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KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | JULY 20, 2021 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

MEMBERS OF THE PUBLIC MAY JOIN IN PERSON OR
ACCESS A LIVE FEED AT WWW.CITYOFKENNEDALE.COM/VIDEOS
THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT

I. CALL TO ORDER

To address the City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Council as a whole, rather than individual Councilmembers or staff.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Presentation by City of Arlington staff regarding current status of the Sublett Road project
2. Safe Routes to School (SRTS) update and discussion regarding remaining project costs
3. Presentation and discussion regarding Senior Center reopening plan and staffing options
4. Presentation by potential purchasers and developers of the Texas Raceway property

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

III. 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 Council about items not on the agenda. Rules and procedures for addressing the Council 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
In addition to any items below, the Mayor and Council may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Updates from the City Council
2. Updates from the Mayor
   - *Proclamation for National Night Out (NNO) on Tuesday, August 3, 2021*
3. Updates from the Interim City Manager
4. Financial Reports for the City and the EDC
5. Schedule of Investment Activity for quarter ending June 30, 2021

E. <u>CONSENT AGENDA</u>

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

1. Authorize staff to execute an agreement with North Central Texas Council of Governments (NCTCOG) for the acceptance of a grant

2. Consider approval of an Ordinance amending the senior and disabled discount provisions of the current water/sewer rate ordinance by extending discounts to a surviving spouse for the remainder of the fiscal year

3. Consider authorizing the Interim City Manager to enter into a Professional Services Agreement (PSA) with Shield Engineering for engineering design and services related to the Safe Routes to School (SRTS) Program

F. <u>ITEMS FOR INDIVIDUAL CONSIDERATION</u>

1. Authorize the Interim City Manager to prepare bidding documents and publish notice for the sale of 5412 Kennedale Street

2. Consider authorizing the Interim City Manager to execute Change Order No. 1 for Inland Pipe Rehabilitation, submitted by IPR SC in the amount of 23,517.37 which is part of the Crestdale sanitary sewer improvements

3. Consider authorizing the Interim City Manager to execute a pay estimate to PM Construction & Rehab, LLC, in the amount of $60,525.00 for the Crestdale sanitary sewer improvements

4. Consider approval of a Resolution authorizing publication of notice of intention to issue Certificates of Obligation to finance street, sidewalk and related drainage improvements at various locations in the City and the acquisition of public safety vehicles and equipment

G. <u>PUBLIC HEARINGS</u>

IV. EXECUTIVE SESSION

The City Council reserves the right to meet in Executive Session at any time during this meeting 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. Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation, and Karmali Holdings, Inc.

2. City of Kennedale v. James Coyel

3. Kennedale TownCenter agreements and assessments

4. 800 W Kennedale Parkway

5. Separation Agreement with George Campbell

6. Salvage yards and special exception/special use permits

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

1. Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation, and Karmali Holdings, Inc.

2. 5412 Kennedale Street

C. **PURSUANT TO §551.074** — Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: or to hear a complaint or charge against an officer or employee; and the following:

1. City Manager
2. Public Works Director
3. Community Development Director
4. City Council Place 4

D. **PURSUANT TO §551.087** — (1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1):

1. Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation, and Karmali Holdings, Inc.
2. Kennedale TownCenter

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

VI. ADJOURNMENT

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.

CERTIFICATION

I DO HEREBY CERTIFY THAT THE JULY 20, 2021 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

LESLIE E. GALLOWAY, CITY SECRETARY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Presentation by City of Arlington staff regarding current status of the Sublett Road project

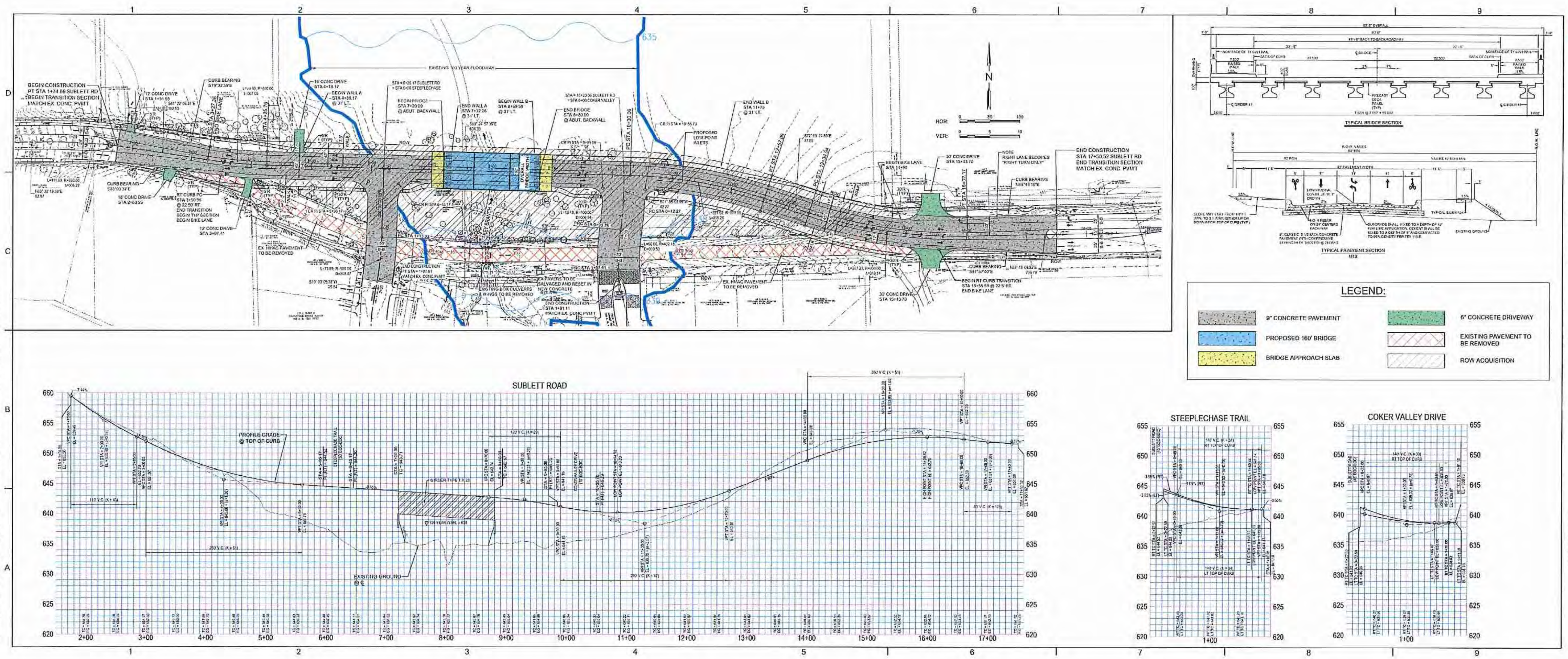
ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
Sabino Martin, Civil Engineer for the City of Arlington Public Works and Transportation Department, will provide a brief update of the roadway project planned to address the bridge on Sublett Road just east of the Kennedale city limits to Joplin Road. The attached plans were provided to staff by the City of Arlington in January 2020. Current plans and expected timelines will be included in this presentation.

RECOMMENDATION

ATTACHMENTS

1.	Sublett Plans (From January 2020)	Sublett Plans (From January 2020).pdf



SCHRICKEL ROLLINS

PARKHILL SMITH & COOPER

ARLINGTON

THE AMERICAN DREAM CITY

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SUBLETT ROAD (CITY LIMITS - JOPLIN ROAD)

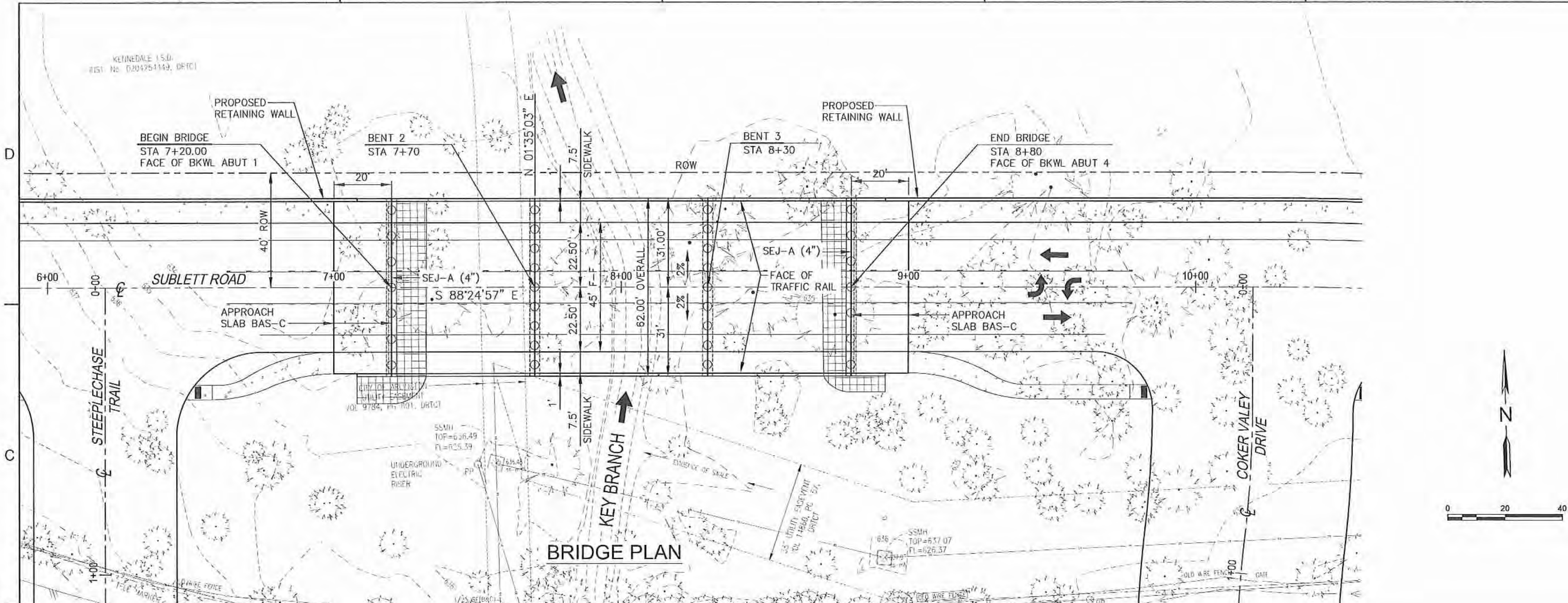
PWST18005

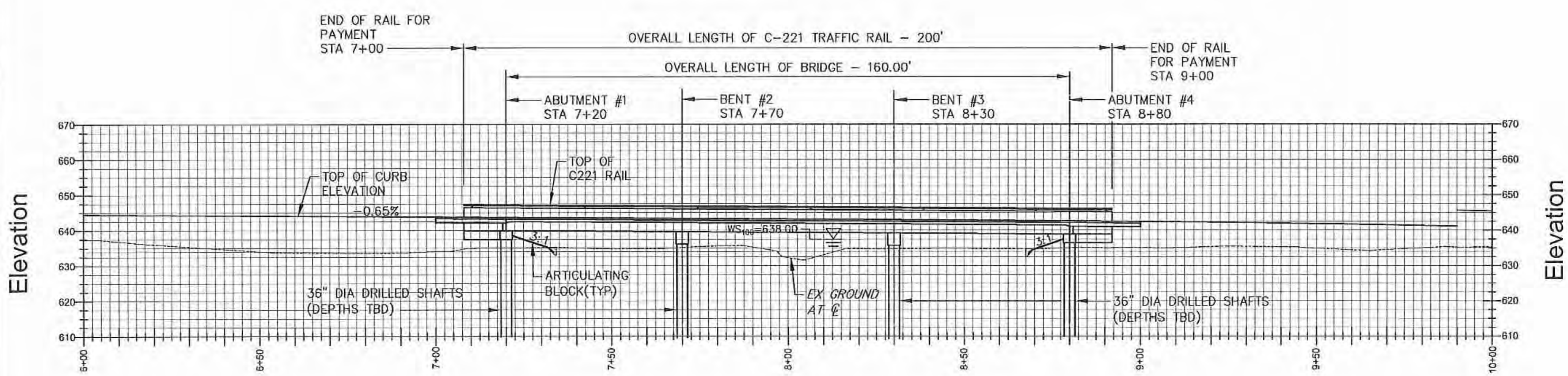
ARLINGTON, TEXAS

KEY PLAN

SUBLETT ROAD PRELIMINARY SCHEMATIC

1





BRIDGE ELEVATION

SCHRICKEL ROLLINS

PARKHILLSMITH&COOPER

ARLINGTON
THE AMERICAN DREAM CITY

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PARKHILL SMITH & COOPER, INC. F-560

SUBLETT ROAD (CITY LIMITS - JOPLIN ROAD)

PWST18005

ARLINGTON, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: ARLINGTON PROJECT NO: 0984.18

SUBLETT ROAD

PRELIMINARY BRIDGE LAYOUT

2

FILE NAME: X:\2018\0984.18\03_DSGN\01_DWG\050_CIVIL2 BRIDGE LAYOUT.dwg LAYOUT NAME: C-101 PRINTED: Tuesday, July 02, 2019 - 5:16pm USER: CHadsall

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PARKHILLSMITH&COOPER

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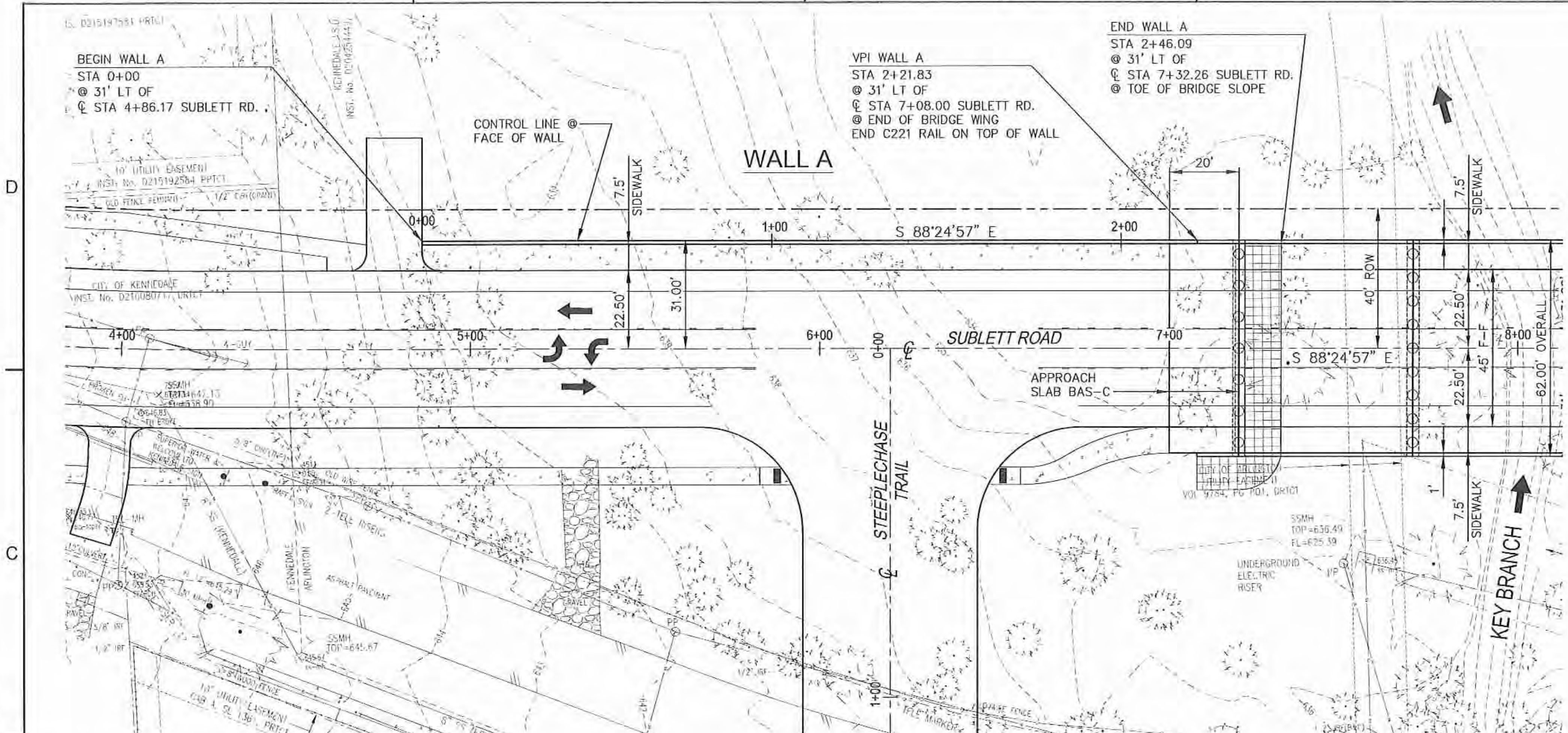
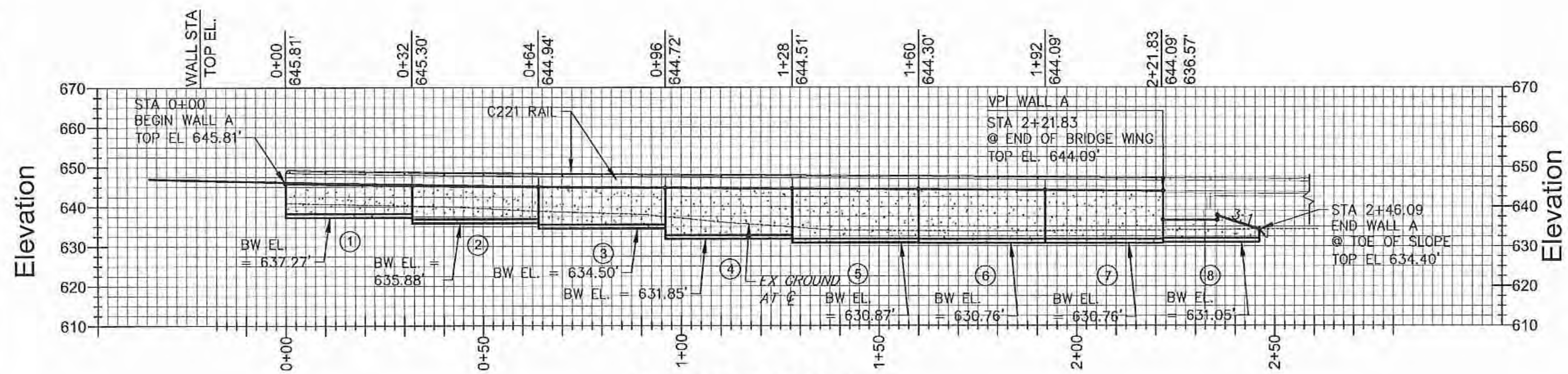
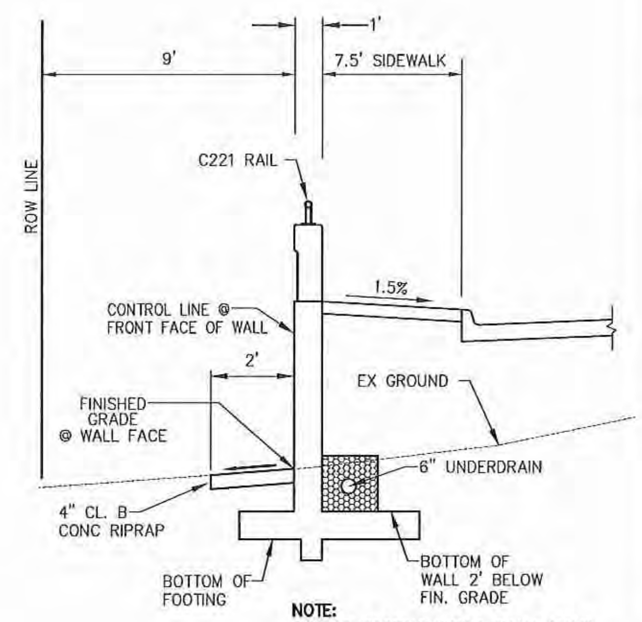


ESTIMATED QUANTITIES		
RETAINING WALL (SPREAD FOOTING)	SF	2,686
RAIL (C221)	LF	222
*6" PERFORATED UNDERDRAIN PIPE	LF	246
4" CL "B" CONC RIPRAP	CY	6.1

*CONTRACTOR'S INFORMATION ONLY



WALL A ELEVATION



NOTE:
SPREAD FOOTING WALLS SHALL HAVE A SLATE FORMLINER FINISH WITH A LIGHT BEIGE STAIN (FED. COLOR #37769)

WALL A & B
TYPICAL SECTION (A–A)
(NO SCALE)

SUBLETT ROAD (CITY LIMITS - JOPLIN ROAD)

PWST18005

ARLINGTON, TEXAS

KEY PLAN

NO DATE DESCRIPTION
ISSUING OFFICE: ARLINGTON PROJECT NO: 0984.18

SUBLETT ROAD PRELIMINARY RETAINING WALL LAYOUTS WALL A

3

FILE NAME: X:\2018\0984.18\03_DSGN\01_DWG\050_CIVIL\3-4 WALL LAYOUTS.dwg LAYOUT NAME: WALL A PRINTED: Tuesday, July 02, 2019 - 5:17pm USER: CHadsall

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.2.

SUBJECT
Safe Routes to School (SRTS) update and discussion regarding remaining project costs

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
As the Council will recall, this item appeared on the June 15 regular meeting agenda, but was not heard. At this time, Shield Engineering staff will give an overview of the effort and funding dedicated to Safe Routes to School (SRTS) thus far and what is required to proceed with the project and take advantage of a match of as much as 80% of approved project costs via TxDOT.

Thus far, the City has paid Shield $37,412.50 for a design survey, NCTCOG submittal assistance and coordination, and conceptual drawings. Preliminary engineering costs were paid from the Streets Fund. From the 2018 Tax Note issuance, the remaining ~$499,000 is earmarked for SRTS and the TxDOT Bridge/New Hope Road Project. As noted in an email to the Council on July 12, 2021, the Council can reprioritize those earmarked project(s) supported by this debt, if desired.

There is an action item on this agenda for Council to consider an agreement with Shield Engineering to finalize the construction plans and environmental review at a cost of $103,250. Items that must be completed and supplied to TxDOT to move forward include a Project Information Form (PIF), a Special Approval Form (SPA), a Project Personnel Form, and a project map. These required documents appear on this agenda under Consent.

TxDOT recently confirmed that the project had been approved for up to 80% of the $960,604 of the (previously approved) construction cost. This leaves the City's matching portion at an estimated $192,120.80 (plus any overages and engineering fees already paid). Costs outside of the construction costs (which must be provided by the City) include those related to inspection and management the project, acquirement of any necessary right of way (ROW), . Estimates for those amounts were not available at the time of packet creation, but staff will provide them to the Council as soon as possible.

Plan and engineering review by TxDOT will also incur some additional fees. Before TxDOT can begin review of the plans, there are two forms that must be completed. Either the designated Responsible Person In Charge (RPIC) or the Project Manager (either of which would be City employees) is required to complete the TxDOT Class LG (Local Government) 101 to qualify for participation in the program. Interim City Manager Leslie Galloway is prepared to register for and attend this class on July 28 and 29 if the Council approves the related items on this agenda and/or indicates a desire to move forward.

It is staff's understanding that the City still has an opportunity to take advantage of this 80% match from TxDOT. Council discussion and direction is respectfully requested.

RECOMMENDATION
Staff would recommend approval of this item via the Consent Agenda for this meeting.

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.3.

SUBJECT
Presentation and discussion regarding Senior Center reopening plan and staffing options

ORIGINATED BY
Amanda King, Library Director

SUMMARY
Prior to the COVID-19 crisis, staff evaluated the management of the Senior Center under the previous contractor – Sixty & Better – in light of increased complaints from program members regarding service levels and staffing. There were also complaints regarding the condition of the facility, which is City-owned, that were similarly evaluated. During the COVID-19 facility closure (aimed at protecting the health of seniors in our community) **Sixty & Better announced that it would no longer provide food service under the existing contract for at least the next three years**.

This information along with rising numbers of complaints from members and budgetary considerations led staff to terminate the contract with Sixty & Better and bring Senior Center services in-house under the direction of existing Library staff. The goal was to reopen this facility safely and in a more functional form that could provide the service our seniors deserve. The shutdown also provided fiscal savings during FY2021.

After the contract with Sixty & Better ended on September 30, 2020, Library staff partnered with Meals on Wheels (MOW) of Tarrant County and KPD to deliver weekly food care packages to Kennedale seniors. Weekly calls were also made by staff at both the Library and MOW to check on recipients' well-being. *Kennedale Senior Center members (for which staff had a working telephone number) consistently received* ***three points*** *of contact each week*.

After six months of thoroughly examining service levels at this facility, **staff has identified four areas in need of improvement**. As the closure continued and budget savings were realized, the City Manager proposed and the Council approved and funded a partial remodel of the Senior Center that specifically focused on ADA accessibility in the restrooms.

CURRENT COMMUNITY NEEDS & OPPORTUNITIES FOR SERVICE
Staff would prefer to see the Senior Center reopen with the following:

- **Professional Staffing for both the Senior Center and the Library**: Currently, the budget would require that the Library and the Senior Center share part-time employees to cover a total of 44 hours per week at two separate facilities. The current Library staffing levels (3.5 FTE) makes this difficult – if not impossible. Additionally, the loss of community support structures during the pandemic has led to service requests (received not only at the Library and Senior Center but also by Police and Fire) becoming increasingly complex, urgent, and social work-focused. Residents – especially those 60 and older – are reaching out to City staff across all departments at higher rates. Staff continues to be dedicated to responding but are limited by time, resources, and lack of appropriate training. At this time, staff would respectfully ask the Council to consider the need for additional staffing – specifically, the addition of a professional trained in social services who could serve as something of a floating resource to any department that might encounter residents with critical needs.

- **Safe and Healthy Food Service**: Elder food security is the most critical service provided by the Senior Center. At times, previous contractors have provided low-cost meals by offering unpalatable food prepared by prisoners. Kennedale seniors need, instead, a variety of health-conscious, freshly-prepared foods to choose from that will keep them strong and increase their likelihood of regularly attending the center – thus, offering staff more opportunities to enrich their lives via programming and fellowship with their peers.

- **Reliable Transportation**: Our Senior Center is fortunate enough to have access to a bus for transporting members to and from the facility. To fully maximize the benefit of that resource, a driver who could provide safe and reliable transportation is needed.

- **Enrichment Programming Budget**: Engaging seniors through physical and mental exercises keeps them healthy and active members in our community. Under the previous contract, seniors were expected to fundraise when they could have been focusing on their health and families. A fully-funded budget would remove that burden.

STAFF RECOMMENDATION

- Convert PT Library Clerk role to FT Social Worker who would:
- Plan and coordinate robust programming for the Senior Center
    - Serve as a Community Engagement Specialist for programs like the Youth Advisory Council (YAC), Bark in the Park, the Christmas Tree Lighting, and Trunk-or-Treat
    - Split desk coverage between the Senior Center and the Library
    - Offer support to the Police and Fire Departments in special cases

    - Allocate Funding For On-Site Food Preparation and Hire a PT Line Cook who would:

- Plan nutritious and varied menus
    - Prepare meals and provide clean-up services
    - Serve as a second staff member in facility during operating hours (in accordance with staff safety standards)

    - Facilitate HandiTran Service for Members when viable and Allow the Social Worker to Drive Bus as Needed

- Establish a Dedicated Budget for the Provision of Robust Programming

- Bingo and Other Communal Games and Activities
    - Exercise and Health Instruction
    - Crafts and Hobby Development
    - Field Trips

The above recommendations would provide critical departmental and community support to and through the following departments: Police, Fire, Library, Senior Center (and Senior Board), and City Secretary

FY22 Library Budget Baseline w/o additional new programs: ~ $296,500 [FY 21 Approved $275,755]
FY22 Senior Center Budget Baseline w/o additional new programs: ~ $92,400 [FY 21 Approved $38,376*]
**Note: This budget year reflected the cancellation of the Sixty & Better Contract due to the COVID-19 facility closure. With the inclusion of that $30,000 annual contract, the baseline approved budget would have been approximately $68,376.*

RECOMMENDATION
Staff recommends option B (from the presentation) with a FY22 budgetary increase of $59,588 (over the FY21 facility budget of $38,376). However, no matter which option proves most feasible, staff looks forward to welcoming our Senior Center membership back into the facility.

ATTACHMENTS

1.	SC PRESENTATION - PACKET	SC PRESENTATION - PACKET.pdf

HISTORY OF THE CENTER

- **1988** Original contract with Senior Citizen Services of Greater Tarrant County (SCSTC)
- **1994** ca.1994: City of Kennedale builds Senior Center facility
- **2017** (SCSTC) rebrands as Sixty & Better
- **Mar. 2020** COVID-19 closure and at-home meal delivery began via KFD
- **Aug. 2020** Sixty & Better does not secure funding for congregate meal services
- **Oct. 2020** City staff takes over services and management
- **Oct. 2020** Library secures Meals on Wheels (MOW) food delivey via KPD
- **May 2021** Renovations for ADA compliance
- **July 2021** Presentation to Council regarding reopening the facility

2

SIXTY & BETTER

CONTRACTED SERVICES	RECENT SERVICE LEVEL
Qualified Staffing	Dedicated part-time director
Engaging Programming Funded by Sixty & Better	Volunteers and businesses sponsoring programs
Supplies for Programming	Expectation for members to fundraise; At some point, an unsanctioned decision was made by an SCSTC employee to accomplish this via rental of this City-owned facility
Nutritious Meals	Many members described food as unpalatable; Attendance dropped
Office / Filing	75% of staff time devoted to paperwork

APPROXIMATE ANNUAL SIXTY & BETTER CONTRACT COST: $30,000

The recent reorganization of Sixty & Better makes it a non-viable option to adequately service the needs of our seniors.

3

MEALS ON WHEELS

Promised	Reality
Free Frozen Meals and Fresh Produce provided via "Grab & Go" Program	Inconsistent policies and procedures; 15+ hours of staff time required for related paperwork; Insufficient meals supplied to fulfill orders in our community
MOW Hot Meal Service	MOW volunteers faithfully delivered hot meals consistently
Supplemental Meal Delivery	MOW staff provided inconsistent deliveries to members outside of Kennedale

From October through July, Kennedale has expended approximately $10,125 in staff labor in exchange for an estimated $8,180 in free food (about 100 meals per week).

Staff does not recommend continuing MOW food service in the center.

4

RECOMMENDED SERVICE LEVELS

- **STAFFING**
  - PT Line Cook → providing a varied and nutritious menu
  - Social Worker/Community Engagement Specialist → focusing on seniors' unique needs and partnering with first responders to help at-risk populations identify resources
- **FOOD SECURITY AND SENSE OF COMMUNITY**
  - Providing a place for seniors to gather for fellowship and a nutritious meal
- **TRANSPORTATION**
  - Offering bus rides to the center and facilitating Handi-Tran rides
- **ENRICHMENT PROGRAMMING**

5

PATHS TO REOPENING

	Option A	Option B (Staff Recommendation)	Option C
Added costs	✓ Continue with MOW ($0) ✓ PT Staff ($20k) ✓ Minimal Programming ($5k) = $25,000	✓ **(Temporary) PT Line Cook ($15,600) + Food ($10,000)** ✓ **Community Engagement Specialist (Split w/Library) ($28,988)** ✓ **Robust Programming ($5,000)** = $59,588	✓ Catering Daily ($26,000 - $62,400) ✓ Community Engagement Specialist (Split Cost w/Library) ($28,988) ✓ Robust Programming ($5,000) = $59,988 to $96,388
Benefits	• Allows re-opening of the facility at familiar service levels • Small savings compared to FY20	• **Allows Staff to pursue partnership with KISD Culinary program, possibly saving ~$15,600** • **First responder liaison** • **City staff leverages partnerships into grants funding opportunities.**	• First responder liaison • City staff leverages partnerships into grants funding opportunities. • Streamlined staffing model
Challenges	• Less staff time available to focus on members • Fewer programs • Food complaints • No transportation	• **Securing the KISD partnership** • **Building Back Community Trust** • **Re-creating a safe space for Seniors**	• Most costly food delivery • Building Back Community Trust • Re-creating a safe space for Seniors
Option D	Fund Nothing and Keep the Center Closed		
Option E	Repurpose the Building: Rental Income: $162,000/year; or Sell Building: ~$1.4 Million		

SENIOR CENTER BASE BUDGET (FY21): $38,376

6

SUMMARY

- The Senior Center has a 27-year history in the current facility
- Recent investments of $50,000 made the center ADA compliant
- Kennedale residents show a desire to care for our seniors
- Following a 10-month comprehensive review, meetings with the Senior Board, and informal discussions with members, **Staff recommends Option B** to strengthen the community
- **Staff looks forward to implementing Council's decision to reopen this facility and resume service to our seniors**

7

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.4.

SUBJECT
Presentation by potential purchasers and developers of the Texas Raceway property

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
There is currently an interest in purchasing, rezoning, and redeveloping the Texas Raceway property. Staff met with the development team on Monday June 28 and was provided with the attached preliminary drawings for a four-phased neighborhood on 108 acres. The team includes: Jacob Sumpter of mma (who was also involved in the Moderno development on New Hope) (purchasing agent), Doug Skomer of Graham Hart (builder), and Gary Knott of Double Eagle Real Estate Holdings (developer).

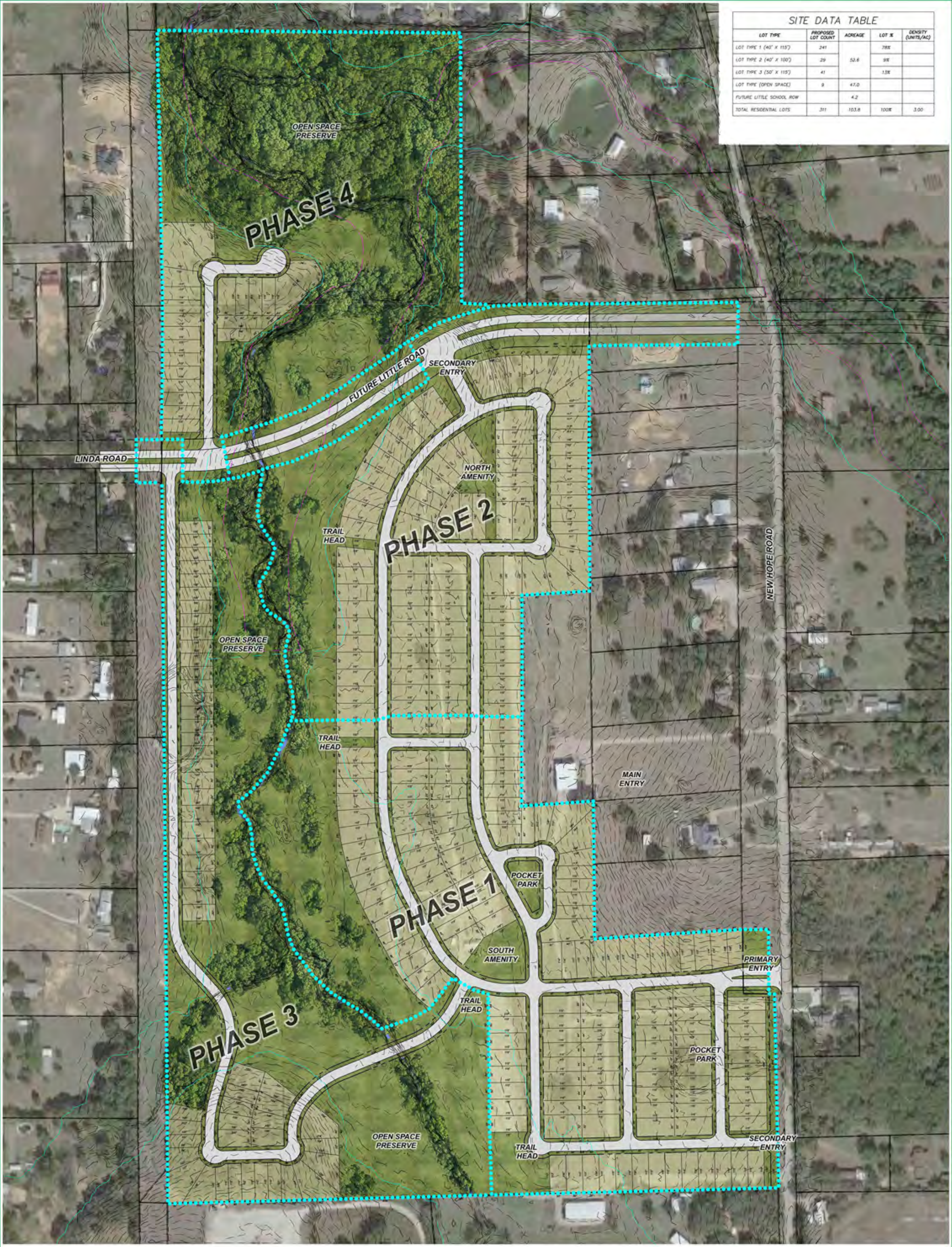
Again, the attached is not a site plan but a preliminary idea of what the neighborhood layout could resemble. A case for a rezoning of the property is expected to be heard by the P&Z Commission in August and then move on for consideration by Council. If the property is rezoned, the property sale is expected to occur and then actual technical, architectural, and engineering work and neighborhood, infrastructure, and home design would begin. The property is currently a mix of commercial (majority) and residential zonings. The request is for R-4.

Council is not considering any action at this time. This is merely an informational item.

RECOMMENDATION
None

ATTACHMENTS

1.	Kennedale Raceway-Master Plan Phasing2 copy - PROPOSAL ONLY	Kennedale Raceway-Master Plan Phasing2 copy - PROPOSAL ONLY.pdf



SITE DATA TABLE

LOT TYPE	PROPOSED LOT COUNT	ACREAGE	LOT %	DENSITY (UNITS/AC)
LOT TYPE 1 (40' X 115')	241	52.6	78%	
LOT TYPE 2 (40' X 100')	29		9%	
LOT TYPE 3 (50' X 115')	41		13%	
LOT TYPE (OPEN SPACE)	9	47.0		
FUTURE LITTLE SCHOOL ROW		4.2		
TOTAL RESIDENTIAL LOTS	311	103.8	100%	3.00

0 50 100 200
1 inch = 100 ft

CONCEPT LAND PLAN - 03
KENNEDALE RACEWAY
KENNEDALE, TX

mma
civil engineering surveying landscape architecture planning
texas registration number: f - 2759
texas registration/license number: 10088000
515 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

03/20/2020 SHEET 1 OF 1

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.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

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Updates from the Mayor
- *Proclamation for National Night Out (NNO) on Tuesday, August 3, 2021*

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
Updates and/or Proclamations from Mayor Linda Rhodes, if any.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Updates from the Interim City Manager

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
Updates and information from Interim City Manager Leslie Galloway, if any.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Financial Reports for the City and the EDC

ORIGINATED BY
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY
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.	2021_6 Monthly Financials	2021_6 Monthly Financials.pdf

Revenues & Expenditures - Budget & Actual Summary
FOR THE MONTH ENDED JUNE 30, 2021

GENERAL FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
$ 7,314,655	$ 7,671,485	$ 7,314,988	95.4%

GENERAL FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
$ 7,624,096	$ 8,414,151	$ 5,849,946	69.5%

STREETS FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
$ 877,615	$ 877,615	$ 614,795	70.1%

STREETS FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
$ 1,015,670	$ 1,063,216	$ 614,548	57.8%

WATER/SEWER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
$ 4,447,316	$ 4,447,316	$ 3,324,734	74.8%

WATER/SEWER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
$ 4,504,700	$ 4,506,554	$ 2,804,525	62.2%

STORMWATER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
$ 323,152	$ 323,152	$ 199,466	61.7%

STORMWAER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
$ 561,929	$ 565,644	$ 104,640	18.5%

GENERAL FUND
FOR THE MONTH ENDED JUNE 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

75.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
REVENUES	Adopted Budget	Amended Budget	Jun-21	Jun-21	% Budget	Jun-21	% Budget	Original Budget	Amended Budget	M-T-D JUN-20	Y-T-D JUN-20	Y-T-D % Budget
Property Taxes	$ 4,629,418	$ 4,808,157	$ 126,343	$ 4,875,994	91.0%	$ 3,472,064	75.0%	$ 4,210,532	$ 4,210,532	$ 126,767	$ 4,375,261	115.8%
Sales / Beverage Tax	1,438,404	1,580,632	159,105	1,109,884	65.3%	1,078,803	75.0%	1,402,458	1,369,909	144,235	1,032,809	81.0%
Grants / Contributions	65,000	65,000	1,750	164,793	154.7%	48,750	75.0%	85,100	147,445	-	100,567	111.8%
Licenses / Permits	191,605	282,485	74,880	463,786	64.2%	143,704	75.0%	175,070	153,360	39,286	181,291	302.4%
Fines / Fees	106,718	63,718	5,190	51,696	122.7%	80,039	75.0%	179,700	105,300	3,443	78,162	49.1%
Charge for Services	205,500	205,500	35,701	201,837	69.4%	154,125	75.0%	181,225	193,225	15,443	142,663	104.5%
Investment Earnings	24,017	12,000	44	1,219	179.9%	18,013	75.0%	24,017	24,017	511	21,586	5.1%
Miscellaneous Income	5,250	5,250	50	20,695	386.9%	3,938	75.0%	5,500	5,500	953	20,311	376.3%
Intergovernmental	647,243	647,243	39,341	380,832	63.8%	485,432	75.0%	652,475	652,475	44,557	413,217	58.4%
Surplus / Sales Rentals	1,500	1,500	310	44,252	118.4%	1,125	75.0%	3,500	3,500	-	1,776	1264.3%
Total Revenues	**$ 7,314,655**	**$ 7,671,485**	**$ 442,714**	**$ 7,314,988**	**95.4%**	**$ 5,485,991**	**75.0%**	**$ 6,919,577**	**$ 6,865,263**	**$ 375,195**	**$ 6,367,643**	**92.8%**
EXPENDITURES												
City Manager	$ 316,473	$ 321,424	$ 27,747	$ 218,923	68.1%	$ 237,355	75.0%	$ 323,076	$ 323,076	$ 24,357	$ 237,528	73.5%
Mayor and City Council	140,525	140,525	10,441	58,785	41.8%	105,394	75.0%	186,444	186,444	12,242	94,924	50.9%
City Secretary	175,454	183,777	13,852	96,647	52.6%	131,591	75.0%	179,811	178,540	9,504	100,802	56.5%
Municipal Court	98,215	103,477	10,309	67,409	65.1%	73,661	75.0%	112,701	111,868	12,905	80,502	72.0%
Human Resources	125,229	135,211	18,204	90,810	67.2%	93,922	75.0%	132,128	132,129	8,842	81,233	61.5%
Finance	438,148	464,564	32,827	328,408	70.7%	328,611	75.0%	393,017	389,826	37,121	301,896	77.4%
Police	2,660,845	2,988,696	418,488	2,132,306	71.3%	1,995,634	75.0%	2,563,035	2,499,599	255,342	1,647,619	65.9%
Police SRO	178,016	208,698	33,295	132,025	63.3%	133,512	75.0%	156,513	156,513	12,625	124,714	79.7%
Fire	2,208,977	2,492,360	326,261	1,575,228	63.2%	1,656,733	75.0%	2,386,910	2,203,129	157,029	1,258,312	57.1%
Community Development	387,924	412,959	55,135	351,714	85.2%	290,943	75.0%	465,735	438,146	28,466	295,877	67.5%
Senior Citizen Center	38,376	88,376	1,379	12,225	13.8%	28,782	75.0%	63,376	63,376	2,113	33,261	52.5%
Library	275,755	293,925	30,048	182,331	62.0%	206,816	75.0%	305,042	275,895	18,834	186,320	67.5%
Non-Departmental	580,159	580,159	135,796	603,135	104.0%	435,119	75.0%	514,734	564,058	16,724	440,261	78.1%
Total Expenditures	**$ 7,624,096**	**$ 8,414,151**	**$ 1,113,782**	**$ 5,849,946**	**69.5%**	**$ 5,718,072**	**75.0%**	**$ 7,782,522**	**$ 7,522,599**	**$ 596,104**	**$ 4,883,249**	**64.9%**
Total Revenues Over (Under) Exp	**$ (309,441)**	**$ (742,666)**	**$ (671,068)**	**$ 1,465,042**		**$ (232,081)**		**$ (862,944)**	**$ (657,336)**	**$ (220,909)**	**$ 1,484,394**	
Other Financing Sources (Uses):												
Non-cash Transactions:												
Capital lease proceeds												
Capital expenditures												
Transfers In (Out):												
Net Change in Fund Balance	**$ (309,441)**	**$ (742,666)**		**$ 1,465,042**				**$ (862,944)**	**$ (657,336)**			
Total Unassigned Fund Balance - BOY	940,257	2,453,218		2,453,218				1,480,503	1,597,593			
Ending Fund Balance Sept. 30	**$ 630,816**	**$ 1,710,552**		**$ 3,918,260**				**$ 617,559**	**$ 940,257**			
Less: Commitments for Specific Use				-								
Less: Assigned for Specific Use				-				-				
Ending Fund Balance - Unassigned	**$ 630,816**	**$ 1,710,552**		**$ 3,918,260**				**$ 617,559**	**$ 940,257**			
AVERAGE DAILY EXPENDITURES	**20,888**	**23,052**		**16,027**				**21,322**	**20,610**			
NUMBER OF DAYS IN RESERVE	**30**	**74**		**244**				**29**	**46**			
FUND BALANCE AS A % OF EXPENDITURES	**8.3%**	**20.3%**		**67.0%**				**7.94%**	**12.50%**			

STREETS FUND
FOR THE MONTH ENDED JUNE 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

75.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
REVENUES	Original Budget	Amended Budget	Jun-21	Jun-21	% Budget	Jun-21	% Budget	Original Budget	Amended Budget	M-T-D JUN-20	Y-T-D JUN-20	Y-T-D % Budget
Frachise Fees Telephone	$ 36,256	$ 36,256	$ 200	$ 9,758	26.9%	$ 27,192	75.0%	$ 36,622	$ 36,622	$ 5,071	$ 14,612	40%
Frachise Fees Garbage	68,607	68,607	6,813	53,046	77.3%	51,455	75.0%	69,300	69,300	9,083	48,934	71%
Franchise Fees Gas	64,469	64,469	-	56,148	87.1%	48,352	75.0%	65,120	65,120	-	58,348	90%
Franchise Fees Electricity	312,427	312,427	-	234,686	75.1%	234,320	75.0%	315,583	315,583	98,415	247,224	78%
Franchise Fees Cable	53,906	53,906	96,868	20,454	37.9%	40,430	75.0%	54,450	54,450	8,675	26,556	49%
Franchise Fees Water Sew	311,312	311,312	25,943	233,484	75.0%	233,484	75.0%	267,106	267,106	22,258	200,329	75%
Investment Income	6,930	6,930	2	80	1.2%	5,198	75.0%	7,000	7,000	59	2,937	42%
TexDot Connecting Kennedale										-	-	
Misc. Income			303	824						250	845	
Admin Charge - Stormwater	19,995	19,995			0.0%	14,996	75.0%	19,995	19,995			0%
Park Pavilion Rental	3,663	3,663	330	2,425	66.2%	2,747	75.0%	3,700	3,700	(125)	370	10%
Ballfield Rental	50	50	-	50		38	75.0%	50	50			
Sale of Parts/Assets			-	3,840		-						
Transfer In Park Dedication						-						
Transfer In TIF Fund						-						
Transfer In Donation Fund						-						
Total Revenues	**$ 877,615**	**$ 877,615**	**$ 130,459**	**$ 614,795**	**70.1%**	**$ 658,211**	**75.0%**	**$ 838,926**	**$ 838,926**	**$ 143,686**	**$ 600,155**	**72%**
EXPENDITURES												
Street Maintenance	$ 868,448	$ 915,994	$ 77,849	$ 583,833	63.7%	651,336	75.0%	$ 850,176	$ 849,397	$ 75,076	$ 539,697	64%
Park Maintenance	122,920	122,920	4,613	30,715	25.0%	92,190	75.0%	122,920	122,920	10,419	57,369	47%
Capital Projects	24,302	24,302				18,227	75.0%	79,057	79,058			
Total Expenditures	**$ 1,015,670**	**$ 1,063,216**	**$ 82,462**	**$ 614,548**	**60.5%**	**$ 761,753**	**75.0%**	**$ 1,052,153**	**$ 1,051,375**	**$ 85,495**	**$ 597,066**	**57%**
Total Revenues Over (Under) Exp	**$ (138,055)**	**$ (185,601)**	**$ 47,997**	**$ 247**		**$ (103,541)**		**$ (213,227)**	**$ (212,449)**	**$ 58,191**	**$ 3,089**	
Other Funding Sources (Uses):												
Non-Cash Transactions:												
Capital Lease Proceeds	-											
Capital Expenditures	-											
Transfers In (Out):												
Debt Service Payments	-											
Net Change in Fund Balance	**$ (138,055)**	**$ (185,601)**		**$ 247**				**$ (213,227)**	**$ (212,449)**			
Total Unassigned Fund Balance - BOY	341,246	386,644		386,644				345,652	553,695			
Ending Fund Balance Sept. 30	**$ 203,191**	**$ 201,043**		**$ 386,891**				**$ 132,425**	**$ 341,246**			
Less: Commitments for Specific Use				-								
Less: Assigned for Specific Use				-								
Ending Fund Balance - Unassigned	**$ 203,191**	**$ 201,043**		**$ 386,891**				**$ 132,425**	**$ 341,246**			
AVERAGE DAILY EXPENDITURES	**2,226**	**2,362**		**624**				**2,520**	**1,946**			
NUMBER OF DAYS IN RESERVE	**91**	**85**		**620**				**53**	**175**			
FUND BALANCE AS A % OF EXPENDITURES	**20.0%**	**18.9%**		**63.0%**				**12.6%**	**32.5%**			

WATER & SEWER FUND
FOR THE MONTH ENDED JUNE 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

75.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
REVENUES	Original Budget	Amended Budget	Jun-21	Jun-21	% Budget	Jun-21	% Budget	Original Budget	Amended Budget	M-T-D JUN-20	Y-T-D JUN-20	Y-T-D % Budget
Water Service	$ 2,128,290	$ 2,128,290	$ 234,106	$ 1,679,556	78.9%	$ 1,596,217.50	75.0%	$ 1,941,782	$ 1,941,782	$ 259,524	$ 1,564,920	81%
Sewer Service	1,700,194	1,700,194	133,632	1,231,125	72.4%	1,275,146	75.0%	1,669,203	1,669,203	141,961	1,250,144	75%
Sewer Surcharge	2,705	2,705				2,029	75.0%	11,978	11,978	-	1,989	17%
Penalties	13,231	13,231				9,923	75.0%	50,873	14,450	-	9,729	67%
Administrative Fees	3,762	3,762		559	14.9%	2,822	75.0%	15,150	4,500	44	2,767	61%
Water Tap Fees	2,856	2,856	-	4,000	140.1%	2,142	75.0%	5,050	5,050	-	2,100	42%
Meter Purchase / Install	3,645	3,645	4,703	39,222	1076.0%	2,734	75.0%	11,933	11,933	711	2,680	22%
Sewer Tap Fees	1,768	1,768		(425)	-24.0%	1,326	75.0%	5,050	5,050	-	1,300	26%
Engineer Review Fees	6,120	6,120	3,000	23,757	388.2%	4,590	75.0%	6,924	6,924	1,000	4,500	65%
Sanitation Billing Fees	15,507	15,507	1,531	11,858	76.5%	11,630	75.0%	16,798	16,798	3,258	11,403	68%
Other Fees Water / Sewer	1,984	1,984	-	75	3.8%	1,488	75.0%	10,423	10,423	-	1,459	14%
Sales Tax	139	139	12	105	75.5%	104	75.0%	101	101	11	102	101%
Arlington Operator Cost	354,500	354,500	31,380	193,225	54.5%	265,875	75.0%		300,874	49,460	227,276	76%
Investment Income	19,179	19,179	27	868	4.5%	14,384	75.0%	37,814	37,814	254	14,102	37%
Miscellaneous Income	4,911	4,911		165	3.4%	3,683	75.0%	31,718	31,718	160	283	1%
Cash Over/Under						-		-				
Sale of Parts/Assets	1,000	1,000				750	75.0%	1,010	37,750	-	37,737	
Transfer In - Water Impact Fund			-	-		-		152,524	152,525	12,710	114,394	
Transfer In - Sewer Impact Fund						-		60,000	35,000	-	35,000	
Transfer In - Roadway Impact Fund	187,525	187,525	15,627	140,644	75.0%	140,644	75.0%					
Total Revenues	**$ 4,447,316**	**$ 4,447,316**	**$ 424,018**	**$ 3,324,734**	**74.8%**	**$ 3,335,487**	**75.0%**	**$ 4,028,331**	**$ 4,293,873**	**$ 469,093**	**$ 3,281,885**	**76%**
EXPENDITURES												
Utility Billing	$ 1,460,295	$ 1,460,295	$ 8,712	$ 823,099	56.4%	$ 1,095,221.25	75.0%	$ 1,518,390	$ 1,719,049	$ 127,006	$ 1,133,646	66%
Operations	1,375,369	1,377,223	91,088	1,104,805	80.2%	$ 1,031,526.75	75.0%	1,385,154	1,522,435	101,969	1,116,182	73%
Debt Service	358,559	358,559		330,761	92.2%	$ 268,919.25	75.0%	354,505	354,505		320,706	
Capital Projects	600,000	600,000		9,230	1.5%	$ 450,000.00	75.0%	415,000	415,000		105,513	
Non-Departmental	710,477	710,477	57,492	536,630	75.5%	$ 532,857.75	75.0%	677,889	677,889	55,087	505,450	75%
Total Expenditures	**$ 4,504,700**	**$ 4,506,554**	**$ 157,292**	**$ 2,804,525**	**62.2%**	**3,378,525**	**75.0%**	**$ 4,350,938**	**$ 4,688,878**	**$ 284,062**	**$ 3,181,497**	**68%**
Total Revenues Over (Under) Exp	**$ (57,384)**	**$ (59,238)**	**$ 266,726**	**$ 520,209**		**$ (43,038)**		**$ (322,607)**	**$ (395,005)**	**$ 185,031**	**$ 100,388**	
Other Funding Sources (Uses):												
Debt Service - Bond Payments												
Non-Cash Transactions:												
Capital Lease Proceeds												
Capital expenditures												
Net Change in Fund Balance	**$ (57,384)**	**$ (59,238)**		**$ 520,209**				**$ (322,607)**	**$ (395,005)**			
Total Unrestricted Fund Balance - BOY	2,076,297	2,946,002		2,946,002				1,682,545	2,471,302			
Total Fund Balance - EOY	**$ 2,018,913**	**$ 2,886,764**		**$ 3,466,211**		**$ -**		**$ 1,359,938**	**$ 2,076,297**			
Less: Commitments for Specific Use				-		-						
Less: Assigned for Specific Use				-		-		-				
Ending Fund Balance - Unrestricted	**$ 2,018,913**	**$ 2,886,764**		**$ 3,466,211**		**$ -**		**$ 1,359,938**	**$ 2,076,297**			
AVERAGE DAILY EXPENDITURES	**157**	**162**		**(1,425)**				**884**	**1,082**			
NUMBER OF DAYS IN RESERVE	**12,842**	**17,787**		**(2,432)**				**1,539**	**1,919**			
FUND BALANCE AS A % OF EXPENDITURES	**44.8%**	**64.1%**		**123.6%**				**31%**	**44%**			

STORMWATER FUND
FOR THE MONTH ENDED JUNE 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

75.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			FY PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
REVENUES	Original Budget	Amended Budget	Jun-21	Jun-21	% Budget	Jun-21	% Budget	Original Budget	Final Budget	M-T-D JUN-20	Y-T-D JUN-20	Y-T-D % Budget
Penalties	$ 1,200	$ 1,200				$ 900	75.0%	$ 3,200	$ 3,200	$ -	$ 402	12.6%
Grant Revenue								-			-	
Drainage Fees	320,952	320,952	21,793	199,335	62.1%	240,714	75.0%	297,200	265,000	22,077	188,339	71.1%
Investment Income	1,000	1,000	3	131	13.1%	750	75.0%	500	500	30	621	124.2%
Miscellaneous Income								-				
Total Revenues	**$ 323,152**	**$ 323,152**	**$ 21,796**	**$ 199,466**	**61.7%**	**$ 242,364**	**75.0%**	**$ 300,900**	**$ 268,700**	**$ 22,107**	**$ 189,362**	**70%**
EXPENDITURES												
Stormwater Utility	561,929	$ 565,644	$ 17,948	$ 104,640	18.5%	$ 421,447	75.0%	585,316	$ 619,316	$ 5,902	$ 78,493	12.7%
Total Expenditures	**$ 561,929**	**$ 565,644**	**$ 17,948**	**$ 104,640**	**18.6%**	**$ 421,447**	**75.0%**	**$ 585,316**	**$ 619,316**	**$ 5,902**	**$ 78,493**	**13%**
Total Revenues Over (Under) Exp	**$ (238,777)**	**$ (242,492)**	**$ 3,848**	**$ 94,826**		**$ (179,083)**		**$ (284,416)**	**$ (350,616)**	**$ 16,205**	**$ 110,869**	
Other Financing Sources (Uses):												
Capital Grant Contributions	-	-	-	-				-	-	-	-	
Net Change in Fund Balance	**$ (238,777)**	**$ (242,492)**		**$ 94,826**				**$ (284,416)**	**$ (350,616)**			
Total Unrestricted Fund Balance - BOY	(151,838)	287,257		287,257					$ 198,778			
Total Fund Balance - EOY	**$ (390,615)**	**$ 44,765**		**$ 382,083**					**$ (151,838)**			
Less: Commitments for Specific Use	-	-		-		-		-	-			
Ending Fund Balance - Unrestricted	**$ (390,615)**	**$ 44,765**		**$ 382,083**				**$ -**	**$ (151,838)**			

OTHER FUNDS: MONTHLY FINANCIALS
FOR THE MONTH ENDED JUNE 30, 2021

		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	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
	DEBT SERVICE FUND												
2	Debt Service Fund	$ 1,644,815	$ 1,538,873	$ 105,942	$ 573,006	$ 678,948	$ 1,601,232	97%	$ 1,467,911	95%	$ 133,321	$ 573,006	$ 706,327
	OTHER GENERAL FUNDS												
5	Capital Replacement Fund	$ 98,402	$ 180,414	$ (82,012)	$ 150,817	$ 68,805	$ 11,409	12%	$ 138,577	77%	$ (127,168)	$ 150,817	$ 23,649
12	Court Security Fund	2,300	-	2,300	23,864	26,164	1,305	57%	-	0%	1,305	23,864	25,169
16	Court Technology Fund	1,320	875	445	15,886	16,331	1,215	92%	-	0%	1,215	15,886	17,101
18	Juvenile Case Manager Fund	2,150	-	2,150	(10,367)	(8,217)	528	25%	-		528	(10,367)	(9,839)
21	TIF 1 (New Hope Rd) Fund	162,734	-	162,734	(393,825)	(231,091)	178,377	110%	-		178,377	(393,825)	(215,448)
34	Leose Fund	1,740	1,650	90	2,012	2,102	70	4%	-	0%	70	2,012	2,082
83	Tree Reforestation Fund	500	-	500	70,923	71,423	28	6%	-	77%	28	70,923	70,951
		$ 269,146	$ 182,939	$ 86,207	$ (140,690)	$ (54,483)	$ 192,932		$ 138,577		$ 54,355	$ (140,690)	$ (86,335)
	CAPITAL FUNDS												
4	Capital Projects Fund	$ 83,250	$ 103,157	$ (19,907)	$ (58,700)	$ (78,607)	$ 87,101	105%	$ -	0%	$ 87,101	$ (58,700)	$ 28,401
13	Capital Bond Fund	6,008,000	2,991,176	3,016,824	1,187,265	4,204,089	924	0%	40,567	1%	(39,643)	1,187,265	$ 1,147,622
14	Park Dedication Fund	800	170	630	54,885	55,515	212,356	26545%	280	165%	212,076	54,885	$ 266,961
32	Library Building Fund	160	-	160	(2,489)	(2,329)	261	163%	-		261	(2,489)	$ (2,228)
45	Roadway Impact Fee Fund	15,000	197,525	(182,525)	489,910	307,385	340,544	2270%	188,099	95%	152,445	489,910	$ 642,355
61	Water Impact Fee Fund	54,238	-	54,238	(165,667)	(111,429)	165,993	306%	-		165,993	(165,667)	326
62	Sewer Impact Fee Fund	18,505	-	18,505	20,306	38,811	108,821	588%	-		108,821	20,306	129,127
		$ 6,179,953	$ 3,292,028	$ 2,887,925	$ 1,525,510	$ 4,413,435	$ 916,000		$ 228,946		$ 47,458	$ 1,128,565	$ 1,176,023
	EDC 4B FUNDS												
15	EDC 4B Fund	$ 723,940	$ 607,014	$ 116,926	$ 770,219	$ 887,145	$ 560,367	77%	$ 467,779	77%	$ 92,588	$ 770,219	$ 862,807
		$ 723,940	$ 607,014	$ 116,926	$ 770,219	$ 887,145	$ 560,367		$ 467,779		$ 92,588	$ 770,219	$ 862,807
	SPECIAL REVENUE FUNDS												
30	Hotel/Motel Tax Fund	$ 5,050	$ -	$ -	$ 5,927	$ 5,927	$ 5,341		$ -		$ 5,341	$ 5,927	$ 11,268
35	Disaster Recovery Fund	-	-	-	-	-	70		75,706		$ -	$ -	$ -
		5,050	-	-	5,927	5,927	5,411		75,706		5,341		$ 11,268

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.D.5.

SUBJECT
Schedule of Investment Activity for quarter ending June 30, 2021

ORIGINATED BY
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY
In accordance with Public Funds Investment Act (PFIA), investments are reported to the City Council quarterly. The attached report covers the second quarter of FY20–21. Staff will be available to answer questions.

RECOMMENDATION

ATTACHMENTS

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2100 | Fax: 817-478-7169

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.1.

SUBJECT
Authorize staff to execute an agreement with North Central Texas Council of Governments (NCTCOG) for the acceptance of a grant

ORIGINATED BY

SUMMARY
The attached documents would allow staff to accept a grant secured by staff from the North Central Texas Council of Governments (NCTCOG) that would provide 25% of approved costs related to the purchase of a new fire engine.

RECOMMENDATION

ATTACHMENTS

1.	Please_DocuSign_City_of_Kennedale_CFNT_Agree	Please_DocuSign_City_of_Kennedale_CFNT_Agree.pdf

CASH AND INVESTMENT REPORT

As of June 30, 2021

CITY OF KENNEDALE, TEXAS

INVESTMENT REPORT

FOR QUARTER ENDING JUNE 30, 2021

The Quarterly Investment Report provides the City's investment portfolio position as of the report period indicated above. Funds are invested in accordance with the City of Kennedale Investment Policy, as originally adopted on September 13, 2001 and most recently reviewed and adopted in June of 2018.

SUMMARY OF INVESTMENTS FOR THE QUARTER

100% of the City of Kennedale's investments are owned by the Pooled Cash Fund. As of the reporting quarter, 93.88% of the City's investments are in investment pools, and 6.12% are invested in money market savings accounts.

INVESTMENT STRATEGIES

The City's main objectives in managing the portfolio are as follows: suitability, preservation & safety of principal, liquidity, marketability, diversification, and yield.

INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN

Certificates of Deposit (50%), Investment Pools (100%)* , Money Market Mutual Funds (100%)*, Repurchase Agreements (50%)*, Government Obligations (25%), US Treasury & US Agency Callables (25%), US Government Agencies & Instrumentalities (100%), and US Treasury Notes/Bills (100%)

*(no more than 50% in any individual pool, fund, or repurchase agreement)

CASH BREAKDOWN BY FUND						
Fund	**Apr-21**		**May-21**		**Jun-21**	
01- General Fund	$	4,670,289.43	$	4,612,639.73	$	4,027,246.60
02- Debt Service Fund	$	576,708.99	$	586,132.89	$	627,694.52
04- Capital Project Fund	$	162,598.67	$	176,437.23	$	188,358.67
05- Capital Replacement Fund	$	13,886.12	$	257.22	$	(11,842.21)
07- Storm Drainage Utility Fund	$	347,007.86	$	362,767.74	$	364,076.67
10- Water/Sewer Fund	$	2,457,405.37	$	2,588,260.80	$	2,760,599.12
12- Court Security Fund	$	23,981.50	$	24,323.83	$	24,533.83
13-CIP Tax Note	$	2,312,338.76	$	2,304,349.02	$	2,304,371.80
14- Park Dedication Fund	$	272,881.15	$	300,483.45	$	313,686.48
15- Economic Development Fund	$	801,728.13	$	867,373.65	$	920,378.01
16- Court Technology Fund	$	13,218.91	$	13,534.70	$	13,718.33
17- Streets Improvement Fund	$	192,093.51	$	168,928.90	$	220,696.17
18- Juvenile Case Manager Fund	$	7,850.64	$	7,985.57	$	8,034.86
21- TIF #1 New Hope Fund	$	309,410.58	$	309,413.06	$	487,671.06
30- Hotel/Motel Tax Fund	$	18,676.93	$	18,677.08	$	18,677.26
31- Police Seizure	$	662.90	$	662.91	$	662.92
32- Library Building Fund	$	(2,165.29)	$	(2,131.04)	$	(2,099.29)
34- LEOSE Fund	$	3,585.92	$	3,585.95	$	1,885.98
35-Disaster Recovery Fund	$	787.30	$	787.30	$	787.30
41- Park Rec/Other Donation Fund	$	33,187.23	$	33,075.44	$	33,003.15
45- Roadway Impact Fee Fund	$	332,152.69	$	369,356.89	$	383,498.98
61- Water Impact Fee Fund	$	(20,015.13)	$	14,185.87	$	33,386.87
62- Sewer Impact Fee Fund	$	116,703.15	$	141,544.19	$	157,422.67
83- Tree Reforestation Fund	$	71,049.69	$	71,050.26	$	71,050.96
85- Unclaimed Property Fund	$	1,990.24	$	1,990.24	$	1,990.24
95- EDC Reserve Fund	$	125,715.86	$	125,716.87	$	125,718.12
TOTAL ALL FUNDS	**$**	**12,843,731.11**	**$**	**13,101,389.75**	**$**	**13,075,209.07**

WELLS FARGO ACCOUNTS RECONCILIATION														
Bank Account	March 31, 2021 GL Balance	March 31, 2021 Ending Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2021 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 1,049,815.30	$ 1,049,815.30	$ 1,057,468.44	$ (1,109,645.62)		$ 1,151,685.95	$ (917,477.73)		$ 966,129.00	$ (1,277,469.64)		$ 920,505.70	$ 920,505.70	$ -
Payroll Clearing	$ 0.00	$ 0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.00	$ 0.00	$ -
Section 125 Flex	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Health Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Employee Health Benefit Trust	$ 40.53	$ 40.53	$ 17,224.95	$ (17,224.44)	$ 0.51	$ 42,215.10	$ (42,213.81)	$ 1.29	$ 43,716.57	$ (43,715.06)	$ 1.51	$ 43.84	$ 43.84	$ -
TOTAL WELLS FARGO ACCOUNTS	**$ 1,049,855.83**	**$ 1,049,855.83**										**920,549.54**	**920,549.54**	**-**

TEX STAR INVESTMENTS														
Bank Account	March 31, 2021 GL Balance	March 31, 2021 Ending Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2021 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 346,419.25	346,419.25			$ 3.16	$ -	$ -	$ 2.85	$ -	$ -	$ 2.74	$ 346,428.00	$ 346,428.00	$ -
TOTAL TEX STAR ACCOUNTS	**$ 346,419.25**	**$ 346,419.25**										**346,428.00**	**346,428.00**	**-**

TEX POOL INVESTMENTS														
Bank Account	March 31, 2021 GL Balance	March 31, 2021 Ending Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2021 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 11,620,237.68	$ 11,620,237.68	$ 80,069.38	$ -	$ 129.09	$ 45,078.46	$ -	$ 101.39	$ 120,732.76	$ -	$ 126.74	$ 11,866,475.50	$ 11,866,475.50	$ -
TOTAL TEX POOL ACCOUNTS	**$ 11,620,237.68**	**$ 11,620,237.68**										**11,866,475.50**	**11,866,475.50**	**-**

	31-Mar-21	30-Jun-21
TOTAL INVESTMENT POOLS	**$ 11,966,656.93**	**12,212,903.50**

APR %	
Wells Fargo Payroll Clearning	0.04%–0.05%
Wells Fargo Section 125 Flex	0.04%–0.05%

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CLEAN FLEETS NORTH TEXAS 2020 CALL FOR PROJECTS

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient Agreement for Reimbursable Activities with City of Kennedale (DUNS #786273904) for the Clean Fleets North Texas 2020 Call for Projects

PROJECT NUMBER: TRN6671

ASSISTANCE LISTING NAME & NUMBER: National Clean Diesel Funding Assistance Program - 66.039

AGREEMENT PERIOD: Agreement Execution through February 26, 2023

MAXIMUM REIMBURSEMENT: $165,000

FUNDING SOURCE & AWARD AMOUNT: NCTCOG has received an award from the Environmental Protection Agency (EPA) National Clean Diesel Funding Assistance Program to cover program activities:

- Clean Fleets North Texas Project awarded on February 11, 2019 for $4,080,789

FEDERAL AWARD IDENTIFICATION NUMBER: 01F56701

PERIOD OF PERFORMANCE FOR NCTCOG'S AWARD: February 11, 2019 to March 31, 2023

PARTIES:

NCTCOG
North Central Texas Council of Governments
616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

PERFORMING PARTY
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

FUNDING AGENCY
Environmental Protection Agency
1455 Ross Avenue, Suite 1200, 6PD-S
Dallas, Texas 75202-2733

Contacts:

Project Manager:
Amy Hodges
Senior Air Quality Planner
817-704-2508
ahodges@nctcog.org

Agreement Coordinator:
James Brown
Fire Chief
817-985-2151
jbrown@cityofkennedale.com

Project Officer:
Terrie Wright
214-665-8453

North Central Texas Council of Governments
CLEAN FLEETS NORTH TEXAS 2020 CALL FOR PROJECTS

ARTICLE 1. PARTIES

1.1 Parties. This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and City of Kennedale, hereinafter referred to as the "PERFORMING PARTY". NCTCOG and the PERFORMING PARTY may each be referred to as a "Party" and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. TERMS OF AGREEMENT

2.1 Scope of Work. The PERFORMING PARTY covenants and represents to NCTCOG that the PERFORMING PARTY will implement or perform activities as provided for in the **Scope of Work** (Appendix A) hereinafter referred to as the **"SCOPE"**. **Tasks**, as defined in the SCOPE, refer to a set of actions the PERFORMING PARTY must accomplish for each Scope Activity. **Scope Activities**, as defined in the SCOPE, relate to the individual equipment, vehicles, engines and/or technologies that were identified in the PERFORMING PARTY'S Application and approved for implementation. A unique identifier, the "**Scope Activity Number**", will be used for requesting reimbursements.

2.2 Scope of Work Changes. Changes to the SCOPE must be agreed to by both parties, in writing.

2.3 Scope Activities. PERFORMING PARTY shall complete Scope Activities in accordance with the Clean Fleets North Texas 2020 Call for Projects Guidelines and as listed in the SCOPE, except as otherwise identified in this Agreement.

2.4 Activity Life. The PERFORMING PARTY will own, and/or lease, and operate the grant funded equipment, vehicles, engines and/or technologies for the duration of NCTCOG approved Activity Life as identified in the SCOPE, unless otherwise approved in writing by NCTCOG.

2.5 Geographic Location. The PERFORMING PARTY will own and operate the grant funded equipment, vehicles, engines, and/or technologies for the duration of the NCTCOG approved Activity Life for each funded activity as identified in the SCOPE. PERFORMING PARTY agrees that equipment, vehicles, engines, and/or technologies purchased under this Agreement must be operated predominantly within the North Texas counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant, or Wise. Predominantly shall be defined as used fifty-one percent within the aforementioned counties.

2.6 Compliance. All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other Federal, State, and local law. The PERFORMING PARTY agrees that all Scope Activities funded under the Agreement must be operated and maintained in accordance with federal, state, and local law and, if applicable, the PERFORMING PARTY's Clean Fleet Policy, consistent with the Regional Transportation Council's Clean Fleet Policy as adopted in December 2014.

2.7 Emission Reductions. The PERFORMING PARTY agrees that emissions reductions provided by each Scope Activity shall be used by NCTCOG to meet air quality requirements and goals. The PERFORMING PARTY may not utilize emissions reductions to satisfy other air quality commitments.

2.8 Security/Lienholder Interest. For any vehicle acquired by PERFORMING PARTY under this Agreement, PERFORMING PARTY shall, as a condition of reimbursement by NCTCOG, cause NCTCOG to be listed as the first lienholder on applicable vehicle title(s) and deliver the original title(s) to NCTCOG. NCTCOG shall release the lien and return title(s) to PERFORMING PARTY upon expiration of all federal interest in the vehicle(s), as detailed in Article 4.2. If the PERFORMING PARTY under this Agreement is purchasing non-road equipment, the PERFORMING PARTY authorizes NCTCOG to file a Uniform Commercial Code-1 (UCC-1) financing statement evidencing this lien. PERFORMING PARTY shall draft and file said financing statement to the satisfaction of NCTCOG. Upon the filing of UCC-1 financing statements in the appropriate filing offices, NCTCOG will have a first priority perfected security interest.

2.9 Time of Performance. The PERFORMING PARTY shall commence performance of the SCOPE after all parties have executed the agreement. All Scope Activities should be completed no later than the completion deadline referenced in the SCOPE. This Agreement shall terminate upon completion of all Scope Activities, or by an act as identified in Section 2.10. Certain rights and obligations identified in this Agreement shall survive termination of this Agreement.

2.10 Termination. Either party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for eligible expenses completed before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement. NCTCOG will render payment upon the completion of reporting requirements. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 3. AMENDMENTS

3.1 Agreement. This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

3.2 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

3.3 Changed Circumstances. If future federal, state, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

3.4 Modifications. Modifications to this Agreement must be reviewed by all parties and agreed to in writing.

ARTICLE 4. PROCUREMENT AND PROPERTY MANAGEMENT

4.1 Procurement Standards. The PERFORMING PARTY agrees that its standards of procurement shall be in accordance with 2 CFR 200.317-.327 and applicable state regulations. The PERFORMING PARTY shall not proceed with procurement for any vehicle or equipment under this agreement until NCTCOG has provided written preapproval. If the PERFORMING PARTY fails to meet these requirements NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, the PERFORMING PARTY agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, NCTCOG's funding partners, or its agents.

4.2 Equipment Use, Management, and Disposition. PERFORMING PARTY agrees the equipment acquired under this Agreement will be subject to the use and management and disposition regulations at 2 CFR 200.313, as applicable. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and acquisition cost and/or current market value of $5,000 or more per unit. Certified or verified equipment, vehicles, engines, and/or technologies are considered to be equipment to the extent they fall within this definition.

The PERFORMING PARTY agrees to utilize equipment funded through this Agreement for the purposes outlined in the SCOPE and consistent with the goals and objectives of the Clean Fleets North Texas 2020 Call for Projects Guidelines during the Activity Life defined in the SCOPE, and until all federal interest in the equipment is fulfilled, which typically occurs when the fair market value of the equipment falls below $5,000.Thus, NCTCOG encourages the PERFORMING PARTY to continue to utilize equipment acquired through this Agreement for the purposes outlined in the SCOPE and consistent with the goals and objectives of the Clean Fleets North Texas 2020 Call for Projects Guidelines Project beyond the Activity Life. At the end of the Activity Life, or upon transfer of ownership, the PERFORMING PARTY shall submit to NCTCOG a written certification of the disposition of equipment funded through this Agreement. The certification shall describe the continued use and condition of the equipment, fair market value, remaining useful life, and any actual or anticipated improvements that may increase the value of the equipment.

NCTCOG, at its sole discretion, shall determine if the equipment retains any value to NCTCOG or NCTCOG's Funding Agency at the end of the Activity Life, consistent with 2 CFR 200. If, at the end of the Activity Life, the equipment retains no value to NCTCOG or NCTCOG's Funding Agency, the PERFORMING PARTY shall have no further obligation to NCTCOG with respect to the equipment.

If, at the end of the Activity Life, the equipment retains value to NCTCOG or NCTCOG's Funding Agency, and the equipment is no longer used for the purposes outlined in the SCOPE, the PERFORMING PARTY may sell and use proceeds to replace like for like. If a like for like replacement is not acquired the PERFORMING PARTY may be required to return a portion of funding received under this Agreement to NCTCOG, consistent with 2 CFR 200.

The PERFORMING PARTY agrees to provide NCTCOG reasonable information concerning the use and condition of the equipment upon request.

4.3 Program Income. If program income is generated during the course of the project, program income requirements apply in accordance with 2 CFR 200. Program income is defined a gross income received by the subrecipient directly generated by a grant supported activity or earned only as a result of the grant agreement during the grant period. “During the grant period” is the time between the effective date of the award and the termination date of the award. Program income must be identified upon request for reimbursement. This includes but is not limited to scrap value received for sale of a destroyed equipment, vehicle, and/or engine. Program income earned during the grant period will be used to meet match/cost-share requirements to NCTCOG’s funding agency. PERFORMING PARTY shall keep adequate documentation to support transactions which generate program income.

ARTICLE 5. FUNDING & BUDGET

5.1 Award Amount. The total anticipated project cost is **six hundred sixty thousand dollars ($660,000)**. NCTCOG will reimburse PERFORMING PARTY’s eligible costs of implementing Task(s) as outlined in the SCOPE under the conditions in this Agreement not to exceed the maximum Award Amount of **one hundred sixty five thousand dollars ($165,000)**. The actual amount of reimbursement may be less than the maximum Award Amount and will be determined under the conditions of this Agreement. Eligible costs incurred by the PERFORMING PARTY that are not reimbursed through payment of the funding award shall be recorded as mandatory cost share or local match contribution to the project by the PERFORMING PARTY.

5.2 Indirect Costs. The PERFORMING PARTY’S eligible indirect cost rate under this agreement is 0%.

ARTICLE 6. PAYMENTS

6.1 Payment. Reimbursement shall be made only upon completion of a Task or SCOPE Activity. A cost may not be considered incurred, and eligible for reimbursement, until the product or service has been received, accepted, and paid for by the PERFORMING PARTY. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG. Costs incurred prior to execution of this Agreement may not be eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, other than grant funds received by NCTCOG from NCTCOG funding agency for the purposes of reimbursement under this Agreement.

6.2 Reimbursement. All reimbursement requests prepared by the PERFORMING PARTY shall be submitted by the deadlines outlined in the SCOPE to NCTCOG at TRGrants@nctcog.org. Requests for Reimbursement shall include PERFORMING PARTY invoice on letterhead, signatory or submittal by a certifying official as detailed in Article 6.3, proof of payment, applicable receipts, and other supporting documentation that identifies the incremental cost of capital purchases identified in the SCOPE and shall detail the portion of cost to be reimbursed by NCTCOG and the portion of cost credited as local match. PERFORMING PARTY must also submit proof of delivery before payment can be approved. A *Request for Reimbursement Form* shall be accompanied by an *Activity Information Form*. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the PERFORMING PARTY fails to submit necessary reports or provide other information requested by NCTCOG under the terms of this Agreement.

Forms required for reimbursement are available online and can be downloaded from NCTCOG website at www.nctcog.org/aqfunding**.** A hard copy is available at the request of the PERFORMING PARTY.

6.3 As detailed in Article 6.2, The PERFORMING PARTY is required to provide signed invoices. In lieu of documenting certifications on each invoice, the individual noted below has the authority, on behalf of the PERFORMING PARTY, to make such certifications and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs documented on the invoice are accurate and eligible, and all subrecipients and contractors have been fully paid.

Any invoices received by NCTCOG without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official Name: James Brown
Certifying Official Title: Fire Chief

6.4 **Eligible Expenses.** NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by NCTCOG in its sole discretion as eligible costs necessary for the purchase of equipment, vehicle, and/or engine as identified in the SCOPE and cost principles established in 2 CFR Part 200. Costs incurred prior to execution of the agreement are not eligible for reimbursement.

6.5 **Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by NCTCOG dedicated for the purpose of this Agreement.

6.6 **Balance of Funds.** If actual costs are lower than expected and the full Award Amount is not fully utilized, the PERFORMING PARTY may request approval from NCTCOG to use the balance of the Award Amount in a manner consistent with the SCOPE and all requirements of this Agreement, including cost share. If this situation arises, the PERFORMING PARTY will notify NCTCOG Project Manager and request approval as quickly as possible to ensure timely implementation.

6.7 **Return of Funds.** The PERFORMING PARTY agrees to return funds received from NCTCOG for reimbursement of Scope Activities where the PERFORMING PARTY has failed to comply with the requirements set forth in this Agreement, including but not limited to 1) failure to achieve projected emissions reductions as determined by NCTCOG, 2) failure to comply with vehicle disposition requirements, 3) failure to comply with reporting requirements as identified in the SCOPE, and 4) failure to maintain operation and possession of the grant-funded equipment, vehicles, engines, and/or technology through the duration of the Activity Life, as identified in the SCOPE, and until all federal interest is fulfilled.

ARTICLE 7. RIGHTS

7.1 Authority. The PERFORMING PARTY shall have no authority to act for or on behalf of NCTCOG except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The PERFORMING PARTY may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of NCTCOG.

7.2 Assignment. Without the prior written consent of NCTCOG, the PERFORMING PARTY may not transfer or assign any rights or duties under or any interest in this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Property Insurance. The PERFORMING PARTY must maintain sufficient property insurance for the repair or replacement of any Scope Activity for the Activity Life as defined in the SCOPE, unless otherwise expressly agreed upon in writing by NCTCOG.

8.2 Insurance Claims. Any insurance proceeds received by or on behalf of the PERFORMING PARTY under an insurance policy due to the damage or destruction of equipment, vehicles, engines and/or technologies funded under this Agreement must be utilized to repair or acquire an equivalent or better low emissions engine/technology or be paid to NCTCOG.

8.3 Indemnification. To the extent authorized by law, the PERFORMING PARTY shall indemnify, save and hold NCTCOG/Regional Transportation Council (RTC), its officials, officers, and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the PERFORMING PARTY, its employees, volunteers, subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement.

8.4 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.

8.5 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

8.6 Disputes and Remedies. The PERFORMING PARTY and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

8.7 Public Comment Process. As applicable, public meeting and public hearing notices regarding this project shall be provided to NCTCOG within five (5) days of publication. Meeting minutes, summaries of communication, and copies of written responses to public comments and questions shall be transmitted to NCTCOG Staff Contact person as identified on the Agreement cover sheet within thirty (30) days following the meeting.

8.8 Notice. All notices regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, as applicable, with a copy provided to NCTCOG Project Manager, Staff Contact, and Agreement Administrator; and PERFORMING PARTY'S Agreement Coordinator identified on the Agreement cover sheet. Statements made or documentation provided through electronic mail can be deemed as official notices.

NCTCOG

Mailing Address:
Michael Morris, P.E.,
Director of Transportation
Transportation Department
616 Six Flags Drive
Arlington, Texas 76011
Telephone No.: (817) 695-9240
Facsimile No.: (817) 640-3028

Physical Address:
Michael Morris, P.E.,
Director of Transportation
Transportation Department
616 Six Flags Drive
Arlington, Texas 76011

PERFORMING PARTY

Mailing Address:
City of Kennedale
James Brown
405 Municipal Drive
Kennedale, TX 76060

Physical Address:
City of Kennedale
James Brown
405 Municipal Drive
Kennedale, TX 76060

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

9.1 Maintenance. The PERFORMING PARTY shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

9.2 Retention. All records must be maintained for a minimum of three (3) years following the expiration of the Activity Life as described in the SCOPE. In the event that any litigation or claim is still pending upon the expiration of the Activity Life, these records shall be retained until resolution of the litigation or claim. NCTCOG, NCTCOG funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 10. AUDITS AND EVALUATIONS

10.1 Submission of Audits. As applicable, The PERFORMING PARTY shall provide NCTCOG, for its review, a copy of any audit received as a result of PERFORMING PARTY policy or audits of federal and state governments relating to the expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to NCTCOG within thirty (30) days of receipt of each issued report.

10.2 Single Audit Act. As applicable, the PERFORMING PARTY shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-federal entity that expends $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year.

10.3 Financial Records. The PERFORMING PARTY understands that acceptance of funds under this Agreement acts as acceptance of the authority of NCTCOG, NCTCOG funding agency, or their designees to conduct an audit or investigation in connection with those funds. The PERFORMING PARTY further agrees to cooperate fully with NCTCOG, NCTCOG funding agency, or their designees in the performance of an audit or investigation, including providing access to conduct financial and program monitoring of funding awarded to the PERFORMING PARTY under this Agreement and to perform an audit of related records that may encompass an examination of financial transactions, accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

10.4 Subcontractors. The PERFORMING PARTY will ensure that the aforementioned clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING PARTY and the requirement to cooperate is included in any subcontract it awards under this Agreement. The PERFORMING PARTY will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records including bank statements.

10.5 Capital Assets and Usage Records. The PERFORMING PARTY shall authorize NCTCOG, NCTCOG funding agency, or their designees to inspect, with or without notice, equipment, vehicles, engines and/or technologies purchased by the PERFORMING PARTY with funds provided for under this Agreement.

10.6 Acceptable Verification. Upon request, the PERFORMING PARTY agrees to provide NCTCOG sufficient verification that the operation commitment identified in the SCOPE is taking place in one or more eligible counties listed in Section 2.5. Sufficient verification will be determined by NCTCOG, in its sole discretion. Examples of acceptable verification include sworn affidavits from the PERFORMING PARTY, data from global positioning system, or similar devices, or other reliable information sources.

ARTICLE 11. REPRESENTATIONS

11.1 Alteration of Original Application. The information and data provided in the original application submitted by the PERFORMING PARTY may have been altered after original submittal to NCTCOG to ensure that the information and calculations in the application are accurate. The PERFORMING PARTY hereby ratifies, adopts, and agrees to all representations in the Approved Application and deliverables it has provided to NCTCOG during the proposal process and agrees to give prompt written notice to NCTCOG if there is any material change in these certifications or deliverables.

11.2 Legal Mandate. The PERFORMING PARTY represents that the tasks funded under this Agreement are not required by any state or federal law, rule, regulation, memorandum of agreement, or other legally binding document.

11.3 Vehicle Markers. The PERFORMING PARTY agrees to place a label or sticker on funded equipment, vehicles, engines and/or technologies upon request by NCTCOG identifying it as part of an NCTCOG award and/or utilizing an alternative fuel or advanced technology.

ARTICLE 12. REPORTS

12.1 Project Reporting. The PERFORMING PARTY shall provide NCTCOG with all reports detailed in the SCOPE, including information pertaining to the project and activity usage as identified in SCOPE.

12.2 Annual Asset Management Report. An Annual Asset Management Report must be submitted each year until all Property Management requirements, as detailed in Article 4.2, have been fulfilled. In the event the PERFORMING PARTY fails to complete necessary Annual Asset Management Reporting requirements a portion of awarded grant funds may have to be returned to NCTCOG.

12.3 Installation of Automatic Vehicle Locator Service. The PERFORMING PARTY shall allow for installation of an automatic vehicle locator service (AVLS) device, from a vendor procured by NCTCOG**,** on all vehicles or equipment funded under this Agreement to facilitate the required usage reporting. The AVLS device will track operating characteristics of the vehicle, including but not limited to, total mileage, mileage driven, hours driven, creeping and stationary idle engine hours, vehicle speed, and idle percentage within each of the ten ozone nonattainment counties as well as outside of the nonattainment area. Signature of this Agreement and Request for Reimbursement is the PERFORMING PARTY'S acknowledgement that data collected and compiled through an AVLS device shall be public record to the extent provided by the Texas Open Records Act and the Freedom of Information Act and shall be available to the public as provided therein. Additionally, NCTCOG may be required to use the data collected through an AVLS device to prepare reports which may be published by NCTCOG.

The PERFORMING PARTY shall not disable, damage, and/or render inoperable a grant funded AVLS device. The PERFORMING PARTY shall notify NCTCOG within forty-eight (48) hours if the AVLS device has malfunctioned or been damaged so that repair can be scheduled.

ARTICLE 13. ASSURANCES

13.1 Equal Employment Opportunity. The PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. The PERFORMING PARTY shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13.2 Nondiscrimination on the Basis of Disability. The PERFORMING PARTY agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The PERFORMING PARTY shall insure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR, Part 27 and any amendments thereto.

13.3. **Noncollusion.** The PERFORMING PARTY warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the PERFORMING PARTY breaches or violates this warranty, NCTCOG shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

13.4 **Gratuities.** Any person doing business with or who, reasonably speaking, may do business with NCTCOG under this Agreement may, not make any offer of benefits, gifts or favors to employees of NCTCOG. Failure on the part of the PERFORMING PARTY to adhere to this policy may result in termination of this Agreement.

13.5 **Debarment/Suspension.** The PERFORMING PARTY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The PERFORMING PARTY and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix B of this agreement.

13.6 **Restrictions on Lobbying**. The PERFORMING PARTY and PERFORMING PARTY'S subrecipients are prohibited from using monies for lobbying purposes; the PERFORMING PARTY shall comply with the special provision "Lobbying Certification and Disclosure of Lobbying Activities," which is included as Appendix C of this Agreement. The PERFORMING PARTY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by PERFORMING PARTY'S subrecipients and included in PERFORMING PARTY'S subrecipients' contracts, as applicable.

PERFORMING PARTY agrees to comply with the Title 40 CFR Part 34, *New Restrictions on Lobbying.* In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

13.7 **Disadvantaged Business Enterprises (DBE).** NCTCOG encourages the PERFORMING PARTY to take all necessary affirmative steps to assure that Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Historically Underutilized Business (HUB), Small Business Enterprise (SBE), and Labor Surplus Area Firms (LSAF) are used when possible. The PERFORMING PARTY must report and provide DBE certificates for any DBE receiving funding under this Agreement using the template provided in Appendix D. NCTCOG suggests that the PERFORMING PARTY comply by taking the following affirmative steps:

13.7.1 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

13.7.2 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

13.7.3 Requiring any PERFORMING PARTY Contractors to take the affirmative steps listed in this Article.

13.8 Compliance with Regulations. During the performance of this Agreement, the PERFORMING PARTY, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.

13.9 Drug Free Workplace. The PERFORMING PARTY must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230.

13.10 Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13.11 Substitution of Subcontractors. NCTCOG must be notified of all substitutions of subcontracts.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Normal Fleet Attrition. The PERFORMING PARTY understands that funds under this Agreement cannot be used for emission reductions that result from vehicle/equipment replacements/repowers that would have occurred within three years of the project start date through normal attrition/fleet turnover. Normal attrition/fleet turnover is typically defined by the equipment, vehicle, engine, or fleet owner’s budget plan, operating plan, standard procedures, or retirement schedule. Supporting evidence must be provided to NCTCOG to verify that replacement/repower projects would not have occurred without grant funding awarded under this Agreement.

14.2 Fleet Expansion. The PERFORMING PARTY understands that funds under this Agreement cannot be used for the purchase of vehicles or equipment to expand a fleet. The PERFORMING PARTY agrees that:

14.2.1 Function. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced.

14.2.2 Type. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating (GVWR) or horsepower as the vehicle, engine, or equipment being replaced, as detailed in the SCOPE.

14.3 False Claim. The PERFORMING PARTY must promptly refer to the EPA’s Inspector General any credible evidence that a principal, employee, agent, subgrantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or subgrants awarded by the grantee.

14.4 Trafficking Victim Protection Act of 2000. The PERFORMING PARTY, PERFORMING PARTY’S employees, PERFORMING PARTY’S subrecipients, and

PERFORMING PARTY'S subrecipients' employees under this Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award of subawards under the award.

14.5 Recycled Paper. The PERFORMING PARTY agrees that:

14.5.1 Resource Conservation and Recovery Act. Preference shall be given in procurement programs to the purchase of recycled products pursuant to the EPA guidelines as established in 40 CFR 247.

14.5.2 Reporting. In accordance with EPA Order 1000.25 and Executive Order 13423 dated January 24, 2007 and/or Title 40 CFR 30.16, recycled paper and double-sided printing shall be used for all reports that are prepared as a part of this Agreement.

14.6 Federal Award Requirements. During the performance of this Agreement, the PERFORMING PARTY, shall comply with the following federal award requirements.

14.6.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), which prohibits discrimination on the basis of race, color, and national origin.

14.6.2 Federal Funding Accountability and Transparency Act Requirements.

A**.** As a recipient of funds under this agreement the PERFORMING PARTY agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR 170, including Appendix A. This agreement is subject to the following award terms:

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. PERFORMING PARTY agrees that it shall:

1. Obtain and provide to NCTCOG a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to NCTCOG a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

C. Report total compensation and names of its top five (5) executives to the State if:

1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

14.6.3 Hotel-Motel Fire Safety. Pursuant to 15 USC 2225a, the PERFORMING PARTY agrees to ensure that all space for conferences, meetings, trainings funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel fire Safety Act (PL 101-391, as amended).

14.7 **Internal Compliance Program**. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: https://www.nctcog.org/agency-administration/compliance-portal. Additional information regarding the Internal Compliance Program is available at the previous web address.

14.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The PERFORMING PARTY agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. The PERFORMING PARTY shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification" which is included as Appendix G of this Agreement. The PERFORMING PARTY shall pass these requirements down to any of its contractors funded under this Agreement. The PERFORMING PARTY shall notify NCTCOG if the PERFORMING PARTY cannot comply with the prohibition during the performance of this Agreement.

14.9 **Domestic Preference.** As appropriate and to the extent consistent with law, the PERFORMING PARTY should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDICES

The following appendices are attached and made part of this Agreement.

Appendix A Scope of Work and Approved Application Summary
Appendix B Lower Tier Participant Debarment Certification
Appendix C Lobbying Certification and Disclosure of Lobbying Activities
Appendix D Utilization of Small, Minority and Women's Business Enterprises Reporting Form
Appendix E Required Contract Provisions 2 CFR 200
Appendix F Prohibited Telecommunications and Video Surveillance Services or Equipment Certification

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland Executive Director	Date

CITY OF KENNEDALE

Leslie E. Galloway Interim City Manager	Date

APPENDIX A
SCOPE OF WORK

Clean Fleets North Texas 2020 Call for Projects

APPENDIX A
SCOPE OF WORK

The City of Kennedale will replace one fire truck with one fire truck with engine of model year 2018 or newer.

The Scope of Work (Scope) contains information on the activities to be conducted and the expenses that will be reimbursed under the Agreement for the City of Kennedale, hereinafter referred to as the **PERFORMING PARTY**. Each activity to be accomplished with the grant award is outlined in the "Approved Application Summary" table.

The application has been assigned the following Project Number, and each activity has been assigned an Activity Number, both of which shall be used when tracking and reporting to the North Central Texas Council of Governments (NCTCOG).

Project Number: TRN6671

Approved Application Summary

Activity Number	Vehicle/ Equipment Class or GVWR*	Old Engine Year	Old Engine Emissions Standard (grams NO_X/bhp-hr)	New Engine Emissions Standard Must be Less Than or Equal to (grams NO_X/bhp-hr)	Annual Miles Traveled	Maximum Award Amount	Percent Funded	Estimated Cost	Estimated Local Match
1	Class 8	2001	4	0.2	3,500	$165,000	25%	$660,000	$495,000
Total								$660,000	$495,000

*Gross Vehicle Weight Rating

TASK 1 – Procurement of New Vehicles/Equipment

PERFORMING PARTY must have operated the vehicles/equipment to be replaced primarily within the ten-county Dallas-Fort Worth ozone nonattainment area, which is described under Task 3. The new vehicles/equipment must be in service by February 26, 2023, and the new engine must be Environmental Protection Agency (EPA) or California Air Resources Board (CARB) certified for model year 2018 or later. Grant funding cannot exceed:

- 25 percent of the incremental cost of the new vehicle/equipment powered by a diesel or alternative fueled engine (including hybrids) certified to meet the current EPA emissions standards of 0.2 grams of nitrogen oxides (NO_X) per brake horsepower - hour.
- 35 percent of the incremental cost of the new vehicle/equipment if powered by an engine certified to meet CARB Optional Low-NO_X Standards (more information is available at https://www.arb.ca.gov/msprog/onroad/optionnox/optionnox.htm).
- 45 percent of the incremental cost of the new vehicle/equipment if powered by an electric motor or electric power source.

The replacement (new) vehicle/equipment must perform the same function and have a similar gross vehicle weight rating as the vehicle/equipment being replaced. For equipment, horsepower increases of more than 25 percent will require specific approval prior to purchase. For vehicles, the gross vehicle weight rating must stay within 10 percent of the engine's intended service class and any exceptions will require specific approval prior to purchase.

TASK 2 – Destroy or Render Permanently Inoperable Old Engines and Vehicles/Equipment

PERFORMING PARTY must scrap the old vehicle/equipment and/or engines and dispose of them in an environmentally responsible manner in accordance with local disposal laws. Scrappage is defined as a permanently disabling the engine and/or vehicle/equipment so it is no longer suitable for use. Vehicles/Equipment being replaced must be scrapped before reimbursement for the new vehicle/equipment will be issued. This includes drilling a three-inch hole in the engine block, cutting completely through the frame/rails on each side of the vehicle /equipment at a point located between the front and rear axles, and recycling salvageable materials by sending retired asset to a scrappage or remanufacturing facility. Scrappage facilities must be current on all applicable permits required by the Texas Commission on Environmental Quality (TCEQ). While NCTCOG does not endorse nor recommend any particular facilities, the TCEQ maintains a list of dismantler and recycler facilities that participate in the AirCheckTexas Drive a Clean Machine program at https://www.tceq.texas.gov/airquality/mobilesource/vim/dismantlers.html. This list may be a useful reference for locating facilities who can ensure compliance with this grant program's requirements. Any remanufacturing facility must be operated or authorized by the original engine manufacturer to remanufacture the engine. The process includes removing all parts and using the old block to build a remanufactured engine with a new serial number. Alternative disabling methods and associated documentation must be approved by NCTCOG in advance on a case by case basis.

NCTCOG requires that project documentation be submitted for review before proceeding with disposition of vehicle(s)/equipment. NCTCOG will notify **PERFORMING PARTY** of approval of the submitted project documentation, and if disposition should proceed. **PERFORMING PARTY** must proceed with destruction of each old vehicle/equipment within 45 days of receiving preliminary reimbursement approval from NCTCOG. NCTCOG staff must be present to witness the destruction and will schedule the destruction in consultation with **PERFORMING PARTY.** NCTCOG will take the required photos of the disabled engine/chassis and verify the completed Vehicle/Equipment and Engine Disposition Form(s). Documentation of disposition, including before and after photographs, will be required for reimbursement. All forms are available through www.nctcog.org/aqfunding under "Agreements & Forms".

TASK 3 – Operation

PERFORMING PARTY will own and operate each grant-funded vehicle/equipment acquired under Task 1 for at least six years from the date placed into service. **PERFORMING PARTY** will ensure each grant-funded vehicle/equipment operates predominantly within the Dallas-Fort Worth (DFW) Nonattainment Area, which includes the area below.

Area	Counties Included
Dallas-Fort Worth Nonattainment Area	Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise

At NCTCOG's discretion, **PERFORMING PARTY** must allow NCTCOG to arrange for an Automated Vehicle Locator System (AVLS) to be installed on all grant-funded vehicles/equipment to facilitate grant monitoring. **PERFORMING PARTY** must not tamper with this device and must keep it in working order to the extent its function is within **PERFORMING PARTY'S** control. **PERFORMING PARTY** must notify NCTCOG as soon as practicable in the event the AVLS is nonoperational or not working properly.

Beyond the minimum six year operational requirement, **PERFORMING PARTY** must maintain grant-funded vehicle/equipment in accordance with federal property management requirements. This means that **PERFORMING PARTY** must maintain grant-funded vehicles/equipment in good working order and operate them in a manner consistent with the grant until the fair market value is $5,000 dollars or less, or as long as needed, whether or not the program or project continues to be supported by the Federal award. Prior to transfer of ownership, the grant recipient must contact NCTCOG for further instructions regarding disposition. Grant recipients will be allowed to either use grant-funded vehicles/equipment as a trade-in or sell the property and use proceeds to offset the cost of replacement property. Vehicles/Equipment may not be sold, scrapped or otherwise disposed of until written approval is received from NCTCOG. Sale, scrap or other disposal without NCTCOG approval, or when fair market value exceeds $5,000, could result in a partial return of grant funding.

TASK 4 – Reimbursement and Reporting

PERFORMING PARTY will complete all reporting and reimbursement requirements as set forth in the grant Agreement and Scope. Specific reporting requirements and their frequencies are detailed below.

Project Status Report

A Project Status Report detailing progress toward project completion must be submitted on a monthly basis until final reimbursement is issued. A template form is available at www.nctcog.org/aqfunding under “Agreements & Forms”.

Request for Reimbursement

With each Request for Reimbursement, **PERFORMING PARTY** must submit supporting documentation to demonstrate fulfillment of project requirements and provide adequate technical detail for NCTCOG to maintain required asset inventories and calculate air quality benefits. A checklist of required documentation is available at www.nctcog.org/aqfunding under “Agreements & Forms”.

Documentation required to receive reimbursement must include any revenue received from vehicle/equipment destruction (e.g., auction value of scrap metal). In accordance with Article 4.3 of the Agreement, revenue received from disposition will be treated as program income, which will be recorded as part of the applicant’s required cost share. At the time of reimbursement, **PERFORMING PARTY** must either sell/transfer the destroyed vehicle/equipment to a scrap facility and include documentation of any revenue received as part of the final request for reimbursement, or else retain scrapped equipment for internal use (e.g. to be used for non-emissions-related parts) until the end of the Period of Performance for NCTCOG’s award.

The final Request for Reimbursement is due to NCTCOG no later than February 26, 2023.

Annual Asset Management Report

An Annual Asset Management Report must be submitted each year until property management requirements are fulfilled. Required reporting may include, but is not limited to, documentation of hours/mileage, location/area of operation and condition. This report will also ensure compliance with 2 CFR 200.313. Reporting will be completed online through the NCTCOG web site www.nctcog.org/aqfunding under “Usage Reporting”, or through another format determined by NCTCOG. If appropriate, a username and password will be provided prior to the end of the first reporting period.

Schedule

Task	Date
Project Status Report	Due by the fifth day of each month following the month of project activity, until final reimbursement is issued.
Project Completion Deadline	February 26, 2023
Final Request for Reimbursement	February 26, 2023
Asset Management Report	Annually Based on Date in Service until Property Management Requirements are fulfilled.

APPENDIX B

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

APPENDIX B
CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than $25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than $25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix B.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is $25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

APPENDIX B.1
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

Leslie Galloway
____, being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

____, nor its principals
(Name of lower tier participant)
are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

____
Signature of Certifying Official

____
Title

____
Date of Certification

Form 1734
Rev.10-91
TPFS

APPENDIX C

LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

APPENDIX C
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
Signature

____
Title

____
Agency

____
Date

TxD0T
1-91
TPFS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See instructions for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material charge For Material Change Only: year_____ quarter__________ date of last report__________

4. Name and Address of Reporting Entity: ☐ Prime ☐ Tier _____ *if known* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department Agency:	7. Federal Program Name/Description: CFDA Number if applicable:_____________
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary

11. Amount of Payment *(check all that apply):* $_____________________________ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:__________________________
12. Form of payment (check all that apply): ☐ a. cash ☐ b. in-kind specify: nature______________________ value______________________	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:____ Print Name:____ Title:____ Telephone:________________________ Date:______________
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
2. **Identify the status of the covered Federal action.**
3. **Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**
4. **Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**
5. **If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**
6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
7. **Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.**
8. **Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."**
9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**
10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 40 to influence the covered Federal action.**

    (b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**
12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**
13. **Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.**
14. **Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.**
15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**
16. **The certifying official shall sign and date the form, print his/her name, title, and the telephone number.**

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity:____ **Page**______ **of**______

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Standard Form - LLL-A

APPENDIX D

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES REPORTING FORM

APPENDIX D
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES
REPORTING FORM

Complete one reporting form per vendor if Performing Party's vendor is a Certified Minority Business Enterprise/Women Business Enterprise (MBE/WBE)

1. Your organization/company's name: ____

2. Is your organization/company a Certified Minority Business/Women Business Enterprise (MBE/WBE)?

   Yes ____No ____. If yes, what type of business enterprise: Minority _____ Women _____

   Attach MBE/WBE Certification

3. Your vendor's name and address: ____

   ____

4. Date and value of procurement: ____

5. Type of product or service code: ____

6. Is your vendor a Certified Minority Business Enterprise/Women Business Enterprise (MBE/WBE)?

   Yes ____No ____. If yes, what type of business enterprise: Minority _____Women _____

   Attach MBE/WBE Certification

Certification Statement

I certify to the best of my knowledge and belief that the data provided above is correct and complete.

PERFORMING PARTY

____
Signature

____
Print Name

____
Date

North Central Texas Council of Governments

Utilization of Small, Minority and Women's Business Enterprises Reporting Form

General Instructions

1. Self-explanatory
2. Based on the definition below, select yes or no if your organization/company is or is not certified as a MBE/WBE enterprise. If yes, select type of enterprise
3. Self-explanatory
4. Date and dollar value of technology purchased.
5. Using codes below; identify type of product or service acquired through the procurement:
   Type of product or service codes:
   1 = Construction 2 = Supplies 3 = Services 4 = Equipment
6. Based on the definition below, select yes or no if your vendor is or is not certified as a MBE/WBE enterprise. If yes, select type of enterprise.

Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish federal assistance programs.

Minority Business Enterprise (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

Woman Business Enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Equipment is any tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

Contractor as defined in2 CFR 200, is defined as a dealer, distributor, merchant, or other seller providing goods or services.

APPENDIX E

REQUIRED 2 CFR 200 CLAUSES
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES & AUDIT REQUIREMENTS FOR FEDERAL AWARDS

APPENDIX E
REQUIRED 2 CFR 200 CLAUSES
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES & AUDIT REQUIREMENTS FOR FEDERAL AWARDS

1. **Equal Employment Opportunity.** PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. **Davis-Bacon Act**. PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3. **Contract Work Hours and Selection Standards**. PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4. **Rights to Invention Made Under Contract or Agreement**. PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.

5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act**. PERFORMING PARTY agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6. **Debarment/Suspension.** PERFORMING PARTY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix B of this agreement.

7. **Restrictions on Lobbying**. PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision "Restrictions on Lobbying," which is included as Attachment C of this Agreement. PERFORMING PARTY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

8. **Procurement of Recovered Materials**. PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

APPENDIX F

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

APPENDIX F
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Agreement is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
C) Telecommunications or video surveillance services used by such entities or using such equipment.
D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☐ The Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: ______________________________

NAME OF AUTHORIZED PERSON: ______________________________

NAME OF COMPANY: ______________________________

DATE: ______________________________

-OR-

☐ The Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: ______________________________

NAME OF AUTHORIZED PERSON: ______________________________

NAME OF COMPANY: ______________________________

DATE: ______________________________

KENNEDALE
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Consider approval of an Ordinance amending the senior and disabled discount provisions of the current water/sewer rate ordinance by extending discounts to a surviving spouse for the remainder of the fiscal year

ORIGINATED BY
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY
This item was originally heard by the Council during the May 18 meeting, but amendments were requested. The attached ordinance has been amended per that discussion and now clarifies that the surviving spouse (of a qualified recipient) would continue receiving the discount until the end of the fiscal year.

If the attached Ordinance fulfills the intent of Council's amendments during that meeting, then it can be passed as part of the Consent Agenda and will be implemented by staff. If it does not, however, reflect the intentions of the Council, of course this item can be pulled for further discussion and direction.

ORIGINAL STAFF REPORT
Pursuant to the City's current Senior/Disability Discount rate Ordinance (No. 702), the re-application process after an initial approval is two years. This re-application process was added in June 2020 to broaden the City's ability to ensure that the original applicant remains eligible for the discount.

Additionally, the current — as well as all prior Senior/Disability Ordinances —states that, should a qualifying spouse become deceased, the surviving spouse would continue to receive the discount until the end of the fiscal year, which spans from October to the following September. After that period the surviving spouse must re-apply in order to determine eligibility using the current, established criteria.

During the April 20, 2020 City Council Meeting, the Council suggested the following changes, which are reflected in the attached Ordinance:

1. Require re-application after *five* years (rather than the current *two-year* requirement).
2. ~~No re-application process for a surviving spouse. (If one spouse becomes deceased, the surviving spouse may receive the discount indefinitely, regardless of income or disability status.)~~

The requirement that the discount no longer be applied to accounts for which a surviving spouse does not meet the requirements has been in the policy since its creation. The reason that a two-year review process was originally proposed by staff and approved by the Council was to ensure that those accounts that no longer qualify for the discount are not receiving it while being subsidized by other customers.

RECOMMENDATION

ATTACHMENTS

1.	ORIGINAL: Ordinance 2020_05.18 - Senior Disabled Discount Amendment	Ordinance 2020_05.18 - Senior Disabled Discount Amendment.docx

2.	O --- 2021_07.20 Senior Discount Update	O --- 2021_07.20 Senior Discount Update.docx

ORDINANCE NO. _____________

AN ORDINANCE AMENDING SECTION 23-83 "DISCOUNT FOR QUALIFYING SENIOR CITIZENS AND DISABLED PERSONS" OF CHAPTER 23 "WATER, SEWERS AND SEWAGE DISPOSAL" OF THE KENNEDALE CITY CODE, BY REQUIRING APPLICANTS TO REAPPLY EVERY FIVE YEARS; PROVIDING THAT A SURVIVING SPOUSE RETAINS THE DISCOUNT WITHOUT REAPPLYING; 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, Section 23-83 of the Kennedale City Code sets forth eligibility requirements to receive the senior citizen and disabled person discount; and

WHEREAS, the City Council now desires to require that applicants reapply for the credits every five years and not require a surviving spouse to reapply.

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

SECTION 1.

Section 23-83 "Discount for Qualifying Senior Citizens and Disabled Persons" of Chapter 23 "Water, Sewers and Sewage Disposal" of the Kennedale City Code is hereby amended by amending subsection 23-83(3) to read as follows:

> "(3) Qualifying senior citizens or disabled individuals may only apply the credit on water rates and sewer charges to one (1) residence in the City of Kennedale. Qualifying senior citizens or disabled individuals must apply and complete an affidavit in order to receive the discount, and must reapply and complete an affidavit every five years from the date of the last accepted application to continue to receive the discount. Notwithstanding the foregoing, should a qualifying spouse who has been receiving the discount become deceased, the surviving spouse will continue to receive the discount and is not required to reapply."

SECTION 2.

If a qualifying senior citizen or disabled individual has been receiving a discount on residential water rates and sewer charges for more than five years without reapplying since their initial application was accepted, they will not receive a discount beginning with the May 2021 water and sewer bill and must thereafter reapply for a discount as provided in Section 23-83 of the Kennedale City Code.

SECTION 3.

A deceased qualifying senior citizen or disabled individual's surviving spouse who lost a discount within one year prior to the effective date of this ordinance is entitled to again receive the discount upon submitting an application and will thereafter not be required to submit any further applications to continue receiving the discount.

SECTION 4.

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

SECTION 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 after its passage and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 18TH DAY OF MAY 2021.

APPROVED:

____

MAYOR BRIAN JOHNSON

ATTEST:

[CITY SEAL]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____

CITY ATTORNEY DREW LARKIN

EFFECTIVE DATE:

____

ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTION 23-83 "DISCOUNT FOR QUALIFYING SENIOR CITIZENS AND DISABLED PERSONS" OF CHAPTER 23 "WATER, SEWERS AND SEWAGE DISPOSAL" OF THE KENNEDALE CITY CODE, BY EXTENDING DISCOUNT BENEFITS TO A SURVIVING SPOUSE FOR THE REMAINDER OF THE FISCAL YEAR; 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, Section 23-83 of the Kennedale City Code sets forth eligibility requirements to receive the senior citizen and disabled person discount; and

WHEREAS, the City Council now desires to extend the discount benefits to a surviving spouse for the remainder of the fiscal year.

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

SECTION 1.

Section 23-83 "Discount for Qualifying Senior Citizens and Disabled Persons" of Chapter 23 "Water, Sewers and Sewage Disposal" of the Kennedale City Code is hereby amended by amending subsection 23-83(3) to read as follows:

(3) Qualifying senior citizens or disabled individuals may only apply the credit on water rates and sewer charges to one (1) residence in the City of Kennedale. Qualifying senior citizens or disabled individuals must apply and complete an affidavit in order to receive the discount, and must reapply and complete an affidavit every five years from the date of the last accepted application to continue to receive the discount. Should a qualifying spouse become deceased, the surviving spouse will continue to receive the discount until the end of the then current fiscal year, which spans from October to the following September.

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared 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 after its passage and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 20th DAY OF JULY 2021.

APPROVED:

____

MAYOR LINDA RHODES

ATTEST: [CITY SEAL]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY: **EFFECTIVE DATE:**

______________________________ ______________________________

CITY ATTORNEY DREW LARKIN

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.3.

SUBJECT
Consider authorizing the Interim City Manager to enter into a Professional Services Agreement (PSA) with Shield Engineering for engineering design and services related to the Safe Routes to School (SRTS) Program

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
The attached Professional Services Agreement (PSA) with Shield Engineering provides for necessary engineering services related to the Safe Routes to School (SRTS) Program at a cost of $103,250 (see Item IV.F.4. for additional information on this item. There could be additional costs in the event that additional easement requirements are identified during the design phase. Any such additional easements will cost an additional $1,500 each.

PROGRAM BACKGROUND
The City of Kennedale has collaborated with the North Central Texas Council of Governments (NCTCOG) on design and funding for a Safe Routes to School Program that will focus on safe pedestrian connections to James F. Delaney Elementary and James A. Arthur Intermediate Schools. City staff has worked closely with NCTCOG, Kennedale ISD, and other stakeholders to identify needs and possible pedestrian improvements. This work resulted in a proposal including new sidewalks and crosswalks in and around the Crestdale neighborhood.

In 2018 the City Council approved the City's participation in the SRTS program with a total estimated project cost, at that time, of $826,633. The City's required 20% match was to have been $165,327. The City Council, with the approval of Resolution 566 on February 18, 2020, reaffirmed the City's commitment to funding of the local share of the project costs. The original local match was to be funded from the proceeds of the Tax Notes issued in 2018.

Rising construction cost estimates, since initial approval by Council, have increased the total project cost by $180,257 — from $826,633 to $1,066,890. This latest estimate includes a 10% or $96,990 TxDOT charge for Administrative Expenses. The increased total project cost has, therefore, increased the City's matching share from $165,327 to $213,378. Additionally, TxDOT recently advised the City and NCTCOG that TxDOT will not provide the engineering design. Cost of the design must, therefore, be paid by the City.

These engineering costs, estimated to be $103,250, will be in addition to the required 20% match. The City's total cost is now estimated to be $316,628 ($213,378 + $103,250). **It is recommended that the increased local share and the engineering fees be paid from the proceeds of the debt (COs) planned for issuance in August/Sept 2021.** The project is scheduled, at this time, to be let in January 2022.

RECOMMENDATION
Approve
Approval of the engineering design contract with Shield Engineering as presented.

ATTACHMENTS

1.	Shield Engineering - Kennedale SRTS PSA	Shield Engineering SRTS PSA.pdf
2.	R566 SRTS NCTCOG	R566.pdf
3.	SRTS Plan (Revised 01.2020) Sidewalks and Crossings	SRTS Plan (Revised 01.2020) Sidewalks and Crossings.pdf
4.	SRTS Plan (Revised 01.2020) Traffic Calming	SRTS Plan (Revised 01.2020) Traffic Calming.pdf

5.	TxDOT Project Information Form (PIF)	TxDOT Project Information Form (PIF).xls
6.	TxDOT Special Approval Form (SPA)	TxDOT Special Approval Form (SPA).pdf

AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Kennedale Safe Routes to School Improvements

PROJECT NO: 2020001.01

CLIENT: City of Kennedale, Attn: Larry Hoover

ADDRESS: 405 Municipal Drive, Kennedale, TX 76060

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services.:

SCOPE: The Firm understands this project, known as the Kennedale Safe Routes to School Project, located in Kennedale, Texas, to consist of civil engineering services associated with sidewalk and street improvements to Cloverlane, Mistletoe, Paula, Timberline, Crestview, and Reeves as identified in the Safe Routes to School Application. Sidewalks are only proposed for one side of the street on Paula, Timberline, Crestview and Reeves. Crosswalks and Curb Extensions (also known as "bulb-outs") will be included on Cloverlane and Mistletoe. Design will also include signage and striping as recommended in the Safe Routes to School Plan. A mid-block crosswalk with pedestrian hybrid beacon on Kennedale Parkway has not been included in this scope of work. Geotechnical Investigation, traffic analysis, street light or signal design, and Landscape/Irrigation Design are also not included with this scope of work. This scope assumes that Kennedale standard street and sidewalk sections will be used for the pavement repair and sidewalk design. This scope is based on the attached exhibit as submitted to NCTCOG and shown on the last page of this document.

Sidewalk and curb extensions will be designed to limit impact to existing drainage. However, a drainage analysis or design is not included in this scope of work.

Exhibits, as-built plans, and other miscellaneous services beyond this scope will be Additional Services and billed at the Hourly Rate Schedule provided with this scope.

The Client shall either directly provide the following information or make the information available from one of the Client's subconsultants including but not limited to:

- Subdivision/ Infrastructure Plans
- Final Plats

Basic Services:

1. **Conceptual Design Package and Data Collection: $14,625**
   a. Site Visit: The Firm will visit the site one time to observe existing conditions.
   b. Plan Research: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design. Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
   c. Conceptual Design Package: shall include the following.
      i. Graphic exhibits and written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.

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ii. Existing and proposed typical sections of the sidewalk and curb extensions to be constructed including: existing and proposed ROW, existing and proposed lane widths, existing and proposed curbs, sidewalks, and retaining walls. It is assumed that any pavement improvements around the curb extensions will be reinforced concrete section.

iii. Conceptual plan sheets showing existing and proposed horizontal sidewalk alignments, existing and proposed ROW, existing and proposed driveways, proposed lane dimensions, existing drainage structures, city owned and franchise utilities as determined by dig-tess, and existing roadway vertical alignments (profiles).

d. Preliminary Opinion of Probable Costs: The Firm will prepare one Preliminary Opinion of Probable Cost using our recent bid tabs, or Client provided unit prices, however, in either case, the Client represents their acceptance of these prices by using the estimate provided.

2. Final Design and Specifications: <u>$ 38,800</u>

a. Final Design Drawings: The final design drawings shall include:

i. Project Control Sheet showing all control points used or set while gathering data.

ii. Downstream Assessment\ Drainage Analysis: The Firm will **not** provide a downstream assessment or drainage analysis for the project. The sidewalks and curb extensions will be designed to limit any drainage impacts downstream, but a drainage analysis is not included with this contract.

iii. Sidewalk plan and typical roadway sections.

iv. Details.

b. Traffic Control Plan: The Firm will prepare a traffic control plan using City and MUTCD standards.

c. Erosion Control Plan: The Firm will prepare an erosion control plan using City and TCEQ standards to be used with the contractor SWPPP.

d. Preliminary Opinion of Probable Costs: The Firm will update the Preliminary Opinion of Probable Cost.

e. Specifications: The Firm shall prepare draft specifications per TxDOT standards.

f. SWPPP: For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.

g. Public Meetings: Assumes 2 public meetings.

h. Franchise Utility Relocation Coordination and Offsite Franchise Utility Coordination.

3. Bid Phase Support Services: <u>$2,500</u> Hourly

a. The Firm shall sell (or transmit electronically at no cost) contract documents and maintain a plan holders list of Contractor's and Plan Holder Registrations who have requested or purchased plans.

b. The Firm will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The Firm will provide

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technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda. The Firm shall transmit all approved addenda distribute addenda to all plan holders.

c. The Firm will attend the prebid conference in support of the City.

d. The Firm will assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.

e. The Firm will attend the bid opening in support of the City.

f. The Firm will tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract.

g. The Firm will incorporate all addenda into the contract documents and issue conformed sets.

4. Construction Phase Services: <u>$10,000</u> Hourly

a. The Firm shall attend the preconstruction conference.

b. The Firm shall visit the project site at requested intervals as construction proceeds to observe and report on progress.

c. As requested by the City, the Firm shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

5. TxDOT Environmental Clearance: $36,025

The Firm will subcontract with an environmental firm to provide the environmental clearance support for this project. This estimate assumes that the project will be authorized by a Categorical Exclusion and that an Environmental Assessment or Environmental Impact Statement will not be required. This estimate also assumes that any use of publicly owned parks will have no more than a de minimis impact, and that there will not be negative impacts to archeological or historic features. The following impact assessments and write-ups are included:

a. Air

b. Cultural Resources

c. Community Impacts

d. Access and Travel Patterns

e. Community Cohesion

f. Water Resources (Provided with the Environmental Delineation above)

g. Floodplain (includes coordination with the flood study provided above)

h. Biological Resources

i. Hazmat

j. Section 4(f)

k. Indirect and Cumulative Impacts

Also included is attendance at a public meeting and summary documentation of the meeting to show public involvement, and general coordination with TxDOT and other agencies as necessary.

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6. ADA Accessibility Review: $1,300

The Firm will subcontract with a TDLR reviewer for ADA compliance. The Firm will submit the proposed improvement plans to a TDLR reviewer who will review the plans for conformance with the State of Texas Architectural Barriers Act, Article 9102, in the Texas Civil Statutes. The Firm will address issues pertaining to ADA access concerns and assumes addressing one set of comments from the TDLR reviewer. Upon completion of the project, the TDLR reviewer will follow up with an inspection of the improvements and issue comments that may need to be addressed by the contractor and will send a compliance letter once the project has been determined to be compliant to close out the TDLR report.

7. Easement Separate Instruments: The Firm's Surveyor shall prepare documents to be used to obtain permanent and/or temporary easements required to construct the improvements. The Firm shall assist the Client with normal coordination of the easement process but is not responsible for negotiating, securing or executing any part of the easement(s). Additional easements will be considered Additional Services. **$1,500 each**

SUMMARY:

1.	Conceptual Design Package and Data Collection	$ 14,625
2.	Final Design and Construction Documents	$ 38,800
3.	Bid Phase Support Services	hourly estimate $ 2,500
4.	Construction Phase Services	hourly estimate $ 10,000
5.	TxDOT Environmental Clearance	$36,025
6.	ADA Accessibility Review	$1,300
	Total Estimated Fee**:**	**$ 103,250**
7.	Easements	each $ 1,500

Reimbursable budget estimate**: As Incurred**

The Client will pay all Impact fees, FEMA fees, submittal fees, and all other fees and taxes.

The Firm will provide the professional services listed above in accordance with local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Accepted for **CLIENT**		Accepted for **SHIELD ENGINEERING GROUP, PLLC**	
By:		By:	
Name:		Name:	Jean-Marie Alexander
Title:		Title:	COO
Date:		Date:	

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Exclusions and Additional Services: This proposal was prepared based on information provided by the Client and the conditions known to Shield Engineering Group, PLLC at the time of preparing this proposal. Tasks not included in the scope will be considered Additional Services. If the Engineer is requested to become involved with any of the following items, the Firm will be pleased to provide them for additional fees to be determined at that time. Additional Services include any services not listed above and all other special or miscellaneous services specifically authorized by the Client. Authorized Additional Services shall be billed in accordance with the attached Hourly Rate Schedule or for a prenegotiated lump sum fee approved by the Client. The following is an example of services which will be considered additional or excluded:

- Bidding Phase Services beyond those listed above.
- Construction Phase Services beyond those listed above.
- Subsurface Utility Engineering (SUE)
- Traffic Analysis, Parking Flow Study, Signal Warrant Study
- Studies: Line of Sight, Water, Sanitary Sewer, Traffic, Flood
- Special Use Permits for Oil and Gas Coordination
- Survey (beyond those listed above): As-Built Survey/ALTA Survey, Boundary Title Search, Vacation Instruments, Additional Closing Exhibits and Legal Descriptions, Grade Certification, Rail Certification, or any other surveying services beyond those listed above
- Demolition Plan
- City Encroachment Agreements
- TxDOT Driveway/Utility Permit, Design and Details
- Water Appropriations, FAA, TxDOT, TRA, Railroad, Driveway
- Landscape architecture and irrigation system design
- Environmental Waters of the US/Wetland permits
- LOMR, CLOMR,
- Design of pump house, fire alarms, flow test(s) and/or ground storage tank for fire protection system design
- Design of retaining walls, screening walls, detached structures, special brick paved areas, etc.
- Design of offsite spoil/borrow area for excavation material
- Geotechnical Investigations, Material Testing and Inspection Services
- Services of Special Consultants

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TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED: Signing this Agreement shall be construed as authorization by CLIENT for the FIRM to proceed with the Services, unless otherwise provided for in this Agreement.

2. ACCESS TO SITE: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services.

3. COST ESTIMATES: Any cost estimates provided will be on a basis of experience and judgment. Since the FIRM has no control over market conditions or bidding procedures, the FIRM does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. ADDITIONAL SERVICES: Services in addition to those specified in Scope will be provided if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and FIRM. In the absence of an express agreement about compensation, the FIRM shall be entitled to an equitable adjustment to its compensation for performing such additional services.

5. STANDARD OF CARE: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the FIRM and by mutual agreement between the parties, the FIRM will, without additional compensation, correct those services not meeting such a standard.

6. INDEMNIFICATION: FIRM SHALL INDEMNIFY AND HOLD HARMLESS CLIENT, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES, IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES (INCLUDING DEATH) TO ANY PERSON OR PERSONS, INCLUDING OFFICERS, EMPLOYEES OR AGENTS OF FIRM, WHICH ARE CAUSED BY ANY NEGLIGENT ERROR, OMISSION, DEFECT, OR DEFICIENCY IN THE PERFORMANCE OF FIRM'S PROFESSIONAL SERVICES OR IN THE NEGLIGENT PREPARATION OF DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE HEREWITH. FIRM SHALL PAY ALL EXPENSES (INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS OF COURT IN PROPORTION TO ENGINEER'S LIABILITY) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST CLIENT OR ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES IN CONNECTION HEREWITH; PROVIDING AND EXCEPT, HOWEVER, THAT THIS INDEMNITY PROVISION SHALL NOT BE CONSTRUED AS REQUIRING ENGINEER TO INDEMNIFY OR HOLD HARMLESS CLIENT, ITS OFFICERS, OFFICIALS, AGENTS, OR EMPLOYEES FROM LOSS, DAMAGES, LIABILITY OR EXPENSE ON ACCOUNT OF DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO FIRM BY CLIENT AND WHICH FIRM COULD NOT DISCOVER BY THE EXERCISE OF REASONABLE DILIGENCE. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS ($10.00) OF REMUNERATION PAID TO FIRM UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the CLIENT and FIRM shall be submitted to non-binding mediation, and any mediation must be conducted by a mutually agreed upon mediator located in Tarrant County, Texas. CLIENT and FIRM agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

8. PAYMENT TO FIRM: Invoices for the FIRM's service shall be submitted to CLIENT on a monthly basis. The CLIENT shall either approve these invoices or notify the FIRM of any invoices not approved. The CLIENT and the FIRM shall confer and attempt to resolve such disputed invoices. The CLIENT shall pay the FIRM for all undisputed invoices 30 days after CLIENT receives the invoice. If Client has failed to pay an undisputed invoice after 45 days of CLIENT's receipt of the invoice, FIRM may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. [Retainers/Deposits shall be credited on the final invoice.]

9. LATE PAYMENTS: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

10. TERMINATION: Either CLIENT or FIRM may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay FIRM in full for all work previously authorized and performed prior to effective date of termination. FIRM, unless requested by CLIENT, is not authorized to perform any services after either party receives a notice of termination, and will not be paid for any such unauthorized work. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. CERTIFICATIONS: Guarantees and Warranties: The FIRM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the FIRM cannot ascertain.

12. OWNERSHIP OF DOCUMENTS: Upon FIRM's completion of services and receipt of payment in full, or upon termination of this Agreement, FIRM shall grant to CLIENT a non-exclusive license to possess the final drawings and instruments produced in connection with FIRM's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by CLIENT for the purpose of constructing, operating and maintaining the improvements contemplated by this Agreement. CLIENT agrees that such documents are not intended or represented to be suitable for reuse by CLIENT or others for purposes outside the scope of this Agreement. Notwithstanding the foregoing, CLIENT understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of FIRM and may not be used or reused, in any form, by CLIENT without the express written authorization of FIRM. Client agrees that any reuse by CLIENT, or by those who obtain said information from or through CLIENT, without written verification or adaptation by FIRM, will be at CLIENT's sole risk and without liability or legal exposure to FIRM or to FIRM's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

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13. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

14. JOBSITE SAFETY: Neither the professional activities of the FIRM, nor the presence of the FIRM or its employees and subconsultant's at a construction/project site, shall impose any duty on the FIRM, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The FIRM and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

15. ENTIRE AGREEMENT: This Agreement represents the entire understanding of CLIENT and FIRM. No prior oral or written understandings shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. This Agreement constitutes, represents and is intended by the parties to be the complete and final statement and expression of all of the terms and arrangements between the parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the parties and all such matters are merged into this Agreement.

16. INSURANCE: FIRM shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be $1,000,000 per claim and in the aggregate. FIRM shall submit to the CLIENT a certificate of insurance prior to commencing any work for the CLIENT.

17. ASSIGNMENT: Neither the CLIENT nor FIRM may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the parties to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any CLIENT officer, employee or agent.

18. JURISDICTION AND VENUE: This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in Tarrant County, Texas.

19. ATTORNEY'S FEES: If it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

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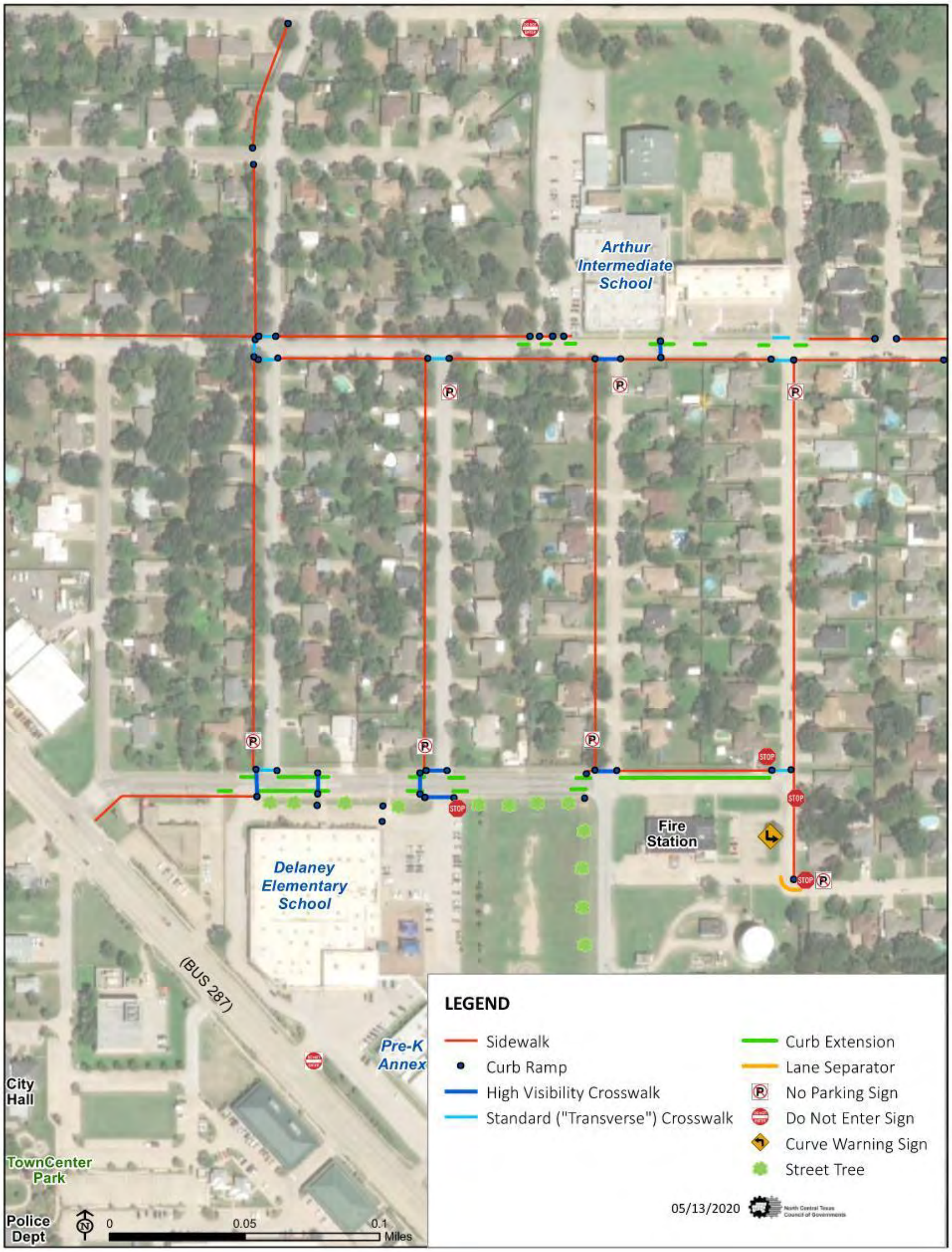
SHIELD
ENGINEERING GROUP

2021 HOURLY RATE SCHEDULE

Principal / Director	$250
Program Manager	$225
Project Manager	$205
Senior Professional Engineer	$190
Professional Engineer	$160
EIT II	$130
EIT I	$110
Designer	$130
CAD Drafter	$110
Support / Admin	$95
Senior RPLS	$205
RPLS	$160
GIS Analyst	$120
Survey Technician	$110
Party Chief	$110
Survey Crew Member	$65

Hourly Rate Schedule as of the date of this contract is subject to change without notice.

SHIELD
ENGINEERING GROUP



RESOLUTION NO. 566

A RESOLUTION OF THE CITY OF KENNEDALE IN SUPPORT OF THE SAFE ROUTES TO SCHOOL PROGRAM TRANSPORTATION ALTERNATIVES PROJECT.

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments and the regional forum for cooperative decisions on transportation; and

WHEREAS, the Regional Transportation Council will award funding on September 10, 2020 for active transportation and safe routes to school projects through the Transportation Alternatives Call for Projects; and

WHEREAS, the City of Kennedale (the "City") intends to submit a Transportation Alternatives project application for the Safe Routes to School Program (the "Project') to the North Central Texas Council of Governments prior to the May 15, 2020 deadline; and

WHEREAS, the Regional Transportation Council requires the submittal of a resolution as part of the Transportation Alternatives Call for Projects application submission.

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

SECTION 1.

The City supports the Project as applied for in the 2020 Transportation Alternatives Call for Projects application.

SECTION 2.

The City will serve as the Project Sponsor and lead Project contact on this Project. The City agrees to designate a single point of contact for the Project.

SECTION 3.

The City commits to fund or pass through funds from other sources for a minimum local cash match of twenty percent (20%) of the total Project cost.

SECTION 4.

The City confirms that the City, not the Regional Transportation Council, will be responsible for any cost overruns.

SECTION 5.

The City understands and acknowledges that all awarded funding is provided on a reimbursement basis.

SECTION 6.

The City confirms the Project timeline is realistic and commits that if the Project is selected for funding, an agreement will be executed within one year of selection and the Project will advance to construction within three years from the date of selection.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2020.

APPROVED:

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE E. GALLOWAY

Delaney Elementary and Arthur Intermediate, Kennedale, TX

Recommended Sidewalk and Crossing Improvements

Delaney Elementary and Arthur Intermediate, Kennedale, TX

Recommended Traffic Calming and Control Improvements

PROJECT INFORMATION FORM

Revised January 02, 2017

Return Project Information Form to TxDOT Project Manager

CSJ #: | **District:** Fort Worth

Name of Highway System: | **County:** TARRANT

Letting Type: ------ | **Letting Date:**

Payee Identification Number (14 Digits):

1 **Agency Name:** | **Tel.**

2 **Address:**

3 **City/State:** **Texas** **Zip+4 :**

4 **(Print)Agreement Signer:** **TITLE :**

5 **Project Manager /Consultant** **Tel:**

7 **Project Limits From:**

8 **Project Limits To:**

9 Any Details not listed that we need to be aware of ?

10 Is this Local Entity Local Government Project Procedures(LGPP) Certified. ----- **ON** or **OFF** System: -----

11 **Preliminary Engineering (Environmental and Plans)**

How is Preliminary Engineering being performed? -----

Local Government seeking reimbursement for Preliminary Engineering? -----

12 **Right of Way / Utilites**

Right of Way Required? ----- If required, is Local Government seeking reimbursement? -----

Utilities Required? ----- If required, is Local Government seeking reimbursement? -----

13 **Construction**

Force Account Work (Local Government Performs Construction including purchase of services) on a Highway Improvement. -----

Local Government let through competitive bid? ----- State Letting? -----

Local Government seeking reimbursement for Construction Management? -----

14 What is your DUNS Number? https://www.bpn.gov/ccrsearch/detail.aspx DUNS Number:

DUNS Expiration Date:

TxDOT Project Manager

Funding Category(ies): --

Have the Funds been Approved or Verified for this Project? -----

(Authorized by the Commission / on the STIP / TIP, etc)

Is this Project setup in DCIS -----

Will there be a Special Approval Form - AED Approval -----

(Engineering, Construction, and On System Force Account Work)

Have the Risk Assessment been completed? -----

TxDOT Project Manager Name: | **AREA OFFICE:** ------------------

Email Address: **@txdot.gov** | **Telephone:**

PROJECT INFORMATION

Revised January 02, 2017

---------------------- Project: 0000 - 00 - 000

SCOPE OF WORK

Scope of work should be very detail (Explain exactly what is going to happen on this project)

PROJECT BUDGET

(All Cost Estimates are required)

Once all the necessary information has been completed press the "F9" function key to calculate the budget page.

IMPORTANT: DO NOT press the F9 key until **ALL** information has been entered. Each time you press this key it will recalculate your budget balance.

Agency Complete								
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation		
		%	Cost	%	Cost	%	Cost
Environmental --------------	$0	0%	$0	0%	$0	0%	$0
Engineering --------------	$0	0%	$0	0%	$0	0%	$0
Right of Way --------------	$0	0%	$0	0%	$0	0%	$0
Utilities --------------	$0	0%	$0	0%	$0	0%	$0
Construction --------------	$0	0%	$0	0%	$0	0%	$0
TOTAL	$0		$0		$0		$0

PLEASE ATTACH AN PROJECT LOCATION MAP.

TxDOT Project Manager

TxDOT Project Manager will review the information on Project Information Form and approve information by Sign & Date here:

Project CSJ: ______________________________
LG Name: ______________________________
LG Texas ID No. (TIN): ______________________________
District: ______________________________
Project Name: ______________________________

Oversight Level Special Approval
Part A - LG Qualifications Statement

(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the local government agency. Part A (pages 1-4) of this form is required to be completed by LG personnel. Upon receipt of completed Part A, the TxDOT district will evaluate the LG's capabilities to manage one or more elements of a project using Part B (pages 5-8) for recommendation to the TxDOT's Deputy Executive Director.

Describe the following items for the proposed project or program	
Project limits, type of work and any significant elements	
Preliminary estimated project costs	
Anticipated Funding Sources	FHWA _______ % TxDOT _______ % Local _______ %

LG proposes to manage the following activities for this project	To be performed by LG with its own staff?	To be performed by consultant under contract with LG?
Environmental	Select one...	Select one...
Right-of-way acquisition	Select one...	Select one...
Utility relocation	Select one...	Select one...
Design and bid document preparation	Select one...	Select one...
Letting and award	Select one...	Select one...
Construction oversight, inspection, documentation and project close-out	Select one...	Select one...
Other____	Select one...	Select one...
Other____	Select one...	Select one...

Describe LG's approach to performing the proposed management services for this project

Project CSJ: ______________________________
LG Name: ______________________________
LG Texas ID No. (TIN): ______________________________
District: ______________________________
Project Name: ______________________________

In evaluating a LG request to manage elements of the project development process for projects on the State Highway System or which include TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider five criteria. The LG is to provide information requested in Items 1 and 2 below. TxDOT district personnel will complete information on the remainder of the evaluation criteria in Part B (pages 5-8).

1. Previous experience of the LG in performing the type of work proposed

Attach an audited financial statement of Local Government Agency for most recent fiscal year. **If TxDOT already has a copy of a Single Audit report or other audited financial statement for a recent year insert the fiscal year in the box to the right (submittal of an additional audit is not required).**	

Please provide information on up to two similar, completed projects managed or performed by the LG in the past 5 years.

PROJECT A

Name of previously completed project				
Describe type of work				
Describe any complex items of work				
Construction cost	Estimated:		Actual:	
Letting date	Scheduled:		Actual:	
Contract time	Scheduled:		Actual:	
LG management activities performed by LG personnel				
LG management activities performed by consultants				
Name of current LG employee contact who worked on project			Phone #	
			Email	

PROJECT B

Name of previously completed project				
Describe type of work				
Describe any complex items of work				
Construction cost	Estimated:		Actual:	
Letting date	Scheduled:		Actual:	
Contract time	Scheduled:		Actual:	
LG management activities performed by LG personnel				
LG management activities performed by consultants				
Name of current LG employee contact who worked on project			Phone #	
			Email	

2. The capability of the LG to perform the type of work proposed or to award and manage a contract for that work in a timely manner, consistent with federal, state, and Department regulations, standards, and specifications

Please describe the LG's proposed personnel.

Name of person to serve in the position of Responsible Person in Charge		**Position/ Title**	

a. Must be full-time employee of LG;

b. Must be able to administer project activities (cost, time, scope, adherence to contract requirements, construction quality, etc.);

c. Must maintain familiarity with day-to-day project operations (including project safety);

d. Must make or participate in decisions about change orders or supplemental agreements;

e. Must visit and review the project regularly;

f. Must review financial processes, transactions and documentation; and

g. Must direct his/her project staff (agency or consultant) at all stages of the project.

Name of person to serve as Project Manager		Position/ Title	

a. Responsible for daily oversight of the project;

b. Primary point of communication with TxDOT for day-to-day matters;

c. May be same person as RPIC; and

d. May be local government employee or consultant.

Project Manager's previous experience on projects of similar type, complexity and cost	
Project Manager's previous experience on TxDOT and/or FHWA-funded projects	

Name of person to serve in the position of Qualified Person		Position/ Title	

a. Must have completed TxDOT-required LGPP training prior to execution of AFA;

b. May be same person as RPIC or PM; and

c. May be LG employee or consultant.

Qualified Person's previous experience on projects of similar type, complexity and cost	
Qualified Person's previous experience on TxDOT and/or FHWA-funded projects	

Information submitted by:

______________________________ ______________________________
LG representative signature Date

______________________________ ______________________________
LG representative printed name LG representative title

Project CSJ: ______________________________
LG Name: ______________________________
LG Texas ID No. (TIN): ______________________________
District: ______________________________
Project Name: ______________________________

Oversight Level Special Approval
Part B - TxDOT Evaluation and Special Approval of LG Qualifications

(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the LG. Completion of Part A - LG Qualifications Statement and this Part B - TxDOT Evaluation and Special Approval of LG Qualifications are required for TxDOT to authorize the LG to manage one or more elements of a project.

In approving a LG request to manage elements of the project development process for projects on the State Highway System or with TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider five criteria. TxDOT district personnel shall review Part A (pages 1-4), provide supplemental information by fully completing Part B (pages 5-8), and, based upon a determination of the adequacy of the LG's project delivery systems and accounting controls, recommend an appropriate role for the LG in project delivery and set a minimum oversight level on page 7 of this form.

43 TAC §15.52 regulations require the approval of the Executive Director (or authorized designee) for the LG to manage projects in the following cases:

	Applies
Any project on the State Highway System that improves freeway mainlanes	Select one...
A roadway improvement project that is to be on the State Highway System for which less than 50 percent of the funds come from sources other than federal or state highway funding	Select one...

1. Department resources available to perform or manage the highway improvement project in an efficient and timely manner

Describe any Department resource constraints that suggest the LG management of project development activities is in the best interest of TxDOT and the LG.	

2A. LG's previous experience in performing the type of work proposed

In Section 1 of Part A (beginning on page 2), the LG submitted information on up to two similar projects completed in the past 5 years performed by the LG or by consultants under contract to the LG. Please rate if these previous projects are comparable or not comparable to the proposed new project.

	Yes/No
Project A Comparable	Select on
Project B Comparable	Select on

TxDOT Risk Rating of LG Agency: Select one...
(for definition of ratings, see page 8)

Date of Rating: ______________

2B. District evaluation of LG capability to perform type of work proposed based on past projects identified above or other previous projects with TxDOT and/or FHWA funding

Please describe the LG's performance.

a. Timeliness and quality in acquisition of right of way	
b. Timeliness and quality in relocation of utilities	
c. Timeliness and quality of preparing environmental documents and obtaining required permits and clearances	
d. Timeliness and quality of project design and developing contract documents	
e. Timeliness and quality of letting and awarding construction contract	
f. Quality of performance in managing construction contractor and contract change orders	
g. Quality of performance in project inspection and documentation during construction	
h. Timeliness and quality of reimbursement requests throughout project	
i. Timeliness and quality of project close-out after project acceptance	
j. Timeliness of submitting supplemental funding when required	
k. Timeliness and adequacy in responding to audits	

3. Percentage of total project costs provided by the local government

List the estimated distribution of project costs.

	Total	*Federal*	*State*	*Local*
Environmental ($)	$0.00			
Right of Way ($)	$0.00			
Engineering ($)	$0.00			
Construction ($)	$0.00			
Direct State Costs ($)	$0.00			
Indirect State Costs ($)	$0.00			
Total ($)	$0.00	$0.00	$0.00	$0.00
Total (%)	100.00%	0.00%	0.00%	0.00%

4. Cost effectiveness of local performance of the work as compared to awarding the highway improvement project through TxDOT's competitive bidding process

On federally funded projects, FHWA holds TxDOT entirely responsible for successful project delivery, including the proper acquisition of right of way, utility relocation, environmental, design, construction, and project close-out. LG management of the project requires the LG performance of activities plus TxDOT oversight to assure compliance with all federal and state requirements.

Explain why it is advantageous for successful delivery of this project for the LG to manage the proposed elements of project development.	

5. Any other considerations relating to the benefit of the state, the traveling public, and the operations of the Department

Please list any additional items to be considered in TxDOT's evaluation that are of benefit to the state, the traveling public, and the operations of the Department to allow the LG to manage the proposed elements of the project development process.	

Special approval for LG to manage the following items:

Environmental	Select (	ROW acquisition	Select (	________________	Select (
Design/PS&E	Select (	Utility relocation	Select (	________________	Select (
Letting & award	Select (	Construction	Select (	None	Select (

Based upon review of Part A and completion of Part B, District determines the LG has adequate project delivery systems and sufficient accounting controls. Therefore, I (District Engineer) recommend Deputy Executive Director provide special approval of the LG performing the above marked project delivery items. The District commits to providing an appropriate level of oversight of LG activities to maximize compliance with applicable federal and state laws and regulations. District will provide: Level 1 ☐, Level 2 ☐, Level 3 ☐ oversight, as defined on page 8.

Recommendation for approval:

________________________________ ________________________________
District Engineer signature Date

Special approval:

________________________________ ________________________________
Deputy Executive Director signature Date

Local Government Projects – Risk Assessment

LG Risk Rating Definitions

Low level of risk to TxDOT	A
Moderate level of risk to TxDOT	B
High level of risk to TxDOT	C
Unacceptable level of risk to TxDOT	D

Oversight Levels

Level 1 Oversight – Relatively Low Risk Non-construction Projects and Very Low Risk Construction Projects

Level 2 Oversight – Higher Risk Non-construction Projects and Low to Moderate Risk Construction Projects

Level 3 Oversight – Higher Risk Construction Projects

TxDOT District Oversight Activity[1]	Minimum Frequency[2]		
	Level of Oversight		
	1	2	3
LG submit and TxDOT review project reports	Quarterly	Monthly	Monthly
TxDOT host project review/coordination meetings with LG	Quarterly	Monthly	Semi-monthly
TxDOT conduct worksite/project site visits	Annually[3]	Monthly	Weekly
TxDOT review LG project documentation/records	Annually[3]	Monthly	Monthly
LG submit and TxDOT review and approve reimbursement requests	Monthly	Monthly	Monthly

[1] Refer to TxDOT LG Project Management Guide for additional detail on oversight activities

[2] Greater frequency may be at District discretion

[3] Minimum of two times

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.F.1.

SUBJECT
Authorize the Interim City Manager to prepare bidding documents and publish notice for the sale of 5412 Kennedale Street

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY
Information related to this item is attached to the related Executive Session Item.

RECOMMENDATION
Approve

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Consider authorizing the Interim City Manager to execute Change Order No. 1 for Inland Pipe Rehabilitation, submitted by IPR SC in the amount of 23,517.37 which is part of the Crestdale sanitary sewer improvements

ORIGINATED BY
Dennis Brown, Interim Public Works Director

SUMMARY
In August 2018, Council approved an agreement with Shield Engineering for the design and construction engineering of 1,335 LF of sanitary sewer line along Crestview Drive. The following item on this agenda is also related to this project. Both invoices are from third-party contractors, but have been recommended for payment by Shield.

This item is a change order that addresses additional needed repairs that were not discovered until the project had broken ground.

Staff does expect one more invoice related to this project for ~$36,000 (in addition to the two items on tonight's agenda) to arrive in the coming weeks.

RECOMMENDATION
Approve

ATTACHMENTS

1.	ORIGINAL CONTRACT	ORIGINAL CONTRACT.pdf
2.	CURRENT CONSIDERATION: Change Order	Change Order No 1.pdf

SHIELD
ENGINEERING GROUP

AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Crestdale Sanitary Sewer Improvements

PROJECT NO: 2018052.01

CLIENT: City of Kennedale, Attn: Larry Hoover

ADDRESS: 405 Municipal Drive, Kennedale, TX 76060

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services.:

SCOPE: The city of Kennedale (Client, CITY or Owner) has identified sanitary sewer lines within the Crestdale development that need rehabilitation known as:

Project 1: Mistletoe Drive Sewer Improvements – 763 LF 8" Sewer Line
Project 2: Timberline Drive Sewer Improvements – 857 LF 8" Sewer Line
Project 3: Crestview Drive Sewer Improvements – 1335 LF 6" and 8" Sewer Line

Total Sanitary Sewer Rehabilitation 2955 Linear Feet

The Firm understands these projects, collectively known as Crestdale Sewer Improvements, located in Kennedale, Texas, to consist of civil engineering services associated with sanitary sewer rehabilitation improvements. The assumed rehabilitation method is assumed to be by pipe-bursting. This scope is based on the attached site location map as shown on the last page of this document.

Exhibits, as-built plans, and other miscellaneous services beyond this scope will be Additional Services and billed at the Hourly Rate Schedule provided with this scope.

Basic Services for Each Project:

1. **Conceptual Design Package and Data Collection:**
   a. Plan Research: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design. Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
   b. The Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
   c. The data collection efforts may include conducting special coordination meetings with affected property owners and businesses as necessary to develop sewer re-routing plans.
   d. Site Visit: The Firm will visit the site one time to observe existing conditions.
   e. Graphic exhibits and written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
   f. Preliminary Opinion of Probable Costs: The Firm will prepare one Preliminary Opinion of Probable Cost using our recent bid tabs, or Client provided unit prices, however, in either case, the Client represents their acceptance of these prices by using the estimate provided.

2. **Preliminary Design and Specifications shall include:**
   a. Cover Sheet

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b. A Project Control Sheet, showing all Control Points, used or set while gathering data.

c. Overall project sanitary sewer layout sheets. The sewer layout sheet shall identify the proposed sewer main improvement/existing sewer mains and all sewer appurtenances in the vicinity.

d. Plan and profile sheets which show the following: proposed sanitary sewer plan/profile and recommended pipe size, manholes, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

e. The Firm shall make provisions for reconnecting all identifiable wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within City right-of-way or utility easement.

f. The Firm will provide standard detail sheets for sewer rehabilitation or replacement per the City's specifications.

3. Final Design and Construction Documents

a. For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.

b. Draft Final plans (90%) and specifications shall be submitted to City for final comments.

c. Following a 90% construction plan review meeting with the CITY, the Firm shall submit Construction Documents (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.

d. The Firm shall submit a final design estimate of probable construction cost with 100% design package.

4. Bid Phase Support Services

a. The Firm shall sell (or transmit electronically at no cost) contract documents and maintain a plan holders list of Contractor's and Plan Holder Registrations who have requested or purchased plans.

b. The Firm will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The Firm will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda. The Firm shall transmit all approved addenda distribute addenda to all plan holders.

c. The Firm will attend the prebid conference in support of the CITY.

d. The Firm will assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.

e. The Firm will attend the bid opening in support of the CITY.

f. The Firm will tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.

g. The Firm will incorporate all addenda into the contract documents and issue conformed sets.

5. Construction Phase Services

a. The Firm shall attend the preconstruction conference.

b. The Firm shall visit the project site at requested intervals as construction proceeds to observe and report on progress.

c. As requested by the CITY, the Firm shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

6. Design Survey

a. The Firm will perform field surveys to collect horizontal and vertical elevations and other information needed by the Firm in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.

SUMMARY:

1. Project 1: Mistletoe Drive Sewer Improvements	$ 15,876
2. Project 2: Timberline Drive Sewer Improvements	$ 17,997
3. Project 3: Crestview Drive Sewer Improvements	$ 28,056
Total Estimated Fee:	**$ 61,929**

Accepted for **CLIENT**		Accepted for **SHIELD ENGINEERING GROUP, PLLC**	
By:		By:	Craig H Barnes
Name:		Name:	Craig H. Barnes
Title:		Title:	President
Date:		Date:	08.15.18

Reimbursable budget estimate: **As Incurred**

The Client will pay all Impact fees, FEMA fees, submittal fees, and all other fees and taxes.

The Firm will provide the professional services listed above in accordance with local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

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Exclusions and Additional Services: This proposal was prepared based on information provided by the Client and the conditions known to Shield Engineering Group, PLLC at the time of preparing this proposal. Tasks not included in the scope will be considered Additional Services. If the Engineer is requested to become involved with any of the following items, the Firm will be pleased to provide them for additional fees to be determined at that time. Additional Services include any services not listed above and all other special or miscellaneous services specifically authorized by the Client. Authorized Additional Services shall be billed in accordance with the attached Hourly Rate Schedule or for a prenegotiated lump sum fee approved by the Client. The following is an example of services which will be considered additional or excluded:

- Bidding Phase Services beyond those listed above.
- Construction Phase Services beyond those listed above.
- Subsurface Utility Engineering (SUE)
- Franchise Utility Relocation Coordination and Offsite Franchise Utility Coordination
- Traffic Analysis, Parking Flow Study, Signal Warrant Study
- Studies: Line of Sight, Water, Sanitary Sewer, Traffic, Flood
- Special Use Permits for Oil And Gas Coordination
- Survey (beyond those listed above): As-Built Survey/ALTA Survey, Boundary Title Search, Vacation Instruments, Additional Closing Exhibits and Legal Descriptions, Grade Certification, Rail Certification, or any other surveying services beyond those listed above
- Demolition Plan
- City Encroachment Agreements
- TxDOT Driveway/Utility Permit, Design and Details
- Water Appropriations, FAA, TxDOT, TRA, Railroad, Driveway
- Landscape architecture and irrigation system design
- Environmental Waters of the US/Wetland permits
- LOMR, CLOMR,
- Design of pump house, fire alarms, flow test(s) and/or ground storage tank for fire protection system design
- Design of retaining walls, screening walls, detached structures, special brick paved areas, etc.
- Design of offsite spoil/borrow area for excavation material
- Geotechnical Investigations, Material Testing and Inspection Services
- Coordination of Building Permit Processing and TDLR Review shall be provided by Architect or a third-party reviewer. This includes review of the latest edition of the Texas Accessibility Standards (TAS).
- Services of Special Consultants

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TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED: Signing this Agreement shall be construed as authorization by CLIENT for the FIRM to proceed with the Services, unless otherwise provided for in this Agreement.

2. ACCESS TO SITE: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

3. COST ESTIMATES: Any cost estimates provided will be on a basis of experience and judgment. Since the FIRM has no control over market conditions or bidding procedures, the FIRM does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. ADDITIONAL SERVICES: Services in addition to those specified in Scope will be provided if authorized in writing. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and FIRM. In the absence of an express agreement about compensation, the FIRM shall be entitled to an equitable adjustment to its compensation for performing such additional services.

5. STANDARD OF CARE: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

6. INDEMNIFICATION: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

7. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be limited to an amount no greater than the Firm's fee in this proposal. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

8. DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the CLIENT and FIRM shall be submitted to non-binding mediation. CLIENT and FIRM agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

9. PAYMENT TO FIRM: Invoices for the FIRM's service shall be submitted, at the FIRM's option, either upon completion of such services or on a monthly basis. The CLIENT shall either approve these invoices or notify the FIRM of any invoices not approved. The CLIENT and the FIRM shall confer and attempt to resolve such disputed invoices. The CLIENT shall promptly invoice the Owner for the FIRM's service in accordance with the billing terms of the CLIENT'S agreement with the Owner and shall use reasonable and diligent efforts to collect payment from the Owner. Invoices shall be payable within 15 days after the invoice date regardless of whether or not the Owner pays the CLIENT in full. The CLIENT shall pay the FIRM for all undisputed invoices within a reasonable period of time after completing the FIRM'S services under this agreement. If the invoice is not paid within 30 days after the invoice date, the FIRM may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. [Retainers/Deposits shall be credited on the final invoice.]

10. LATE PAYMENTS: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

11. TERMINATION: Either CLIENT or FIRM may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay FIRM in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

12. CERTIFICATIONS: Guarantees and Warranties: The FIRM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the FIRM cannot ascertain.

13. OWNERSHIP OF DOCUMENTS: All documents produced by the FIRM under this agreement shall remain the property of the FIRM and may not be used by the CLIENT for any other endeavor without the written consent of the FIRM.

14. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

15. JOBSITE SAFETY: Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultant's at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultant's. The Client also agrees that the Client, the Consultant and the Consultant's subconsultant's shall be made additional insured's under the General Contractor's policies of general liability insurance.

Initials CHB ________

(FIRM) (CLIENT)

SHIELD
ENGINEERING GROUP

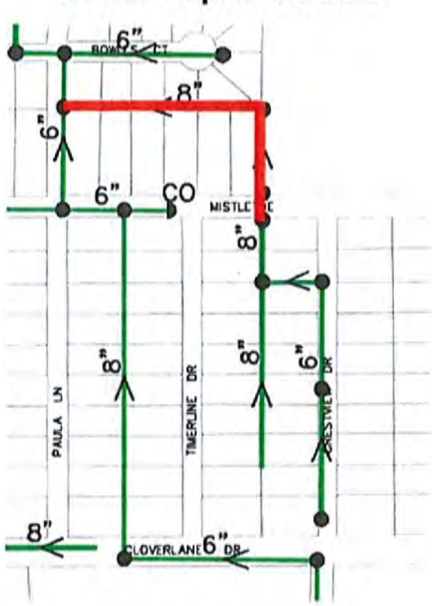
2018 HOURLY RATE SCHEDULE

Principal	$235
Program Manager	$200
Project Manager	$180
Senior Professional Engineer	$170
Professional Engineer	$145
EIT II	$115
EIT I	$100
Senior Designer	$125
Designer	$100
CAD Drafter	$85
Support	$70
QA/QC	$155
Senior RPLS	$175
RPLS	$155
Survey Technician	$100
Party Chief	$100
Survey Crew Member	$55

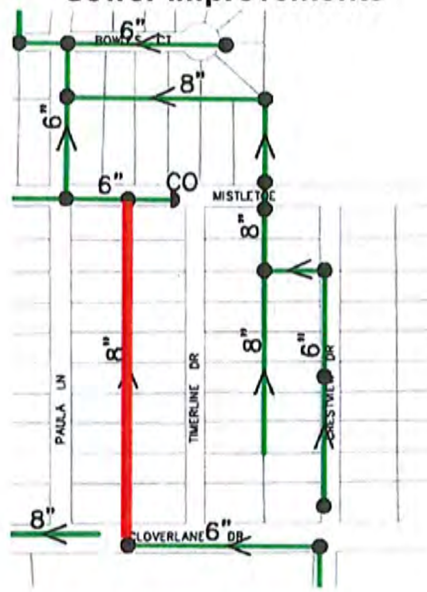
Hourly Rate Schedule as of the date of this contract is subject to change without notice.

SHIELD ENGINEERING GROUP

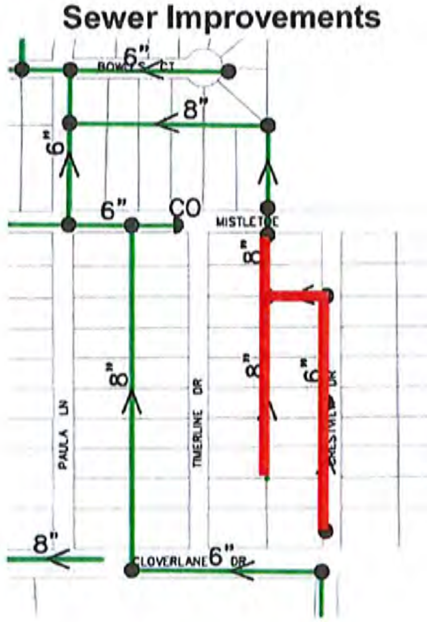
Mistletoe Drive
Sewer Improvements



Timberline Drive
Sewer Improvements



Crestview Drive
Sewer Improvements



Initials CHB ________ Page 7 of 7

(FIRM) (CLIENT)

SHIELD
ENGINEERING GROUP

June 17, 2021

Mr. Larry Hoover
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

RE: Crestdale Sewer Improvements– Change Order No. 1 Pay Request

Dear Mr. Hoover:

I hereby recommend payment of Change Order No. 1 for Inland Pipe Rehabilitation, in the amount of $23,517.37 for sanitary sewer repairs on the above referenced project. All unit prices and the estimate summary are in conformance with the agreed upon second change order.

All quantities per this change order have been reviewed and approved by the onsite inspector, Dennis Brown.

Please call me if you have any questions regarding this estimate for payment.

Sincerely,

Craig H Barnes

Craig H. Barnes, P.E.
Shield Engineering Group, PLLC

Attachments: Crestdale Sewer Improvements Change Order 1 Invoice

Change Order Invoice

IPR SC

131 N Richey Street
Pasadena, TX 77506
PH: 832-252-4800

FX: 832-252-4830

Invoice Date June 16, 2021

Prepared by: J B Branson

All quantities are based upon actual used footages and previously agreed upon pricing

Project:Crestade Sewer Improvements Point Repairs

Description	FINAL QUANTITIES	UNIT	UNIT COST	AMOUNT	Invoiced Amount
SUBCONTRACTOR MOBILIZATION	1	LS	$ 7,000.00	$ 7,000.00	$ 7,000.00
8" SANITARY SEWER POINT REPAIR	184	LF	$ 202.00	$ 37,168.00	$ 37,168.00
REMOVE AND REPLACE CONCRETE DRIVEWAY (AS NEEDED)	27.66	SY	$ 84.00	$ 2,323.44	$ 2,323.44
REMOVE AND REPLACE CONCRETE PAVEMENT (AS NEEDED)	13.33	SY	$ 121.00	$ 1,612.93	$ 1,612.93
REMOVE AND REPLACE CURB AND GUTTER (AS NEEDED)	10.66	LF	$ 46.00	$ 490.36	$ 490.36
CEMENT STABILIZED BACKFILL (ONLY IF REQUIRED)	48	TON	$ 48.00	$ 2,304.00	$ 2,304.00
CREDIT FOR PIPE BURST FOOTAGE AGAINST POINT REPAIRS	184	LF	($21.00)	$ (3,864.00)	$ (3,864.00)
			SUB TOTAL	$ 47,034.73	**$ 47,034.73**
				Agreed Discoulnt 50%	$ 23,517.37
				TOTAL DUE	**$ 23,517.37**

If you have any questions concerning this invoice, please contact: J. B. Branson, 832-374-1800, jbbranson@teamipr.com

THANK YOU FOR YOUR BUSINESS!

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.F.3.

SUBJECT
Consider authorizing the Interim City Manager to execute a pay estimate to PM Construction & Rehab, LLC, in the amount of $60,525.00 for the Crestdale sanitary sewer improvements

ORIGINATED BY
Dennis Brown, Interim Public Works Director

SUMMARY
This item is also related to the Crestdale sewer line replacement. The charges were accounted for in the original contract / plan. As you'll see in the attached letter from Shield, however, line item 3 (concrete pavement repair) was slightly over estimates. Shield and staff recommend payment of this invoice.

RECOMMENDATION
Approve

ATTACHMENTS

1.	Final Pay Request Line Item 3	Final Pay Request Line Item 3.pdf

SHIELD
ENGINEERING GROUP

June 17, 2021

Mr. Larry Hoover
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

RE: Crestdale Sewer Improvements– Pay Request No. 3

Dear Mr. Hoover:

I hereby recommend payment of the final Pay Request, Number 3, to Inland Pipe Rehabilitation, in the amount of $60,525.00 for sanitary sewer improvements on the above referenced project. All unit prices and the estimate summary are in conformance with the Contract Documents with the exception of the overrun quantity listed below:

- Line Item 3, Concrete Pavement Repair, overran by an additional four (4) square yards. Total installed to date, one-hundred and seventy-seven (177) square yards. Original quantity 173 square yards.

Please call me if you have any questions regarding this estimate for payment.

Sincerely,

Craig H. Barnes

Craig H. Barnes, P.E.
Shield Engineering Group, PLLC

Attachments: Crestdale Sewer Improvements Pay Application 3

PM Construction & Rehab, LLC
131 N. Richey
Pasadena, TX 77506
832-252-4800

Estimate and Certification for Payment

PROJECT: *City of Kennedale, TX -Crestdale Sewer Improvements*

OWNER: *City of Kennedale, TX*
ENGINEER: Shield Engineering Group
Address: 1600 West 7th Street, Suite 200
Fort Worth, TX 76102
ATTN: Craig Barnes

ACE . Project No. Crestdale Sewer Improvements
PM Project No. 907774

ESTIMATE 3
Time Period: 4/1/2019 to 6/1/2019
Date of Estimate: 6/28/2019
Start Date: 4/1/2019
Current Contract Completion Date: 8/15/2019

Current Approved Extensions + or -		days
Previous Approved Extensions + or -		days
Total Contract Time	60	days
Spent Days	134	days
Days Remaining		days

A. Contract Amount to Date:

1. Contract Price:				$369,249.00
2. Approved Change Orders:				
Total Changes to Date:			+ or -	$0.00
		Total Contract Amount:		**$369,249.00**

B. Earnings to Date:

1. Previous Work Completed:	79.32%	Previous Earnings:	$292,877.00
2. Work Completed this Period:	18.21%	Earnings This Period:	$67,250.00
3. Materials on Site:	$0.00		
		Total Earnings:	$360,127.00

C. Reductions:

1. Retainage:	10.00%	of	$360,127.00	-($36,012.70)
			Total Payments Due:	$324,114.30
			Less Previous Payments:	$263,589.30
			Total Amount Due Contractor This Estimate:	**$60,525.00**

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: James Mason Date: 15-Aug-19
Contractor: PM Construction

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Craig H Barnes Date: 6-17-2021
Engineer

SIGN HERE

Approved by: Date:
City

Kennedale, TEXAS
Crestdale Sewer Improvements

Time Period: 4/1/2019 to 8/15/2019
Date of Estimate: 8/15/2019

Estimate No. 3

Bid Item	Description of Work	Qty	Unit	Unit Price	Contract Amount	Work Completed Previous Period Qty	Work Completed Previous Period Earned Value	Work Completed This Period Qty	Work Completed This Period Earned Value	Totals to Date Qty	Totals to Date Earned Value
1	8" Sewer Main by Pipe Burst	3610	LF	42.00	$151,620.00	3666	$153,972.00	0	$0.00	3666	$153,972.00
2	Removal and Dispose of 4' SSMH	9	EA	450.00	$4,050.00	8	$3,600.00	1	$450.00	9	$4,050.00
3	4' Standard SSMH	11	EA	5,850.00	$64,350.00	10	$58,500.00	1	$5,850.00	11	$64,350.00
4	4' Drop SSMH	1	EA	2,750.00	$2,750.00	1	$2,750.00	0	$0.00	1	$2,750.00
5	Vaccum Testing	12	LF	250.00	$3,000.00		$0.00	12	$3,000.00	12	$3,000.00
6	Reconnrct 4" Services with two way cleanout	63	LF	750.00	$47,250.00	56	$42,000.00	0	$0.00	56	$42,000.00
7	4" Seweer service(SDR-35)	730	LF	35.00	$25,550.00	901	$31,535.00	0	$0.00	901	$31,535.00
8	Trench Safety	3610	LF	2.00	$7,220.00	260	$520.00	3350	$6,700.00	3610	$7,220.00
9	Post CCTV Inspection	3610	LF	2.40	$8,664.00		$0.00	3610	$8,664.00	3610	$8,664.00
10	Remove and Replace 6" Curb and Gutter	183	LF	18.00	$3,294.00		$0.00	112	$2,016.00	112	$2,016.00
11	Asphalt Pavement Repair	64	SY	110.00	$7,040.00		$0.00	35.5	$3,905.00	35.5	$3,905.00
12	Concrete Driveway Repair	22	SY	80.00	$1,760.00		$0.00	22	$1,760.00	22	$1,760.00
13	Concrete Pavement Repair	173	SY	105.00	$18,165.00		$0.00	177	$18,585.00	177	$18,585.00
14	Concrete Sidewalk Repair	267	SF	80.00	$21,360.00		$0.00	204	$16,320.00	204	$16,320.00
15	Remove anhd Replace Fence (6'Wood)	76	LF	25.00	$1,900.00		$0.00	0	$0 00	0	$0.00
16	Remove and Replace Fence (4'Chain Link)	58	LF	22.00	$1,276.00		$0.00	0	$0.00	0	$0.00
					$369,249.00						
							$292,877.00		$67,250.00		$360,127.00

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.F.4.

SUBJECT
Consider approval of a Resolution authorizing publication of notice of intention to issue Certificates of Obligation to finance street, sidewalk and related drainage improvements at various locations in the City and the acquisition of public safety vehicles and equipment

ORIGINATED BY
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY
This item originally appeared on the agenda for June 15, 2021, but was not heard at that time. Since, staff has provided the Council with an Informal Staff Report regarding the updated schedule for this potential debt issuance and consequences of approving (or denying) the sale of this $6m in Certificates of Obligation (COs). During a special meeting on Tuesday, July 13, 2021, the Council directed staff to bring this item back for consideration. An updated timeline is attached along with the Notice of Intent presentation.

Mr. Mark McLiney, Senior Managing Director of SAMCO Capital Markets San Antonio Office, will be present to discuss the current outstanding debt, the proposed debt issuance, the timing of such an issuance, and actions required by the Council if staff should proceed as directed.

INFORMATION FROM THE ORIGINAL STAFF REPORT
During the past several months, the Council has reviewed Capital Programming needs including streets, water/wastewater, stormwater drainage, facilities, and various public-safety equipment and apparatus. Additionally, the Council has provided direction regarding the opportunity to fund some of the highest priority projects through the issuance of new debt without the need for any increase in the debt service tax rate. Council's direction has been to issue ~$14 million in new debt over the next three years.

It is expected that at least $6 million in CO debt could be issued in September 2021 and another $8 million in 2024 to fund a small portion of the $90M+ in identified projects. The issuance of such debt is possible without a tax rate increase because of expected growth in property values and the retirement of existing debt.

RECOMMENDATION
Approval of this item only serves to allow for a notice of intent to issue debt to be published and for SAMCO, on behalf of the City, to take the $6m CO issuance to market. Another step will be required of Council (on or about September 21, 2021), which is adoption of an Ordinance authorizing the actual sale of the debt. Because the tax rate calculation and budget development will be based upon Council's action on this preliminary item, the Council should only approve this Resolution if there is a strong general consensus to then also approve the related Ordinance. Staff and consultants will be available to answer questions during the meeting.

Staff would recommend approval of this item and the ultimate debt issuance.

ATTACHMENTS

1.	Reso - Notice of Intention -2021 Kennedale COs-2	2021_07.20 RESOLUTION - Notice of Intent to Issue Debt (CO).pdf
2.	Kennedale COs 2021 Revised 7-15 Draft Timetable	Kennedale COs 2021 Revised 7-15 Draft Timetable.pdf
3.	2021_07.06 ISR - Potential CO Issuance	2021_07.06 ISR - Potential CO Issuance.pdf

RESOLUTION NO. ____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE STREET, SIDEWALK AND RELATED DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY AND THE ACQUISITION OF PUBLIC SAFETY VEHICLES AND EQUIPMENT

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

WHEREAS*,** the City Council of the **CITY OF KENNEDALE, TEXAS** (the "City***") hereby determines that it is necessary and desirable to acquire, construct and equip street, sidewalk and related drainage improvements a various locations in the City and to acquire public safety equipment including a fire truck, an ambulance and related equipment (collectively, the "***Projects***"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of one or more series of "*Combination Tax and Revenue Certificates of Obligation*" issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of *$6,000,000* for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. APPROVAL OF NOTICE OF INTENTION. Attached hereto as *Exhibit A* is a form of the "*Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation,*" the form and substance of which is hereby adopted and approved. The City Manager, City Secretary, and Director of Finance of the City are each authorized to make changes to the Notice as necessary prior to its publication and posting as described in Sections 3 and 4 below.

SECTION 2. DESIGNATION OF SELF-SUPPORTING DEBT. In connection with providing the information contained in the Notice approved in Section 1 above, attached hereto as *Exhibit B* is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for the purposes of Section 271.049(e), Texas Local Government Code.

SECTION 3. PUBLICATION OF NOTICE OF INTENTION IN NEWSPAPER. The City Secretary shall cause the Notice to be published in substantially the form attached hereto in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 4. POSTING OF NOTICE OF INTENTION ON CITY'S WEBSITE. The City Secretary shall further cause the Notice to be posted on the City's internet website beginning at least 45 days before, and continuing through, the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 5. INCORPORATION OF RECITALS. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS AT A REGULAR MEETING ON JULY 20, 2021, AT WHICH MEETING A QUORUM WAS PRESENT.

____
Mayor Linda Rhodes
City of Kennedale, Texas

Attest:

____
City Secretary Leslie E. Galloway
City of Kennedale, Texas

(City Seal)

Signature Page to Notice of Intention Resolution Relating to the Issuance of
City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation

EXHIBIT A

CITY OF KENNEDALE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

The City Council of the City of Kennedale, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed *$6,000,000* for the purpose of paying, in whole or in part, contractual obligations to acquire, construct and equip street, sidewalk and related drainage improvements at various locations in the City and to acquire public safety equipment including a fire truck, an ambulance and related equipment (collectively, the "Projects"), and paying all or a portion of the legal, fiscal, and engineering fees in connection with the Projects and costs of issuance related to such Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues," if any, received by the City from the ownership and operation of the City's municipal waterworks and sewer system. The current principal of all currently outstanding debt obligations of the City is $6,846,675, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is $7,317,938, the estimated combined principal and interest required to pay the proposed Certificates on time and in full is $8,171,500, the estimated interest rate for the proposed Certificates is 3.00%, and the maximum maturity date of the proposed Certificates is February 1, 2041. The prior statements regarding currently outstanding debt obligations of the City do not include debt that the City has designated as self-supporting and payable from revenues other than ad valorem taxes. The City Council proposes to authorize the issuance of such Certificates of Obligation at 5:30 p.m. on Tuesday, September 21, 2021, at a Regular Meeting at the City Hall, City of Kennedale, Texas.

/s/ Brian Johnson
Mayor, City of Kennedale, Texas

EXHIBIT B

DESIGNATION OF SELF-SUPPORTING INDEBTEDNESS SECURED WITH AD VALOREM TAXES

TITLE OF OUTSTANDING OBLIGATIONS	OUTSTANDING PRINCIPAL AMOUNT ($)	AMOUNT DESIGNATED AS SELF-SUPPORTING ($)
General Obligation Refunding Bond, Series 2020A	1,540,000	0
General Obligation Refunding Bond, Series 2020	1,145,000	1,145,000
Tax Notes, Series 2019	1,805,000	0
General Obligation Refunding Bonds, Series 2016	2,500,000	0
Combination Tax and Revenue Certificates of Obligation, Series 2007A	625,000	0
Combination Tax and Revenue Certificates of Obligation, Series 2007	1,130,000	1,130,000
General Obligation Refunding Bonds, Series 2007	610,000	233,325
TOTALS	9,355,000	2,508,325

CERTIFICATE FOR RESOLUTION

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

I, the undersigned City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "***City***"), hereby certify as follows:

1. The City Council of the City (the "***City Council***") convened in Regular Meeting on July 20, 2021, at the designated meeting place (the "***Meeting***"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Linda Rhodes, Mayor
Jan Joplin, Councilmember Place 1
Gary Mitchell, Councilmember, Place 2
Julie Jacobson, Councilmember, Place 3
Place 4 is Vacant at this time
James C..... , Councilmember, Place 5

and all of the officers and members of the City Council were present, except the following absentees: _____ ____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE STREET, SIDEWALK AND RELATED DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY AND THE ACQUISITION OF PUBLIC SAFETY VEHICLES AND EQUIPMENT

(the "***Resolution***") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ________ NOES: ________ ABSTENTIONS: ________

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 20th day of July, 2021.

(SEAL)

____
Leslie E. Galloway
City Secretary, City of Kennedale, Texas

$6,000,000*
CITY OF KENNEDALE, TEXAS (THE "CITY")
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2021 (THE "OBLIGATIONS")

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Proposed Timetable

Tuesday, July 20, 2021	**City Council meets to authorize the Notice of Intention Resolution ("NOI") to issue the Obligations and a Reimbursement Resolution**
Wednesday, July 21, 2021	**City posts NOI to the City's formal internet website (at least 45 days prior to ordinance adoption)**
Monday, July 26, 2021	**First Publication of Notice of Intention published in the City's newspaper (at least 46 days prior to ordinance adoption)**
Friday, July 30, 2021	SAMCO Capital Markets Inc. ("SAMCO") sends the City the Request for Information ("RFI")
Monday, August 2, 2021	**Second Publication of Notice of Intention published in the City's newspaper**
Tuesday, August 10 2021	City returns the RFI to SAMCO
Tuesday, August 17, 2021	First draft of the Notice of Sale ("NOS") and the Preliminary Official Statement ("POS") sent to Bond Counsel and Rating Agency
Tuesday, August 24, 2021	Comments due on the first draft of the NOS/POS
Friday, August 27, 2021	Second draft of NOS/POS sent to City, Bond Counsel and Rating Agency
Week of August 30th, 2021	**Hold Rating Call with the City and Rating Agency**
Thursday, September 9, 2021	Comments due on the second draft of the NOS/POS
Tuesday, September 14, 2021	• Post the NOS/POS to SAMCO website and email link to potential purchasers • Rating due back
Tuesday, September 21, 2021	• **Receive electronic bids for the Certificates (11:00 A.M.) via Internet and the "i-Deal LLC Parity" bidding program** • **City Council meeting to review bids for the Certificates and adopt the Ordinances authorizing and selling the Certificates**
Tuesday, September 28, 2021	Print and distribute Final Official Statement (OS) and post to SAMCO website
Wednesday, October 13, 2021	SAMCO notifies all parties of closing/delivery instructions
Wednesday, October 20, 2021	**Obligations Closing; Funds wired to the City's depository bank**

INFORMAL STAFF REPORT
to the Mayor and City Council

DATE: TUESDALY, JULY 6, 2021

SUBJECT: UPDATE REGARDING POTENTIAL CO ISSUANCE

ORIGINATED BY: LAKEITA SUTTON, DIRECTOR OF FINANCE & IT

As the Council is aware, because formerly issued debt is being paid off, the City can secure $14m in Certificates of Obligation (CO) over the next five years without increasing the I&S (Interest and Sinking) – or "debt service" – portion of the property tax rate. The proposed CO issuances are $6m in 2021 and $8m in 2024. During past meetings, staff presented a prioritized five-year capital project list with $90m in identified needs. Though a "Notice of Intent to Sell" was on your June agenda, the item was not heard.

ELEMENTS OF THE AD VALOREM (PROPERTY) TAX RATE

Maintenance and Operations (M&O)
The portion of the tax rate that supports ongoing General Fund operations

Interest and Sinking (I&S) or Debt Service
The portion of the tax rate that supports payments on debt for general government (not utility) improvements

Total Tax Rate = M&O + I&S

Because three current Councilmembers were not yet elected when some of the preliminary discussions and decisions affecting this proposed debt issuance were made, the purpose of this staff report is to provide the current Council with a summary of the updated timing of the proposed sale as well as potential consequences if this issuance <u>does not occur during FY2021</u>. Typically, the CO process (from publication of the intent to closing) takes ~60 days.

<u>If Council ultimately intends to issue the $6m CO, staff recommends doing so during the current fiscal year</u>. This requires no change in the I&S portion of the tax rate and would prevent further delay of the purchase of a fire engine. If the $6m CO is not issued <u>*prior*</u> to adoption of the tax rate, any similar issuance would be delayed until at least January. <u>By not issuing the COs, the I&S portion of the tax rate would fall by about $0.036399</u>.

If the Council desires to proceed with the CO within the current fiscal year (with that debt to be included with the 2021 tax rate calculation), it is still possible, but the timeline would be tight.

Below is a potential timeline for Council's further consideration of this debt issuance:

Tuesday, July 13	Work Session discussion regarding these potential COs
Tuesday, July 20	Resolution of "Notice of Intent to Sell" on Council's regular meeting agenda
Friday, July 23	If Resolution adopted by the Council: First publication of Notice of Intent to Sell *(Minimum of 46 days prior to the date the CO Ordinance is scheduled to be approved)*
Friday, July 30	Second newspaper publication of Notice of Intent to Sell
Tuesday, August 17	Regular Council Meeting (Work Session discussion, if desired)
Tuesday, September 7	Estimated first possible date for consideration of CO Ordinance
Tuesday, September 21	Regular Council Meeting (FY2022 budget and 2021 tax rate adoption expected)
Thursday, September 30	Last possible day for FY2022 budget and 2021 tax rate adoption

Staff wants to ensure that the current Council is aware of the existing prior commitments related to this debt issuance as well as the potential implications of deciding for or against issuance.

Further Delay of Priority Capital Street Projects

In March of 2020, the previous Council directed staff to move forward with securing the $14m in COs. Since, the following street projects were prioritized by staff and affirmed by Council:

- Beacon Hill Drainage Improvements
- Valley Lane *(photo at right) >>*
- Peggy Lane
- Trent Street Construction
- Linda Road Infrastructure Improvements
- Little Road Extension from Kennedale Parkway to New Hope Road
- Winding Creek Erosion
- New Hope Road right-of-way (ROW) and Reconstruction of Two Lanes
- Shade Structures Throughout the Park System
- Kennedale Sublett Realignment at Kennedale Parkway
- Little Road Extension from Kennedale Parkway to New Hope Road

During the March 16 meeting, Council also directed staff to submit the following projects to the Tarrant County Transportation Bond Program for consideration[i]:

Little School Road Extension	$ 13,884,000
Kennedale Sublett Realignment	9,634,608
Collett Sublett Road	2,244,880
Valley Lane Erosion *(photo at right) >>*	1,853,230
TOTAL	$ 27,616,718

The City would pay for any accepted project(s) up front and then be reimbursed afterwards. The City currently has less than $2m available for Capital Street Projects (of which more than $1m is earmarked). **If the City does not move forward with the $6m CO (followed by the $8m in 2024), the application becomes annulled due to lack of funding.**

General Fund Balance Draw Down of $254,040 for Ambulance Purchase

During Council meetings in February, March, and April of 2021, Council discussed and approved the purchase of an ambulance to be funded by the $6m CO. Staff has ordered the ambulance.
If the CO is not issued, the General Fund balance will be drawn down by $254,040.

Loss of ~ $165,000 in Secured Grant Funding Towards a Fire Engine

As the Council is aware, the City's vehicle replacement policy calls for engines to be in frontline service for 10 years, followed by 10 years in reserve. Our frontline engine is now 11 years old.

During their October 20, 2020 meeting, the Council discussed funding a fire engine with the $6m CO issuance (with this portion of the debt structured to reflect the ten-year service life of the apparatus). Following the February 23 meeting, it was the consensus of the Council to prioritize the purchase of both a fire engine and an ambulance in the CO issuance tentatively scheduled for August 2021 and staff moved forward with preliminary work to order the items.

Chief Brown applied for (and was notified in April that the City had received) a grant through the North Central Texas Council of Governments (NCTCOG) that would reimburse up to 25% (of eligible costs) of the purchase price of a new fire truck. Chief Brown and I attended a grant kickoff meeting in April and the City Attorney is currently reviewing a contract for acceptance of this grant funding. The acceptance document has not yet been signed as staff is currently unable to guarantee that local funding will be available for this purchase.

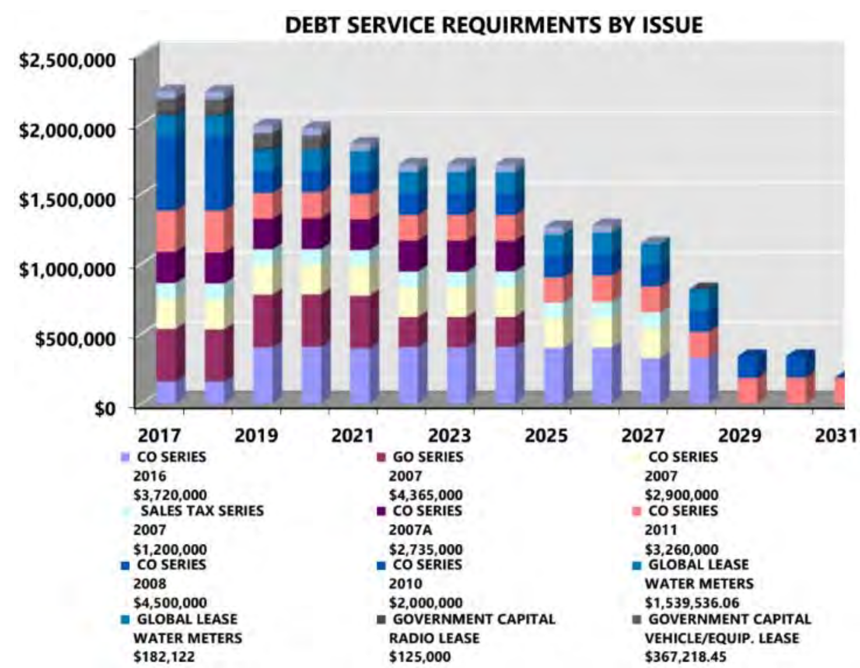
If the $6m CO is not issued in FY2021, it is expected that this grant award (of ~$165,000) will be forfeited. It is also possible that future grant applications to NCTCOG will not be viewed as favorably. And, of course, the replacement of the fire engine will be further delayed.

Tax Rate Implications

As mentioned, the "Notice of Intent to Sell" appeared on the June 15 agenda but was not heard. Therefore, the scheduling of the sale has been affected. Staff would not typically approach the Council with a debt issuance with such tight timing. If the Council does decide to proceed with the issuance, there are considerations and potential issues.

First, the debt must be issued *prior* to the City setting the tax rate. Again, it typically takes about 60 days from the publication date to closing of the sale for this type of debt. The dates on the second page of this report show the small margin of error that this timing allows.

If the Council does choose to proceed with the issuance of the proposed $6m in COs for inclusion in the 2021 tax rate calculation, staff can work with the Bond Counsel to provide a payment schedule of the debt prior to the actual sale. However, the formal setting of the tax rate would have to be done *after* the sale of the bonds. Although it would be tight timeline, we may still have the option of securing this $6m in debt prior to setting our 2021 tax rate.



Staff is aware that the Council is committed to being good financial stewards for the community and, therefore, did not want to allow the potential loss of, in particular, this grant money without full explanation. However, staff also understands that the Council has many considerations when deciding upon an item as complicated and nuanced as debt issuance and property taxes.

The City's current I&S rate is $0.191399. Acquiring the $6m in COs during this current fiscal year would keep that portion of the rate flat, but *only if it is acquired prior to setting the tax rate* (which *must* occur no later than September 30 but would be expected to happen during the September 21 regular meeting). **Not acquiring the $6m would, instead, cause the I&S rate to drop from $0.191399 to approximately $0.155000 (a decrease of $0.036399).**

If the Council indicates an intent to proceed (by the passing of a "Resolution of Intent to Sell" during the July 20 meeting), all budget discussions and planning will be based on a tax rate *including* the new $6m debt. Further, the City's tax rate notices will also be based on the assumed issuance. If staff plans for this debt in the 2021 tax rate calculation (which is included in those public notices) and the debt is not actually issued, the public tax rate notices will be annulled.

Of course, if Council does not pass the "Resolution of Intent to Sell" during the July 20 regular meeting, upcoming budget development and discussions will be based on the assumption that this debt will *not* be issued.

Staff Recommendation

Again, the purpose of this report is to ensure that the Council is aware of the projects that are dependent upon this CO issuance as well as the potential implications of issuing this debt on such a tight timeline or choosing not to issue the debt during this fiscal year.

Though staff is aware that three of the current Councilmembers were not yet elected to the Council at the time many of the above outlined decisions were made, staff would respectfully recommend that the current Council consider taking the necessary steps, as planned, to secure the $6m CO debt during the current fiscal year. Again, this issuance would result in no change to the I&S portion of the tax rate, would allow for the critical purchase of a new fire engine (while reducing the City's liability by an estimated $165,000 in already-secured grant funding), and would prevent the new ambulance (already under contract) from necessitating a $254,040 drawdown of the General Fund reserves. Further, it could provide the necessary funding to take advantage of a potential 50% Tarrant County match on those programs submitted to the bond program, including the critical erosion stabilization needed on Valley Lane[ii]. Of course, the projects would have to be selected for participation *and* Tarrant County voters would have to vote to approve the bond package.

Though staff does recommend securing the $6m debt prior to setting the 2021 tax rate, the Council should **only** move forward (by passing the "Resolution of Intent to Sell" on July 20) if there is a strong consensus to also adopt the Ordinance in September necessary to actually secure the $6m CO. Planning to secure the debt and not following through would, as mentioned, null the City's tax rate noticing and budget discussions during the coming months.

Bond Counsel is not available during special meeting on July 13, but a discussion item will appear on that agenda and staff will be available to answer questions from the Council. Staff is currently coordinating with Bond Counsel regarding attendance (either in-person or, perhaps, virtually) for the regular meeting on July 20, if Council indicates a desire to move forward with this issuance during the current fiscal year.

We will, of course, keep you informed of any updates regarding this report and welcome Council's questions both before and during these upcoming meetings.

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT FINANCE DIRECTOR LAKEITA SUTTON AT 817-985-2110 OR EMAIL LSUTTON@CITYOFKENNEDALE.COM.

[i] *As expected by Mayor Pro Tem Rhodes, the project committee is now requesting a priority ranking for submitted projects. An item for discussion of this ranking is expected to appear on the Council's July 13 agenda (before the next committee meeting on July 15). Staff informed the County that (regarding shovel-ready status) that Collett Sublett is ready to break ground; that Valley Lane could be ready soon; but that plans nor engineering exist for the Kennedale Sublett realignment nor the extension of Little. Therefore, these more costly projects (assuming inclusion in the bond program and local funding availability) could not break ground before 2024 – at the absolute earliest.*

[ii] *At the recommendations of Shield – the City's engineering firm – staff recently submitted an "Intent to Apply" form to the Texas Water Development Board (TWDB) for Valley Lane funding. This does not commit City funding for this project but does allow Valley to remain in the consideration process for a program that could serve as an alternative – or even an additional – 50% match. Though it can in no way be expected to happen, if the City were fortunate enough for Valley to qualify for funding both via the Tarrant County Transportation Bond Program and the TWDB Flood Infrastructure Fund, the project could be completed at minimal cost to the City. We are currently ranked sixth in the TWDB consideration process.*

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM III.G.

SUBJECT
PUBLIC HEARINGS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation, and Karmali Holdings, Inc.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.2.

SUBJECT
City of Kennedale v. James Coyel

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.3.

SUBJECT
Kennedale TownCenter agreements and assessments

ORIGINATED BY
George Campbell

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.4.

SUBJECT
800 W Kennedale Parkway

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.5.

SUBJECT
Separation Agreement with George Campbell

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.6.

SUBJECT
Salvage yards and special exception/special use permits

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

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

SUBJECT
Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation, and Karmali Holdings, Inc.

ORIGINATED BY
Leslie E. Galloway, Temporary Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.B.2.

SUBJECT
5412 Kennedale Street

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	CONFIDENTIAL STAFF REPORT	Staff Report 5412 - CONFIDENTIAL.docx

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.1.

SUBJECT
City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.2.

SUBJECT
Public Works Director

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.3.

SUBJECT
Community Development Director

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SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.4.

SUBJECT
City Council Place 4

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SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

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MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.D.1.

SUBJECT
Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation, and Karmali Holdings, Inc.

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SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JULY 20, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.D.2.

SUBJECT
Kennedale TownCenter

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS