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KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | AUGUST 16, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

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THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT

I. CALL TO ORDER

To address the Kennedale 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 Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the meeting to seek legal advice from the City Attorney on any item posted on the agenda.

A. ROLL CALL

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS
"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

II. EXECUTIVE SESSION

The Kennedale City Council reserves the right to meet in Executive (Closed) Session at any time during the 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. Hammack Creek
2. Alta 287

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

C. ***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):*

D. ***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. Update from City Attorney on city business
2. City Secretary

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

IV. WORK SESSION

A. Discussion and/or requests for clarification of items listed on the agenda

B. Any clarifications or updates to the FY 2022-2023 Budget

C. Safe Routes to School (SRTS) update and discussion

V. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff 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 members of the Kennedale City Council
2. Updates from the Mayor
3. Updates from the City Manager
4. Financial Reports for the City

B. VISITOR AND CITIZEN FORUM

At this time, any person may address the Kennedale City Council about items not on the agenda. Rules and procedures for addressing the Kennedale City 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 Kennedale City Council considers that item.

C. PUBLIC HEARING

1. **CASE # PZ 22-10** to conduct a Public Hearing receive comments and consider action on a request for a zoning change from AG Agricultural to PD Planned Development for approximately 18.2 acres being part of tract 11 of the Oliver Acres Addition, part of lots 6 and 7 in the J.M. Estes Home Tracts, located at 1106 Kennedale Sublet Road, City of Kennedale, Tarrant County, Texas
2. Conduct a Public Hearing and consider approval of a Resolution authorizing funding participation with the Texas Water Development Board through their Flood Infrastructure Fund program to assist with funding for roughly 1900 linear feet of streambank stabilization along Valley Lane

D. CONSENT AGENDA

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. Approval of the minutes from the July 19, 2022 Regular Meeting

2. Consider approval of Increased Fees under Interlocal Agreement between City of Fort Worth and the City of Kennedale for Rabies Control

3. ATMOS Mid-Tex 2022 RRM Filing

4. Approval of Contract for Tarrant County Continue as the Tax Collector for the City of Kennedale.

5. Consider approval of a Resolution accepting AFA Agreement with TxDOT for Safe Route to Schools (SRTS)

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

1. Resolution to appoint Escrow Agent for a $432k grant from the Texas Water Development Board for the Valley Lane Project

2. Consider approval of a recommendation from the Planning and Zoning Commission to approve a zoning change from AG Agricultural to PD Planned Development for approximately 18.2acres being part of tract 11 of the Oliver Acres Addition, part of lots 6 and 7 in the J.M. Estes Home Tracts, located at 1106 Kennedale Sublet Road, City of Kennedale, Tarrant County Texas.

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE AUGUST 16, 2022 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.

ROSIE Q. ERICSSON, SECRETARY

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.

SUBJECT
Discussion and/or requests for clarification of items listed on the agenda

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.B.

SUBJECT
Any clarifications or updates to the FY 2022-2023 Budget

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.C.

SUBJECT
Safe Routes to School (SRTS) update and discussion

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.1.

SUBJECT
Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.2.

SUBJECT
Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.3.

SUBJECT
Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

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

SUBJECT: Financial Reports for the City

ORIGINATED BY: Finance Director Anne LaMere

SUMMARY: Financials will be distributed before the meeting. Not available at the time of posting.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: REGULAR SESSION ITEM V.C.

SUBJECT
PUBLIC HEARING

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

KENNEDALE
Planning and Zoning Commission
www.cityofkennedale.com

STAFF REPORT TO THE PLANNING & ZONING COMMISION

Date: August 11, 2022
Agenda Item No:

I. SUBJECT

CASE # PZ 22-xx Conduct a public hearing and consider a zoning change from AG Agricultural to PD Planned Development for approximately 18.2 acres being part of tract 11 of the Oliver Acres Addition, part of lots 6 and 7 in the J.M. Estes Home Tracts, located at 1106 Kennedale Sublet Road, City of Kennedale, Tarrant County, Texas

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	from AG Agricultural to PD Planned Development
Applicant	Skorburg Company (John Arnold)
Location	1102 Kennedale Sublet Rd.
Surrounding Uses	Undeveloped and Residential
Surrounding Zoning	North: “AG” Agricultural “R2” & “R3” Residential East: “PD” Planned Development (Magnolia Hills) South: “AG” Agricultural & “PD” Planned Development (Vineyards) West: “AG” Agricultural
Future Land Use Plan Designation	Neighborhoods
Staff Recommendation	Approve

CURRENT ST ATUS OF PROPERTY

The subject property is approximately 18.2 acres and is currently undeveloped.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The subject property is located south of Kennedale Sublett Road and directly west of the existing Magnolia Hills subdivision. The existing Vineyard Addition is to the southwest. The areas to the north and west consists of existing single-family houses situated on large agricultural lots.

STAFF REVIEW

LAND USE COMPATIABLITY

The applicant is requesting to rezone the subject property to "PD" Planned Development in order to continue to develop in part with the existing Magnolia Hills single-family residential. All surrounding property is currently zoned for single-family residential and agricultural use. The proposed development would connect with the existing single-family subdivision Magnolia Hills to the east.

The proposed zoning is compatible with the surrounding uses.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan designates the subject property as Neighborhoods on the Future Land Use Map. Unless the City intends for this area to remain as undeveloped preserve land or agricultural uses, then the Future Land Use Plan designation would need to be modified. In order to accommodate the current proposal, a designation of Single Family Residential would be required in order to accommodate a PD with a base zoning of "R4" Single Family Residential.

The proposed zoning is consistent with the Comprehensive plan

RELATED GOALS FROM THE COMPHREHENSIVE LAND USE PLAN

Principle 2: Economic Prosperity. Promote Access to Housing.

Providing housing options for people of varying financial means and residential preferences.
Provide the regulatory framework and developer support to provide quality housing for residents.
Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.

CITY COUNCIL ENDS STATEMENTS AND GOALS

- Well-planned community based on principles of connected city, economic prosperity, and a thriving community.

SUMMARY

The current plan indicates for all residential lots to exceed the minimum spatial requirements for "R4" Single-Family residential. A total of 72 residential lots are proposed in the 18.2-acre development with portions of the site are to be preserved as open space. As per the Unified Development Code for "PD" Planned Developments an approved site plan will be required.

There have been concerns with the existing ponds as being jurisdictional waters as well negatively impacting underground aquifers. Through an environmental assessment obtain by the developer, the existing ponds were determined not to be either jurisdictional waters or impacting aquifers.

STAFF RECOMMENDATION

The applicant's request for a zoning change to "PD" Planned Development with a base zoning district of "R4" Single-Family Residential, is compatible with the existing land use and is consistent with the current Comprehension Plan, therefore staff has recommended approval.

Land Use Compatibility:	Requested change ***is compatible.***
Comprehensive Plan Consistency:	Requested change ***is consistent.***
Staff Recommendation:	Approve

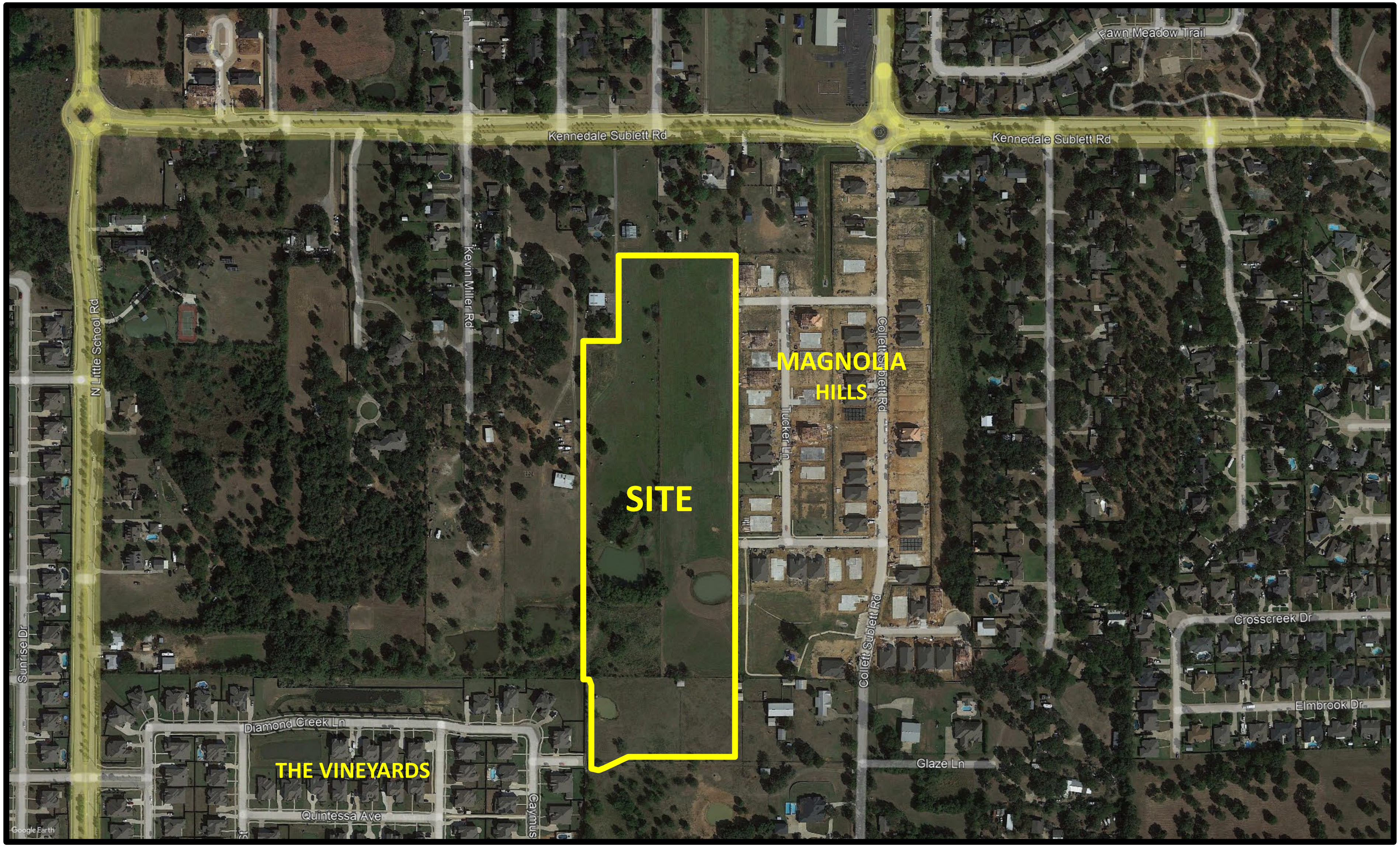
ACTION BY THE PLANNING & ZONING COMMISION

The Planning & Zoning may approval or deny the request for a zoning change.

Approval: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.

Deny: Based on the information presented, I find that the proposed use does not meet the standards or requirements (list the standards or requirements) and make a motion to deny the request.

1106 KENNEDALE SUBLETT RD
AERIAL



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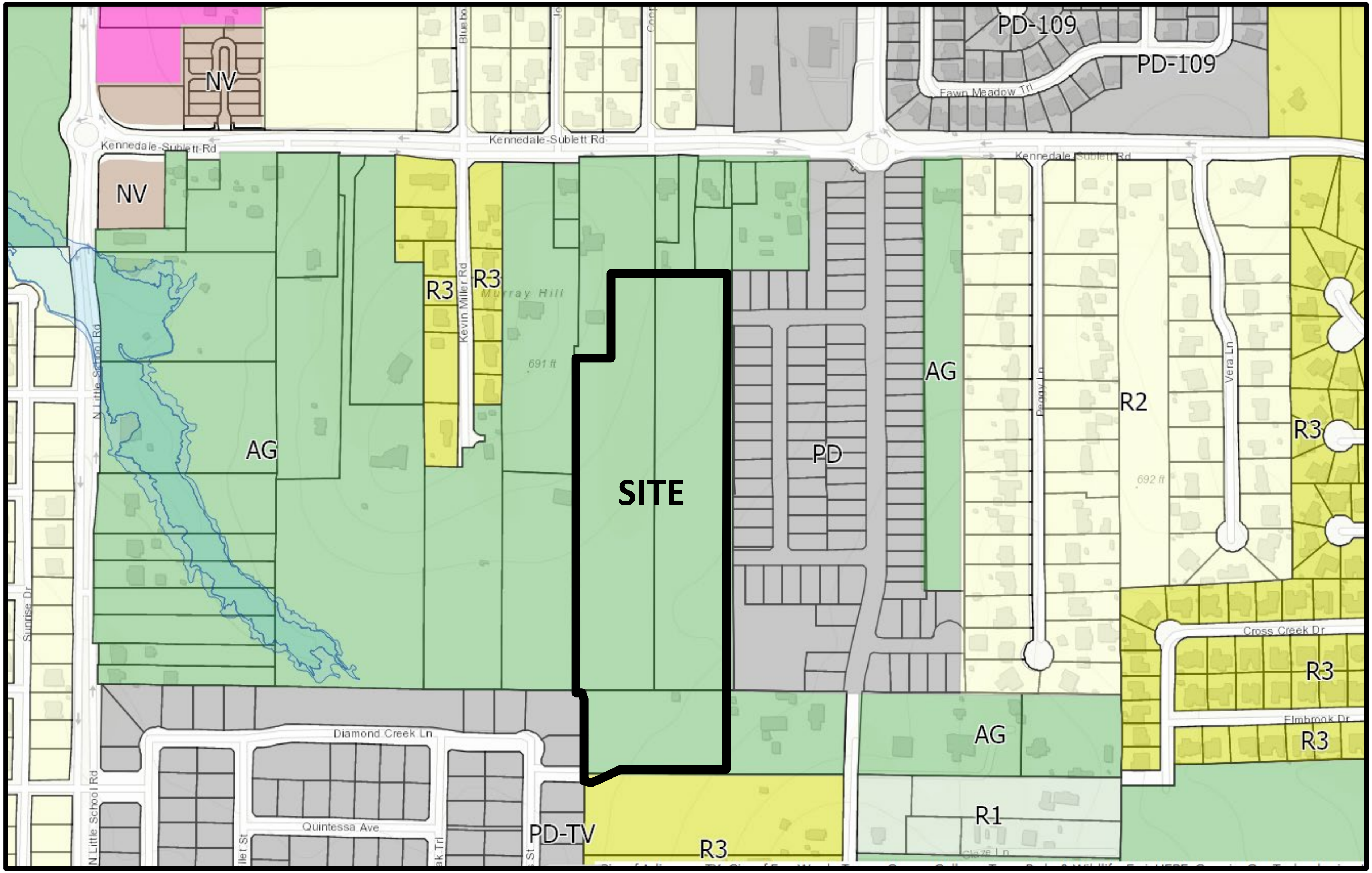
1106 KENNEDALE SUBLETT RD
ZONING MAP



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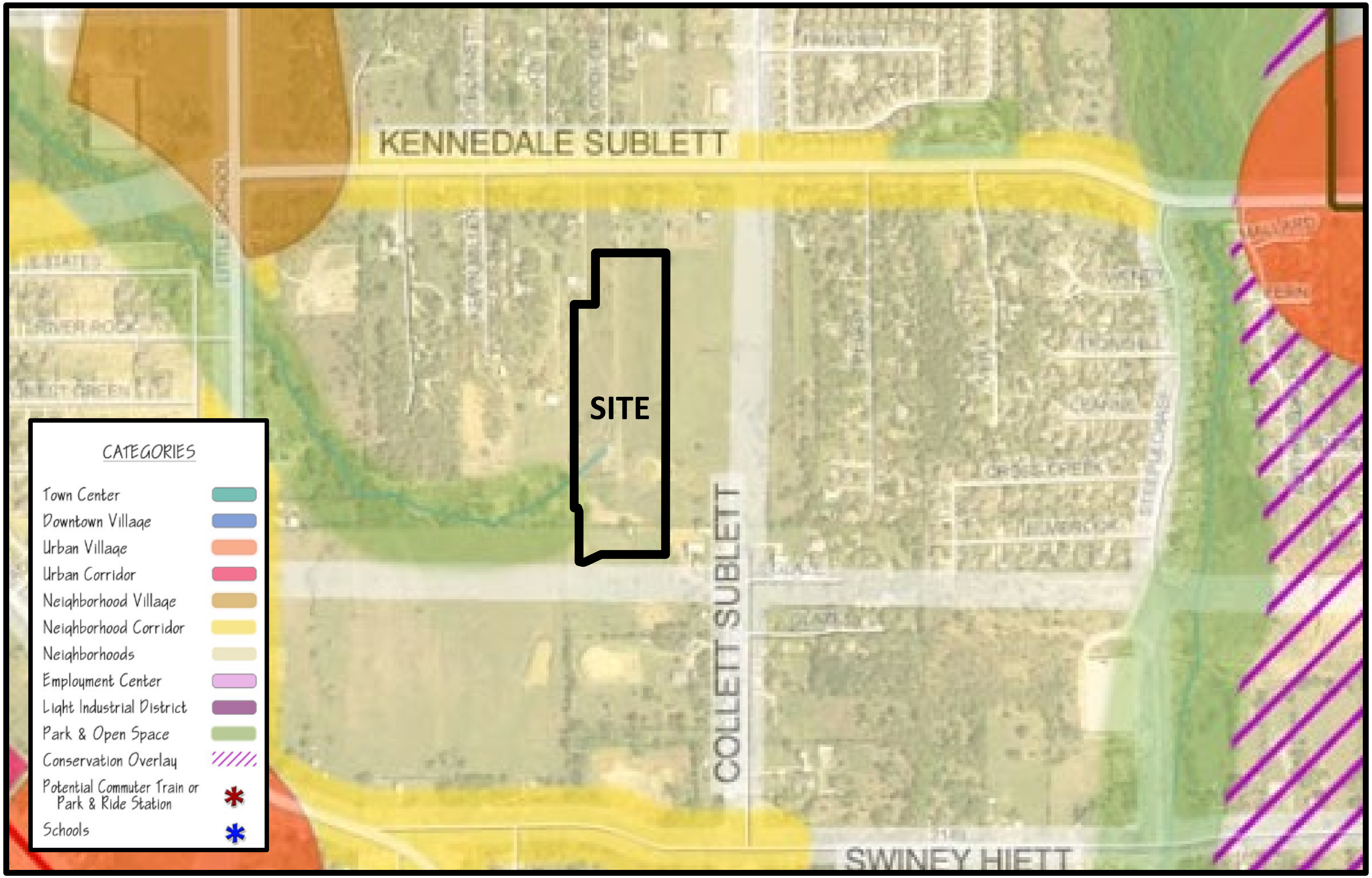
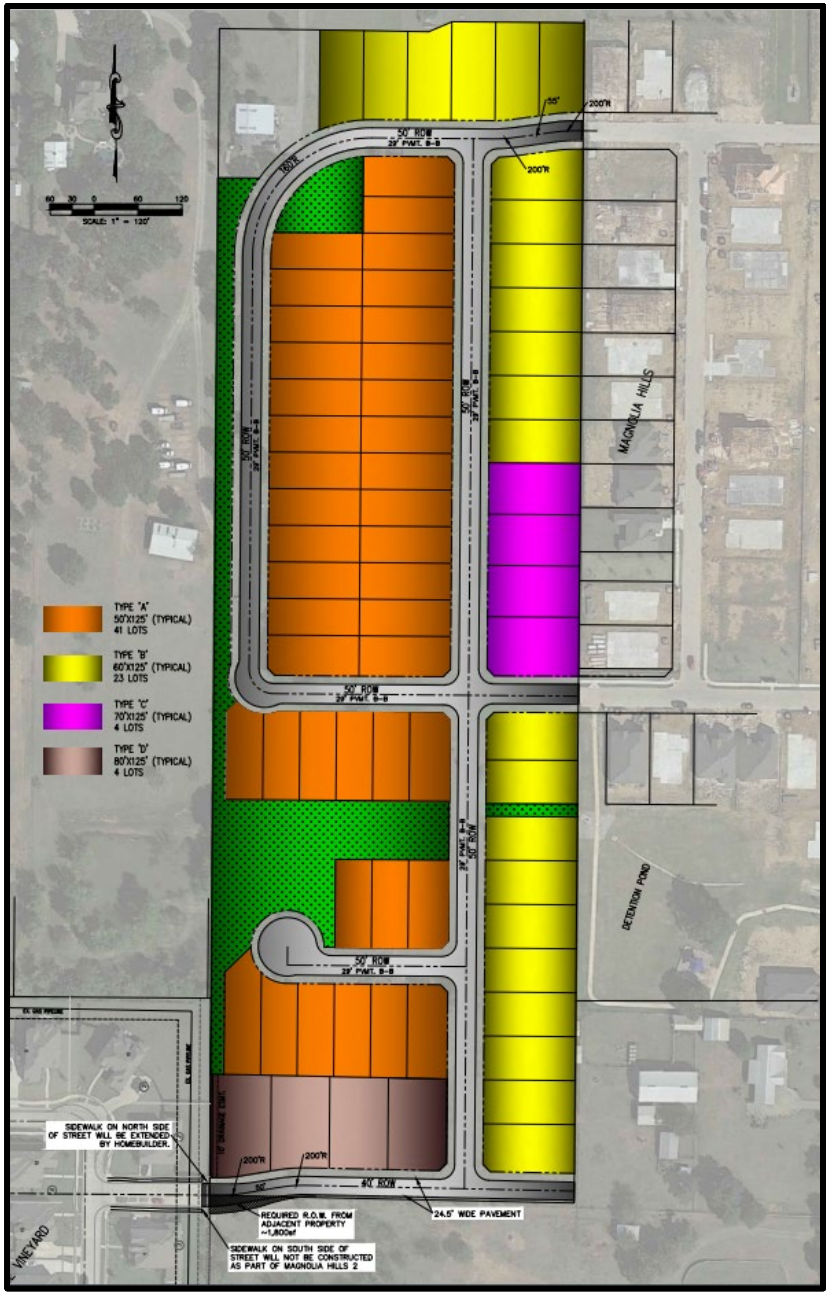
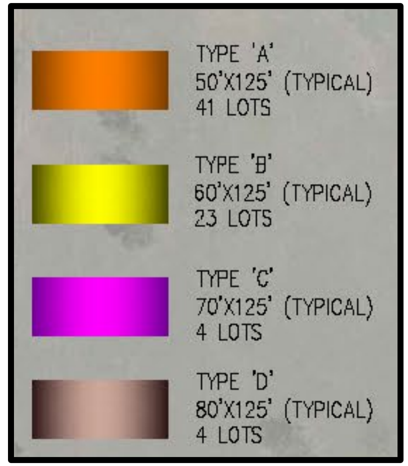
1106 KENNEDALE SUBLETT RD.
FUTURE LAND USE



1106 KENNEDALE SUBLETT RD.





72 Residential Lots

- Consist of both R3 & R4 Lots

Per Sec. 9.2 "Qualifying Conditions"

1. Provision of Open Space
2. Efficient Consolidation of poorly dimensioned parcels
3. Transition between higher and lower density uses
4. Shared vehicular & pedestrian access
5. Mitigation to offset impacts of public infrastructure.

