

**KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING VIA VIDEOCONFERENCE
MAY 19, 2020 AT 5:30 PM**

**MEMBERS OF THE PUBLIC MAY JOIN BY VISITING
WWW.CITYOFKENNEDEALE.COM/JOINMEETING AND/OR BY DIALING
1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060**

I. CALL TO ORDER

*Join this meeting via the web address and/or toll-free phone number and access code provided above. To reduce background noise, all participants are muted. Please leave yourself on mute unless you are called upon by the Mayor and are actively speaking. Toggle between mute and unmute by pressing *6 on your keypad. **Anyone wishing to address the Mayor and City Council regarding any item on this agenda may do so as the item is considered.** If you would like to speak on the current item, please indicate as much by pressing *9 on your telephone keypad or the "Raise Hand" button under the "Participants" tab on your computer or smart device. If you have joined via telephone only, the Mayor may call upon you to speak using the last four digits of your phone number. If you have joined by browser or app, ensure that you enter your name as you would like to be recognized during the meeting. As usual, speakers should begin by stating their name and address, will be allotted three (3) minutes, should limit their comments to the current item, and should address the Council as a whole, rather than individual Councilmembers or staff.*

II. EXECUTIVE SESSION

The City Council reserves the right to meet in Executive Session at any time during this meeting (which will be accomplished by the Mayor, Council, City Attorney, and any necessary staff temporarily disconnecting from the public videoconference to convene in a separate private videoconference) pursuant to the below cited sections of the Texas Government Code:

A. **PURSUANT TO §551.071** — *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 of any item posted on the agenda, legal issues regarding the Open Meetings Act, and the following:*

1. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., Apache, Abs 1 Auto Parts, and special exception/special use permits

B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property:*

1. 1001 W Kennedale Pkwy, Fort Worth, TX 76140

III. WORK SESSION

A. WORK SESSION REPORTS

1. Receive a presentation, hold a discussion, and provide staff direction regarding Capital Improvements Programming

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

IV. REGULAR SESSION

A. ROLL CALL

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

C. VISITOR AND CITIZEN FORUM

At this time, any person may address the City Council about items not on the agenda. The rules and procedures for addressing the Council during a remote meeting are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Council considers that item.

D. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council
2. Updates from the Mayor
 - Proclaiming May 19, 2020 as Trenton Nichols Day
3. Updates from the City Manager
4. Financial Reports for the City

E. CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine. If discussion is desired, items may be removed for separate consideration.

1. Consider approval of Ordinance 698, reappointing Municipal Judge Bill Lane to a two-year term and authorizing the Mayor to sign a two-year extension of the municipal judge's contract
2. Consider Ordinance 701, renewing the Mayor's Local Disaster Declaration in relation to Coronavirus (COVID-19)
3. Consider approval of Resolution 572, denying the Distribution Cost Recover Factor (DCRF) Rate Request of ONCOR Electric Delivery Company, LLC, made on or about April 3, 2019
4. Consider approval of Resolution 573, authorizing continued participation in Tarrant County's Community Development Block Grant (CDBG), Home Investment Partnership, and Emergency Solutions Grant Consortium for the three program year period, fiscal year 2021 through 2023
5. Approval of the minutes from the April 14, 2020 special meeting
6. Approval of the minutes from the April 21, 2020 regular meeting
7. Approval of the minutes from the April 28, 2020 regular meeting

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of Ordinance 699, amending the Kennedale City Code, by amending Exhibit A "Schedule of Fees" of Section 2-3, "Fees for Licenses, Inspections, Permits, etc." by amending fees and provisions related to Check and Credit Card Transactions; Facility Rentals/Reservations; Library; Registration and Miscellaneous Permits; Planning and Development; Utility Billing, Public Works, and Water and Wastewater Fees related to Liquid Waste, Water and Sewer Taps, and Public Works Construction Inspection; Fire Department; and Public Information Act Requests
2. Discuss and consider approval of an Inter-Local Agreement (ILA) with Tarrant County regarding the distribution of Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to address COVID 19 related expenses

G. PUBLIC HEARINGS

1. Hold a Public Hearing and consider adoption of Ordinance 686, amending Chapter 23, Article IX "Stormwater (Drainage) Utility System" by amending the monthly Stormwater (Drainage) Utility Fee from \$3.50 to \$4.50 for Residential Units and Religious Organizations
2. Hold a Public Hearing and consider approval of Ordinance 700, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Kennedale, Tarrant County, Texas, for the transportation, delivery, and sale of gas in, out of, and through said city for all purposes

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

1. Take any action deemed necessary as a result of the Executive Session

V. ADJOURNMENT

Pursuant to the March 16, 2020 Proclamation issued by Governor Abbott suspending various provisions of Chapter 551, VTCA, Government Code, the public may join this remote meeting of the City Council via videoconference and/or teleconference. The Mayor and Council will also be participating remotely in compliance with the Texas Open Meetings Act and under provisions provided by the Governor in conjunction with the Declaration of Disaster enacted March 13, 2020. Virtual meetings are aimed at advancing social distancing by limiting in-person interaction to slow the spread of COVID-19. If you should have questions, please contact the City Secretary at 817-985-2104 or citysecretary@cityofkennedale.com.

CERTIFICATION

I DO HEREBY CERTIFY THAT THE MAY 19, 2020 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.


LESLIE E. GALLOWAY, CITY SECRETARY

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.

CREATED 5/15/2020 3:28 PM

POSTED _____ (DATE) _____ (TIME)

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM II.A.1.

SUBJECT

Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., Apache, Abs 1 Auto Parts, and special exception/special use permits

ORIGINATED BY

George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM II.B.1.

SUBJECT

1001 W Kennedale Pkwy, Fort Worth, TX 76140

ORIGINATED BY

George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.1.

SUBJECT

Receive a presentation, hold a discussion, and provide staff direction regarding Capital Improvements Programming

ORIGINATED BY

George Campbell, City Manager
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

As the City's population grows, so does the demand for services and infrastructure. Staff is presenting options for Capital Improvement projects and proposed debt financing tools to fund them, in an effort to address those demands. Capital projects are usually prioritized and funded based on debt financing capacity and project phasing.

A debt capacity model prepared by the City's Financial Advisors (attached) demonstrates that (because we are continually paying off existing debts) the City is now able to issue approximately \$14M in Certificates of Obligation (COs) over the next five years without a debt service (I&S) tax rate increase. Such a debt issuance would be in two phases — \$6M in FY20-21; and \$8M in FY23-24.

Separately, the Council can consider ordering an election at which voters would consider the issuance of General Obligation (GO) Bonds that could fund land acquisition, design, engineering, construction, and other costs associated with road projects. If approved by voters, proceeds could also fund larger projects such as a new public safety facility or other vertical construction.

Funding source considerations being presented include proceeds from GOs, COs, cash, and other sources. GO bonds are backed by a City's levy of an ad valorem tax (property tax) to secure payment of the debt. Passage of a GO bond election and issuance of such debt would likely increase the I&S portion of the City's tax levy. The FY20 I&S tax rate is 0.1905 cents; and the FY20 O&M tax rate is 0.5444 cents for total tax rate of \$0.7349 (for every \$100 of taxable assessed property value).

This presentation is designed to illustrate the various capital projects that have been identified as community needs and options for funding over the next five year period. It will hopefully provide sufficient data for the prioritization of Capital projects.

RECOMMENDATION

ATTACHMENTS

1.	Capital Projects PowerPoint	Capital Projects PowerPoint.pdf
2.	Bond Election TRIA (ATF)	Bond Election TRIA (ATF).pdf
3.	Capital Projects List_2020 - ALL PROJECTS	Capital Projects List_2020 - ALL PROJECTS.pdf
4.	Capital Projects List_2020 - CO PROJECTS	Capital Projects List_2020 - CO PROJECTS.pdf
5.	Capital Projects List_2020 - GO PROJECTS	Capital Projects List_2020 - GO PROJECTS.pdf
6.	Capital Projects List_2020 - FUTURE CONSIDERATION	Capital Projects List_2020 - FUTURE CONSIDERATION.pdf

City of Kennedale

Capital Improvements Programming City Council Work Session Tuesday, May 19, 2020



GOALS FOR TODAY

- Identify Potential Projects and Costs
 - Design
 - Right-of-Way (ROW) / Land
 - Construction
- Identify Potential Funding Mechanisms
- Timing and Sequencing
- Tax or Rate Impacts of Various Funding Options
- Begin Process to Prioritize Projects for Next Five Years
- Begin Process to Decide Possibility of Bond Election



ALL PROJECTS BY DEPARTMENT

STREETS (cont.)

	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
Little Road Extension from Kennedale Parkway to New Hope Road							
DESIGN/ENGINEERING		\$ 669,716				CO	
ROW ACQUISITION			\$ 891,500			CO	
CONSTRUCTION				\$ 9,518,513		O / GO / County Bond	
Third Street Water (CDBG)							
DESIGN/ENGINEERING						Water Budget	
ROW ACQUISITION							
CONSTRUCTION	\$ 88,512					Water Budget	
Oak Crest Drive Realignment to Gilman Road (No Quotes To Date)							
DESIGN/ENGINEERING			\$ 1,000,000			O / GO / County Bond	
ROW ACQUISITION				\$ 300,000			
CONSTRUCTION							
Kennedale Sublett Road Realignment at Kennedale Pkwy (No Quotes To Date)							
DESIGN/ENGINEERING	\$ 100,000					CO	
ROW ACQUISITION		\$ 35,000				CO	
CONSTRUCTION		\$ 459,600				CO	
Cloverlane Drive							
DESIGN/ENGINEERING						Streets Fund	
ROW ACQUISITION			\$ 3,000			Streets Fund	
CONSTRUCTION				\$ 141,010			
Winding Creek Erosion / Pennsylvania							
DESIGN/ENGINEERING	\$ 263,767					CO	
ROW ACQUISITION							
CONSTRUCTION			\$ 850,860			CO	
Winding Creek Erosion / Briar Court							
DESIGN/ENGINEERING	\$ 229,744					GO	
ROW ACQUISITION							
CONSTRUCTION			\$ 741,108			GO	
New Hope Road ROW and Reconstruction of Two Lanes							
DESIGN/ENGINEERING			\$ 4,011,407			CO	
ROW ACQUISITION				\$ 9,272,000		O / GO / County Bond	
CONSTRUCTION					\$ 14,893,105	GO / County Bond	
Village Street (Two Lanes)							
DESIGN/ENGINEERING			\$ 292,486			O / Future	
ROW ACQUISITION				\$ 688,000		O / Future	
CONSTRUCTION					\$ 1,073,967	O / Future	
TOTAL STREETS	\$ 2,968,800	\$ 4,700,085	\$ 10,518,822	\$ 23,062,458	\$ 15,967,072		

LEGEND & FOOTNOTES

FUNDING MECHANISMS: CO = CERTIFICATES OF OBLIGATION; GO = GENERAL OBLIGATION BONDS; O = OTHER

PROJECTS SHADED IN BLUE = RECOMMENDED FOR FUNDING VIA \$14M IN CO ISSUANCE (NO TAX INCREASE) OVER THE NEXT FIVE YEARS (SEE NEXT TAB / PDF)

PROJECTS SHADED IN GRAY = RECOMMENDED FOR FUNDING VIA A POTENTIAL BOND ELECTION (GO ISSUANCE; SEE THIRD TAB / PDF)

NON-SHADED PROJECTS = NOT INCLUDED IN ANY POTENTIAL DEBT ISSUANCE, HAVE FUNDING FROM OTHER SOURCES, OR COULD BE SWITCHED OUT / SUBSTITUTED TO BE INCLUDED IN THE \$14M OR A POTENTIAL BOND ELECTION

IDENTIFIED CAPITAL PROJECTS INCLUDE

- Streets
- Parks and Recreation
- Water / Wastewater
- Stormwater / Erosion
- Library
- Public Safety



POTENTIAL FUNDING MECHANISMS

- Certificates of Obligation (COs)
- General Obligation Bonds (GOs)
- Tax Notes
- Other Sources



DEBT CAPACITY

GENERAL FUND

- \$14M tax-funded debt could be issued over five years without an increase in the I&S tax rate (COs or GOs)
- Additional debt may require a tax rate increase (GOs)
 - One Cent = \$57,293 in revenue
 - \$15M GOs would require 1.95 cent tax increase
 - \$ 22M GOs would require 3.5 cent tax increase

Note: Assumes modest Ad Valorem (AV) growth FY21 – FY25 of 3%
(Average AV growth since 2012 has been 7.36%)

PROJECTS ESTIMATED COST

TOTAL CURRENT ESTIMATE FOR ALL PROJECTS = ~\$90M

- Possible Funding Options
 - \$14M COs with no tax increase
 - \$22M GOs or COs with up to a 3.5 cent tax rate increase
 - \$55M Other sources or unfunded in this Five-Year-Program

POTENTIAL PROJECTS WITH NO I&S TAX INCREASE

- \$14M over the next five years without an increase in the I&S Tax Rate →



GENERAL OBLIGATION BONDS

- Council may wish to consider calling a Bond Election for projects requiring funding beyond the existing \$14M capacity:
 - Public Safety Design, Land, Construction
 - Street Improvements
 - Parks and Recreation Improvements
 - Library Improvements



BOND ELECTION SCENARIOS

- Up to \$22M in GOs could be issued with an I&S tax increase
 - \$22M in GOs =
3.5 cent increase in I&S tax rate
 - \$10.5M In GOs =
1.75 cent increase in I&S tax rate

*Assumes a 3% growth rate 2021 – 2024

*Can be structured to issue less upfront to allow time for design / engineering

DEBT CAPACITY

WATER SEWER FUND

- Additional Water/Wastewater projects could be funded with Cos or Revenue Bonds if water and sewer rates are sufficient to pay additional debt service



Questions?

George Campbell

City Manager

May 19, 2020



City of Kennedale, Texas
\$14,000,000 Tax Rate Impact Analysis - No Tax Increase
March 6, 2020

2019 Current Tax Rate		
M&O	\$ 0.5444	74.07%
I&S	0.1905	25.93%
Total	\$ 0.7350	100.00%

Key Assumptions	
Taxable Assessed Value Growth:	3% in 2021-2024
Interest Rate on Series 2021:	3.50%
Interest Rate on Series 2024:	4.00%

Historical Valuations (Excludes Freeze Values)			
Tax Year	Fiscal Year Ending 9/30	Taxable Values	Growth Rate
2012	2013	\$ 475,413,575	--
2013	2014	480,459,481	1.06%
2014	2015	529,387,225	10.18%
2015	2016	549,420,142	3.78%
2016	2017	567,759,225	3.34%
2017	2018	623,852,142	9.88%
2018	2019	724,491,406	16.13%
2019	2020	776,241,228	7.14%
Average Growth Rate since TY 2012			7.36%

1 Fiscal Year Ending 9/30	2 Projected Taxable Values	3 Existing Debt Service	4 Lease #1	5 \$6MM Series 2021	6 \$8MM Series 2024	7 Totals	8 Projected I&S Tax Rate
2020	\$ 776,241,228	\$ 1,281,486	\$ 98,273			\$ 1,379,759	\$ 0.1777
2021	799,528,465	1,432,867	-			1,432,867	0.1792
2022	823,514,319	1,138,786	-	\$ 431,063		1,569,849	0.1906
2023	848,219,748	1,230,842	-	383,888		1,614,730	0.1904
2024	873,666,341	1,228,040	-	436,363		1,664,403	0.1905
2025	873,666,341	868,801	-	427,788	\$ 369,000	1,665,589	0.1906
2026	873,666,341	880,579	-	414,300	367,000	1,661,879	0.1902
2027	873,666,341	406,252	-	415,725	614,900	1,436,877	0.1645
2028	873,666,341	411,014	-	416,800	617,400	1,445,214	0.1654
2029	873,666,341	182,500	-	417,525	614,400	1,214,425	0.1390
2030	873,666,341	185,700	-	417,900	615,900	1,219,500	0.1396
2031	873,666,341	183,600	-	417,925	616,800	1,218,325	0.1394
2032	873,666,341	-	-	417,600	617,100	1,034,700	0.1184
2033	873,666,341	-	-	416,925	616,800	1,033,725	0.1183
2034	873,666,341	-	-	415,900	615,900	1,031,800	0.1181
2035	873,666,341	-	-	414,525	614,400	1,028,925	0.1178
2036	873,666,341	-	-	417,713	612,300	1,030,013	0.1179
2037	873,666,341	-	-	415,463	614,500	1,029,963	0.1179
2038	873,666,341	-	-	412,863	615,900	1,028,763	0.1178
2039	873,666,341	-	-	414,825	616,500	1,031,325	0.1180
2040	873,666,341	-	-	416,263	616,300	1,032,563	0.1182
2041	873,666,341	-	-	417,175	615,300	1,032,475	0.1182
2042	873,666,341	-	-	-	613,500	613,500	0.0702
2043	873,666,341	-	-	-	615,800	615,800	0.0705
2044	873,666,341	-	-	-	617,100	617,100	0.0706
		\$ 9,430,467	\$ 98,273	\$ 8,338,525	\$ 11,816,800	\$ 29,684,065	

City of Kennedale, Texas
\$22,000,000 Tax Rate Impact Analysis - 3.5 Cent Tax Increase
March 6, 2020

2019 Current Tax Rate		
M&O	\$ 0.5444	74.07%
I&S	0.1905	25.93%
Total	\$ 0.7350	100.00%

Key Assumptions	
Taxable Assessed Value Growth:	3% in 2021-2024
Interest Rate on Series 2021:	3.50%
Interest Rate on Series 2024:	4.00%

Historical Valuations (Excludes Freeze Values)			
Tax Year	Fiscal Year Ending 9/30	Taxable Values	Growth Rate
2012	2013	\$ 475,413,575	--
2013	2014	480,459,481	1.06%
2014	2015	529,387,225	10.18%
2015	2016	549,420,142	3.78%
2016	2017	567,759,225	3.34%
2017	2018	623,852,142	9.88%
2018	2019	724,491,406	16.13%
2019	2020	776,241,228	7.14%
Average Growth Rate since TY 2012			7.36%

1 Fiscal Year Ending 9/30	2 Projected Taxable Values	3 Existing Debt Service	4 Lease #1	5 \$14MM Series 2021	6 \$8MM Series 2024	7 Totals	8 Projected I&S Tax Rate
2020	\$ 776,241,228	\$ 1,281,486	\$ 98,273			\$ 1,379,759	\$ 0.1777
2021	799,528,465	1,432,867	-			1,432,867	0.1792
2022	823,514,319	1,138,786	-	\$ 715,975		1,854,761	0.2252
2023	848,219,748	1,230,842	-	678,450		1,909,292	0.2251
2024	873,666,341	1,228,040	-	735,313		1,963,353	0.2247
2025	873,666,341	868,801	-	721,125	\$ 369,000	1,958,926	0.2242
2026	873,666,341	880,579	-	712,025	367,000	1,959,604	0.2243
2027	873,666,341	406,252	-	1,095,925	463,000	1,965,177	0.2249
2028	873,666,341	411,014	-	1,097,388	457,000	1,965,401	0.2250
2029	873,666,341	182,500	-	1,093,063	642,100	1,917,663	0.2195
2030	873,666,341	185,700	-	1,092,950	643,000	1,921,650	0.2200
2031	873,666,341	183,600	-	1,096,875	643,300	1,923,775	0.2202
2032	873,666,341	-	-	1,094,838	643,000	1,737,838	0.1989
2033	873,666,341	-	-	1,096,838	642,100	1,738,938	0.1990
2034	873,666,341	-	-	1,097,788	645,500	1,743,288	0.1995
2035	873,666,341	-	-	1,092,775	643,200	1,735,975	0.1987
2036	873,666,341	-	-	1,096,713	645,200	1,741,913	0.1994
2037	873,666,341	-	-	1,094,513	641,500	1,736,013	0.1987
2038	873,666,341	-	-	1,096,175	642,100	1,738,275	0.1990
2039	873,666,341	-	-	1,096,613	641,900	1,738,513	0.1990
2040	873,666,341	-	-	1,095,825	645,800	1,741,625	0.1993
2041	873,666,341	-	-	1,093,813	643,800	1,737,613	0.1989
2042	873,666,341	-	-	-	641,000	641,000	0.0734
2043	873,666,341	-	-	-	642,300	642,300	0.0735
2044	873,666,341	-	-	-	642,600	642,600	0.0736
		\$ 9,430,467	\$ 98,273	\$ 19,994,975	\$ 11,944,400	\$ 41,468,115	

Note: Each additional million dollars borrowed above \$22MM equates to roughly 1 cent I&S increase beyond what is proposed above.

ALL PROJECTS SUMMARY	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)
TOTALS BY YEAR (ALL PROJECTS)	\$ 10,893,775	\$ 7,464,505	\$ 29,037,052	\$ 24,572,658	\$ 18,278,802
TOTAL YEARS 1 THROUGH 5					\$ 90,246,792

ALL PROJECTS BY DEPARTMENT	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
PUBLIC SAFETY							
Police / Fire Facility							
DESIGN/ENGINEERING							
ROW ACQUISITION							
CONSTRUCTION			\$ 9,000,000			GO	
Fire Training Tower							
DESIGN/ENGINEERING							
ROW ACQUISITION							
CONSTRUCTION			\$ 825,000			O / GO	
Driver Training Facility							
DESIGN/ENGINEERING							
ROW ACQUISITION							
CONSTRUCTION			\$ 675,000			O / GO	
Firing Range							
DESIGN/ENGINEERING							
ROW ACQUISITION							
CONSTRUCTION			\$ 1,000,000			O / GO	
Evidence Storage Building			\$ 2,000,000			O / GO	
Flare Storage Building			\$ 45,000			O / GO	
Parking Canopies			\$ 120,000			O / GO	
Soft Costs: Surveying, Permitting, Fees, IT System, Contingency			\$ 967,750			O / GO	
TOTAL PUBLIC SAFETY	\$ -	\$ -	\$ 14,632,750	\$ -	\$ -		

LEGEND & FOOTNOTES

FUNDING MECHANISMS: CO = CERTIFICATES OF OBLIGATION; GO = GENERAL OBLIGATION BONDS; O = OTHER

PROJECTS SHADED IN BLUE = RECOMMENDED FOR FUNDING VIA \$14M IN CO ISSUANCE (NO TAX INCREASE) OVER THE NEXT FIVE YEARS (SEE NEXT TAB / PDF)

PROJECTS SHADED IN GRAY = RECOMMENDED FOR FUNDING VIA A POTENTIAL BOND ELECTION (GO ISSUANCE; SEE THIRD TAB / PDF)

NON-SHADED PROJECTS = NOT INCLUDED IN ANY POTENTIAL DEBT ISSUANCE, HAVE FUNDING FROM OTHER SOURCES, OR COULD BE SWITCHED OUT / SUBSTITUTED TO BE INCLUDED IN THE \$14M OR A POTENTIAL BOND ELECTION

ALL PROJECTS BY DEPARTMENT

YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
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STREETS

Beacon Hill Drainage Improvements						
DESIGN/ENGINEERING (COMPLETED)						
ROW ACQUISITION						
CONSTRUCTION	\$	193,735			CO	
Danny Drive Drainage Improvements						
DESIGN/ENGINEERING						
ROW ACQUISITION						
CONSTRUCTION						
Danny Drive Pavement Improvements (by County)						
DESIGN/ENGINEERING					O / Streets Fund	
ROW ACQUISITION						
CONSTRUCTION	\$	143,000			O / Streets Fund	
Valley Lane (Erosion and Engineering)						
DESIGN/ENGINEERING	\$	300,000			CO	
ROW ACQUISITION						
CONSTRUCTION			\$	1,000,000	CO	
Peggy Lane						
DESIGN/ENGINEERING	\$	103,700			O / 2019 TAX NOTES	
ROW ACQUISITION						
CONSTRUCTION			\$	397,656	CO	
Trent Street Improvements						
DESIGN/ENGINEERING (In Progress)	\$	59,400			O / 2019 TAX NOTES	
ROW ACQUISITION						
CONSTRUCTION	\$	193,953			CO	
Collett Sublett Road Infrastructure Improvements						
DESIGN/ENGINEERING (In Progress)	\$	87,700			O / 2019 TAX NOTES	
ROW ACQUISITION						
CONSTRUCTION	\$	1,599,600			GO's	
Linda Road Infrastructure (Dick Price to East End)						
DESIGN/ENGINEERING	\$	99,200			O / 2019 TAX NOTES	
ROW ACQUISITION						
CONSTRUCTION			\$	2,042,258	CO	
Extension from existing Linda to New Hope Road (Linda)						
DESIGN/ENGINEERING			\$	1,686,955	CO	
ROW ACQUISITION			\$	643,850	CO	
CONSTRUCTION				\$	3,142,935	GO

(CONTINUED ON NEXT PAGE)

LEGEND & FOOTNOTES

FUNDING MECHANISMS: CO = CERTIFICATES OF OBLIGATION; GO = GENERAL OBLIGATION BONDS; O = OTHER

PROJECTS SHADED IN BLUE = RECOMMENDED FOR FUNDING VIA \$14M IN CO ISSUANCE (NO TAX INCREASE) OVER THE NEXT FIVE YEARS (SEE NEXT TAB / PDF)

PROJECTS SHADED IN GRAY = RECOMMENDED FOR FUNDING VIA A POTENTIAL BOND ELECTION (GO ISSUANCE; SEE THIRD TAB / PDF)

NON-SHADED PROJECTS = NOT INCLUDED IN ANY POTENTIAL DEBT ISSUANCE, HAVE FUNDING FROM OTHER SOURCES, OR COULD BE SWITCHED OUT / SUBSTITUTED TO BE INCLUDED IN THE \$14M OR A POTENTIAL BOND ELECTION

ALL PROJECTS BY DEPARTMENT

YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
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STREETS (cont.)

Little Road Extension from Kennedale Parkway to New Hope Road						
DESIGN/ENGINEERING	\$ 669,716				CO	
ROW ACQUISITION		\$ 891,500			CO	
CONSTRUCTION			\$ 9,518,513		O / GO / County Bond	
Third Street Water (CDBG)						
DESIGN/ENGINEERING					Water Budget	
ROW ACQUISITION						
CONSTRUCTION	\$ 88,512				Water Budget	
Oak Crest Drive Realignment to Gilman Road (No Quotes To Date)						
DESIGN/ENGINEERING						
ROW ACQUISITION		\$ 1,000,000			O / GO / County Bond	
CONSTRUCTION			\$ 300,000			
Kennedale Sublett Road Realignment at Kennedale Pkwy (No Quotes To Date)						
DESIGN/ENGINEERING	\$ 100,000				CO	
ROW ACQUISITION		\$ 35,000			CO	
CONSTRUCTION		\$ 459,600			CO	
Cloverlane Drive						
DESIGN/ENGINEERING						
ROW ACQUISITION		\$ 3,000			Streets Fund	
CONSTRUCTION			\$ 141,010		Streets Fund	
Winding Creek Erosion / Pennsylvania						
DESIGN/ENGINEERING	\$ 263,767				CO	
ROW ACQUISITION						
CONSTRUCTION		\$ 850,860			CO	
Winding Creek Erosion / Briar Court						
DESIGN/ENGINEERING	\$ 229,744				GO	
ROW ACQUISITION						
CONSTRUCTION		\$ 741,108			GO	
New Hope Road ROW and Reconstruction of Two Lanes						
DESIGN/ENGINEERING		\$ 4,011,407			CO	
ROW ACQUISITION			\$ 9,272,000		O / GO / County Bond	
CONSTRUCTION				\$ 14,893,105	O / GO / County Bond	
Village Street (Two Lanes)						
DESIGN/ENGINEERING		\$ 292,486			O / Future	
ROW ACQUISITION			\$ 688,000		O / Future	
CONSTRUCTION				\$ 1,073,967	O / Future	
TOTAL STREETS						
	\$ 2,968,800	\$ 4,700,085	\$ 10,518,822	\$ 23,062,458	\$ 15,967,072	

LEGEND & FOOTNOTES

FUNDING MECHANISMS: CO = CERTIFICATES OF OBLIGATION; GO = GENERAL OBLIGATION BONDS; O = OTHER

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ALL PROJECTS BY DEPARTMENT	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
PARKS AND RECREATION							
Concession Restroom, Meeting and Storage Building Design			\$ 525,000			O / GO / Prime Contract	
Grass Football Field for Practice			\$ 460,000			O / GO / Prime Contract	
Grass Football Field with Lights, Scoreboard, and Goal Posts			\$ 657,000			O / GO / Prime Contract	
New Grass Baseball Field			\$ 446,000			O / GO / Prime Contract	
Existing Two Baseball Field Turf Improvements			\$ 175,000			O / GO / Prime Contract	
Splashpad Improvements	\$ 40,000					CO	
Rubber Mulch for All Parks (Price TBD)							
DuraSAFE Rubber Playground Tiles for All Parks (Price TBD)							
Shade Structures Throughout the Park System	\$ 25,000					CO	
Railroad Themed Park Development		\$ 1,500,000				GO	
National Fitness Campaign Installation			\$ 180,000			GO	
Love Property Lease with Option to Buy (No Lease; Property is Being Listed for Sale)							
TOTAL PARKS AND RECREATION	\$ 65,000	\$ 1,500,000	\$ 2,443,000	\$ -	\$ -		

ALL PROJECTS BY DEPARTMENT	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
LIBRARY							
HVAC System		\$ 60,000				CO	
Library Expansion Phase I	\$ 712,000					GO	
Library Renovation Phase II		\$ 560,000				GO	
TOTAL LIBRARY	\$ 712,000	\$ 620,000	\$ -	\$ -	\$ -		

LEGEND & FOOTNOTES

FUNDING MECHANISMS: CO = CERTIFICATES OF OBLIGATION; GO = GENERAL OBLIGATION BONDS; O = OTHER

PROJECTS SHADED IN BLUE = RECOMMENDED FOR FUNDING VIA \$14M IN CO ISSUANCE (NO TAX INCREASE) OVER THE NEXT FIVE YEARS (SEE NEXT TAB / PDF)

PROJECTS SHADED IN GRAY = RECOMMENDED FOR FUNDING VIA A POTENTIAL BOND ELECTION (GO ISSUANCE; SEE THIRD TAB / PDF)

NON-SHADED PROJECTS = NOT INCLUDED IN ANY POTENTIAL DEBT ISSUANCE, HAVE FUNDING FROM OTHER SOURCES, OR COULD BE SWITCHED OUT / SUBSTITUTED TO BE INCLUDED IN THE \$14M OR A POTENTIAL BOND ELECTION

ALL PROJECTS BY DEPARTMENT		YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)			
WATER AND STORMWATER											
FN W-1 12" Waterline S of I-20 (Gilman Road and Bolen Road)											
DESIGN/ ENGINEERING - Done											
ROW ACQUISITION											
CONSTRUCTION	\$	755,000					O / FUTURE				
Village Creek Sewer Line											
DESIGN/ ENGINEERING	\$	300,000					O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION	\$	700,000					O / FUTURE				
FN W-4 16/20" Waterline (Pump Station 3 to/along Dick Price Road)											
DESIGN/ ENGINEERING					\$	169,520	O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION					\$	1,130,120	O / FUTURE				
FN W-8 12" Waterline on Dick Price Road (Shady Lane to North Road)											
DESIGN/ ENGINEERING					\$	41,730	O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION					\$	278,150	O / FUTURE				
FN W-13 12" AC to 16" Waterline on Dick Price Road (Linda Road to Shady Lane)											
DESIGN/ ENGINEERING					\$	86,550	O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION					\$	576,960	O / FUTURE				
FN W-18 12" Waterline S of I-20 and along Bus. 287											
DESIGN/ ENGINEERING (Completed)							O / 2019 TAX NOTES				
ROW ACQUISITION											
CONSTRUCTION			\$	644,420			O / FUTURE				
FN SS-1 15/18" Interceptor along North Road and Dick Price Road											
DESIGN/ ENGINEERING				\$	188,150		O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION				\$	1,254,330		O / FUTURE				
FN SS-2 Upsize 18" to 21" Interceptor in Basin C-1											
DESIGN/ ENGINEERING					\$	110,440	O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION					\$	736,250	O / FUTURE				
FN SS-3 Upsize 12" to 15" Interceptor in Basin C											
DESIGN/ ENGINEERING					\$	90,290	O / FUTURE				
ROW ACQUISITION											
CONSTRUCTION					\$	601,920	O / FUTURE				
TOTAL WATER & STORMWATER		\$	1,755,000	\$	644,420	\$	1,442,480	\$	1,510,200	\$	2,311,730

LEGEND & FOOTNOTES

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ALL PROJECTS BY DEPARTMENT			YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)	
STREETS IN CRITICAL CONDITION (COUNTY DESIGN-ASPHALT ONLY)										
Eden Road										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	121,020				O / Budget 2021		
Broadway Street										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	215,000				O / Budget 2021		
Gail Drive										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	58,000				O / Budget 2021		
Grapevine Trail										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	66,000				O / Budget 2021		
Industrial Drive										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	61,000				O / Budget 2021		
Mineral Street										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	51,000				O / Budget 2021		
Oak Wood Lane (Concrete)										
DESIGN/ ENGINEERING			\$	59,648				GO		
ROW ACQUISITION										
CONSTRUCTION			\$	397,656				GO		
Peachtree Court (Concrete)										
DESIGN/ ENGINEERING			\$	160,009				GO		
ROW ACQUISITION										
CONSTRUCTION			\$	1,066,728				GO		
Shady Creek Drive (Concrete)										
DESIGN/ ENGINEERING			\$	257,530				GO		
ROW ACQUISITION										
CONSTRUCTION			\$	1,716,864				GO		
Valley Lane										
DESIGN/ ENGINEERING										
ROW ACQUISITION										
CONSTRUCTION			\$	197,100				O / Budget 2021		
Woodland Court (Concrete)										
DESIGN/ ENGINEERING			\$	125,924				O / Budget 2021		
ROW ACQUISITION										
CONSTRUCTION			\$	839,496				O / Budget 2021		
TOTAL IN CRITICAL CONDITION			\$	5,392,975	\$	-	\$	-	\$	-

**POTENTIAL PROJECTS TO FUND WITH NO
TAX INCREASE OVER THE NEXT FIVE YEARS
(FUNDING SOURCE: CO AND/OR TAX NOTES)**

YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)
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STREETS

Beacon Hill Drainage Improvements CONSTRUCTION	\$ 193,735				
Valley Lane (Engineering Evaluation and Recommendation Only) DESIGN/ENGINEERING	\$ 300,000				
CONSTRUCTION		\$ 1,000,000			
Peggy Lane CONSTRUCTION			\$ 397,656		
Trent Street Improvements CONSTRUCTION	\$ 193,953				
Linda Road Infrastructure Improvements CONSTRUCTION		\$ 2,042,258			
Little Road Extension from Kennedale Parkway to New Hope Road DESIGN/ENGINEERING		\$ 669,716			
Winding Creek Erosion / Pennsylvania DESIGN/ENGINEERING		\$ 263,767			
CONSTRUCTION			\$ 850,860		
New Hope Road ROW and Reconstruction of Two Lanes DESIGN/ENGINEERING			\$ 4,011,407		
Splashpad Improvements	\$ 40,000				
Shade Structures Throughout the Park System	\$ 25,000				
Extension from existing Linda to New Hope Rd (Linda) DESIGN/ENGINEERING			\$ 1,686,955		
ROW ACQUISITION			\$ 643,850		
Kennedale Sublett Road Realignment at Kennedale Parkway (No Quotes To Date) DESIGN/ENGINEERING	\$ 100,000				
ROW ACQUISITION		\$ 35,000			
CONSTRUCTION		\$ 459,600			
Little Road Extension from Kennedale Parkway to New Hope Road ROW ACQUISITION			\$ 891,500		

LIBRARY

HVAC System	\$ 60,000				
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TOTALS BY YEAR	\$ 852,688	\$ 4,530,341	\$ 8,482,228	\$ -	\$ -
TOTAL YEARS 1 THROUGH 5					\$ 13,865,257

POSSIBLE PROJECTS TO FUND WITH A BOND ELECTION (GO)	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)
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PUBLIC SAFETY

Police / Fire Facility			\$	9,000,000	
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STREETS

Collett Sublett Road Infrastructure Improvements	\$	1,599,600			
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Extension from Existing Linda Road to New Hope Road (Linda)				\$	3,142,935
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Winding Creek Erosion / Briar Court					
DESIGN/ENGINEERING		\$	229,744		
ROW ACQUISITION					
CONSTRUCTION			\$	741,108	

Railroad Themed Park Development		\$	1,500,000		
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National Fitness Campaign Installation			\$	180,000	
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LIBRARY

Library Expansion Phase I	\$	712,000			
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Library Renovation Phase II		\$	560,000		
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STREETS IN CRITICAL CONDITION (COUNTY DESIGN - ASPHALT ONLY)

Oak Wood Lane (Concrete)					
DESIGN/ ENGINEERING	\$	59,648			
ROW ACQUISITION					
CONSTRUCTION	\$	397,656			

Peachtree Court (Concrete)					
DESIGN/ ENGINEERING	\$	160,009			
ROW ACQUISITION					
CONSTRUCTION	\$	1,066,728			

Shady Creek Drive (Concrete)					
DESIGN/ ENGINEERING	\$	257,530			
ROW ACQUISITION					
CONSTRUCTION	\$	1,716,864			

TOTALS BY YEAR	\$	5,970,035	\$	2,289,744	\$	9,921,108	\$	3,142,935	\$	-
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TOTAL YEARS 1 THROUGH 5										\$ 21,323,822
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PROJECTS FOR FUTURE CONSIDERATION

YEAR 1
(2020-2021) YEAR 2
(2021-2022) YEAR 3
(2022-2023) YEAR 4
(2023-2024) YEAR 5
(2024-2025) FUNDING
MECHANISM ANNUAL
M & O (TBD)

PUBLIC SAFETY

Fire Training Tower					\$	825,000				O / GO				
Driver Training Facility					\$	675,000				O / GO				
Firing Range					\$	1,000,000				O / GO				
Evidence Storage Building					\$	2,000,000				O / GO				
Flare Storage Building					\$	45,000				O / GO				
Parking Canopies					\$	120,000				O / GO				
Soft Costs: Surveying, Permitting, Fees, IT System, Contingency					\$	967,750				O / GO				
TOTAL PUBLIC SAFETY					\$	-	\$	-	\$	5,632,750	\$	-	\$	-

PROJECTS FOR FUTURE CONSIDERATION

YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
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STREETS

Danny Drive Drainage Improvements	no estimate					
Danny Drive Pavement Improvements (by County)	\$	143,000	O / Streets Fund			
Peggy Lane DESIGN/ENGINEERING ROW ACQUISITION	\$	103,700	O / 2019 TAX NOTES			
Trent Street Road Improvements DESIGN/ENGINEERING (In Progress) ROW ACQUISITION	\$	59,400	O / 2019 TAX NOTES			
Collett Sublett Road Infrastructure Improvements DESIGN/ENGINEERING (In Progress) ROW ACQUISITION	\$	87,700	O / 2019 TAX NOTES			
Linda Road Infrastructure (Dick Price to East End) DESIGN/ENGINEERING ROW ACQUISITION	\$	99,200	O / 2019 TAX NOTES			
Little Road Extension from Kennedale Parkway to New Hope Road CONSTRUCTION	\$	9,518,513	O / GO / County Bond			
3rd Street Water (CDBG) DESIGN/ENGINEERING ROW ACQUISITION CONSTRUCTION	\$	88,512	Water Budget Water Budget			
Oak Crest Drive Realignment to Gilman Road (No Quotes To Date) DESIGN/ENGINEERING ROW ACQUISITION CONSTRUCTION	\$	1,000,000	\$	300,000	O / GO / County Bond	
Cloverlane Drive DESIGN/ENGINEERING ROW ACQUISITION CONSTRUCTION	\$	3,000	\$	141,010	Streets Fund Streets Fund	
New Hope Road ROW and Reconstruction of Two Lanes ROW ACQUISITION CONSTRUCTION	\$	9,272,000	O / GO / County Bond \$ 14,893,105 / GO / County Bond			
Village Street (Two Lanes) DESIGN/ENGINEERING ROW ACQUISITION CONSTRUCTION	\$	292,486	\$	688,000	\$	1,073,967 O / Future O / Future O / Future
TOTAL STREETS						
	\$	581,512	\$	-	\$	1,295,486 \$ 19,919,523 \$ 15,967,072

PROJECTS FOR FUTURE CONSIDERATION	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
PARKS AND REC							
Concession Restroom, Meeting, and Storage Building Design			\$ 525,000			O / GO / Prime Contract	
Grass Football Field for Practice			\$ 460,000			O / GO / Prime Contract	
Grass Football Field with Lights, Scoreboard and Goal Posts			\$ 657,000			O / GO / Prime Contract	
New Grass Baseball Field			\$ 446,000			O / GO / Prime Contract	
Existing Two Baseball Field Turf Improvements			\$ 175,000			O / GO / Prime Contract	
Rubber Mulch for All Parks (Price TBD)							
DuraSAFE Rubber Playground Tiles for All Parks (Price TBD)							
Love Property Lease with Option to Buy (No lease, property is being listed for sale)							
TOTAL PARKS & REC	\$ -	\$ -	\$ 2,263,000	\$ -	\$ -		

PROJECTS FOR FUTURE CONSIDERATION

YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
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WATER & STORMWATER

FN W-1 12" Waterline S of I-20 (Gilman Road and Bolen Road)						
DESIGN/ ENGINEERING (Completed)						
ROW ACQUISITION						
CONSTRUCTION	\$ 755,000				O / FUTURE	
Village Creek Sewer Line						
DESIGN/ ENGINEERING	\$ 300,000				O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION	\$ 700,000				O / FUTURE	
FN W-4 16/20" Waterline (Pump Station 3 to/along Dick Price Road)						
DESIGN/ ENGINEERING				\$ 169,520	O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION				\$ 1,130,120	O / FUTURE	
FN W-8 12" Waterline on Dick Price Road (Shady Ln to North Rd)						
DESIGN/ ENGINEERING				\$ 41,730	O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION				\$ 278,150	O / FUTURE	
FN W-13 12" AC to 16" Waterline on Dick Price Rd (Linda Rd to Shady Ln)						
DESIGN/ ENGINEERING			\$ 86,550		O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION			\$ 576,960		O / FUTURE	
FN W-18 12" Waterline S of I-20 and along Bus. 287						
DESIGN/ ENGINEERING (Completed)					O / 2019 TAX NOTES	
ROW ACQUISITION						
CONSTRUCTION	\$ 644,420				O / FUTURE	
FN SS-1 15/18" Interceptor along North Road and Dick Price Road						
DESIGN/ ENGINEERING			\$ 188,150		O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION			\$ 1,254,330		O / FUTURE	
FN SS-2 Upsize 18" to 21" Interceptor in Basin C-1						
DESIGN/ ENGINEERING			\$ 110,440		O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION			\$ 736,250		O / FUTURE	
FN SS-3 Upsize 12" to 15" Interceptor in Basin C						
DESIGN/ ENGINEERING				\$ 90,290	O / FUTURE	
ROW ACQUISITION						
CONSTRUCTION				\$ 601,920	O / FUTURE	
TOTAL WATER & STORMWATER	\$ 1,755,000	\$ 644,420	\$ 1,442,480	\$ 1,510,200	\$ 2,311,730	

PROJECTS FOR FUTURE CONSIDERATION	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2024-2025)	FUNDING MECHANISM	ANNUAL M & O (TBD)
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STREETS IN CRITICAL CONDITION (COUNTY DESIGN-ASPHALT ONLY)

Eden Road	\$	121,020					O / Budget 2021
Broadway Street	\$	215,000					O / Budget 2021
Gail Drive	\$	58,000					O / Budget 2021
Grapevine Trail	\$	66,000					O / Budget 2021
Industrial Drive	\$	61,000					O / Budget 2021
Mineral Street	\$	51,000					O / Budget 2021
Valley Lane	\$	197,100					O / Budget 2021
Woodland Court (Concrete)							
DESIGN/ ENGINEERING	\$	125,924					O / Budget 2021
ROW ACQUISITION							
CONSTRUCTION	\$	839,496					O / Budget 2021

TOTAL IN CRITICAL CONDITION	\$	1,734,540	\$	-	\$	-	\$	-	\$	-
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TOTALS BY YEAR (PROJECTS FOR FUTURE CONSIDERATION)	\$	4,071,052	\$	644,420	\$	10,633,716	\$	21,429,723	\$	18,278,802
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TOTAL YEARS 1 THROUGH 5									\$	55,057,713
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FUNDING MECHANISMS: CO = CERTIFICATES OF OBLIGATION; GO = GENERAL OBLIGATION BONDS; O = OTHER

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.1.

SUBJECT

Updates from the City Council

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Updates and information from each of the Councilmembers, if any.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.2.

SUBJECT

Updates from the Mayor

- *Proclaiming May 19, 2020 as Trenton Nichols Day*

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Updates, information, and Proclamations from Mayor Brian Johnson, if any.

RECOMMENDATION

ATTACHMENTS

1.	2020_05.19 Trenton Nichols Senior Food Drive	2020_05.19 Trenton Nichols Senior Food Drive.pdf
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PROCLAMATION

KENNEDALE, TEXAS
TUESDAY, MAY 19, 2020

Recognizing Trenton Nichols for Organizing a Food Drive to Benefit the Senior Citizens of Kennedale During the COVID-19 Pandemic

WHEREAS, Trenton Nichols was born December 27, 2007, and – following the passing of his father – was adopted by Matthew and Tamiko Sargent, and now resides in Kennedale, where he just completed the fifth grade at James A. Arthur Intermediate; and

WHEREAS, Trent is a proud member of the NAACP and is always looking for new ways to be involved with and to volunteer within his community; and

WHEREAS, hunger and food insecurity are recognized as affecting people across North Texas; and

WHEREAS, Trent recognized that the COVID-19 Pandemic might exacerbate food insecurity, especially amongst the senior citizen population; and

WHEREAS, this inspiring young man took it upon himself to organize and facilitate a food drive to benefit those seniors who might be in need at this time; and

WHEREAS, we are proud to have Trenton Nichols as a young leader in our community;

NOW, THEREFORE, I, Mayor Brian Johnson, and I, Mayor Pro Tem Sandra Lee, do hereby proclaim, today, Tuesday, May 19, 2020 as “Trenton Nichols Day” in the City of Kennedale, Texas.

IN TESTIMONY, WHEREOF, we have hereunto set our hands and caused the Seal of the City of Kennedale, Texas, to be affixed this 19th day of May 2020.

MAYOR BRIAN JOHNSON

MAYOR PRO TEM SANDRA LEE

ATTEST: CITY SECRETARY LESLIE E. GALLOWAY

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.3.

SUBJECT

Updates from the City Manager

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Updates and information from City Manager George Campbell, if any.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.4.

SUBJECT

Financial Reports for the City

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

Please see the attached financial reports for the City (for the month ending 04/30/2020). Director of Finance and Information Technology Lakeita Sutton will discuss highlights, if any, and be available to answer questions from the Council.

RECOMMENDATION

ATTACHMENTS

1.	2020_04 Financials - ALL	2020_04 Financials - ALL.pdf
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Revenues & Expenditures - Budget & Actual Summary

FOR THE MONTH ENDED APRIL 30, 2020

GENERAL FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 6,919,577		\$ 5,717,700	82.6%

GENERAL FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 7,782,522		\$ 4,158,217	53.4%

STREETS FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 838,926		\$ 432,642	51.6%

STREETS FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 1,052,153		\$ 448,749	42.7%

WATER/SEWER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,028,331		\$ 2,451,676	60.9%

WATER/SEWER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,350,939		\$ 2,599,480	59.7%

STORMWATER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 300,900		\$ 145,118	48.2%

STORMWAER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 585,316		\$ 88,256	15.1%

GENERAL FUND
FOR THE MONTH ENDED APRIL 30, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON

58.3%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2019-2020		M-T-D	Y-T-D	%	FY 2019-2020		FY 2018-2019		FY 2018-2019		
	Adopted Budget	Amended Budget	Apr-20	Apr-20	% Budget	Apr-20	% Budget	Original Budget	Amended Budget	M-T-D Apr-19	Y-T-D Apr-19	Y-T-D % Budget
Revenues:												
Property Taxes	\$ 4,210,532		\$ 41,495	\$ 4,198,064	99.7%	\$ 2,456,144	58.3%	\$ 3,832,433	\$ 3,832,433	\$ 35,440	\$ 3,699,080	96.5%
Sales / Beverage Tax	1,402,458		121,870	729,173	52.0%	\$ 818,101	58.3%	1,275,794	1,275,794	113,387	808,832	63.4%
Grants / Contributions	85,100		76,983	100,567	118.2%	\$ 49,642	58.3%	76,327	76,327	-	10,821	14.2%
Licenses / Permits	175,070		7,488	138,700	79.2%	\$ 102,124	58.3%	225,370	225,370	12,231	80,073	35.5%
Fines / Fees	179,700		5,328	66,002	36.7%	\$ 104,825	58.3%	179,700	179,700	16,361	106,236	59.1%
Charge for Services	181,225		16,832	115,840	63.9%	\$ 105,715	58.3%	190,950	190,950	4,739	94,551	49.5%
Investment Earnings	24,017		1,246	20,361	84.8%	\$ 14,010	58.3%	10,000	10,000	6,197	40,594	405.9%
Miscellaneous Income	5,500		16,871	19,168	348.5%	\$ 3,208	58.3%	106,070	106,070	330	37,650	35.5%
Intergovernmental	652,475		51,031	328,043	50.3%	\$ 380,610	58.3%	604,715	614,960	48,926	323,826	53.6%
Surplus / Sales Rentals	3,500		768	1,782	50.9%	\$ 2,042	58.3%	3,400	3,400	380	4,065	119.6%
Total Revenues	\$ 6,919,577	\$ -	\$ 339,912	\$ 5,717,700	82.6%	\$ 4,036,420	58.3%	\$ 6,504,759	\$ 6,515,004	\$ 237,991	\$ 5,205,728	79.9%
Expenditures:												
City Manager	\$ 323,076		\$ 22,879	\$ 188,652	58.4%	\$ 188,461.00	58.3%	\$ 365,464	\$ 365,464	\$ 3,413	\$ 182,899	50.0%
Mayor and City Council	186,444		12,228	85,401	45.8%	\$ 108,759.00	58.3%	127,323	177,323	10,310	99,789	56.3%
City Secretary	179,811		8,181	78,512	43.7%	\$ 104,889.75	58.3%	164,073	164,073	9,612	91,356	55.7%
Municipal Court	112,701		5,763	62,217	55.2%	\$ 65,742.25	58.3%	108,147	108,148	6,739	53,241	49.2%
Human Resources	132,128		8,489	63,712	48.2%	\$ 77,074.67	58.3%	104,908	104,909	8,900	52,966	50.5%
Finance	393,017		30,475	244,360	62.2%	\$ 229,259.92	58.3%	358,365	358,365	31,049	235,841	65.8%
Police	2,563,035		145,865	1,407,053	54.9%	\$ 1,495,103.75	58.3%	2,531,118	2,604,764	259,332	1,369,077	52.6%
Police SRO	156,513		13,008	99,310	63.5%	\$ 91,299.25	58.3%	155,077	155,077	12,404	89,802	57.9%
Fire	2,386,910		137,912	1,104,907	46.3%	\$ 1,392,364.17	58.3%	1,902,500	1,907,680	162,274	983,577	51.6%
Community Development	465,735		23,392	237,038	50.9%	\$ 271,678.75	58.3%	371,589	371,590	69,703	248,018	66.7%
Senior Citizen Center	63,376		5,611	29,784	47.0%	\$ 36,969.33	58.3%	54,528	54,528	5,853	28,080	51.5%
Library	305,042		15,820	147,473	48.3%	\$ 177,941.17	58.3%	268,261	268,259	(21,864)	147,168	54.9%
Non-Departmental	514,734		119,802	409,798	79.6%	\$ 300,261.50	58.3%	511,749	511,749	91,305	338,726	66.2%
Total Expenditures	\$ 7,782,522	\$ -	\$ 549,425	\$ 4,158,217	53.4%	\$ 4,539,805	58.3%	\$ 7,023,102	\$ 7,151,929	\$ 649,030	\$ 3,920,540	54.8%
Total Revenues Over (Under) Exp	\$ (862,944)	\$ -	\$ (209,513)	\$ 1,559,483		\$ (503,385)		\$ (518,342)	\$ (636,925)	\$ (411,039)	\$ 1,285,188	
Other Financing Sources (Uses):												
	-	-	-	-		-		-	-	-	-	
Non-cash Transactions:												
Capital lease proceeds	-		-			-		-	-	-	-	
Capital expenditures	-		-	-		-		-	-	-	-	
Transfers In (Out):	-							-	-	-	-	
	-							-	-	-	-	
Net Change in Fund Balance	\$ (862,944)	\$ -		\$ 1,559,483				\$ (518,342)	\$ (636,925)			
Total Unassigned Fund Balance - BOY	1,480,503	-		1,480,503					1,746,714			
Ending Fund Balance Sept. 30	\$ 617,559	\$ -		\$ 3,039,986					\$ 1,109,789			
Less: Commitments for Specific Use	-	-		-								
Less: Assigned for Specific Use	-	-		-								
Ending Fund Balance - Unassigned	\$ 617,559	\$ -		\$ 3,039,986					\$ 1,109,789			
AVERAGE DAILY EXPENDITURES	21,322	-		11,392					19,594			
NUMBER OF DAYS IN RESERVE	29			267					57			
FUND BALANCE AS A % OF EXPENDITURES	7.94%			73.11%					15.52%			

STREETS FUND
FOR THE MONTH ENDED APRIL 30, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON

58.3%

	CURRENT FISCAL YEAR						PRIOR FISCAL YEAR					
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2019-2020		M-T-D	Y-T-D	Y-T-D	FY 2019-2020		FY 2018-2019		FY 2018-2019		
	Original Budget	Amended Budget						Original Budget	Amended Budget	M-T-D Apr-19	Y-T-D Apr-19	Y-T-D % Budget
Revenues:			Apr-20	Apr-20	% Budget	Apr-20	% Budget					
Franchise Fees Telephone	\$ 36,622		\$ 429	\$ 9,086	24.8%	\$ 21,362.83	58.3%	\$ 40,000	\$ 40,000	\$ 572	\$ 10,570	26%
Franchise Fees Garbage	69,300		4,489	35,622	51.4%	\$ 40,425.00	58.3%	70,000	70,000	6,925	34,872	50%
Franchise Fees Gas	65,120		-	58,348		\$ 37,986.67	58.3%	53,000	53,000	-	65,778	124%
Franchise Fees Electricity	315,583		2,682	152,065	48.2%	\$ 184,090.08	58.3%	295,000	295,000	1,983	144,576	49%
Franchise Fees Cable	54,450		1,239	17,882		\$ 31,762.50	58.3%	50,000	50,000	-	16,410	33%
Franchise Fees Water Sew	267,106		22,259	155,812	58.3%	\$ 155,811.83	58.3%	189,869	189,869	-	-	0%
Investment Income	7,000		136	2,802	40.0%	\$ 4,083.33	58.3%	2,000	2,000	749	4,627	231%
TexDot Connecting Kennedale										(41,555)	-	
Misc. Income			-	300						-	10	
Admin Charge - Strm Water	19,995					\$ 11,663.75	58.3%	19,995	19,995			0%
Park Pavilion Rental	3,700		-	725	19.6%	\$ 2,158.33	58.3%	4,500	4,500	175	520	12%
Ballfield Rental	50					\$ 29.17	58.3%	350	350	-	50	14%
Sale of Parts/Assets												
Transfer In Park Dedication								35,000	35,000			0%
Transfer In TIF Fund												
Transfer In Donation Fund												
Total Revenues	\$ 838,926	\$ -	\$ 31,234	\$ 432,642	51.6%	\$ 489,374	58.3%	\$ 759,714	\$ 759,714	\$ (31,151)	\$ 277,413	37%
Expenditures:												
Street Maintenance	\$ 850,176		\$ 51,165	\$ 407,962	48.0%	\$ 495,936.00	58.3%	\$ 740,910	\$ 740,910	\$ 63,210	\$ 354,421	48%
Park Maintenance	122,920		7,142	40,787	33.2%	\$ 71,703.33	58.3%	125,920	125,920	7,583	43,575	35%
Capital Projects	79,057		-		0.0%	\$ 46,116.58	58.3%	79,058	79,058	-	-	0%
Total Expenditures	\$ 1,052,153	\$ -	\$ 58,307	\$ 448,749	42.7%	\$ 613,756	58.3%	\$ 945,888	\$ 945,888	\$ 70,793	\$ 397,996	42%
Total Revenues Over (Under) Exp	\$ (213,227)	\$ -	\$ (27,073)	\$ (16,107)		\$ (124,382)		\$ (186,174)	\$ (186,174)	\$ (101,944)	\$ (120,583)	
Other Funding Sources (Uses):												
Non-cash transactions:												
Capital lease proceeds	-											
Capital expenditures	-											
Transfers In (Out):												
Debt Service Payments	-											
Net Change in Fund Balance	\$ (213,227)	\$ -		\$ (16,107)				\$ (186,174)	\$ (186,174)			
Total Unassigned Fund Balance - BOY	345,652			345,652					436,091			
Ending Fund Balance Sept. 30	\$ 132,425	\$ -		\$ 329,545					\$ 249,917			
Less: Commitments for Specific Use				-							-	
Less: Assigned for Specific Use				-							-	
Ending Fund Balance - Unassigned	\$ 132,425	\$ -		\$ 329,545					\$ 249,917			
AVERAGE DAILY EXPENDITURES	2,520	-		327					1,907			
NUMBER OF DAYS IN RESERVE	53			1,009					131			
FUND BALANCE AS A % OF EXPENDITURE	12.6%			73.4%					26.4%			

WATER & SEWER FUND
FOR THE MONTH ENDED APRIL 30, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON
58.3%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2019-2020		M-T-D	Y-T-D	Y-T-D	FY 2019-2020		FY 2018-2019		FY 2018-2019		
	Original Budget	Amended Budget	Apr-20	Apr-20	% Budget	Apr-20	% Budget	Original Budget	Amended Budget	M-T-D Apr-19	Y-T-D Apr-19	Y-T-D % Budget
Revenues:												
Water Service	\$ 1,941,782		\$ 289,232	\$ 1,102,232	56.8%	#####	58.3%	\$ 2,179,284	\$ 2,179,284	\$ 168,631	\$ 1,074,379	49%
Sewer Service	1,669,203		277,360	967,642	58.0%	\$ 973,701.75	58.3%	1,451,092	1,451,092	139,472	967,298	67%
Sewer Surcharge	11,978		-	1,990	16.6%	\$ 6,987.17	58.3%	9,600	9,600	1,054	7,277	76%
Penalties	50,873		-	9,729	19.1%	\$ 29,675.92	58.3%	66,000	66,000	4,625	29,751	45%
Administrative Fees	15,150		-	2,680	17.7%	\$ 8,837.50	58.3%	15,000	15,000	1,200	8,920	59%
Water Tap Fees	5,050		-	2,100	41.6%	\$ 2,945.83	58.3%	10,000	10,000	-	-	0%
Meter Purchase / Install	11,933		-	1,969	16.5%	\$ 6,960.92	58.3%	20,000	20,000	1,639	6,677	33%
Sewer Tap Fees	5,050		-	1,300	25.7%	\$ 2,945.83	58.3%	10,000	10,000	-	-	0%
Engineer Review Fees	6,924		-	2,500	36.1%	\$ 4,039.00	58.3%	5,000	5,000	-	3,143	63%
Sanitation Billing Fees	16,798		-	4,887	29.1%	\$ 9,798.83	58.3%	14,400	14,400	1,614	7,612	53%
Other Fees Water/Sewer	10,423		-	1,445	13.9%	\$ 6,080.08	58.3%	8,400	8,400	1,000	6,165	73%
Sales Tax	101		-	68	67.3%	\$ 58.92	58.3%	100	100	11	56	56%
Arlington Operator Cost			1,775	177,817								
Investment Income	37,814		532	13,511	35.7%	\$ 22,058.17	58.3%	1,000	1,000	3,555	21,406	2141%
Miscellaneous Income	31,718		26	98	0.3%	\$ 18,502.17	58.3%	7,500	7,500	(1,309)	31,405	419%
Cash Over/Under	-							-	-	-	1	
Sale of Parts/Assets	1,010		37,736	\$ 37,736		\$ 589.17	58.3%	1,000	1,000	133	345	35%
Transfer In - Water Impact Fund	152,524		12,710	\$ 88,972		\$ 88,972.33	58.3%	152,525	152,525			
Transfer In - Sewer Impact Fund	60,000		5,000	\$ 35,000		\$ 35,000.00	58.3%	60,000	60,000			
Total Revenues	\$ 4,028,331	\$ -	\$ 624,371	\$ 2,451,676	60.9%	\$ 2,349,860	58.3%	\$ 4,010,901	\$ 4,010,901	\$ 321,625	\$ 2,164,435	54%
Expenditures:												
Utility Billing	\$ 1,518,390		\$ 50,957	\$ 847,795	55.8%	\$ 885,727.50	58.3%	\$ 1,293,973	\$ 1,293,973	\$ 137,572	\$ 692,835	54%
Operations	1,385,155		85,559	930,181	67.2%	\$ 808,007.08	58.3%	1,576,197	1,576,197	228,762	\$ 659,771	42%
Debt Service	354,505		-	320,706		\$ 206,794.58	58.3%	509,680	509,680	-	\$ 470,199	92%
Capital Projects	415,000		-	105,513	25.4%	\$ 242,083.33	58.3%	654,796	654,796	4,337	\$ 81,167	12%
Non-Departmental	677,889		54,960	395,285	58.3%	\$ 395,435.25	58.3%	624,875	624,875	32,352	\$ 266,685	43%
Total Expenditures	\$ 4,350,939	\$ -	\$ 191,476	\$ 2,599,480	59.7%	\$ 2,538,048	58.3%	\$ 4,659,521	\$ 4,659,521	\$ 403,023	\$ 2,170,657	47%
Total Revenues Over (Under) Exp	\$ (322,608)	\$ -	\$ 432,895	\$ (147,804)		\$ (188,188)		\$ (648,620)	\$ (648,620)	\$ (81,398)	\$ (6,222)	
Other Funding Sources (Uses):												
Debt service - bond payments												
Non-cash transactions:												
Capital lease proceeds												
Capital expenditures												
Net Change in Fund Balance	\$ (322,608)	\$ -		\$ (147,804)				\$ (648,620)	\$ (648,620)			
Total Unrestricted Fund Balance - BOY	1,682,545			1,682,545					1,990,605			
Total Fund Balance - EOY	\$ 1,359,937	\$ -		\$ 1,534,741		\$ -			\$ 1,341,985			
Less: Commitments for Specific Use				-		-						
Less: Assigned for Specific Use				-		-						
Ending Fund Balance - Unrestricted	\$ 1,359,937	\$ -		\$ 1,534,741		\$ -			\$ 1,341,985			
AVERAGE DAILY EXPENDITURES	884			405					1,777			
NUMBER OF DAYS IN RESERVE	1,539			3,790					755			
FUND BALANCE AS A % OF EXPENDITURE	31%			59%					29%			

STORMWATER FUND
FOR THE MONTH ENDED APRIL 30, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON

58.3%

	CURRENT FISCAL YEAR				
	BUDGET		ACTUAL		FY PROJECTED
	FY 2019-2020		M-T-D	Y-T-D	FY 2019-2020
	Original Budget	Amended Budget	Apr-20	Apr-20	% Budget
Revenues:					
Penalties	\$ 3,200		\$ -	\$ 401	12.5%
Grant Revenue	-				
Drainage Fees	297,200		40,938	144,159	48.5%
Investment Income	500		42	558	111.6%
Miscellaneous Income	-				
Total Revenues	\$ 300,900	\$ -	\$ 40,980	\$ 145,118	48.2%
Expenditures:					
Stormwater Utility	585,316		\$ 36,858	\$ 88,256	15.1%
Total Expenditures	\$ 585,316	\$ -	\$ 36,858	\$ 88,256	15.1%
Total Revenues Over (Under) Exp	\$ (284,416)	\$ -	\$ 4,122	\$ 56,862	\$ (165,909)
Other Financing Sources (Uses):					
Capital grant contributions	-	-	-	-	
Net Change in Fund Balance	\$ (284,416)	\$ -		\$ 56,862	
Total Unrestricted Fund Balance - BOY	1,221,677			1,224,677	
Total Fund Balance - EOY	\$ 937,261	\$ -		\$ 1,281,539	
Less: Commitments for Specific Use	-	-		-	
Ending Fund Balance - Unrestricted	\$ 937,261	\$ -		\$ 1,281,539	

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2018-2019		FY 2018-2019		
Original Budget	Final Budget	M-T-D Apr-19	Y-T-D Apr-19	Y-T-D % Budget
\$ 2,500	\$ 2,500	\$ 320	\$ 2,320	92.8%
-	-			
252,000	252,000	22,207	153,938	61.1%
450	450	75	362	80.4%
-	-			
\$ 254,950	\$ 254,950	\$ 22,602	\$ 156,620	61%
\$ 139,764	\$ 139,764	\$ 9,682	\$ 82,829	59.3%
\$ 139,764	\$ 139,764	\$ 9,682	\$ 82,829	59%
\$ 115,186	\$ 115,186	\$ 12,920	\$ 73,791	
-	-	-	-	
\$ 115,186	\$ 115,186			
	\$ 1,159,638			
	\$ 1,274,824			
-	-			
\$ -	\$ 1,274,824			

**OTHER FUNDS: MONTHLY FINANCIALS
FOR THE MONTH ENDED APRIL 30, 2020**

		BUDGET					Y-T-D ACTUAL							
FUND	FUND NAME	Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year	Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	% Budget	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
DEBT SERVICE FUND														
2	Debt Service Fund	\$ 1,750,253	\$ 1,487,977	\$ 262,276	\$ 309,119	\$ 571,395	\$ 1,472,627	84%	\$ 1,376,092	92%	\$ 96,535	36.8%	\$ 309,119	\$ 405,654
OTHER GENERAL FUNDS														
5	Capital Replacement Fund	\$ 185,732	\$ 185,732	\$ -	\$ 236,826	\$ 236,826	\$ 6,614	4%	\$ 110,614	60%	\$ (104,000)	0.0%	\$ 236,826	\$ 132,826
12	Court Security Fund	3,000	-	\$ 3,000	20,614	23,614	1,735	58%	-	0%	\$ 1,735	57.8%	\$ 20,614	22,349
16	Court Technology Fund	3,920	875	\$ 3,045	9,796	12,841	1,913	49%	-	0%	\$ 1,913	62.8%	\$ 9,796	11,709
18	Juvenile Case Manager Fund	5,650	13,873	(8,223)	6,079	(2,144)	2,052	36%	1,213	0%	\$ 839	-10.2%	\$ 6,079	6,918
21	TIF 1 (New Hope Rd) Fund	146,648	-	146,648	(656,862)	(510,214)	104,477	71%	-	0%	\$ 104,477	71.2%	\$ (656,862)	(552,385)
34	Leose Fund	1,767	1,650	117	1,895	2,012	1,757	99%	-		\$ 1,757	1501.7%	\$ 1,895	3,652
83	Tree Reforestation Fund	500	500	-	70,425	70,425	543	109%	-	60%	\$ 543	0.0%	\$ 70,425	70,968
		\$ 347,217	\$ 202,630	\$ 144,587	\$ (311,227)	\$ (166,640)	\$ 119,091		\$ 111,827		\$ 7,264		\$ (311,227)	\$ (303,963)
CAPITAL FUNDS														
4	Capital Projects Fund	\$ 70,250	\$ 104,768	\$ (34,518)	\$ (24,182)	\$ (58,700)	\$ 55,364	79%	\$ -	0%	\$ 55,364	-160.4%	\$ (24,182)	\$ 31,182
13	Capital Bond Fund	-	735,000	(735,000)	2,617,419	1,882,419	19,571		248,579	34%	\$ (229,008)	31.2%	\$ 2,617,419	\$ 2,388,411
14	Park Dedication Fund	800	30,170	(29,370)	96,825	67,455	17,510	2189%	-	0%	\$ 17,510	-59.6%	\$ 96,825	\$ 114,335
32	Library Building Fund	2,270	2,000	270	(4,035)	(3,765)	1,077	47%	-	0%	\$ 1,077	398.9%	\$ (4,035)	\$ (2,958)
45	Roadway Impact Fee Fund	27,535	10,000	17,535	573,275	590,810	6,168	22%	11,319	113%	\$ (5,151)	-29.4%	\$ 573,275	\$ 568,124
61	Water Impact Fee Fund	35,146	152,525	(117,379)	12,325	(105,054)	2,252	0	88,973	1	(86,721)	1	12,325	(74,396)
62	Sewer Impact Fee Fund	17,201	60,000	(42,799)	77,190	34,391	1,693	0	35,000	1	(33,307)	1	77,190	43,883
		\$ 153,202	\$ 1,094,463	\$ (941,261)	\$ 3,348,817	\$ 2,407,556	\$ 74,935		\$ 248,579		\$ (173,644)		\$ 2,593,237	\$ 2,419,593
EDC 4B FUNDS														
15	EDC 4B Fund	\$ 700,728	\$ 572,598	\$ 128,130	\$ 306,146	\$ 434,276	\$ 523,459	75%	\$ 403,546	70%	\$ 119,913	93.6%	\$ 306,146	\$ 426,059
				-		-		0%	-		\$ -		\$ -	\$ -
		\$ 700,728	\$ 572,598	\$ 128,130	\$ 306,146	\$ 434,276	\$ 523,459		\$ 403,546		\$ 119,913		\$ 306,146	\$ 426,059

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.1.

SUBJECT

Consider approval of Ordinance 698, reappointing Municipal Judge Bill Lane to a two-year term and authorizing the Mayor to sign a two-year extension of the municipal judge's contract

ORIGINATED BY

George Campbell, City Manager

SUMMARY

As required by the Charter, this (attached) Ordinance 698 is being presented for consideration of the re-appointment of William "Bill" Lane as the Kennedale Municipal Court's Presiding Judge, Craig Magnuson as the Associate Judge, and Erin Bakker as an alternative Associate Judge. The alternative Associate Judge is appointed due to the Texas Legislature rules on the recusal and disqualification process. All three serve two-year terms, coinciding with the Mayor's term.

In accordance with the Internal Revenue Service (IRS) interpretation of 'officers of the court', the contract and related Ordinance establish these Municipal Judges as independent contractors. No changes have been made from the most recent contract, which commenced on May 21, 2018.

https://www.tmcec.com/programs/judges/recusal_and_disqualification/

Section 9.03 - Judge of the Municipal Court

The City Council shall appoint a Judge who shall be known as the "Judge of the Municipal Court". The Judge shall be appointed for a two (2) year term. In order to be appointed, the Judge must be a resident of the State of Texas. The City Council shall fix the compensation for the Judge. The City Council, acting in its sound discretion, may suspend or remove the Municipal Judge at any time by a majority vote of the entire Council. The City Council shall give the Municipal Judge written notice for removal and/or suspension and give the Municipal Judge opportunity to respond. Upon written request of the Municipal Judge, the City Council shall schedule a public hearing and provide the Municipal Judge an opportunity to present a defense against any accusations made. The City Council shall not arbitrarily or capriciously suspend or remove the Municipal Judge, but its decision in such matters shall be final. If for any reason the Judge is unable to act, the City Council shall either declare the office vacant, or appoint a temporary Judge to serve until the Judge is able to act. If the office of the Judge is declared vacant, it shall be filled by appointment by the City Council in accordance with this Section. Following appointment the Judge must meet all educational or other qualifications as prescribed by State Law. The City Council may also appoint such alternate Judges as necessary. All alternate Judges must meet the same qualifications as the Judge of the Municipal Court.

RECOMMENDATION

Approve

ATTACHMENTS

1.	O698_AppointingMunicipalJudge	O698_AppointingMunicipalJudge.pdf
2.	AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES 2020	AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES 2020.pdf

ORDINANCE NO. 698

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, APPOINTING THE JUDGE AND ASSOCIATE JUDGES OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF KENNEDALE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, 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, the City Council has created a municipal court of record, pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance; and

WHEREAS, the workload of the Kennedale Municipal Court is not large enough to support a full time Municipal Court Judge; and

WHEREAS, it is of great benefit to the City of Kennedale to have an experienced municipal court judge sit on the bench of the City of Kennedale municipal court; and

WHEREAS, Section 574.001, Texas Government Code requires that a finding be made to the effect that a person who serves as an officer in more than one appointed position obtain a finding from the governing body that such officer has satisfied Article XVI, Section 40 of the Texas Constitution; and

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

SECTION 1. It is hereby found that the office of municipal court judge of the City of Kennedale is of benefit to the State of Texas and to the City of Kennedale and that there is no conflict between the office of municipal court judge of Kennedale and the office of municipal judge in any other City.

SECTION 2. William "Bill" Lane is hereby reappointed as the Municipal Judge of the municipal court of record in the City of Kennedale, Texas, for a two-year term beginning May 21, 2020. At the expiration of said term in accordance with Article 16, Section 17 of the Texas Constitution Judge Lane shall continue to serve until his successor shall be duly qualified.

SECTION 3. Craig Magnuson and Erin Bakker are hereby appointed as the associate judges to serve when the Municipal Judge is temporarily absent or unable to serve.

SECTION 4. This ordinance shall be cumulative of all other ordinances of the City of Kennedale and shall not repeal any of the provisions of such ordinances except in those instances when provisions of such ordinances are in direct conflict with the provisions of this ordinance in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. 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 AND APPROVED ON THIS 19TH DAY OF MAY, 2020.

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY DREW LARKIN

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF KENNEDALE §

AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES

The Parties for this Agreement for Municipal Court Judge Services are Bill Lane (hereinafter referred to as "Lane") and the City of Kennedale, Texas (hereinafter referred to as "City"). Lane and the City are referred to collectively herein as "the Parties."

WHEREAS, the City desires to contract with Lane to perform the services of Municipal Court Judge; and

WHEREAS, Lane desires to contract with the City to provide services as the Municipal Court Judge;

NOW THEREFORE, for the mutual covenants and considerations described herein, the Parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Lane agrees to serve as the Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. The services provided hereunder shall include:
 - a. Attendance at regularly scheduled sessions of the Kennedale Municipal Court; and
 - b. Conducting other court hearings and trials at the Kennedale Municipal Court as may be necessary.
- 2. ALTERNATE JUDGES.** Lane agrees to provide two individuals, approved and appointed by the City Council, to serve as Alternate Judges of the Municipal Court. Said individuals will serve as Judge of the Municipal Court in Lane's absence. Said individuals must meet the minimum qualifications to serve as a Judge of the Municipal Court as outlined in the City Charter and Chapter 30 of the Texas Government Code. Lane shall be responsible for compensating and scheduling the Alternate Judges.
- 3. COURT FACILITIES.** The City will provide a suitable place for holding court and shall pay for all the expense of maintaining it. The City will furnish staff, supplies, and equipment sufficient for the operation of the Court.
- 4. HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and Lane. Currently the regularly scheduled session of the Municipal Court is set on the fourth Wednesday of the month.
- 5. CONSIDERATION.** As consideration for services provided herein, the City agrees to pay Lane the sum of \$1,200.00 monthly.
- 6. QUALIFICATION.** Lane declares that he is qualified to serve as Judge of the Municipal Court because he meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Lane agrees to maintain said qualifications throughout the term of this Agreement.
- 7. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Lane is an independent contractor to the City, not an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Neither Lane, nor his partners, agents, employees or Alternate Judges shall be deemed to

be an employee of the City for any purpose whatsoever, and Lane shall not be eligible to participate in any benefit program provided by the City for its employees. Lane shall be exclusively responsible for the payment of his own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues.

8. INDEMNIFICATION. To the extent allowed by law, the City will defend, indemnify and hold Lane and any Alternate Judge appointed by the City harmless from any and all claims arising out of the good faith performance of the duties and functions as the Judge of the Municipal Court.

9. NOTICES. Notices pursuant to this Agreement will be given in writing and sent by First Class United States Mail or Personal Delivery, addressed as follows:

To Lane: Bill Lane, Attorney at Law
1110 Tennison Road, Azle Texas 76020

To the City: City Secretary, City of Kennedale
405 Municipal Drive, Kennedale, TX 76060

Each party will have the continuing obligation to advise the other party of any change of address.

10. MODIFICATION. No change or addition to this Agreement will be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

11. STATE LAW. This Agreement will be construed in a manner consistent with and not in derogation of the provisions of state law governing the Judge of the Municipal Court's jurisdiction, powers, duties, obligations or statutory term of office.

12. TERM. Notwithstanding the date of execution hereof, the term of this Agreement will be a two-year term commencing on May 21, 2020.

13. TERMINATION.

- a. City may terminate this Agreement in accordance with Section 9.03 of the City Charter or in accordance with Chapter 30 of the Texas Government Code.
- b. Lane may terminate this Agreement by providing City thirty (30) days prior written notice, unless the parties agree otherwise in writing.
- c. In the event that this Agreement is terminated, the City will only be obligated to pay Lane under this Agreement up to the date of termination.

SIGNED AND AGREED TO ON BEHALF OF BILL LANE ON THIS THE _____ DAY OF _____ 2020.

JUDGE BILL LANE

SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON THIS THE _____ DAY OF _____ 2020.

MAYOR BRIAN JOHNSON

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.2.

SUBJECT

Consider Ordinance 701, renewing the Mayor's Local Disaster Declaration in relation to Coronavirus (COVID-19)

ORIGINATED BY

George Campbell, City Manager

SUMMARY

The City Attorney's Office is currently drafting Ordinance 701, which, if adopted by Council, would extend the Mayor's Second Amended Declaration of Local Public Health Emergency (enacted March 24) and make it coterminous with Governor Abbott's Disaster Declaration for COVID-19 (originally issued on March 13 and most recently renewed on May 12).

The Council originally extended Mayor Johnson's Declaration through 11:59 p.m. on April 30, 2020, via adoption of Ordinance 695 at the special meeting on Tuesday, March 24, 2020; and renewed it through 11:59 p.m. Sunday, May 31 via Ordinance 696 at a Special Meeting on April 28.

Ordinance 701 will be provided to Council as soon as it is available.

RECOMMENDATION

Approve

ATTACHMENTS

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.3.

SUBJECT

Consider approval of Resolution 572, denying the Distribution Cost Recover Factor (DCRF) Rate Request of ONCOR Electric Delivery Company, LLC, made on or about April 3, 2019

ORIGINATED BY

George Campbell, City Manager

SUMMARY

The City is an electric utility customer of Oncor Electric Delivery Company LLC. The Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts. On April 3, 2020, Oncor filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") with each of the cities retaining original jurisdiction (including Kennedale) and with the Commission in Docket No. 50734. In the filing, the Company sought to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer's bill).

The resolution authorizes the City to join with OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

PURPOSE OF THE RESOLUTION: To deny the DCRF amendment proposed by Oncor.

EXPLANATION OF "BE IT ORDAINED" SECTIONS:

1. Authorizes the city to participate with OCSC as a party in the Company's DCRF filing in PUC Docket No. 50734.
2. Authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. It also authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the Commission.
3. Finds that Oncor's application is unreasonable and should be denied.
4. States that Oncor's current rates shall not be changed.
5. Provides that Oncor will reimburse OCSC for its reasonable rate case expenses; Legal counsel and consultants approved by OCSC will submit monthly invoices to Oncor for reimbursement.
6. Recites that the Resolution was passed at a meeting that was open to the public and that consideration of the Resolution was properly noticed.
7. Provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

RECOMMENDATION

Approve

ATTACHMENTS

1.	CONFIDENTIAL Summary Memo Re Denial Resolution- 2020 Oncor DCRF	CONFIDENTIAL Summary Memo Re Denial Resolution- 2020 Oncor DCRF.pdf
2.	R572 Denial Resolution (Oncor 2020 DCRF)	R572 Denial Resolution (Oncor 2020 DCRF).pdf

RESOLUTION NO. 572

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Kennedale, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer's bill); and

WHEREAS, the City of Kennedale, Texas, will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1.

That the City is authorized to participate with OCSC in Commission Docket No. 50734.

SECTION 2.

That, subject to the right to terminate employment at any time, the City of Kennedale, Texas, hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3.

That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4.

That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5.

That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 6.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7.

That a copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED AND APPROVED ON THIS 19TH DAY OF MAY, 2020.

**SIGNATURE PAGE FOR
RESOLUTION NO. 572
CITY OF KENNEDALE, TEXAS**

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY DREW LARKIN

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.4.

SUBJECT

Consider approval of Resolution 573, authorizing continued participation in Tarrant County's Community Development Block Grant (CDBG), Home Investment Partnership, and Emergency Solutions Grant Consortium for the three program year period, fiscal year 2021 through 2023

ORIGINATED BY

Larry Hoover, Public Works Director

SUMMARY

Tarrant County Community Development and Housing acts as administrators for the federally funded programs including the Community Development Block Grant (CDBG), the HOME Investment Partnership, and the Emergency Solutions Grant (ESG) Consortium.

Entitlement counties, such as Tarrant County must re-qualify every three years for funding. Tarrant County is eligible to receive entitlement grant funds by having a combined population of 200,000 or more from unincorporated areas and participating municipalities.

The City of Kennedale has participated in the CDBG program for many years to improve qualified infrastructure – most recently the Third Street waterline replacement; and also began participating in the HOME Program in 2019 to offer funds to eligible Kennedale residents for housing repairs including roofing, plumbing, weatherization, foundation, and electrical. The City does not currently participate in the ESG Consortium, which provides homeless persons with basic shelter and essential supportive services.

Attached Resolution 579 would renew the agreement the City has previously approved (and currently operates under) with Tarrant County and reaffirm our intent to continue to meet the necessary requirements of the specific programs according the 104(b) of Title I of the Housing and Community Development Act of 1974, Title IV of the Civil Rights Act of 1964 and the Fair Housing Act.

Adoption of the Resolution is for a three-year term (program years 2021, 2022, and 2023) and would automatically renew in successive three-year qualification periods unless the County or the City informs HUD with written notice to elect not to participate in a new qualification period.

Staff will be available to answer questions.

RECOMMENDATION

Approve

ATTACHMENTS

1.	R573 CDBG Participation (2021-2023)	R573 CDBG Participation (2021-2023).pdf
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RESOLUTION NO. 573

RESOLUTION REGARDING CITY OF KENNEDALE PARTICIPATION IN TARRANT COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT CONSORTIUM FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2021 THROUGH FISCAL YEAR 2023.

WHEREAS, Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992, establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income, and

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, establishes the HOME Investment Partnership Act to expand the supply of decent, safe, sanitary and affordable housing for very low-income and low-income Americans, and

WHEREAS, Tarrant County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) program funds provided said County has a combined population of 200,000 persons in its unincorporated areas and units of general local government with which it has entered into cooperative agreements, and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

WHEREAS, the City of Kennedale may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in Tarrant County's CDBG program, and

WHEREAS, the City of Kennedale shall not participate in a HOME consortium except through Tarrant County; however, does not preclude Tarrant County or the City of Kennedale from applying to the State for HOME Investment Partnership (HOME) funds, if the State allows, and

WHEREAS, City of Kennedale may receive Emergency Solutions Grant (ESG) programming through Tarrant County; however, does not preclude Tarrant County or the City of Kennedale from applying to the State for Emergency Solutions Grant (ESG) funds, if the State allows, and

WHEREAS, through cooperative agreements Tarrant County has authority to carry out activities funded from annual Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program Allocation from Federal Fiscal Years 2021, 2022, and 2023, from any program income generated from the expenditure of such funds and any successive qualification periods under automatic renewal, and

WHEREAS, this cooperative agreement covers Federal Fiscal Years 2021, 2022, and 2023, it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City of Kennedale informs HUD with written notice to elect to not participate in a new qualification period, and

WHEREAS, the cooperative agreement will be automatically renewed by the date specified in HUD's urban county qualification notice for the next qualification period, Tarrant County will notify City of Kennedale in writing of its right not to participate, and

WHEREAS, with automatic renewal, Tarrant County and City of Kennedale will be required to adopt and submit to HUD any amendment to the agreement incorporating changes necessary to meet the requirements set forth in an Urban County Qualification Notice, and

WHEREAS, Tarrant County and the City of Kennedale agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, and

WHEREAS, Tarrant County and City of Kennedale will take all actions necessary to assure compliance under section 104(b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and

WHEREAS, Tarrant County will not fund activities in, or in support of City of Kennedale that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification, and

WHEREAS, Tarrant County and City of Kennedale will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, of Title II of the Americans with Disabilities Act, Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws, and

WHEREAS, the City of Kennedale has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and

WHEREAS, the City of Kennedale has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from

a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions, and

WHEREAS, in accordance with 24 CFR 570.501(b), Tarrant County is responsible for ensuring that CDBG, HOME and ESG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development, on the use of program income, and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Kennedale is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503, and

WHEREAS, Tarrant County and City of Kennedale may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

NOW, THEREFORE, BE IT RESOLVED, by the City of Kennedale, that the City Council of Kennedale, Texas supports the application of Tarrant County for funding from Housing and Community Development Act of 1974, as amended, and Cranston-Gonzalez National Affordable Housing Act, as amended, and asks that its population be included for three successive years with that of Tarrant County, Texas to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of Kennedale, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of the Resolution, and further that the City of Kennedale, Texas understands that Tarrant County will have final responsibility for selecting projects and filing annual grant requests.

BE IT FURTHER RESOLVED, this cooperative agreement will automatically be renewed for participation in successive three-year qualification periods, unless Tarrant County or the City of Kennedale provides written notice it elects not to participate in a new qualification period. Tarrant County will notify the City of Kennedale in writing of its right to make to such election on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the next qualification period. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by Tarrant County and the City of Kennedale, and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until CDBG, HOME, ESG funds and income received to the fiscal 2021, 2022, 2023 programs, and to any successive qualification periods provided

through the automatic renewal of this agreement, are expended and the funded activities completed, neither Tarrant County nor the City of Kennedale may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the City Secretary of the City of Kennedale. Any notice of changes or amendments to this agreement by the City of Kennedale to Tarrant County shall be in writing to the Tarrant County Community Development Division Director.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

PASSED AND APPROVED THIS _____ day of _____, 2020

Commissioners Court Clerk

County Judge

PASSED AND APPROVED THIS _____ day of _____, 2020
Approval Form for District Attorney

Approved as to Form*

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract 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).

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.5.

SUBJECT

Approval of the minutes from the April 14, 2020 special meeting

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

Please see the attached minutes for your approval.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2020_04.14 City Council Special Meeting Minutes DRAFT	2020_04.14 City Council Special Meeting Minutes DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING VIA VIDEOCONFERENCE | APRIL 14, 2020 AT 5:00 PM

**MEMBERS OF THE PUBLIC MAY JOIN BY VISITING
WWW.CITYOFKENNEDALE.COM/JOINMEETING AND/OR BY DIALING
1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060**

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:00 p.m.

II. SPECIAL SESSION

A. ROLL CALL

Participating via VideoConference: Mayor Brian Johnson; Josh Altom, Place 1; Chris Pugh, Place 2; Mayor Pro Tem Lee, Place 3; Linda Rhodes, Place 4; Chad Wandel, Place 5. **Staff Participating via VideoConference:** City Manager George Campbell, City Secretary and Communications Coordinator Leslie E. Galloway, City Attorney Drew Larkin, Director of Finance and Information Technology Lakeita Sutton, Director of Planning and Economic Development Melissa Dailey, Public Works Director Larry Hoover

B. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider an Ordinance, renewing the Mayor's Local Disaster Declaration in relation to Coronavirus (COVID-19)

City Manager George Campbell stated that the current declaration extends through the end of April and that it automatically adjusts to State or County regulations, thus there was no reason to act on this item at this time.

2. Discussion of issues relating to the Coronavirus (COVID-19) emergency

City Manager George Campbell stated that there was nothing to report at this time.

3. Discuss, consider, and provide staff direction regarding an economic assistance grant or loan program for local small businesses relating to the Coronavirus (COVID-19) pandemic and the City's local disaster declaration

City Manager George Campbell stated that staff had discussed with the EDC Board at their meeting on Monday, April 13, the possibility of using EDC funds to provide grants or loans to local small businesses, if the program proved practical.

Director of Planning and Economic Development Melissa Dailey stated that staff presented multiple options to assist small businesses affected by COVID-19, but that all information seemed to indicate that the City providing money to businesses would negatively affect their ability to qualify for benefits under federal or state programs. She added that the EDC Board approved delaying rent to tenants in EDC-owned buildings and to offer funding for a shop local program currently being developed by staff, but to delay any decisions regarding grants or loans to businesses. There was some discussion

of the offerings at the state and federal level and the source of the EDC funding for such potential programs.

At the request of Mayor Johnson, City Manager George Campbell offered an update on the recent billing error (due to mis-formatted meter readings) that affected roughly 200 customers as well as the incorrect stormwater fee that appeared on all invoices. Director of Finance and Information Technology Lakeita Sutton stated that staff failed to communicate that the Ordinance was not passed in March as had been expected, but that customers would receive a \$1.00 credit on the next billing. Campbell stated that staff would provide a more comprehensive update during the April 21 Regular Meeting.

III. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Mayor Pro Tem Lee, **Seconded By** Wandel. **Motion passed unanimously.**

Mayor Johnson adjourned the meeting at 5:27 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.6.

SUBJECT

Approval of the minutes from the April 21, 2020 regular meeting

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

Please see the attached minutes for your approval.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2020_04.21 City Council Special Meeting Minutes DRAFT	2020_04.21 City Council Special Meeting Minutes DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING VIA VIDEOCONFERENCE
APRIL 21, 2020 AT 5:30 PM

MEMBERS OF THE PUBLIC MAY JOIN BY VISITING
WWW.CITYOFKENNEDALE.COM/JOINMEETING AND/OR BY DIALING
1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:30 p.m.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Presentation of the independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2019

Director of Finance and Information Technology Lakeita Sutton stated that the process had taken about one month longer than usual due complications, but that the audit was successful. She added that FY19 ended with a fund balance higher than was projected. The year ended at 32% fund balance as a percentage of annual expenditures across all general funds. She adds that the 32% fund balance includes several of City's funds within the categories of general, capital projects, special projects, municipal, and parks. She stated that the two audit findings that carried over from the prior year were related to the year-end closing process and the segregation of duties.

Danny Martinez of BKD (the City's auditing firm) offered a presentation of the audit, including results (an unmodified opinion), the process, required communications, findings (two significant deficiencies), financial trends, and forthcoming Government Accounting Standards Board (GASB) standards.

There was some discussion regarding deferred outflows of resources related to pensions, the Tax Notes issued in January 2020, the potential financial impacts of COVID-19, the deficit reflected on page 4, increasing revenues from sales and property tax, and how ending FY19 above projections will help to mitigate the budgeted deficit for FY20.

2. Hold a discussion and provide staff direction regarding the development of an economic assistance program for local small businesses relating to the Coronavirus (COVID-19) pandemic and the City's local disaster declaration

City Manager George Campbell stated that though staff had proposed the possibility of a program to assist local small businesses, that research had shown that it would most likely only serve to negatively impact those businesses' ability to qualify for assistance under federal and/or state programs, and, at this time, staff was not offering a recommendation to move forward with such a program. He added that the EDC board had also come to a consensus that provision of such a program by the City and/or the

EDC was premature, but that the board had approved rent deferral (not forgiveness) for tenants of EDC-owned properties in 30-day increments. There was some discussion regarding potentially offering no-interest loans and/or 380 agreements instead of grants.

3. Receive a report and hold a discussion of operations issues relating to the Coronavirus (COVID-19) emergency

City Manager George Campbell stated that the Planning Department had developed a "Shop Kennedale" program. Planner Meghan Riddlespurger gave a brief presentation of the new website (www.shopkennedale.org) that aggregated local business information, including changes due to COVID-19, noting that the program had been very successful thus far. Riddlespurger added that printed materials were also in production.

4. Receive a report regarding the current status of utility customer service and billing issues

City Manager George Campbell stated that the Informal Staff Report that had been sent to Council via email was included in the packet and then provided a brief overview of the billing issues that had affected about 200 of the most recent utility bills, the research staff had done to identify the source of the problem, and what was being done to correct and prevent such an occurrence going forward.

There was some discussion about ways in which this could have been prevented, the need for additional review of billing registers, the cost of having the City of Arlington manually read the meters, the replacement of the MTU's on the meters, and Council's strong desire to do anything necessary from preventing such a problem in the future.

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

There was no discussion at this time.

At 6:52 p.m., Mayor Johnson offered a brief recess before convening the Regular Session.

III. EXECUTIVE SESSION

The Council recess to Executive Session at any time during this meeting.

IV. REGULAR SESSION

Mayor Johnson called the Regular Session to order at 7:03 p.m.

A. ROLL CALL

Participating via VideoConference: Mayor Brian Johnson; Josh Altom, Place 1; Chris Pugh, Place 2; Mayor Pro Tem Lee, Place 3; Linda Rhodes, Place 4; Chad Wandel, Place 5. **Staff Participating via VideoConference:** City Manager George Campbell, City Secretary and Communications Coordinator Leslie E. Galloway, City Attorney Drew Larkin, Director of HR and Administrative Services Danielle Clarke, Director of Finance and Information Technology Lakeita Sutton, Library Director Amanda King, Director of Planning and Economic Development Melissa Dailey, Planner Meghan Riddlespurger, Public Works Director Larry Hoover, Fire Chief James Brown, and Police Chief Tommy Williams, Administrative Assistant Rosie Ericson; **Consultants Participating via VideoConference:** Danny Martinez of BKD and Lee Swain of SafeBuilt

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

This item was skipped due to the meeting being held via VideoConference.

C. VISITOR AND CITIZEN FORUM

There were no requests to speak at this time.

D. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council

- **Josh Altom, Place 1**, announced that he recently tested positive for COVID-19 antibodies and believed he had the virus in January.
- **Chris Pugh, Place 2**, announced that he attended a few calls to keep updated on current public health issues, talked to a few residents about the water billing mistakes, and thanked staff for resolving the issue quickly.
- **Mayor Pro Tem Sandra Lee, Place 3**, thanked Chad and Leslie Wandel for making masks and Jan Joplin for handing them out at the senior apartments on New Hope Road; she also thanked Lakeita for her hard work on the audit and to correct the water billing issue.
- **Linda Rhodes, Place 4**, thanked Lakeita Sutton for her work, adding that there should be responsibility for the issue and that it should fall to the billing company.
- **Chad Wandel, Place 5**, announced that he was working from home and that he and his wife Leslie had made more than 1000 masks now, using donations from the community, and that anyone needing one should message him.

2. Updates from the Mayor

Mayor Johnson thanked Lakeita Sutton for having the forethought to immediately disable auto-pay when the billing error occurred, thanked George Campbell and Leslie Galloway for their work on the billing issue, and thanked Sara Johnson, Chad Wandel, Jan Joplin, Gary Mitchell, and others for helping get masks to those who need them. Mayor Johnson then read the proclamations regarding Child Abuse Prevention and Kids to Parks Day.

3. Updates from the City Manager

City Manager George Campbell announced that staff had been focused on keeping up with state and federal level guidance and regulations regarding COVID-19, noting that there were now two confirmed cases in Kennedale.

4. Financial Reports for the City

Director of Finance and Information Technology Lakeita Sutton offered a brief overview of the February and March 2020 financials, noting that revenues and expenditures were on track, that it was not yet fully known how Water Fund expenditures might be affected by the departure of Aclara and the forthcoming move to the City of Arlington for billing, that staff was creating a list of stormwater capital projects, and that projects might be delayed and revenues might be negatively affected by COVID-19. City Manager George Campbell added that, when practical, vacant positions were being left unfilled.

5. Schedule of Investment Activity for quarter ending March 31, 2020

There was no discussion at this time.

E. CONSENT AGENDA

1. Approval of the minutes from the February 18, 2020 regular meeting

2. Approval of the minutes from the March 24, 2020 special meeting via teleconference
3. Approval of the minutes from the March 31, 2020 special meeting via teleconference
4. Consider adoption of Ordinance 693, amending Chapter 12, "Miscellaneous Provisions and Offenses" of the Kennedale City Code by adding section 12-10, "Protection of Children Exposed to Unjustified Violence."
5. Consider adoption of Ordinance 694, amending Chapter 12, "Miscellaneous Provisions and Offenses" of the Kennedale City Code by adding Section 12-11, "Effective Response to Strangulation."
6. Consider acceptance of independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2019

Motion Approve. **Action** Approve Consent Agenda, with the corrected date of approval on Ordinance 694, **Moved By** Rhodes, **Seconded By** Wandel. **Motion passed unanimously.**

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of Ordinance 691, amending various provisions of Chapter 4 "Buildings and Building Regulations" of the Kennedale City Code to adopt the 2018 International Building Code (IBC), 2017 National Electrical Code (NEC), 2018 International Mechanical Code (IMC), 2018 International Plumbing Code (IPC), 2018 International Fire Code (IFC), 2018 International Residential Code (IRC), 2018 International Fuel Gas Code (IFGC), 2018 International Energy Conservation Code (IECC), and 2018 International Swimming Pool and Spa Code (SPSC) along with local amendments as recommended by the North Central Texas Council of Governments (NCTCOG)

Director of Planning and Economic Development Melissa Dailey stated that the City was currently operating under 2015 codes, and staff was recommending adoption of the 2018 codes along with the regional amendments provided by the North Central Texas Council of Governments (NCTCOG). Lee Swain of SafeBuilt was available to answer questions. There was some discussion of how adopting the new codes might affect construction costs, that these codes would not retroactively be applied to existing construction, that the main purpose of updated codes was increased safety, and that it was considered a best practice to be in line with what other Cities in the region are requiring.

Motion Approve. **Action** Approve Ordinance 691, amending various provisions of Chapter 4 "Buildings and Building Regulations" of the Kennedale City Code to adopt the 2018 International Building Code (IBC), 2017 National Electrical Code (NEC), 2018 International Mechanical Code (IMC), 2018 International Plumbing Code (IPC), 2018 International Fire Code (IFC), 2018 International Residential Code (IRC), 2018 International Fuel Gas Code (IFGC), 2018 International Energy Conservation Code (IECC), and 2018 International Swimming Pool and Spa Code (SPSC) along with local amendments as recommended by the North Central Texas Council of Governments (NCTCOG), **Moved By** Pugh, **Seconded By** Altom. **Motion passed unanimously.**

2. Consider adoption of Ordinance 692, amending Article III “Fire Department” of Chapter 6 “Emergency Management and Services” of the Kennedale City Code to authorize and establish mitigation fees for the deployment of emergency services by the City of Kennedale Fire Department

Fire Chief James Brown stated that approval of Ordinance 692 would allow the City to invoice insurance carriers for certain equipment and personnel costs associated with the provision of emergency services, but that if the insurance company did not pay that the billing would be written off (and not directed to the private party involved in the incident).

Motion Approve. **Action** Approve Ordinance 692, amending Article III “Fire Department” of Chapter 6 “Emergency Management and Services” of the Kennedale City Code to authorize and establish mitigation fees for the deployment of emergency services by the City of Kennedale Fire Department, **Moved By** Altom, **Seconded By** Mayor Pro Tem Lee. **Motion passed unanimously.**

G. PUBLIC HEARINGS

1. Conduct a Public Hearing and consider approval of Resolution 569, authorizing funding participation with Tarrant County Community Development and Housing for the 46th Year Community Development Block Grant (CDBG) Project for rehabilitation of water lines in the 400 to 600 blocks of Third Street

Public Works Director Larry Hoover offered a brief presentation regarding the scope of the project, the income levels necessary for an area to qualify, and that the City had received more funding than was projected – \$180,000 rather than \$160,000.

Mayor Johnson opened the public hearing at 7:56 p.m. There were no requests to speak, and the public hearing was immediately closed.

Motion Approve. **Action** Approve Resolution 569, authorizing funding participation with Tarrant County Community Development and Housing for the 46th Year CDBG Project for rehabilitation of water lines in the 400 to 600 blocks of Third Street, **Moved By** Wandel, **Seconded By** Pugh. **Motion passed unanimously.**

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

1. Take any action deemed necessary as a result of the Executive Session
There was neither discussion nor action at this time.

V. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Altom, **Seconded By** Wandel. **Motion passed unanimously.**

Mayor Johnson adjourned the meeting at 7:57 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.7.

SUBJECT

Approval of the minutes from the April 28, 2020 regular meeting

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

Please see the attached minutes for your approval.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2020_04.28 City Council Special Meeting Minutes DRAFT	2020_04.28 City Council Special Meeting Minutes DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING VIA VIDEOCONFERENCE
APRIL 28, 2020 AT 5:00 PM

MEMBERS OF THE PUBLIC MAY JOIN BY VISITING
WWW.CITYOFKENNEDALE.COM/JOINMEETING AND/OR BY DIALING
1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:00 p.m.

Mayor Johnson noted the recent passing of Cliff Uranga and offered his condolences to his wife Gail and their family.

II. SPECIAL SESSION

A. ROLL CALL

Participating via VideoConference: Mayor Brian Johnson; Josh Altom, Place 1 (joined at 5:11 p.m.); Chris Pugh, Place 2; Mayor Pro Tem Lee, Place 3; Linda Rhodes, Place 4; Chad Wandel, Place 5.

Staff Participating via VideoConference: City Manager George Campbell, City Secretary and Communications Coordinator Leslie E. Galloway, City Attorney Drew Larkin, Library Director Amanda King, Director of HR and Administrative Services Danielle Clarke, Director of Planning and Economic Development Melissa Dailey, Public Works Director Larry Hoover

B. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider Ordinance 696, renewing the Mayor's Local Disaster Declaration in relation to Coronavirus (COVID-19)

City Manager George Campbell noted that the Mayor's declaration would terminate on April 30, and that Governor Greg Abbott had issued Executive Order GA-18, which would begin to open most of the businesses in Texas in phases, beginning on April 1. That Order also prevents Cities or Counties from issuing more stringent or restrictive Declarations or Orders. Campbell recommended that the Council extend the Mayor's declaration through May 31 so that it would terminate with the Governor's current Order.

City Attorney Drew Larkin affirmed that the language of GA-18 did significantly limit what Cities or Counties could do, adding that County Judge Glen Whitley indicated that he would likely defer to the Governor's Order. Larkin noted, however, that extending the order allows the City to continue to be eligible to potentially receive reimbursement for costs associated with COVID-19.

Motion Approve. Action Approve, Moved By Mayor Pro Tem Lee, Seconded By Pugh. Motion passed unanimously with a count of 4-0 (Councilmember Altom had not yet joined the meeting when this vote was taken).

2. Discussion of issues relating to the Coronavirus (COVID-19) emergency

Campbell added that he planned to keep facilities closed to the public through at least May 15, and then to reevaluate, but that staff was working on a plan to reopen safely.

There was a brief discussion about what businesses could open under which phase of the Governor's plan.

III. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Mayor Pro Tem Lee, **Seconded By** Rhodes. **Motion passed 4-1 with Altom voting no.**

Mayor Johnson adjourned the meeting at 5:15 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.1.

SUBJECT

Consider approval of Ordinance 699, amending the Kennedale City Code, by amending Exhibit A "Schedule of Fees" of Section 2-3, "Fees for Licenses, Inspections, Permits, etc." by amending fees and provisions related to Check and Credit Card Transactions; Facility Rentals/Reservations; Library; Registration and Miscellaneous Permits; Planning and Development; Utility Billing, Public Works, and Water and Wastewater Fees related to Liquid Waste, Water and Sewer Taps, and Public Works Construction Inspection; Fire Department; and Public Information Act Requests

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Staff is proposing an amendment to the adopted schedule of administrative fees, which serve to offset both direct and indirect costs associated with the administration and implementation of ordinances and regulations applicable to City activities and operations.

A PDF is attached with notes regarding the reason for the proposed changes. The schedule has also been, to some extent, reorganized for ease of use. Approval of (attached) Ordinance 699 would adopt these updated fees and authorize them to be charged by the City of Kennedale, pursuant to specific authorization by the City Council.

Of note, staff plans to adopt the Water and Wastewater fees used by the City of Arlington. However, as that is not yet practical at this time, those fees were not included in this revision. Staff plans to present another fee schedule amendment to incorporate those fees on an upcoming agenda for the Council's consideration.

Staff will be available to answer questions.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2020_05.14 Schedule of Fees Update - With Notes	2020_05.14 Schedule of Fees Update - With Notes.pdf
2.	O699 Fee Schedule Amendment	O699 Fee Schedule Amendment.pdf

Schedule of Fees for the City of Kennedale, Texas

Updated 05/19/2020 | www.cityofkennedale.com/fees

Red = Material Change Orange = Wording Edit Green = New Item Gray = Deleted Item

ADMINISTRATIVE

SERVICE	COST	NOTES
CHECK AND CREDIT CARD TRANSACTIONS		
Credit Card Payments		
Permitting / Planning & Development	3.0%	When payment of any fee or other charge related to the Planning and Development Department (including, but not limited to, permitting) is made by credit card (or a debit card run as a credit card) in-person, a fee will be added that is equal to three (3) percent of the total amount being paid.
Municipal Court (in-person)	3.0%	When payment of any fee, fine, court cost, or other charge related to Kennedale Municipal Court is made by credit card (or a debit card run as a credit card) via phone, online or in-person, a fee will be added that is equal to three (3) percent of the amount being paid.
Municipal Court (online or over the phone)	6.5%	When payment of any fee, fine, court cost, or other charge related to Kennedale Municipal Court is made by credit or debit card (or a debit card run as a credit card) via phone or online, a fee will be added that is equal to 6.5 percent of the amount being paid.
Library	No Charge	Payments made to the Library for fees, fines, or reservations will not incur a fee when paid by credit card (or a debit card run as a debit card).
Utility Billing	2.8%	When a payment related to Utility Billing is made by credit card (or a debit card run as a credit card) via phone, mail, online or in-person (to the City of Kennedale and/or any third party payment processor) a fee will be added that is equal to 2.8 percent of the amount being paid.
Other Departments Not Listed	No Charge-3%	When payment of any fee or other charge related to any other department or miscellaneous activity not listed department is made by credit card (or a debit card run as a credit card) online, by phone, or in-person, a fee will be added that is equal to three (3) percent of the amount being paid.
Returned Check/Declined Credit Transaction Fee (All Departments)	\$30.00	

CITY SECRETARY

SERVICE	COST	NOTES
REQUEST FOR PUBLIC INFORMATION/OPEN RECORDS REQUESTS/REQUESTS UNDER THE PUBLIC INFORMATION ACT (PIA)		
The City Secretary's Office encourages communication and transparency between the City of Kennedale and its residents by serving as the primary office responding to Public Information Requests. In an effort to save requestors time and money, frequently requested documents are available online, including: • Laserfiche: Ordinances, Resolutions, Agendas, Packets, Minutes, and Press Releases • MuniCode: Code of Ordinances and Copies of Individual Ordinances • Monthly Reports: Building Permits, Fires, and Substandard Buildings If what you need is not available online, you can make a Public Information Request. Requests are processed in the order they are received, and should be for existing documents or information. Staff may not ask why you want the information, but may ask for clarification if needed. Please be aware that some records are exempt from disclosure or require redaction. Requests may incur a fee, and the City of Kennedale may require prepayment. Charges vary depending on the number of responsive documents and personnel time required. Vaguely worded or broad requests return more results. The more specific your request, the quicker it can be fulfilled. Generally, the City will charge \$0.10 per page and \$15.00 an hour for labor, but actual costs will be calculated based on Rule §70.3 of the Texas Administration Code. Requests for standard-sized documents that will be delivered via email usually do not incur charges, unless the request: • is for more than fifty (50) pages; • requires more than thirty (30) minutes of personnel time to locate, compile, manipulate data, and reproduce the information, or • includes documents that are stored off-site. If the estimated charges exceed \$40.00, the requestor must approve an itemized estimate before work begins. When estimated costs exceed \$100.00, the requestor is required to make a deposit (typically 100% of the estimate) before work begins. If a requestor (or their organization) has a balance exceeding \$100.00 for past requests, the City of Kennedale will not process additional requests until the account is paid in full. You must approve any estimate of charges within ten (10) business days of the date the estimate is sent or the request will be considered withdrawn.		
CHARGES ASSOCIATED WITH A PUBLIC INFORMATION REQUESTS VARY DEPENDING UPON THE AMOUNT AND LOCATION OF RESPONSIVE DOCUMENTS AND PERSONNEL TIME REQUIRED. GENERAL CHARGES ARE OUTLINED BELOW.		
Single Sided, Black & White, 8.5x11" Paper	\$0.10	Per paper copy
11x17" or Other Oversized Paper, Not Including Maps & Photographs	\$0.50	Per paper copy
Plat Page	\$3.00	Per plat page
Compact Disc (CD)	\$1.00	Per CD
Digital Video Disc (DVD)	\$3.00	Per DVD
Personnel Time for Locating, Compiling and Reproducing Records	\$15.00	
Mailing Expenses, Specialty Papers (including but not limited to mylar, blueprints, maps, and photos), Off-Site Storage Retrieval	Actual Cost	Off-site storage costs (currently \$16.00 truck charge + \$2.00/box) per retrieval and return
Charges not outlined here will be calculated according to the regulations and recommendations of the Texas State Library and Archives Commission, the Texas Attorney General, and the Texas Administrative Code		

STAFF NOTES REGARDING UPDATES

Split out each department as fees vary; For Court, Credit Card fees are 3% in-person, and 6.5% online (as they go through a different processing vendor); Utility Billing charges 2.8% for all card charges; Permits/Planning/Development and all other miscellaneous fees charge 3.0%; The Library does not charge a convenience fee for use of a card

Removed reference to Fathom

Any card run (except by the Library) is charged a 3% fee; Small change to clean up the wording.

Removing this text as it is unnecessary here

Removing stricken text as it is unnecessary here; Added orange text to clarify that these costs are set by the State and subject to updates.

Remove this as it changes (typically annually) and is set by a third-party vendor

Red = Material Change Orange = Wording Edit Green = New Item Gray = Deleted Item

POLICE DEPARTMENT

SERVICE	COST	NOTES
Fingerprinting of Residents for Background Checks	\$7.50	Per Card
Vehicle Accident Report	\$6.00	Per copy
Offense or Arrest Report	\$1.50	Per report, plus \$0.10 per page for additional copies

FIRE DEPARTMENT

SERVICE	COST	NOTES
Ambulance Fees	Actual Cost	Established according to reasonable and customary reimbursement allowances of applicable insurance carriers; reviewed and approved quarterly periodically by the City Manager
Building/Fire Plan Review	\$55.00	
EMS Report	\$15.00	
Fire Report	\$15.00	
False Alarm (3 rd +)	\$55.00	Beginning with the 3rd, the fee doubles for each subsequent false alarm
Fire Code Appeal	\$100.00	
Annual, Bi-Annual of Certificate of Occupancy (CO)	No Charge	Cost Included in Certificate of Occupancy fees charged by Permits Department
FALSE ALARM FEE (COMMERCIAL)		
First Two (2) False Alarm Calls	No Charge	Instances are tracked per calendar year (January to December)
3 rd – 5 th False Alarm Calls	\$100.00	Per instance
6 th and 7 th False Alarm Calls	\$500.00	Per instance
8 th and Subsequent False Alarm Calls	\$1,000.00	Per instance
STANDBY		
Brush Truck	\$75.00 \$300.00	Per Hour
Engine	\$150.00 \$448.00	Per Hour
Fire Marshall (Investigator)	\$40.00 \$150.00	Per Hour
HazMat Squad	\$300.00	Per Hour
Paramedic	\$30.00 \$40.00	Per Hour

Fire has been reorganized; Colors in the column to the right indicate lines relating to and/or replacing one another >>

Moved below; more detailed cost structure

Item/cost unchanged; moved here from another section

Moved below; more detailed cost structure

Removed

Clarifying that there is a fee for COs, but not a separate fee charged by the Fire Department

Removed

Red = Material Change Orange = Wording Edit Green = New Item Gray = Deleted Item

FIRE CODE PLAN REVIEW FOR COMMERCIAL AND/OR MULTI-FAMILY (MF) STRUCTURES (Review of Fire Alarm and Fire Sprinkler Systems)		
Fire System Valuation (Each) of Less than \$6,250	\$290.00	
\$6,250 to \$250,000	\$440.00	
\$250,001 to \$500,000	\$625.00	
\$500,001 to \$1,000,000	\$800.00	
\$1,000,001 to 3,000,000	\$1,175.00	
\$3,000,001 to \$6,000,000	\$1,760.00	
\$6,000,001 and up		\$1,760.00 for the first \$6,000,000 plus \$0.55 for each additional \$1,000, or fraction thereof
FIRE INSPECTIONS AND TESTING FEES		
Annual Fire Inspections (All Occupancies)*		
1 – 1,500 sq. ft.	\$50.00	Per year
1,501 – 3,000 sq. ft.	\$55.00	Per year
3,001 – 5,000 sq. ft.	\$60.00	Per year
5,001 – 10,000 sq. ft.	\$65.00	Per year
10,001 – 25,000 sq. ft.	\$75.00	Per year
25,001 – 50,000 sq. ft.	\$85.00	Per year
50,000 – 75,000 sq. ft.	\$100.00	Per year
75,001 – 200,000 sq. ft.	\$125.00	Per year
200,001 or more sq. ft.	\$250.00	Per year
Fire Suppression Systems	\$55.00	
Fire Report	\$15.00	
Site Plan Review	\$55.00	
State Licensed Facilities*	\$100.00	
Fire Hydrant Flow Test*	\$100.00	
Fire Protection Systems*		
1 – 10 devices	\$75.00	
11 – 25 devices	\$100.00	
26 – 100 devices	\$200.00	
101 – 300 devices	\$275.00	
301 – 500 devices	\$500.00	
Per device for each device over 500	\$1.00	
Fire Sprinkler Systems*		
Underground	\$150.00	
1 – 20 Heads	\$75.00	
21 – 100 Heads	\$100.00	
101 – 300 Heads	\$200.00	
301 – 1,000 Heads	\$400.00	
Per head for each over 1,000 heads	\$1.00	
Fire Pump, Additional	\$150.00	
Access Control Doors*		
1 – 10 doors	\$75.00	
11 – 25 doors	\$100.00	
26 – 100 doors	\$200.00	
101 – 200 doors	\$275.00	
201 – 500 doors	\$500.00	
Per door for each door over 500	\$5.00	
* Reinspection Fees (applies to each of the above starred (*) items)		
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00 Same as Initial Fee	
3 rd and Subsequent Re-Inspections	Varies	Beginning with the 3 rd , the fee doubles for each subsequent re-inspection

This section has been updated to recover the actual costs of the necessary review of these plans

Moved to its own section below with more detailed cost structure

Moved above

Moved to its own section above with more detailed cost structure

This section has been added to recover the costs of the necessary review of these items

Wording changed so that this fee automatically tracks the initial cost

Red = Material Change Orange = Wording Edit Green = New Item Gray = Deleted Item

KENNEDALE PUBLIC LIBRARY

SERVICE	COST	NOTES
Overdue Book	No Charge	
Photocopies From Copier (Only Black and White Available)	\$0.10 \$0.25	Per page
Printouts From Computer	\$0.25	Per page
Materials Lost or Damaged Beyond Repair	\$5.00	Processing fee + listed retail price of item(s)
Repair of Inventory Material	Actual Cost	
Replace Lost or Damaged Audiobook Binder	\$5.00	
Replace Lost or Damaged CD Case	\$1.00	
Replace Lost or Damaged DVD Case	\$2.00	
Interlibrary Loan	No Charge	
Initial (New Account) Library Card for Residents	No Charge	For residents of the Cities of Kennedale, Arlington, and Mansfield
Annual Library Card for Non-Residents	\$35.00	Per year
Library Card Replacement (Residents and Non-Residents)	\$2.00	Per card
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First page, \$0.25 each additional page
Transmittal Fax Only (Long Distance)	\$2.00	First page, \$0.50 each additional page
FACILITY RENTALS/RESERVATIONS (All Facility Reservations are Coordinated by Library Staff)		
Ballfields (Village Street off of Averett Rd.; Subfacility of Sonora Park)		
Deposit (applies to all Ballfield rentals)	\$50.00	Per field; May be returned, dependent upon satisfactory inspection by staff
General Reservations (Residents and Non-Residents)	\$25.00	Per two (2) hour block hour
Kennedale Youth Association (KYA) Annual Lease Agreement		
Community Center (316 W Third St.; in the Kennedale Public Library Building)		
Deposit (applies to all Community Center rentals)	\$150.00	May be returned, dependent upon satisfactory inspection by staff
Residents	\$30.00	Per hour, during library's normal hours; Minimum of \$100 charge per rental
	\$40.00 \$50.00	Per hour, during library's closed hours; Minimum of \$100 charge per rental ; Rental must begin during Library's normal operating hours; Three-hour minimum charge
Non-Residents	\$40.00	Per hour, during library's normal hours; Minimum of \$100 charge per rental
	\$50.00 \$60.00	Per hour, during library's closed hours; Minimum of \$100 charge per rental ; Rental must begin during Library's normal operating hours; Three-hour minimum charge
Pavilions (TownCenter Park at 405 Municipal Drive; Sonora Park at 263 S. New Hope Rd.)		
Deposit (applies to all pavilion rentals)	\$50.00	May be returned, dependent upon satisfactory inspection by staff
Residents	\$60.00 \$45.00	For 2 Hours, \$90 For 4 Hours, \$115 For 6 Hours, \$140 For 8 Hours Per hour; Two-hour minimum charge
Non-Residents	\$120.00 \$90.00	For 2 Hours, \$180 For 4 Hours, \$230 For 6 Hours, \$280 For 8 Hours Per hour; Two-hour minimum charge
Senior Center Banquet Room (420 Corry A. Edwards Dr.)		
Deposit (Members and/or Residents)	\$75.00	May be returned, dependent upon satisfactory inspection by staff
Deposit (Non-Members who are also Non-Residents)	\$150.00	
Members and/or Residents	\$75.00 \$25.00	
Non-Members who are also Non-Residents	\$75.00 \$25.00	

Deposit is new

Changed to charging by the hour instead of two-hour blocks (which, in effect, increases rental fees)
Deleted; no cost associated

Simplified this to not account for whether rental hours were within the Library's normal operating hours; added requirement for rental to begin during Library's operating hours; added three-hour minimum charge; increased rental fees.

Simplified this to a per-hour charge; added two-hour minimum; first two-hour fee will remain the same, but additional hours are at an increased rate.

Clarified that both Residents and Members of the Senior Center get the lower rate; Simplified to a per-hour charge; Added three-hour minimum; In effect, pricing would increase for reservations of more than 3 hours

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PERMITS, PLANNING, AND DEVELOPMENT		
SERVICE	COST	NOTES
NOTE: Minimum Fee For Any Single Permit or Inspection, Listed or Unlisted, Regardless of Department.	\$90.00	Excluding signs
NOTE: In addition to all fees listed below, developers, property owners, or applicants must pay additional fees in an amount equal to the actual cost incurred by the City related to (i) third-party engineering review of plats, plans, and applications and (ii) third-party construction inspection.		
Building Permit for Residential Construction (single family, two family, multifamily, and townhome)	\$0.85	Per square foot
BUILDING PERMIT FOR NON-RESIDENTIAL CONSTRUCTION BASED ON TOTAL VALUATION OF PROJECT (also used for building code pricing below)		
\$1.00 to \$10,000.00	\$120.00	
\$10,001.00 to \$25,000.00	\$181.50	For the first \$10,000.00, plus \$13.50 for each additional \$1000.00, or fraction thereof, up to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.50	For the first \$25,000.00, plus \$10.00 for each additional \$1,000.00, or fraction thereof, up to and including \$50,000.00
\$50,001 to \$100,000.00	\$708.00	For the first \$50,000.00, plus \$6.50 for each additional \$1,000.00, or fraction thereof, up to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.00	For the first \$100,000.00, plus \$4.95 for each additional \$1,000.00, or fraction thereof, up to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,557.00	For the first \$500,000.00, plus \$4.50 for each additional \$1,000.00, or fraction thereof, up to and including \$1,000,000.00
\$1,000,001.00+	\$6,170.00	For the first \$1,000,000.00, plus \$2.90 for each additional \$1,000.00, or fraction thereof
BUILDING CODE PERMITS, INSPECTIONS, AND PLAN REVIEWS		
Accessory Building (Min. 100 ft ²)	\$100.00	
Building Code Appeal	\$100.00	
Carnival or Temporary Amusement	\$55.00	
Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)	\$100.00	
Contractor Registration, Annual Renewal	\$50.00	If not renewed within 30 days of expiration, renewal fee is \$100.00.
Detached Garage	\$0.85 per sf	
Demolition	\$110.00	
Drive Approach	\$110.00	
Fence, single family residential	\$90.00	
Fence, Retaining Wall, Screen Wall (non-residential/subdivision/multifamily)	\$150.00	
Moving Building into the City	\$100.00	
Signs	Varies	Consult Construction Table (above)
Special Event Permit	\$150.00	
Swimming Pool and/or Hot Tub (Above Ground)	\$200.00	
Swimming Pool and/or Hot Tub (In-Ground)	\$400.00	
Tent (Commercial) - Larger Than 200 ft ²	\$90.00	
Tree Mitigation Fee	\$200.00	Per caliper inch
Underground Storage Tanks (Includes Gas Lines To Tank)	Varies	Consult Construction Table (above)
Reinspection Fee	\$90.00	
Park Dedication Fee	\$1,200.00	Per Residential Lot
PLAN REVIEW		
All permits calculated by construction table above	35%	Of building permit fee
CODE ENFORCEMENT		
Lien Assessment Fee	Actual Cost	Plus \$100.00 administrative fee
Mowing, Cleaning, and/or Boarding Property (By Contractor)	Actual Cost	Plus \$100.00 administrative fee

In effect for some time, but just added to the schedule

ELECTRICAL CODE PERMITS AND INSPECTIONS		
Apartments, Condominiums, Triplex, Etc.	\$90.00	
Commercial/Industrial New Construction	\$90.00	
Single Family, Duplex, Townhouse, Etc.	\$90.00	
Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)	-	Not required for electricians
Electric Generators Used By Carnival, Circuses, Traveling Shows, Exhibits	\$90.00	
Electrical Code Appeal	\$100.00	
Fixed Residential Appliances, Receptacle Outlets, Etc.	\$90.00	As Defined by City Code
Minimum For Any Single Permit	\$90.00	Except Temporary Construction Pole Reconnects
Swimming Pool, In-Ground, Residential	\$110.00	
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$90.00	
Reinspection Fee	\$90.00	
Services of 600 Volts or Less		
Less than 200 Amps	\$90.00	
600+ Volts or 1,000+ Amps	\$90.00	
Each Power Apparatus (As Defined By City Code)	\$2.00	
Rating in Horsepower, Etc.		
Up To And Including 1, Each	\$90.00	
Over 1, Up To And Including 10, Each	\$90.00	
Over 10, Up To And Including 50, Each	\$90.00	
Over 50, Up To And Including 100, Each	\$90.00	
Over 100, Each	\$90.00	
Signs, Outline Lighting, or Marquees		
One Branch Circuit, Each	\$90.00	
Additional Branch Outlets	\$90.00	
Temporary Power To Any Structure (Maximum Of Ninety (90) Days)	\$90.00	
MECHANICAL CODE PERMITS AND INSPECTIONS		
Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)	\$100.00	
Contractor Registration, Annual Renewal	\$50.00	If not renewed within 30 days of expiration, renewal fee is \$100.00.
HVAC (Heating/Cooling Systems)	\$110.00	\$55 Per air handling unit (e.g. inside unit + outside unit = \$110.00)
Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$90.00	
Vent-A-Hood (Commercial)	\$90.00	
Re-Inspection Fee	\$90.00	
Mechanical Code Appeal	\$100.00	
PLUMBING CODE PERMITS AND INSPECTIONS		
Apartments, Condominiums, Triplex, Etc.	\$90.00	
Commercial/Industrial New Construction	\$90.00	
Single Family, Duplex, Townhouse, Etc.	\$90.00	
Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)	-	Not required for plumbers.
Unit Fee Schedule		
Building Water Line	\$90.00	
Building Sewer Line	\$90.00	
Fireplace Piping and Valve	\$90.00	
Gas Fired Applicable W/Special Vent Pipe	\$90.00	
Gas Piping System (1-4 Outlets)	\$90.00	
Gas Piping System (5+ Outlets)	\$90.00	
Industrial Waste Pre-Treatment Interceptor	\$90.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$90.00	
Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$90.00	
Private Sewage Disposal System	\$90.00	
Repair of Existing Piping	\$90.00	
Repair or Alteration of Drainage or Vent Piping	\$90.00	
Gas Line Pressure Check	\$90.00	
Plumbing Fixture, Trap or Set Fixture, Etc.	\$90.00	
Yard Line Pressure Check	\$90.00	
Plumbing Code Appeal	\$100.00	
Reinspection Fee	\$90.00	

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REGISTRATION AND MISCELLANEOUS PERMITS		
Business License	\$25.00	
Home Business License	\$25.00	
Certificate of Occupancy (CO)	\$150.00	
Contractor Registration, Initial	\$100.00	See Article XIII, Chapter 4 Of City Code
Contractor Registration, Annual Renewal	\$50.00	If not renewed within 30 days of expiration, renewal fee is \$100.00
Garage Sale Permit	\$10.00	No more than three (3) garage sales per address per year
Gathering Station Inspection	\$1,000.00	
Itinerant Vendor License	\$100.00	Contact the Police Department Records Dept. at 817-985-2160, ext. 2219; Fee due at time of application
Sub-Division Construction Inspection Fee	4%	Of construction cost
Tree Removal Permit	\$150.00	Per acre; \$150 minimum charge
SHORT TERM RENTAL		
Permit	\$100.00	per each permit and renewal permit
Inspection and Reinspection	\$75.00	Per each inspection or reinspection
OIL AND GAS WELLS		
Annual Air Sampling And Reporting Fee Per Low-To-Moderate Impact Pad Sites (As Determined By City Official(s))	\$12,000.00	
Annual Air Sampling And Reporting Fee Per High Impact Pad Site (As Determined By City Official(s))	\$45,000.00	May be paid in quarterly installments
Annual Air Sampling And Reporting Fee As Needed	\$12,000.00	Per instance of additional monitoring
Annual Inspection Per Well	\$2,000.00	\$300 per additional well on same pad site
Well Requested On Application for Pad Site	\$5,000.00	Per well
PLANNING AND DEVELOPMENT		
Annexation, Request for	\$200.00	
Commercial Site Plan Review	\$500.00	Engineering review fee; In additional to applicable permitting fees
Conditional Use Permit	\$500.00	
Easement or Right-Of-Way Abandonment, Request for	\$300.00	
Zoning		
Zoning Verification Letter	\$30.00	
Zoning Change or Amendment for Less Than 10 Acres, Request for	\$500.00	
Zoning Change or Amendment for 10+ Acres, Request for	\$1,500.00	
Rezone Less Than 10 Acres to Planned Development District (PD)	\$750.00	
Rezone 10+ Acres to Planned Development District (PD)	\$1,500.00	
Plats		
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$10.00 per lot
Minor Plat Engineering Review Fee	\$200.00	
Preliminary Plat	\$300.00	Plus \$10.00 per lot
Preliminary Plat Engineering Review Fee	\$1,000.00	
Replat (0-10 Acres)	\$500.00	
Replat (10+ Acres)	\$1,500.00	
Final Plat	\$300.00	Plus \$10.00 per lot
Final Plat, Replat Engineering Review Fee	\$2,500.00	Placed in escrow; unused funds can be requested for return
Other		
Renotification	\$125.00 Actual Cost	Cost to republish legally required notifications after a request for date change
Special Exception, Request for	\$250.00	
Variance, Request for	\$250.00	
Printouts/Copies From Plotter	\$1.00	Per Square Foot (ft ²)
NOTE: Minimum Fee For Any Single Permit or Inspection, Listed or Unlisted, Regardless of Department.	\$90.00	Excluding signs
NOTE: In addition to all fees listed above, developers, property owners, or applicants must pay additional fees in an amount equal to the actual cost incurred by the City related to (i) third-party engineering review of plats, plans, and applications and (ii) third-party construction inspection.		

Added requirement to pay fee up-front; Removed KPD as Permits will process from customer side

Cost depends upon length of required legal advertisement; number of letters mailed

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WATER & WASTEWATER, UTILITY BILLING, AND PUBLIC WORKS		
SERVICE	COST	NOTES
View monthly utility rate information at www.cityofkennedale.com/waterrates		
Deposits		
Residential Water (Owner Occupied)	\$60.00	
Residential Sewer (Owner Occupied)	\$30.00	If an account is finalized out for nonpayment, re-establishment of service requires a deposit of 2X the normal fee. Accounts are associated with the name of the responsible party (or parties); not the address.
Residential Water (Tenant Occupied)	\$90.00	
Residential Sewer (Tenant Occupied)	\$60.00	
Commercial/Industrial w/High Consumption	Varies	
Commercial Water	\$90.00	1/6 of annual consumption
Commercial Sewer	\$60.00	
Water for Cleanup (15 Day Temp Service)	\$30.00	Per day
Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 service fee
Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 service fee
Use of Bulk Unmetered Water	Varies	(rate) X (estimated gallons)
Disconnect Service At The Main	Actual Cost	
Liquid Waste Permit	\$50.00	The Building Inspection and Public Works departments The City of Arlington regulates the installation, maintenance, and the transportation of liquid wastes within the City of Kennedale. Questions? Call the City of Arlington at 817-459-5902 or the City of Kennedale Public Works Department at 817-985-2170.
Liquid Waste Trip Ticket Book	\$20.00	
Move City Utilities	Actual Cost	
Private Water Well Permit And Inspection	\$75.00	
Water Administrative Fee	\$20.00	Assessed when account appears on cut-off list; In addition to any late fee
Water Transfer Fee	\$15.00	
Wrecker License/Permit	\$20.00	
Utility Equipment	Actual Cost	Meter, meter base, MTU, register, bullhead, and any other associated equipment installed for water/sewer metering
Other		
Fire Hydrant Fee (Construction Meter)	\$79.50	Monthly base charge
Meter Calibration Fee (When Executed By City Staff)	\$45.00	Charges not incurred if meter is found to be inaccurate.
Meter Calibration Fee (When Executed By Independent Contractor)	\$125.00	
Meter Set Reinspection Fee	\$100.00	
Meter Tampering, Tampering With Lock, Or Cutting Lock On Meter	\$200.00	Per offense, plus actual cost of repair or replacement

Updated per the O&M Agreement with City of Arlington

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Water Tap Fee (No Street Cut)		
¾" (.75")	\$475.00 or Actual Cost, whichever is higher	Plus \$300 meter set fee; plus cost of meter
1"	\$525.00 or Actual Cost, whichever is higher	Plus \$350 meter set fee; plus cost of meter
1½" (1.5")	\$950.00 or Actual Cost, whichever is higher	Plus \$550 meter set fee; plus cost of meter
2"	\$1,075.00 or Actual Cost, whichever is higher	Plus \$700 meter set fee; plus cost of meter
3" or Larger	Actual Cost	Plus actual cost of meter set fee; plus cost of meter
Water Tap Fee (With Street Cut or Bore)		
¾" (.75")	\$925.00 or Actual Cost, whichever is higher	Plus \$300 meter set fee; plus cost of meter
1"	\$975.00 or Actual Cost, whichever is higher	Plus \$350 meter set fee; plus cost of meter
1½" (1.5")	\$1,400.00 or Actual Cost, whichever is higher	Plus \$550 meter set fee; plus cost of meter
2"	\$1,525 or Actual Cost, whichever is higher	Plus \$700 meter set fee; plus cost of meter
3" or Larger	Actual Cost	Plus actual cost of meter set fee; plus cost of meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00 or Actual Cost, whichever is higher	
6"	\$600.00 or Actual Cost, whichever is higher	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00 or Actual Cost, whichever is higher	
6"	\$1,050.00 or Actual Cost, whichever is higher	
8" or Larger	Actual Cost	
Other		
Public Works construction inspection fee for Saturday work	\$250.00	Must be paid no later than 48 hours in advance of the work day

Dependent upon circumstances at the property, these taps can cost significantly more; this wording allows the City to recoup those higher costs when needed.

Added

Schedule of Fees for the City of Kennedale, Texas

Updated 05/19/2020 | www.cityofkennedale.com/fees

ORDINANCE NO. 699

AN ORDINANCE AMENDING THE KENNEDALE CITY CODE, BY AMENDING EXHIBIT A "SCHEDULE OF FEES" OF SECTION 2-3, "FEES FOR LICENSES, INSPECTIONS, PERMITS, ETC." BY AMENDING FEES AND PROVISIONS RELATED TO CHECK AND CREDIT CARD TRANSACTIONS; FACILITY RENTALS/RESERVATIONS; LIBRARY; REGISTRATION AND MISCELLANEOUS PERMITS; PLANNING AND DEVELOPMENT; UTILITY BILLING, PUBLIC WORKS AND WATER AND WASTEWATER FEES RELATED TO LIQUID WASTE, WATER AND SEWER TAPS, AND PUBLIC WORKS CONSTRUCTION INSPECTION; FIRE DEPARTMENT; AND PUBLIC INFORMATION ACT REQUESTS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, 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, the City has previously adopted regulations for the collection of fees in connection with a variety of municipal services and functions; and

WHEREAS, the City desires to amend the fees described herein; and

WHEREAS, the City Council, after due and careful consideration, considers it desirable and in the best interest of the health, safety, morals and general welfare of the citizens to amend the fees described herein.

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

SECTION 1.

The Schedule of Fees adopted in Section 2-3 "Fees for licenses, inspections, permits, etc." of the Kennedale City Code is hereby amended as shown on Exhibit "A" to this ordinance.

SECTION 2.

This ordinance shall be cumulative of all provisions of all existing ordinances and of the Kennedale City Code (1991), as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinances. All fees in Exhibit A "Schedule of Fees" of Section 2-3 "Fees for licenses, inspections, permits, etc." that are not revised in Exhibit "A" to this ordinance shall remain unchanged.

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 invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED ON THIS 19TH DAY OF MAY, 2020.

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY DREW LARKIN

EXHIBIT A
SCHEDULE OF FEES

Schedule of Fees for the City of Kennedale, Texas

Updated 05/19/2020 | www.cityofkennedale.com/fees

ADMINISTRATIVE

SERVICE	COST	NOTES
CHECK AND CREDIT CARD TRANSACTIONS		
Credit Card Payments		
Permitting / Planning & Development	3.0%	When payment of any fee or other charge related to the Planning and Development Department (including, but not limited to, permitting) is made by credit card (or a debit card run as a credit card) a fee will be added that is equal to three (3) percent of the total amount being paid
Municipal Court (In-Person)	3.0%	When payment of any fee, fine, court cost, or other charge related to Kennedale Municipal Court is made by credit card (or a debit card run as a credit card) in-person, a fee will be added that is equal to three (3) percent of the amount being paid
Municipal Court (Online or Over the Phone)	6.5%	When payment of any fee, fine, court cost, or other charge related to Kennedale Municipal Court is made by credit or debit card (or a debit card run as a credit card) via phone or online, a fee will be added that is equal to 6.5 percent of the amount being paid
Library	No Charge	Payments made to the Library for fees, fines, or reservations will not incur a fee when paid by credit card (or a debit card run as a debit card)
Utility Billing	2.8%	When a payment related to Utility Billing is made by credit card (or a debit card run as a credit card) via phone, mail, online or in-person (to the City of Kennedale and/or any third-party payment processor) a fee will be added that is equal to 2.8 percent of the amount being paid
Other Departments Not Listed	3.0%	When payment of any fee or other charge related to any other department or miscellaneous activity not listed is made by credit card (or a debit card run as a credit card) online, by phone, or in-person, a fee will be added that is equal to three (3) percent of the amount being paid
Returned Check/Declined Credit Transaction Fee (All Departments)	\$30.00	

CITY SECRETARY

SERVICE	COST	NOTES
REQUEST FOR PUBLIC INFORMATION/OPEN RECORDS REQUESTS/REQUESTS UNDER THE PUBLIC INFORMATION ACT (PIA)		
Requests may incur a fee, and the City of Kennedale may require prepayment. Generally, the City will charge \$0.10 per page and \$15.00 an hour for labor, but actual costs will be calculated based on Rule §70.3 of the Texas Administration Code. Charges vary depending upon the amount and location of responsive documents and personnel time required. General charges are as follows:		
Single Sided, Black & White, 8.5x11" Paper	\$0.10	Per paper copy
11x17" or Other Oversized Paper, Not Including Maps & Photographs	\$0.50	Per paper copy
Plat Page	\$3.00	Per plat page
Compact Disc (CD)	\$1.00	Per CD
Digital Video Disc (DVD)	\$3.00	Per DVD
Personnel Time for Locating, Compiling and Reproducing Records	\$15.00	
Mailing Expenses, Speciality Papers (including but not limited to mylar, blueprints, maps, and photos), Off-Site Storage Retrieval	Actual Cost	

Charges not outlined here will be calculated according to the regulations and recommendations of the Texas State Library and Archives Commission, the Texas Attorney General, and the Texas Administrative Code.

POLICE DEPARTMENT

SERVICE	COST	NOTES
Fingerprinting of Residents for Background Checks	\$7.50	Per card
Vehicle Accident Report	\$6.00	Per copy
Offense or Arrest Report	\$1.50	Per report, plus \$0.10 per page for additional copies

FIRE DEPARTMENT

SERVICE	COST	NOTES
Ambulance Fees	Actual Cost	Established according to reasonable and customary reimbursement allowances of applicable insurance carriers; reviewed and approved periodically by the City Manager
EMS Report	\$15.00	
Fire Report	\$15.00	
Certificate of Occupancy (CO)	-	Cost Included in Certificate of Occupancy fees charged by Permits Department
FALSE ALARM FEE (COMMERCIAL)		
First Two (2) False Alarm Calls	No Charge	Instances are tracked per calendar year (January – December)
3 rd – 5 th False Alarm Calls	\$100.00	Per instance
6 th and 7 th False Alarm Calls	\$500.00	Per instance
8 th and Subsequent False Alarm Calls	\$1,000.00	Per instance
STANDBY		
Brush Truck	\$300.00	Per hour
Engine	\$448.00	Per hour
Fire Marshall (Investigator)	\$150.00	Per hour
Paramedic	\$40.00	Per hour
FIRE CODE PLAN REVIEW FOR COMMERCIAL AND/OR MULTI-FAMILY (MF) STRUCTURES (Review of Fire Alarm and Fire Sprinkler Systems)		
Fire System Valuation (Each) of Less than \$6,250	\$290.00	
\$6,250 to \$250,000	\$440.00	
\$250,001 to \$500,000	\$625.00	
\$500,001 to \$1,000,000	\$800.00	
\$1,000,001 to 3,000,000	\$1,175.00	
\$3,000,001 to \$6,000,000	\$1,760.00	
\$6,000,001+		\$1,760.00 for the first \$6,000,000 plus \$0.55 for each additional \$1,000, or fraction thereof
FIRE INSPECTIONS AND TESTING FEES		
Annual Fire Inspections (All Occupancies)*		
1 – 1,500 sq. ft.	\$50.00	Per year
1,501 – 3,000 sq. ft.	\$55.00	Per year
3,001 – 5,000 sq. ft.	\$60.00	Per year
5,001 – 10,000 sq. ft.	\$65.00	Per year
10,001 – 25,000 sq. ft.	\$75.00	Per year
25,001 – 50,000 sq. ft.	\$85.00	Per year
50,000 – 75,000 sq. ft.	\$100.00	Per year
75,001 – 200,000 sq. ft.	\$125.00	Per year
200,001 or more sq. ft.	\$250.00	Per year

Other Inspections and Tests		
State Licensed Facilities*	\$100.00	
Fire Hydrant Flow Test*	\$100.00	
Fire Protection Systems*		
1 – 10 devices	\$75.00	
11 – 25 devices	\$100.00	
26 – 100 devices	\$200.00	
101 – 300 devices	\$275.00	
301 – 500 devices	\$500.00	
Per device for each device over 500	\$1.00	Each
Fire Sprinkler Systems*		
Underground	\$150.00	
1 – 20 Heads	\$75.00	
21 – 100 Heads	\$100.00	
101 – 300 Heads	\$200.00	
301 – 1,000 Heads	\$400.00	
Per head for each over 1,000 heads	\$1.00	Each
Fire Pump, Additional	\$150.00	Each
Access Control Doors*		
1 – 10 doors	\$75.00	
11 – 25 doors	\$100.00	
26 – 100 doors	\$200.00	
101 – 200 doors	\$275.00	
201 – 500 doors	\$500.00	
Per door for each door over 500	\$5.00	
* Reinspection Fees (applies to each of the above starred (*) items)		
Re-Inspection	No Charge	
2 nd Re-Inspection	Same as Initial Fee	
3 rd and Subsequent Re-Inspections	Varies	Beginning with the 3 rd , the fee doubles for each subsequent re-inspection

KENNEDALE PUBLIC LIBRARY

SERVICE	COST	NOTES
Overdue Book	No Charge	
Photocopies From Copier (Only Black and White Available)	\$0.25	Per page
Printouts From Computer	\$0.25	Per page
Materials Lost or Damaged Beyond Repair	\$5.00	Processing fee + listed retail price of item(s)
Repair of Inventory Material	Actual Cost	
Replace Lost or Damaged Audiobook Binder	\$5.00	
Replace Lost or Damaged CD Case	\$1.00	
Replace Lost or Damaged DVD Case	\$2.00	
Interlibrary Loan	No Charge	
Initial (New Account) Library Card for Residents	No Charge	For residents of the Cities of Kennedale, Arlington, and Mansfield
Annual Library Card for Non-Residents	\$35.00	Per year
Library Card Replacement (Residents and Non-Residents)	\$2.00	Per card
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First page, \$0.25 each additional page
Transmittal Fax Only (Long Distance)	\$2.00	First page, \$0.50 each additional page
FACILITY RENTALS/RESERVATIONS (All Facility Reservations are Coordinated by Library Staff)		
Ballfields (Village Street off of Averett Rd.; Subfacility of Sonora Park)		
Deposit (applies to all Ballfield rentals)	\$50.00	Per field; May be returned, dependent upon satisfactory inspection by staff
General Reservations (Residents and Non-Residents)	\$25.00	Per hour
Kennedale Youth Association (KYA) Annual Lease Agreement		
Community Center (316 W Third St.; in the Kennedale Public Library Building)		
Deposit (applies to all Community Center rentals)	\$150.00	May be returned, dependent upon satisfactory inspection by staff
Residents	\$50.00	Per hour; Rental must begin during Library's operating hours; 3 (Three) hour minimum
Non-Residents	\$60.00	Per hour; Rental must begin during Library's operating hours; 3 (Three) hour minimum
Pavilions (TownCenter Park at 405 Municipal Drive; Sonora Park at 263 S. New Hope Rd.)		
Deposit (applies to all pavilion rentals)	\$50.00	May be returned, dependent upon satisfactory inspection by staff
Residents	\$45.00	Per hour; 2 (Two) hour minimum
Non-Residents	\$90.00	Per hour; 2 (Two) hour minimum
Senior Center Banquet Room (420 Corry A. Edwards Dr.)		
Deposit (Members and/or Residents)	\$75.00	May be returned, dependent upon satisfactory inspection by staff
Deposit (Non-Members who are also Non-Residents)	\$150.00	May be returned, dependent upon satisfactory inspection by staff
Members and/or Residents	\$25.00	Per hour; 3 (Three) hour minimum
Non-Members who are also Non-Residents	\$25.00	Per hour; 3 (Three) hour minimum

PERMITS, PLANNING, AND DEVELOPMENT

SERVICE	COST	NOTES
NOTE: Minimum Fee For Any Single Permit or Inspection, Listed or Unlisted, Regardless of Department.	\$90.00	Excluding signs
NOTE: In addition to all fees listed below, developers, property owners, or applicants must pay additional fees in an amount equal to the actual cost incurred by the City related to (i) third-party engineering review of plats, plans, and applications and (ii) third-party construction inspection.		
Building Permit for Residential Construction (single family, two family, multifamily, and townhome)	\$0.85	Per square foot
BUILDING PERMIT FOR NON-RESIDENTIAL CONSTRUCTION BASED ON TOTAL VALUATION OF PROJECT (also used for building code pricing below)		
\$1.00 to \$10,000.00	\$120.00	
\$10,001.00 to \$25,000.00	\$181.50	For the first \$10,000.00, plus \$13.50 for each additional \$1000.00, or fraction thereof, up to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.50	For the first \$25,000.00, plus \$10.00 for each additional \$1,000.00, or fraction thereof, up to and including \$50,000.00
\$50,001 to \$100,000.00	\$708.00	For the first \$50,000.00, plus \$6.50 for each additional \$1,000.00, or fraction thereof, up to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.00	For the first \$100,000.00, plus \$4.95 for each additional \$1,000.00, or fraction thereof, up to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,557.00	For the first \$500,000.00, plus \$4.50 for each additional \$1,000.00, or fraction thereof, up to and including \$1,000,000.00
\$1,000,001.00+	\$6,170.00	For the first \$1,000,000.00, plus \$2.90 for each additional \$1,000.00, or fraction thereof
BUILDING CODE PERMITS, INSPECTIONS, AND PLAN REVIEWS		
Accessory Building (Min. 100 ft ²)	\$100.00	
Building Code Appeal	\$100.00	
Carnival or Temporary Amusement	\$55.00	
Contractor Registration, Initial	\$100.00	See Article XIII, Chapter 4 Of City Code
Contractor Registration, Annual Renewal	\$50.00	If not renewed within 30 days of expiration, renewal fee is \$100.00
Detached Garage	\$0.85 per sq. ft.	
Demolition	\$110.00	
Drive Approach	\$110.00	
Fence, single family residential	\$90.00	
Fence, Retaining Wall, Screen Wall (non-residential/subdivision/multifamily)	\$150.00	
Moving Building into the City	\$100.00	
Signs	Varies	Consult Construction Table (above)
Special Event Permit	\$150.00	
Swimming Pool and/or Hot Tub (Above Ground)	\$200.00	
Swimming Pool and/or Hot Tub (In-Ground)	\$400.00	
Tent (Commercial) - Larger Than 200 ft ²	\$90.00	
Tree Mitigation Fee	\$200.00	Per caliper inch
Underground Storage Tanks (Includes Gas Lines To Tank)	Varies	Consult Construction Table (above)
Reinspection Fee	\$90.00	
Park Dedication Fee	\$1,200.00	Per residential Lot
PLAN REVIEW		
All Permits Calculated by Construction Table (above)	35.0%	Of building permit fee
CODE ENFORCEMENT		
Lien Assessment Fee	Actual Cost	Plus \$100.00 administrative fee
Mowing, Cleaning, and/or Boarding Property (By Contractor)	Actual Cost	Plus \$100.00 administrative fee

ELECTRICAL CODE PERMITS AND INSPECTIONS		
Apartments, Condominiums, Triplex, Etc.	\$90.00	
Commercial/Industrial New Construction	\$90.00	
Single Family, Duplex, Townhouse, Etc.	\$90.00	
Contractor Registration, Initial	-	See Article XIII, Chapter 4 Of City Code; Not required for electricians
Electric Generators Used By Carnival, Circuses, Traveling Shows, Exhibits	\$90.00	
Electrical Code Appeal	\$100.00	
Fixed Residential Appliances, Receptacle Outlets, Etc.	\$90.00	As defined by City Code
Minimum For Any Single Permit	\$90.00	Except temporary construction pole re-connects
Swimming Pool, In-Ground, Residential	\$110.00	
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$90.00	
Reinspection Fee	\$90.00	
Services of 600 Volts or Less		
Less than 200 Amps	\$90.00	
600+ Volts or 1,000+ Amps	\$90.00	
Each Power Apparatus (As Defined By City Code)	\$2.00	
Rating in Horsepower, Etc.		
Up To And Including 1	\$90.00	Each
Over 1, Up To And Including 10	\$90.00	Each
Over 10, Up To And Including 50	\$90.00	Each
Over 50, Up To And Including 100	\$90.00	Each
Over 100	\$90.00	Each
Signs, Outline Lighting, or Marquees		
One Branch Circuit	\$90.00	Each
Additional Branch Outlets	\$90.00	Each
Temporary Power To Any Structure (Maximum Of Ninety (90) Days)	\$90.00	
MECHANICAL CODE PERMITS AND INSPECTIONS		
Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)	\$100.00	
Contractor Registration, Annual Renewal	\$50.00	If not renewed within thirty (30) days of expiration, renewal fee is \$100.00 .
HVAC (Heating/Cooling Systems)	\$110.00	\$55 Per air handling unit (e.g. inside unit + outside unit = \$110.00)
Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$90.00	
Vent-A-Hood (Commercial)	\$90.00	
Re-Inspection Fee	\$90.00	
Mechanical Code Appeal	\$100.00	

PLUMBING CODE PERMITS AND INSPECTIONS		
Apartments, Condominiums, Triplex, Etc.	\$90.00	
Commercial/Industrial New Construction	\$90.00	
Single Family, Duplex, Townhouse, Etc.	\$90.00	
Contractor Registration, Initial	-	See Article XIII, Chapter 4 Of City Code; Not required for plumbers
Unit Fee Schedule		
Building Water Line	\$90.00	
Building Sewer Line	\$90.00	
Fireplace Piping and Valve	\$90.00	
Gas Fired Applicable W/Special Vent Pipe	\$90.00	
Gas Piping System (1 – 4 Outlets)	\$90.00	
Gas Piping System (5+ Outlets)	\$90.00	
Industrial Waste Pre-Treatment Interceptor	\$90.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$90.00	
Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$90.00	
Private Sewage Disposal System	\$90.00	
Repair of Existing Piping	\$90.00	
Repair or Alteration of Drainage or Vent Piping	\$90.00	
Gas Line Pressure Check	\$90.00	
Plumbing Fixture, Trap, or Set Fixture, Etc.	\$90.00	
Yard Line Pressure Check	\$90.00	
Plumbing Code Appeal	\$100.00	
Re-Inspection Fee	\$90.00	
REGISTRATION AND MISCELLANEOUS PERMITS		
Business License	\$25.00	
Home Business License	\$25.00	
Certificate of Occupancy (CO)	\$150.00	
Contractor Registration, Initial	\$100.00	See Article XIII, Chapter 4 Of City Code
Contractor Registration, Annual Renewal	\$50.00	If not renewed within thirty (30) days of expiration, renewal fee is \$100.00
Garage Sale Permit	\$10.00	No more than three (3) garage sales per address per year
Gathering Station Inspection	\$1,000.00	
Itinerant Vendor License	\$100.00	Fee due at time of application
Sub-Division Construction Inspection Fee	4.0%	Of construction cost
Tree Removal Permit	\$150.00	Per acre; \$150.00 minimum charge
SHORT TERM RENTALS		
Permit	\$100.00	per each permit and renewal permit
Inspection and Reinspection	\$75.00	Per each inspection or reinspection
OIL AND GAS WELLS		
Annual Air Sampling And Reporting Fee Per Low-To-Moderate Impact Pad Sites (As Determined By City Official(s))	\$12,000.00	
Annual Air Sampling And Reporting Fee Per High Impact Pad Site (As Determined By City Official(s))	\$45,000.00	May be paid in quarterly installments
Annual Air Sampling And Reporting Fee As Needed	\$12,000.00	Per instance of additional monitoring
Annual Inspection Per Well	\$2,000.00	\$300.00 per additional well on same pad site
Well Requested On Application for Pad Site	\$5,000.00	Per well

PLANNING AND DEVELOPMENT		
Annexation, Request for	\$200.00	
Commercial Site Plan Review	\$500.00	Engineering review fee; In additional to applicable permitting fees
Conditional Use Permit	\$500.00	
Easement or Right-Of-Way (ROW) Abandonment, Request for	\$300.00	
Zoning		
Zoning Verification Letter	\$30.00	
Zoning Change or Amendment for Less Than 10 Acres, Request for	\$500.00	
Zoning Change or Amendment for 10+ Acres, Request for	\$1,500.00	
Rezone Less Than 10 Acres to Planned Development District (PD)	\$750.00	
Rezone 10+ Acres to Planned Development District (PD)	\$1,500.00	
Plats		
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$10.00 per lot
Minor Plat Engineering Review Fee	\$200.00	
Preliminary Plat	\$300.00	Plus \$10.00 per lot
Preliminary Plat Engineering Review Fee	\$1,000.00	
Replat (0-10 Acres)	\$500.00	
Replat (10+ Acres)	\$1,500.00	
Final Plat	\$300.00	Plus \$10.00 per lot
Final Plat, Replat Engineering Review Fee	\$2,500.00	Placed in escrow; Unused funds can be requested for return
Other		
Renotification	Actual Cost	Cost to republish/resend legally required notices after request for date change
Special Exception, Request for	\$250.00	
Variance, Request for	\$250.00	
Printouts/Copies From Plotter	\$1.00	Per Square Foot (ft ²)
NOTE: Minimum Fee For Any Single Permit or Inspection, Listed or Unlisted, Regardless of Department.	\$90.00	Excluding signs
NOTE: In addition to all fees listed above, developers, property owners, or applicants must pay additional fees in an amount equal to the actual cost incurred by the City related to (i) third-party engineering review of plats, plans, and applications and (ii) third-party construction inspection.		

WATER & WASTEWATER, UTILITY BILLING, AND PUBLIC WORKS

SERVICE	COST	NOTES
<i>View monthly utility rate information at www.cityofkennedale.com/waterrates</i>		
Deposits		
Residential Water (Owner Occupied)	\$60.00	If an account is finaled out for nonpayment, re-establishment of service requires a deposit of 2X the normal fee. Accounts are associated with the name of the responsible party (or parties), not the address.
Residential Sewer (Owner Occupied)	\$30.00	
Residential Water (Tenant Occupied)	\$90.00	
Residential Sewer (Tenant Occupied)	\$60.00	
Commercial/Industrial w/High Consumption	Varies	1/6 of annual consumption
Commercial Water	\$90.00	
Commercial Sewer	\$60.00	
Water for Cleanup (15-Day Temp Service)	\$30.00	Per day
Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50.00 service fee
Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50.00 service fee
Use of Bulk Unmetered Water	Varies	(rate) X (estimated gallons)
Disconnect Service At The Main	Actual Cost	
Liquid Waste Permit	\$50.00	The City of Arlington regulates the installation, maintenance, and the transportation of liquid wastes within the City of Kennedale. Questions? Call the City of Arlington at 817-459-5902 or the City of Kennedale Public Works Department at 817-985-2170.
Liquid Waste Trip Ticket Book	\$20.00	
Move City Utilities	Actual Cost	
Private Water Well Permit And Inspection	\$75.00	
Water Administrative Fee	\$20.00	Assessed when account appears on cut-off list; In addition to any late fee
Water Transfer Fee	\$15.00	
Wrecker License/Permit	\$20.00	
Utility Equipment	Actual Cost	Meter, meter base, MTU, register, bullhead, and any other associated equipment installed for water/sewer metering
Other		
Fire Hydrant Fee (Construction Meter)	\$79.50	Monthly base charge
Meter Calibration Fee (When Executed By City Staff)	\$45.00	Charges not incurred if meter is found to be inaccurate.
Meter Calibration Fee (When Executed By Independent Contractor)	\$125.00	
Meter Set Reinspection Fee	\$100.00	
Meter Tampering, Tampering With Lock, Or Cutting Lock On Meter	\$200.00	Per offense, plus actual cost of repair or replacement
Public Works Construction Inspection Fee for Saturday Work	\$250.00	Must be paid no later than 48 hours in advance of the work day

TAPS		
Water Tap Fee (No Street Cut)		
¾" (.75")	\$475.00 or Actual Cost, whichever is higher	Plus \$300.00 meter set fee; Plus cost of meter
1"	\$525.00 or Actual Cost, whichever is higher	Plus \$350.00 meter set fee; Plus cost of meter
1½" (1.5")	\$950.00 or Actual Cost, whichever is higher	Plus \$550.00 meter set fee; Plus cost of meter
2"	\$1,075.00 or Actual Cost, whichever is higher	Plus \$700.00 meter set fee; Plus cost of meter
3" or Larger	Actual Cost	Plus actual cost of meter set fee; Plus cost of meter
Water Tap Fee (With Street Cut or Bore)		
¾" (.75")	\$925.00 or Actual Cost, whichever is higher	Plus \$300.00 meter set fee; Plus cost of meter
1"	\$975.00 or Actual Cost, whichever is higher	Plus \$350.00 meter set fee; Plus cost of meter
1½" (1.5")	\$1,400.00 or Actual Cost, whichever is higher	Plus \$550.00 meter set fee; Plus cost of meter
2"	\$1,525 or Actual Cost, whichever is higher	Plus \$700.00 meter set fee; Plus cost of meter
3" or Larger	Actual Cost	Plus actual cost of meter set fee; Plus cost of meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00 or Actual Cost, whichever is higher	
6"	\$600.00 or Actual Cost, whichever is higher	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00 or Actual Cost, whichever is higher	
6"	\$1,050.00 or Actual Cost, whichever is higher	
8" or Larger	Actual Cost	

Schedule of Fees for the City of Kennedale, Texas

Updated 05/19/2020 | www.cityofkennedale.com/fees

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.2.

SUBJECT

Discuss and consider approval of an Inter-Local Agreement (ILA) with Tarrant County regarding the distribution of Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to address COVID 19 related expenses

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Staff has been advised that the Commissioners Court has determined that COVID-19 related funding, now available through the County, will be disbursed on the basis of \$55 per capita as determined by North Central Texas Council of Government's (NCTCOG) recent population estimates.

The distribution of funds to Tarrant County Cities will be subject to the provisions of an Inter-Local Agreement (ILA) with the County assuring the funds will be used for COVID-19 related expenses. The Agreement, which will not likely be available until at least Monday May 18, will also provide that funds will not be used for budget shortfalls and will meet Department of Treasury guidelines.

The ILA will be provided to Council as soon as we receive it from the County.

Please direct any questions to City Manager George Campbell.

RECOMMENDATION

Approve

ATTACHMENTS

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.G.1.

SUBJECT

Hold a Public Hearing and consider adoption of Ordinance 686, amending Chapter 23, Article IX "Stormwater (Drainage) Utility System" by amending the monthly Stormwater (Drainage) Utility Fee from \$3.50 to \$4.50 for Residential Units and Religious Organizations

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology
Larry Hoover, Public Works Director

SUMMARY

The Stormwater (Drainage) Utility Fee funds ongoing and emerging prevention and mitigation of flooding and erosion issues. During FY 19–20 Budget discussions, staff recommended that the Council consider increasing the Stormwater Utility Fee from \$3.50 to \$4.50 so that staff could begin to better address identified storm drainage and erosion issues for which there has not been sufficient funding.

Current Code Related to the Proposed Fee Increase

"Schedule of monthly fees and rates. The monthly stormwater (drainage) utility fee shall be as follows:

- *Residential units. The monthly stormwater (drainage) utility fee for each residential dwelling unit or ERU shall be three dollars and fifty cents (\$3.50) beginning November 1, 2014.*
- *Religious organization units. The monthly stormwater (drainage) utility fee for each religious organization shall be three dollars and fifty cents (\$3.50) beginning November 1, 2014*
- *Revision of fees or rates. The stormwater (drainage) utility fee or the stormwater (drainage) utility rate may be revised by the city council via ordinance from time to time as permitted by this article and the act."*

Stormwater Fee Comparison By City

- City of Fort Worth \$5.75 to \$11.50 Depending on Square Footage
- City of Arlington \$4.75 to \$7.50 Depending on Square Footage
- City of Hurst \$4.00
- **City of Kennedale \$3.50 (current); \$4.50 (recommended)**
- City of Benbrook \$6.50
- City of Keller \$7.00
- City of Watauga \$11.00

History of the Stormwater (Drainage) Utility Fee

- May 13, 2010: Adopted (O448, eff. 07/01/2010): \$2.50 for residential/religious; and \$0.90 per 1,000 SF of impervious area for non-residential
- October 13, 2014: Amended (O558, eff. 11/01/2014): \$3.50 for residential/religious; and \$1.26 per 1,000 SF of impervious area for non-residential
- November 20, 2017: O638 presented to but not adopted by Council; Proposed rates: \$4.00 for residential/religious organization units; and unchanged for non-residential
- May, 19, 2020: Ordinance 686 (attached) proposes amended monthly fees in the amount of \$4.50 for residential and religious units; and unchanged for non-residential.

At this time, the Council will open the floor for public comment before considering adoption of Ordinance 686, which would amend the monthly Stormwater (Drainage) Utility Fee rates, effective June 1, 2020. As required, legal notice of this Public Hearing was published on April 16, 23, and 30, 2020, in the *Star-Telegram*, the City's newspaper of record.

RECOMMENDATION

Approve

ATTACHMENTS

1.	O686_Stormwater_Utility_Fees_Amend to 450	O686_Stormwater_Utility_Fees_Amend to 450.pdf
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ORDINANCE NO. 686

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING CHAPTER 23, ARTICLE IX "STORMWATER (DRAINAGE) UTILITY SYSTEM", OF THE KENNEDALE CITY CODE, BY AMENDING DIVISION 2 "STORMWATER (DRAINAGE) UTILITY FEES" TO ESTABLISH AMENDED MONTHLY STORMWATER (DRAINAGE) UTILITY FEES FOR RESIDENTIAL UNITS AND RELIGIOUS ORGANIZATIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas (City) 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, the City Council of the City of Kennedale, Texas ("City Council") adopted Ordinance No. 447, as amended, which created a stormwater (drainage) utility system and established stormwater (drainage) service to collect and direct stormwater runoff for benefitted properties within the utility service area upon payment of stormwater (drainage) utility fees; and

WHEREAS, the City Council now desires to amend the schedule of stormwater (drainage) utility fees for stormwater (drainage) service for residential and religious organizations; and

WHEREAS, the City Council gave proper notice of a public hearing at which interested persons were allowed to provide comments regarding the proposed drainage utility fees; and

WHEREAS, the City Council finds that the amended schedule of stormwater (drainage) utility fees for stormwater (drainage) service is nondiscriminatory, reasonable, and equitable and is warranted; and

WHEREAS, in amending the schedule of stormwater (drainage) utility fees, the fees are based on an inventory of improved parcels within the utility service area.

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

SECTION 1.

Section 23-527 "Fee Calculation" of Division 2 "Stormwater (Drainage) Utility Fees" of Chapter 23, Article IX, of the Kennedale City Code, is hereby amended by amending Subsections 23-527(c)(1) and 23-527(c)(2) to read as follows:

"Sec. 23-527. Fee calculation.

* * *

(c) *Schedule of Monthly Fees and Rates.* The monthly stormwater (drainage) utility fee shall be as follows:

- (1) Residential Units. The monthly stormwater (drainage) utility fee for each residential dwelling unit or ERU shall be four dollars and fifty cents (\$4.50).
- (2) Religious Organizations. The monthly stormwater (drainage) utility fee for each religious organization shall be four dollars and fifty cents (\$4.50).

* * *

SECTION 2.

The rates established in this Ordinance shall supersede all prior adopted rates and shall become effective June 1, 2020.

SECTION 3.

This Ordinance shall be cumulative of all provisions of all existing ordinances and of the Kennedale City Code, as amended, including but not limited to all ordinances of the City of Kennedale affecting stormwater (drainage) utility fees or rates and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of the Kennedale City Code, as amended, or any other ordinances regarding stormwater (drainage) utility fees or rates that 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 is hereby authorized to publish this Ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this Ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 7.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 19TH DAY OF MAY, 2020.

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

MONDAY, JUNE 1, 2020

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.G.2.

SUBJECT

Hold a Public Hearing and consider approval of Ordinance 700, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Kennedale, Tarrant County, Texas, for the transportation, delivery, and sale of gas in, out of, and through said city for all purposes

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

Utility providers (in this case Atmos Energy Corporation) pay Franchise Fees to Cities in exchange for the right to utilize and/or place their facilities/equipment within the public rights-of-way (ROW). These fees are considered a "cost of doing business" for utility providers. The City's existing Atmos Energy Franchise Agreement expired on December 31, 2017, and the attached Ordinance would serve to renew that "rent" or "reimbursement" that Atmos pays to the City at the same rate (5% of gross revenues) through 2030. It should be noted that Atmos has continued to remit Franchise Fee payments under the expired agreement in the interim, but recently requested a formal renewal.

Consistent with the expired agreement, this updated agreement follows Sec. 182.025 of the Texas Tax Code and hereby charges a franchise fee based on 5 percent of gross revenues for natural gas.

The Charter requires that a public hearing be held in relation to the adoption of any Franchise Agreement. At this time, the Council will open the floor for public input before considering approval of this item.

ARTICLE X - FRANCHISES AND PUBLIC UTILITIES

Section 10.02 - Power to Grant Franchises

The City Council shall have the power by ordinance, after public hearing, to grant, renew, and extend all franchises for all public utilities of every character operating within the City and, with the consent of the franchise holder, to amend the same, provided, however, that no franchise shall be granted for an indeterminate term, and that no franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension. Council action on all ordinances granting, renewing, extending or amending a public utility franchise shall comply with the applicable provisions set forth in Section 3.10 of this Charter.

RECOMMENDATION

Approve

ATTACHMENTS

1.	Kennedale.Atmos Franchise Final_LG	Kennedale.Atmos Franchise Final_LG.pdf
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ORDINANCE NO. 700

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF CERTAIN OTHER FEES AND CHARGES.

WHEREAS, Atmos Energy Corporation ("Grantee") is engaged in the business of providing gas utility service within the City of Kennedale, Texas, and is using the Public Rights-of-Way for that purpose under the terms of an ordinance granting a franchise agreement and ordinance heretofore duly passed by the governing body of the City; and

WHEREAS, the franchise expired on December 31, 2017, and the City and Grantee desire to enter into a new franchise agreement.

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

SECTION 1. GRANT OF AUTHORITY.

(A) That City hereby grants to Grantee consent to use and occupy, subject to the terms hereof, the Public Rights-of-Way, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment to deliver, transport and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell Gas to persons, firms, and corporations, including all the general public, within City corporate limits, as such limits may be amended from time to time during the term of this Franchise.

(B) The provisions set forth in this Franchise represent the terms and conditions under which Grantee shall construct, operate, and maintain its System facilities within City. Grantee, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time.

(C) This Franchise does not grant to Grantee the right, privilege or authority to engage in any other activities within City other than those set forth in Section 1(A).

SECTION 2. DEFINITIONS.

For the purpose of this Franchise, the following words and phrases shall have meaning given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in this section shall be given their common and ordinary meaning.

“Affiliate” means any entity controlling, controlled by or under common control with the entity in question. As used in this definition, the term “control” means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

“City” means the municipal corporation designated as the City of Kennedale and includes the territory as currently is or may in the future be included within the boundaries of City, with its principal office at 405 Municipal Drive, Kennedale, Texas 76060.

“Franchise” or “Agreement” means the rights and obligations of City and Grantee set forth in this ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

“Gas” means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

“Grantee” means Atmos Energy Corporation, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest, with its principal office at 5430 LBJ Freeway, Dallas, Texas 75240.

“Gross Revenues” means:

(A) all revenues received by Grantee from the sale of gas to all classes of customers (excluding Gas sold to another gas utility in City for resale of Gas to its customers within City) within City;

(B) all revenues received by the Grantee from the transportation of Gas through the pipeline system of Grantee within City to customers located within City (excluding any Gas transported to another gas utility in City for the sale of Gas to its customers within City);

(C) the value of Gas transported by Grantee for transport customers through the System of Grantee within City (“Third Party Sales”), (excluding the value of any Gas

transported to another gas utility in City which has executed a franchise agreement with City for the sale of Gas to its customers within City), with the value of such Gas to be established by utilizing Grantee's monthly weighted average cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably as is possible near the time as the transportation service is performed; and

- (D) "Gross Revenues" shall also include:
 - (1) fees collected pursuant to this Agreement;
 - (2) revenues billed but not ultimately collected or received by the Grantee;
 - (3) State gross receipts fees; and
 - (4) the following "miscellaneous charges":
 - (a) charges to connect, disconnect, or reconnect Gas within the City;
 - (b) charges to handle returned checks from consumers within the City; and
 - (c) contributions in aid of construction ("CIAC").
- (E) "Gross Revenues" shall not include:
 - (1) the revenue of any affiliate or subsidiary of Grantee;
 - (2) sales tax paid to City;
 - (3) interest or investment income earned by Grantee; and
 - (4) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Rights-of-Way.

"Public Rights-of-Way" means the public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, viaducts, and bridges across water ways and other public places that are deeded or dedicated to City and are available for Grantee's use.

"Railroad Commission" means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

"Residents" means all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within City that are or may be served by Grantee hereunder.

"System" and/ or "System facilities" means all of Grantee's pipes, pipelines, Gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, and sales of natural Gas for heating, lighting and power.

SECTION 3. USE OF RIGHT-OF-WAY.

(A) The grant to Grantee in Section 1 is subject to the terms and conditions contained herein, the Texas Constitution, City's Charter and ordinances, all as amended, and subject to applicable and controlling local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. This Franchise Agreement shall in no way affect or impair the rights, obligations, or remedies of the parties under the Texas Public Utility Regulatory Act, other state or federal law, or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by City, that Grantee believes is in violation of any federal, state, or local law or regulation.

(B) All construction and work done by Grantee, and the operation of its business, under and by virtue of this Franchise, shall be in conformance with the applicable ordinances, rules and regulations now in force and generally applicable ordinances not in conflict with this Franchise that may hereafter be adopted by City, relating to the use of the Public Right-of-Way.

(C) Grantee shall provide reasonable notice to City of planned work within the Public Right-of-Way and shall, except in cases of emergency conditions, obtain a permit if required by City's ordinances before commencing work. If so required, Grantee shall comply with permitting requirements that do not conflict with this Ordinance; provided however Grantee or contractors working on behalf of Grantee shall not be required to pay fees related to its use of the Public Right- of-Way other than in accordance with Section 7 hereof.

(D) The location of all pipes, mains, laterals, and other equipment shall be subject to approval by the City Manager or designee prior to construction; provided however, said approval shall not be unreasonably withheld. In the event of a conflict between the location of the System facilities of Grantee and the location of the facilities of City or other utility franchisees within the Public Rights-of-Way that cannot be resolved, the City Manager or designee shall resolve the conflict and determine the location of the respective facilities. Grantee shall not interfere with power, telephone, cable, or water facilities, sanitary or storm sewer facilities, or other municipal or public use of the Public Right-of-Way. Grantee has the right to request City Council review of any actions concerning Grantee's use of the Public Right-of-Way. City shall provide Grantee with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Grantee as soon as reasonably possible of any projects that will affect Grantee's System facilities located in the Public Rights-of-Way.

(E) The Grantee shall construct, maintain, and operate its System facilities in a manner which provides reasonable protection against injury or damage to persons or property.

(F) When Grantee is required by City to remove or relocate its mains, laterals,

and other System facilities to accommodate construction of streets and alleys by City, and Grantee is eligible under federal, state, county, City or other local agencies or programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through City, City shall include Grantee costs and expenses in an application by City for reimbursement only when City applies for a grant or program where the eligible relocation costs are delineated separately such that City has constructive notice that Grantee relocation costs are eligible for reimbursement and only if Grantee submits a request together with its cost and expense documentation to City a reasonable time prior to the filing of the application. City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to City. In the event that City receives only a portion of any reimbursement costs sought and the reimbursement received is not delineated separately such that Grantee's eligible relocation costs are clearly noted, City will reimburse Grantee only after City's costs have been paid in full. When Grantee is required to remove or relocate any System facility without reimbursement, Grantee shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Grantee to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Grantee is required by City to perform relocation. City shall not require that Grantee document request for reimbursement as a pre-condition to recovery of such relocation costs. Upon receipt of reimbursement from an agency or program as outlined above, City shall remit to the Grantee, within thirty (30) days of receipt, its portion related to the relocation or removal of its System facilities, only if the reimbursement received delineates separately Grantee's eligible relocation costs or City's costs have been paid in full. Notwithstanding the foregoing, City shall not be responsible for reimbursement of any relocation costs if Grantee secures or is eligible to secure reimbursement of eligible costs from any other source other than through a statutory rate mechanism or other rate mechanism adopted by City. This paragraph applies exclusively to the Grantee's recovery of its relocation costs and, except as provided in Section 7(I), nothing herein shall prohibit City from denying or opposing a request by Grantee to increase or modify its other rates, charges, fees, or tariffs.

(G) City may request Grantee to relocate any part of its System facilities installed or maintained in the Public Right-of-Way to accommodate construction or improvement of a highway, road, street, public way, or other public work procured by City which is not undertaken primarily for beautification or to accommodate a private developer. Grantee and City agree that a project is not undertaken primarily for beautification, unless more than fifty percent (50%) of the project costs are allocated to costs unassociated with those required to meet City standards for highway, road, street, public way, or other public work including costs associated with water, sewer, drainage, paving and subgrade, curb and gutter, and sidewalk construction. Grantee shall be responsible for bearing the costs of such relocation to the extent that proposed City facilities are determined to be in conflict with Grantee's existing System facilities and as permitted by local, state or federal law. Such relocation shall be made by the Grantee

within a reasonable period of time not to exceed sixty (60) days after notice of request from City unless otherwise specifically agreed to by the City or unless Grantee certifies to City in writing that no conflict exists between its System facilities and the proposed City facilities. Should Grantee submit evidence that it is unable to complete the relocation within said time due to no fault of Grantee, the City Manager or designee may agree with Grantee to extend such time. Grantee shall not be required to relocate System facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Grantee. City and Grantee shall collaborate on designs where there is the potential need for System facilities to be relocated to a depth of greater than four (4) feet. Should Grantee have concerns regarding whether the requested placement of System facilities is unsafe or inconsistent with the Gas distribution industry standard safe operating practices, Grantee shall provide City with information detailing and substantiating such concerns and work with City on a solution acceptable to both parties. Should Grantee certify that no conflict exists and it is later determined that Grantee's System facilities conflict with proposed City facilities resulting in a delay in the construction of City facilities, Grantee shall reimburse City for all expenses incurred as a result of the delay. Should Grantee agree to relocate any part of its System facilities and fail to perform the relocation causing a delay in the construction of City facilities, Grantee shall reimburse City for all expenses incurred as a result of the delay.

(H) Following relocation, Grantee shall repair, according to City specifications, clean up, and restore all Public Right-of-Way disturbed during construction and repair of Grantee's systems, at its own expense, to approximately the same or better condition as prior to being disturbed.

(I) The installation and replacement of any System facilities in Public Right-of-Way by Grantee shall be subject to inspection and approval by City. The repair and maintenance of any System facilities in Public Right-of-way by the Grantee shall be subject to inspection by City. Grantee agrees to cooperate fully with City in conducting the inspection. Such inspections shall be conducted within a reasonable time after completion of the project. Grantee shall promptly perform reasonable remedial action required by City pursuant to such an inspection. Notwithstanding anything in this section to the contrary, the authority to regulate and inspect Grantee's System for compliance with the provisions of Part 192 of Title 49 of the Code of Federal Regulations is hereby reserved to those federal and state authorities having jurisdiction thereunder and nothing herein is intended to confer any such authority to City unless expressly provided under applicable law.

(J) City reserves the right to lay and permit to be laid, power, sewer, Gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by City in, across, along, over, and under any Public Right-of-Way occupied by Grantee, and to change any curb or sidewalk or the grade of any street.

(K) If City abandons any Public Rights-of-Way in which Grantee has System facilities, such abandonment shall be conditioned on Grantee's right to maintain its use

of the former Public Right- of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Grantee for all removal or relocation expenses, if Grantee agrees to the removal or relocation of its System facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Grantee to remove or relocate its System facilities and Grantee agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION AND INSURANCE.

(A) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY GRANTEE'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH GRANTEE'S OPERATIONS; THIS INDEMNIFICATION SHALL APPLY WHETHER OR NOT CITY, ITS AGENTS, OFFICERS OR EMPLOYEES WERE NEGLIGENT.

(B) IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 4 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 4(A), AND UPON RESOLUTION OF THE CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4(A), GRANTEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL REASONABLE ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT GRANTEE AND INDEMNITEE WERE BOTH NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4, INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

(C) This section does not waive any governmental immunity available to City under Texas law. This section is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of Grantee and City. This section is not intended to limit the ability of City or Grantee to settle claims through alternative dispute resolution.

(D) If any action, suit or proceeding is brought against City, its agents and employees, upon any claim arising out of Grantee's operations, City shall give notice in writing to Grantee by registered or certified mail. City agrees to reasonably cooperate with Grantee in connection with such defense.

(E) Promptly after receipt by an Indemnatee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in Section 4(A) hereof may apply, the Indemnatee shall notify Grantee in writing of such fact. Grantee shall assume the defense thereof with counsel designated by Grantee and reasonably satisfactory to the Indemnatee.

(F) Should an Indemnatee be entitled to indemnification under this Section (4) hereof as a result of a claim by a third party, and Grantee fails to assume the defense of such claim, the Indemnatee will, at the expense of Grantee, contest (or, with the prior written consent of Grantee, settle) such third party claim.

(G) Grantee shall insure its obligations and risks undertaken pursuant to this Franchise in the form of a formal plan of self-insurance maintained in accordance with sound accounting and risk-management practices, or, at its option, maintain the following insurance coverages throughout the term of this Franchise:

- (1) Commercial general or excess liability with minimum limits of five million dollars (\$5,000,000). To the extent that coverage is maintained on a claim made form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:
 - (a) Completed operations to be maintained for one (1) year.
 - (b) Personal and advertising injury.
 - (c) Contractual liability.
 - (d) Explosion, collapse, or underground (XCU) hazards.
- (2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit. This coverage shall include all owned, hired, and non-owned automobiles. Pollution liability insurance, with a minimum coverage of ten million dollars (\$10,000,000) per occurrence shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall provide coverage for clean-up costs.

(H) Prior to commencement of operations pursuant to this Agreement, Grantee shall furnish City with proof of insurance.

(I) Grantee will require its self-insurance to respond to the same extent as if City was an additional insured and waive subrogation rights against City.

SECTION 5. GAS SERVICE.

(A) Grantee shall furnish reasonably adequate service to the public at reasonable rates and charges therefore; and Grantee shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Grantee shall maintain on file with City copies of its current tariff, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in City shall be subject to revision and change by either City or Grantee in the manner provided by law.

(B) Grantee hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for Grantee to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council of City or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. City Council of City may order Grantee to provide service or take any other action necessary to bring Grantee into compliance with the intent of the City Council in granting this Franchise, including termination of this Franchise in accordance with Section 12. The City Council of City shall render its opinion at the next regular meeting but in no event shall it be required to act in less than seven (7) days.

(C) Grantee shall keep and maintain its books, records, contracts, accounts, documents, and papers in any way related to this Franchise Ordinance and shall make them available for inspection by City officials and employees upon reasonable notice.

(D) Grantee shall install, repair, maintain, and replace its System facilities in a good and workmanlike manner.

(E) If Grantee determines to install a meter in or near the Public Right-of-Way, Grantee agrees to discuss with City the aesthetics of the meter placement. Grantee shall not place a meter within City sidewalks. If City requires a meter upgrade, Grantee will comply so long as City reimburses Grantee for the reasonable costs incurred by Grantee in changing meters; provided, however, that in no event shall underground meters be required.

(F) Grantee shall take such measures which will result in its System facilities meeting the standards required by applicable federal, state, and environmental laws.

(G) Nothing in this Franchise shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Grantee to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of City as same now exists or as such limits may be extended from time to time hereafter.

SECTION 6. NON-EXCLUSIVE FRANCHISE.

(A) The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling Gas to and for City and the inhabitants thereof.

(B) City reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for City and inhabitants thereof.

SECTION 7. CONSIDERATION AND METHOD OF PAYMENT.

(A) The consideration payable by Grantee for the rights and privileges granted to Grantee herein shall be five percent (5%) of the Gross Revenues received by Grantee during the preceding calendar year. Grantee shall pay City on or before the 15th day of February, 2021, an initial payment in the amount based on Gross Revenues for the year January 1, 2020, through December 31, 2020, and on or before the 15th day of February each succeeding year during the term of this franchise. The final payment under the initial term shall be made on the 15th day of February, 2030, an amount based on Gross Revenues for January 1, 2029 through December 31, 2029.

(B) The initial payment of the franchise fee pursuant to this Ordinance shall be for the privilege period from January 1, 2021, through December 31, 2021, based upon the Gross Revenues during the preceding calendar year (January 1, 2020, through December 31, 2020). Each subsequent payment shall be for the privilege period of the calendar year in which the payment is made.

(C) The franchise fee amounts based on Contributions in Aid of Construction (CIAC) shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment under this ordinance shall be due on or before April 30, 2021 and will be based on CIAC revenues for the year January 1 through December 31, 2020 in accordance with the terms of the previous agreement. All subsequent CIAC franchise fee payments shall be due on or before April 30 of each succeeding year during the term of this franchise with the final payment under the initial term being made on or before April 30, 2030.

(D) If Grantee fails to pay when due any payment provided for in this Section, Grantee shall pay such amount plus interest at the current prime rate per annum from such date until payment is received by City.

(E) Grantee agrees that at the time of each payment, Grantee shall also

submit to City a statement showing its Gross Revenues for the calendar year preceding the year in which payment is made from the sale of gas to its customers, including but not limited to residential, commercial, and industrial customers, within said corporate limits, including the amount of revenues received by Grantee for the transportation of Gas.

(F) City may, if it sees fit, upon reasonable notice to Grantee, have the books and records of Grantee examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein. Grantee shall make available to the auditor such personnel and records as City may in its reasonable discretion request in order to complete such audit, and shall make no charge to City therefore. Grantee shall assist City in its review by providing all requested information no later than fifteen (15) days after receipt of a request. The cost of the audit shall be borne by City unless the audit discloses that Grantee has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to City by Grantee. If such an examination reveals that Grantee has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Grantee shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section 7(D). Should Grantee determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Grantee regarding the existence of such overpayment, City shall review Grantee's claim and if said overpayment is confirmed, remit the amount of overpayment to Grantee.

(G) If, after receiving reasonable notice from City of City's intent to perform an audit as provided herein, Grantee fails to provide data, documents, reports, or information required to be furnished hereunder to City, or fails to reasonably cooperate with City during an audit conducted under the terms hereunder, City may elect to terminate this Franchise in accordance with Section 12.

(H) City shall within thirty (30) days of final approval, give Grantee notice of annexations and disannexations of territory by City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Grantee shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the effective date of the annexation. Upon request from City, Grantee will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall Grantee be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales taxes.

(I) Grantee may file with City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Agreement. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for one hundred percent (100%) recovery of such franchise fees as part of Grantee's rates; (ii) if City intervenes in any regulatory proceeding before a federal or state agency in which

the recovery of Grantee's franchise fees is an issue, City will take an affirmative position supporting one hundred percent (100%) recovery of such franchise fees by Grantee and; (iii) in the event of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the one hundred percent (100%) recovery of such franchise fees by Grantee. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Grantee. This paragraph applies exclusively to City's franchise fees and nothing herein shall prohibit City from denying or opposing a request by Grantee to increase or modify its other rates, charges, fees, or tariffs.

SECTION 8. OTHER TAXES.

(A) It is expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, Franchise taxes or charges, municipal license, permit and inspection fees, bonds, street taxes, and street or alley rentals or charges except as provided in this section. Payment of the fees and other consideration due hereunder by Grantee is not accepted by City in lieu of any reimbursement of regulatory costs, payment of taxes that are uniform and generally applicable to other persons conducting business within City, such as property, sales and use taxes or the costs to repair damages to the Public Right-of-way or to indemnify City as required herein. If City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or Franchise taxes or charges as aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Grantee's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or Franchise taxes or charges as aforesaid.

(B) Payment of the fees and other consideration due hereunder shall not in any way limit or inhibit any of the privileges of City whether under this Franchise Ordinance or otherwise.

SECTION 9. TERM.

The initial term of this Franchise shall expire at midnight on December 31, 2030. The Franchise may be extended for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein.

SECTION 10. OTHER FRANCHISES.

If Grantee should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, as it exists on the effective date of this Agreement, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Right-of-way in a manner that, if applied to City,

would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Grantee to City pursuant to this Ordinance may, at the election of City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. City acknowledges that the exercise of this right is conditioned upon City's acceptance of all terms and conditions of the other municipal franchise *in toto*. City may request waiver of certain terms and Grantee may grant, in its sole reasonable discretion, such waiver.

SECTION 11. CITY RULES AND REGULATION. DOCUMENTS AND REPORTS.

(A) City expressly reserves, and Grantee expressly recognizes, City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such cost of service, cost of Gas, charter provisions, ordinances, rules, and regulations as City deems necessary.

(B) Grantee shall file with City, those documents required by law to be filed with City, and otherwise, upon City's request, all tariffs, rules, regulations and policies under consideration with the Railroad Commission relating to the facilities and operations, any matters relating to the System facilities and operations, any matters affecting the use of Public Right-of-Way or this Franchise. Upon request, Grantee shall provide City with a copy of filings it makes with the Railroad Commission affecting the same. In addition, upon request, Grantee will provide City copies of Grantee's most recent annual report, all petitions, communication reports, advice letters, audits, complaints, and applications together with supporting pre-filed testimony and exhibits filed by Grantee or third parties with the Railroad Commission.

SECTION 12. DEFAULT. REMEDIES. TERMINATION.

(A) In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to forfeit and terminate the Franchise and all rights and privileges of Grantee hereunder in the event of a breach of its terms and conditions. A breach by Grantee shall include, but shall not be limited to, the following:

- (1) Violation of any provision of the Franchise or any rule, order, regulation or determination of City made pursuant to the Franchise;
- (2) Attempt to evade any provision of the Franchise or to practice any fraud or deceit upon City or its Residents;
- (3) Failure to begin or complete Gas facility construction or extension as agreed to with City;
- (4) Failure to provide the services set forth in the Franchise; or
- (5) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(B) The foregoing shall not constitute a breach if the violation occurs without fault of Grantee or occurs as a result of circumstances beyond its control which could

not have been avoided as a result of the exercise of reasonable care. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

(C) City may make a written demand that Grantee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, City may take under consideration the issue of termination of the Franchise.

(D) If Grantee does not cure the default within such time frame, City shall notify Grantee in writing of its right to have a hearing before the City Council to present any objections or defenses Grantee may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least thirty (30) days from the date of the notice. After such hearing, City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Grantee of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

(E) Notwithstanding the foregoing, the rights and remedies of City set forth in this section shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same breach of this Agreement.

(F) The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

SECTION 13. MISCELLANEOUS PROVISIONS.

(A) This Franchise is made for the exclusive benefit of City and Grantee, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

(B) No assignment or transfer of this Franchise shall be made, in whole or in part, without approval of the City Council of City unless otherwise superseded by state laws, rules, or regulations or Railroad Commission of Texas action and such approval shall not be unreasonably withheld or delayed; provided however that Grantee may

assign this Agreement to an Affiliate without City's consent or approval, upon thirty (30) days' notice to City. City will grant such approval unless assignee is materially weaker than Grantee. For the purpose of this section, "materially weaker" means that the long term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody's. If the assignee is materially weaker, City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. Upon approval or assignment to an Affiliate without approval as provided herein, the rights, privileges, and franchise herein granted to Grantee shall extend to and include its successors and assigns. The assignment shall not become effective until assignee agrees in writing to be bound by the terms, conditions, provisions, requirements and agreements contained in this Franchise.

(C) If either City or Grantee requests renegotiation of any term of this Franchise, Grantee and City agree to renegotiate in good faith revisions to any and all terms of this Franchise. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Franchise will continue in effect for the remaining term of the Franchise.

(D) Any notices required or desired to be given from one party to the other party to this Franchise shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below;

(ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or

(iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY:

City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

GRANTEE:

Manager of Public Affairs
Atmos Energy
100 W. Morningside Dr.
Fort Worth, Texas 76110

WITH A COPY TO:

Mr. Drew Larkin
Taylor Olson Adkins Sralla & Elam LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

(E) Nothing contained herein shall limit or restrict any legal rights that City may possess arising from any alleged violation of this Franchise.

(F) Neither City nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employers, or agents, upon any one or more occasions to insist upon or seek compliance with any such terms and conditions.

(G) The paragraph headings contained in this Franchise are for convenience only and shall in no way enlarge or limit the scope or meaning of the various paragraphs hereof. Both parties have participated in the preparation of this Franchise and this Franchise shall not be construed either more or less strongly against or for either party.

SECTION 14. SEVERABILITY

This Franchise and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Franchise shall not affect the validity or constitutionality of any other portion of this Franchise. If any term or provision of this Franchise is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Franchise shall not be affected thereby.

SECTION 15. ACCEPTANCE AND EFFECTIVE DATE.

To accept this Franchise, Grantee must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise is not filed by Grantee, this Franchise shall be rendered null and void. If Grantee accepts this Franchise, this Franchise shall become effective upon final passage and approval. When this Franchise becomes effective and Grantee makes its first payments due hereunder, any and all previous ordinances of City granting franchises for Gas delivery purposes that were held by Grantee shall be cancelled.

PASSED AND APPROVED ON THIS 19TH DAY OF MAY, 2020.

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

**STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF KENNEDALE §**

I, Leslie E. Galloway, City Secretary of the City of Kennedale, Tarrant County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Kennedale, Texas, at a regular session, held on the 19th day of May, 2020, as it appears of record in the Minutes of said regular session.

WITNESS MY HAND AND SEAL OF SAID CITY, THIS THE 19TH DAY OF MAY, 2020.

**LESLIE E. GALLOWAY, CITY SECRETARY
CITY OF KENNEDALE, TEXAS**

MEETING DATE: MAY 19, 2020

AGENDA ITEM NUMBER: PURSUANT TO EXECUTIVE SESSION ITEM IV.H.1.

SUBJECT

Take any action deemed necessary as a result of the Executive Session

ORIGINATED BY

George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS