



## CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, September 24, 2024 at 6:00 PM

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**CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN**

**PLEDGE OF ALLEGIANCE AND INVOCATION**

**PUBLIC COMMENTS (Limited to three minutes per person)**

*Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:*

A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

**CONSENT AGENDA**

*All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approve City Council Meeting Minutes - Regular Meeting September 10, 2024.

**REGULAR AGENDA ITEMS**

2. Discussion/Action: to consider all matters incident and related to the issuance and sale of "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A" including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$5,135,000 to finance the costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and

(ii) professional services rendered in connection with such projects and the financing thereof.

3. Discussion/Action: to adopt a resolution of the City Council of the City of Willow Park, Texas finding that a public necessity exists and authorizing condemnation to acquire fee acquisition of property on one tract for municipal purposes to acquire right of way for King's Gate Road and other public uses, which tract is generally described being located in Parker County, the Issac O. Headley survey, abstract no. 619, and being part of lot 1, block 1, Trinity Meadows Addition, an addition of the City of Willow Park, Parker County, Texas, being an approximate 0.0807 acre (3,514 sq ft), property ID# r000091194, generally located northwest from the intersection of King's Gate Road and Interstate Highway 20 Frontage Road in Willow Park, Texas, at 4200 E. Interstate 20 Service Road S, Willow Park, Texas 76087, and being more particularly described herein providing notice of an official determination to acquire real property for a 0.0807 acre fee acquisition for use as a right of way; authorizing the City Manager to obtain the necessary appraisal report(s) and the making of bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing for an effective date.
4. Discussion/Action: to adopting a Resolution to authorize the execution of an Advance Funding Agreement for the King's Gate Bridge.
5. Discussion/Action: to approve a contract with FlashVote to conduct community surveys during FY 2024-2025.

## INFORMATIONAL

Mayor and City Council Comments

City Manager Comments

**EXECUTIVE SESSION** *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

6. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.
7. 551.087 - Economic Development Negotiations; 551.071 Consultation with City Attorney; Beall Development Agreement; and Brothers In Christ Annexation.
8. Section 551.072 - Discussing the purchase, exchange, lease, or value of real property.

**RECONVENE** *into Open Session and consider action, if any, on the item discussed in Executive Session.*

## ADJOURNMENT

*As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.*

*The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.*

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: September 20, 2024, at 2:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

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Crystal R. Dozier, TRMC, CMC  
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at [cdozier@willowpark.org](mailto:cdozier@willowpark.org). Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at [www.willowpark.org](http://www.willowpark.org)



## CITY COUNCIL REGULAR MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, September 10, 2024 at 6:00 PM

### CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

Mayor Moss called the meeting to order at 6:01 pm.

#### PRESENT

- Mayor Doyle Moss
- Councilmember Eric Contreras
- Councilmember Chawn Gilliland
- Councilmember Greg Runnebaum
- Councilmember Lea Young
- Councilmember Nathan Crummel

#### STAFF PRESENT

- City Manager Bryan Grimes
- Assistant City Manager Bill Funderburk
- City Secretary Crystal Dozier

### PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Moss requested a moment of silence followed by the pledge of allegiance.

### PUBLIC COMMENTS (Limited to three minutes per person)

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A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquiries about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

There were no public comments.

## CONSENT AGENDA

*All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approve City Council Meeting Minutes - Regular Meeting August 27, 2024.

**To approve City Council Meeting Minutes - Regular Meeting August 27, 2024.**

**Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.**

**Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel**

## REGULAR AGENDA ITEMS

2. Discussion/Action: to consider the recommendations form HUB Insurance to award a contract for City Employee Health, Dental, Vision and Life Insurance for the 2024-2025 Fiscal Year.

**To accept and approve the recommendation from HUB Agency to provide employee benefits.**

**Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.**

**Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel**

3. The City of Willow Park City Council will hold a public hearing on the proposed 2024-2025 fiscal year budget at a City Council meeting at 6:00 p.m. on September 10, 2024, in the Willow Park City Hall, Council Chambers, 120 El Chico Trl., Suite A, Willow Park, Texas.

Open Public Hearing

Close Public Hearing

**Mayor Moss opened the Public Hearing at 6:04 pm**

**Hearing was none.**

**Mayor Moss closed the Public Hearing at 6:05 pm**

4. Discussion/Action: to adopt an ordinance providing for the adoption of the City of Willow Park Municipal Budget for the Fiscal Year 2024-2025.

**I move the Willow Park City Council adopt an ordinance providing for the adoption of the City of Willow Park Municipal Budget for Fiscal Year 2024-2025.**

**Motion made by Councilmember Runnebaum, Seconded by Councilmember Contreras.**

**Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel.**

**Since the budget will raise total property tax revenue, the City Council must take a separate ratification vote.**

**Ratification Vote:**

**Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel**

5. The Willow Park City Council will conduct a public hearing on the City of Willow Park Proposed Tax Rate for Tax Year 2024 at a City Council meeting at 6:00 p.m. on September 10, 2024, in the Willow Park City Hall, Council Chambers, 120 El Chico Trl., Suite A, Willow Park, Texas.

Open Public Hearing

Close Public Hearing

**Mayor Moss opened the Public Hearing at 6:09 pm**

**Hearing was none.**

**Mayor Moss closed the Public Hearing at 6:10 pm**

6. Discussion/Action: to adopt an ordinance levying the 2024 Ad Valorem Tax Rate of the City of Willow Park, Texas on all taxable property within the corporate limits of the City, not exempt by law; providing revenues for payment of current municipal expenses; and for the interest and sinking funds on outstanding City of Willow Park Bonds; providing for enforcement of collection; providing for severability clause; and providing an effective date.

**I move that the property tax rate be increased by the adoption of a tax rate of \$0432546, which is effectively a 15.08% increase in the tax rate.**

**Motion made by Councilmember Runnebaum, Seconded by Councilmember Gilliland.**

**Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel**

7. PUBLIC HEARING: For Special Use Permit regarding the placement of a temporary, free-standing, off-premise sign on Lot S PT 1, Block 1, Trinity Meadows Subdivision, in the City of Willow Park, Parker County, Texas.

Open Public Hearing

Close Public Hearing

**Mayor Moss opened the Public Hearing at 6:11 pm**

**Hearing was none.**

**Mayor Moss closed the Public Hearing at 6:12 pm**

8. Consideration/Action: to adopt an ordinance to approve a Special Use Permit regarding the placement of a temporary, free-standing, off-premise sign on Lot S PT 1, Block 1, Trinity Meadows Subdivision, in the City of Willow Park, Parker County, Texas.

**To adopt and ordinance approving the Special Use Permit as stated with the condition of expiration in twenty-four (24) months from City Council's approval or change in the property ownership of the sign's location, whichever comes first.**

**Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.**

**Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel**

## **INFORMATIONAL**

Mayor and City Council Comments

**Mayor Moss thanked everyone for their service and the city has a lot of great things going on.**

**Councilman Runnebaum stated he appreciated all hard work staff is doing and to keep up the great work.**

City Manager Comments

**City Manager Grimes announced city employee Michael Flores tested for A Wastewater License and passed. He is official a AA license holder. This means he hold an A License in water and wastewater. There are only 63 people in the state of Texas that hold these two licenses and now two of them work for the City of Willow Park.**

**EXECUTIVE SESSION** *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

**Mayor Moss convened into closed session at 6:15 pm.**

9. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.
10. 551.087 - Economic Development Negotiations; 551.071 Consultation with City Attorney; Beall Development Agreement; and Brothers In Christ Annexation.
11. Section 551-074 Personnel Matters; City Secretary Review

**RECONVENE** into Open Session and consider action, if any, on the item discussed in Executive Session.

**Mayor Moss reconvened into open session at 7:11 pm.**

**No action was taken.**

**ADJOURNMENT**

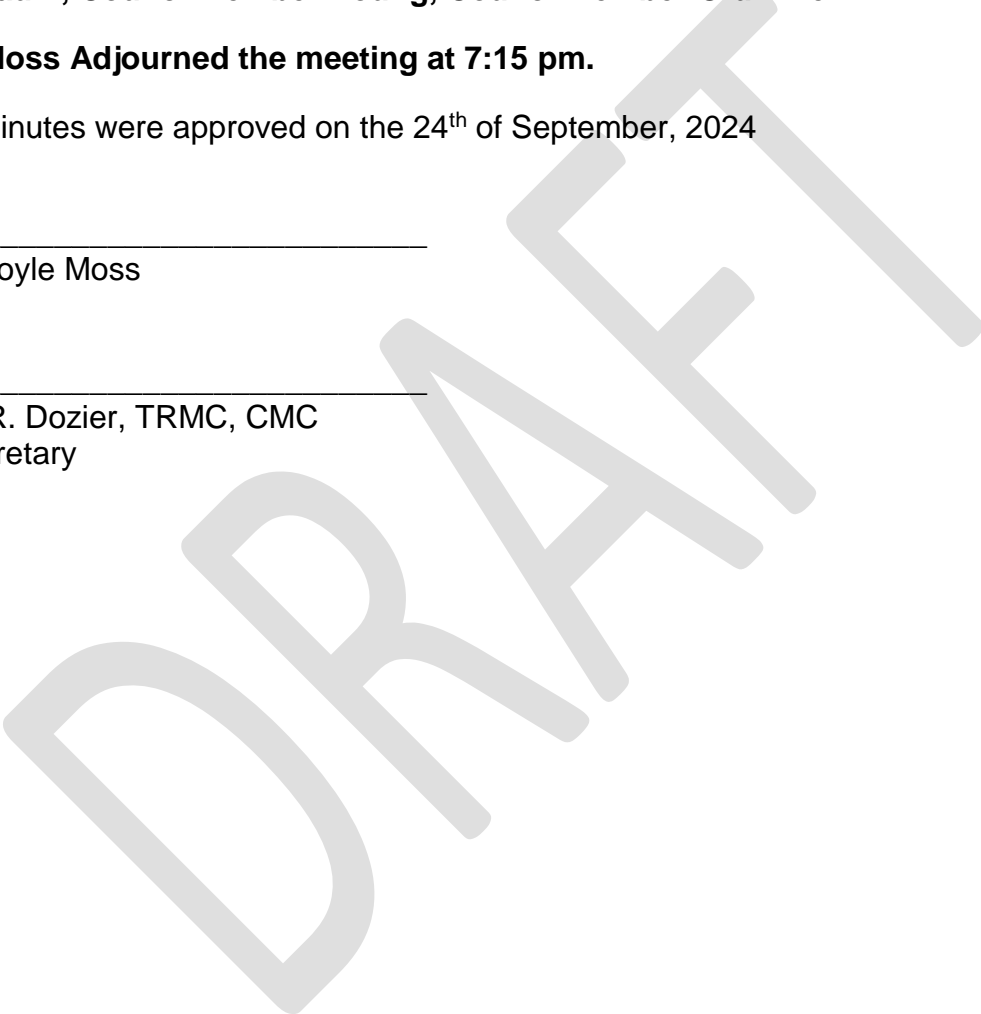
**Motion made by Councilmember Gilliland, Seconded by Councilmember Runnebaum. Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel**

**Mayor Moss Adjourned the meeting at 7:15 pm.**

These minutes were approved on the 24<sup>th</sup> of September, 2024

\_\_\_\_\_  
Mayor Doyle Moss

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Crystal R. Dozier, TRMC, CMC  
City Secretary







# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 24, 2024	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:** Consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A” including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$5,135,000 to finance the costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof.

**BACKGROUND:** As referenced at the prior Council meeting, a portion of the Certificate of Obligation would fund activities with an impending development. It was expected that the developer’s agreement would be finalized by the September 24<sup>th</sup> meeting. However, the DA has not been finalized. Staff and the developer are actively working to finalize an agreement, and staff expects this matter to be resolved in a timely manner.

The Texas Attorney General, who oversees and reviews all bonds, allows municipalities to postpone the issuance of debt, and per bond counsel, Kristen Savant, the City of Willow Park can postpone the issuance of debt until a date certain.

**Suggested motion language:**

**I move that the City Council postpone consideration of all matters relating to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A” to the regular City Council meeting on October 22, 2024**

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**



### CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 24, 2024	<b>Department:</b> Administration	<b>Presented By:</b> Bill Funderburk
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**AGENDA ITEM:** to adopt a resolution of the City Council of the City of Willow Park, Texas finding that a public necessity exists and authorizing condemnation to acquire fee acquisition of property on one tract for municipal purposes to acquire right of way for King’s Gate Road and other public uses, which tract is generally described being located in Parker County, the Issac O. Headley survey, abstract no. 619, and being part of lot 1, block 1, Trinity Meadows Addition, an addition of the City of Willow Park, Parker County, Texas, being an approximate 0.0807 acre (3,514 sq ft), property ID# r000091194, generally located northwest from the intersection of King’s Gate Road and Interstate Highway 20 Frontage Road in Willow Park, Texas, at 4200 E. Interstate 20 Service Road S, Willow Park, Texas 76087, and being more particularly described herein providing notice of an official determination to acquire real property for a 0.0807 acre fee acquisition for use as a right of way; authorizing the City Manager to obtain the necessary appraisal report(s) and the making of bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing for an effective date.

**BACKGROUND:**

The City of Willow Park owns a bridge located at King’s Gate Road over Clear Fork Trinity River. It has become necessary to replace the King’s Gate Road bridge which requires the purchase of property. Negotiations to acquire the right-of-way have been unsuccessful to date. If the city cannot obtain a conveyance by negotiation, it will initiate eminent domain proceedings to acquire the property.

The City Council must adopt a Resolution authorizing the use of the power of eminent domain to acquire a tract of land containing approximately 0.0807 acres (3,514 sq ft), generally located northwest from the intersection of King’s Gate Road and Interstate Highway 20 Frontage Road at 4200 E. Interstate 20 Service Road S in the City of Willow Park, for right-of-way, roadway, and other public uses, and such appurtenant facilities as may be necessary.

**STAFF RECOMMENDATION:**

Adopt a resolution authorizing condemnation to acquire fee acquisition of property on one tract for use as right-of-way for the King’s Gate Road Bridge Replacement Project.

Motion: **I move that the City of Willow Park authorize the use of the power of eminent domain to acquire a tract of land containing approximately 0.0807 acres in fee simple located at 4200 E. Interstate 20 Service Road S in the City of Willow Park located in the Issac O. Headley Survey, Abstract No. 619, Property ID R000091194 and more fully described and depicted in Exhibit A of the proposed written resolution for this item, for right-of-way, roadway, and other public uses, and such appurtenant facilities as may be necessary, that the record vote on this single motion apply to all units of property to be condemned, if applicable, and that Resolution No. 2024-09 be adopted.**

**EXHIBIT:**

Resolution

**RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE FEE ACQUISITION OF PROPERTY ON ONE TRACT FOR MUNICIPAL PURPOSES TO ACQUIRE RIGHT OF WAY FOR KING'S GATE ROAD AND OTHER PUBLIC USES, WHICH TRACT IS GENERALLY DESCRIBED BEING LOCATED IN PARKER COUNTY, THE ISSAC O. HEADLEY SURVEY, ABSTRACT NO. 619, AND BEING PART OF LOT 1, BLOCK 1, TRINITY MEADOWS ADDITION, AN ADDITION OF THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS, BEING AN APPROXIMATE 0.0807 ACRE (3,514 SQ FT), PROPERTY ID# R000091194, GENERALLY LOCATED NORTHWEST FROM THE INTERSECTION OF KING'S GATE ROAD AND INTERSTATE HIGHWAY 20 FRONTAGE ROAD IN WILLOW PARK, TEXAS, AT 4200 E. INTERSTATE 20 SERVICE ROAD S, WILLOW PARK, TEXAS 76087, AND BEING MORE PARTICULARLY DESCRIBED HEREIN PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A 0.0807 ACRE FEE ACQUISITION FOR USE AS A RIGHT OF WAY; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORT(S) AND THE MAKING OF BONA FIDE OFFERS OF JUST COMPENSATION FOR THE PROPERTY; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE PROPERTY; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE PROPERTY IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Willow Park, Texas ("City"), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, is authorized to initiate eminent domain proceedings to acquire real property for a public purpose in order to install public utilities, including but not limited to, public roadways and other right-of-way improvements, such appurtenant facilities as may be necessary, and other public uses for the construction of roadways at 4200 E. Interstate 20 Service Road S, Willow Park, Texas 76087 (the "Project"); and

**WHEREAS**, the City Council of the City of Willow Park ("City Council") has investigated and determined that there is a public need and necessity for the health, safety and welfare of the City and the public at large for the acquisition, by eminent domain, of the following 0.0807 acre fee acquisition located northwest of the intersection of King's Gate Road and Interstate Highway 20 Frontage Road in the Issac O. Headley Survey, Abstract No. 619, and being part of Lot 1, Block 1, Trinity Meadows Addition, an addition of the City of Willow Park, Parker County, Texas, more commonly known as 4200 E. Interstate 20 Service Road S, Willow Park, Texas 76087, property ID R000091194, more specifically identified in **Exhibit "A,"** attached hereto and incorporated herein for all purposes (the "Property"), and it is the City's intent to acquire the necessary Property for such public purpose stated herein; and

**WHEREAS**, the City Council has investigated and determined that the Project constitutes a public use for a public purpose and that the taking of said real property is necessary for public use; and

**WHEREAS**, the City Council finds that the description of the Property for acquisition under, over and across the tract of land by eminent domain for the Project complies with applicable law in that the same identifies the Property that will be used by the City for such public uses in a way that provides the property owner reasonable notice that the owner's property may be subject to condemnation proceedings during the planning or construction of the Project; and

**WHEREAS**, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Property to be acquired by eminent domain as required by law; and

**WHEREAS**, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire the Property for public use voluntarily from the owner(s) prior to moving forward with acquisition by eminent domain; and

**WHEREAS**, the City Manager, or his designee, will seek, if not already obtained, third-party appraisal(s), and the City Manager, law firm of Messer Fort, PLLC ("Legal Counsel") or their designee will make bona fide initial and final offer(s) based on the appraisal(s) to the owner(s) of the Property, which may or may not be accepted by the Property's owner(s); and

**WHEREAS**, if the owner(s) of the Property do(es) not agree upon the just compensation to be paid them for the Property herein described, the City Council hereby authorizes and directs Legal Counsel to institute proceedings in eminent domain to acquire the herein described Property for the purposes stated herein.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS THAT:**

**SECTION 1:** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** The City Council hereby officially determines that there is a public use and necessity for acquiring the Property; the public welfare and convenience will be served by the acquisition, by eminent domain, of the Property; it is the City's intent to acquire the Property for right-of-way, roadway, and other public uses and purposes on the Property, as detailed above and as more specifically described in and depicted on **Exhibits "A,"** attached hereto and made a part hereof for all purposes as if set forth verbatim, specifically for the municipal purposes in order to install roadway or other right-of-way improvements and such appurtenant facilities as may be necessary to construct same, as well as other public uses; and the use of eminent domain is hereby authorized to obtain the Property in fee in, under, over, through, across and along the tract for such purposes, as allowed by law, together with all necessary appurtenances, additions, and improvements on, over, under and through those certain lots, tract, or parcel of land.

**SECTION 3:** The City Council hereby authorizes the City Manager or his designee to obtain, review and accept a third party's appraisal report(s) and updated report(s), if not acquired already, and if already obtained those actions are ratified. The City Manager, Legal Counsel or their designee is authorized to make bona fide initial and final offers based on the appraisal(s) to the owner(s) of the Property, and if such actions have already been completed those actions are so ratified. In the event of failed attempts to negotiate with any owner(s) of the Property after making bona fide initial offer(s) and making bona fide final offer(s), the City Council hereby authorizes the City Manager or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of the Property for municipal purposes and other public uses on the Property by eminent domain. Legal Counsel, or designee, is authorized and directed to negotiate for and to acquire the Property for the City, and to acquire said rights in compliance with State and Federal law. Moreover, Legal Counsel, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed Property including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain. In the event additional persons are subsequently determined to have an interest in the Property, Legal Counsel is authorized and directed to join said persons as defendants in the suit or action.

**SECTION 4:** The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the Property, on behalf of the City, whether by purchase or eminent domain. The City Council hereby ratifies any and all negotiations, offer letters and all documents executed prior to the effective date of this Resolution, by the City Manager, or his designee, or Legal Counsel which were necessary for the acquisition of the Property.

**SECTION 5:** It is the intent of the City Council that this Resolution authorizes the condemnation of the Property required for this Project, more specifically described in and depicted on **Exhibit "A,"** for the purposes herein stated. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions (which may include less or slightly more acreage) or the Project requires less property rights, the City Manager, Legal Counsel or their designee is authorized to have such errors corrected or revisions made and to acquire such property rights without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

**SECTION 6:** The amount to be paid, if any, for acquiring the Property, will be appropriated from any lawful source.

**SECTION 7.** In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount. The City's Finance Director is hereby authorized to issue a check from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner(s) or to the County Clerk of Parker County, to be deposited into the registry of the Court, to enable the City to take possession of the Property without further action of the City Council. If the City Manager believes such award should be appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal and then place on the next available city council agenda to either pursue or withdraw the appeal.

**SECTION 8:** Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 9:** This Resolution shall take effect immediately upon its passage and execution and compliance with any other requirements for effectiveness that may be required by law.

**PASSED AND APPROVED by roll call vote on** this the 24<sup>th</sup> day of September 2024 at a regular meeting of the City Council of the City of Willow Park in which a quorum was present.

\_\_\_\_\_  
**Doyle Moss, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Crystal R. Dozier, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Pat Chesser, City Attorney**

**EXHIBIT "A"**  
**Legal Description of the 0.0807 acre fee acquisition (3,514 Square Feet)**

County: Parker  
Kings Gate Road  
RCSJ: 0902-38-148  
CCSJ: 0902-38-135  
Kings Gate Road Baseline  
Sta. 10+43.41 to Sta. 12+24.65  
October 25, 2023  
Parcel P00080581  
Page 1 of 6

Exhibit A

Property Description for Parcel P00080581

**BEING** 0.0807 of an acre (3,514 square feet) tract of land, situated in the Isaac O. Headley Survey, Abstract Number 619, City of Willow Park, Parker County, Texas, and being a part of Lot 1, Block 1, Trinity Meadows Addition, an addition to the City of Willow Park, Texas recorded in Cabinet A, Slide 740, Plat Records, Parker County, Texas (P.R.P.C.T.), and also being a part of that certain tract of land described in a Warranty Deed to Larry Lawley from Parker County’s Squaw Creek Downs, L.P. recorded in Volume 2539, Page 1447, Official Public Records, Parker County, Texas (O.P.R.P.C.T.), executed on May 18, 2007, said tract of land being more particularly described as follows:

**COMMENCING** at a found 1/2-inch iron rod (controlling monument) for the southwest corner of said Lawley tract, same being the southwest corner of said Lot 1, also being the southeast corner of that certain tract of land described in a Warranty deed with Vendor’s Lien to Second Empire Brewery, LLC recorded in Instrument Number 202223944, O.P.R.P.C.T., said corner also being in the existing north right-of-way line of Interstate Highway 20 (variable width right-of-way), described in deed to the State of Texas recorded in Volume 173, Page 57, Deed Records, Parker County, Texas (D.R.P.C.T.);

**THENCE**, South 72 degrees 01 minute 42 seconds East, along the south line of said Lawley tract, same being the south line of said Lot 1, also being the existing north right-of-way line of said Interstate Highway 20, a distance of 151.71 feet to a set 1/2-inch iron rod with yellow plastic cap stamped “PAPE DAWSON” in the proposed right-of-way line of Kings Gate Road, (variable width right-of-way) for the **POINT OF BEGINNING** at Kings Gate Road Baseline Station 10+43.41, 45.00 feet left, and a coordinate of North=6,954,431.89, East=2,228,939.81;

1. **THENCE**, North 38 degrees 04 minutes 13 seconds East, along the proposed right-of-way line of said Kings Gate Road, a distance of 62.42 feet to a set 1/2-inch iron rod with yellow plastic cap stamped “PAPE DAWSON” at Kings Gate Road Baseline Station 11+05.83, 45.00 feet left, said point being the beginning of a curve to the right, with a radius of 1,095.00 feet, having a central angle of 01 degree 16 minutes 18 seconds, and a chord bearing of North 38 degrees 42 minutes 22 seconds East, a chord distance of 24.30 feet;

County: Parker  
Kings Gate Road  
RCSJ: 0902-38-148  
CCSJ: 0902-38-135  
Kings Gate Road Baseline  
Sta. 10+43.41 to Sta. 12+24.65  
October 25, 2023  
Parcel P00080581  
Page 2 of 6

Exhibit A

Property Description for Parcel P00080581

- 2. **THENCE**, along the proposed right-of-way line, and along said curve to the right, an arc distance of 24.30 feet to a set 1/2-inch iron rod with yellow plastic cap stamped “PAPE DAWSON” at Kings Gate Road Baseline Station 11+29.14, 45.00 feet left and being a point on the proposed right-of-way line;
- 3. **THENCE**, North 39 degrees 20 minutes 31 seconds East, continuing along the proposed right-of-way line of said Kings Gate Road, a distance of 57.87 feet to a set 1/2-inch iron rod with yellow plastic cap stamped “PAPE DAWSON” at Kings Gate Road Baseline Station 11+87.00, 45.00 feet left and being a point on the proposed right-of-way line;
- 4. **THENCE**, North 50 degrees 39 minutes 29 seconds West, continuing along the proposed right-of-way line of said Kings Gate Road, a distance of 15.00 feet to a set 1/2-inch iron rod with yellow plastic cap stamped “PAPE DAWSON” at Kings Gate Road Baseline Station 11+87.00, 60.00 feet left and being a point on the proposed right-of-way line;
- 5. **THENCE**, North 39 degrees 20 minutes 31 seconds East, along the proposed right-of-way line of said Kings Gate Road, a distance of 37.64 feet to a set 1/2-inch iron rod with yellow plastic cap stamped “PAPE DAWSON” at Kings Gate Road Baseline Station 12+24.65, 60.00 feet left, said point also being on the south line of Lot 1R, Block 9, The Reserves at Trinity, an addition to the City of Willow Park, Texas, recorded in Cabinet E, Slide 726, P.R.P.C.T.;
- 6. **THENCE**, South 66 degrees 55 minutes 42 seconds East, along the north line of said Lawley tract, same being the north line of said Lot 1, also being the south line of said Lot 1R, a distance of 32.22 feet to a calculated point for the northeast corner of said Lawley tract, same being the northeast corner of Lot 1, also being the southeast corner of said Lot 1R, said point also being on the existing west right-of-way line of Kings Gate Road (60 foot wide right-of-way), recorded in Cabinet A, Slide 740, P.R.P.C.T.;

County: Parker  
Kings Gate Road  
RCSJ: 0902-38-148  
CCSJ: 0902-38-135  
Kings Gate Road Baseline  
Sta. 10+43.41 to Sta. 12+24.65  
October 25, 2023  
Parcel P00080581  
Page 3 of 6

Exhibit A

Property Description for Parcel P00080581

- 7. **THENCE**, South 39 degrees 18 minutes 49 seconds West, along the existing west right-of-way line of said Kings Gate Road, same being the east line of said Lawley tract, also being the east line of said Lot 1, a distance of 185.62 feet to a calculated point for the southeast corner of said Lawley tract, same being the southeast corner of said Lot 1, also being the intersection of the existing west right-of-way line of said Kings Gate Road and the existing north right-of-way line of said Interstate Highway 20, from which a found 1/2-inch iron rod with red plastic cap stamped “WELLS TX5499” (C.M.) at the southwest corner of Lot 1, Block 1, Bells Natural Stone Addition, an addition to the City of Willow Park, Texas recorded in Cabinet C, Slide 117, P.R.P.C.T., bears South 74 degrees 25 minutes 31 seconds East, 66.54 feet;
- 8. **THENCE**, North 72 degrees 01 minute 42 seconds West, along the existing north right-of-way line of said Interstate Highway 20, same being the south line of said Lawley tract, also being the south line of said Lot 1, a distance of 15.43 feet to the **POINT OF BEGINNING** and containing 0.0807 of an acre (3,514 square feet) of land.

All Coordinates and Bearings are based on the Texas State Coordinate System, North Central Zone (4202), North American Datum 1983 (NAD 83), 2011 Adjustment, Epoch 2010. All distances and coordinates shown are surface unless otherwise noted and may be converted to grid by dividing by a combined adjustment factor of 1.00012. Unit of measure is US Survey Foot.

All Stations and Offsets shown are calculated relative to the project centerline Kings Gate Road Baseline unless otherwise noted. Project Control Section Job Number 0902-38-148.

A survey plat of even date herewith accompanies the legal description.



County: Parker  
Kings Gate Road  
RCSJ: 0902-38-148  
CCSJ: 0902-38-135  
Kings Gate Road Baseline  
Sta. 10+43.41 to Sta. 12+24.65  
October 25, 2023  
Parcel P00080581  
Page 4 of 6

Exhibit A

Property Description for Parcel P00080581

I, Marcos A. Madrid, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Marcos A. Madrid, R.P.L.S.  
Texas Registration No. 6740  
Firm Registration No. 10194390  
October 25, 2023

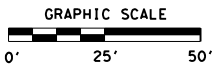
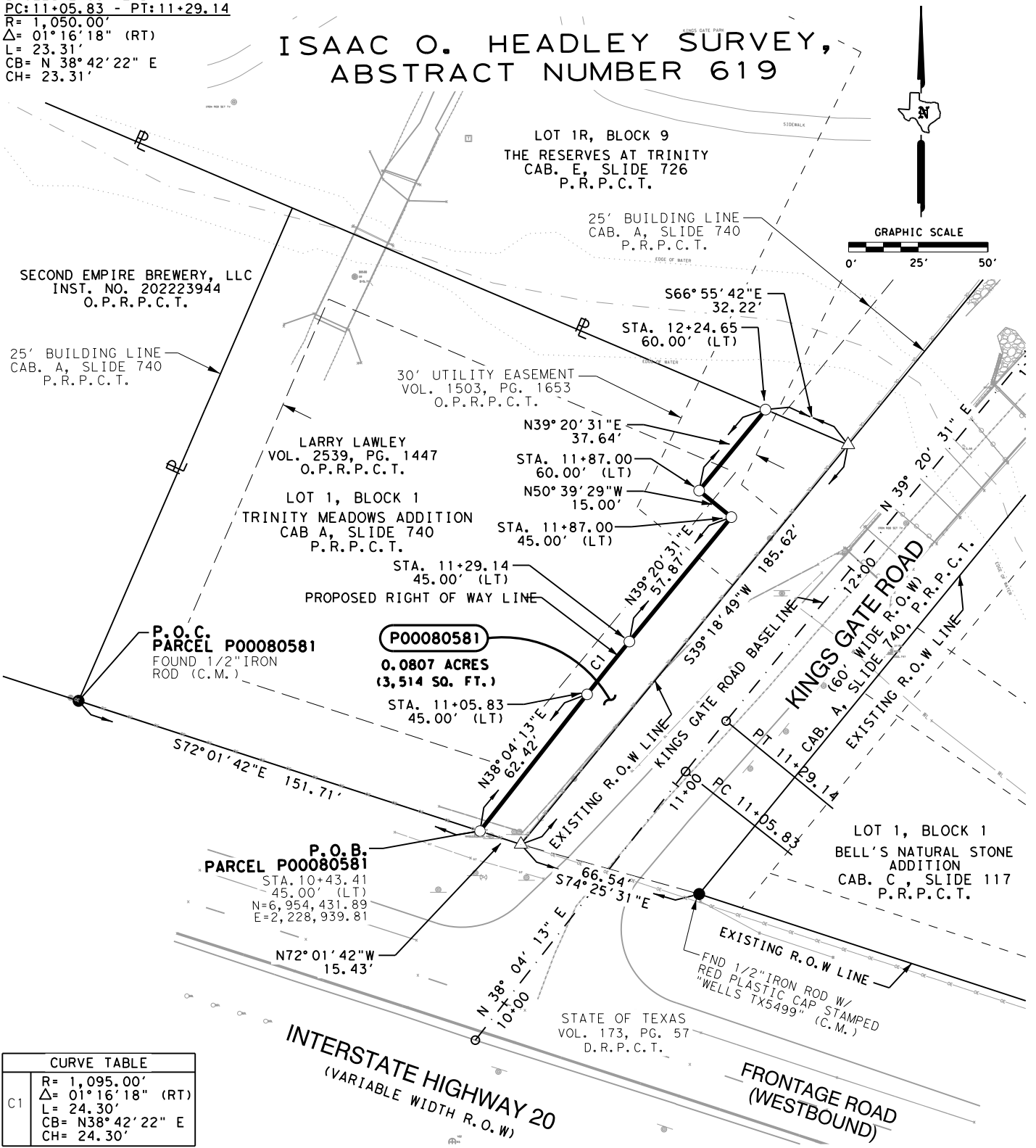


PREPARED BY: Pape-Dawson Engineers, Inc.  
6105 Tennyson Parkway, S-210, Plano, Texas 75024  
214-420-8494  
DATE: October 25, 2023  
JOB NO.: 51300-04  
DOC. ID: W:/Survey/Civil/Transpo/51300-04/CADD/Boundary/Dgn/Parcel P00080581

EXHIBIT "A"

BASELINE CURVE DATA  
PC:11+05.83 - PT:11+29.14  
R= 1,050.00'  
Δ= 01°16'18" (RT)  
L= 23.31'  
CB= N 38°42'22" E  
CH= 23.31'

ISAAC O. HEADLEY SURVEY,  
ABSTRACT NUMBER 619



CURVE TABLE	
C1	R= 1,095.00' Δ= 01°16'18" (RT) L= 24.30' CB= N38°42'22" E CH= 24.30'

**PAPE-DAWSON ENGINEERS**

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH  
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

PLAT OF A SURVEY OF PARCEL P00080581			
DISTRICT	STATE	COUNTY	HIGHWAY NO.
2	TEXAS	PARKER	KINGS GATE ROAD
	CONT.	SECT.	JOB
CCSJ	0902	38	135
RCSJ	0902	38	148

© 2022

SCALE: 1"=50'  
PAGE: 5 OF

ORIGINAL DATE: 10/25/2023

REVISION DATE:

EXHIBIT "A"

LEGEND

- CAB. CABINET
- D.E. DRAINAGE EASEMENT
- INST. NO. COUNTY CLERK INSTRUMENT NUMBER
- D.R.T.C.T. DEED RECORDS, PARKER COUNTY, TEXAS
- ESMT. EASEMENT
- IR IRON ROD
- IRC IRON ROD WITH CAP
- (LT) LEFT
- N.T.S. NOT TO SCALE
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.S.E. PUBLIC OPEN SPACE EASEMENT
- P.R.P.C.T. PLAT RECORDS, PARKER COUNTY, TEXAS
- R.O.W. RIGHT OF WAY
- (RT) RIGHT
- STA. STATION
- U.E. UTILITY EASEMENT
- VOL. VOLUME
- (C.M.) CONTROLLING MONUMENT
  - MONUMENT FOUND (SIZE & TYPE NOTED)
  - △ CALCULATED POINT
  - 1/2" IRON ROD SET WITH YELLW PLASTIC CAP STAMPED "PAPE DAWSON" (UNLESS OTHERWISE NOTED)
- S— APPROXIMATE SURVEY LINE
- E— EXISTING R.O.W. LINE
- P— PROPERTY LINE
- — — EXISTING EASEMENT LINE
- — — PROPOSED EASEMENT LINE
- · · · · PROPOSED CENTERLINE
- — — — PROPOSED R.O.W. LINE
- Z— CONTINUOUS OWNERSHIP PER DEEDS (LAND HOOK)

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING TXDOT CONVERSION FACTOR FOR PARKER COUNTY OF 1.00012.
2. THIS PARCEL PLAT IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION OF EVEN DATE.
3. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE KINGS GATE ROAD.
5. 5' COMMUNICATIONS EASEMENT RECORDED IN VOLUME 1079, PAGE 404, DEED RECORDS, PARKER COUNTY, TEXAS. (LOCATION UNDETERMINABLE)

**P00080581** PARCEL NUMBER



*Marcos A. Madrid*

10/25/2023

MARCOS A. MADRID, R.P.L.S. NO. 6740 DATE

AREA TABLE		
	ACRES	SQUARE FEET
DEED AREA	0.8129	35,411
ACQUISITION AREA	0.0807	3,514
REMAINDER AREA	0.7322 LT	31,897



DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH  
 6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

PLAT OF A SURVEY OF  
**PARCEL P00080581**

DISTRICT	STATE	COUNTY	HIGHWAY NO.
2	TEXAS	PARKER	KINGS GATE ROAD
	CONT.	SECT.	JOB
CCSJ	0902	38	135
CCSJ	0902	38	148



SCALE PAGE  
 6 OF

ORIGINAL DATE: 10/25/2023

REVISION DATE:

G-SK 12775-00 BNDY\_BORE HOLES.txt

<\* 3 Describe Parcel PAR581

Parcel PAR001 : P100 P101 P102 P103 P100

Owner # 1: Lawley Tract

Feature: DEED

Taken : P104 CUR PAR001T11 P105 P106 P107 P102 P103 P104

Name: TAK01\_PAR001

Feature: PROW

Taken area = 3,513.8251 ft<sup>2</sup> = 0.0807 a

Total parent tract area = 35,411.2178 ft<sup>2</sup> = 0.8129 a

Total taken area = 3,513.8251 ft<sup>2</sup> = 0.0807 a

Remaining area = 31,897.3927 ft<sup>2</sup> = 0.7322 a

Description of parcel: PAR581

Beginning TAK01\_PAR581 taken description from parcel PAR581

=====

Point P104 POB N 6,954,431.89 E 2,228,939.81

Course from P104 to PC PAR001T11 N 38° 04' 13" E Dist 62.42

G-SK 12775-00 BNDY\_BORE HOLES.txt

Curve Data

\*-----\*

Curve PAR001T11

P.I. N 6,954,490.60 E 2,228,985.80

Delta = 1° 16' 18" (RT)

Degree = 5° 13' 57"

Tangent = 12.15

Length = 24.30

Radius = 1,095.00

External = 0.07

Long Chord = 24.30

Mid. Ord. = 0.07

P.C. N 6,954,481.03 E 2,228,978.30

P.T. N 6,954,500.00 E 2,228,993.50

C.C. N 6,953,805.83 E 2,229,840.35

Back = N 38° 04' 13" E

Ahead = N 39° 20' 31" E

Chord Bear = N 38° 42' 22" E

Course from PT PAR001T11 to P105 N 39° 20' 31" E Dist 57.87

Point P105 N 6,954,544.75 E 2,229,030.18

G-SK 12775-00 BNDY\_BORE HOLES.txt

Course from P105 to P106 N 50° 39' 29" W Dist 15.00

Point P106                    N        6,954,554.26 E        2,229,018.58

Course from P106 to P107 N 39° 20' 31" E Dist 37.64

Point P107                    N        6,954,583.37 E        2,229,042.45

Course from P107 to P102 S 66° 55' 42" E Dist 32.22

Point P102                    N        6,954,570.75 E        2,229,072.09

Course from P102 to P103 S 39° 18' 49" W Dist 185.62

Point P103                    N        6,954,427.13 E        2,228,954.49

Course from P103 to P104 N 72° 01' 42" W Dist 15.43

Point P104                    N        6,954,431.89 E        2,228,939.81

=====

End of Parcel PAR581 description



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 24, 2024	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
--------------------------------------------	-----------------------------	--------------------------------------

**AGENDA ITEM: Discuss and consider adopting a Resolution to authorize the execution of an Advance Funding Agreement for the King’s Gate Bridge.**

**BACKGROUND:**

The storm sewer pipe that was placed during the reconstruction of the King’s Gate Road north of the bridge conflicts with the proposed bridge project. This storm sewer pipe comes right in line where a required drill shaft for the north abutment must be placed.

A new stand-alone Advance Funding Agreement is required by TxDOT for the utility relocation. The Advance Funding Agreement states that the utility relocations are the Local Government’s responsibility. Since this utility conflicts with the proposed bridge replacement, the City of Willow Park is responsible for the proper relocation of the storm sewer pipe so that it is clear of the proposed bridge structure. The plan is to relocate this storm sewer pipe outside the bridge structure in a way it will not conflict with the abutment and the needed drill shafts. The storm sewer pipe will be adjusted during construction.

The City Council must also adopt a Resolution to authorize the execution of the Advance Funding Agreement to relocate the existing storm sewer line and headwall on King’s Gate Road and proceed with the bridge project.

---

**STAFF RECOMMENDATION:**

Staff recommends the City Council adopt a Resolution to authorize the execution of an Advance Funding Agreement.

---

**EXHIBITS:**

- Resolution
- Draft Advance Funding Agreement

<b>ADDITIONAL INFO:</b> <i>Estimated payment by the Local Government to the State before construction: \$8,489.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.</i>	<b>FINANCIAL INFO:</b>	
	<b>Cost</b>	\$8,489.00
	<b>Source of Funding</b>	

**CITY OF WILLOW PARK, TEXAS**

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS TO AUTHORIZE THE EXECUTION OF THE ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR KINGSGATE BRIDGE.**

**WHEREAS**, scope of work for the Project consists of additional items needed for bridge replacement on Kingsgate Road which includes relocation of the storm drainpipe headwall, 24 inch storm drainpipe trench excavation, backfill and compaction around drainpipe structures; and

**NOW THEREFORE, be it Resolved by the City Council of the City of Willow Park, Texas that:**

That the City Council authorizes an Advanced Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program grant improvements to Kingsgate Bridge on Kingsgate Road and I-20 Frontage Road for a total estimated cost of \$102,404.00, with the City’s share of the costs estimated to be \$8,489.00 plus any cost overruns. The City Manager is authorized to execute all documents necessary to complete this transaction.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Willow Park, Texas, on this 24<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Doyle Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Crystal Dozier, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William P. Chesser, City Attorney



TxDOT:				Federal Highway Administration:		Item 4.
CCSJ #	0902-38-153	AFA ID	Z00010675	CFDA No.	20.205	
AFA CSJs	0902-38-153			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Kings Gate Rd Off-System BR @ CFTR			AFA Not Used For Research & Development		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For  
Local Contribution/Participation  
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 Willow Park**, 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 **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **replacement of the bridge on Kings Gate Road over Clear Fork Trinity River, NBI 02-184-0-J001-05-001**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, an Advanced Funding Agreement for Bridge Replacement or Rehabilitation (CSJ 0902-38-135) was executed on March 10<sup>th</sup>, 2021, to replace or rehabilitate the bridges or bridges at the above location; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated \_\_\_\_\_,

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

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

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

**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 additional items needed for bridge replacement on Kings Gate Road: NBI Structure# 02-184-0-J001-05-001 project. Additional items include: relocation of the storm drainpipe headwall, 24" storm drainpipe, trench excavation, back fill and compaction around the structures as shown on Attachment A.

**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.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>		

- 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.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>		

- 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.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

- 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.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

**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).

TxDOT:				Federal Highway Administration:		Item 4.
CCSJ #	0902-38-153	AFA ID	Z00010675	CFDA No.	20.205	
AFA CSJs	0902-38-153			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Kings Gate Rd Off-System BR @ CFTR			AFA Not Used For Research & Development		

**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.

TxDOT:				Federal Highway Administration:		Item 4.
CCSJ #	0902-38-153	AFA ID	Z00010675	CFDA No.	20.205	
AFA CSJs	0902-38-153			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Kings Gate Rd Off-System BR @ CFTR			AFA Not Used For Research & Development		

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.



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>		

- 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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

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:

<b>Local Government:</b>	<b>State:</b>
City of Willow Park ATTN: City Manager 120 El Chico Suite A Willow Park, TX, 76087	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> 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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

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:

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<b>AFA Not Used For Research &amp; Development</b>		

- A. Compliance with Regulations: 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. Nondiscrimination: 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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

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), (prohibits 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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<b>AFA Not Used For Research &amp; Development</b>		

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](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*

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<b>AFA Not Used For Research &amp; Development</b>		

*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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
CCSJ #	0902-38-153	AFA ID	Z00010675	CFDA No.	20.205	
AFA CSJs	0902-38-153			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Kings Gate Rd Off-System BR @ CFTR			<i>AFA Not Used For Research &amp; Development</i>		

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](mailto: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 \_\_\_\_\_."



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

- 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.

DRAFT

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
CCSJ #	0902-38-153	AFA ID	Z00010675	CFDA No.	20.205	
AFA CSJs	0902-38-153			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Kings Gate Rd Off-System BR @ CFTR			<i>AFA Not Used For Research &amp; Development</i>		

**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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

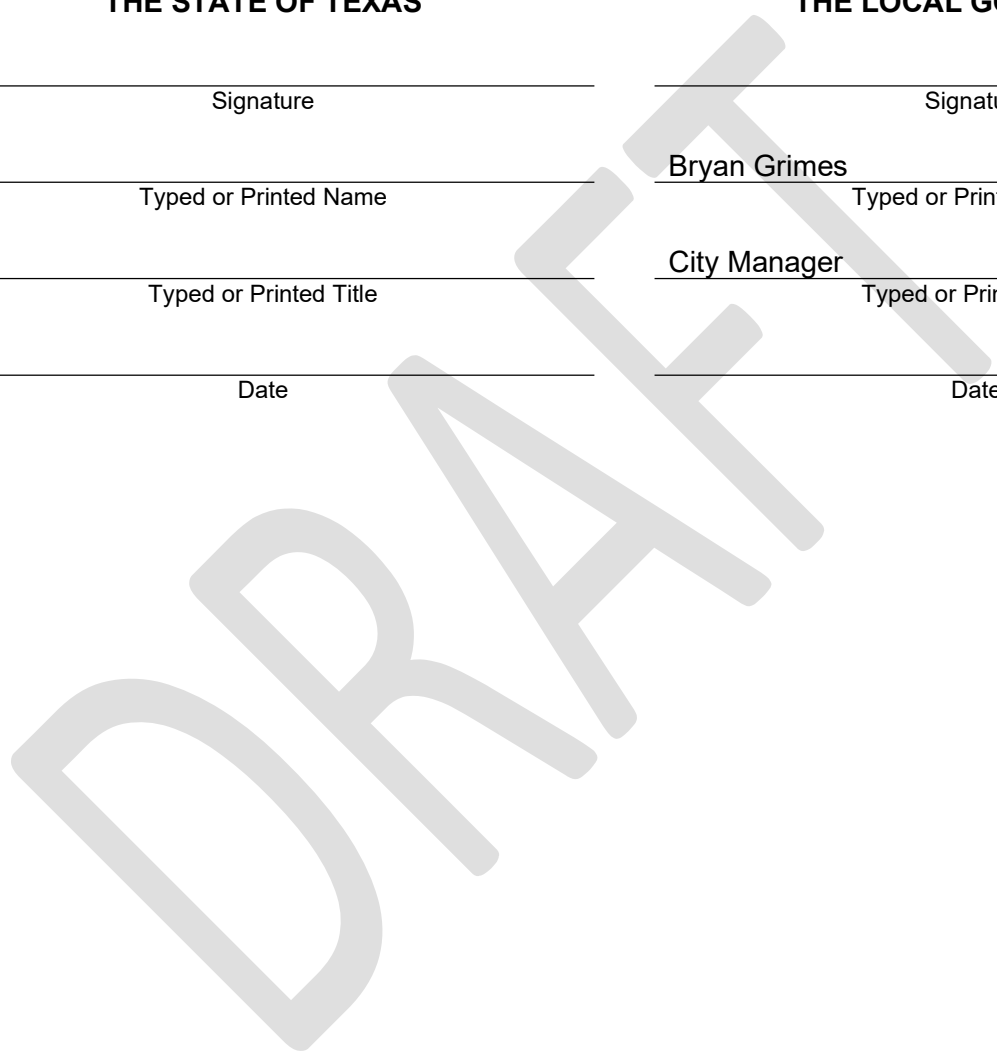
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Bryan Grimes  
\_\_\_\_\_  
Typed or Printed Name

City Manager  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 4.
CCSJ #	0902-38-153	AFA ID	Z00010675	CFDA No.	20.205	
AFA CSJs	0902-38-153			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Kings Gate Rd Off-System BR @ CFTR			<i>AFA Not Used For Research &amp; Development</i>		

**ATTACHMENT A  
LOCATION MAP SHOWING PROJECT**



**Legend**

- Project Limits
- Bridge Replacement

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>	
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>		
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<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>				
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>			

## ATTACHMENT B PROJECT BUDGET

Constructon costs will be allocated based on 100% Local Government funding until the 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
Construction (by State)	\$89,785	0%	\$0	0%	\$0	100%	\$89,785
Subtotal	\$89,785		\$0		\$0		\$89,785
Environmental Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$8,485	0%	\$0	0%	\$0	100%	\$8,485
Indirect State Costs	\$4,130	0%	\$0	100%	\$4,130	0%	\$0
<b>TOTAL</b>	<b>\$102,404</b>		<b>\$0</b>		<b>\$4,130</b>		<b>\$98,274</b>

Initial payment by the Local Government to the State: \$0.00  
Payment by the Local Government to the State before construction: \$8,489.00  
Estimated total payment by the Local Government to the State \$8,489.00  
This is an estimate.  
The final amount of Local Government participation will be based on actual costs.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 4.</i>
<b>CCSJ #</b>	<b>0902-38-153</b>	<b>AFA ID</b>	<b>Z00010675</b>	<b>CFDA No.</b>	<b>20.205</b>	
<b>AFA CSJs</b>	<b>0902-38-153</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>	
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>46120</b>			
<b>Project Name</b>	<b>Kings Gate Rd Off-System BR @ CFTR</b>			<i>AFA Not Used For Research &amp; Development</i>		

**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 9-24-24	<b>Department:</b> Marketing and Communications	<b>Presented By:</b> Communications Director
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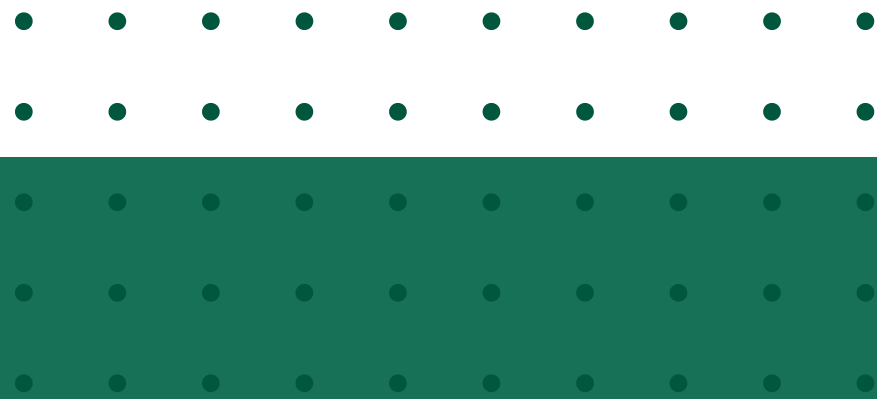
**AGENDA ITEM: Discussion/Action: approve contract with FlashVote to conduct community surveys during FY 2024-25**

**BACKGROUND:** In addition to helping the city meet requirements for certain grant funding, public surveys allow city leadership to make data-driven decisions based on scientifically sound public sampling.

**STAFF/BOARD/COMMISSION RECOMMENDATION:** Staff recommends contracting with FlashVote for community surveys for the upcoming fiscal year.

**EXHIBITS:**

<b>ADDITIONAL INFO:</b>	<b>FINANCIAL INFO:</b>	
	<b>Cost</b>	\$10,900
	<b>Source of Funding</b>	Split between Parks and Admin budgets



# FLASHVOTE

*Public surveys*



**Willow Park**  
TEXAS



## WHY SURVEYS?

In addition to helping the city meet requirements for certain grant funding, public surveys allow city leadership to make DATA-DRIVEN DECISIONS based on scientifically sound public sampling.

- • • • • • • • • •
- • • • • • • • • •
- • • • • • • • • •





## WHY FLASHVOTE?

Flashvote works with many local cities, including Bedford and Granbury, and their teams praise both their experience and the results. Flashvote is also more cost-effective than some other methods of collecting reliable public sampling.

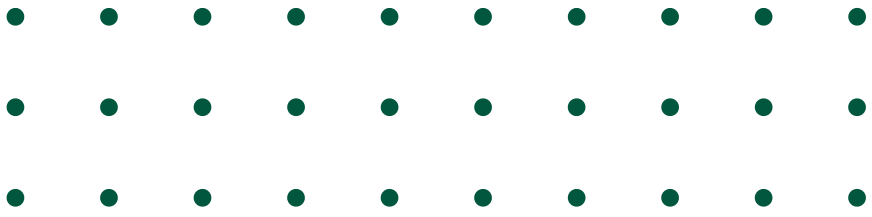




**01.** SHORT, AUTOMATED SCIENTIFIC COMMUNITY SURVEYS

**02.** DO MORE WITH LESS AND PREVENT MISTAKES

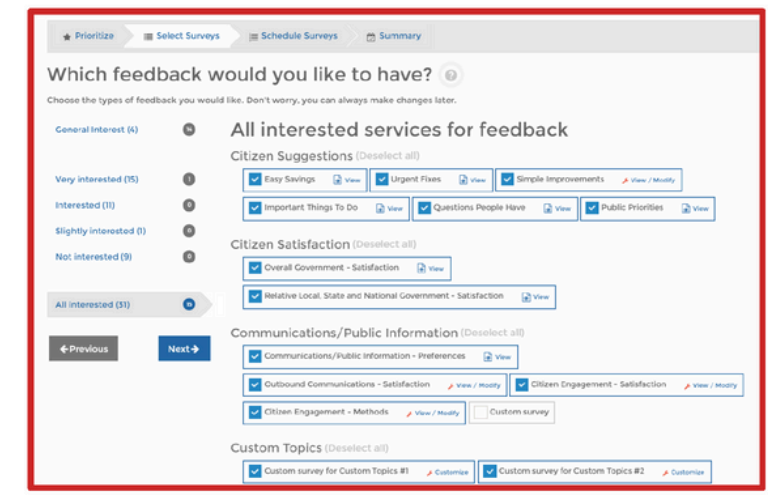
**03.** SERVE THE MANY, NOT JUST THE NOISY



# FlashVote handles all steps, start to finish

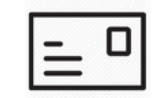
## Decide What You Want To Know

- Choose from completed and stock surveys



## We Can Invite Residents For You

- We can send SMS, email or mail and provide content for other offline or online promotion



### You're invited!

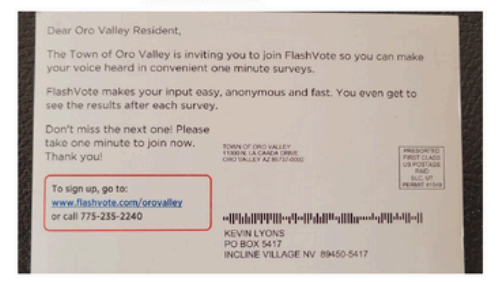
Placer County invites you to join its new FlashVote community. It's free, fast and fun!

If takes less than 1 minute to sign up. Civic participation has never been easier and [we'd love your help](#).

Why join? Imagine you could **give us your input on issues in seconds**, from any device, anytime.

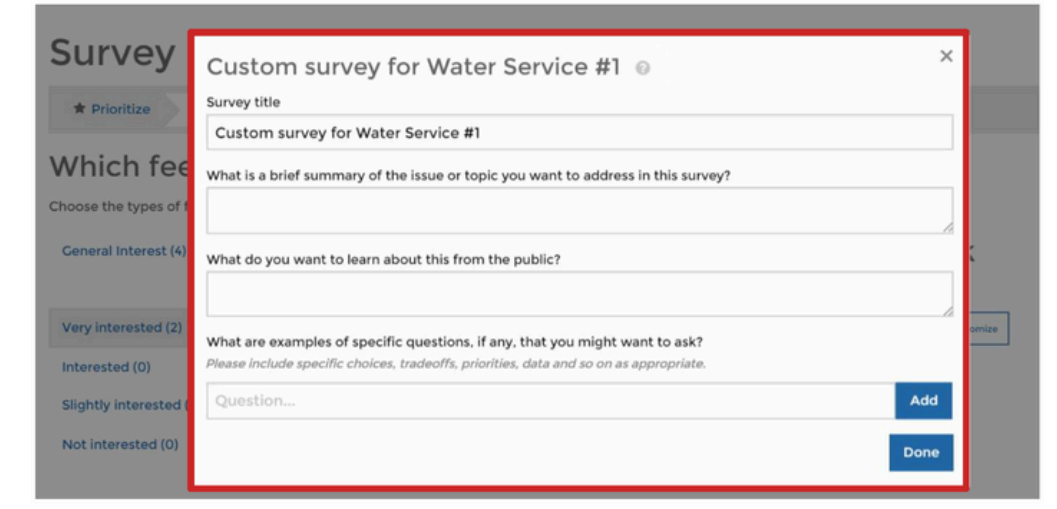
Then results from the community are shared within days. And FlashVote protects your data and privacy as an independent intermediary between you and Placer County.

[Accept invitation](#)



## Get Custom Surveys On Demand

- Custom survey drafts/edits ready in 24-48 hours



# Survey Results: Parks and Trails

Survey Info - This survey was sent on behalf of the City of Bedford to the FlashVote community for Bedford, TX.

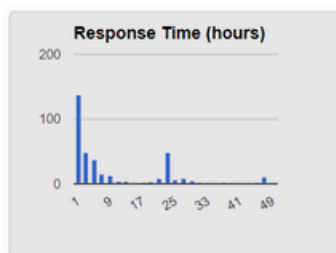
These FlashVote results are shared with local officials

Filter results by

Member Panel

**369**  
Total Participants  
354 of 664 initially invited (53%)  
15 others  
Margin of error: ± 5%

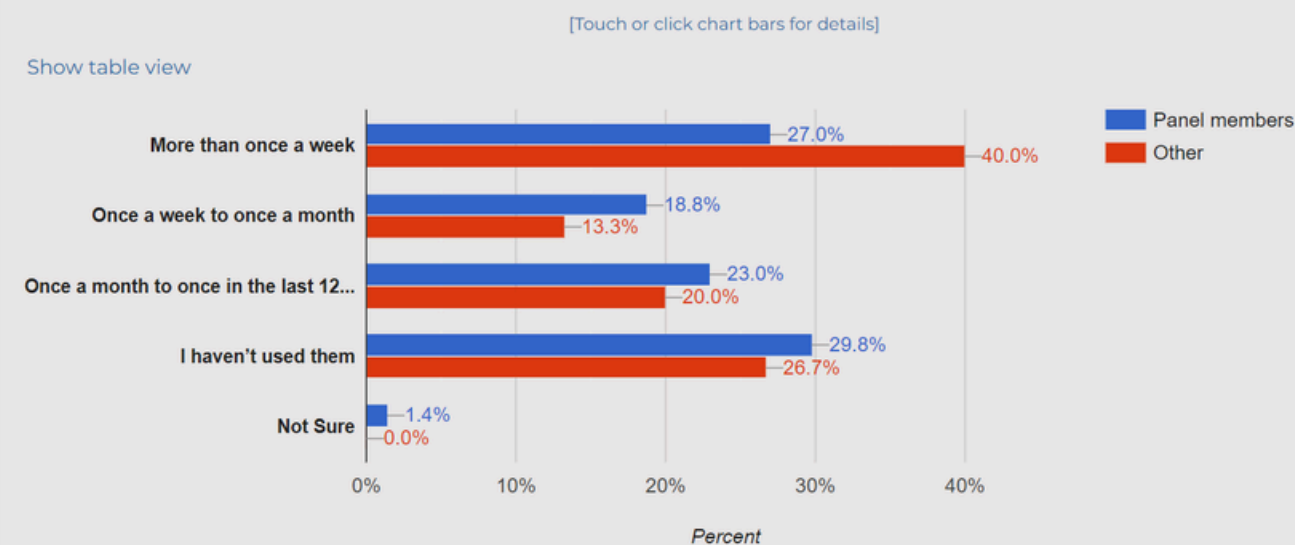
Applied Filter:  
**Member Panel**



Started:  
May 3, 2022 11:06am CDT  
Ended:  
May 5, 2022 11:02am CDT  
Target Participants:  
All Bedford

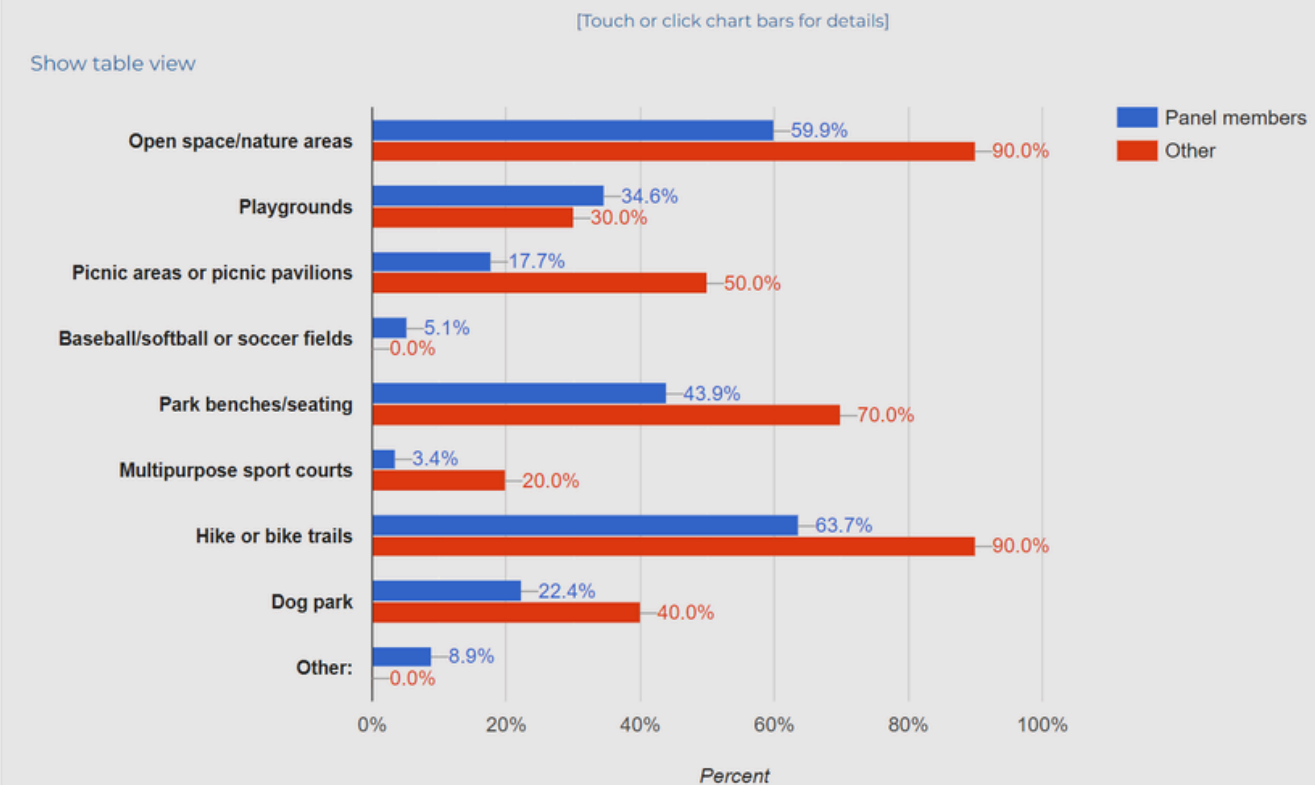
Q1 In the last 12 months about how often have you used the City of Bedford's parks or trails?

(367 responses by invited)



Q2 In the last 12 months which of the following Bedford park and trail amenities have you used, if any? (Choose all that apply, if any)

(247 responses by invited)



Easy to interpret results with a clear dashboard

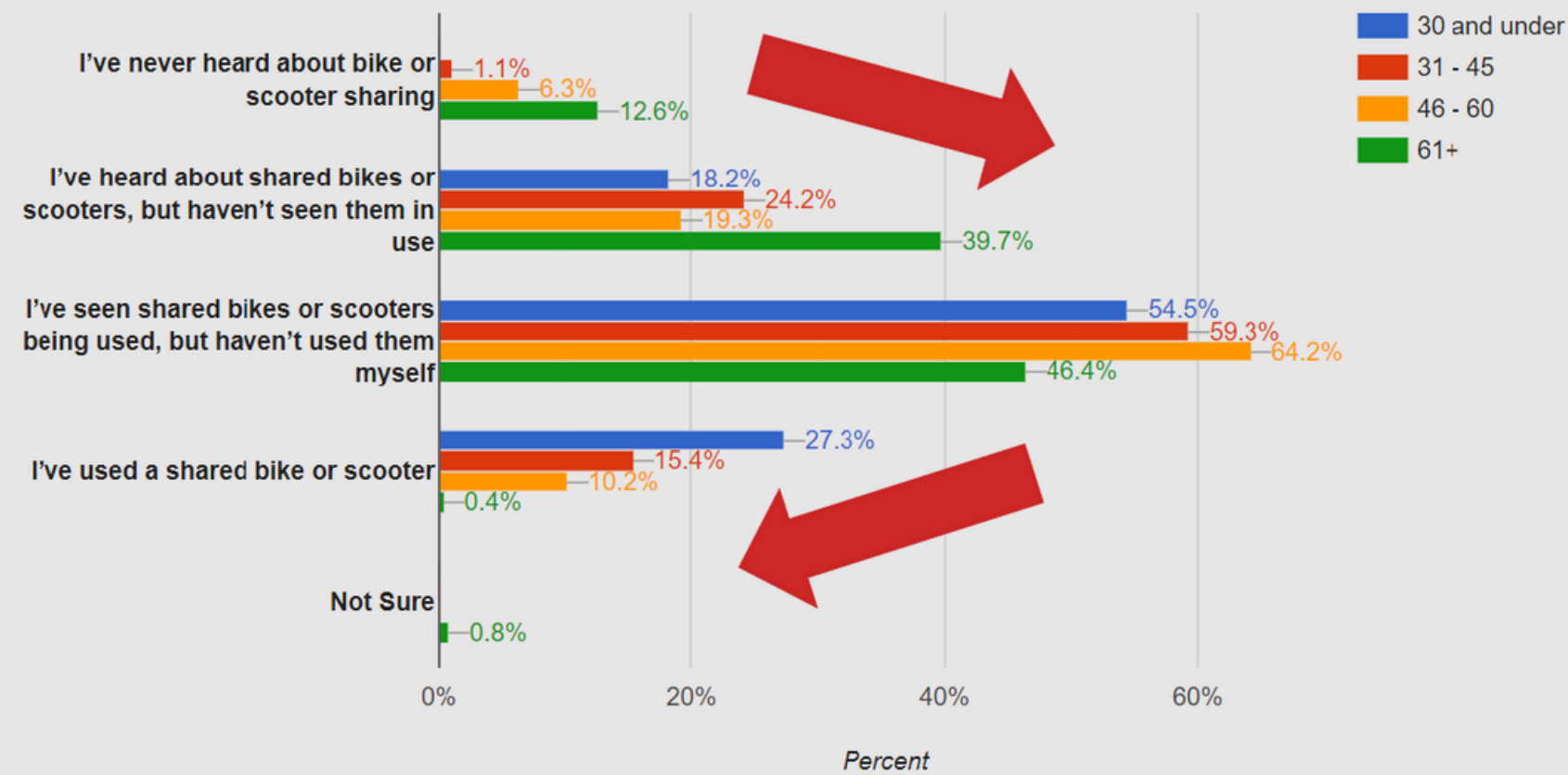
# Filters Can Show Trends

Prior to reading this, which of the following best describes your experience with bike or scooter sharing?

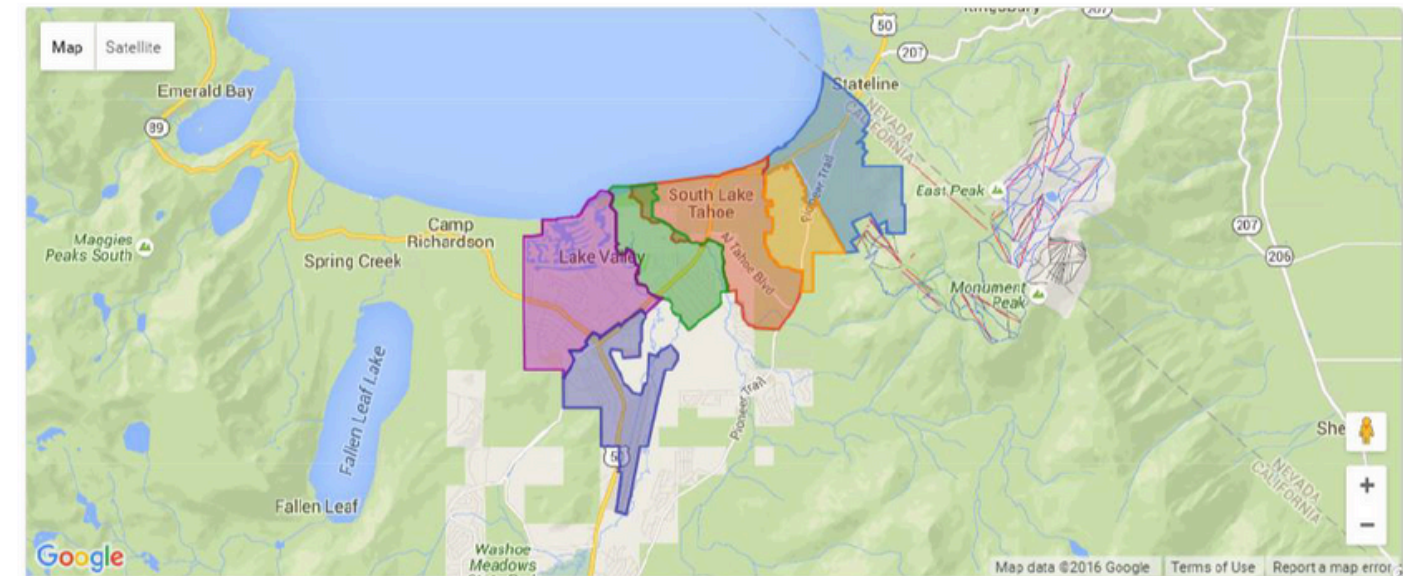
(517 responses by age)

[Touch chart bars for details]

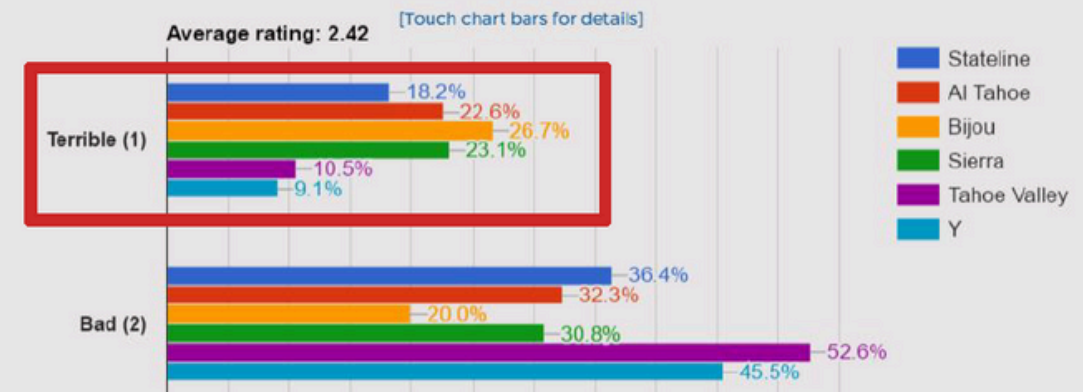
Show table view



# Filters Can Include Location Data



Q1 Please rate the condition of the streets in your neighborhood in South Lake Tahoe: (132 responses by location)



# Open Responses Also Have Analytics

Q4 Any other comments or suggestions regarding communications from the City of South Lake Tahoe?  
(40 responses by locals)

Responses containing 'great'

Show unfiltered responses

THANKS FOR YOUR EFFORTS ON MAKING SOUTH LAKE TAHOE A GREAT PLACE TO LIVE.

Tracy does a great job sending them out - maybe a weekly blast with all the things happening in the nest week on Monday or Friday...

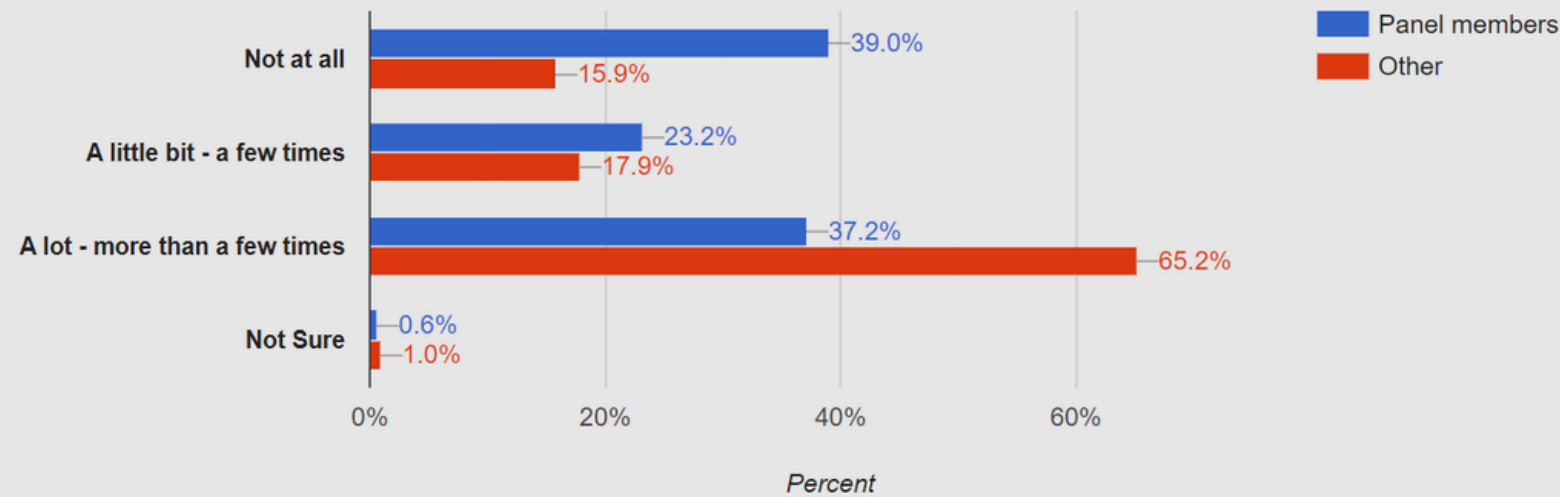
Q1 The City of Pacifica is looking at the possibility of allowing a bicycle park to be built at lower Frontierland Park (link to aerial map photo below).

In the last 12 months, which of the following best describes how often have you or a member of your family used a bicycle? [Proposed location at Frontierland Park \(map view\)](#)

(537 responses by invited)

[Touch or click chart bars for details]

Show table view



Q2 The bicycle park is expected to be about half dirt features and half paved, with features for riders of all ages and abilities. It would open in the morning and be closed at sundown (link to sample park images below). Item 5.

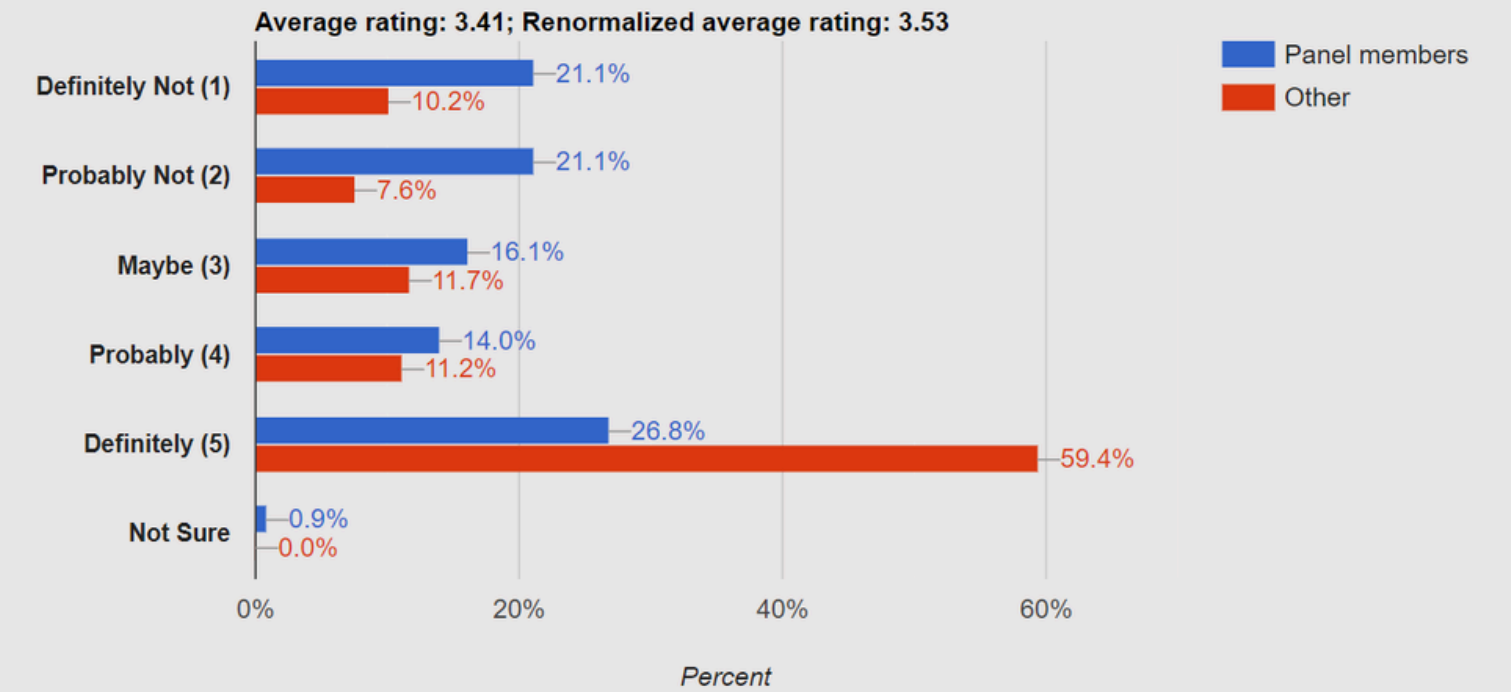
If there was a bicycle park at Frontierland Park, do you think you or your family would use it?

[Sample images of dirt and paved park features](#)

(533 responses by invited)

[Touch or click chart bars for details]

Show table view



The blue bars represent the randomly selected participants that participated in the scientific sampling. The red bars represent the participants that self-selected to take the survey.

As you can see – **there is sometimes a HUGE disconnect between “the noisy” and the actual public sentiment.**

This is why accurate data gathering is so important.



A one-year agreement with FlashVote would allow the city to take six sample surveys in a year, giving us a chance for feedback on not just parks, but other areas.

It also allows us to show the community that their input is important to us in our decision-making.