RESIDENTIAL SPATIAL REQUIREMENTS

Table 3.3 Spatial Requirements: Agricultural and Residential Districts							
Requirement		AG	R-1	R-2	R-3	R-4	D
	Lots						
Min. Area (s.f.)	Sewer	43,560	21,780	15,000	8,750	5,000	8,750
	Septic	43,560	43,560	43,560	43,560	43,560	43,560
Max. Density (units per acre)		-	-	-	-	-	-
Min. Width (ft.)		80	100	100	80	50	70
Min. Depth (ft.)		125	125	125	100	100	125
Max Impervious (%)		50	50	50	50	50	50
	Setbacks						
Min. Front (ft.)[1]	Primary	50	50	40	230	20	30
	Secondary	20	20	20	15	15	15
Min. Side (ft.)	Total[2]	30	30	30	20	5	16
	Least	10	10	10	8	2	8
Min. Rear (ft.)[3]		45	30	30	15	15	15
	Principal Buildings						
Max. Height (ft.)		50	50	40	40	40	35
Max. Stories (number)		2.5	2.5	2.5	2.5	2.5	2.5
Min. GFA (s.f.)		1,500	1,500	1,500	1,250	1,000/ unit	1,000/ unit
Min. Multi-Family Bedroom Area (s.f.)[4]	Efficiency	-	-	-	-	-	-
	One BR	-	-	-	-	-	-
	Two BR	-	-	-	-	-	-
	Three BR	-	-	-	-	-	-
Min. Masonry (%)		80	80	80	80	80	80
	Accessory Buildings (100 s.f. +)						
Max. Number		-	3	2	1	1	2
Max. Size (% of rear yard)		20	10	10	10	10	10
Max. Height (ft.)		-	15	15	15	15	15
Max. Stories (number)		1	1	1	1	1	1
Min. Side Street Setback (ft.)		-	-	-	-	-	-
Min. Side Setback (ft.)		8	8	8	8	8	8
Min. Rear Setback (ft.)		8	8	8	8	8	8
Min. Setback from Principal (ft.)		5	5	5	5	5	5

UDC REQUIREMENTS

Table 2: Lot Dimensional Requirements

Lot Type (see Concept Plan) ▶	*A*	*B*	*C*	*D*
Minimum Lot Width/Frontage [1]	50′	60′	70′	80′
Minimum Lot Depth	120′	120′	120′	120′
Minimum Lot Area	6,000 SF	7,200 SF	8,400 SF	9,600 SF
Minimum Front Yard Setback [2]	20′	20′	20′	20′
Minimum Side Yard Setback	5′	5′	5′	5′
Minimum Side Yard Setback (Adjacent to a Street)	10′	10′	10′	10′
Minimum Length of Driveway Pavement	20′	20′	20′	20′
Maximum Height	40′	40′	40′	40′
Minimum Rear Yard Setback	10′	10′	10′	10′
Minimum Area/Dwelling Unit (SF)	1,800 SF	1,800 SF	1,800 SF	1,800 SF
Maximum Lot Coverage	65%	65%	65%	65%

PROPOSED "PD"

All lots exceed the minimum R4 & R3 requirements

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.1.

SUBJECT
Approval of the minutes from the July 19, 2022 Regular Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | JULY 19, 2022 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

Mayor Hollis Matthews called the meeting to order at 5:31 p.m.

A. ROLL CALL

PRESENT: Mayor Hollis Matthews; Mayor Pro Tem Jan Joplin, Place 1; Kenneth Michels, Place 3; Austin Degenhart, Place 4; James Connor, Place 5. **ABSENT:** Gary Mitchell, Place 2. ***Staff:*** *City Manager Darrell Hull; Director of Human Resources and Administrative Services Caroline Green, Police Chief Mike Holguin, Fire Chief James Brown, Finance Director Anne LaMere, Library Director Elizabeth Partridge, Administrative Assistant Rosie Ericson , City Attorney Carvan Akins TOASE Consultant: Chance LeBlanc Dunaway.*

II. WORK SESSION

A. WORK SESSION REPORTS

There were no work sessions reports.

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

City Manager Darrell Hull asked to discard items E6 and E7 for lack of information on the Public Hearing information is incorrect.

C. DISCUSS FY 22-23 BUDGET

Finance Director Anne LaMere addressed the council regarding the Budget Calendar and advise them that there will be two budget public hearings. September 6 2022 and September 13, 2022. Councilmember Connor suggested that we have a total of three public hearings to make sure the citizen understand where their tax dollars are going. No date was set at this time. Meetings will begin at 5:30 p.m.

III. REGULAR SESSION

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

City Manager Darrell Hull did the invocation. Fire Chief Brown led the pledges of allegiance.

B. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff 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 members of the Kennedale City Council

   Mayor Pro Tem Jan Joplin updated everyone on the successful Diamond Jubilee celebration. The Senior Center will hold a town hall meeting on July 29th. Justin Walker is doing a food drive for KISD, First Methodist Church is also holding a quarter auction benefiting the Irene Sargent Community Center
   Councilmember Michels attended the Chamber Luncheon and of course attended the Jubilee Celebration; and took second place in the pie eating contest, he also thanked Kim Courtney with the KKB she got the flower beds together and in shape for the jubilee.
   Councilmember Austin announce the birth of their second child at the end of June.
   Councilmember Connor also attended the Jubilee celebration and acknowledged a list of sponsors that help make the Jubilee a success. In addition, Councilmember Connor attended the Texas Haunters in Mesquite TX.

   Updates from the Mayor

   Mayor Matthews shared that Gary Mitchell Councilmember 2 is not in attendance tonight as his dog is very ill. Mayor Matthew also meet with Deborah Peoples who is running for Tarrant County Judge. The Mayor also met with Councilmember Degenhart since our last meeting.

2. Updates from the City Manager

   City Manager Darrell Hull acknowledged and appreciate all the people who made the Jubilee successful and pointed out Jeff Nevarez who Chaired the event. At this time Jeff Nevarez presented to the Council a replica of the Jubilee poster and asked them all to sign it. It will be displayed at City Hall.

   Darrell Hull updated the Council on the overlaying street work will begin in about 6 weeks; starting with Corry Edwards. Darrell stated that we are still trying to get updates on the when the New Hope road closure will begin as TxDOT does a bridge replacement; the City is working on getting an exemption for our Public Safety to be able to pass through. Darrell also introduced Mike Holguin as our new Chief of Police. Gave an overview of his resume and purpose; shared Chief Browns resume and purpose.

3. Financial Reports for the City and/or the EDC

   Finance Director gave an overview of the City financials. She stated the finances are healthy including the Economic Development Corporation. The outstanding debt was addressed as well as Councilmember Connor concern if we will revenue target. Anne assured him we will. She also gave a variance analysis over the General Fund. Councilmember Connor also thanked Anne for the clean and transparent update. The Council is very pleased.

C. VISITOR AND CITIZEN FORUM

Roy Stott, 1260 Elmbrook Drive, Kennedale 76060, spoke regarding his concerns about the Alta 287 apartments that are being built and violations they have received. Water runoff is not proper and a dumpster has no cover or enclosure. He stated that the previous administration did not have anyone overseeing the project and inspections. He would like the City to step up and start overseeing the project and ensure the developer is following our UDC code.

Jonathan Scheffrahn 500 Steeplechase Trail, Kennedale 76060 spoke regarding his concerns about the code violations and coherence with the Kennedale UDC code. Their HOA recently meet regarding this.

Sara Johnson 700 Crestview Drive, Kennedale 76060 announced new hours for the Senior Outreach Kennedale. She also stated if anyone cannot make those times she can deliver. In addition, she will be holding a garage sale to assist three families in Kennedale with medical bills. In addition, Ms. Johnson spoke about needing fans and air conditions for families in Kennedale that have no A/C. Constable Lee donated 4 window a/c units.

Tamiko Sargent 905 Shady Oaks Drive., Kennedale, 76060 stated how happy she is that we have a strong government and City Council. She gave a handout to each member regarding the Architectural/Engineering Proposal for the New Community Center that will be named Irene Sargent Community Center asked that the City and members consider contributing to the fund to make this a reality. Ms. Sargent stated that the Juneteenth celebration was self-funded and with a growing African American community that is here in Kennedale she is asking for the City to contribute.

Derrick Kelly 110 Peachtree Court, Kennedale, 76060 spoke on behalf of the Kennedale Youth Association. He was voted in as president this past February and has served in the City of Kennedale for 10 years and is known as Coach Derrick. Currently there are 200 plus participants in the Youth Association and the board has the task of building a strong community for the Youth and connecting the kids to the community and not just for sports. The Youth Association participated in the Diamond Jubilee and hosts a monthly dinner at the First United Methodist church.

Allen Jaworski 207 W. Broadway, Kennedale, 76060 spoke about the condition of the roads especially Broadway. Also, he stated that the City needs to get ahold of our homeless population it is out of control.

D.

CONSENT AGENDA

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. Approval of the minutes from the June 21, 2022 regular meeting

   Motion To Approve **Action** Approve the minutes from the July 19, 2022 regular city council meeting. Moved By Connor Seconded By Degenhart. **Motion passes unanimously**.

2. Increase in Fire Truck Repair Cost from $36,029.19 (approved by Council in May) to $39,696.67

   Motion To Approve **Action** Approve the increase in Fire Truck Repair Cost from 36,029.19 to $39,696.67. **Motion passes unanimously.**

3. Oncor Rate Case approval of Steering Committee Resolution

   City Attorney Carvan Akins made comments (inaudible)

   After further discussion the rate case. **Motion To** Approve. **Action** Approve the Oncor Steering Committee Resolution. **Moved By**: Degenhart **Seconded By** Connor**. Motion passes unanimously.**

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

1. City Investment Report & Consideration of Policy Amendment's

   Finance Director Anne LaMere stated they we are required to review our investment policy yearly. Resolution 608 amending the Investment Policy with the followomg changes. Approval of Mayor Hollis and City Manager Hull as check signers; approval of City Manager Hull, Finance Director LaMere, and Accountant Sherman as investment signatories; open brokerage account with Frost Bank. Approval to close the TexStar account and move all funds to the newly opened Frost Bank account; move an amount that would total $8M (to include TexStar balance) from TexPool to Frost Bank. Purchase $8M in US Treasuries - $4M six month and $4M 1 year. Open a TexPool Prime account. Move ½ of the remaining TexPool balance into the TexPool Prime account.

   Motion To Approve. **Action** Approve the suggested changes noted above to the City Investment Report & Consideration of Policy Amendment Resolution 608. **Moved By**: Connor **Seconded By:** Degenhart. **Motion passes unanimously.**

2. Professional Services Agreement between Freese and Nichols and City of Kennedale

   Motion To Approve **Action** Approve Motion the Services Agreement with Freese and Nichols pursuant to the changes discussed by Councilmember Degenhart and City Attorney Carvan Adkins. **Moved By** Degenhart **Seconded By** Michels. **Motion passes unanimously.**

3. Approval of Spectrum Fiber Contract

   Motion to Approve. Action Approve the Spectrum Service Contract Moved By Connor Seconded By Michels. Motion passes unanimously.

4. Approval of extension of Strong Roots Landscaping Contract through September 30, 2022

   Motion To Approve **Action** Approve the extension of Strong Roots Landscaping Contract through September 30, 2022 **Moved By:** Connor **Seconded By:** Joplin. **Motion passes unanimously.**

5. City Manager Contract

   Motion To Approve **Action** Approve the City Manager Contract between City of Kennedale and Darrell Hull **Moved By** Michels **Seconded By** Joplin. **Motion passes unanimously.**

6. Conduct a Public Hearing and consider approval of a Resolution, authorizing funding participation with Tarrant County Community Development and Housing for the Community Development Block Grant -Cares Act (CDBG-CV) Project for the replacement of roughly 450 linear feet of asbestos concrete water main, valves, and services.

7. Resolution to appoint Escrow Agent for a $432k grant from the Texas Water Development Board for the Valley Lane Project

   Items E6 and E7 were removed from consideration.

IV. EXECUTIVE SESSION

The Kennedale City Council reserves the right to meet in Executive (Closed) Session at any time during the meeting pursuant to the below cited sections of the Texas Government Code:

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

B. ***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):*

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 Secretary

D. ***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:

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

Executive Session was not held. No discussion.

VI. ADJOURNMENT

VII.

Motion to Adjourn. **Action** Adjourn. **Motion By** Connor **Seconded By** Joplin. **Motion passes unanimously.**

Mayor Matthews adjourned the meeting at 7:42 p.m.

APPOVED **ATTEST:**

MAYOR HOLLIS MATTHEWS **ADMINISTRATIVE ASSISTANT ROSIE ERICSON**

KENNEDALE
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www.cityofkennedale.com

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: V.D.2.

SUBJECT
Consider approval of Increased Fees under Interlocal Agreement between City of Fort Worth and the City of Kennedale for Rabies Control

ORIGINATED BY
Tommy Williams, Police Chief

SUMMARY
This is the annual contract from the City of Fort Worth for the impoundment of seized and stray animals as well as other services.

RECOMMENDATION
Approve

ATTACHMENTS

1.	2017 Rabies Control Contract	2017+Rabies+Control+ILA.pdf

FORT WORTH

June 13, 2022

Hollis C. Matthews
Mayor
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

JUL 14 2022
Received

VIA CERTIFIED MAIL 7013 2630 0001 4667 2286

Re: Notice of Increased Fees under Interlocal Agreement between City of Fort Worth and the City of Kennedale for Rabies Control.

Dear Mayor Hollis C. Johnson:

City of Fort Worth ("Fort Worth") currently provides the City of Kennedale ("Kennedale") limited rabies control services, impoundment for dogs, and quarantine facilities for animals under an Interlocal agreement ("ILA"). On or about October 1, 2021, Fort Worth and Kennedale renewed and amended the ILA, City Secretary Contract No. 54667, where Kennedale agreed to an increase in the fees under the ILA. Under the amended and renewed ILA, Kennedale agreed to a flat fee of $466.80 per dog or quarantined animal impounded by Fort Worth. Due to increase costs per animal, medications, food and staff for caring, Fort Worth is increasing the flat fee amount paid by Kennedale from $466.80 to **$480.80** per dog or quarantined animal impounded by Fort Worth. Under Section 10 of the ILA, Fort Worth is authorized to increase fees so long as it provides Kennedale 120 days' notice.

As such, Fort Worth is hereby providing written notice to Kennedale of the increased flat fee, which shall take effect when the ILA is renewed. All other terms and conditions of the ILA shall remain the same. Please let me know if you have any questions.

Sincerely,

Valerie Washington (Jun 15, 2022 12:29 CDT)
Valerie Washington
Assistant City Manager

cc: Brandon Bennett, Director of Code Compliance
Dr. Tim Morton, Assistant Director of Code Compliance
Darrell Hull, Interim City Manager for City of Kennedale
Christopher Austria, Assistant City Attorney

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: IV.C.2.

SUBJECT
Consider approval of Increased Fees under Interlocal Agreement between City of Fort Worth and the City of Kennedale for Rabies Control

ORIGINATED BY: Police Chief Mike Holguin

SUMMARY
This is the annual contract from the City of Fort Worth for the impoundment of seized and stray animals as well as other services.

RECOMMENDATION
Approve

ATTACHMENTS

1.	2017 Rabies Control Contract	2017+Rabies+Control+ILA.pdf

STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF KENNEDALE

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as "City"), and the City of Kennedale, Texas, a home-rule municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "Kennedale").

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the "Act"), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Kennedale wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Kennedale; and

WHEREAS, Kennedale and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.
PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between City and Kennedale whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Kennedale with limited rabies control services in the City of Kennedale, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of Kennedale.

2.
DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL CARE AND CONTROL CENTER shall mean a facility located in Fort Worth, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC § 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

3.
TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning on October 1, 2016 and ending on September 31, 2017. In addition, the term may be extended by mutual written agreement of the parties, for up to three additional (3) one-year terms.

4.
SERVICES BY CITY

A. Hours
City agrees to perform the services described herein for Kennedale in the City of Kennedale, between the hours of 8:00 a.m. and 4:00 p.m. weekdays and weekends, excluding holidays, with no after hours service provided.

B. Rabies Response
In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, bite animals which are presented by Kennedale to the City will be handled by the City in accordance with the Act and Texas Administrative Code, §169.33 Submission of Specimens for Laboratory Examination.

C. Impoundment of Dogs
City will board dogs delivered to the City's Animal Care and Control Center by Kennedale officials pursuant to Section 6.

5.
DUTIES OF KENNEDALE

A. Kennedale agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Paragraph 4 of this Agreement, including criminal enforcement.

B. Kennedale agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of animals requiring quarantine or testing under Section 4 (C) of this Agreement, whose owners have failed or refused to place them for quarantine or testing. Kennedale further agrees that City is not required to pursue the issuance and execution of such warrants.

6.
IMPOUNDMENT AND DISPOSITION OF ANIMALS

A. A live, stray dog impounded by the City under this Agreement shall be held for a period of not less than seventy-two 72 hours, unless released earlier to its owner ("Animal Owner") or as described in subsection 6.D. below. A quarantined animal shall be held or presented for testing according to the Act and the Rules. Kennedale shall provide in writing to the City the date of the bite incident and the animal's date of release from quarantine. Kennedale shall pay charges for impounded dogs as specified in Exhibit “A.”

B. Prior to the expiration of the impoundment period, the City may destroy an impounded dog if the Animal Services Administrator or Animal Control Manager of the City or the Animal Care and Control’s veterinarian recommends and approves such action.

C. Impounded animals will be released to their owners upon:
   (1) Proof of identification;
   (2) Payment of Exhibit “B” fees;
   (3) The animal is vaccinated against rabies at the owner’s expense if the animal is a dog or a cat over 12 weeks of age and the owner does not have an unexpired rabies vaccination certificate for the animal.

D. The ownership of impounded or quarantined animals that have not been released to their owners on the expiration of the impoundment or quarantine period shall lie with Kennedale, and Kennedale authorizes the City to place the animals for adoption, to transfer them to other animal welfare organizations, or to be euthanized at the sole discretion of the City or as required by law. Kennedale specifically requests the City euthanize all animals from Kennedale that are not adopted or transferred.

E. All quarantined animals from Kennedale not reclaimed by their owner will be disposed of pursuant to Section 6D. above, and Kennedale will be billed for the cost in accordance with the fee schedule.

F. Kennedale will be billed for all impounded dogs and quarantined animals delivered by or from the Kennedale in accordance with Exhibit “A” below.

G. The City will impound and hold dogs from Kennedale which have been seized by Kennedale only under Chapters 821 or 822 of the Texas Health and Safety Code. Kennedale agrees to request, pursuant to Chapters 821and 822, an Appeals Bond to cover the fees estimated to be charged to the Animal Owner under Exhibit “B” and Kennedale agrees to pay the City all fees which would have been charged the Animal Owner in the event the court does not require the Animal Owner to pay the fees or where the Animal Owner is ordered by the court to pay and fails to pay.

7.
EXCLUSIONS

A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of Kennedale as those terms are defined or used in Title 10 of the Texas Health and Safety Code, Vernon’s Texas Codes Annotated.

B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the

City of Kennedale under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

C. Nothing in this Agreement shall be deemed as requiring the City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.

D. City shall not impound stray animals if Kennedale fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Texas Health and Safety Code that require animals to be restrained at all times.

8.
RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Kennedale shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Kennedale becomes necessary for resolution of the emergency. Regarding workers' compensation insurance, the City shall not waive its right to subrogate against Kennedale for losses incurred in the course of City's services rendered to Kennedale under this Agreement.

9.
COMPENSATION

A. As fair compensation for the services rendered Kennedale agrees to pay City for its services based on the schedule attached hereto as Exhibit "A", as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. City may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving Kennedale 120 days

B. Head and shipment preparation fees shall be as described in Exhibit "A".

C. Kennedale will not pay City more than **$55,000.00**, in total per contract year, for services rendered during the term of this Agreement. This amount shall herein constitute a **not to exceed** limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide the Kennedale with an itemized monthly bill. Kennedale agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Kennedale, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Kennedale for any outstanding balance, regardless of the amount, and Kennedale agrees to promptly pay such bill, within thirty (30) days of receipt.

D. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City shall be paid from revenues available to Kennedale in that current fiscal year.

10.
FEES CHARGED ANIMAL OWNERS

Kennedale hereby agrees that City may charge, or cause to be charged, the fees set out in "Exhibit B" to the owners of animals that have been impounded or quarantined. "Exhibit B" is hereby incorporated as a part of this Agreement as if it were set forth at length. City is hereby authorized to increase said fees during the terms of this Agreement by giving Kennedale 120 days' notice. Notwithstanding the fees charged to animal owners, Kennedale shall remain responsible to the City for the fees set out in Exhibit "A."

11.
LIABILITIES

A. To the extent permitted by law, Kennedale shall be responsible for all work-related deaths, injuries or diseases of Kennedale employees, and for property damage, personal injury or death caused by such employees, relating to work provided pursuant to this Agreement.

B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.

C. Kennedale shall be responsible for all property damages, personal injuries and death caused by the use of City and Kennedale equipment and vehicles caused by Kennedale employees or volunteers pursuant to this Agreement. Furthermore, Kennedale shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Kennedale employees or volunteers during the provision of services hereunder.

D. City shall be responsible for all property damages, personal injuries and death caused by the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. Furthermore, City shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

12.
IMMUNITY & THIRD PARTIES

A. Kennedale expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between the City and Kennedale alleging a breach of this Agreement. Kennedale does this as consideration for the City's offer to enter into this Contract with

Kennedale. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.

B. Nothing in this Agreement shall be construed to expand the liability of City or Kennedale beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

13.
TERMINATION

It is further agreed by and between City and Kennedale that City and Kennedale shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

14.
ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

15.
MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Kennedale.

16.
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
AUTHORITY

This Agreement is made for City and Kennedale as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

18.
AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

19.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other 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 or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

20.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either city fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, that City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of the city's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

Remainder of Page Intentionally Blank

SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF FORT WORTH AND KENNEDALE

CITY OF FORT WORTH

____
Fernando Costa
Assistant City Manager

Date:__________________

RECOMMENDED

____
Dr. Timothy Morton
Asst. Code Compliance Director

APPROVED AS TO FORM
AND LEGALITY

____
Melinda Ramos
Assistant City Attorney

ATTEST:

____
Mary J. Kayser
City Secretary

M&C_____________

CITY OF KENNEDALE

____
By: ____________________
Title: Mayor or Manager

APPROVED AS TO FORM
AND LEGALITY

____
City Attorney

EXHIBIT A

SCHEDULE OF FEES PAID BY KENNEDALE

Impoundments/Boarding Fee:

Kennedale shall pay the City a flat fee of $400.00 per dog or quarantine animal delivered to the City by Kennedale officials during the term of this agreement.

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen	$200.00 per specimen

EXHIBIT B

SCHEDULE OF FEES TO BE PAID TO CITY
BY OWNERS RECLAIMING ANIMALS

Rabies vaccination fee	$ 9.00 per reclaimed dog or cat
Spay or neuter fee	$50.00 per cat $80.00 per dog
Microchip Fee	$12.00 per reclaimed dog or cat
Daily board fees:	
Kenneling (dog, cat, small animal)	$30.00 per day
Kenneling (other than dogs, cats or small animal)	$30.00 per day
Quarantined animals and dangerous dogs	$50.00 per day

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.D.3.

SUBJECT
ATMOS Mid-Tex 2022 RRM Filing

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.3.

SUBJECT ATMOS Mid-Tex 2022 RRM Filing

ORIGINATED BY

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of $141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $115 million, $83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $95.8 million instead of the claimed $141.3 million.

The Executive Committee recommends a settlement at $115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate $115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be $14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$73.22	-
DARR:	$71.96	($1.26)
ATM Cities:	$78.72	$5.50
Environs:	$78.53	$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $141.3 million in additional system-wide revenues, the RRM settlement at $115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at $115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

RECOMMENDATION

ATTACHMENTS

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	**Amount**
Customer Charge per Bill	$ 21.55 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 21.60 per month
Commodity Charge – All Ccf	$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 63.50 per month
Rider CEE Surcharge	($ 0.01) per month[1]
Total Customer Charge	$ 63.49 per month
Commodity Charge – All Ccf	$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer’s agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

WNA_i = $WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

RESOLUTION NO. 611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Kennedale, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THIS THE ______ DAY OF ___________________, 2022.

____
MAYOR HOLLIS MATTHEWS

ATTEST:

____
INTERIM CITY SECRETARY, CAROLINE GREEN

APPROVED AS TO FORM:

____
CITY ATTORNEY, CARVAN E. ADKINS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.D.7.

SUBJECT
Approval of Contract for Tarrant County Continue as the Tax Collector for the City of Kennedale.

ORIGINATED BY: Anne LaMere, Finance Director

SUMMARY
Tarrant County has served as the cities Tax Collector for many years. The cost for the service remains at .98 per year per account. Last year the city had 37,538 accounts and paid .98 per account or $36,797.04 for this service. The current number of accounts is 39,312 and is expected to grow to 39,500 by 09/30/22, the measurement date for the 2022-2023 contract. Tarrant County is asking for a two-year contract – 2022 – 2024. The estimated amount of the contract is $38,710 per year.

RECOMMENDATION
Move to approve Tarrant County as the Tax Collector for the City of Kennedale for the 2022 – 2023 year.

ATTACHMENTS
Letter and contract from Tarrant County.

TARRANT COUNTY TAX OFFICE
100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

August 4, 2022

City of Kennedale
Attn: Finance- Anne LaMere
405 Municipal Dr.
Kennedale, TX 76060

Dear Ms LaMere,

I am pleased to enclose our tax collection contract for your entity. This will be a three-year contract. The commission rate for Tax Years 2022-2024 will remain at $0.98 per account for the contract term. This rate continues to be the lowest collection fee rate of any urban county in Texas. Due to new technologies that allow our office to process out-of-county accounts more efficiently, the fee will remain at $2.00 per account. The rates will be applied to the number of accounts as of September 30th for the previous year.

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Years 2022-2024. After the contracts have been signed, please return **ALL** copies to the attention of Amelia Rice, Property Tax Director. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 15, 2022.**

You will be invoiced for your collection commission by last day of January for each contract year with payment due no later than the last day of February of each contract year.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September rate** submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact Property Tax Director, Amelia Rice, at 817-884-1123 or by email arice@tarrantcounty.com. You may also contact me at 817-884-1106 or by e-mail WGBurgess@tarrantcounty.com.

Sincerely,

Wendy Burgess

Wendy Burgess, PCC, CTOP, PDAC, CSTA
Tax Assessor-Collector
Tarrant County

STATE OF TEXAS § *Agreement for the Collection of Taxes*

COUNTY OF TARRANT §

Agreement made this _____day of_________________, 2022, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Kennedale hereinafter referred to as **City**, whose address is 405 Municipal Dr, Kennedale, TX 76060.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Kennedale the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents ($0.98) per account located within Tarrant County, and two-dollars ($2.00) per account located outside Tarrant County. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the City by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the City.

V.
TAX RATE REQUIREMENT

The City will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the City's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Kennedale will be paid by City of Kennedale.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Kennedale due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Kennedale exceeds collections for City of Kennedale, City of Kennedale will be placed in a negative status and no distributions will be made to City of Kennedale until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2024 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: ______________________________ ________________

WENDY BURGESS ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
WGBurgess@tarrantcounty.com

FOR: City of Kennedale

BY: ______________________________ ________________

DATE

TITLE: ______________________________

EMAIL: ______________________________

FOR TARRANT COUNTY:

BY: ______________________________ ________________

B. GLEN WHITLEY ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: ______________________________ ________________

CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.D.5.

SUBJECT
Consider approval of a Resolution accepting AFA Agreement with TxDOT for Safe Route to Schools (SRTS)

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

TxDOT:					Federal Highway Administration:	
CSJ #	0902-90-199				CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003125		CFDA Title	Highway Planning and Construction
Code Chart 64 #	22000					
Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
CONGESTION MITIGATION & AIR QUALITY IMPROVEMENT
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Kennedale**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Construct Pedestrian Infrastructure.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _______________, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. **Responsible Parties:**
For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. **Period of the Agreement**
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. **Scope of Work**
The scope of work for the Project consists of the Kennedale Safe Routes to School project. This is a pedestrian centered sidewalk project located in the Crestdale Subdivision, which is situated between Delaney Elementary and Arthur Intermediate schools. This project is located between Kennedale Parkway and Crestview Drive and between Clover Lane and Arthur Drive. This project will install roughly 7650 LF of 5' to 7' wide sidewalks and 1060 LF of cross walks in and around the Crestdale Subdivision on Cloverlane Drive, Mistletoe Drive, Paula Street, Timberline Drive, Crestview Drive, and Reeves Lane.

4. **Project Sources and Uses of Funds**
The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.
A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.

D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with

Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Kennedale ATTN: City Manager 405 Municipal Drive Kennedale, TX 76060-2249	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement
This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards
The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records
The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance
The parties to this Agreement are responsible for the following:

A. <u>Compliance with Regulations:</u> Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. <u>Nondiscrimination:</u> The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 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. The Local Government agrees that it shall:
1. Obtain and provide to the State 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 the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY ______."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

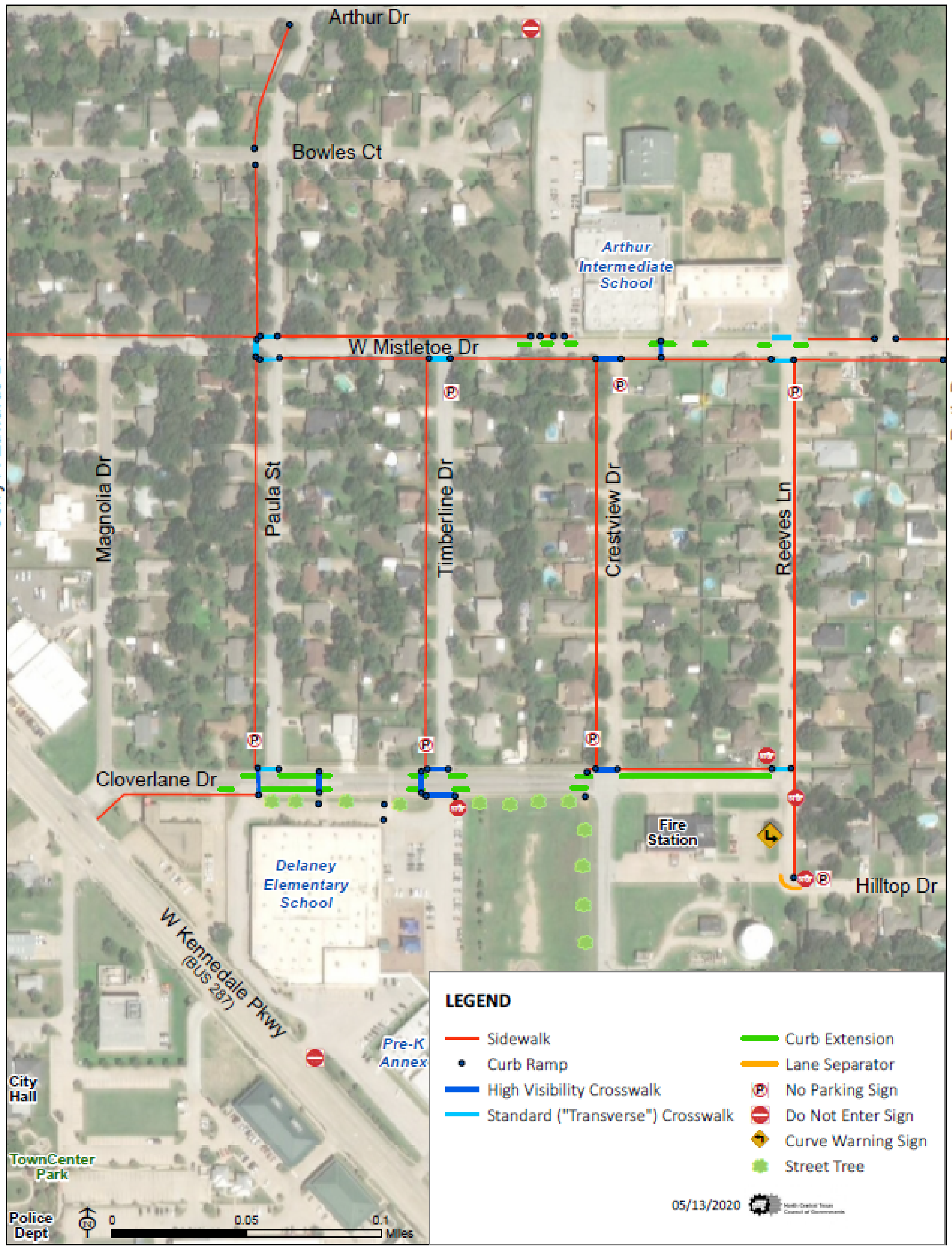
THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Darrell Hull
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:			
CSJ #	0902-90-199		
District #	02-FTW	AFA ID	Z00003125
Code Chart 64 #	22000		
Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

ATTACHMENT A

LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	0902-90-199			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003125	CFDA Title	Highway Planning and Construction
Code Chart 64 #	22000				
Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	$36,025	0%	$0	0%	$0	100%	$36,025
Engineering (by Local Government)	$67,225	0%	$0	0%	$0	100%	$67,225
Construction (by Local)	$1,104,695	80%	$883,756	0%	$0	20%	$220,939
Subtotal	$1,207,945		$883,756		$0		$324,189
Environmental Direct State Costs	$1,801	0%	$0	0%	$0	100%	$1,801
Right of Way Direct State Costs	$1	0%	$0	0%	$0	100%	$1
Engineering Direct State Costs	$3,361	0%	$0	0%	$0	100%	$3,361
Utility Direct State Costs	$1	0%	$0	0%	$0	100%	$1
Construction Direct State Costs	$77,329	0%	$0	0%	$0	100%	$77,329
Indirect State Costs	$57,619	0%	$0	100%	$57,619	0%	$0
TOTAL	$1,348,057		$883,756		$57,619		$406,682

Initial payment by the Local Government to the State: $5,164.00
Payment by the Local Government to the State before construction: $77,329.00
Estimated total payment by the Local Government to the State $82,493.00
This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CSJ #	0902-90-199				CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003125		CFDA Title	Highway Planning and Construction
Code Chart 64 #	22000					
Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. 610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (OFF-SYSTEM) TO CONSTRUCT PEDESTRIAN INFRASTRUCTURE TO PROVIDE ACCESS TO DELANEY ELEMENTARY AND ARTHUR INTERMEDIATE SCHOOLS (TXDOT CSJ# 0902-90-199); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is the intent of the City to protect the public health, safety, and welfare; and

WHEREAS, the City initiated its Safe Routes to School project to construct safer pedestrian infrastructure for access to schools within the City; and

WHEREAS, the area in and around Crestdale Subdivision requires improvements to its pedestrian infrastructure in order to provide safe access to Arthur Intermediate School and Delaney Elementary School; and

WHEREAS, the City and the Texas Department of Transportation are authorized by the laws of the State of Texas to enter into and do intend to enter into an Advance Funding Agreement for the project involving the construction of new pedestrian infrastructure, including sidewalks, curb ramps, crosswalks, and other features, in this project area; and

WHEREAS, the AFA Local Government Contribution from the City for this construction is $406,682.00.

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

SECTION 1. The City of Kennedale, Texas, may enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Congestion Mitigation and Air Quality Improvement (off-system) for constructing pedestrian infrastructure in the Crestdale subdivision to provide safer access to Delaney Elementary and Arthur Intermediate schools (TxDOT CSJ # 0902-90-199). The City of Kennedale will be 100% responsible for project overruns. Further, the City Manager for the City of Kennedale is hereby authorized to sign the Agreement.

SECTION 2. Upon adoption of this Resolution, the City Secretary is directed to give such notice of this resolution as may be required by law.

SECTION 3. The Mayor, City Manager, and City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take all actions necessary to effectuate this Resolution.

SECTION 4. This Resolution shall be effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS 16th DAY OF August, 2022.

APPROVED:

____
MAYOR, HOLLIS MATTHEWS

[CITY SEAL]

ATTEST:

____
INTERIM CITY SECRETARY, CAROLINE GREEN

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.E.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

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

SUBJECT
Resolution to appoint Escrow Agent for a $432k grant from the Texas Water Development Board for the Valley Lane Project

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”), made by and between the City of Kennedale, Texas, a political subdivision of the State of Texas in Tarrant, Texas, (the “City”), and BOKF, NA (the “Escrow Agent”) together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Grant Agreement, pursuant to which the City will accept certain contractual obligations (the “Obligations”) to obtain financial assistance from the Texas Water Development Board (the “TWDB”) for the purpose of funding a project identified as Project No. 40187 (the “Project”); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, pursuant to the Grant Agreement, the TWDB shall deposit grant proceeds (the “Proceeds”) in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number G1001517 shall be deposited to the credit of an escrow account (the “Escrow Account”) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled “City of Kennedale, Texas Grant Agreement, Texas Water Development Board Commitment No. G1001517 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Grant Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest and re-invest escrowed Proceeds as it is directed in writing by the City in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the City, the Proceeds or any or interest earned thereon shall be uninvested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Grant Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Grant Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account, the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. In addition, to the extent permitted by law, the City agrees to indemnify and hold the Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

No provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA
Attention: Corporate Trust Services
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
972.892.9973 (office)
214.256.7517 (fax)

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) boycotts Israel, or (ii) will boycott Israel through the term of this Agreement. The term “boycotts Israel” and “boycott Israel” as used in this paragraph have the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 20: EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means.

SECTION 21: **TAX MATTERS/PATRIOT ACT.** The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Kennedale, Texas

By: ______________________________
Authorized Representative

Date: ______________________________

Address: 405 Municipal Drive
Kennedale, Texas 76060

BOKF, NA,
as Escrow Agent

By: ______________________________

Title: ______________________________

Date: ______________________________

Address: Attn: Corporate Trust Services
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A
Fee Schedule

City of Kennedale, Texas
Grant Agreement Texas Water Development Board
Commitment No. G1001517

Texas Water Development Board
ESCROW AGENT
Schedule of Fees

Acceptance Fee: WAIVED
For review and coordination of documents and setup of accounts in preparation for closing.

One Time Escrow Account Setup/Administration Fee: WAIVED
For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is due at the time of Escrow Agreement funding/execution.

Fee is based on the following assumptions:
- Number of escrow accounts: Up to two (2) per series, or as needed
- Number of Withdrawals from the Escrow accounts: As needed

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

If funds are invested outside the money market funds offered by BOK Financial, an additional fee may be assessed on an annual basis to act as custodian.

Jose Gaytan, Senior Vice President
Texas Corporate Trust Business Development Officer
Phone: 512.813.2002
JGaytan@bankoftexas.com

Erin Fitzpatrick, Senior Vice President
National Corporate Trust Business Development
Phone: 972.892.9972
EFitzpatrick@bankoftexas.com

BOK FINANCIAL
bokfinancial.com

To learn more about BOK Financial:

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 June 21, 2022, 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:

Hollis Matthews, Mayor
Jan Joplin, Mayor Pro Tem, Councilmember
Place 1 Gary Mitchell, Councilmember, Place 2
Kenneth Michels, Councilmember,
Place 3 Austin Degenhart,
Councilmember, Place 4 James
Connor, 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 No.
_______ entitled

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS (THE "CITY") AUTHORIZING THE CITY TO EXECUTE A GRANT AGREEMENT (THE "GRANT AGREEMENT") WITH THE TEXAS WATER DEVELOPMENT BOARD (THE "TWDB") AND AN ESCROW AGREEMENT (THE "ESCROW AGREEMENT")WITH A FINANCIAL INSTITUTION TO SERVE AS THE ESCROW AGENT, ALL IN CONNECTION WITH THE RECEIPT OF GRANT FUNDS FROM THE TWDB TO FINANCE A CERTAIN FLOOD CONTROL PROJECT (THE "PROJECT") AND APPROVING OTHER MATTERS RELATED THERETO

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 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 said officers and members consented, in advance, to the holding of the Meeting for such purpose; and 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____________________.

____

INTERIM CITY SECRETARY CAROLINE GREEN
City of Kennedale, Texas

(SEAL)

[Signature Page to the Certificate for Resolution]

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 16, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.E.2.

SUBJECT
Consider approval of a recommendation from the Planning and Zoning Commission to approve a zoning change from AG Agricultural to PD Planned Development for approximately 18.2acres being part of tract 11 of the Oliver Acres Addition, part of lots 6 and 7 in the J.M. Estes Home Tracts, located at 1106 Kennedale Sublet Road, City of Kennedale, Tarrant County Texas.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS