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KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | SEPTEMBER 20, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

MEMBERS OF THE PUBLIC MAY JOIN IN PERSON OR
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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

II. WORK SESSION

A. WORK SESSION REPORTS

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

III. REGULAR SESSION

A. 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."

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
2. Updates from the Mayor
   Proclamation - Declaring September 15 to October 15, 2022 as Hispanic Heritage Month in the City of Kennedale
3. Updates from the City Manager
4. Financial Reports for the City

C. 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.

D. <u>CONSENT AGENDA</u>

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

1. Approval of the minutes from the August 16, 2022 regular meeting

IV. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consider approval of the contract with Shield Engineering for the 48th 2022 CDBG Project and CDBG-CV Project

V. 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:*

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. Discussion on vacant Mayor position
2. Discussion on vacant City Council Place 2

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

VII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE SEPTEMBER 20, 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.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 20, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.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: SEPTEMBER 20, 2022

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

SUBJECT

Updates from the Mayor
Proclamation - Declaring September 15 to October 15, 2022 as Hispanic Heritage Month in the City of Kennedale

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

PROCLAMATION

Declaring September 15 to October 15, 2022 as Hispanic Heritage Month in the City of Kennedale

September 2022

WHEREAS, in honor of Hispanic Heritage Month, the City of Kennedale is pleased to celebrate the Hispanic and Latino community throughout our city; and

WHEREAS, National Hispanic Heritage Month in the United States, from September 15 to October 15, is a time to showcase and highlight contributions throughout our nation and serves as a reminder that Hispanic and Latino people have been an invaluable part of the history of this nation; and

WHEREAS, September 15 was chosen as the start date for Hispanic Heritage Month to commemorate the anniversary of the independence of El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras. In addition, the anniversary of Mexico is September 16 and Chile is September 18. The month continues into October to recognize Día de la Raza, which is celebrated on October 12; and

WHEREAS, celebrating Hispanic Heritage Month provides the community of the City of Kennedale an opportunity to recognize and appreciate the achievements, contributions, and history of Hispanic and Latino residents in our City and nation.

NOW, THEREFORE, I, JAN JOPLIN, MAYOR PRO TEM OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, do hereby proclaim September 15 to October 15, 2022 as:

~ *Hispanic Heritage Month* ~

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 20th day of September 2022.

____
Mayor Pro Tem, Jan Joplin

Attest;

____
Interim City Secretary, Caroline Green

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 20, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.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: SEPTEMBER 20, 2022

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

SUBJECT: Financial Reports for the City

ORIGINATED BY: Anne LaMere Finance Director

SUMMARY: The City is financially healthy

Revenue & Expense Report
Every fund is showing revenue greater than expenses except funds 34 LEOSE (last year funds being spent this year); Fund 35 Disaster Recovery (Cares Act Funds from last year being spent this year); Fund 41 Park and Other Donations (entry to be made to move expense greater than donations for the Diamond Jubilee to General Fund) and Fund 45 Roadway Impact (revenues are lower than expense).

Cash Balance by Fund
All items with greater than $100k are explained. One item causes concern – increase in $347k in Water/Sewer and Garbage Receivable balances. Working with the City of Arlington to understand why this occurred. All other fluctuations are explainable and understandable.

EDC Financial
This report will be presented to the EDC Board. It is provided to you for informational purposes. The EDC is financially healthy. Nothing in this report cause concern.

Conclusion
The City is financially healthy. The only item not understood/explained is the $374k in increased Water/Sewer and Garbage Receivable Balances and I'll work with the City of Arlington to understand this increase. There is nothing else in the financials that causes me concern, or that I believe needs to be addressed by Council at this point in time.

Recommendation in the Form of a Motion
Item is under report section of the agenda. No motion required.

Attachments
3 attachments as listed in the subject line

City of Kennedale August 2022 Monthly Financial Report

Fund / Description	2021 Year To Date	2021 Actual	2021 % Expensed	Current Year As of August 2022 Budget	Aug-22	Year To Date	% Expensed	Budget Remaining
Fund 01 General Fund Revenues	$8,183,437	$8,928,392	106.67%	$8,002,160	$339,475	$8,216,033	102.67%	($213,873)
Fund 01 General Fund Expenditures								
Department 01 City Manager	$513,790	$537,284	159.8%	$298,728	$8,790	$186,059	62.28%	$112,669
Department 02 Mayor / Council	$94,140	$122,505	67.0%	$173,025	$17,173	$163,444	94.46%	$9,581
Department 03 City Secretary	$129,290	$157,098	70.4%	$187,082	$2,258	$52,285	27.95%	$134,797
Department 04 Municipal Court	$81,867	$111,029	79.1%	$106,204	$8,990	$112,155	105.60%	($5,951)
Department 05 Human Resources	$121,370	$123,888	89.8%	$141,526	$11,710	$134,466	95.01%	$7,060
Department 07 Finance	$394,378	$431,525	84.9%	$484,149	$40,402	$392,057	80.98%	$92,092
Department 09 Police	$2,864,802	$3,161,819	89.6%	$3,337,833	$231,469	$2,811,998	84.25%	$525,835
Department 10 Fire	$2,042,188	$2,346,382	81.9%	$2,649,247	$200,209	$2,243,683	84.69%	$405,564
Department 12 Community Development	$456,428	$667,713	110.5%	$438,900	$48,492	$472,375	107.63%	($33,475)
Department 16 Senior Citizen Center	$65,226	$69,374	73.8%	$48,316	$3,751	$28,698	59.40%	$19,618
Department 17 Library	$239,491	$279,655	81.5%	$299,681	$26,564	$217,773	72.67%	$81,908
Department 90 Non Departmental	$703,842	$719,699	121.3%	$736,900	$29,603	$698,405	94.78%	$38,495
Fund 01 General Fund Expenditure Subtotal	$7,706,812	$8,727,970	91.59%	$8,901,591	$629,410	$7,513,397	84.41%	$1,388,194
Fund 01 General Fund Total	$476,625	$200,422	-64.18%	($899,431)	($289,936)	$702,636	-78.12%	($1,602,067)
Fund 02 Debt Service Fund Revenues	$1,728,035	$3,415,023	105.06%	$1,727,705	$6,579	$1,795,913	103.95%	($68,208)
Fund 02 Debt Service Fund Expenditures	$1,538,447	$3,216,655	-104.20%	$1,668,763		$1,669,234	100.03%	($471)
Fund 02 Debt Service Fund Total	$189,589	$198,369	-112.62%	$58,942	$6,579	$126,679	214.92%	($67,737)
Fund 04 Capital Projects Fund Revenues	$120,613	$148,987	144.88%	$120,060	$63,412	$121,452	101.16%	($1,392)
Fund 04 Capital Projects Fund Expenditures	103157	$103,157	-100.00%	$106,501		$106,501	100.00%	$0
Fund 04 Capital Projects Fund Total	$17,456	$45,830	87.69%	$13,559	$63,412	$14,951	110.27%	($1,392)
Fund 05 Capital Veh/Comp Replace Revenues	$95,932	$104,856	97.49%	$234,703	$18,889	$223,423	95.19%	$11,280
Fund 05 Capital Replacement Fund Exp	$168,646	$183,680	-93.48%	$219,663	$11,516	$158,601	72.20%	$61,062
Fund 05 Capital Replacement Fund Total	($72,714)	($78,824)	-88.66%	$15,040	$7,373	$64,822	431.00%	($49,782)
Fund 07 Stormwater Utility Fund Revenues	$243,471	$265,543	75.62%	$266,175	$23,762	$249,803	93.85%	$16,372
Fund 07 Stormwater Utility Fund Expenditures	$123,980	$174,438	-55.55%	$229,343	$815	$44,894	19.57%	$184,449
Fund 07 Stormwater Utility Fund Total	$119,492	$91,105	-120.96%	$36,832	$22,947	$204,910	556.34%	($168,078)
Fund 10 Water/Sewer Fund Revenue	4,243,627.61	4,875,668.23	95.76%	$4,521,797	$547,576	$4,740,588	104.84%	($218,791)
Fund 10 Water/Sewer Expenditures								
Department 01 Utility Billing	$1,089,331	$1,426,495	74.60%	$1,343,331	204,099	1,220,260	90.84%	$123,071
Department 02 Operations	$1,291,120	$1,203,505	93748.00%	$1,388,069	101,434	1,298,648	93.56%	$89,421
Department 03 Debt Service	$358,572	$60,108	100.00%	$295,216		295,215	100.00%	$1
Department 04 Capital Projects	$32,605		5.43%	$483,000	1,059	10,640	2.20%	$472,360
Department 90 Non Departmental	$651,750	$1,793,598	91.73%	$867,846	70,777	793,733	91.46%	$74,113
Fund 10 Water/Sewer Expenditure Subtotal	$3,423,378	$4,483,706	75.96%	$4,377,462	$377,368	$3,618,495	82.66%	$758,967
Fund 10 Water/Sewer Fund Total	$820,250	$391,962	10.91%	$144,335	$170,208	$1,122,093	777.42%	($977,758)

City of Kennedale August 2022 Monthly Financial Report

Fund / Description	2021 Year To Date	2021 Actual	2021 % Expensed	Current Year As of August 2022 Budget	Aug-22	Year To Date	% Expensed	Budget Remaining
Fund 12 Court Security Fund Revenues	1,845.43	2,019.79	0.80%	$2,115	496	3,698	174.87%	($1,583)
Fund 12 Court Security Fund Expenditures								
Fund 12 Court Security Fund Total	$1,845	$2,020	0.80%	$2,115	$496	$3,698	174.87%	($1,583)
Fund 13 Capital Bond Fund Revenues	$998	$1,047	0.02%	$1,235	$14,686	$6,055,731	490342.58%	($6,054,496)
Fund 13 Capital Bond Fund Expenditures	$41,107	$41,107	1.76%			$57,666		($57,666)
Fund 13 Capital Bond Fund Total	($40,109)	($40,060)	-1.09%	$1,235	$14,686	$5,998,065	485673.29%	($5,996,830)
Fund 14 Park Dedication Fund Revenues	$539,974	$547,188	N/A	$375	$1,236	$50,548	13479.45%	($50,173)
Fund 14 Park Dedication Fund Expenditures	$280	$780	164.71%	$170		$125	73.53%	$45
Fund 14 Park Dedication Fund Total	$539,694	$546,408	N/A	$205	$1,236	$50,423	24596.55%	($50,218)
Fund 15 EDC4B Fund Revenues	$734,014	$995,486	101.39%	$800,048	$90,915	$863,541	107.94%	($63,493)
Fund 15 EDC4B Fund Expenditures	$537,661	$569,828	88.58%	$625,073	$47,405	$571,980	91.51%	$53,093
Fund 15 EDC4B Fund Total	$196,353	$425,658	1.68%	$174,975	$43,510	$291,560	166.63%	($116,585)
Fund 16 Court Technology Fund Revenues	1,675.71	1,828.39	1.27%	$1,210	$399	$3,111	257.08%	($1,901)
Fund 16 Court Technology Fund Expenditures				$875			0.00%	$875
Fund 16 Court Technology Fund Total	$1,676	$1,828	3.77%	$335	$399	$3,111	928.56%	($2,776)
Fund 17 Street Improvement Fund Revenues	690,285.95	837,782.26	0.79%	$917,506	$1,786	$834,144	90.91%	$83,362
Fund 17 Street Improvement Fund Expenditures	860,343.34	961,927.66	0.81%	$1,154,766	$39,077	$733,922	63.56%	$420,844
Fund 17 Street Improvement Fund Total	($170,057)	($124,145)	0.92%	($237,260)	($37,292)	$100,222	-42.24%	($337,482)
Fund 18 Juvenile Case Manager Fund Revenues	-602.77	-638.75	28.04%	$1,205	$35	$481	39.92%	$724
Fund 18 Juvenile Case Manager Fund Exp								
Fund 18 Juvenile Case Manager Fund Total	($603)	($639)	0.28%	$1,205	$35	$481	39.92%	$724
Fund 21 TIF #1 New Hope Fund Revenues	188,393.10	188,403.70	1.16%	$192,748	$926	$209,733	108.81%	($16,985)
Fund 21 TIF #1 New Hope Fund Expenditures								
Fund 21 TIF #1 New Hope Fund Total	$188,393	$188,404	1.16%	$192,748	$926	$209,733	108.81%	($16,985)
Fund 30 Hotel/Motel Tax Fund Revenues	$10,676	$16,227	211.41%	$11,006	$11,006	$12,288	111.65%	($1,282)
Fund 30 Hotel/Motel Tax Fund Expenditures								
Fund 30 Hotel/Motel Tax Fund Total	$10,676	$16,227	211.41%	$11,006	$11,006	$12,288	111.65%	($1,282)
Fund 31 Police Seizure Fund Fund Revenues	$0	$0	0.00%	0	$6	$2,981		($2,981)
Fund 31 Police Seizure Fund Fund Expenditures								
Fund 31 Police Seizure Fund Fund Total	$0	$0	0.00%	$0	$6	$2,981		($2,981)
Fund 32 Library Building Fund Revenues	$278	$285	1.74%	$110	$23	$291	264.62%	($181)
Fund 32 Library Building Fund Expenditures								
Fund 32 Library Building Fund Total	$278	$285	163.91%	$110	$23	$291	264.62%	($181)

City of Kennedale August 2022 Monthly Financial Report

Fund / Description	2021 Year To Date	2021 Actual	2021 % Expensed	Current Year As of August 2022 Budget	Aug-22	Year To Date	% Expensed	Budget Remaining
Fund 34 LEOSE Fund Revenues	-70.48	-70.44	-4.05%	$1,740	$2	$1,420	81.61%	$320
Fund 34 LEOSE Fund Expenditures	1,700.00	1,700.00	103.03%	$1,650	$175	$2,307	139.79%	($657)
Fund 34 LEOSE Fund Total	($1,770)	($1,770)	-1967.20%	$90	($173)	($886)	-984.97%	$976
Fund 35 Disaster Recovery Fund Revenues	$70	$76,564	70.17%		$1,666	$6,729		($6,729)
Fund 35 Disaster Recovery Fund Expenditures	$75,777	$76,564	22.51%			$136,013		($136,013)
Fund 35 Disaster Recovery Fund Total	($75,707)	($0)	22.50%	$0	$1,666	($129,284)		$129,284
Fund 41 Park and Other Donation Fund Rev	$12	$13	25.20%	$13	$36	$17,023	130945.62%	($17,010)
Fund 41 Park and Other Donation Fund Exp			0		$700	$30,775		($30,775)
Fund 41 Disaster Recovery Fund Total	$12	$13	24.00%	$13	($664)	($13,752)	-105788.08%	$13,765
Fund 45 Roadway Impact Fee Fund Revenues	$347,446	$363,531	231630.90%	$12,130	$870	$116,378	959.42%	($104,248)
Fund 45 Roadway Impact Fee Fund Exp	$232,158	$247,786	11753.40%	$137,525	$11,460	$126,065	91.67%	$11,460
Fund 45 Roadway Impact Fee Fund Total	$115,288	$115,745	63.16%	($125,395)	($10,590)	($9,687)	7.73%	($115,708)
Fund 61 Water Impact Fund Revenues	$170,455	$180,865	314.27%	$52,660	$194	$61,210	116.24%	($8,550)
Fund 61 Water Impact Fund Expenditures								
Fund 61 Water Impact Fund Total	$170,455	$180,865	314.27%	$52,660	$194	$61,210	116.24%	($8,550)
Fund 62 Sewer Impact Fund Revenues	$113,900	$121,467	615.51%	$16,948	$340	$74,510	439.64%	($57,562)
Fund 62 Sewer Impact Fund Expenditures			0.00%	$60,000	$5,000	$55,000	91.67%	$5,000
Fund 62 Sewer Impact Fund Total	$113,900	$121,467	615.51%	($43,052)	($4,660)	$19,510	-45.32%	($62,562)
Fund 83 Tree Restoration Fund Revenues	$30	$32	6.08%	$30	$126	$348	1161.10%	($318)
Fund 83 Tree Restoration Fund Expenditures								
Fund 83 Tree Restoration Fund Total	$30	$32	5.84%	$30	$126	$348	1161.10%	($318)
Fund 85 Unclaimed Property Fund Revenues			0.00%		$4	$9		($9)
Fund 85 Unclaimed Property Fund Expenditures								
Fund 85 Unclaimed Property Fund Total	$0	$0	0.00%	$0	$4	$9		($9)
Fund 95 EDC4B Bond Reserve Fund Revenues	$54	$56	10.76%	$55	$223	$616	1120.60%	($561)
Fund 95 EDC4B Bond Reserve Fund Exp								
Fund 95 EDC4B Bond Reserve Fund Total	$54	$56	10.32%	$55	$223	$616	1120.60%	($561)

Kennedale Economic Development Corporation Balance Sheet as of the Period Ended

Account	Description	9/30/2020	9/30/2021		Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2021	March 2021	April 2022	May 2022	June 2022	July 2022	August 2022	
	Cash & Investments															
15-1010-00-00	INVEST IN CONSOLIDATED CASH	736,931	1,071,320		1,088,767	1,209,257	1,247,305	1,274,692	1,246,263	1,306,295	1,233,870	1,308,794	1,370,133	1,498,884	1,546,986	
95-1010-00-00	INVEST IN CONSOLIDATED CASH	125,668	125,725		125,728	125,732	125,736	125,740	125,746	125,762	125,793	125,859	125,960	126,118	126,341	
	Cash & Investments	**862,599**	**1,197,045**		**1,214,495**	**1,334,989**	**1,373,040**	**1,400,432**	**1,372,009**	**1,432,057**	**1,359,664**	**1,434,653**	**1,496,092**	**1,625,002**	**1,673,327**	
	Sales Tax Receivable															
15-1233-00-00	SALES TAX RECEIVABLE	92,918	121,687		70,216	0	0	0	0	0	0	0	0	0	0	
	Other Receivables															
15-1281-00-00	DUE FROM TOWN CENTER	17,996	17,706		19,568	40,153	41,333	63,865	23,367	25,705	25,316	27,382	21,565	24,758	20,167	
15-1285-00-00	ACCRUED RECEIVABLE	183	74,623		74,507	106	0	0	0	0	0	0	0	0	0	
	Other Receivables	**18,179**	**92,329**		**94,075**	**40,259**	**41,333**	**63,865**	**23,367**	**25,705**	**25,316**	**27,382**	**21,565**	**24,758**	**20,167**	
	Prepaid Expenses															
15-2040-00-00	BANK ESCROW-SHOPPING CENTER	10,000	10,000		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
	Total Current Assets	**983,696**	**1,421,061**	**0**	**1,388,785**	**1,385,248**	**1,424,374**	**1,474,297**	**1,405,376**	**1,467,762**	**1,394,980**	**1,472,035**	**1,527,658**	**1,659,760**	**1,703,494**	
	Capital Assets - Net															
03-1400-00-00	LAND	864,017	845,292		845,292	845,292	845,292	845,292	845,292	845,292	845,292	845,292	845,292	845,292	845,292	
03-1410-00-00	BUILDING & BLDG COMPONENTS	4,917,189	4,917,189		4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	4,917,189	
03-1420-00-00	IMPROVE OTHER THAN BLDG	1,084,193	1,084,193		1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	1,084,193	
03-1490-00-00	INFRASTRUCTURE IMPROVE	209,707	209,707		209,707	209,707	209,707	209,707	209,707	209,707	209,707	209,707	209,707	209,707	209,707	
03-1500-00-00	ACCUMULATED DEPRECIATION	(2,652,119)	(2,956,383)		(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	(2,956,383)	
	Capital Assets - Net	**4,422,987**	**4,099,998**		**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	
	Long Term Debt															
20-9004-00-00	DEBT - DUE <1 YEAR	105,594	117,134		117,134	117,134	117,134	117,134	117,134	117,134	117,134	117,134	117,134	117,134	117,134	(1)
20-9005-00-00	AMT TO BE PROVIDED-LTD	(1,032,517)	(800,836)		(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	(800,836)	
20-9007-00-00	ACCRUED INTEREST PAYABLE	19,377	19,377		19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	19,377	
20-9010-00-00	2007 SALES TAX BONDS PAYABLE	605,000	530,000		530,000	530,000	530,000	530,000	530,000	530,000	530,000	530,000	530,000	530,000	530,000	
20-9020-00-00	2011 TX LEVERAGE LOAN PAYABLE	302,546	254,326		254,326	254,326	254,326	254,326	254,326	254,326	254,326	254,326	254,326	254,326	254,326	
20-9030-00-00	2020 GO REFUNDING BONDS PAYABL	0	(120,000)		(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	
	Long Term Debt	**0**	**1**		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
	Non-Current Assets	**4,422,987**	**4,099,999**		**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	**4,099,998**	
	Total Assets	**5,406,683**	**5,521,060**		**5,488,783**	**5,485,246**	**5,524,371**	**5,574,295**	**5,505,374**	**5,567,760**	**5,494,977**	**5,572,032**	**5,627,655**	**5,759,758**	**5,803,492**	
	Accounts Payable															
15-2190-00-00	ACCOUNTS PAYABLE	3,804	10,455		7,266	0	0	0	0	0	0	0	0	0	0	
	Security Deposit															
15-2041-00-00	SECURITY DEPOSIT-SHOPPING CNTR	28,188	33,188		33,188	33,188	33,188	33,188	33,188	33,188	33,899	33,899	33,899	33,899	33,899	
	Current Liabilities	**31,992**	**43,643**		**40,454**	**33,188**	**33,188**	**33,188**	**33,188**	**33,188**	**33,899**	**33,899**	**33,899**	**33,899**	**33,899**	
	Total Liabilities	**31,992**	**43,643**		**40,454**	**33,188**	**33,188**	**33,188**	**33,188**	**33,188**	**33,899**	**33,899**	**33,899**	**33,899**	**33,899**	
	Fund Balance															
03-3001-00-00	FUND BALANCE	4,422,986	4,099,998		4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	4,099,998	
15-3001-00-00	FUND BALANCE	418,581	826,036		1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	1,251,694	
95-3001-00-00	FUND BALANCE	124,607	125,670		125,725	125,725	125,725	125,725	125,725	125,725	125,725	125,725	125,725	125,725	125,725	
	Fund Balance Equity	**4,966,174**	**5,051,704**		**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	**5,477,416**	
	Net Income (Loss)	**408,517**	**425,713**		**(29,087)**	**(25,358)**	**13,767**	**63,691**	**(5,230)**	**57,156**	**(16,338)**	**60,717**	**116,340**	**248,443**	**292,177**	
	Total Equity	**5,374,691**	**5,477,417**		**5,448,329**	**5,452,058**	**5,491,183**	**5,541,107**	**5,472,186**	**5,534,572**	**5,461,078**	**5,538,133**	**5,593,756**	**5,725,859**	**5,769,593**	
	Total Liability and Equity	**5,406,683**	**5,521,060**		**5,488,783**	**5,485,246**	**5,524,371**	**5,574,295**	**5,505,374**	**5,567,760**	**5,494,977**	**5,572,032**	**5,627,655**	**5,759,758**	**5,803,492**	

Kennedale Economic Development Corporation Statement of Revenue and Expense -- Cumulative as of the End Date Shown

Account	Description	9/30/2020	9/30/2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2021	March 2021	April 2022	May 2022	June 2022	July 2023		Budget 2022
	Special Sales Tax														
15-4002-00-00	MMD TAX-CURRENT YEAR	0	74,283	0	0	0	0	0	0	0	0	0	0	0	35,000
15-4081-00-00	SALES TAX	548,709	612,809	190	381	44,202	86,945	143,718	195,947	232,553	306,746	355,874	494,596	554,107	515,000
	Special Sales Tax	**548,709**	**687,092**	**190**	**381**	**44,202**	**86,945**	**143,718**	**195,947**	**232,553**	**306,746**	**355,874**	**494,596**	**554,107**	**550,000**
	Rental Income														
15-4805-00-00	RENTAL FEES-SHOPPING CTR	224,073	251,500	24,146	48,659	73,172	97,685	122,198	146,711	171,225	195,738	220,251	245,409	270,566	243,848
	Investment Earnings													0	
15-4401-00-00	INVESTMENT INCOME	3,809	370	29	64	100	140	201	370	682	1,341	2,416	4,215	6,911	2,000
95-4401-00-00	INVESTMENT INCOME	1,061	56	3	7	11	15	21	38	69	134	235	392.84	616	55
	Investment Earnings	**4,870**	**426**	**33**	**71**	**111**	**155**	**222**	**407**	**751**	**1,475**	**2,651**	**4,608**	**7,528**	**2,055**
	Miscellaneous Income														
15-4409-00-00	MISCELLANEOUS INCOME	25,289	37,798	2,500	6,050	8,900	11,534	14,189	19,684	19,788	22,429	25,629	28,406	31,956	4,200
15-4412-00-00	LAND PROCEEDS	150,368	18,725	0	0	0	0	0	0	0	0	0	0	0	0
	Miscellaneous Income	**175,657**	**56,523**	**2,500**	**6,050**	**8,900**	**11,534**	**14,189**	**19,684**	**19,788**	**22,429**	**25,629**	**28,406**	**31,956**	**4,200**
	Total Revenues	**953,309**	**995,541**	**26,868**	**55,160**	**126,385**	**196,318**	**280,328**	**362,750**	**424,316**	**526,388**	**604,406**	**773,018**	**864,157**	**800,103**
	Economic Development Expense														
15-5240-01-00	PRINTED SUPPLIES														2,000
15-5260-01-00	GENERAL OFFICE SUPPLIES														50
15-5261-01-00	POSTAGE														50
15-5403-02-00	BUILDING MAINTENANCE	49,602	35,921	3,897	6,411	8,325	8,864	12,250	12,837	14,165	15,168	19,094	19,625	22,911	32,616
15-5501-01-00	ADVERTISING	234	0	0	0	0	0	0	0	0	0	0	0	0	1,200
15-5510-01-00	ASSOC DUES/PUBLICATIONS	1,125	1,170	0	0	1,217	1,217	1,217	1,217	1,217	1,217	1,217	3,142	3,142	1,575
15-5525-01-00	TRAINING/SEMINARS	0	265	0	0	0	0	0	0	0	0			500	250
15-5530-02-00	ELECTRIC SERVICES	4,413	4,814	421	854	1,292	1,754	2,398	3,007	3,592	4,056	4,479	4,907	5,363	5,960
15-5545-02-00	INSURANCE-PROPERTY	9,976	9,979	14,287	14,287	14,287	14,287	14,287	14,287	14,287	14,287	14,287	14,287	14,287	0
15-5565-01-00	LEGAL SERVICES	8,854	24,236	0	0	8,639	8,806	8,865	8,865	9,923	9,923	10,099	10,128	10,246	18,000
15-5567-01-00	AUDIT SERVICES	4,250	4,250	0	0	0	0	0	0	4,250	4,250	4,250	4,250	4,250	4,250
15-5570-01-00	SPECIAL SERVICES	11,616	9,383	1,050	1,050	3,150	4,200	4,200	5,250	6,300	7,350	7,350	13,086	13,086	48,738
15-5570-02-00	SPECIAL SERVICES	7,282	18,195	966	1,946	2,927	3,907	4,888	5,868	6,849	7,830	8,810	9,816	10,823	13,000
15-5571-01-00	CHRISTMAS EVENT	0	0	0	0	0	0	0	0	0	0	0	0	25,000	0
15-5578-01-00	TRAVEL	0	0	0	0	0	0	0	0	0	0	0	0	0	100
15-5595-01-00	ADMIN CHARGE-GENERAL FUND	116,318	116,318	12,155	24,309	36,464	48,618	60,773	72,927	85,082	97,237	109,391	121,546	133,700	145,855
15-5595-02-00	LANDSCAPING -- CAM	0	0	0	0	0	0	0	0	2,700	2,700	2,700	2,700	2,700	9,600
15-5615-01-00	FUNCTIONAL GRANT	27,151	39,165	0	3,824	3,824	3,824	3,824	3,824	16,511	16,511	16,511	16,511	16,511	32,831
15-5621-02-00	BANK FEES	0	0	0	0	0	0	0	0	19	19	19	19	19	0
	Economic Development Expense	**240,821**	**263,696**	**32,775**	**52,682**	**80,125**	**95,478**	**112,703**	**128,083**	**164,895**	**180,547**	**198,207**	**220,016**	**262,538**	**316,075**
	Debt Service Principal														
15-5644-01-03	2007 1.2M TAX BOND-PRINCIPAL	65,000	70,000	0	0	0	0	0	0	75,000	75,000	75,000	75,000	75,000	75,000
15-5646-01-03	2011 1.7M TX LEVERAGE-PRI	44,291	46,680	3,959	7,928	11,909	15,900	19,902	23,915	27,938	35,941	39,936	43,884	47,847	48,220
15-5667-01-03	2020 $1.26M GO REFUNDING-PRIN	0	0	0	0	0	0	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
	Debt Service Principal	**109,291**	**116,680**	**3,959**	**7,928**	**11,909**	**15,900**	**139,902**	**143,915**	**222,938**	**230,941**	**234,936**	**238,884**	**242,847**	**243,220**
	Debt Service Interest														
15-5643-01-03	2007 1.2M TAX BOND-INTEREST	46,496	42,048	18,524	18,524	18,524	18,524	18,524	18,524	37,115	37,115	37,115	37,115	37,115	37,182
15-5645-01-03	2011 1.7M TX LEVERAGE-INT	13,545	9,196	698	1,384	2,060	2,726	3,380	4,024	4,656	6,019	6,758	7,620	8,540	7,656
15-5668-01-03	2020 1.26M GO REFUNDING-INT	11,889	0	0	0	0	0	11,049	11,049	11,049	11,049	11,049	20,941	20,941	20,940
15-5702-01-03	TRANSFER OUT-DEBT SERVICE FUND	122,750	138,208	0	0	0	0	0	0	0	0	0	0	0	0
	Debt Service Interest	**194,680**	**189,452 0**	**19,221**	**19,908**	**20,584**	**21,249**	**32,953**	**33,597**	**52,821**	**54,183**	**54,922**	**65,675**	**66,595**	**65,778**
	Total Expenses	**544,792**	**569,828**	**55,955**	**80,518**	**112,618**	**132,627**	**285,558**	**305,594**	**440,654**	**465,671**	**488,066**	**524,575**	**571,980**	**625,073**
	Net Income (Loss)	**408,517**	**425,713**	**(29,087)**	**(25,358)**	**13,767**	**63,691**	**(5,230)**	**57,156**	**(16,338)**	**60,717**	**116,340**	**248,443**	**292,177**	**175,030**

Cash Balance by Fund as of August 2022

Fund	Description	Aug-22	Oct 2021	Difference	Notes on > $100k Variance
01	01-1010 General Fund	3,405,400.64	2,637,665.21	767,735.43	Revenue exceeds expense for 2022
02	02-1010 Debt Service Fund	812,029.94	685,336.54	126,693.40	Revenue exceeds expense for 2022
04	04-1010 Capital Project Fund	162,038.75	132,969.24	29,069.51	
05	05-1010 Vehicle Fund	101,324.84	31,598.52	69,726.32	
07	07-1010 Storm Drainage Fund	574,551.21	377,531.98	197,019.23	Revenue exceeds expense for 2022
10	10-1010 Water and Sewer Fund	4,266,367.08	3,160,810.57	1,105,556.51	Rev > expense $1.122M + repayment from Fund 21 $320k + $347k increase in A/R
12	12-1010 Court Security Fund	28,946.71	25,247.76	3,698.95	
13	13-1010 CIP Fund	8,302,019.87	2,303,905.70	5,998,114.17	Related to $6M bond issue proceeds received in 22 FY
14	14-1010 Park Dedication Fund	698,441.26	648,504.61	49,936.65	
15	15-1010 EDC 4B Fund	1,546,985.50	1,071,297.50	475,688.00	Collection of $185k in receivables + Rev exceeds Expense for 2022 $291k
16	16-1010 Court Technology Fund	17,442.75	14,331.79	3,110.96	
17	17-1010 Streets Improvement Fund	366,320.09	104,138.11	262,181.98	Rev > expense $1000k + repayment from Fund 21 $176k
18	18-1010 Juvenile Case Manager Fund	8,603.08	8,133.83	469.25	
21	21-1010 TIF Fund	52,649.08	497,686.80	(445,037.72)	Rev > Exp $209k less Repayment to other funds (approved by Council in June) ($654k)
30	30-1010 Hotel/Motel Tax Fund	41,850.22	24,012.09	17,838.13	
31	31-1010 Police Seizure Fund	3,644.03	662.94	2,981.09	
32	32-1010 Library Building Fund	(1,784.21)	(2,075.29)	291.08	
34	34-1010 LEOSE Fund	999.61	1,886.04	(886.43)	
35	35-1010 Disaster Recovery Fund	941,770.76	1,071,842.07	(130,071.31)	Use of CARES Act funds received in prior years for Water/Sewer Projects (3rd Street)
41	41-1010 Park Recreation and Donations	20,232.33	36,524.24	(16,291.91)	
45	45-1010 Roadway Impact Fee Fund	486,200.39	346,792.10	139,408.29	Rev > Exp ($10k) + Repayment from Fund 21 $149k
61	61-1010 Water Impact Fee Fund	109,468.86	48,258.05	61,210.81	
62	62-1010 Sewer Impact Fee Fund	189,578.04	170,064.85	19,513.19	
83	83-1010 Tree Reforestation Fund	71,403.10	71,053.25	349.85	
85	85-1010 Unclaimed Property Fund	1,999.40		1,999.40	
95	95-1010 Revenue Bonds Fund	126,341.17	125,722.16	619.01	
	Totals:	22,334,824.50	13,593,900.66	8,740,923.84	

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 20, 2022

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.

SUBJECT
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.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 20, 2022

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

SUBJECT
Approval of the minutes from the August 16, 2022 regular meeting will be distributed on the dais at the night of the meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 20, 2022

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

SUBJECT: Consider approval of the contract with Shield Engineering for the 48th 2022 CDBG Project and CDBG-VV Project.

ORIGINATED BY James Cowey, Director Community Development & Public Works
Darrell Hull, City Manager

Overview: Through Tarrant County the City has received CDBG Funding for the following two projects:

3rd Street Sanitary Sewer Improvements:

A water main line replacement was recently done from North Rd to Corry A. Edwards. This is now for the sewer line replacement in that same area.

CONSTRUCTION ESTIMATED COST: For this project is $430,000 with the 48th 2022 CDBG Funds being allocated for this project in the amount of $165,000

3rd Street Water Line Improvements:

This a continuation of the water main line placement that was recently done from North Rd to Corry A. Edwards. This new section will be from Carry A. Edwards to Municipal.

CONSTRUCTION ESTIMATED COST: For this project is $165,000 with the 2022 CDBG Funds CV being allocated for this project in the amount of $165,000. These funds are part of the Cares Act.

Attached is AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES for these two projects.

The Total Estimated Fee for Engineering services for both of these projects is $40,100. The Summary of Fees can be found on page 6.

Staff requests Approval

AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: 2022 CDBG 3rd Street Water and Sanitary Sewer Improvements

PROJECT NO: 2022078.01 & 2022079.01

CLIENT: City of Kennedale, Attn: Darrell Hull

ADDRESS: 405 Municipal Drive, Kennedale, TX 76060

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

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

Project 1: 3rd Street Sanitary Sewer Improvements – 1550 LF 8" Sanitary Sewer Line
Project 2: 3rd Street Water Improvements– 450 LF 12" Water Line

The Firm understands these projects, collectively known as 3rd Street Water and Sanitary Sewer Improvements, located in Kennedale, Texas, to consist of civil engineering and survey services associated with water and sanitary sewer rehabilitation improvements. The assumed rehabilitation method is assumed to be by open-cut replacement. This scope is based on the attached site location maps as shown on the last two pages of this document.

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

Basic Services for Project 1: 3rd Street Sanitary Sewer Improvements

1. **Survey Services: $7,000**
   a. Topographic Design Survey: Perform on-the-ground design survey for 3rd Street from North Road to Municipal Drive. The Firm will provide topographic design survey which may include but is not limited to 1' contour intervals, horizontal and vertical location of existing surface features such as water valves, fire hydrants, telephone poles, sanitary sewer manholes and flowline information, storm drain system structures and flowlines and pipe sizes, curbs, edge of pavement, retaining walls, power poles, dig-tess pin flags, creek cross sections, etc.
   b. Right-of-Way Research: The Firm shall determine the existing right-of-way and easement limits within the scope of this project. It is the Firm's understanding that right-of-way exists for 3rd Street and therefore, additional right-of-way dedication will not be necessary. If temporary or permanent easements or right-of-way are identified to be necessary, additional services can be provided at that time.
   c. Right of Entry: Prior to construction, the Firm's Surveyor shall prepare Temporary Right of Entry documents for the City to use and obtain from landowners. It is assumed that letters will only be required for land owners adjacent to temporary construction easements or who are directly affected by the project and no easement is required to enter their property.
   d. Easements: Temporary or permanent easements are not expected to be necessary and has therefore not been included in this scope. If determined necessary during design, these services can be provided as an additional scope and fee.

2. Conceptual Design Package and Data Collection: $7,200

a. Plan Research: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design. Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.

b. The Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.

c. The data collection efforts may include conducting special coordination meetings with affected property owners and businesses as necessary to develop sanitary sewer re-routing plans.

d. Site Visit: The Firm will visit the site one time to observe existing conditions.

e. Graphic exhibits and written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.

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

3. Final Engineering Design and Specifications: $10,470

a. Cover Sheet

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

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

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

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

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

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

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

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

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

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4. **Bid Phase & Construction Phase Support Services (Hourly): $7000**

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

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

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

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

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

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

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

   h. The Firm shall attend the preconstruction conference.

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

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

2. **Reimbursables, Billed as Incurred:** $1,250 budget estimate

   All reimbursable expenses will be actual cost plus 10% mark up. The Firm will provide all drawings and other deliverable items electronically. Reimbursable expenses include mileage, postage, courier fees, reproduction fees, and printing costs. All City or agency required fees will be paid directly by the Client.

Basic Services for Project 2: 3rd Street Water Improvements

1. **Conceptual Design Package and Data Collection: $2,370**
    a. Plan Research: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design. Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
    b. The Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
    c. The data collection efforts may include conducting special coordination meetings with affected property owners and businesses as necessary to develop water re-routing plans.
    d. Site Visit: The Firm will visit the site one time to observe existing conditions.
    e. Graphic exhibits and written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
    f. Preliminary Opinion of Probable Costs: The Firm will prepare one Preliminary Opinion of Probable Cost using our recent bid tabs, or Client provided unit prices, however, in either case, the Client represents their acceptance of these prices by using the estimate provided.
2. **Final Engineering Design and Specifications: $1,560**
    a. Cover Sheet
    b. A Project Control Sheet, showing all Control Points, used or set while gathering data.
    c. Overall project water layout sheets. The water layout sheet shall identify the proposed water main improvement as well as all existing water & sanitary sewer mains and all water & sanitary sewer appurtenances in the vicinity.
    d. Plan and profile sheets which show the following: proposed water plan/profile and recommended pipe size, valves, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
    e. The Firm shall make provisions for reconnecting all identifiable water service lines which connect directly to any main being replaced, including replacement of existing service lines within City right-of-way or utility easement.
    f. The Firm will provide standard detail sheets for water rehabilitation or replacement per the City's specifications.
    g. For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.
    h. Draft Final plans (90%) and specifications shall be submitted to City for final comments.
    i. Following a 90% construction plan review meeting with the CITY, the Firm shall submit Construction Documents (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
    j. The Firm shall submit a final design estimate of probable construction cost with 100% design package.

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3. Bid Phase & Construction Phase Support Services (Hourly): $2,000

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

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

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

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

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

h. The Firm shall attend the preconstruction conference.

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

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

4. Reimbursables, Billed as Incurred: $1,250 budget estimate

All reimbursable expenses will be actual cost plus 10% mark up. The Firm will provide all drawings and other deliverable items electronically. Reimbursable expenses include mileage, postage, courier fees, reproduction fees, and printing costs. All City or agency required fees will be paid directly by the Client.

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SUMMARY:

Basic Services for Project 1: 3rd Street Sanitary Sewer Improvements

1.	Survey Services	$7,000
2.	Conceptual Design Package and Data Collection	$7,200
3.	Final Engineering Design and Specifications	$10,470
4.	Bid Phase & Construction Phase Support Services	$7,000
5.	Reimbursables	$1,250

Total Project 1: $32,920

Basic Services for Project 2: 3rd Street Water Improvements

1.	Conceptual Design Package and Data Collection	$2,370
2.	Final Engineering Design and Specifications	$1,560
3.	Bid Phase & Construction Phase Support Services	$2,000
4.	Reimbursables	$1,250

Total Project 2: $7,180

Total Estimated Fee: **$ 40,100**

Accepted for **CLIENT**	Accepted for **SHIELD ENGINEERING GROUP, PLLC**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Reimbursable budget estimate**: As Incurred**

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

13. OWNERSHIP OF DOCUMENTS: All documents produced by the Consultant, if not paid for as set forth herein, under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant, otherwise the work product and documents produced are owned by the Client for the purposes of this project only. Consultant will provide all documents paid for by Client, with standard release provisions.

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

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

SHIELD
ENGINEERING GROUP

2022 HOURLY RATE SCHEDULE

Principal / Director	$265
Program Manager	$235
Project Manager	$210
Senior Professional Engineer	$200
Professional Engineer	$175
EIT II	$145
EIT I	$110
Designer	$140
CAD Drafter	$110
Support / Admin	$ 95
Senior RPLS	$210
RPLS	$165
GIS Analyst	$125
SIT	$125
Survey Technician	$115
Party Chief	$115
Survey Crew Member	$ 70

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

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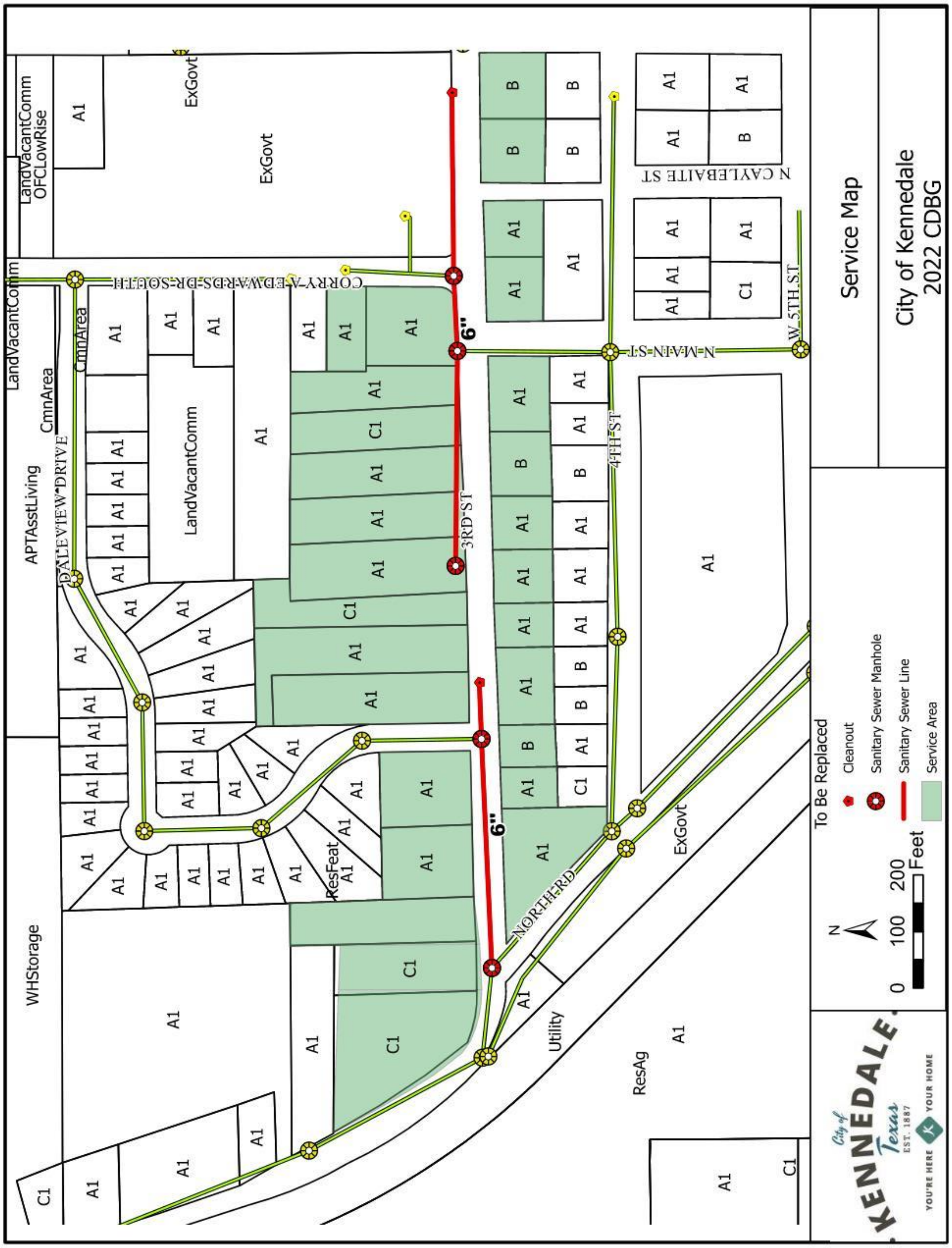
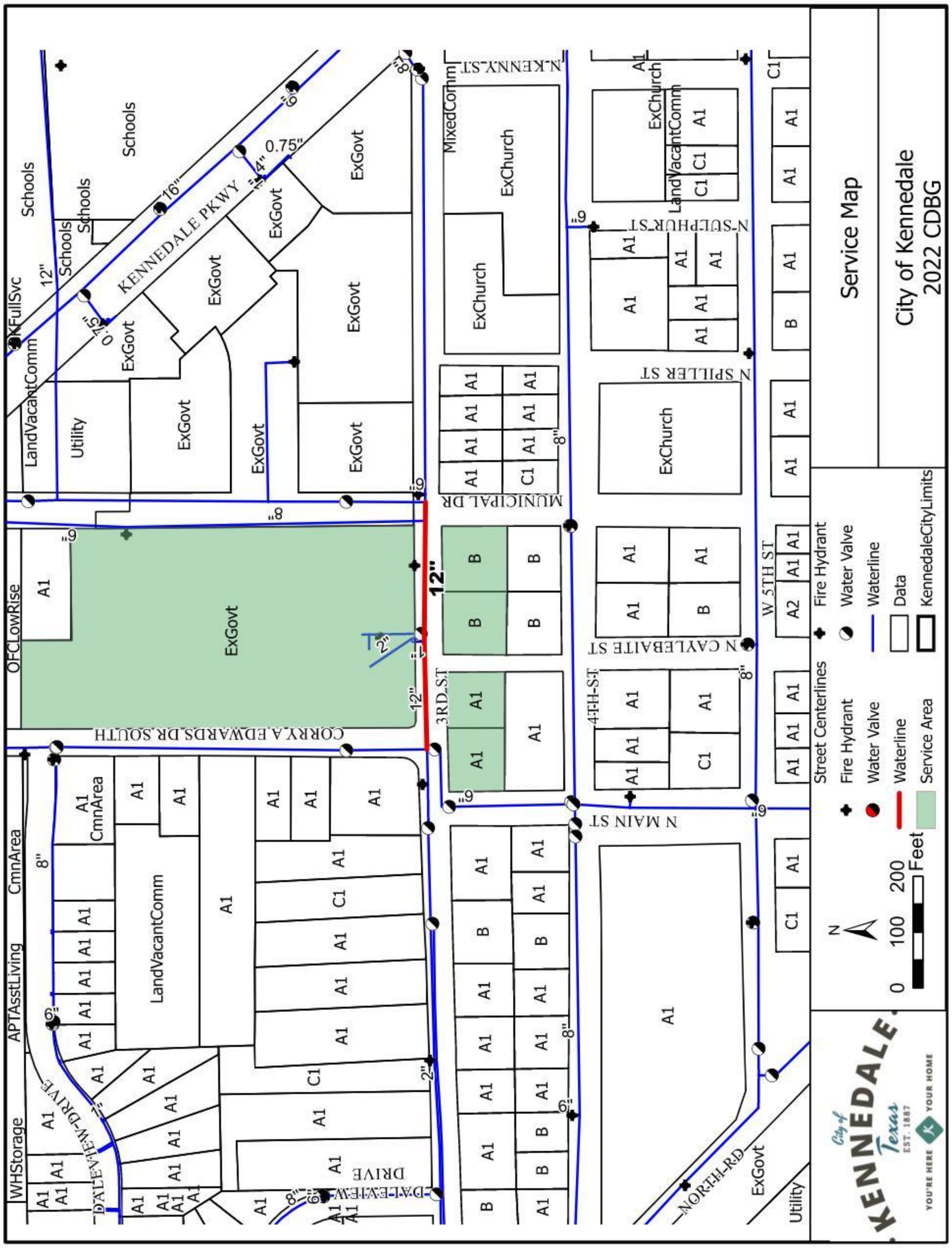


Initials _________ _________ Page 10 of 11

(FIRM) (CLIENT)



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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 20, 2022

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

SUBJECT
Discussion on vacant Mayor position

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: SEPTEMBER 20, 2022

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

SUBJECT
Discussion on vacant City Council Place 2

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS