



KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | DECEMBER 16, 2025 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

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

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

II. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

III. PUBLIC HEARING

- A. **PZ CASE #25-17** to conduct a public hearing and consider a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

IV. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Updates from the City Council
2. Updates from the City of Kennedale City Manager
3. Financial Report- Jon Horton
 - a. Capital Project Funding Allocations

B. CONSENT AGENDA

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

1. November 18, 2025 City Council Minutes

2. Interlocal Agreement with the Fort Worth Transportation Authority 2026 Trinity Metro

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Ordinance #791 -PZ CASE #25-17 to consider and take action on a proposed zoning change from “MF – MULTI-FAMILY” to a “PD – PLANNED DEVELOPMENT” for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.
2. 2026-2027 TCAP- Texas Coalition for Affordable Power, Board of Directors Elections
3. Kennedale FD Contract providing Fire and EMS Services to Tarrant County ESD1 - FY 2026
4. Consider the approval of the Little School Road Extension (Phase 1) Professional Service Agreement with Freese & Nichols
5. Consider the approval of Utility Improvements under the Inter-local Agreement with the City of Arlington.
6. Consider the approval of a Professional Services Agreement with Freese and Nichols for the Rehabilitation of T3 – Elevated Storage Tank.
7. Procurement Policy Revision
8. Appoint a City Council Member to the Municipal Animal Services Committee.

V. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale City Council determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

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

VII. ADJOURNMENT



CERTIFICATION: I DO HEREBY CERTIFY THAT THE DECEMBER 16, 2025 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR SIGN INTERPRETER SERVICES MUST BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING BY CALLING 817-985-2104 OR (TTY) 1-800-735-2989.

A QUORUM OF THE KENNEDALE EDC, THE KENNEDALE PLANNING AND ZONING COMMISSION, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.A.

SUBJECT

PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from “MF – MULTI-FAMILY” to a “PD – PLANNED DEVELOPMENT” for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY

SUMMARY

This zoning change request was heard by the Planning and Zoning Commission on July 25, 2024 where a recommendation to approve the request was sent to City Council. Subsequently, on November 19, 2024, Kennedale City Council held a public hearing in which many of the residents voiced their opposition to the rezone request. The motion to approve the zoning change request failed by a 3-2 vote.

After waiting the required year, the applicant returned on November 20, 2025 with the same zoning change request. The Planning and Zoning Commission voted unanimously to recommend approval of the rezone request with the condition that the applicant maintain an open line of communication with the surrounding parcel owners. The applicant will be giving a presentation detailing the changes that have been made since the case was presented in July 2024. Below is former Community Development Director Nathan's Gonzalez's summary and recommendation:

CURRENT STATUS OF PROPERTY

The subject property is approximately 10.27 acres and has been developed as the 287 Alta Landing Apartments. The current zoning for the property is MF-Multifamily District. The owners and applicant have requested a zoning change to a PD-Planned Development.

The property owners of Alta Landing requested a zoning change to a Planned Development in February 2024. The motion to approve failed by a vote of 2-2. A motion to deny was not given nor were there any motions to deny with or without prejudice. Before the case could be taken to the City Council for consideration, the applicants withdrew their request to have more time to speak with residents who previously voiced their opposition. The applicants have since held meeting with residents and have since revised their proposal to accommodate the wishes of neighboring residents. Carports previously proposed have been removed and the relocating of dumpster enclosures to the east side of the property, away from the bordering residents has been included as requested. The PD includes increased landscaping requirements as well as the guard rail addition.

STAFF REVIEW:

ZONING REVIEW

In the Spring of 2023, the City Council changed the maximum density from 16 units an acre to 8 units an acre in the MF-Multifamily District in the Spring of 2023. This in and of itself created a nonconformity regarding the density at Alta Landing which sits at 27 units an acre, meeting the

intent of an Urban Village envisioned by the city's adopted Future Land Use Plan. **To be clear, no new apartment units or buildings are being proposed.** The density noted in the PD Development Standards set the limit at what exists today at 27. Another benefit of the proposed rezoning is that the **PD would establish an adopted site plan that delineates the location of guard rails, the new dumpster enclosure locations, and required landscaping over and above what the current zoning district requires.** The rezone to a Planned Development would assist in addressing zoning nonconformities that exist at the location (density, building height, lot coverage) while at the same time improving the quality of life for residents who have noted their concerns.

LAND USE COMPATIBILITY

A point of discussion previously raised during the previous public hearing was the reasoning for wanting to rezone to PD. The proposed PD aims to improve compatibility with adjacent uses as noted in Section 9.1 of the Unified Development. A major complaint raised by nearby residents was the current location of the dumpsters and the noise the trash trucks create during pickup times. The current MF zoning does not include any requirements for refuse container locations. The UDC briefly discusses refuse containers in Section 10.11 but simply prohibits them located in a front or side yard and requires them to be screened from view. However, Planned Developments specifically prohibit waste receptacles to be placed along the perimeter of the PD as noted in Section 9.2 (D). If the PD is approved, the owners would be required to relocate the dumpsters. The site plan included within the PD would cement their locations via city ordinance.

Although it may not be preferable to some, multi-family residential and single-family residential are compatible with one another in that they are both residential uses by nature and by right. As the existing land use will remain the same, staff has found the proposed PD *consistent* with land use compatibility in the area.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan (FLUP) envision this part of town to be developed as an *Urban Village* (See Figure A). Sample development types include lofts/apartments, retail, restaurants, and plazas.

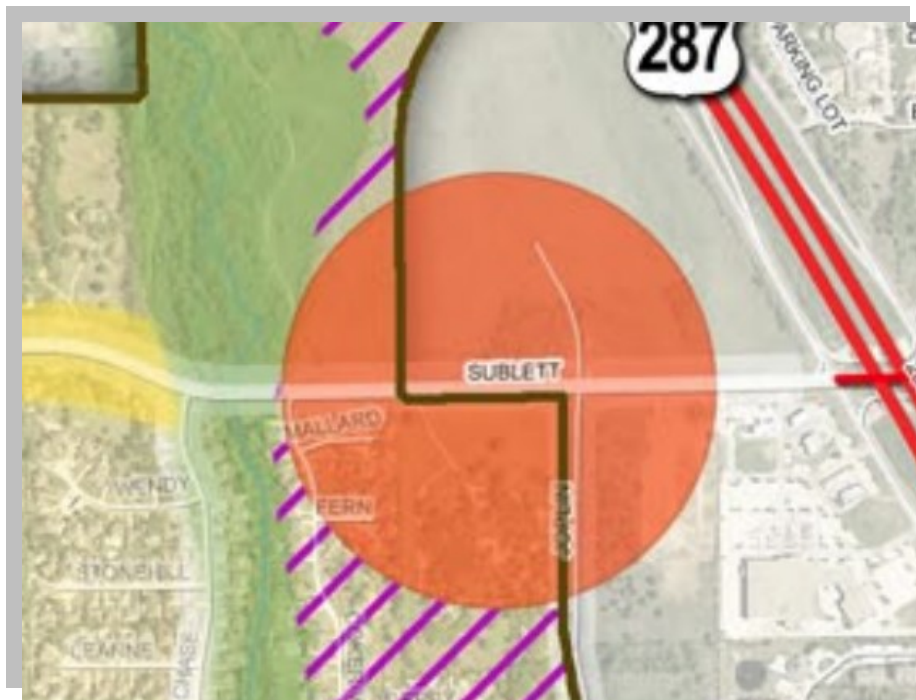


Figure A- Future Land Use Plan

Since the construction of Alta Landing, the urban village concept has taken shape in the built environment at this exact location, spurring the construction of nearby retail and restaurant uses.

The proposed rezoning is *consistent* with the Comprehensive Plan and Future Land Use Plan.

RECOMMENDATION

The applicant's request for a zoning change to "PD-Planned Development" is compatible with the existing land use and is consistent with the current Comprehensive Plan, therefore staff has recommended approval.

Land Use Compatibility:

Comprehensive Plan Consistency:

Future Land Use Plan Consistency:

Staff Recommendation:

The requested change ***is compatible.***

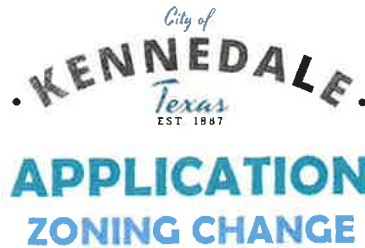
The requested change ***is consistent.***

The requested change ***is consistent.***

Approve

ATTACHMENTS

1.	Zoning Application Form Signed	Zoning Application Form Signed.pdf
2.	Property Owner Affidavit Signed and Notarized	Property Owner Affidavit Signed and Notarized.pdf
3.	11.20.2025 - Publisher's Affidavit	11.20.2025 - Publisher's Affidavit.pdf
4.	3100 Joplin 200' Buffer Map	3100 Joplin 200' Buffer Map.png
5.	3100 Joplin 200' Address List	3100 Joplin 200' Address List.xlsx
6.	Address Labels	Address Labels.docx
7.	PZ Case 25-17 200' Buffer Letter	PZ Case 25-17 200' Buffer Letter.docx
8.	PZ Case 24-17 KISD 200' Buffer Letter	PZ Case 24-17 KISD 200' Buffer Letter.docx
9.	Project Narrative	Project Narrative.docx
10.	PD Development Standards Alta Landing	PD Development Standards Alta Landing.docx
11.	Alta Landing - Overall Planting Plan	Alta Landing - Overall Planting Plan.pdf
12.	Alta Landing Site Plan (12.4.25)	Alta Landing Site Plan (12.4.25).pdf



Permit Number

Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date. Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- ☐ Project Narrative
- ☐ Concept Plan and any proposed elevations/floorplans

Applicant Information

Applicant Name: William S. Dahlstrom, Jackson Walker LLP

Applicant Title: Land Use Attorney

Applicant Address: 2323 Ross Avenue, Suite 600 Dallas, TX 75201

Applicant Phone: 214-953-5932 Applicant Email: wdahlstrom@jw.com

Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Address: 5440 Harvest Hill Road, Suite 206 Dallas, TX 75230

Owner Phone: 469-206-4572 Owner Email: ryan.miller@woodpartners.com

Property Information

Property Address: 3100 Joplin Road

Property Legal Description: Lot 2R, Block 1, Vaquero Coker Addition

Present Use of Property: Multi-family residential complex

Present Zoning of Property: Multi-Family (MF)

Desired Zoning of Property: Planned Development (PD)

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Please submit to permits@cityofkennedale.com with supporting documents if applicable.

Planning and Permits · City of Kennedale · 405 Municipal Dr. · Kennedale, TX 76060 · (817) 985-2133

Signature of Applicant: _____

Date: 10.16.25**For Office Use Only****Completeness Check**

Application form completely filled and signed?	☐ Yes	☐ No
Attached site plan?	☐ Yes	☐ No
Attached legal description of property?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign _____ Date _____

Preliminary Planning and Zoning Review

Current zoning: _____ Proposed zoning: _____

Required attachments are complete and correct? ☐ Yes ☐ NoIs proposed use permitted under requested zoning? ☐ Yes ☐ No

Sign _____ Date _____

Please submit to permits@cityofkennedale.com with supporting documents if applicable.

Planning and Permits · City of Kennedale · 405 Municipal Dr. · Kennedale, TX 76060 · (817) 985-2133



OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: 3100 Joplin Road

Legal Description: Vaquero Coker Addition, Block 1, Lot 2R

Applicant: Bill Dahlstrom, Jackson Walker LLP

Type of P&Z Request: Planned Development (PD) Zoning Request

I, Ryan Miller, current owner of the above mentioned property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Commission to consider granting the above referenced request on my behalf and to appear before the Commission.

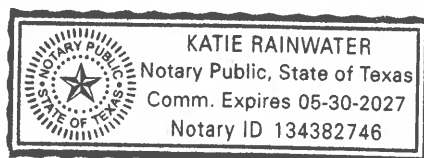
Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Signature: 

Date: 10/16/25

Sworn To and Subscribed before me by Ryan Miller

ON THIS 16th DAY OF October, 2025



Katie Rainwater
Notary Public, Tarrant County, Texas

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
42572	IPL0286884	Legal Ad - IPL0286884	11 20 25 NOPH	1.0	48.0L

ATTENTION: CITY OF KENNEDALE IP
405 MUNICIPAL DR
KENNEDEALE, TX 76060-2249
citysecretary@cityofkennedale.com;bdahl@cityofkennedale.com;tcx@cityofkennedale.com

City of kennedale Notice of Public Hearing

The Kennedale PLANNING AND ZONING COMMISSION will hold a public hearing ON THURSDAY, November 20, 2025 AT 6:00 PM for the following caseS in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060, WITH A SUBSEQUENT PUBLIC HEARING for the caseS WILL BE HELD BY THE CITY OF KENNEDALE CITY COUNCIL ON december 16, 2025 AT 5:30 PM ALSO LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from "MF – multi-family" to a "pd – planned development" for the property located at 3100 Joplin RD, PARCEL 42979020, vaquero coker addition, block 1, lot 2r1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

PZ CASE #25-18 to conduct a public hearing and consider a replat of the propertIES located at 116 brown lane, PARCEL 00241253, BOAZ, CA SUBD OF J B RENFRO Lot 6B1A & 6C3 AND 440 MANSFIELD CARDINAL RD, PARCEL 00241237, BOAZ, CA SUBD OF J B RENFRO Lot 6BOF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

Interested persons are encouraged to attend the public hearings to offer public comments or provide written comments prior to the meeting to: community development department, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call (817) 985-2105

IPL0286884
Nov 2 2025

THE STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared the undersigned, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates. The Fort Worth Star-Telegram is generally circulated in Tarrant County.

1.0 insertion(s) published on:
11/02/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



Sherry Chasteen

Julie A Ambry



Sworn to and subscribed before
me on

Nov 3, 2025, 9:53 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

**City of Kennedale
Notice of Public Hearing**

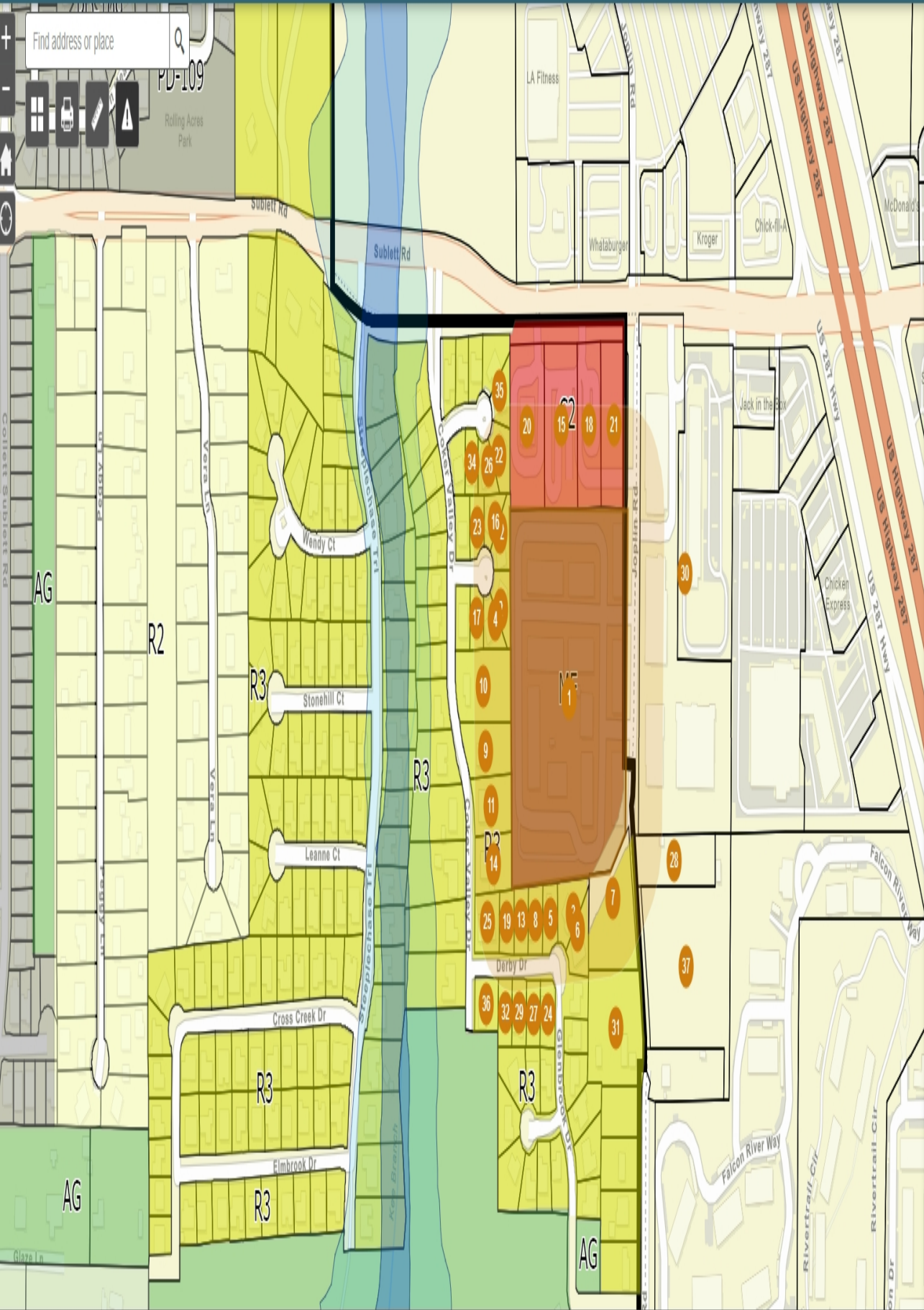
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IPL0286884

Nov 2 2025



Layer List

Layers

☒ Overlay Districts - Floodplain

☒ Overlay Districts - Business 287 and Interstate 20/820 Loop

☒ Zoning (View)

☒ KennedaleCityLimits

☒ TAD Parcels

☐ Aerials2019

1 Feet: 0.35 ALTA 287 OWNER LLC JOPLIN RD	2 Feet: 412.71 HARDY CORNELIUS R 1406 FERN CT	3 Feet: 416.14 LINDSAY CHRISTINA 1411 DERBY DR	4 Feet: 430.52 MCCARTNEY CLAIRE 1404 FERN CT	5 Feet: 436.61 MARTIN PRISCILLA 1409 DERBY DR	6 Feet: 449.88 FILOMENO AND DEBRA SAN... 416 GLENBROOK DR	7 Feet: 456.33 FILOMENO & DEBRA SANCH... 3208 HAWKINS JOPLIN RD	8 Feet: 464.03 RESTREPO FABIAN 1407 DERBY DR
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displayname	owner address	city
5360 KENNEDALE ROAD LLC	PO BOX 440	SEDALIA
ALFORD PETER	1405 DERBY DR	KENNEDALE
ALTA 287 OWNER LLC	5440 HARVEST HILL RD STE 206	DALLAS
ATCHLEY WILLIAM	1400 FERN CT	KENNEDALE
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	KENNEDALE
CARRASCO THOMAS E	1403 DERBY DR	KENNEDALE
CONLIN MEREDITH	5807 VILLAGE GLEN TR	ARLINGTON
COOK DAHL B	1402 DERBY DR	KENNEDALE
DENNIS KENNETH D	5904 WILLOW VIEW	ARLINGTON
DREW ROBERT JR	1401 FERN CT	KENNEDALE
FILOMENO AND DEBRA SANCHEZ FAMILY TRUST	416 GLENBROOK DR	KENNEDALE
FARRELL TYLER B	1401 MALLARD CT	KENNEDALE
FLORES GILBERT	1409 MALLARD CT	KENNEDALE
GONZALEZ ELIAZAR	1405 MALLARD CT	KENNEDALE
HALL SHARON KAY	1402 MALLARD CT	KENNEDALE
HARDY CORNELIUS R	1406 FERN CT	KENNEDALE
HIVALE JOHN S	418 COKER VALLEY DR	KENNEDALE
KETNER RICHARD L II	1406 MALLARD CT	KENNEDALE
KREIGER VICTOR E	1402 FERN CT	KENNEDALE
LINDSAY CHRISTINA	1411 DERBY DR	KENNEDALE
LIZARRAGA RICHARD KEVIN	1405 FERN CT	KENNEDALE
M & K APARTMENTS INC	14311 BISCAYNE BLVD #2377	MIAMI
MARKS AL	408 COKER VALLEY DR	KENNEDALE
MARTIN PRISCILLA	1409 DERBY DR	KENNEDALE
MCCARTNEY CLAIRE	1404 FERN CT	KENNEDALE
MOORE LISA	1403 FERN CT	KENNEDALE
MOTT CARLOS	414 COKER VALLEY DR	KENNEDALE
MURPHY BRANDON J	3224 JOPLIN RD	KENNEDALE
NICHOLS MATTHEW B	410 COKER VALLEY DR	KENNEDALE
OWENS MILLIE D	1404 MALLARD CT	KENNEDALE
PEREZ DANIEL	1407 FERN CT	KENNEDALE
PISORS JONATHAN	1403 MALLARD CT	KENNEDALE
PS LPT PROPERTIES INVESTORS	701 WESTERN AVE	GLENDALE
RAMIREZ PATRICIA	2131 WATERFIELD CT	GRAND PRAIRIE
RESTREPO FABIAN	1407 DERBY DR	KENNEDALE
RIFFE JOHN	1407 MALLARD CT	KENNEDALE
SALEH NARMEEN AHMAD	1406 DERBY DR	KENNEDALE
SALOMON DEVELOPMENT CO LP	750 B STREET STE 3130	SAN DIEGO
SCHIED BRIAN A	1407 MALLARD CT	KENNEDALE
THE C.A. LAURITZEN III FAMILY TRUST	147 BEEDE WAY	ANTIOCH
WATSON MICHAEL	412 COKER VALLEY DR	KENNEDALE
WEINER STEVEN J	416 COKER VALLEY DR	KENNEDALE

state	zip	situsaddress
CO	80135	5360 KENNEDALE SUBLETT RD
TX	76060	1405 DERBY DR
TX	75230	JOPLIN RD
TX	76060	1400 FERN CT
TX	76060	1404 DERBY DR
TX	76060	1403 DERBY DR
TX	76016	JOPLIN RD
TX	76060	1402 DERBY DR
TX	76017	6309 JOPLIN RD
TX	76060	1401 FERN CT
TX	76060	416 GLENBROOK DR
TX	76060	1401 MALLARD CT
TX	76060	1409 MALLARD CT
TX	76060	1405 MALLARD CT
TX	76060	1402 MALLARD CT
TX	76060	1406 FERN CT
TX	76060	418 COKER VALLEY DR
TX	76060	1406 MALLARD CT
TX	76060	1402 FERN CT
TX	76060	1411 DERBY DR
TX	76060	1405 FERN CT
FL	33181	5330 KENNEDALE SUBLETT RD
TX	76060	408 COKER VALLEY DR
TX	76060	1409 DERBY DR
TX	76060	1404 FERN CT
TX	76060	1403 FERN CT
TX	76060	414 COKER VALLEY DR
TX	76060	3224 JOPLIN RD
TX	76060	410 COKER VALLEY DR
TX	76060	1404 MALLARD CT
TX	76060	1407 FERN CT
TX	76060	1403 MALLARD
CA	91201	6251 JOPLIN RD
TX	75052	1408 DERBY DR
TX	76060	1407 DERBY DR
TX	76060	1407 MALLARD CT
TX	76060	1406 DERBY DR
CA	92101	5320 KENNEDALE SUBLETT RD
TX	76060	1407 MALLARD CT
CA	94509	5350 KENNEDALE SUBLETT RD
TX	76060	412 COKER VALLEY DR
TX	76060	416 COKER VALLEY DR

5360 KENNEDALE ROAD LLC
PO BOX 440
SEDALIA, CO 80135

ALFORD PETER
1405 DERBY DR
KENNEDALE, TX 76060

ALTA 287 OWNER LLC
5440 HARVEST HILL RD STE 206
DALLAS, TX 75230

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GONZALEZ ELIAZAR
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MIAMI, FL 33181

MARKS AL
408 COKER VALLEY DR
KENNEDALE, TX 76060

MARTIN PRISCILLA
1409 DERBY DR
KENNEDALE, TX 76060

MCCARTNEY CLAIRE
1404 FERN CT
KENNEDALE, TX 76060

MOORE LISA
1403 FERN CT
KENNEDALE , TX 76060

MOTT CARLOS
414 COKER VALLEY DR
KENNEDALE , TX 76060

MURPHY BRANDON J
3224 JOPLIN RD
KENNEDALE , TX 76060

NICHOLS MATTHEW B
410 COKER VALLEY DR
KENNEDALE, TX 76060

OWENS MILLIE D
1404 MALLARD CT
KENNEDALE, TX 76060

PEREZ DANIEL
1407 FERN CT
KENNEDEALE, TX 76060

PISORS JONATHAN
1403 MALLARD CT
KENNEDEALE, TX 76060

PS LPT PROPERTIES INVESTORS
701 WESTERN AVE
GLENDALE, CA 91201

RAMIREZ PATRICIA
2131 WATERFIELD CT
GRAND PRAIRIE, TX 75052

RESTREPO FABIAN
1407 DERBY DR
KENNEDEALE, TX 76060

RIFFE JOHN
1407 MALLARD CT
KENNEDEALE, TX 76060

SALEH NARMEEN AHMAD
1406 DERBY DR
KENNEDEALE, TX 76060

SALOMON DEVELOPMENT CO LP
750 B STREET STE 3130
SAN DIEGO, CA 92101

SCHIED BRIAN A
1407 MALLARD CT
KENNEDEALE, TX 76060

THE C.A. LAURITZEN III FAMILY TRUST
147 BEEDE WAY
ANTIOCH, CA 94509

WATSON MICHAEL
412 COKER VALLEY DR
KENNEDEALE, TX 76060

WEINER STEVEN J
416 COKER VALLEY DR
KENNEDEALE, TX 76060



PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM “MF – MULTI-FAMILY” TO A “PD – PLANNED DEVELOPMENT” FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

A second public hearing for this case will be held before City Council on Tuesday, December 18, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tc Cox@cityofkennedale.com.

The agenda will be posted at least 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tc Cox@cityofkennedale.com
(817)985-2105



PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM “MF – MULTI-FAMILY” TO A “PD – PLANNED DEVELOPMENT” FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

A second public hearing for this case will be held before City Council on Tuesday, December 16, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

October 17, 2025

Mr. Darrell Hull
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

RE: Project Narrative Letter
Planned Development Request
Alta Landing
3100 Joplin Road

Dear Mr. Hull:

Thank you and Mayor Horton for meeting with us to talk about Alta Landing at 3100 Joplin Road. Per that meeting, we are submitting an application, accompanying this letter, for a Planned Development (PD) District.

Alta Landing is an existing 270-unit, conveniently located multifamily development offering a well-amenitized, high-quality community. Amenities that enhance the living experience at Alta Landing include a swimming pool and tanning deck; an outdoor kitchen grill area and seating; outdoor firepit; dog park; 24/7 fitness center, social clubroom featuring a kitchen, arcade, large TV, and shuffleboard; Wi-Fi lounge space with reservable private office spaces and conference room; coffee bar; bike racks, and more.

It is our understanding, based on previous conversations with City Staff, that the community is considered nonconforming. As noted in our meeting, such a classification could result in significant consequences, and it is best for the property to conform to zoning standards. Therefore, we respectfully request approval of the PD Development Standards included with this application to bring the existing development into conformance.

We propose several modifications as part of our PD application, as shown in the included draft PD Development Standards. Additionally, as an enhancement to the site, we propose additional landscape plantings throughout the property as shown on the included Landscaping Plan.

The proposed PD conforms to the City's Comprehensive Plan and UDC as follows:

- A. Conformance with the City's Comprehensive Plan: The proposal conforms with the City of Kennedale Comprehensive Plan's designation for this Property which is "Residential

(High Density).” The Comprehensive Plan notes, “This land use recognizes the need for housing at more affordable price points and to accommodate younger families and mature adults wishing to live in the community without the burden of maintaining a home and a yard. These units range from duplexes to apartment complexes.” While the complex exceeds the Comprehensive Plan’s recommendation of an 8 units per acre maximum, which was a change adopted after the complex was constructed, the current number of units and density level is appropriate for the site and represents a typical density level for a quality multifamily community located in a suburban location.

B. Appropriate location for MF District: The UDC provides that the MF District “is established to meet the needs for medium to high density residential development where such areas are suitable for higher impact development and higher volume traffic while encouraging the provision of conveniently located rental accommodations.” The property is contiguous to retail centers to the north and east. Single family residential uses are to the south and west, so the existing multifamily development serves as a buffer between the higher intensity retail centers and the lower intensity single family residential uses. Further, access in and out of the property is via Joplin Road to W. Sublett Road, a divided Boulevard on the City’s Future Transportation Plan. Traffic from the multifamily development cannot go directly through the adjacent single-family development.

C. Conformance with Section 9.1(B,) Purpose, in the in the Unified Development Code: The proposal meets Section 9.1(B) *Purpose* as follows:

1. *Encourage innovation in land development in terms of variety, design, layout, and type of structures constructed.*

The layout of Alta Landing presents a more urban-style design with shorter building setbacks along the street and street trees. Surface parking is thereby shielded from public view by being located behind the street-lined buildings, providing pedestrians along the public sidewalk with a more enjoyable experience.

7. *Promote efficient provision of public services and utilities.*

Locating a multi-family development on this site such as Alta Landing also provides a more efficient use of utilities and infrastructure by serving a greater number of residents at a single location, as opposed to serving a less dense and more spread-out development.

D. Conformance with Qualifying Conditions (9.2): The proposal conforms to the Qualifying Conditions in the UDC as follows:

1. *Unified Control. The development shall be under the control of one (1) owner or group of owners and shall be capable of being planned and developed as an integral unit.* The existing multifamily development is under one owner group.

2. *Minimum Acreage.* The gross area of a tract of land to be developed in a Planned Development District shall be a minimum of five (5) acres. The property consists of approximately 11 acres.
3. *Recognizable Benefit.* The proposal complies with at least four (4) of the Recognizable Benefit criteria outlined in the Unified Development Code including the following per Section 9.2(C):

2. *Pedestrian/transit-oriented design with buildings oriented to the sidewalk and parking to the side or rear of the site;*

The building edge of Alta Landing along Joplin Road runs close and parallel to the street and sidewalk, with off-street surface parking behind the front, street-facing buildings. This helps to foster a more pedestrian-friendly experience along the sidewalk in front of Alta Landing, with trees provided between the sidewalk and street, and views of the attractive buildings rather than a parking lot.

3. *High quality architectural design beyond the site plan requirements of this article;*

The buildings are constructed of a variety of high-quality materials, varying roof pitches, and architectural fenestration is provided through off-sets between the main portions of the building and balconies and patios.

4. *Extensive landscaping beyond the site plan requirements of this article;*

In addition to the extensive trees and landscaping currently provided on the site, we will plant additional trees above and beyond the minimum requirements, including along the fence lines of the single-family residential properties, helping beautify the property and provide much-welcomed shade to residents and visitors.

7. *Provision of open space or public plazas or features;*

The existing Alta Landing complex contains numerous amenities and generous open space which will remain within the property.

9. *Effective transition between higher and lower density uses, and/or between non-residential and residential uses; or allowing incompatible adjacent land uses to be developed in a manner that is not possible using a conventional approach;*

There are existing non-residential uses to the east, across Joplin Road, including intensive uses such as a grocery store, drive-through restaurants, and a car wash. Alta Landing is appropriately located between a single-family neighborhood and multiple commercial uses. There is an additional

car wash immediately to the north of the property; Alta Landing helps buffer the effects of the car wash towards several single-family homes to the west and south of the Property.

4. Compatibility with Adjacent Uses. The location of uses or structures that are of a significantly different scale or character than the abutting residential districts, such as access drives, parking areas, waste receptacles, swimming pools, tennis courts, and facilities of a similar nature, are not located near the perimeter of the PD so as to negatively impact the residential use of adjacent lands.
5. Comprehensive Plan. The proposed PD is consistent with the Comprehensive Plan as previously established.

E. Section 27.7 of the UDC provides Standards of Approval for a PD which the proposal satisfies:

- A. *The proposed PD complies with the Intent and all Qualifying Conditions of Section 9.2, respectively.* We have established that the proposal complies with the Qualifying Conditions in Section 9.2.
- B. *The uses conducted within the proposed PD, the PD's impact on the community, and other aspects of the PD are consistent with the Comprehensive Plan.* The existing development complies with the Future Land Use Plan which recommends "Residential (High Density)".
- C. *The proposed PD shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment, and the capacity of public services and facilities affected by the development.* The existing development is compatible with the contiguous nonresidential uses and provides a buffer between those uses and the adjacent single family residential uses.
- D. *The PD shall not change the essential character of the surrounding area.* The development is existing. No changes are proposed to the existing Alta Landing complex.
- E. *The PD shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes, or glare.* Again, the property is currently developed with a high-quality multifamily community.
- F. *The PD shall not place demands on public services and facilities in excess of current or anticipated future capacity.* No changes are proposed to the property, so there will be no increased demand on public services.

We trust that with the analysis above, we have demonstrated that the proposal is reasonable and supported under the City's Comprehensive Plan and UDC. We look forward to working with you and the City of Kennedale to resolve the zoning for Alta Landing.

Please let us know if you have further questions or need additional information.

Thank you again for your assistance.

Sincerely,

William S. Dahlstrom, FAICP, JD

ALTA LANDING
DEVELOPMENT STANDARDS FOR MULTI-FAMILY (MF) RESIDENTIAL
(PLANNED DEVELOPMENT)

Alta Landing is an existing multi-family community located on the west side of Joplin Road (3100 Joplin Road) in Kennedale, Texas (“Property”).

The intent of these planned development district guidelines is to continue to promote a community that upholds and enhances the quality of the surrounding environment and to allow for additional conforming regulations and standards for the existing development. This community features high-quality apartments that are desirable in a higher-density residential area.

- I. Purpose.** This Property is designed to allow a multi-family development consisting of a maximum of 270 dwelling units in 10 apartment buildings with one accessory amenity center. The Property owner or Property management entity shall maintain all common areas, private fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance. All existing development on this property shall continue to be permitted by right. Any changes or modifications shall also adhere to these requirements.
- II. In General.** In the event of a conflict between this ordinance and the site and landscape plans, the site and landscape plans shall prevail.
- III. Permitted Uses.** Land use and structures shall comply with uses permitted for multi-family residential districts (MF) as depicted and shown in the attached exhibits and in Section 3 of the City of Kennedale’s Unified Development Code (“UDC”) except as detailed in this ordinance.
- IV. Development Regulations.**

- A) Development Standards: All regulations and standards for the Property shall comply with standards set forth in this ordinance. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

1. The following standards shall apply to the Property:

	Development Standards
Base Zoning	PD
Uses	”MF” , Multi-Family Residential District uses
Lot size (Minimum)	No minimum.
Density (Maximum)	270 dwelling units
Dwelling Unit Size (Minimum)	
Efficiency	582 square feet
One-bedroom	723 square feet

Two-bedroom	1,112 square feet
Three-bedroom	1,520 square feet
Setbacks (Minimum)	As shown on Site Plan
Building Height (Maximum)	45 Feet
Building Stories (Maximum)	3
Building Height – Accessory (Maximum)	26 Feet
Building Stories – Accessory (Maximum)	1
Impervious coverage	75%
Minimum parking setback	30 Feet
Parking (minimum)	400 spaces

2. Setbacks are as shown on the site plan. No internal setbacks for the property apply.
 - a. Stairwells along Joplin are permitted to encroach into the setback as shown on the site plan.
3. Parking and Loading:
 - a. All off-street parking shall be located as depicted and shown in the attached exhibits.
 - b. Loading zone requirements shall be excluded from the development.
 - c. A multi-level parking structure shall not be permitted on site.
 - d. Carports shall not be permitted on site.
4. Signage: The monument sign shall be located as depicted and shown on the Site Plan.

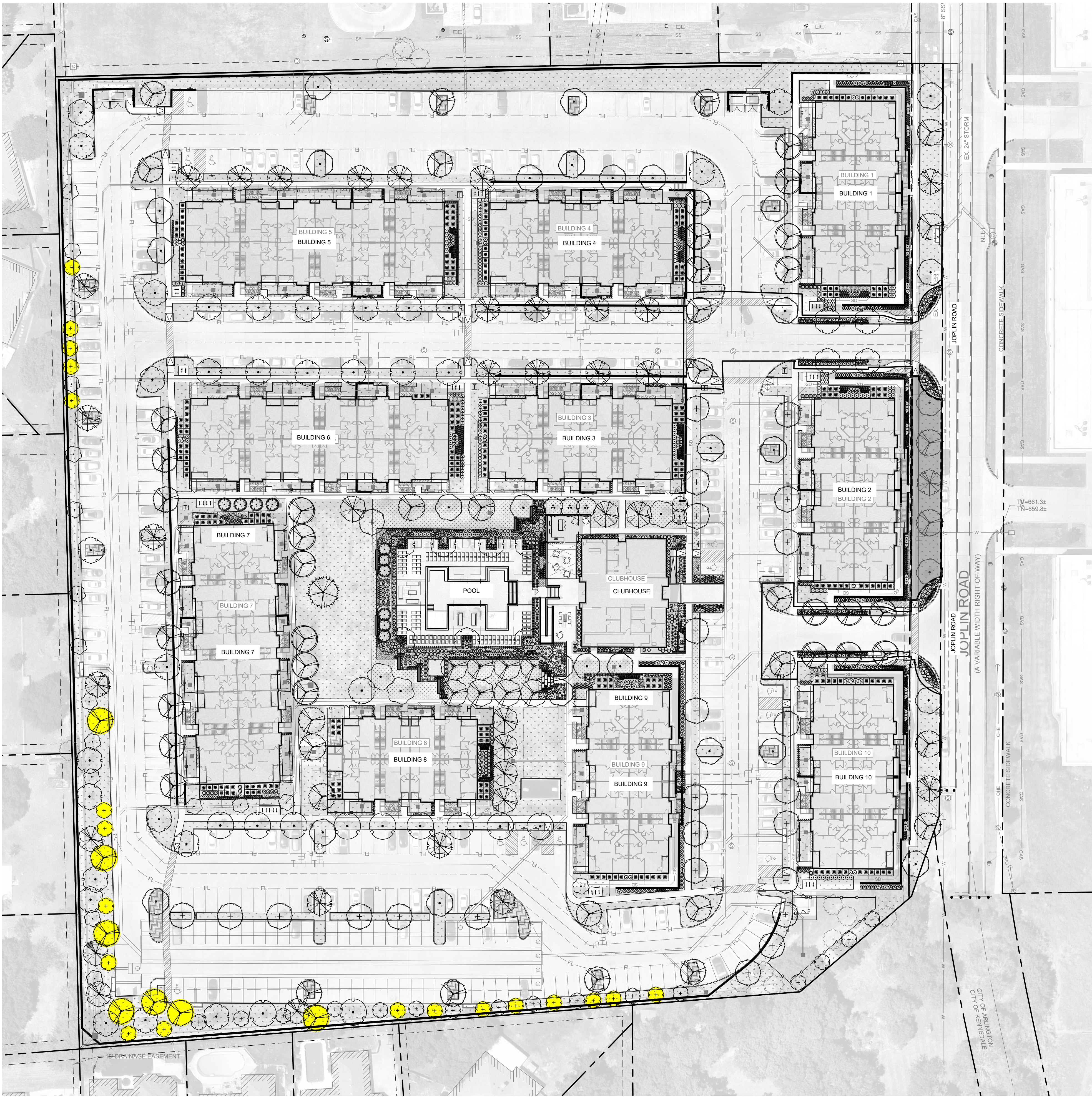
V. **Design Standards.**

- A) **Building Form Standards:** All buildings constructed after the date of passage of this ordinance shall meet, at minimum, the building form and design standards outlined in the Unified Development Code at the time of adoption of this ordinance and be consistent with the existing structures. Existing structures are considered conforming in building form and design standards.
- B) **Fences/Walls/ Retaining Walls/ Guard Rails:**
 1. Fences, screen walls, retaining walls, and guard rails shown on the Site Plan shall be maintained by the owner .
 2. All fencing and screening shall be consistent with the location as depicted in the attached exhibits. All fences, screen walls, retaining walls, and guard rails shall be allowed along the side and rear property lines and are not subject to any setback standards.
 3. Two-foot extensions shall be added to the poles on the existing fence to create an eight-foot tall fence as shown on the Site Plan.
 4. Guardrails shall be installed near the rear of the property as depicted and shown in the attached exhibits. The guardrail shall be installed within 6-months of the approval of this ordinance.

- C) Landscaping: Landscaping shall conform to the Landscaping exhibit and must be maintained by the owner in a healthy growing condition. Additional trees shall be installed in the rear of the property as depicted and shown in the attached landscaping exhibit. The additional landscaping shall be installed no later than 6 months from the adoption of this ordinance. All site landscaping, including maintenance of the right-of-way, shall be maintained by the property owner.

VI. Annual Meeting and Notices

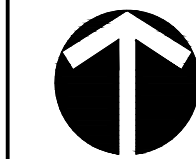
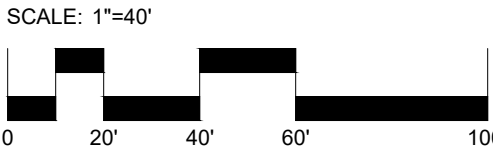
- A) Annual Meeting. Representatives from the Steeplechase Homeowners Association and the Property owner or the Property management entity shall meet annually on-site, unless both the Steeplechase Homeowners Association and the Property owner or Property management entity agree that such a meeting is not necessary.
- B) Notices. The Property owner or Property management entity will provide the Steeplechase Homeowners Association with at least thirty (30) days prior written notice before submitting an application to change or amend the zoning classification of the Property with the City of Kennedale.



PLANT SCHEDULE	
TREES	BOTANICAL / COMMON NAME
	Acer barbatum 'Caddo' / Caddo Southern Sugar Maple
	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly
	Liquidambar styraciflua / American Sweet Gum
	Magnolia grandiflora 'Little Gem' / Dwarf Southern Magnolia
	Platanus mexicana / Mexican Sycamore
	Quercus macrocarpa / Burr Oak
	Quercus muehlenbergii / Chinkapin Oak
	Quercus polymorpha 'Monterey' / Monterey Oak
	Quercus shumardii / Shumard Red Oak
	Quercus texana / Texas Red Oak
	Quercus virginiana / Southern Live Oak
	Taxodium distichum / Bald Cypress
	Ulmus alata / Winged Elm
	Ulmus crassifolia / Cedar Elm
	Ulmus parvifolia 'Allee' / Allee Lacebark Elm
ORNAMENTAL TREES	BOTANICAL / COMMON NAME
	Cercis canadensis var. mexicana / Mexican Redbud
	Ilex vomitoria / Yaupon Holly
	Rhus lanceolata / Prairie Sumac

NOTE: PROPOSED TREES ILLUSTRATED ON THIS PLAN ARE A COMBINATION OF SOUTHERN LIVE OAKS AND YAUPON HOLLIES

- PROPOSED TREE LOCATIONS
- EXISTING TREE LOCATIONS



Notification Results as of 12/08/2025

Properties Inside of 200' Buffer				
Owner_Name	Situs_Addr	Opposed	Area (AC) incl ROW	Notes
COOK, DAHL B	1402 DERBY DR	N	0.083	
KREIGER, VICTOR	1402 FERN CT	Y	0.182	
HALL, SHARON KAY & MORIN, MICHAEL	1402 MALLARD CT	N	0.018	
CARRASCO, THOMAS E	1403 DERBY DR	N	0.270	
MOORE, LISA	1403 FERN CT	Y	0.191	
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	N	0.087	
MCCARTNEY, CLAIRE	1404 FERN CT	Y	0.226	
OWENS, MELVIN L	1404 MALLARD CT	N	0.200	
ALFORD, PETER	1405 DERBY DR	Y	0.274	
LIZARRAGA, RICHARD	1405 FERN CT	Y	0.213	
SAMMS, SARAH	1406 DERBY DR	N	0.079	
HARDY, CORNELIUS R	1406 FERN CT	Y	0.279	
KETNER, RICHARD L	1406 MALLARD CT	Y	0.296	1
RESTREPO, GIOVANNA	1407 DERBY DR	Y	0.285	
PEREZ, DANIEL	1407 FERN CT	Y	0.279	
RAMIREZ, PATRICIA	1408 DERBY DR	N	0.900	
MARTIN, PRISCILLA	1409 DERBY DR	N	0.315	
FLORES, GILBERT	1409 MALLARD CT	Y	0.059	
LINDSAY, CHRISTINA	1411 DERBY DR	Y	0.371	
FILOMENO & DEBRA SANCHEZ FAMIL	3208 HAWKINS JOPLIN RD	Y	1.264	
MURPHY, BRANDON J	3224 JOPLIN RD	N	0.078	
MARKS, AL	408 COKER VALLEY DR	N	0.320	
NICHOLS, MATTHEW	410 COKER VALLEY DR	Y	0.359	
WATSON, MICHAEL	412 COKER VALLEY DR	Y	0.509	
MOTT, CARLOS	414 COKER VALLEY DR	Y	0.514	
LISLE, GARRETT	414 GLENBROOK DR	N	0.068	
WEINER, STEVEN J	416 COKER VALLEY DR	Y	0.469	
FILOMENO AND DEBRA SANCHEZ FAM	416 GLENBROOK DR	Y	0.336	
HIVALE, JOHN S	418 COKER VALLEY DR	Y	0.652	
SALOMON DEVELOPMENT CO LP	5320 KENNEDALE SUBLETT RD	N	0.677	2
M & K APARTMENTS INC	5330 KENNEDALE SUBLETT RD	N	0.582	
THE C.A. LAURITZEN III FAMILY	5350 KENNEDALE SUBLETT RD	N	0.831	
100 FLOCCHINI CIRCLE LLC	5360 KENNEDALE SUBLETT RD	N	0.877	

Total Acres 12.143

Total Acres Oppose 6.758

Percent Acres Oppose 56%

Notes

1. Sent 2 Letters

1 TENANT IS: BOING US HOLDCO INC 5304 KENNEDALE SUBLETT RD

OBJECTID_ RP	Owner_Name	Owner_Zip	Owner_Zip+	TAD_Map	School
2288 R	COOK, DAHL B	76060	6022	2090-352	914
2227 R	KREIGER, VICTOR	76060		2090-352	914
2219 R	HALL, SHARON KAY	76060	6016	2090-356	914
4519 R	MORIN, MICHAEL	76060			914
2274 R	CARRASCO, THOMAS E	76060	6023	2090-352	914
2222 R	MOORE, LISA	76060	6017	2090-356	914
2289 R	BINGAMAN REVOCABLE TRUST	76060		2090-352	914
2226 R	MCCARTNEY, CLAIRE	76060	6028	2090-352	914
2218 R	OWENS, MELVIN L	76060	6016	2090-356	914
2275 R	ALFORD, PETER	76060		2090-352	914
2223 R	LIZARRAGA, RICHARD	76060	6017	2090-356	914
2290 R	SAMMS, SARAH	76060		2090-352	914
2225 R	HARDY, CORNELIUS R	76060	6028	2090-352	914
2217 R	KETNER, RICHARD L	76060	6016	2090-356	914
2276 R	RESTREPO, GIOVANNA	76060		2090-352	914
2224 R	PEREZ, DANIEL	76060	6017	2090-352	914
2291 R	RAMIREZ, PATRICIA	75052		2090-352	914
2277 R	MARTIN, PRISCILLA	76060	6023	2090-352	914
2216 R	FLORES, GILBERT	76060	6016	2090-356	914
2278 R	LINDSAY, CHRISTINA	76060		2090-352	914
1351 R	FILOMENO & DEBRA SANCHEZ FAMIL	76060		2090-352	914
1350 R	MURPHY, BRANDON J	76060	6212	2090-352	914
2287 R	MARKS, AL	76060	6020	2090-352	914
2273 R	NICHOLS, MATTHEW	76060	6020	2090-352	914
2267 R	WATSON, MICHAEL	76060	6020	2090-352	914
2266 R	MOTT, CARLOS	76060		2090-352	914
2280 R	LISLE, GARRETT	76060		2090-352	914
2265 R	WEINER, STEVEN J	76060		2090-352	914
2279 R	FILOMENO AND DEBRA SANCHEZ FAM	76060		2090-352	914
2264 R	HIVALE, JOHN S	76060	6020	2090-352	914
4681 P	BOING US HOLDCO INC	28202		2090-356	914
586 C	SALOMON DEVELOPMENT CO LP	92101		2090-356	914
587 C	M & K APARTMENTS INC	33181		2090-356	914
585 C	THE C.A. LAURITZEN III FAMILY	94509		2090-356	914
584 C	100 FLOCCHINI CIRCLE LLC	80135		2090-356	914
4638 P	VALIANT SKY VENTURES LLC	75657		2090-356	914
4955 P	PUBLIC STORAGE	91201		2090-356	914
4674 P	CASTLEBERRY, JORDAN	76017		2090-356	914
4605 P	NALU SKIN & BODY	76017		2090-356	914
553 C	PS LPT PROPERTIES INVESTORS	91201		2090-356	914
1352 R	DENNIS, KENNETH	76017		2096-352	914
580 C	CONLIN, MEREDITH	76016		2096-352	914
592 C	ALTA 287 OWNER LLC	75230		2090-352	914

Deed_Date	Deed_Book	Deed_Page	Year_Built	Shape *	Appraisal_	Account_Ni	Record_Typ	Sequence_
8/15/1993	11196	2207	1993	Polygon	2025	6577687	AAAA	0
5/17/2001			1992	Polygon	2025	6436498	AAAA	0
1/1/2022			1992	Polygon	2025	6436404	AAAA	0
1/1/2022			1992	Polygon	2025	42832886	AAAA	0
7/31/2013	0	0	1993	Polygon	2025	6577512	AAAA	0
6/18/1998	13279	460	1992	Polygon	2025	6436439	AAAA	0
#####			1995	Polygon	2025	6577695	AAAA	0
3/26/2023			1993	Polygon	2025	6436471	AAAA	0
8/13/1994	11717	440	1993	Polygon	2025	6436390	AAAA	0
6/23/2022			1995	Polygon	2025	6577520	AAAA	0
2/25/1993	10966	2055	1992	Polygon	2025	6436447	AAAA	0
#####			1994	Polygon	2025	6577709	AAAA	0
8/6/1999	13964	99	1993	Polygon	2025	6436463	AAAA	0
5/12/1999	13817	369	1992	Polygon	2025	6436382	AAAA	0
#####			1994	Polygon	2025	6577539	AAAA	0
3/11/2011	0	0	1992	Polygon	2025	6436455	AAAA	0
5/20/2021			1993	Polygon	2025	6577717	AAAA	0
#####	0	0	1993	Polygon	2025	6577547	AAAA	0
7/6/1993	11143	2311	1993	Polygon	2025	6436374	AAAA	0
#####			1993	Polygon	2025	6577555	AAAA	0
7/3/2024			0	Polygon	2025	4469968	AAAA	0
#####	0	0	1974	Polygon	2025	4469941	AAAA	0
8/30/2007	0	0	1994	Polygon	2025	6577679	AAAA	0
9/30/1994	11746	1488	1994	Polygon	2025	6577504	AAAA	0
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9/20/2021			1994	Polygon	2025	6563562	AAAA	0
2/5/2024			1996	Polygon	2025	6577571	AAAA	0
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7/3/2024			1995	Polygon	2025	6577563	AAAA	0
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	0	0	0	Polygon	2025	14941339	AAAA	0
9/30/2024			2024	Polygon	2025	42880074	AAAA	0
1/16/2024			2023	Polygon	2025	42880104	AAAA	0
#####			2022	Polygon	2025	42880066	AAAA	0
6/28/2023			2022	Polygon	2025	42880058	AAAA	0
	0	0	0	Polygon	2025	14862137	AAAA	0
	0	0	0	Polygon	2025	14859969	AAAA	0
	0	0	0	Polygon	2025	14910387	AAAA	0
	0	0	0	Polygon	2025	14911201	AAAA	0
12/1/2021			2019	Polygon	2025	42325666	AAAA	0
9/8/2021			0	Polygon	2025	4470044	AAAA	0
	0	0	0	Polygon	2025	42778202	AAAA	0
	0	0	2021	Polygon	2025	42979020	AAAA	0

PIDN	Owner_Addr	Owner_City	Situs_Addr	ZipCode	Property_C	SB247_Flag	MAPSCO
40283----	3- 1402 DERB	KENNEDAL	1402 DERBY DR		A1	N	108H
40283----	1- 1402 FERN	KENNEDAL	1402 FERN CT		A1	N	108D
40283----	1- 1402 MALL	KENNEDAL	1402 MALLARD CT		A1	N	108D
40283----	1- 1402 MALL	KENNEDAL	1402 MALLARD CT		A1	N	108D
40283----	1- 1403 DERB	KENNEDAL	1403 DERBY DR		A1	N	108H
40283----	1- 1403 FERN	KENNEDAL	1403 FERN CT		A1	N	108D
40283----	3- 1404 DERB	KENNEDAL	1404 DERBY DR		A1	N	108H
40283----	1- 1404 FERN	KENNEDAL	1404 FERN CT		A1	N	108D
40283----	1- 1404 MALL	KENNEDAL	1404 MALLARD CT		A1	N	108D
40283----	1- 1405 DERB	KENNEDAL	1405 DERBY DR		A1	N	108H
40283----	1- 1405 FERN	KENNEDAL	1405 FERN CT		A1	N	108D
40283----	3- 1406 DERB	KENNEDAL	1406 DERBY DR		A1	N	108H
40283----	1- 1406 FERN	KENNEDAL	1406 FERN CT		A1	N	108D
40283----	1- 1406 MALL	KENNEDAL	1406 MALLARD CT		A1	N	108D
40283----	1- 1407 DERB	KENNEDAL	1407 DERBY DR		A1	N	108H
40283----	1- 1407 FERN	KENNEDAL	1407 FERN CT		A1	N	108D
40283----	3- 2131 WATE	GRAND PR	1408 DERBY DR		A1	N	108H
40283----	1- 1409 DERB	KENNEDAL	1409 DERBY DR		A1	N	108H
40283----	1- 1409 MALL	KENNEDAL	1409 MALLARD CT		A1	N	108D
40283----	1- 1411 DERB	KENNEDAL	1411 DERBY DR		A1	N	108H
A-792---	1A(416 GLENB	KENNEDAL	3208 HAWKINS JOPLIN RD		C1	N	108H
A-792---	1A- 3224 JOPLI	KENNEDAL	3224 JOPLIN RD		A1	N	108H
40283----	3- 408 COKER	KENNEDAL	408 COKER VALLEY DR		A1	N	108H
40283----	1- 410 COKER	KENNEDAL	410 COKER VALLEY DR		A1	N	108H
40283----	1- 412 COKER	KENNEDAL	412 COKER VALLEY DR		A1	N	108H
40283----	1- 414 COKER	KENNEDAL	414 COKER VALLEY DR		A1	N	108H
40283----	1- 414 GLENB	KENNEDAL	414 GLENBROOK DR		A1	N	108H
40283----	1- 416 COKER	KENNEDAL	416 COKER VALLEY DR		A1	N	108D
40283----	1- 416 GLENB	KENNEDAL	416 GLENBROOK DR		A1	N	108H
40283----	1- 418 COKER	KENNEDAL	418 COKER VALLEY DR		A1	N	108D
42880066	440 S CHUI	CHARLOTTI	5304 KENNEDALE SUBLETT RD		L1		108D
44576----	1- 750 B STRE	SAN DIEGO	5320 KENNEDALE SUBLETT RD		F1	N	108D
44576----	1- 14311 BISC	MIAMI, FL	5330 KENNEDALE SUBLETT RD		F1	N	108D
44576----	1- 147 BEEDE	ANTIOCH, (	5350 KENNEDALE SUBLETT RD		F1	N	108D
44576----	1- PO BOX 44	(SEDALIA, C	5360 KENNEDALE SUBLETT RD		F1	N	108D
42325666	310 W AUS'	JEFFERSON	6221 JOPLIN RD		L1		108D
42325666	PO BOX 25	(GLENDALE,	6221 JOPLIN RD		L1		108D
42325666	4415 BRAD	ARLINGTON	6221 JOPLIN RD STE 151		L1		108D
42325666	6221 N JOP	ARLINGTON	6221 N JOPLIN RD STE 131		L1		108D
--314L---	1- 701 WESTE	GLENDALE,	6251 JOPLIN RD		F1	N	108D
A-792---	2B(5904 WILL	(ARLINGTON	6309 JOPLIN RD		C1	N	108H
	-8109 5807	VILLA ARLINGTON	JOPLIN RD		C1C	N	108H
44576----	1- 5440 HARV	DALLAS, TX	JOPLIN RD		BC	N	108D

State_Use_	LegalDescr	County	City	Num_Speci	Spec1	Spec2	Spec3	Spec4	
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
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A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
C1	HAWKINS, .	220		14	2	0	224	225	0
A	HAWKINS, .	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
A	STEEPLECH	220		14	2	0	224	225	0
L1	Personal Pr	220		14	2	0	224	225	0
F1	VAQUERO (	220		14	2	0	224	225	0
F1	VAQUERO (	220		14	2	0	224	225	0
F1	VAQUERO (	220		14	2	0	224	225	0
F1	VAQUERO (	220		14	2	0	224	225	0
L1	Personal Pr	220		24	2	0	224	225	0
L1	Personal Pr	220		24	2	0	224	225	0
L1	Personal Pr	220		24	2	0	224	225	0
L1	Personal Pr	220		24	2	0	224	225	0
F1	ALL STORA	220		24	2	0	224	225	0
C1	HAWKINS, .	220		24	2	0	224	225	0
C1	CONLIN AD	220		24	2	0	224	225	0
BC	VAQUERO (	220		14	2	0	224	225	0

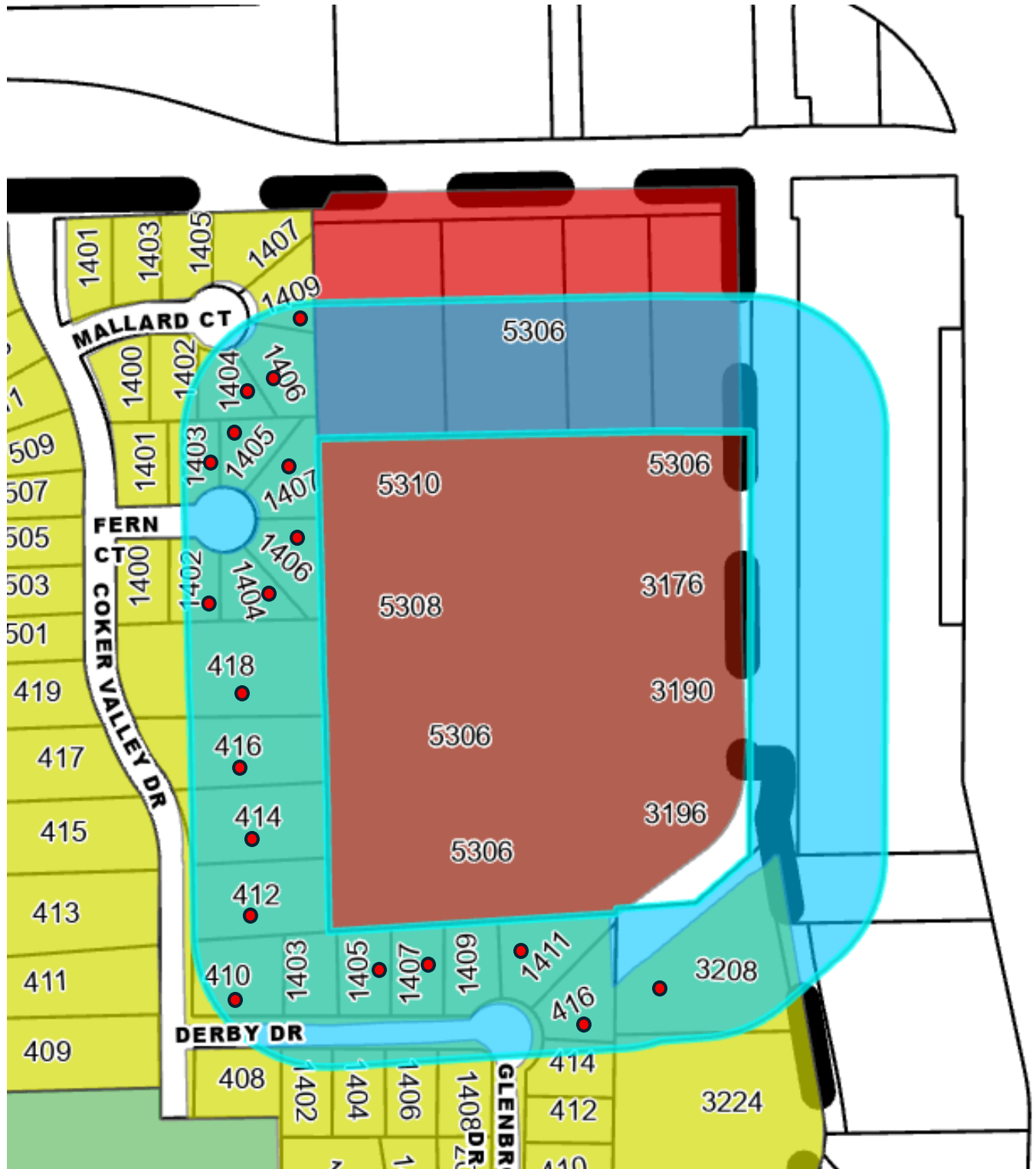
Spec5	Land_Value	Improve	Total_Valu	Garage_Ca	Num_Bedr	Num_Bathr	Living_Are	Swimming_
0	75000	258713	333713	4	0	0	1901	
0	75000	252072	327072	2	0	0	2262	
0	37500	129042	166542	2	0	0	1923	
0	37500	129042	166542	4	0	0	1923	
0	75000	302833	377833	4	0	0	2619	
0	75000	238182	313182	2	0	0	2312	
0	75000	335039	410039	4	0	0	2375	X
0	75000	254415	329415	4	0	0	1830	
0	75000	258466	333466	2	0	0	1905	
0	75000	340877	415877	4	0	0	2447	X
0	75000	249713	324713	2	0	0	1799	
0	75000	261288	336288	4	0	0	1915	
0	75000	254415	329415	2	0	0	1830	
0	75000	268170	343170	2	0	0	2094	
0	75000	286511	361511	4	0	0	1834	X
0	75000	217546	292546	2	0	0	1869	
0	75000	268520	343520	4	0	0	2060	
0	75000	297042	372042	6	0	0	1927	X
0	75000	277277	352277	2	0	0	2245	
0	75000	270157	345157	4	0	0	2110	
0	52500	0	52500	0	0	0	0	
0	91000	138792	229792	0	0	0	1636	
0	75000	336411	411411	4	0	0	2615	X
0	75000	390347	465347	6	0	0	3424	
0	77744	297256	375000	4	0	0	2536	X
0	83080	251920	335000	4	0	0	2454	
0	75000	281943	356943	4	0	0	1911	
0	91160	272296	363456	4	0	0	2184	
0	75000	309632	384632	4	0	0	2592	X
0	99775	266691	366466	4	0	0	2536	
0	0	0	0	0	0	0	0	
0	141642	737685	879327	0	0	0	2304	
0	121314	893279	1014593	0	0	0	2541	
0	174276	902519	1076795	0	0	0	3920	
0	180561	1608999	1789560	0	0	0	7200	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	238119	
0	65000	0	65000	0	0	0	0	
0	156404	0	156404	0	0	0	0	
0	1566103	52628889	54194992	0	0	0	256088	X

Land_SqFt	Ag_Acres	Ag_Value	Central_He	Central_Ai	Structure_	RollCode	Notice_Dat	Appraisal1
10140	0	0 Y	Y		0		4/15/2025	1/1/2025
8751	0	0 Y	Y		0		4/15/2025	1/1/2025
8751	0	0 Y	Y		0		4/15/2025	1/1/2025
8751	0	0 Y	Y		0			1/1/2025
9571	0	0 Y	Y		0		4/15/2025	1/1/2025
8751	0	0 Y	Y		0		4/15/2025	1/1/2025
10270	0	0 Y	Y		0		4/15/2025	1/1/2025
9272	0	0 Y	Y		0		4/15/2025	1/1/2025
8751	0	0 Y	Y		0		4/15/2025	1/1/2025
9919	0	0 Y	Y		0			1/1/2025
9272	0	0 Y	Y		0		4/15/2025	1/1/2025
10270	0	0 Y	Y		0		4/15/2025	1/1/2025
11230	0	0 Y	Y		0		4/15/2025	1/1/2025
12323	0	0 Y	Y		0		4/15/2025	1/1/2025
10268	0	0 Y	Y		0			1/1/2025
11228	0	0 Y	Y		0		4/15/2025	1/1/2025
10480	0	0 Y	Y		0			1/1/2025
10175	0	0 Y	Y		0		4/15/2025	1/1/2025
9585	0	0 Y	Y		0		4/15/2025	1/1/2025
14547	0	0 Y	Y		0			1/1/2025
43560	0	0 N	N		0		4/15/2025	1/1/2025
60984	0	0 Y	Y		0		4/15/2025	1/1/2025
13000	0	0 Y	Y		0		4/15/2025	1/1/2025
15581	0	0 Y	Y		0		4/15/2025	1/1/2025
23348	0	0 Y	Y		0		4/15/2025	1/1/2025
26397	0	0 Y	Y		0			1/1/2025
9870	0	0 Y	Y		0		4/15/2025	1/1/2025
31014	0	0 Y	Y		0		4/15/2025	1/1/2025
12966	0	0 Y	Y		0		4/15/2025	1/1/2025
35937	0	0 Y	Y		0		4/15/2025	1/1/2025
0	0	0 N	N		0			1/1/2025
47214	0	0 N	N		0		4/15/2025	1/1/2025
40438	0	0 N	N		0		4/15/2025	1/1/2025
58092	0	0 N	N		0		4/15/2025	1/1/2025
60187	0	0 N	N		0		4/15/2025	1/1/2025
0	0	0 N	N		0			1/1/2025
0	0	0 N	N		0			1/1/2025
0	0	0 N	N		0			1/1/2025
0	0	0 N	N		0			1/1/2025
327441	0	0 N	N		0			1/1/2025
43560	0	0 N	N		0			1/1/2025
156404	0	0 N	N		0		4/15/2025	1/1/2025
447458	0	0 N	N		0		4/15/2025	1/1/2025

Sale_Date	GIS_Link	Street_Nam	Street_Num	Street_Typ	Seq_Num	Instrument	Appraised_	Land_Acres
8/15/1993	40283-3-2	DERBY	1402	DR	0	11196000	320339	0.2327
5/17/2001	40283-1-16	FERN	1402	CT	0	D22117448	327072	0.2008
1/1/2022	40283-1-8	MALLARD	1402	CT	0	D22127975	159866	0.2008
1/1/2022	40283-1-8	MALLARD	1402	CT	0	D22127975	166542	0.2008
7/31/2013	40283-1-23	DERBY	1403	DR	0	D21320518	360423	0.2197
6/18/1998	40283-1-11	FERN	1403	CT	0	13279000	313182	0.2008
#####	40283-3-3	DERBY	1404	DR	0	D22321196	344064	0.2357
3/26/2023	40283-1-15	FERN	1404	CT	0	D22401502	316639	0.2128
8/13/1994	40283-1-7	MALLARD	1404	CT	0	11717000	319816	0.2008
6/23/2022	40283-1-24	DERBY	1405	DR	0	D22216234	415877	0.2277
2/25/1993	40283-1-12	FERN	1405	CT	0	10966000	312002	0.2128
#####	40283-3-4	DERBY	1406	DR	0	D21725649	322771	0.2357
8/6/1999	40283-1-14	FERN	1406	CT	0	13964000	316639	0.2578
5/12/1999	40283-1-6	MALLARD	1406	CT	0	13817000	329273	0.2828
#####	40283-1-25	DERBY	1407	DR	0	D22228857	361511	0.2357
3/11/2011	40283-1-13	FERN	1407	CT	0	D21106371	292546	0.2577
5/20/2021	40283-3-5	DERBY	1408	DR	0	D22114480	343520	0.2405
#####	40283-1-26	DERBY	1409	DR	0	0	361159	0.2335
7/6/1993	40283-1-5	MALLARD	1409	CT	0	11143000	337711	0.22
#####	40283-1-27	DERBY	1411	DR	0	D22135040	345157	0.3339
7/3/2024	A 792-1A01	HAWKINS J	3208	RD	0	D22412507	52500	1
#####	A 792-1A	JOPLIN	3224	RD	0	D21301958	229792	1.4
8/30/2007	40283-3-1	COKER VAL	408	DR	0	D20735755	393963	0.2984
9/30/1994	40283-1-22	COKER VAL	410	DR	0	11746000	445414	0.3576
#####	40283-1-21	COKER VAL	412	DR	0	D20347566	375000	0.5359
9/20/2021	40283-1-20	COKER VAL	414	DR	0	D22130294	335000	0.6059
2/5/2024	40283-1-29	GLENBROC	414	DR	0	D22401947	356943	0.2265
#####	40283-1-19	COKER VAL	416	DR	0	16286000	332957	0.7119
7/3/2024	40283-1-28	GLENBROC	416	DR	0	D22412508	384632	0.2976
#####	40283-1-18	COKER VAL	418	DR	0	10831000	321421	0.825
	44576-1-5	KENNEDAL	5304	RD	0	0	0	0
9/30/2024	44576-1-5	KENNEDAL	5320	RD	0	D22417373	879327	1.084
1/16/2024	44576-1-4	KENNEDAL	5330	RD	0	D22401001	1014593	0.928
#####	44576-1-3	KENNEDAL	5350	RD	0	D22323014	1076795	1.334
6/28/2023	44576-1-1F	KENNEDAL	5360	RD	0	D22311407	1789560	1.382
	314L-1-1	JOPLIN	6221	RD	0	0	0	0
	314L-1-1	JOPLIN	6221	RD	0	0	0	0
	314L-1-1	JOPLIN	6221	RD	0	0	0	0
	314L-1-1	JOPLIN	6221	RD	0	0	0	0
12/1/2021	314L-1-1	JOPLIN	6251	RD	0	D22135393	0	7.517
9/8/2021	A 792-2B01	JOPLIN	6309	RD	0	D22126327	65000	1
	1/1/8111	JOPLIN	0	RD	0	0	156404	3.591
	44576-1-2F	JOPLIN	0	RD	0	0	54194992	10.2722

Subdivisio	AsmtTranS	Shape_Len	GlobalID	PriorYearL	PriorYearI	PriorYearT	Shape_Len	Shape_Area
STEEPLECH	Assessed	413.9524	{E9733B53	75000	258713	333713	413.9524	9969.993
STEEPLECH	Assessed	384.9641	{5B785043	75000	252072	327072	384.9641	8878.289
STEEPLECH	Assessed	390.7274	{1CB34F45	37500	129042	166542	390.7274	9036.558
STEEPLECH	Assessed	390.7274	{1CB34F45	37500	129042	166542	390.7274	9036.558
STEEPLECH	Assessed	405.4514	{7295E5BB	75000	302833	377833	405.4514	9796.679
STEEPLECH	Assessed	385.7643	{CECD6062	75000	238182	313182	385.7643	8871.569
STEEPLECH	Assessed	418.5078	{2F43DE25	75000	335039	410039	418.5078	10275.21
STEEPLECH	Assessed	416.1784	{07B362A4	75000	254415	329415	416.1784	8955.348
STEEPLECH	Assessed	406.9945	{C3862314	75000	258466	333466	406.9945	8957.323
STEEPLECH	Assessed	414.1726	{3416CD7E	75000	340877	415877	414.1726	10109.75
STEEPLECH	Assessed	405.6743	{1E3FD67E	75000	249713	324713	405.6743	8578.33
STEEPLECH	Assessed	413.9249	{39FD8120	75000	261288	336288	413.9249	10015.94
STEEPLECH	Assessed	455.0221	{AF4A2585	75000	254415	329415	455.0221	11341.46
STEEPLECH	Assessed	450.3907	{F47208D7	75000	268170	343170	450.3907	12480.18
STEEPLECH	Assessed	423.7789	{F3E013A7	75000	286511	361511	423.7789	10472.46
STEEPLECH	Assessed	452.569	{CE10E5F7	75000	217546	292546	452.569	11139.28
STEEPLECH	Assessed	411.5593	{9DB8A259	75000	268520	343520	411.5593	10375.45
STEEPLECH	Assessed	424.7341	{53279CE9	75000	297042	372042	424.7341	10706.71
STEEPLECH	Assessed	436.4438	{920B6F7C	75000	277277	352277	436.4438	10076.67
STEEPLECH	Assessed	532.3856	{A1067080	75000	270157	345157	532.3856	14855.01
HAWKINS, .	Assessed	987.2611	{C251F36F	52500	0	52500	987.2611	52808.51
HAWKINS, .	Assessed	1038.426	{828B9DC7	91000	138792	229792	1038.426	67372.43
STEEPLECH	Assessed	463.7019	{3B476807	75000	336411	411411	463.7019	13269.84
STEEPLECH	Assessed	504.5055	{B5857149	75000	390347	465347	504.5055	15790.05
STEEPLECH	Assessed	624.4698	{FAFEB1E0	77744	297256	375000	624.4698	22295.64
STEEPLECH	Assessed	655.3745	{CC15051A	83080	251920	335000	655.3745	23618.71
STEEPLECH	Assessed	411.9425	{A6CA4901	75000	281943	356943	411.9425	10138.41
STEEPLECH	Assessed	732.3342	{7F0400B2	91160	272296	363456	732.3342	26664.08
STEEPLECH	Assessed	513.8057	{7394E96E	75000	309632	384632	513.8057	13243.62
STEEPLECH	Assessed	874.351	{20E6E417	99775	266691	366466	874.351	42455.07
		924.6965	{EC6E3A82	0	0	0	924.6965	47485.18
VAQUERO (	Assessed	924.6965	{EC6E3A82	141642	0	141642	924.6965	47485.18
VAQUERO (	Assessed	891.8105	{3794B175	121314	909394	1030708	891.8105	40486.59
VAQUERO (	Assessed	999.3511	{C8888784	174276	869369	1043645	999.3511	57657.69
VAQUERO (	Assessed	1018.448	{A00EA7CD	180561	1435391	1615952	1018.448	60827.37
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
ALL STORA	On Hold	3096.056	{0F67EDD3	982323	14495411	15477734	2599.494	230803.8
HAWKINS, .	Assessed	1095.529	{9F7FD0F5	65000	0	65000	805.5681	30275.47
CONLIN AD	Assessed	1958.866	{15327CD0	156404	0	156404	1178.158	86387.12
VAQUERO (	Assessed	2657.878	{DE159092	1566103	47933897	49500000	2657.878	449363.3

- Properties with written opposition



November 20, 2025

PZ Case # 25-173100 Joplin Rd (Alta Landing) from MF- Multifamily to PD- Planned Development

Hello my name is Tracy Hardy and I live at 1406 Fern Ct. I am here today to share some of my concerns with Alta Landing apartments and the zoning change request to PD. I am opposed to the zoning change from MF to PD for several reasons. 1. They are non-conforming in MF and will be non-conforming in PD. There are a number of things wrong with these apartments that the City of Kennedale has allowed and made exceptions for that effect our neighborhood and their renters. Like the setback violation in Section 3 Table 3.3, the retaining wall in Section 10.14.F.2.b shall not exceed 5 feet in height and at least 10 feet in step back for the retaining walls, in my area the set back is only 3 ½ setback from my property to their retaining wall and the retaining wall is approx. 12 to 15 feet in height not the 5ft as stated in Section 10 and in PD 9.2 Qualifying Conditions that apply to all PD's #D Compatibility with adjacent Uses. It states parking areas, shall not be located near the perimeter of the PD or so as to negatively impact the residential use of adjacent land. (Our property line and backyards that joins their parking lot) making it non-conforming to PD 9.2#D We already had a vehicle went over the retaining wall through the fence into a neighbor's yard make an unsafe situation for everyone involved. Thank God no one was injured, and yes, they did install a wire guard rail after that, but the parking lot itself is still a violation of 9.2. of PD. This could have been prevented if PD 9.2#D had been followed along with the 5 feet retaining wall and setbacks in Section 10. Alta Landing stated they want the Zone Change to PD to add things like more tree and a carport and other items. All those things can be done in MF Zoning even the Trash Dumpster can be moved a different location not to the front but somewhere from the neighbor's fences.

They have been non-conforming from the beginning and they still are non-conforming. Changing to PD is just a way to cover up the wrong. It doesn't make it better quality of life for anyone, doesn't make it safer for anyone. It is just changing it on paper and not changing the wall, that wall cannot be moved, it is still unsafe. According to Section 9.1, A PD shall not be sought primarily to avoid the standards and requirements of zoning.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT

Updates from the City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT

Updates from the City of Kennedale City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT

Financial Report- Jon Horton

ORIGINATED BY

Jonathan Horton, Finance Director

SUMMARY

RECOMMENDATION

No Action Required

ATTACHMENTS

1.	02 November	02 November.pdf
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**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended November 2025
EXECUTIVE OVERVIEW**

TO Mayor and Members of City Council
Darrell Hull, City Manager

FROM Jon Horton, Finance Director

DATE December 16, 2025

SUBJECT Monthly Financial Report for November 2025

Below is an overview of the monthly financial results for the current fiscal year through November. Detail schedules for each fund are attached for your review.

Results through November represent 16.7% of the fiscal year.

GENERAL FUND (01)

- ◇ Property tax revenues received year-to-date \$522,986; 8.7% of total budget; prior year receipts through October were 12.7% of budget
- ◇ Sales tax revenues received year-to-date \$1,437; 0.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◇ General Fund expenditures year-to-date \$2,390,698; 16.7% of total budget
- ◇ Fund Balance year-to-date is \$4,128,422; 105.4 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◇ *Water service sales year-to-date \$315,592; 7.3% of budget
- ◇ *Sewer service sales year-to-date \$234,063; 10.1% of budget
- ◇ Utility Billing and Operations expenditures year-to-date \$882,828; 16.7% of total budget

STORMWATER FUND (07)

- ◇ *Drainage fees year-to-date \$23,193; 7.6% of budget
- ◇ Stormwater Fund expenditures year-to-date \$40,679, 10.4% of total budget

EDC FUND (15)

- ◇ Sales tax revenues received year-to-date \$474; 0.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◇ Rental fees for the Shopping Center year-to-date \$38,408; 16% of budget
- ◇ EDC Operations expenditures year-to-date \$328,380; 27.1% of budget
- ◇ EDC Town Shopping Center expenditures year-to-date \$99,160; 9.7% of budget

*Indicates November activity was not available at time of publish



City of Kennedale, TX

Budget Report for Short Fiscals Group Summary

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND						
Revenue						
00 - REVENUE	13,738,754.00	13,738,754.00	704,748.96	998,401.84	-12,740,352.16	7.27%
Revenue Total:	13,738,754.00	13,738,754.00	704,748.96	998,401.84	-12,740,352.16	7.27%
Expense						
01 - CITY MANAGER	868,803.00	868,803.00	53,673.31	116,869.47	751,933.53	13.45%
02 - MAYOR AND COUNCIL	211,550.00	211,550.00	2,188.61	6,416.50	205,133.50	3.03%
03 - CITY SECRETARY	0.00	0.00	1,469.29	14,679.81	-14,679.81	0.00%
04 - MUNICIPAL COURT	332,256.00	332,256.00	19,381.39	52,752.99	279,503.01	15.88%
05 - HUMAN RESOURCES	0.00	0.00	1,770.75	19,393.23	-19,393.23	0.00%
07 - FINANCE	663,130.00	663,130.00	82,399.21	125,367.57	537,762.43	18.91%
09 - POLICE	4,002,396.00	4,002,396.00	287,509.65	640,599.70	3,361,796.30	16.01%
10 - FIRE	3,303,998.00	3,303,998.00	284,594.58	645,133.58	2,658,864.42	19.53%
12 - COMMUNITY DEVELOPMENT	695,939.00	695,939.00	24,292.30	50,001.21	645,937.79	7.18%
16 - SENIOR CITIZEN CENTER	60,850.00	60,850.00	3,896.19	6,792.08	54,057.92	11.16%
17 - LIBRARY	560,637.00	560,637.00	41,747.28	91,412.20	469,224.80	16.31%
18 - COMMUNICATIONS	19,900.00	19,900.00	630.55	630.55	19,269.45	3.17%
20 - PUBLIC WORKS	2,087,877.00	2,087,877.00	145,880.28	250,417.64	1,837,459.36	11.99%
90 - NON DEPARTMENTAL	1,483,723.00	1,483,723.00	29,396.19	370,231.52	1,113,491.48	24.95%
Expense Total:	14,291,059.00	14,291,059.00	978,829.58	2,390,698.05	11,900,360.95	16.73%
Fund: 01 - GENERAL FUND Surplus (Deficit):	-552,305.00	-552,305.00	-274,080.62	-1,392,296.21	-839,991.21	252.09%
Fund: 02 - GENERAL DEBT SERVICE FUND						
Revenue						
00 - REVENUE	2,946,276.00	2,946,276.00	198,199.53	232,759.59	-2,713,516.41	7.90%
Revenue Total:	2,946,276.00	2,946,276.00	198,199.53	232,759.59	-2,713,516.41	7.90%
Expense						
21 - DEBT SERVICE	2,732,972.00	2,732,972.00	0.00	0.00	2,732,972.00	0.00%
Expense Total:	2,732,972.00	2,732,972.00	0.00	0.00	2,732,972.00	0.00%
Fund: 02 - GENERAL DEBT SERVICE FUND Surplus (Deficit):	213,304.00	213,304.00	198,199.53	232,759.59	19,455.59	109.12%
Fund: 04 - CAPITAL PROJECTS FUND						
Revenue						
00 - REVENUE	127,950.00	127,950.00	15,174.75	30,131.55	-97,818.45	23.55%
Revenue Total:	127,950.00	127,950.00	15,174.75	30,131.55	-97,818.45	23.55%
Expense						
00 - REVENUE	104,475.00	104,475.00	0.00	0.00	104,475.00	0.00%
Expense Total:	104,475.00	104,475.00	0.00	0.00	104,475.00	0.00%
Fund: 04 - CAPITAL PROJECTS FUND Surplus (Deficit):	23,475.00	23,475.00	15,174.75	30,131.55	6,656.55	128.36%
Fund: 05 - CAPITAL REPLACEMENT FUND						
Revenue						
00 - REVENUE	154,200.00	154,200.00	11,986.85	23,935.51	-130,264.49	15.52%
Revenue Total:	154,200.00	154,200.00	11,986.85	23,935.51	-130,264.49	15.52%
Expense						
30 - VEHICLE/COMPUTER REPLACEMENT	4,650.00	4,650.00	270.00	660.00	3,990.00	14.19%
Expense Total:	4,650.00	4,650.00	270.00	660.00	3,990.00	14.19%
Fund: 05 - CAPITAL REPLACEMENT FUND Surplus (Deficit):	149,550.00	149,550.00	11,716.85	23,275.51	-126,274.49	15.56%
Fund: 07 - STORMWATER UTILITY FUND						
Revenue						
00 - REVENUE	345,200.00	345,200.00	1,339.86	26,068.34	-319,131.66	7.55%

Budget Report for Short Fiscals

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Department;Progra...		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue Total:		345,200.00	345,200.00	1,339.86	26,068.34	-319,131.66	7.55%
Expense							
35 - STORMWATER UTILITY FEE		389,872.00	389,872.00	20,339.33	40,678.66	349,193.34	10.43%
Expense Total:		389,872.00	389,872.00	20,339.33	40,678.66	349,193.34	10.43%
Fund: 07 - STORMWATER UTILITY FUND Surplus (Deficit):		-44,672.00	-44,672.00	-18,999.47	-14,610.32	30,061.68	32.71%
Fund: 10 - WATER/SEWER FUND							
Revenue							
00 - REVENUE		19,004,691.00	19,004,691.00	47,359.59	648,987.11	-18,355,703.89	3.41%
Revenue Total:		19,004,691.00	19,004,691.00	47,359.59	648,987.11	-18,355,703.89	3.41%
Expense							
36 - WATER/SEWER		17,981,739.00	17,981,739.00	236,601.81	879,603.48	17,102,135.52	4.89%
90 - NON DEPARTMENTAL		889,139.00	889,139.00	70,856.08	164,506.60	724,632.40	18.50%
Expense Total:		18,870,878.00	18,870,878.00	307,457.89	1,044,110.08	17,826,767.92	5.53%
Fund: 10 - WATER/SEWER FUND Surplus (Deficit):		133,813.00	133,813.00	-260,098.30	-395,122.97	-528,935.97	-295.28%
Fund: 12 - COURT SECURITY FUND							
Revenue							
00 - REVENUE		0.00	0.00	467.82	1,122.95	1,122.95	0.00%
Revenue Total:		0.00	0.00	467.82	1,122.95	1,122.95	0.00%
Expense							
00 - REVENUE		18,146.00	18,146.00	0.00	0.00	18,146.00	0.00%
Expense Total:		18,146.00	18,146.00	0.00	0.00	18,146.00	0.00%
Fund: 12 - COURT SECURITY FUND Surplus (Deficit):		-18,146.00	-18,146.00	467.82	1,122.95	19,268.95	-6.19%
Fund: 13 - CAPITAL BOND FUND							
Revenue							
00 - REVENUE		356,600.00	356,600.00	27,470.01	60,829.72	-295,770.28	17.06%
Revenue Total:		356,600.00	356,600.00	27,470.01	60,829.72	-295,770.28	17.06%
Expense							
11 - CAPITAL PROJ-FIRE STATION		5,089,549.00	5,089,549.00	732,976.52	1,848,486.61	3,241,062.39	36.32%
46 - 3 CTY ROAD/CIP 2008 & PRIOR		900,000.00	900,000.00	0.00	0.00	900,000.00	0.00%
51 - SONORA PARK		2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	0.00%
Expense Total:		7,989,549.00	7,989,549.00	732,976.52	1,848,486.61	6,141,062.39	23.14%
Fund: 13 - CAPITAL BOND FUND Surplus (Deficit):		-7,632,949.00	-7,632,949.00	-705,506.51	-1,787,656.89	5,845,292.11	23.42%
Fund: 14 - PARK DEDICATION FUND							
Revenue							
00 - REVENUE		16,000.00	16,000.00	448.35	962.00	-15,038.00	6.01%
Revenue Total:		16,000.00	16,000.00	448.35	962.00	-15,038.00	6.01%
Expense							
51 - SONORA PARK		160,000.00	160,000.00	0.00	0.00	160,000.00	0.00%
Expense Total:		160,000.00	160,000.00	0.00	0.00	160,000.00	0.00%
Fund: 14 - PARK DEDICATION FUND Surplus (Deficit):		-144,000.00	-144,000.00	448.35	962.00	144,962.00	-0.67%
Fund: 15 - EDC4B FUND							
Revenue							
00 - REVENUE		1,438,223.00	1,438,223.00	32,922.02	78,493.66	-1,359,729.34	5.46%
Revenue Total:		1,438,223.00	1,438,223.00	32,922.02	78,493.66	-1,359,729.34	5.46%
Expense							
06 - ADMINISTRATION		1,210,257.00	1,210,257.00	68,097.42	328,279.92	881,977.08	27.12%
53 - TOWN SHOPPING CENTER		1,025,765.00	1,025,765.00	72,838.46	99,159.87	926,605.13	9.67%
Expense Total:		2,236,022.00	2,236,022.00	140,935.88	427,439.79	1,808,582.21	19.12%
Fund: 15 - EDC4B FUND Surplus (Deficit):		-797,799.00	-797,799.00	-108,013.86	-348,946.13	448,852.87	43.74%
Fund: 16 - COURT TECHNOLOGY FUND							
Revenue							
00 - REVENUE		0.00	0.00	382.89	917.85	917.85	0.00%

Budget Report for Short Fiscals

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Department;Progra...		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
	Revenue Total:	0.00	0.00	382.89	917.85	917.85	0.00%
Expense							
00 - REVENUE		13,202.00	13,202.00	0.00	0.00	13,202.00	0.00%
	Expense Total:	13,202.00	13,202.00	0.00	0.00	13,202.00	0.00%
	Fund: 16 - COURT TECHNOLOGY FUND Surplus (Deficit):	-13,202.00	-13,202.00	382.89	917.85	14,119.85	-6.95%
Fund: 18 - LOCAL YOUTH DIVERSION FUND							
Revenue							
00 - REVENUE		550.00	550.00	16.93	36.32	-513.68	6.60%
	Revenue Total:	550.00	550.00	16.93	36.32	-513.68	6.60%
Expense							
56 - LOCAL YOUTH DIVERSION		10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
	Expense Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
	Fund: 18 - LOCAL YOUTH DIVERSION FUND Surplus (Deficit):	-9,450.00	-9,450.00	16.93	36.32	9,486.32	-0.38%
Fund: 19 - MUNICIPAL COURT BUILDING SECURITY&TECHNOLOGY ...							
Revenue							
00 - REVENUE		16,825.00	16,825.00	0.00	0.00	-16,825.00	0.00%
	Revenue Total:	16,825.00	16,825.00	0.00	0.00	-16,825.00	0.00%
Expense							
04 - MUNICIPAL COURT		10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
	Expense Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
	Fund: 19 - MUNICIPAL COURT BUILDING SECURITY&TECHNOLOGY ...	6,825.00	6,825.00	0.00	0.00	-6,825.00	0.00%
Fund: 21 - TIF #1 (NEW HOPE) FUND							
Revenue							
00 - REVENUE		297,715.00	297,715.00	1,374.29	2,797.87	-294,917.13	0.94%
	Revenue Total:	297,715.00	297,715.00	1,374.29	2,797.87	-294,917.13	0.94%
Expense							
06 - ADMINISTRATION		150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
	Expense Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
	Fund: 21 - TIF #1 (NEW HOPE) FUND Surplus (Deficit):	147,715.00	147,715.00	1,374.29	2,797.87	-144,917.13	1.89%
Fund: 30 - HOTEL/MOTEL TAX FUND							
Revenue							
00 - REVENUE		29,750.00	29,750.00	161.43	342.57	-29,407.43	1.15%
	Revenue Total:	29,750.00	29,750.00	161.43	342.57	-29,407.43	1.15%
Expense							
06 - ADMINISTRATION		20,000.00	20,000.00	0.00	0.00	20,000.00	0.00%
	Expense Total:	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00%
	Fund: 30 - HOTEL/MOTEL TAX FUND Surplus (Deficit):	9,750.00	9,750.00	161.43	342.57	-9,407.43	3.51%
Fund: 31 - POLICE SEIZURE FUND							
Revenue							
00 - REVENUE		9,150.00	9,150.00	7.73	15.18	-9,134.82	0.17%
	Revenue Total:	9,150.00	9,150.00	7.73	15.18	-9,134.82	0.17%
Expense							
06 - ADMINISTRATION		32,000.00	32,000.00	0.00	0.00	32,000.00	0.00%
	Expense Total:	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00%
	Fund: 31 - POLICE SEIZURE FUND Surplus (Deficit):	-22,850.00	-22,850.00	7.73	15.18	22,865.18	-0.07%
Fund: 32 - LIBRARY BUILDING FUND							
Revenue							
00 - REVENUE		241.00	241.00	36.71	38.64	-202.36	16.03%
	Revenue Total:	241.00	241.00	36.71	38.64	-202.36	16.03%
	Fund: 32 - LIBRARY BUILDING FUND Total:	241.00	241.00	36.71	38.64	-202.36	16.03%

Budget Report for Short Fiscals

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 34 - LEOSE FUND						
Revenue						
00 - REVENUE	3,790.00	3,790.00	3.14	6.74	-3,783.26	0.18%
Revenue Total:	3,790.00	3,790.00	3.14	6.74	-3,783.26	0.18%
Expense						
09 - POLICE	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00%
Expense Total:	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00%
Fund: 34 - LEOSE FUND Surplus (Deficit):	-1,710.00	-1,710.00	3.14	6.74	1,716.74	-0.39%
Fund: 35 - DISASTER RECOVERY FUND						
Revenue						
00 - REVENUE	1,295,000.00	1,295,000.00	596.92	1,713.41	-1,293,286.59	0.13%
Revenue Total:	1,295,000.00	1,295,000.00	596.92	1,713.41	-1,293,286.59	0.13%
Expense						
06 - ADMINISTRATION	1,250,000.00	1,250,000.00	86,582.25	87,444.75	1,162,555.25	7.00%
Expense Total:	1,250,000.00	1,250,000.00	86,582.25	87,444.75	1,162,555.25	7.00%
Fund: 35 - DISASTER RECOVERY FUND Surplus (Deficit):	45,000.00	45,000.00	-85,985.33	-85,731.34	-130,731.34	-190.51%
Fund: 40 - GRANT FUND						
Expense						
10 - FIRE	0.00	0.00	0.00	237.97	-237.97	0.00%
17 - LIBRARY	0.00	0.00	155.19	155.19	-155.19	0.00%
Expense Total:	0.00	0.00	155.19	393.16	-393.16	0.00%
Fund: 40 - GRANT FUND Total:	0.00	0.00	155.19	393.16	-393.16	0.00%
Fund: 41 - PARK REC/OTHER DONATION FUND						
Revenue						
00 - REVENUE	2,550.00	2,550.00	42.66	91.46	-2,458.54	3.59%
Revenue Total:	2,550.00	2,550.00	42.66	91.46	-2,458.54	3.59%
Expense						
09 - POLICE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00%
63 - BARK AT THE PARK	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00%
Expense Total:	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00%
Fund: 41 - PARK REC/OTHER DONATION FUND Surplus (Deficit):	-6,950.00	-6,950.00	42.66	91.46	7,041.46	-1.32%
Fund: 45 - ROADWAY IMPACT FEE FUND						
Revenue						
00 - REVENUE	34,000.00	34,000.00	50,370.58	52,099.17	18,099.17	153.23%
Revenue Total:	34,000.00	34,000.00	50,370.58	52,099.17	18,099.17	153.23%
Expense						
71 - IMPACT FEE	157,525.00	357,525.00	8,960.27	17,920.54	339,604.46	5.01%
Expense Total:	157,525.00	357,525.00	8,960.27	17,920.54	339,604.46	5.01%
Fund: 45 - ROADWAY IMPACT FEE FUND Surplus (Deficit):	-123,525.00	-323,525.00	41,410.31	34,178.63	357,703.63	-10.56%
Fund: 61 - WATER IMPACT FUND						
Revenue						
00 - REVENUE	19,000.00	19,000.00	157.62	3,397.34	-15,602.66	17.88%
Revenue Total:	19,000.00	19,000.00	157.62	3,397.34	-15,602.66	17.88%
Expense						
00 - REVENUE	30,000.00	30,000.00	2,500.00	5,000.00	25,000.00	16.67%
Expense Total:	30,000.00	30,000.00	2,500.00	5,000.00	25,000.00	16.67%
Fund: 61 - WATER IMPACT FUND Surplus (Deficit):	-11,000.00	-11,000.00	-2,342.38	-1,602.66	9,397.34	14.57%
Fund: 62 - SEWER IMPACT FUND						
Revenue						
00 - REVENUE	20,000.00	20,000.00	97.74	219.20	-19,780.80	1.10%
Revenue Total:	20,000.00	20,000.00	97.74	219.20	-19,780.80	1.10%

Budget Report for Short Fiscals

For Fiscal: 2025-2026 Period Ending: 11/30/2025

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
00 - REVENUE	60,000.00	60,000.00	5,000.00	10,000.00	50,000.00	16.67%
Expense Total:	60,000.00	60,000.00	5,000.00	10,000.00	50,000.00	16.67%
Fund: 62 - SEWER IMPACT FUND Surplus (Deficit):	-40,000.00	-40,000.00	-4,902.26	-9,780.80	30,219.20	24.45%
Fund: 83 - TREE REFORESTATION FUND						
Revenue						
00 - REVENUE	4,500.00	4,500.00	143.79	308.54	-4,191.46	6.86%
Revenue Total:	4,500.00	4,500.00	143.79	308.54	-4,191.46	6.86%
Fund: 83 - TREE REFORESTATION FUND Total:	4,500.00	4,500.00	143.79	308.54	-4,191.46	6.86%
Fund: 95 - EDC4B BOND RESERVE FUND						
Revenue						
00 - REVENUE	6,500.00	6,500.00	239.13	513.10	-5,986.90	7.89%
Revenue Total:	6,500.00	6,500.00	239.13	513.10	-5,986.90	7.89%
Fund: 95 - EDC4B BOND RESERVE FUND Total:	6,500.00	6,500.00	239.13	513.10	-5,986.90	7.89%
Report Surplus (Deficit):	-8,677,885.00	-8,877,885.00	-1,190,257.61	-3,708,641.98	5,169,243.02	41.77%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-552,305.00	-552,305.00	-274,080.62	-1,392,296.21	-839,991.21
02 - GENERAL DEBT SERVICE FUND	213,304.00	213,304.00	198,199.53	232,759.59	19,455.59
04 - CAPITAL PROJECTS FUND	23,475.00	23,475.00	15,174.75	30,131.55	6,656.55
05 - CAPITAL REPLACEMENT FUND	149,550.00	149,550.00	11,716.85	23,275.51	-126,274.49
07 - STORMWATER UTILITY FUND	-44,672.00	-44,672.00	-18,999.47	-14,610.32	30,061.68
10 - WATER/SEWER FUND	133,813.00	133,813.00	-260,098.30	-395,122.97	-528,935.97
12 - COURT SECURITY FUND	-18,146.00	-18,146.00	467.82	1,122.95	19,268.95
13 - CAPITAL BOND FUND	-7,632,949.00	-7,632,949.00	-705,506.51	-1,787,656.89	5,845,292.11
14 - PARK DEDICATION FUND	-144,000.00	-144,000.00	448.35	962.00	144,962.00
15 - EDC4B FUND	-797,799.00	-797,799.00	-108,013.86	-348,946.13	448,852.87
16 - COURT TECHNOLOGY FUND	-13,202.00	-13,202.00	382.89	917.85	14,119.85
18 - LOCAL YOUTH DIVERSION FUND	-9,450.00	-9,450.00	16.93	36.32	9,486.32
19 - MUNICIPAL COURT BUILDING	6,825.00	6,825.00	0.00	0.00	-6,825.00
21 - TIF #1 (NEW HOPE) FUND	147,715.00	147,715.00	1,374.29	2,797.87	-144,917.13
30 - HOTEL/MOTEL TAX FUND	9,750.00	9,750.00	161.43	342.57	-9,407.43
31 - POLICE SEIZURE FUND	-22,850.00	-22,850.00	7.73	15.18	22,865.18
32 - LIBRARY BUILDING FUND	241.00	241.00	36.71	38.64	-202.36
34 - LEOSE FUND	-1,710.00	-1,710.00	3.14	6.74	1,716.74
35 - DISASTER RECOVERY FUND	45,000.00	45,000.00	-85,985.33	-85,731.34	-130,731.34
40 - GRANT FUND	0.00	0.00	-155.19	-393.16	-393.16
41 - PARK REC/OTHER DONATION	-6,950.00	-6,950.00	42.66	91.46	7,041.46
45 - ROADWAY IMPACT FEE FUND	-123,525.00	-323,525.00	41,410.31	34,178.63	357,703.63
61 - WATER IMPACT FUND	-11,000.00	-11,000.00	-2,342.38	-1,602.66	9,397.34
62 - SEWER IMPACT FUND	-40,000.00	-40,000.00	-4,902.26	-9,780.80	30,219.20
83 - TREE REFORESTATION FUND	4,500.00	4,500.00	143.79	308.54	-4,191.46
95 - EDC4B BOND RESERVE FUND	6,500.00	6,500.00	239.13	513.10	-5,986.90
Report Surplus (Deficit):	-8,677,885.00	-8,877,885.00	-1,190,257.61	-3,708,641.98	5,169,243.02



**CITY OF KENNEDALE
FISCAL YEAR TO DATE SUMMARY BY FUND
THROUGH OCTOBER 31, 2025**

Fund	**Beginning Balance as of 10/1/2025	FYTD Fiscal Activity	Ending Balance	Average Daily Annual Exp	Days of Fund Balance	Reserve %
01 - GENERAL FUND*	5,248,475	(1,120,053)	4,128,422	39,153.59	105.44	29%
02 - GENERAL DEBT SERVICE FUND	1,193,169	34,021	1,227,190			
04 - CAPITAL PROJECTS FUND	287,152	14,811	301,962			
05 - CAPITAL REPLACEMENT FUND	(42,165)	11,559	(30,606)			
07 - STORMWATER UTILITY FUND*	874,176	(19,187)	854,989	1,068.14	800.44	
10 - WATER/SEWER FUND*	19,027,655	(693,729)	18,333,926	51,187.27	358.17	98%
12 - COURT SECURITY FUND	19,767	646	20,413			
13 - CAPITAL BOND FUND	17,438,940	(1,090,460)	16,348,480			
14 - PARK DEDICATION FUND	280,168	386	280,553			
15 - EDC4B FUND*	2,508,296	(242,107)	2,266,189	6,126.09	369.92	101%
16 - COURT TECHNOLOGY FUND	16,655	527	17,182			
18 - LOCAL YOUTH DIVERSION FU	10,191	15	10,206			
19 - COURT BUILDING SECURITY & TECH	-	-	-			
21 - TIF #1 (NEW HOPE) FUND	249,818	1,277	251,095			
30 - HOTEL/MOTEL TAX FUND	97,173	136	97,309			
31 - POLICE SEIZURE FUND	3,918	6	3,924			
32 - LIBRARY BUILDING FUND	(816)	1	(814)			
34 - LEOSE FUND	1,889	3	1,892			
35 - DISASTER RECOVERY FUND	(1,565,597)	(24)	(1,565,621)			
40 - GRANT FUND	(183,152)	-	(183,152)			
41 - PARK REC/OTHER DONATION	5,840	37	5,877			
45 - ROADWAY IMPACT FEE FUND	357,888	(7,330)	350,559			
61 - WATER IMPACT FUND	95,571	694	96,266			
62 - SEWER IMPACT FUND	66,326	(4,909)	61,417			
83 - TREE REFORESTATION FUND	86,555	124	86,678			
85 - UNCLAIMED PROPERTY FUND	334	-	334			
95 - EDC4B BOND RESERVE FUND	143,938	206	144,143			
Report Surplus (Deficit):	46,222,164	(3,113,351)	43,108,813			

**Unaudited

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.3.a.

SUBJECT

Capital Project Funding Allocations

ORIGINATED BY

Jonathan Horton, Finance Director

SUMMARY

The following changes have been made since this allocation was last presented:

- Swiney Hiatt is complete. Final cost is \$250,000. Original budget was \$600,000.
- New Hope has been moved to the 2024 Bond.
 - TDB Infrastructure in the 2024 Bond has been reduced accordingly.
- Eden is now split between the 2023 and 2024 Bonds.
- Cost allocations for T3 and T4 have increased in the 2023 Bond. This to supplement available ARPA funding.
- Capital Projects funded outside of bonds have been added.

Attached to this document you'll find the previous presentation, a slide showing changes, a slide with the current allocation by funding source, and a slide with the current allocation by project.

RECOMMENDATION

No Action Required

ATTACHMENTS

1.	Capital Bond Project Identification 12-3-2025	Capital Bond Project Identification 12-3-2025 .pdf
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2023 Bond	17,996,021.00	2024 Bond (Parks)	3,000,000.00	2024 Bond	11,000,000.00	ARPA	1,900,000.00
Fund 10	15,396,021.00			PS Remodel	8,379,097.00	T4 Storage	900,000.00
Sewer	14,000,000.00			S/H Rebuild	600,000.00	T3 Renovation	<u>1,000,000.00</u>
CBDG	300,000.00			TBD Infastructure	<u>2,020,903.00</u>		<u>1,900,000.00</u>
Hillside SS	<u>1,100,000.00</u>				11,000,000.00		
	15,400,000.00						
Fund 13	2,400,000.00						
Eden Rd	900,000.00						
New Hope	900,000.00						
S/H Rebuild	-						
T4 Cost Overrun	<u>600,000.00</u>						
	2,400,000.00						

2023 Bond	17,996,021	2024 Bond (Parks)	3,000,000	2024 Bond	11,000,000	ARPA	1,900,000	Other-FY26 Budget Shown	
Fund 10	15,396,021			PS Remodel	8,379,097	T4 Storage	900,000	W/S	340,000 Water Line Installation
Sewer	14,000,000			S/H Rebuild	250,000	T3 Renovation	<u>1,000,000</u>	GF	350,000 Street Repair
CBDG	300,000			Eden Road	350,000		1,900,000	Rdw Imct	200,000 Hilltop Overlay
Hillside SS	<u>1,100,000</u>			New Hope	900,000				
	15,400,000			TBD Infastructure	<u>1,120,903</u>				
					11,000,000				
Fund 13	2,400,000								
Eden Rd	550,000								
New Hope	-								
T3 Renovation	900,000								
T4 Storage	<u>950,000</u>								
	2,400,000								

Shows Changes

2023 Bond	17,996,021	2024 Bond (Parks)	3,000,000	2024 Bond	11,000,000	ARPA	1,900,000	Other-FY26 Budget Shown	
Fund 10	15,396,021			PS Remodel	8,379,097	T4 Storage	900,000	W/S	340,000 Water Line Installation
Sewer	14,000,000			S/H Rebuild	250,000	T3 Renovation	<u>1,000,000</u>	GF	350,000 Street Repair
CBDG	300,000			Eden Road	350,000		1,900,000	Rdw Imct	200,000 Hilltop Overlay
Hillside SS	<u>1,100,000</u>			New Hope	900,000				
	15,400,000			TBD Infrastructure	<u>1,120,903</u>				
					11,000,000				
Fund 13	2,400,000								
Eden Rd	550,000								
T3 Renovation	900,000								
T4 Storage	<u>950,000</u>								
	2,400,000								

Project	Amount
Sewer	14,000,000
PS Remodel	8,379,097
T3 Renovation	1,900,000
T4 Storage	1,850,000
TBD Infastructure	1,120,903
Hillside SS	1,100,000
Eden Rd	900,000
New Hope	900,000
Street Repair	350,000
Water Line Installation	340,000
CBDG	300,000
S/H Rebuild	250,000
Hilltop Overlay	200,000
	31,590,000

Current Allocation by Project

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT
November 18, 2025 City Council Minutes

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	November 18, 2024, City Council Regular Meeting Minutes	November 18, 2024, City Council Regular Meeting Minutes.doc
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | NOVEMBER 18, 2025 AT 5:30 PM
CITY COUNCIL CHAMBERS | 405 MUNICIPAL DR, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Brad Horton called the meeting to order at 5:31pm.

A. ROLL CALL

Mayor Brad Horton- Present
Council Member Place 1- David Glover- Present
Council Member Place 2- Thelma Kobeck- Present
Mayor Pro Tem/Place 3- Kenneth Michels- Present
Council Member Place 4- VACANT
Council Member Place 5- Jeff Nevarez- Present

All Council members were present constituting a quorum.

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

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

Place 5 Nevarez offered the invocation, followed by Pledges to the American and Texas Flags led by Mayor Pro Tem Michels.

II. PRESENTATIONS

Mayor Horton read a Proclamation designating November as Native American Heritage Month.

II. PUBLIC COMMENT

1. Sayeda Syed spoke to endorse herself in the TAD Elections
2. Sara Johnson spoke in regards to a Turkey giveaway for the Seniors Citizens. She also spoke of a fundraising event for the Kennedale Community Pantry. They are collecting blankets, coats, hams and turkeys on Thursday evening at Chilis.

IV. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

1. Updates from the City of Kennedale Mayor and City Council.

Place 5 Council Member Nevarez wanted to remind people that this is "No

Shave November” to bring awareness of prostate cancer. If you are at risk, please get yourself checked. Also, please consider donating to a cancer organization who supports that.

Mayor ProTem Michels stated that he had attended the TML conference as well as the EDC conference.

Place 2 Council Member Kobeck wanted to give a shout out to the Kennedale Police Department for their quick responses. Also, she wanted to remind everyone that the Red Kettle Challenge will be held on December 13th for the Salvation Army.

Place 1 Council Member Glover attended the Rotary meeting. KHS Student Advisory Council was presenting on the Toy Drive they’re hosting. If you are able to contribute, please do so. He also went to the community Thanksgiving Food Drive concert as well as gave the Community Food Drive update.

2. Updates from the City of Kennedale City Manager.
City Manager Hull introduced the new Community Development Director Mr. Edward McCoy.

Kristin Sugrim, Public Works Director gave a presentation regarding the updates on the infrastructure on the roads and our water projects. The T4 ground storage project is now fully completed and will have its final inspection soon. The T3 elevated storage tank that was started in 2019, has failed inspection. There was an evaluation in 2021 with recommendations for improved water quality. Right now the cathodic protection has failed. and we are having water quality issues for this reason. We are hopeful to have construction corrected and completed by December 2026.

In regard to the CDBG project regarding North Road, The AC pipeline was upgraded from 6’ to 8’ inches PVC and is now completed. Also the Swiney Hyatt Road project is completed. We are currently constructing the South New Hope Road from the railroad track to Hudson Village Creek, with an anticipated completion date of January 2026, weather permitting. We are working on overlaying the concrete streets in the city. We will be working on some base repair and milling and then comeback with the 2 inches of asphalt overlay. Several streets are failing and are in need of repair.

Also, the Briar Court Hillside Sewer project has completed The design phase with hopes to have it advertised, awarded and begin construction early January or February. This project has also been in the works since 2018/2019.

Another big project upcoming is under design and it is nearly 2 miles of upgrades to the sanitary sewer project they are all under sized. They will

go from 15" to 24" starting from the racetrack all the way to 820. Construction of this will begin in 2027.

The Valley Lane stabilization project have been completed the design and we have been awarded the funding from FEMA. This project should begin in May 2026.

Council Member Glover asked regarding the Valley Lane stabilization, if FEMA had approved this project as of yet. Kristin answered that it was approved as far as he understands. Once it is approved on the local level, it would need to go to Washington for review since it was over a million dollars.

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

GENERAL FUND (01)

- ◇ Property tax revenues received year-to-date \$77,226; 1.3% of total budget; prior year receipts through October were 2.7% of budget
- ◇ Sales tax revenues received year-to-date \$720; 0.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◇ General Fund expenditures year-to-date \$1,411,436; 10.0% of total budget
- ◇ Fund Balance year-to-date is \$3,498,243; 89.35 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◇ *Water service sales year-to-date \$0; 0.0% of budget
- ◇ *Sewer service sales year-to-date \$0; 0.0% of budget
- ◇ Utility Billing and Operations expenditures year-to-date \$646,390; 12.2% of total budget

STORMWATER FUND (07)

- ◇ *Drainage fees year-to-date \$0; 0% of budget
- ◇ Stormwater Fund expenditures year-to-date \$20,339, 5.2% of total budget

EDC FUND (15)

- ◇ Sales tax revenues received year-to-date \$237; 0.2% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◇ *Rental fees for the Shopping Center year-to-date \$0; 0% of budget
- ◇ EDC Operations expenditures year-to-date \$260,183; 21.5% of budget
- ◇ *EDC Town Shopping Center expenditures year-to-date \$21,229; 2.1% of budget *Indicates October activity was not available at time of publish

City Manager Hull wanted to remind everyone that Hometown Christmas is coming up on November 29th from 2:00-7:00p.m. The event will feature Santa and Mrs. Claus as well as fireworks display at 6:00pm. Please help spread the word so that we are being sensitive to those who may be affected by the fireworks such as veterans or dogs. We have done lots of publicity so hopefully everyone knows.

CONSENT AGENDA

Council Member Kobeck requested to pull items two and three from the consent agenda for individual consideration.

1. October 22, 2024, City Council Minutes.

Mayor ProTem Michels made a motion to approve the consent agenda item #1

Council Member Glover 2nd the motion

No opposition, No Abstention

The motion ***passed*** 4-0 unanimously

2. **PZ CASE #25-16** To consider a replat of the properties located at 121 E Kennedale Pkwy, Parcel 42549785, Hammack Creek, BLOCK 1, LOT 2; 129 E Kennedale Pkwy, Parcel 42549840, Hammack Creek BLOCK 1, LOT 3; 109 E Kennedale Pkwy, Parcel 04105273, Renfro, Jesse B Survey Abstract 1260 Tract 3G01; 109 E Kennedale Pkwy, Parcel 04105303, Renfro, Jesse B Survey Abstract 1260 Tract 3G02A; 111 E Kennedale Pkwy, Parcel 04105397, Renfro, Jesse B Survey Abstract 1260 Tract 3G09; 113 E Kennedale Pkwy, Parcel 04105362, Renfro, Jesse B Survey Abstract 1260 Tract 3G06; 125 E Kennedale Pkwy, Parcel 42549793, Hammack Creek BLOCK 2, LOT 2; 131 E Kennedale Pkwy, Parcel 42549858, Hammack Creek BLOCK 2, LOT 3; 133 E Kennedale Pkwy, Parcel 04105206, Renfro, Jesse B Survey Abstract 1260 Tract 3E01; 406 Crestview Dr, Parcel 42549823, Hammack Creek BLOCK 1, LOT 1; 410 Crestview Dr., Parcel 42549831, Hammack Creek BLOCK 2, LOT 1; 220 Kennedale Sublett, Parcel 42549866, Hammack Creek BLOCK 1, LOT 4; 224 Kennedale Sublett, Parcel 42549874, Hammack Creek BLOCK 2, LOT 4 of the City of Kennedale, Tarrant County, Texas 76060.

Council Member Kobeck stated that the reason she wanted these two items to be considered individually was for transparency. City Manager Hull stated that Auto Zone has purchased a portion of the land surrounding the building. The owner of the property wanted this to be all one parcel.

Council Member Nevarez made a motion to approve PZ Case #25-16

Council Member Kobeck 2nd the motion

No opposition, No Abstention

The motion ***passed*** 4-0 unanimously

3. Development Agreement for 439 Mansfield Cardinal.
City Manager Hull explained the Development agreement was based off the UDC and was approved about for a year and a half ago. The UDC requires a development agreement to be accepted and moved forward. These are for 26 townhomes next to the apartments.

Council Member Glover made a motion to approve the Development Agreement for 439 Mansfield Cardinal.
Mayor ProTem Michels 2nd the motion
No opposition, No Abstention
The motion **passed** 4-0 unanimously

D. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Animal Control Services for the City of Everman. Craig Spencer gave a presentation regarding the Animal Control Services Contract and what that would look like for the City of Kennedale. The proposal outlines Regionalized partnerships, Shared Resources, Reduced Cost, Reduced Duplication and Improved Services.

Council Member Nevarez made a motion to approve the Animal Control Services with the City of Everman
Mayor ProTem Michels 2nd the motion
No opposition, No Abstention
The motion **passed** 4-0 unanimously

2. Resolution #R640 Tarrant Appraisal District 2026 Board of Directors

Council Member Nevarez questioned City Attorney Adkins as to why we only have 3 votes this year instead of the 5 votes we had last year. City Attorney stated that he could not answer that question.
Council Member Nevarez suggested giving two votes to Eric Creile and one vote to Wendy Burgess. Council member Kobeck suggested giving all three votes to Mike Alfred. Council member Glover stated that he would like to give Wendy Burgess a vote.

Council Member Nevarez made a motion to give one vote to Eric Crile, one vote to Wendy Burgess and one vote to Mike Alfred.
Council Member Kobeck 2nd the motion
No opposition, No Abstention
The motion **passed** 4-0 unanimously

3. M & R Quality Janitorial Services

City Manager Hull stated that the current contract expired. The new contract is for 5 years.

Council Member Kobeck made a motion to approve the M & R Quality Janitorial Services contract
City Attorney suggested that the motion be amended to authorize the City Manager to Execute the contract.
Council Member Kobeck amended her motion
Mayor ProTem Michels 2nd the motion
No opposition, No Abstention
The motion **passed** 4-0 unanimously

V. EXECUTIVE SESSION

Council Member Glover made a motion to adjourn into Executive Session
Council Member Kobeck 2nd the motion
No opposition, No Abstention
The motion **passed** 4-0 unanimously

The City Council adjourned into Executive Session at 6:29pm.

1. **PURSUANT TO SECTION 551.0171** - consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.
2. **PURSUANT TO SECTION 551.074** - Personnel Matters, certain deliberations about officers and employees of the governmental body to be held in executive session.

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

The City Council adjourned Executive Session and came back into regular session at 7:38pm.

With no further business the Mayor Horton called for a motion to Adjourn

Council Member Glover made a motion to adjourn
Council Member Kobeck 2nd the motion

VII. ADJOURNMENT Meeting adjourned at 7:38 p.m.

Barbara Dahl,
CITY SECRETARY

CERTIFICATION: I DO HEREBY CERTIFY THAT THE NOVEMBER 19, 2024 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR SIGN INTERPRETER SERVICES MUST BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING BY CALLING 817-985-2104 OR (TTY) 1-800-735-2989.

A QUORUM OF THE KENNEDALE EDC, THE KENNEDALE PLANNING AND ZONING COMMISSION, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT
Interlocal Agreement with the Fort Worth Transportation Authority 2026 Trinity Metro

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	TCTS ILA Kennedale 2026	TCTS ILA Kennedale 2026.doc
2.	TCTS Kennedale Ridership FY2025	TCTS Kennedale Ridership FY2025.xlsx

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF KENNEDALE, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Kennedale, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Kennedale desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Kennedale is contributing a total of \$1,288.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from January 1, 2026 through December 31, 2026; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Kennedale action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Kennedale will be allocated one day (Tuesday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Kennedale residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services from January 1, 2026 through December 31, 2026.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Kennedale will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from January 1, 2026 through December 31, 2026.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Kennedale.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin January 1, 2026 and end December 31, 2026.
9. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF KENNEDALE, TEXAS FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Mayor

By: _____
Richard Andreski
President & CEO

ATTEST:

APPROVED AS TO FORM:

City Attorney
City of Kennedale, Texas

**Tarrant County Transportation Service
City of Kennedale
October 2024 - Oct 2025**

	<u>Month</u>	<u>Trips</u>	<u>Cost</u>
FY2025	Oct 2024	31	\$1,446.77
	Nov	32	\$1,493.44
	Dec	36	\$1,680.12
	Jan 2025	35	\$1,633.45
	Feb	23	\$1,073.41
	Mar	18	\$840.06
	Apr	36	\$1,680.12
	May	28	\$1,306.76
	June	27	\$1,260.09
	July	20	\$933.40
	Aug	12	\$560.04
	Sept	18	\$840.06
	Total	316	\$14,747.72
FY2026	Oct 2025	14	\$674.10

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT

ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.A.

SUBJECT

PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from “MF – MULTI-FAMILY” to a “PD – PLANNED DEVELOPMENT” for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY

SUMMARY

This zoning change request was heard by the Planning and Zoning Commission on July 25, 2024 where a recommendation to approve the request was sent to City Council. Subsequently, on November 19, 2024, Kennedale City Council held a public hearing in which many of the residents voiced their opposition to the rezone request. The motion to approve the zoning change request failed by a 3-2 vote.

After waiting the required year, the applicant returned on November 20, 2025 with the same zoning change request. The Planning and Zoning Commission voted unanimously to recommend approval of the rezone request with the condition that the applicant maintain an open line of communication with the surrounding parcel owners. The applicant will be giving a presentation detailing the changes that have been made since the case was presented in July 2024. Below is former Community Development Director Nathan's Gonzalez's summary and recommendation:

CURRENT STATUS OF PROPERTY

The subject property is approximately 10.27 acres and has been developed as the 287 Alta Landing Apartments. The current zoning for the property is MF-Multifamily District. The owners and applicant have requested a zoning change to a PD-Planned Development.

The property owners of Alta Landing requested a zoning change to a Planned Development in February 2024. The motion to approve failed by a vote of 2-2. A motion to deny was not given nor were there any motions to deny with or without prejudice. Before the case could be taken to the City Council for consideration, the applicants withdrew their request to have more time to speak with residents who previously voiced their opposition. The applicants have since held meeting with residents and have since revised their proposal to accommodate the wishes of neighboring residents. Carports previously proposed have been removed and the relocating of dumpster enclosures to the east side of the property, away from the bordering residents has been included as requested. The PD includes increased landscaping requirements as well as the guard rail addition.

STAFF REVIEW:

ZONING REVIEW

In the Spring of 2023, the City Council changed the maximum density from 16 units an acre to 8 units an acre in the MF-Multifamily District in the Spring of 2023. This in and of itself created a nonconformity regarding the density at Alta Landing which sits at 27 units an acre, meeting the

intent of an Urban Village envisioned by the city's adopted Future Land Use Plan. **To be clear, no new apartment units or buildings are being proposed.** The density noted in the PD Development Standards set the limit at what exists today at 27. Another benefit of the proposed rezoning is that the **PD would establish an adopted site plan that delineates the location of guard rails, the new dumpster enclosure locations, and required landscaping over and above what the current zoning district requires.** The rezone to a Planned Development would assist in addressing zoning nonconformities that exist at the location (density, building height, lot coverage) while at the same time improving the quality of life for residents who have noted their concerns.

LAND USE COMPATIBILITY

A point of discussion previously raised during the previous public hearing was the reasoning for wanting to rezone to PD. The proposed PD aims to improve compatibility with adjacent uses as noted in Section 9.1 of the Unified Development. A major complaint raised by nearby residents was the current location of the dumpsters and the noise the trash trucks create during pickup times. The current MF zoning does not include any requirements for refuse container locations. The UDC briefly discusses refuse containers in Section 10.11 but simply prohibits them located in a front or side yard and requires them to be screened from view. However, Planned Developments specifically prohibit waste receptacles to be placed along the perimeter of the PD as noted in Section 9.2 (D). If the PD is approved, the owners would be required to relocate the dumpsters. The site plan included within the PD would cement their locations via city ordinance.

Although it may not be preferable to some, multi-family residential and single-family residential are compatible with one another in that they are both residential uses by nature and by right. As the existing land use will remain the same, staff has found the proposed PD *consistent* with land use compatibility in the area.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan (FLUP) envision this part of town to be developed as an *Urban Village* (See Figure A). Sample development types include lofts/apartments, retail, restaurants, and plazas.

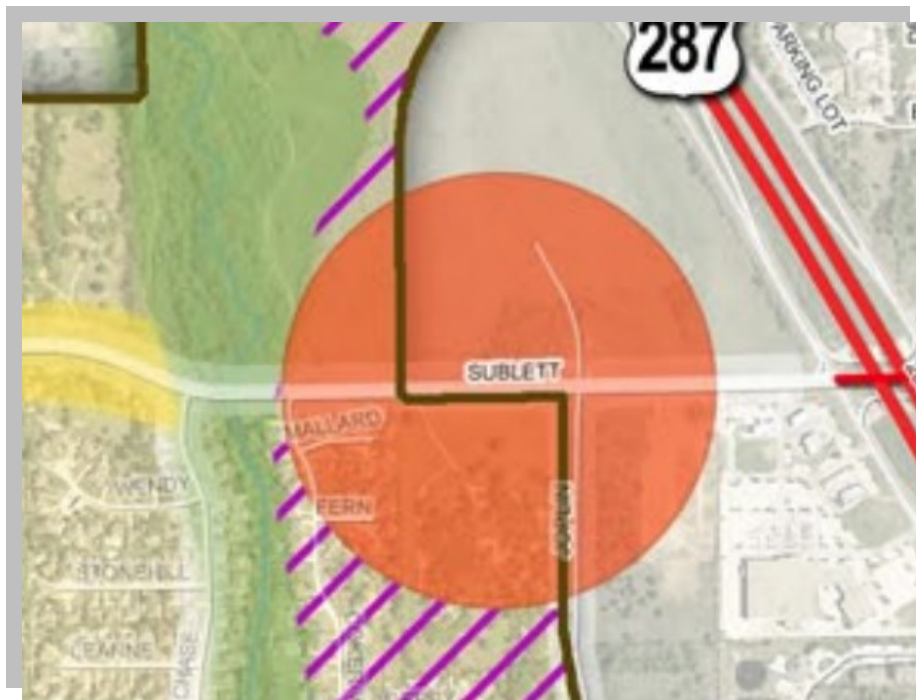


Figure A- Future Land Use Plan

Since the construction of Alta Landing, the urban village concept has taken shape in the built environment at this exact location, spurring the construction of nearby retail and restaurant uses.

The proposed rezoning is *consistent* with the Comprehensive Plan and Future Land Use Plan.

RECOMMENDATION

The applicant's request for a zoning change to "PD-Planned Development" is compatible with the existing land use and is consistent with the current Comprehensive Plan, therefore staff has recommended approval.

Land Use Compatibility:

Comprehensive Plan Consistency:

Future Land Use Plan Consistency:

Staff Recommendation:

The requested change ***is compatible.***

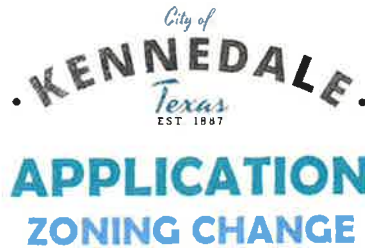
The requested change ***is consistent.***

The requested change ***is consistent.***

Approve

ATTACHMENTS

1.	Zoning Application Form Signed	Zoning Application Form Signed.pdf
2.	Property Owner Affidavit Signed and Notarized	Property Owner Affidavit Signed and Notarized.pdf
3.	11.20.2025 - Publisher's Affidavit	11.20.2025 - Publisher's Affidavit.pdf
4.	3100 Joplin 200' Buffer Map	3100 Joplin 200' Buffer Map.png
5.	3100 Joplin 200' Address List	3100 Joplin 200' Address List.xlsx
6.	Address Labels	Address Labels.docx
7.	PZ Case 25-17 200' Buffer Letter	PZ Case 25-17 200' Buffer Letter.docx
8.	PZ Case 24-17 KISD 200' Buffer Letter	PZ Case 24-17 KISD 200' Buffer Letter.docx
9.	Project Narrative	Project Narrative.docx
10.	PD Development Standards Alta Landing	PD Development Standards Alta Landing.docx
11.	Alta Landing - Overall Planting Plan	Alta Landing - Overall Planting Plan.pdf
12.	Alta Landing Site Plan (12.4.25)	Alta Landing Site Plan (12.4.25).pdf



Permit Number _____

Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date. Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- ☐ Project Narrative
- ☐ Concept Plan and any proposed elevations/floorplans

Applicant Information

Applicant Name: William S. Dahlstrom, Jackson Walker LLP

Applicant Title: Land Use Attorney

Applicant Address: 2323 Ross Avenue, Suite 600 Dallas, TX 75201

Applicant Phone: 214-953-5932 Applicant Email: wdahlstrom@jw.com

Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Address: 5440 Harvest Hill Road, Suite 206 Dallas, TX 75230

Owner Phone: 469-206-4572 Owner Email: ryan.miller@woodpartners.com

Property Information

Property Address: 3100 Joplin Road

Property Legal Description: Lot 2R, Block 1, Vaquero Coker Addition

Present Use of Property: Multi-family residential complex

Present Zoning of Property: Multi-Family (MF)

Desired Zoning of Property: Planned Development (PD)

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Please submit to permits@cityofkennedale.com with supporting documents if applicable.

Planning and Permits · City of Kennedale · 405 Municipal Dr. · Kennedale, TX 76060 · (817) 985-2133

Signature of Applicant: _____

Date: 10.16.25**For Office Use Only****Completeness Check**

Application form completely filled and signed?	☐ Yes	☐ No
Attached site plan?	☐ Yes	☐ No
Attached legal description of property?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign _____ Date _____

Preliminary Planning and Zoning Review

Current zoning: _____ Proposed zoning: _____

Required attachments are complete and correct? ☐ Yes ☐ NoIs proposed use permitted under requested zoning? ☐ Yes ☐ No

Sign _____ Date _____

Please submit to permits@cityofkennedale.com with supporting documents if applicable.

Planning and Permits · City of Kennedale · 405 Municipal Dr. · Kennedale, TX 76060 · (817) 985-2133



OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: 3100 Joplin Road

Legal Description: Vaquero Coker Addition, Block 1, Lot 2R

Applicant: Bill Dahlstrom, Jackson Walker LLP

Type of P&Z Request: Planned Development (PD) Zoning Request

I, Ryan Miller, current owner of the above mentioned property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Commission to consider granting the above referenced request on my behalf and to appear before the Commission.

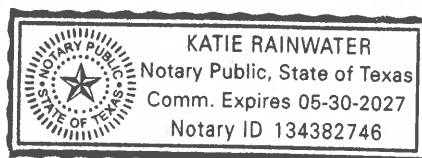
Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Signature: 

Date: 10/16/25

Sworn To and Subscribed before me by Ryan Miller

ON THIS 16th DAY OF October, 2025



Katie Rainwater
Notary Public, Tarrant County, Texas

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
42572	IPL0286884	Legal Ad - IPL0286884	11 20 25 NOPH	1.0	48.0L

ATTENTION: CITY OF KENNEDALE IP
405 MUNICIPAL DR
KENNEDEALE, TX 76060-2249
citysecretary@cityofkennedale.com;bdahl@cityofkennedale.com;tcx@cityofkennedale.com

City of kennedale Notice of Public Hearing

The Kennedale PLANNING AND ZONING COMMISSION will hold a public hearing ON THURSDAY, November 20, 2025 AT 6:00 PM for the following caseS in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060, WITH A SUBSEQUENT PUBLIC HEARING for the caseS WILL BE HELD BY THE CITY OF KENNEDALE CITY COUNCIL ON december 16, 2025 AT 5:30 PM ALSO LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from "MF – multi-family" to a "pd – planned development" for the property located at 3100 Joplin RD, PARCEL 42979020, vaquero coker addition, block 1, lot 2r1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

PZ CASE #25-18 to conduct a public hearing and consider a replat of the propertIES located at 116 brown lane, PARCEL 00241253, BOAZ, CA SUBD OF J B RENFRO Lot 6B1A & 6C3 AND 440 MANSFIELD CARDINAL RD, PARCEL 00241237, BOAZ, CA SUBD OF J B RENFRO Lot 6BOF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

Interested persons are encouraged to attend the public hearings to offer public comments or provide written comments prior to the meeting to: community development department, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call (817) 985-2105

IPL0286884
Nov 2 2025

THE STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared the undersigned, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates. The Fort Worth Star-Telegram is generally circulated in Tarrant County.

1.0 insertion(s) published on:
11/02/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



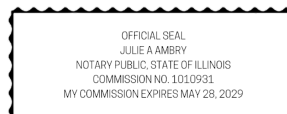
Sherry Chasteen

Julie A Ambry



Sworn to and subscribed before
me on

Nov 3, 2025, 9:53 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

**City of Kennedale
Notice of Public Hearing**

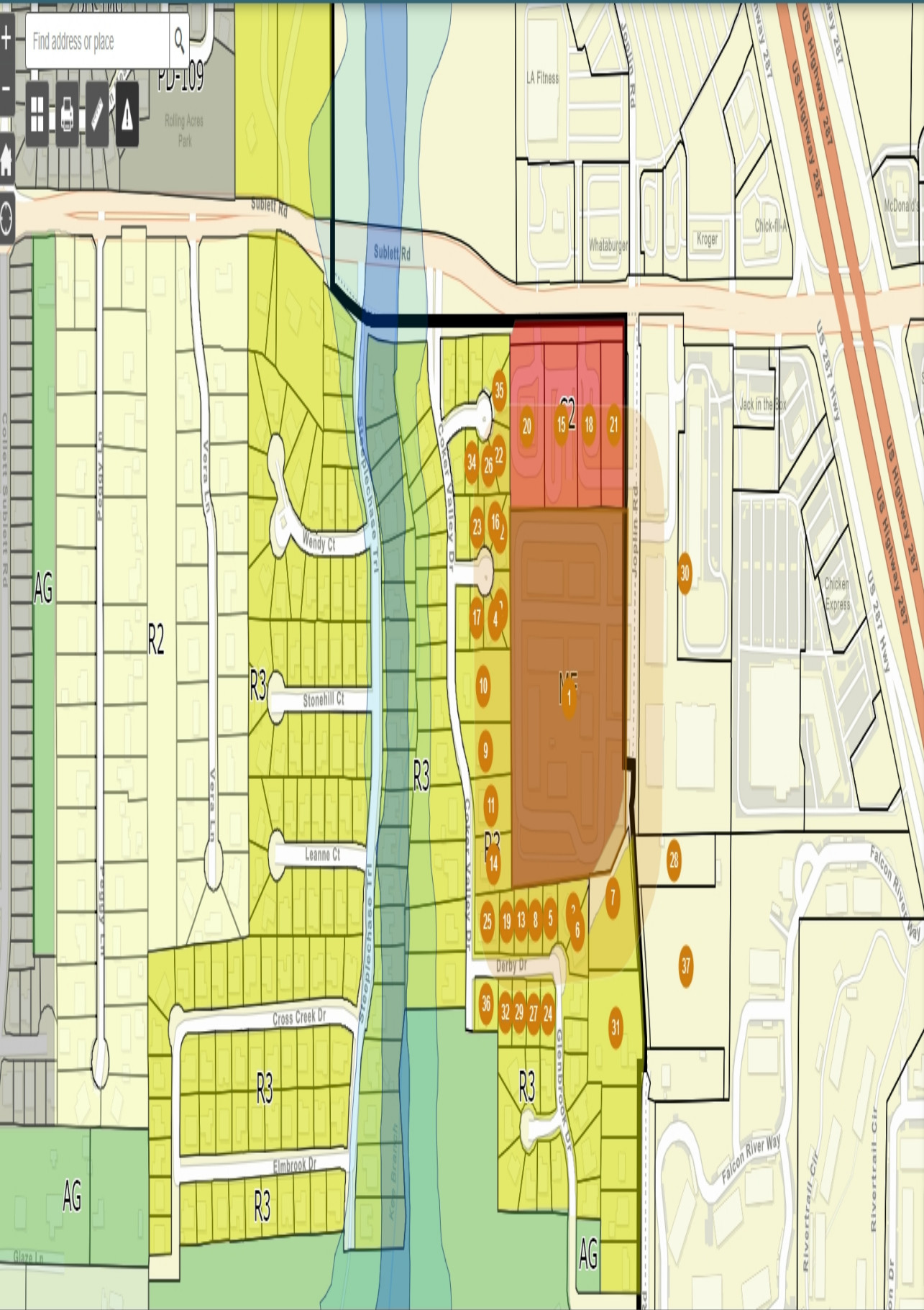
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IPL0286884

Nov 2 2025



Layer List

Layers

☒ Overlay Districts - Floodplain

☒ Overlay Districts - Business 287 and Interstate 20/820 Loop

☒ Zoning (View)

☒ KennedaleCityLimits

☒ TAD Parcels

☐ Aerials2019

1 Feet: 0.35 ALTA 287 OWNER LLC JOPLIN RD	2 Feet: 412.71 HARDY CORNELIUS R 1406 FERN CT	3 Feet: 416.14 LINDSAY CHRISTINA 1411 DERBY DR	4 Feet: 430.52 MCCARTNEY CLAIRE 1404 FERN CT	5 Feet: 436.61 MARTIN PRISCILLA 1409 DERBY DR	6 Feet: 449.88 FILOMENO AND DEBRA SAN... 416 GLENBROOK DR	7 Feet: 456.33 FILOMENO & DEBRA SANCH... 3208 HAWKINS JOPLIN RD	8 Feet: 464.03 RESTREPO FABIAN 1407 DERBY DR
---	---	--	--	---	---	---	--

displayname	owner address	city
5360 KENNEDALE ROAD LLC	PO BOX 440	SEDALIA
ALFORD PETER	1405 DERBY DR	KENNEDALE
ALTA 287 OWNER LLC	5440 HARVEST HILL RD STE 206	DALLAS
ATCHLEY WILLIAM	1400 FERN CT	KENNEDALE
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	KENNEDALE
CARRASCO THOMAS E	1403 DERBY DR	KENNEDALE
CONLIN MEREDITH	5807 VILLAGE GLEN TR	ARLINGTON
COOK DAHL B	1402 DERBY DR	KENNEDALE
DENNIS KENNETH D	5904 WILLOW VIEW	ARLINGTON
DREW ROBERT JR	1401 FERN CT	KENNEDALE
FILOMENO AND DEBRA SANCHEZ FAMILY TRUST	416 GLENBROOK DR	KENNEDALE
FARRELL TYLER B	1401 MALLARD CT	KENNEDALE
FLORES GILBERT	1409 MALLARD CT	KENNEDALE
GONZALEZ ELIAZAR	1405 MALLARD CT	KENNEDALE
HALL SHARON KAY	1402 MALLARD CT	KENNEDALE
HARDY CORNELIUS R	1406 FERN CT	KENNEDALE
HIVALE JOHN S	418 COKER VALLEY DR	KENNEDALE
KETNER RICHARD L II	1406 MALLARD CT	KENNEDALE
KREIGER VICTOR E	1402 FERN CT	KENNEDALE
LINDSAY CHRISTINA	1411 DERBY DR	KENNEDALE
LIZARRAGA RICHARD KEVIN	1405 FERN CT	KENNEDALE
M & K APARTMENTS INC	14311 BISCAYNE BLVD #2377	MIAMI
MARKS AL	408 COKER VALLEY DR	KENNEDALE
MARTIN PRISCILLA	1409 DERBY DR	KENNEDALE
MCCARTNEY CLAIRE	1404 FERN CT	KENNEDALE
MOORE LISA	1403 FERN CT	KENNEDALE
MOTT CARLOS	414 COKER VALLEY DR	KENNEDALE
MURPHY BRANDON J	3224 JOPLIN RD	KENNEDALE
NICHOLS MATTHEW B	410 COKER VALLEY DR	KENNEDALE
OWENS MILLIE D	1404 MALLARD CT	KENNEDALE
PEREZ DANIEL	1407 FERN CT	KENNEDALE
PISORS JONATHAN	1403 MALLARD CT	KENNEDALE
PS LPT PROPERTIES INVESTORS	701 WESTERN AVE	GLENDALE
RAMIREZ PATRICIA	2131 WATERFIELD CT	GRAND PRAIRIE
RESTREPO FABIAN	1407 DERBY DR	KENNEDALE
RIFFE JOHN	1407 MALLARD CT	KENNEDALE
SALEH NARMEEN AHMAD	1406 DERBY DR	KENNEDALE
SALOMON DEVELOPMENT CO LP	750 B STREET STE 3130	SAN DIEGO
SCHIED BRIAN A	1407 MALLARD CT	KENNEDALE
THE C.A. LAURITZEN III FAMILY TRUST	147 BEEDE WAY	ANTIOCH
WATSON MICHAEL	412 COKER VALLEY DR	KENNEDALE
WEINER STEVEN J	416 COKER VALLEY DR	KENNEDALE

state	zip	situsaddress
CO	80135	5360 KENNEDALE SUBLETT RD
TX	76060	1405 DERBY DR
TX	75230	JOPLIN RD
TX	76060	1400 FERN CT
TX	76060	1404 DERBY DR
TX	76060	1403 DERBY DR
TX	76016	JOPLIN RD
TX	76060	1402 DERBY DR
TX	76017	6309 JOPLIN RD
TX	76060	1401 FERN CT
TX	76060	416 GLENBROOK DR
TX	76060	1401 MALLARD CT
TX	76060	1409 MALLARD CT
TX	76060	1405 MALLARD CT
TX	76060	1402 MALLARD CT
TX	76060	1406 FERN CT
TX	76060	418 COKER VALLEY DR
TX	76060	1406 MALLARD CT
TX	76060	1402 FERN CT
TX	76060	1411 DERBY DR
TX	76060	1405 FERN CT
FL	33181	5330 KENNEDALE SUBLETT RD
TX	76060	408 COKER VALLEY DR
TX	76060	1409 DERBY DR
TX	76060	1404 FERN CT
TX	76060	1403 FERN CT
TX	76060	414 COKER VALLEY DR
TX	76060	3224 JOPLIN RD
TX	76060	410 COKER VALLEY DR
TX	76060	1404 MALLARD CT
TX	76060	1407 FERN CT
TX	76060	1403 MALLARD
CA	91201	6251 JOPLIN RD
TX	75052	1408 DERBY DR
TX	76060	1407 DERBY DR
TX	76060	1407 MALLARD CT
TX	76060	1406 DERBY DR
CA	92101	5320 KENNEDALE SUBLETT RD
TX	76060	1407 MALLARD CT
CA	94509	5350 KENNEDALE SUBLETT RD
TX	76060	412 COKER VALLEY DR
TX	76060	416 COKER VALLEY DR

5360 KENNEDALE ROAD LLC
PO BOX 440
SEDALIA, CO 80135

ALFORD PETER
1405 DERBY DR
KENNEDALE, TX 76060

ALTA 287 OWNER LLC
5440 HARVEST HILL RD STE 206
DALLAS, TX 75230

ATCHLEY WILLIAM
1400 FERN CT
KENNEDALE, TX 76060

BINGAMAN REVOCABLE TRUST
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KENNEDALE, TX 76060

CARRASCO THOMAS E
1403 DERBY DR
KENNEDALE, TX 76060

CONLIN MEREDITH
5807 VILLAGE GLEN TR
ARLINGTON, TX 76016

COOK DAHL B
1402 DERBY DR
KENNEDALE, TX 76060

DENNIS KENNETH D
5904 WILLOW VIEW
ARLINGTON, TX 76017

DREW ROBERT JR
1401 FERN CT
KENNEDALE , TX 76060

FILOMENO AND DEBRA SANCHEZ
416 GLENBROOK DR
KENNEDALE , TX 76060

FARRELL TYLER B
1401 MALLARD CT
KENNEDALE, TX 76060

FLORES GILBERT
1409 MALLARD CT
KENNEDALE, TX 76060

GONZALEZ ELIAZAR
1405 MALLARD CT
KENNEDALE, TX 76060

HALL SHARON KAY
1402 MALLARD CT
KENNEDALE, TX 76060

HARDY CORNELIUS R
1406 FERN CT
KENNEDALE, TX 76060

HIVALE JOHN S
418 COKER VALLEY DR
KENNEDALE, TX 76060

KETNER RICHARD L II
1406 MALLARD CT
KENNEDALE, TX 76060

KREIGER VICTOR E
1402 FERN CT
KENNEDALE, TX 76060

LINDSAY CHRISTINA
1411 DERBY DR
KENNEDALE, TX 76060

LIZARRAGA RICHARD KEVIN
1405 FERN CT
KENNEDALE, TX 76060

M & K APARTMENTS INC
14311 BISCAYNE BLVD #2377
MIAMI, FL 33181

MARKS AL
408 COKER VALLEY DR
KENNEDALE, TX 76060

MARTIN PRISCILLA
1409 DERBY DR
KENNEDALE, TX 76060

MCCARTNEY CLAIRE
1404 FERN CT
KENNEDALE, TX 76060

MOORE LISA
1403 FERN CT
KENNEDALE , TX 76060

MOTT CARLOS
414 COKER VALLEY DR
KENNEDALE , TX 76060

MURPHY BRANDON J
3224 JOPLIN RD
KENNEDALE , TX 76060

NICHOLS MATTHEW B
410 COKER VALLEY DR
KENNEDALE, TX 76060

OWENS MILLIE D
1404 MALLARD CT
KENNEDALE, TX 76060

PEREZ DANIEL
1407 FERN CT
KENNEDEALE, TX 76060

PISORS JONATHAN
1403 MALLARD CT
KENNEDEALE, TX 76060

PS LPT PROPERTIES INVESTORS
701 WESTERN AVE
GLENDALE, CA 91201

RAMIREZ PATRICIA
2131 WATERFIELD CT
GRAND PRAIRIE, TX 75052

RESTREPO FABIAN
1407 DERBY DR
KENNEDEALE, TX 76060

RIFFE JOHN
1407 MALLARD CT
KENNEDEALE, TX 76060

SALEH NARMEEN AHMAD
1406 DERBY DR
KENNEDEALE, TX 76060

SALOMON DEVELOPMENT CO LP
750 B STREET STE 3130
SAN DIEGO, CA 92101

SCHIED BRIAN A
1407 MALLARD CT
KENNEDEALE, TX 76060

THE C.A. LAURITZEN III FAMILY TRUST
147 BEEDE WAY
ANTIOCH, CA 94509

WATSON MICHAEL
412 COKER VALLEY DR
KENNEDEALE, TX 76060

WEINER STEVEN J
416 COKER VALLEY DR
KENNEDEALE, TX 76060



PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM “MF – MULTI-FAMILY” TO A “PD – PLANNED DEVELOPMENT” FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

A second public hearing for this case will be held before City Council on Tuesday, December 18, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tc Cox@cityofkennedale.com.

The agenda will be posted at least 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tc Cox@cityofkennedale.com
(817)985-2105



PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM “MF – MULTI-FAMILY” TO A “PD – PLANNED DEVELOPMENT” FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

A second public hearing for this case will be held before City Council on Tuesday, December 16, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

October 17, 2025

Mr. Darrell Hull
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

RE: Project Narrative Letter
Planned Development Request
Alta Landing
3100 Joplin Road

Dear Mr. Hull:

Thank you and Mayor Horton for meeting with us to talk about Alta Landing at 3100 Joplin Road. Per that meeting, we are submitting an application, accompanying this letter, for a Planned Development (PD) District.

Alta Landing is an existing 270-unit, conveniently located multifamily development offering a well-amenitized, high-quality community. Amenities that enhance the living experience at Alta Landing include a swimming pool and tanning deck; an outdoor kitchen grill area and seating; outdoor firepit; dog park; 24/7 fitness center, social clubroom featuring a kitchen, arcade, large TV, and shuffleboard; Wi-Fi lounge space with reservable private office spaces and conference room; coffee bar; bike racks, and more.

It is our understanding, based on previous conversations with City Staff, that the community is considered nonconforming. As noted in our meeting, such a classification could result in significant consequences, and it is best for the property to conform to zoning standards. Therefore, we respectfully request approval of the PD Development Standards included with this application to bring the existing development into conformance.

We propose several modifications as part of our PD application, as shown in the included draft PD Development Standards. Additionally, as an enhancement to the site, we propose additional landscape plantings throughout the property as shown on the included Landscaping Plan.

The proposed PD conforms to the City's Comprehensive Plan and UDC as follows:

- A. Conformance with the City's Comprehensive Plan: The proposal conforms with the City of Kennedale Comprehensive Plan's designation for this Property which is "Residential

(High Density).” The Comprehensive Plan notes, “This land use recognizes the need for housing at more affordable price points and to accommodate younger families and mature adults wishing to live in the community without the burden of maintaining a home and a yard. These units range from duplexes to apartment complexes.” While the complex exceeds the Comprehensive Plan’s recommendation of an 8 units per acre maximum, which was a change adopted after the complex was constructed, the current number of units and density level is appropriate for the site and represents a typical density level for a quality multifamily community located in a suburban location.

B. Appropriate location for MF District: The UDC provides that the MF District “is established to meet the needs for medium to high density residential development where such areas are suitable for higher impact development and higher volume traffic while encouraging the provision of conveniently located rental accommodations.” The property is contiguous to retail centers to the north and east. Single family residential uses are to the south and west, so the existing multifamily development serves as a buffer between the higher intensity retail centers and the lower intensity single family residential uses. Further, access in and out of the property is via Joplin Road to W. Sublett Road, a divided Boulevard on the City’s Future Transportation Plan. Traffic from the multifamily development cannot go directly through the adjacent single-family development.

C. Conformance with Section 9.1(B,) Purpose, in the in the Unified Development Code: The proposal meets Section 9.1(B) *Purpose* as follows:

1. *Encourage innovation in land development in terms of variety, design, layout, and type of structures constructed.*

The layout of Alta Landing presents a more urban-style design with shorter building setbacks along the street and street trees. Surface parking is thereby shielded from public view by being located behind the street-lined buildings, providing pedestrians along the public sidewalk with a more enjoyable experience.

7. *Promote efficient provision of public services and utilities.*

Locating a multi-family development on this site such as Alta Landing also provides a more efficient use of utilities and infrastructure by serving a greater number of residents at a single location, as opposed to serving a less dense and more spread-out development.

D. Conformance with Qualifying Conditions (9.2): The proposal conforms to the Qualifying Conditions in the UDC as follows:

1. *Unified Control. The development shall be under the control of one (1) owner or group of owners and shall be capable of being planned and developed as an integral unit.* The existing multifamily development is under one owner group.

2. Minimum Acreage. *The gross area of a tract of land to be developed in a Planned Development District shall be a minimum of five (5) acres.* The property consists of approximately 11 acres.
3. Recognizable Benefit. The proposal complies with at least four (4) of the Recognizable Benefit criteria outlined in the Unified Development Code including the following per Section 9.2(C):

2. *Pedestrian/transit-oriented design with buildings oriented to the sidewalk and parking to the side or rear of the site;*

The building edge of Alta Landing along Joplin Road runs close and parallel to the street and sidewalk, with off-street surface parking behind the front, street-facing buildings. This helps to foster a more pedestrian-friendly experience along the sidewalk in front of Alta Landing, with trees provided between the sidewalk and street, and views of the attractive buildings rather than a parking lot.

3. *High quality architectural design beyond the site plan requirements of this article;*

The buildings are constructed of a variety of high-quality materials, varying roof pitches, and architectural fenestration is provided through off-sets between the main portions of the building and balconies and patios.

4. *Extensive landscaping beyond the site plan requirements of this article;*

In addition to the extensive trees and landscaping currently provided on the site, we will plant additional trees above and beyond the minimum requirements, including along the fence lines of the single-family residential properties, helping beautify the property and provide much-welcomed shade to residents and visitors.

7. *Provision of open space or public plazas or features;*

The existing Alta Landing complex contains numerous amenities and generous open space which will remain within the property.

9. *Effective transition between higher and lower density uses, and/or between non-residential and residential uses; or allowing incompatible adjacent land uses to be developed in a manner that is not possible using a conventional approach;*

There are existing non-residential uses to the east, across Joplin Road, including intensive uses such as a grocery store, drive-through restaurants, and a car wash. Alta Landing is appropriately located between a single-family neighborhood and multiple commercial uses. There is an additional

car wash immediately to the north of the property; Alta Landing helps buffer the effects of the car wash towards several single-family homes to the west and south of the Property.

4. Compatibility with Adjacent Uses. The location of uses or structures that are of a significantly different scale or character than the abutting residential districts, such as access drives, parking areas, waste receptacles, swimming pools, tennis courts, and facilities of a similar nature, are not located near the perimeter of the PD so as to negatively impact the residential use of adjacent lands.
5. Comprehensive Plan. The proposed PD is consistent with the Comprehensive Plan as previously established.

E. Section 27.7 of the UDC provides Standards of Approval for a PD which the proposal satisfies:

- A. *The proposed PD complies with the Intent and all Qualifying Conditions of Section 9.2, respectively.* We have established that the proposal complies with the Qualifying Conditions in Section 9.2.
- B. *The uses conducted within the proposed PD, the PD's impact on the community, and other aspects of the PD are consistent with the Comprehensive Plan.* The existing development complies with the Future Land Use Plan which recommends "Residential (High Density)".
- C. *The proposed PD shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment, and the capacity of public services and facilities affected by the development.* The existing development is compatible with the contiguous nonresidential uses and provides a buffer between those uses and the adjacent single family residential uses.
- D. *The PD shall not change the essential character of the surrounding area.* The development is existing. No changes are proposed to the existing Alta Landing complex.
- E. *The PD shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes, or glare.* Again, the property is currently developed with a high-quality multifamily community.
- F. *The PD shall not place demands on public services and facilities in excess of current or anticipated future capacity.* No changes are proposed to the property, so there will be no increased demand on public services.

We trust that with the analysis above, we have demonstrated that the proposal is reasonable and supported under the City's Comprehensive Plan and UDC. We look forward to working with you and the City of Kennedale to resolve the zoning for Alta Landing.

Please let us know if you have further questions or need additional information.

Thank you again for your assistance.

Sincerely,

William S. Dahlstrom, FAICP, JD

ALTA LANDING
DEVELOPMENT STANDARDS FOR MULTI-FAMILY (MF) RESIDENTIAL
(PLANNED DEVELOPMENT)

Alta Landing is an existing multi-family community located on the west side of Joplin Road (3100 Joplin Road) in Kennedale, Texas (“Property”).

The intent of these planned development district guidelines is to continue to promote a community that upholds and enhances the quality of the surrounding environment and to allow for additional conforming regulations and standards for the existing development. This community features high-quality apartments that are desirable in a higher-density residential area.

- I. Purpose.** This Property is designed to allow a multi-family development consisting of a maximum of 270 dwelling units in 10 apartment buildings with one accessory amenity center. The Property owner or Property management entity shall maintain all common areas, private fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance. All existing development on this property shall continue to be permitted by right. Any changes or modifications shall also adhere to these requirements.
- II. In General.** In the event of a conflict between this ordinance and the site and landscape plans, the site and landscape plans shall prevail.
- III. Permitted Uses.** Land use and structures shall comply with uses permitted for multi-family residential districts (MF) as depicted and shown in the attached exhibits and in Section 3 of the City of Kennedale’s Unified Development Code (“UDC”) except as detailed in this ordinance.
- IV. Development Regulations.**
- A) Development Standards: All regulations and standards for the Property shall comply with standards set forth in this ordinance. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

1. The following standards shall apply to the Property:

	Development Standards
Base Zoning	PD
Uses	”MF” , Multi-Family Residential District uses
Lot size (Minimum)	No minimum.
Density (Maximum)	270 dwelling units
Dwelling Unit Size (Minimum)	
Efficiency	582 square feet
One-bedroom	723 square feet

Two-bedroom	1,112 square feet
Three-bedroom	1,520 square feet
Setbacks (Minimum)	As shown on Site Plan
Building Height (Maximum)	45 Feet
Building Stories (Maximum)	3
Building Height – Accessory (Maximum)	26 Feet
Building Stories – Accessory (Maximum)	1
Impervious coverage	75%
Minimum parking setback	30 Feet
Parking (minimum)	400 spaces

2. Setbacks are as shown on the site plan. No internal setbacks for the property apply.
 - a. Stairwells along Joplin are permitted to encroach into the setback as shown on the site plan.
3. Parking and Loading:
 - a. All off-street parking shall be located as depicted and shown in the attached exhibits.
 - b. Loading zone requirements shall be excluded from the development.
 - c. A multi-level parking structure shall not be permitted on site.
4. Signage: The monument sign shall be located as depicted and shown on the Site Plan.

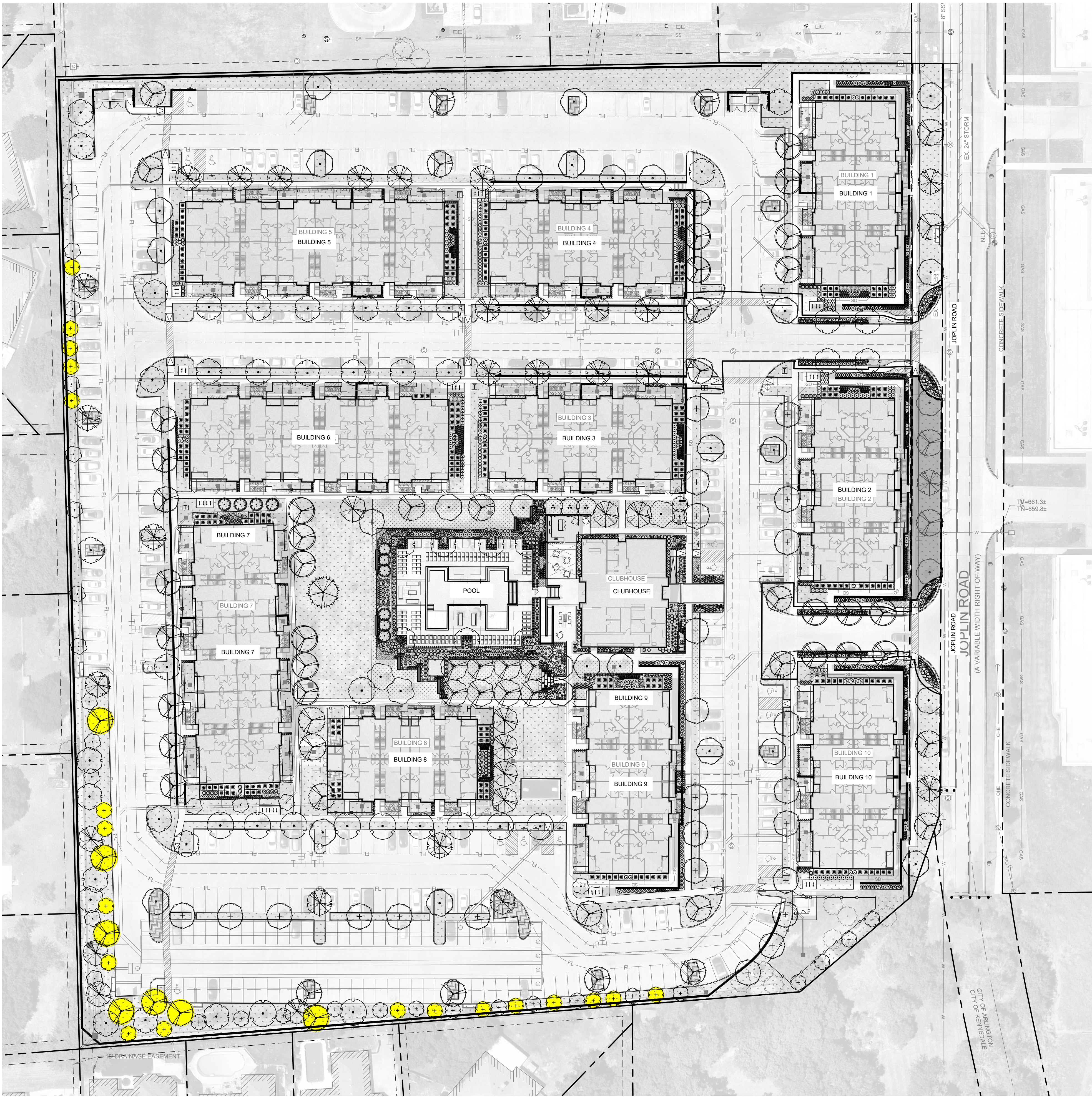
V. **Design Standards.**

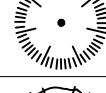
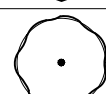
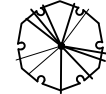
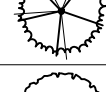
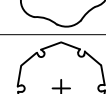
- A) **Building Form Standards:** All buildings constructed after the date of passage of this ordinance shall meet, at minimum, the building form and design standards outlined in the Unified Development Code at the time of adoption of this ordinance and be consistent with the existing structures. Existing structures are considered conforming in building form and design standards.
- B) **Fences/Walls/ Retaining Walls/ Guard Rails:**
 1. Fences, screen walls, retaining walls, and guard rails shown on the Site Plan shall be maintained by the owner .
 2. All fencing and screening shall be consistent with the location as depicted in the attached exhibits. All fences, screen walls, retaining walls, and guard rails shall be allowed along the side and rear property lines and are not subject to any setback standards.
 3. Two-foot extensions shall be added to the poles on the existing fence to create an eight-foot tall fence as shown on the Site Plan.
 4. Guardrails shall be installed near the rear of the property as depicted and shown in the attached exhibits. The guardrail shall be installed within 6-months of the approval of this ordinance.
- C) **Landscaping:** Landscaping shall conform to the Landscaping exhibit and must be maintained by

the owner in a healthy growing condition. Additional trees shall be installed in the rear of the property as depicted and shown in the attached landscaping exhibit. The additional landscaping shall be installed no later than 6 months from the adoption of this ordinance. All site landscaping, including maintenance of the right-of-way, shall be maintained by the property owner.

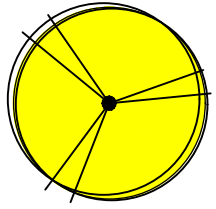
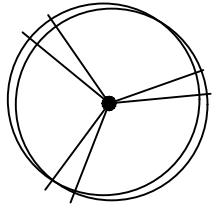
VI. Annual Meeting and Notices

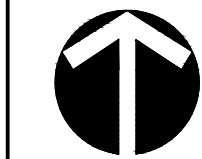
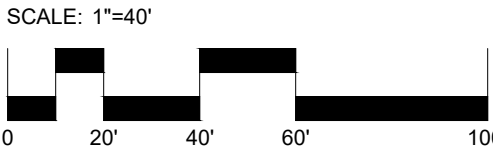
- A) Annual Meeting. Representatives from the Steeplechase Homeowners Association and the Property owner or the Property management entity shall meet annually on-site, unless both the Steeplechase Homeowners Association and the Property owner or Property management entity agree that such a meeting is not necessary.
- B) Notices. The Property owner or Property management entity will provide the Steeplechase Homeowners Association with at least thirty (30) days prior written notice before submitting an application to change or amend the zoning classification of the Property with the City of Kennedale.



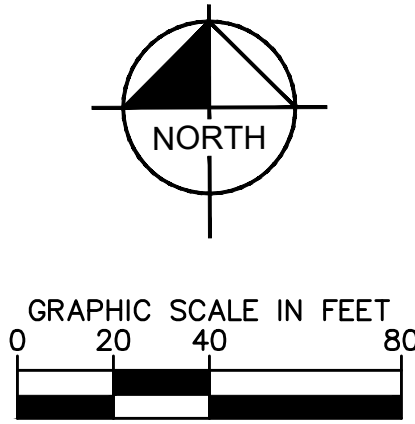
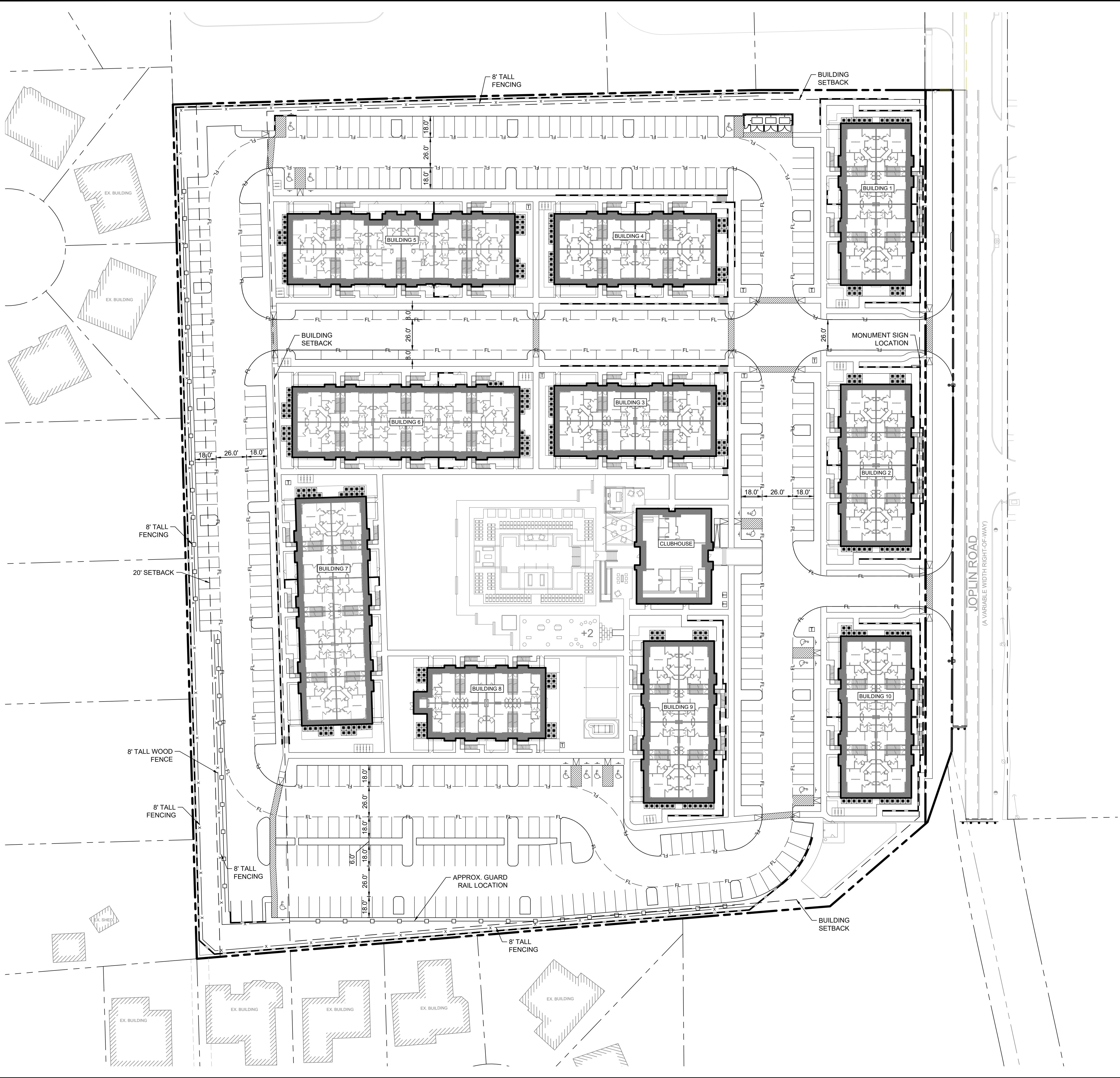
PLANT SCHEDULE	
TREES	BOTANICAL / COMMON NAME
	<i>Acer barbatum</i> 'Caddo' / Caddo Southern Sugar Maple
	<i>Ilex crenata</i> 'Sky Pencil' / Sky Pencil Japanese Holly
	<i>Liquidambar styraciflua</i> / American Sweet Gum
	<i>Magnolia grandiflora</i> 'Little Gem' / Dwarf Southern Magnolia
	<i>Platanus mexicana</i> / Mexican Sycamore
	<i>Quercus macrocarpa</i> / Burr Oak
	<i>Quercus muehlenbergii</i> / Chinkapin Oak
	<i>Quercus polymorpha</i> 'Monterey' / Monterey Oak
	<i>Quercus shumardii</i> / Shumard Red Oak
	<i>Quercus texana</i> / Texas Red Oak
	<i>Quercus virginiana</i> / Southern Live Oak
	<i>Taxodium distichum</i> / Bald Cypress
	<i>Ulmus alata</i> / Winged Elm
	<i>Ulmus crassifolia</i> / Cedar Elm
	<i>Ulmus parvifolia</i> 'Allee' / Allee Lacebark Elm
ORNAMENTAL TREES	BOTANICAL / COMMON NAME
	<i>Cercis canadensis</i> var. <i>mexicana</i> / Mexican Redbud
	<i>Ilex vomitoria</i> / Yaupon Holly
	<i>Rhus lanceolata</i> / Prairie Sumac

NOTE: PROPOSED TREES ILLUSTRATED ON THIS PLAN ARE A COMBINATION OF SOUTHERN LIVE OAKS AND YAUPON HOLLIES

-  PROPOSED TREE LOCATIONS
-  EXISTING TREE LOCATIONS



IMAGES
XREFS
XREF: survey - XREF: site - other - XREF: 2-24-20 - XREF: 3-20-20
PLOTTED BY: SCOTT SAMRAH 12/10/2024 4:58 PM
LAST SAVED: 12/10/2024 4:57 PM
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



LEGEND	
	PROPERTY LINE
	FIRELANE STRIPING
	BUILDING SETBACK LINE
	RETAINING WALL
	APPROX. FENCE LOCATION
	APPROX. GUARD RAIL LOCATION

SITE LAYOUT EXHIBIT		ALTA 287		Kimley»Horn	
SHEET NUMBER		LOT 2R, BLOCK 1		13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700	
EX.		VAQUERO COKE ADDITION		DALLAS, TEXAS 75240	
		KENNEDALE, TX		PHONE: 972.770.1300 FAX: 972.69.3820	
				TEXAS REGISTERED ENGINEERING FIRM F-928	
				REVISIONS	
				No.	
				DATE	
				BY	

Notification Results as of 12/08/2025

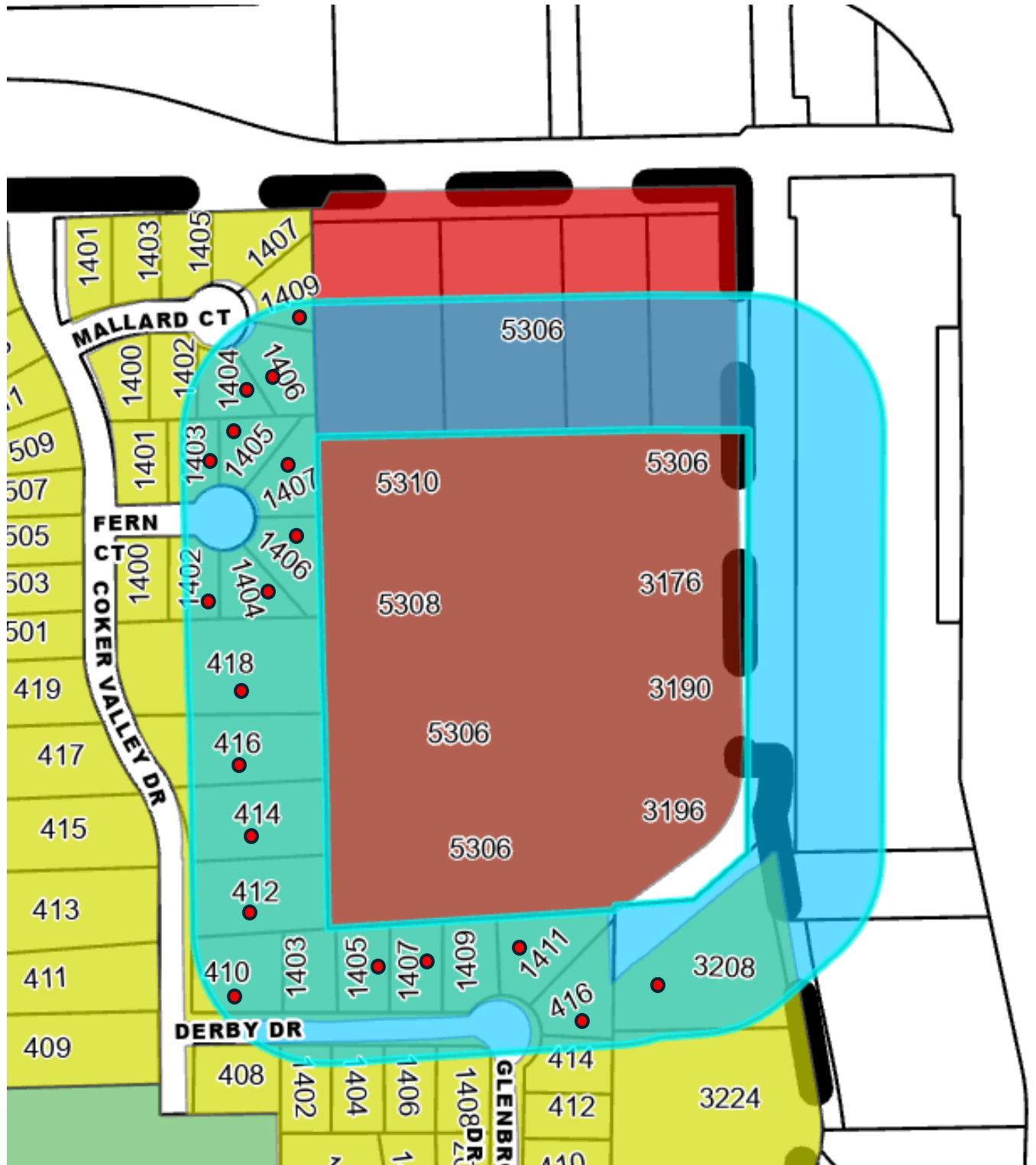
Properties Inside of 200' Buffer				
Owner_Name	Situs_Addr	Opposed	Area (AC) incl ROW	Notes
COOK, DAHL B	1402 DERBY DR	N	0.083	
KREIGER, VICTOR	1402 FERN CT	Y	0.182	
HALL, SHARON KAY & MORIN, MICHAEL	1402 MALLARD CT	N	0.018	
CARRASCO, THOMAS E	1403 DERBY DR	N	0.270	
MOORE, LISA	1403 FERN CT	Y	0.191	
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	N	0.087	
MCCARTNEY, CLAIRE	1404 FERN CT	Y	0.226	
OWENS, MELVIN L	1404 MALLARD CT	N	0.200	
ALFORD, PETER	1405 DERBY DR	Y	0.274	
LIZARRAGA, RICHARD	1405 FERN CT	Y	0.213	
SAMMS, SARAH	1406 DERBY DR	N	0.079	
HARDY, CORNELIUS R	1406 FERN CT	Y	0.279	
KETNER, RICHARD L	1406 MALLARD CT	Y	0.296	1
RESTREPO, GIOVANNA	1407 DERBY DR	Y	0.285	
PEREZ, DANIEL	1407 FERN CT	Y	0.279	
RAMIREZ, PATRICIA	1408 DERBY DR	N	0.900	
MARTIN, PRISCILLA	1409 DERBY DR	N	0.315	
FLORES, GILBERT	1409 MALLARD CT	Y	0.059	
LINDSAY, CHRISTINA	1411 DERBY DR	Y	0.371	
FILOMENO & DEBRA SANCHEZ FAMIL	3208 HAWKINS JOPLIN RD	Y	1.264	
MURPHY, BRANDON J	3224 JOPLIN RD	N	0.078	
MARKS, AL	408 COKER VALLEY DR	N	0.320	
NICHOLS, MATTHEW	410 COKER VALLEY DR	Y	0.359	
WATSON, MICHAEL	412 COKER VALLEY DR	Y	0.509	
MOTT, CARLOS	414 COKER VALLEY DR	Y	0.514	
LISLE, GARRETT	414 GLENBROOK DR	N	0.068	
WEINER, STEVEN J	416 COKER VALLEY DR	Y	0.469	
FILOMENO AND DEBRA SANCHEZ FAM	416 GLENBROOK DR	Y	0.336	
HIVALE, JOHN S	418 COKER VALLEY DR	Y	0.652	
SALOMON DEVELOPMENT CO LP	5320 KENNEDALE SUBLETT RD	N	0.677	2
M & K APARTMENTS INC	5330 KENNEDALE SUBLETT RD	N	0.582	
THE C.A. LAURITZEN III FAMILY	5350 KENNEDALE SUBLETT RD	N	0.831	
100 FLOCCHINI CIRCLE LLC	5360 KENNEDALE SUBLETT RD	N	0.877	
Total Acres			12.143	
Total Acres Oppose			6.758	
Percent Acres Oppose			56%	

Notes

1. Sent 2 Letters

1 TENANT IS: BOING US HOLDCO INC 5304 KENNEDALE SUBLETT RD

- Properties with written opposition



November 20, 2025

PZ Case # 25-173100 Joplin Rd (Alta Landing) from MF- Multifamily to PD- Planned Development

Hello my name is Tracy Hardy and I live at 1406 Fern Ct. I am here today to share some of my concerns with Alta Landing apartments and the zoning change request to PD. I am opposed to the zoning change from MF to PD for several reasons. 1. They are non-conforming in MF and will be non-conforming in PD. There are a number of things wrong with these apartments that the City of Kennedale has allowed and made exceptions for that effect our neighborhood and their renters. Like the setback violation in Section 3 Table 3.3, the retaining wall in Section 10.14.F.2.b shall not exceed 5 feet in height and at least 10 feet in step back for the retaining walls, in my area the set back is only 3 ½ setback from my property to their retaining wall and the retaining wall is approx. 12 to 15 feet in height not the 5ft as stated in Section 10 and in PD 9.2 Qualifying Conditions that apply to all PD's #D Compatibility with adjacent Uses. It states parking areas, shall not be located near the perimeter of the PD or so as to negatively impact the residential use of adjacent land. (Our property line and backyards that joins their parking lot) making it non-conforming to PD 9.2#D We already had a vehicle went over the retaining wall through the fence into a neighbor's yard make an unsafe situation for everyone involved. Thank God no one was injured, and yes, they did install a wire guard rail after that, but the parking lot itself is still a violation of 9.2. of PD. This could have been prevented if PD 9.2#D had been followed along with the 5 feet retaining wall and setbacks in Section 10. Alta Landing stated they want the Zone Change to PD to add things like more tree and a carport and other items. All those things can be done in MF Zoning even the Trash Dumpster can be moved a different location not to the front but somewhere from the neighbor's fences.

They have been non-conforming from the beginning and they still are non-conforming. Changing to PD is just a way to cover up the wrong. It doesn't make it better quality of life for anyone, doesn't make it safer for anyone. It is just changing it on paper and not changing the wall, that wall cannot be moved, it is still unsafe. According to Section 9.1, A PD shall not be sought primarily to avoid the standards and requirements of zoning.



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT
2026-2027 TCAP- Texas Coalition for Affordable Power, Board of Directors Elections

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2026 TCAP BOARD BALLOT	2026 TCAP BOARD BALLOT.pdf
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2026-2027 TCAP Board Ballot

BALLOT – 2026/2027 TCAP BOARD OF DIRECTORS

Instructions for Voting:

Only one ballot per member city/entity. The member representative is entitled to cast seven for the seven current positions. **PLEASE BE SURE THAT NO MORE THAN EIGHT CANDIDATES HAVE BEEN CHECKED! Ballots with more than eight cast votes will be rejected.** No more than one vote may be cast for the same nominee. Places 2, 4, and 6 will be filled by the three candidates in the high consumption (HC) category receiving the most votes. Place 8 will be filled by the candidate in the medium consumption (MC) category receiving the most votes. Place 10 will be filled by the candidate in the low consumption (LC) category receiving the most votes. Places 12 and 14 will be filled by the two candidates receiving the most votes but who were not elected to a particular consumption category. The exception to this rule is the requirement in TCAP Bylaws that stipulates the board of directors include at least one member from each of the four ERCOT zones (North, South, West, and Houston). Nominees who are incumbents (I) are noted on the ballot.

After the seven positions are filled, the next highest low consumption candidate will be placed in the unexpired Place 11 term.

(Vote for eight)

Names were randomly drawn for ballot order

☐ Omar Williams, Fate – LC	☐ Darrel Sharpe, Parker – LC
☐ Courtney Alvarez, Kingsville – MC (I)	☐ Brady Olsen, Bedford – LC
☐ Jace Berryman, Wilmer – LC	☐ Nicole Ganey, Deer Park – HC
☐ Cesar Garcia, Kemah – LC	☐ Henry Arredondo, – Dilley, LC (I)
☐ Aaron Smith, Odessa – HC (I)	☐ Dewey Stoffels, Grapevine – HC
☐ Isaac Tawil, McAllen – HC (I)	☐ Gary Broz, Edna – LC (I)
☐ Kinley Heggland, Wichita Falls – HC (I)	☐ David Esquivel, Tomball – MC (I)

Please complete and return by <u>5 p.m. C.S.T., January 2nd, 2026</u> to: Drew Shores, TCAP Secretary P.O. Box 5 Addison, TX 75001 or dshores@tcaptx.com You may also submit in person by 9:00 a.m. at the January 9, 2026 TCAP Annual Membership Meeting	Submitted by (MUST BE COMPLETED): Printed Name _____ Signature _____ Member City/Entity: _____
--	--

Submit

2026/2027 TCAP Board Biographies

(alphabetical order)



Courtney Alvarez, City of Kingsville

Courtney Alvarez is the City Attorney for the City of Kingsville, Texas. She has served as a city attorney for Kingsville since 2000. She received a BBA in International Business and a BBA in Finance from the University of Texas in Austin. Courtney attended law school at the South Texas College of Law in Houston and interned at the Texas Supreme Court. Prior to her career in Kingsville, she worked at an insurance defense firm in Corpus Christi. She was involved with the South Texas Aggregation Project (STAP) from its creation in 2001 to its later merger with Cities Aggregation Power Project (CAPP) in 2011 to form TCAP. Courtney has served on the TCAP Board of Directors since its formation in 2011. She has been licensed to practice law in the State of Texas for thirty years. Courtney is a member of several professional organizations which include the State Bar of Texas, the Texas Bar College, the Texas Municipal Courts Association, the International Municipal Lawyers Association, the Texas City Attorneys Association, and the Texas Bar Government Law Council. She currently serves as the TCAP President.



Henry Arredondo, City of Dilley

Henry Arredondo is Senior Manager with over 30 years of experience in manufacturing, distribution, banking, and municipal management operations. Currently he works at the City of Dilley where he is the City Administrator. Henry Arredondo holds a Master's degree in Business Administration and Bachelor's degree in Finance and is passionate about youth sports. In his free time, he enjoys golfing, fishing, and cycling.



Jace Berryman, City of Wilmer

Jace Armani Garcia Berryman is an emerging public administrator and current Assistant to the City Administrator for the City of Wilmer, Texas. He supports citywide operations and strategic initiatives with a focus on grant management, policy compliance, and employee engagement. In his current role, Jace helps administer the City's EPA Clean Ports grant; serves as a liaison to Municipal Court administration; Oversees Special Events; and designs recruitment and community-facing materials aligned with municipal branding.

Previously, Jace consulted on congressional and municipal campaigns, leading canvassing teams, producing data-driven reports, fundraising, and developing cohesive campaign materials. With a passion for community involvement and improvement, he has delivered an outcomes framework and Impact Report for Helping Hands Open Hearts, a nonprofit geared towards feeding the homeless populations of the DFW Metroplex.

Jace is completing a Master of Public Affairs at The University of Texas at Dallas in December 2025 and holds a B.A. in Political Science from Austin College. His technical toolkit spans ArcGIS, SPSS/Stata, Laserfiche, Microsoft 365/Google Workspace, and Adobe Creative Suite. He is motivated by transparency, equitable service delivery, and measurable community impact.

2026/2027 TCAP Board Biographies

(alphabetical order)



Gary Broz, City of Edna

Gary was born on September 15, 1955, in San Angelo, Texas. Gary and his siblings grew up just outside San Angelo. He graduated from Paint Rock High School then went to College at Sul Ross State University in Alpine, Texas, where he received a bachelor's degree in 1977.

After school, I came back home to the family farm and ranch. Mid-80's were bad farming years. He went back to work outside the family farm and ranch as General Manager of the Paint Rock Wool Warehouse, where they brokered wool, lamb feedlot, general store and an automotive center.

In 1987, Gary went to work for the City of Brady, beginning as Purchasing Agent and moving up to Director of Public Works. He soon became Assistant City Manager and was promoted to City Manager in 1997.

After leaving Brady in November 2000 accepted the position of City Manager in Port Lavaca, where he worked until November 2009. Then Gary and his wife moved to Liberty, Texas, as he continued his career as City Manager in Liberty until his retirement in June 2018. Where he guided the upgrade of the City's Electrical System. After retiring, he and his wife moved outside Columbus, Texas to start enjoying retirement. In July 2018, Gary was asked to be the City Manager in Eagle Lake, Texas where he worked until May of 2020. When the City of Edna proudly hired Gary to be their City Manager where he is now.

Gary has been married to Georgia for forty-six (46) years. They have two children. Their daughter Shauna and her husband live in Bay City, Texas with two (2) granddaughters and son Jonathan and his wife live in Port Lavaca, Texas with their grandson and two granddaughters.



David Esquivel, PE City of Tomball

David Esquivel currently serves as City Manager for the City of Tomball. David previously served the City of Cleburne for 11 years in various capacities including Public Works director and Assistant City Manager. David came to the City of Tomball as the Public Works director and then served as the Assistant City Manager before the City Council appointed him as the City Manager in July 2021. David holds a Bachelor of Science degree in civil engineering from Texas Tech University and is a registered professional engineer. David has a wonderful wife, Brandilyn, and blessed with 3 terrific kids. Twin daughters Nadia and Sophia and a son Joaquin.



Kinley Hegglund, City of Wichita Falls

Kinley Hegglund is the City Attorney for the City of Wichita Falls. He has served in the Wichita Falls City Attorney's Office since May of 2000, first as the City Prosecutor, then as the Senior Assistant City Attorney before being appointed City Attorney in 2014. Kinley was born and raised in San Angelo, Texas. He graduated with a Doctorate of Jurisprudence from the Texas Tech School of Law in 1999 and received his bachelor of Business Administration degree from Texas A&M in 1995. He was licensed to practice law in Texas in 1999 and is also admitted as an attorney authorized to practice before the United States Court of Appeals for the Fifth Circuit as well as before the Supreme Court

2026/2027 TCAP Board Biographies

(alphabetical order)

of the United States. He was the genesis of the gang injunction program in Wichita Falls, and has become the leading authority on gang injunction litigation in Texas. Kinley was recognized by the International Municipal Lawyers Association as a Local Government Fellow in 2014 and was awarded the Susan Rocha Award for Outstanding Service by an Assistant City Attorney in June 2014 by the Texas City Attorneys Association. In addition to representing the City, Kinley is the legal advisor for the Wichita Falls Economic Development Corporation, 4B Sales Tax Corporation, and the City-County Hospital Board. He is also the City's representative to the Atmos Cities Steering Committee and the ONCOR Cities Steering Committee. Kinley has 2 children, Timothy and Gabrielle. He is a current member of the Board of Directors for United Regional Health Care System.



Nicole Ganey, City of Deer Park

I am a highly motivated, dedicated, and ambitious municipal finance professional with over eight years experience in local government. I am experienced in a broad range of municipal financial functions. I started my local government career as a Utility Billing Clerk and am currently serving as the Director of Finance for the City of Deer Park. In addition, I serve as the Secretary of the Gulf Coast Chapter Government Finance Officers Association (GCGFOA). I hold memberships in multiple other local government organizations. I would be honored to be considered to represent my peers on the Texas Coalition for Affordable Power (TCAP) Board of Directors.



Cesar Garcia, City of Kemah

Cesar Garcia is the City Administrator for Kemah, Texas, bringing nearly two decades of public service experience to the role. He holds a Master's degree in Sports Administration from the University of Miami and has a diverse background spanning parks and recreation, hospitality, events, economic development, and government operations. With a passion for energy, sustainability, tourism, and open government, he is honored to be nominated to serve on the TCAP Board. He is currently serving on TCMA Region 6 Board as the Secretary/Treasurer and well as Bay Area Houston Economic Partnership's Tourism Committee Chair.

Garcia's leadership philosophy centers on communication, empathy, and collaboration to drive progress and positive change within the community. As city Administrator, he focuses on advancing key infrastructure projects, fostering economic development, and ensuring the continued success of Kemah as a premier destination for residents and visitors alike.



Brady Olsen, City of Bedford

Brady Olsen has served Texas cities for the past nine years. He currently serves as the Director of Finance for the City of Bedford, where he applies his expansive knowledge of accounting, investments, and budgeting to lead a team of 17. Brady worked three years with Moody's Investor's Service as an Associate Analyst. During his tenure with Moody's, he reviewed rated and reviewed local government municipal bonds primarily in Texas. He also is a Certified Government Finance Officer and Registered Tax Assessor Collector. Brady is also a proud graduate of Texas A&M, where he holds both a Master's in Public Service and Administration and two Bachelor's degrees: Political Science and Economics. He is also an avid community volunteer. He serves on the board for the Women's

2026/2027 TCAP Board Biographies

(alphabetical order)

Center of Tarrant County and is a Member of the Government Finance Officers Association Legislative Committee, as well as many others.



Darrel Sharpe, City of Parker

I've lived in Parker for 6 years, originally moving to take advantage of its spacious lots and peaceful setting - all while being close to my place of work.

My family is my "Why." Husband of Sarah since 2001, we have been blessed by three children (Christian, Logan, and Katie). Christian serves in the Navy, and Logan and Katie attend Collin College. Our other family members - our border collies - keep us happy and busy.

I have a career spanning 3 decades in engineering, consulting and sales. I received my Bachelors of Science in Computer Engineering from the University of Missouri, later a Masters of Science in Computer Science from Johns Hopkins University in Baltimore.

While I'm originally from Missouri, Texas has been my home for over 15 years. As the saying goes, "I didn't have the good fortune to be born in Texas, but I got here as soon as I could."

I'm an avid cook, and I like to endanger the waistlines of my family with the cuisine of my adopted home like brisket as the cuisine of my family, like ragù.



Aaron Smith, City of Odessa

Aaron Smith serves as Assistant City Manager for the City of Odessa, bringing extensive operations, project management, and municipal leadership expertise. He is a past City Manager of Tulia Texas, Ogallala Nebraska, Whitehouse Texas and past City Administrator of Kemah Texas. In addition, Aaron served as a Senior Managing Director at Texas Tech University, Operations Division. With a strong focus on efficiency and innovation, Aaron oversees key initiatives that enhance the city's infrastructure, services, and community engagement. His commitment to excellence ensures that Odessa remains a vibrant and thriving place to live, work, and visit. Known for his collaborative approach, Aaron excels at streamlining processes and implementing strategic solutions that drive meaningful outcomes. His dedication to public service reflects a deep passion for building strong communities and fostering growth. Aaron enjoys staying connected to emerging trends in city management. He is a member of the Texas City Management Association. Aaron is married to his wife Jennifer, 19 years, and they have a 12 year old daughter.



Dewey Stoffels, City of Grapevine

Dewey Stoffels is the Environmental Manager for the City of Grapevine, where he manages environmental work in such a way as to promote prosperity while generating a sense of pride in the Grapevine community. His work product is intended to resonate the message "'Grapevine is a great place to visit', 'Grapevine is a great place to work', and most of all, 'Grapevine is a great place to live'".

Key program areas include:

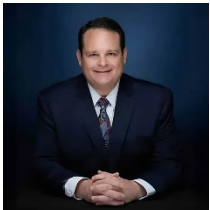
1. Materials Management: Overseeing trash, recycling, reuse, and hazardous waste to minimize environmental impact.

2026/2027 TCAP Board Biographies

(alphabetical order)

2. Water Quality Protection to ensure:
 - Potable and groundwater remain drinkable;
 - Lakes and streams stay swimmable and fishable;
 - Wastewater is efficiently treatable.
3. Vector Control: Combating disease-carrying mosquitoes for public health.
4. Air Quality and Sustainable Energy: Promoting efficiency and cleaner air.

Dewey's areas of research and study include: management, drinking water, wastewater, surface water, steam generation water quality, statistical problem solving, marketing, accounting, and law. He has worked as a solar grazer in the field of agrivoltaics, managed environmental affairs for three North Texas cities, taught college science labs for SFA, researched the effects of timber harvesting and lumber yard pollution in forest streams (assessed surface water physical and chemical parameters, benthic macroinvertebrates, & fish) for the US Forest Service, machined tens of thousands of fluid control valve components, worked constructing stock tanks, assembled thousands of airplane seats, waited on hundreds of tables, served a-many-of pizza waiting on customers, he's hauled countless bales of hay, and hand-picked a small mountain of rocks off of the farm field plains of the North Texas Blackland Prairie. He is grateful for God's grace and His creation.



Isaac Tawil, City of McAllen

Isaac Tawil is a proven community leader with over 25 years of dedicated service to Texas municipalities. His extensive experience and expertise span multiple facets of municipal governance, making him an invaluable asset to the communities he serves. On September 13, 2024, Mr. Tawil was appointed as the City Manager of McAllen, where he currently oversees the City's \$650 million budget and is responsible for the daily management of the City's international airport, two international ports of entry, cultural arts facilities and golf course among 36 city departments. Prior to serving as City Manager, Tawil served in the City Attorney's Office for nearly 13 years, most recently as City Attorney, where he provided McAllen with practical legal and management advice on a wide array of issues. His role in negotiating and composing first-of-their-kind economic development agreements and fostering international relationships designed to stimulate local economic growth has been instrumental in McAllen's continued prosperity. Mr. Tawil has significant experience working with airports, public safety, code compliance, human resources, public infrastructure development, land acquisition, real estate, cultural arts, complex construction management, municipal finance, public utilities, and capital improvement procurement. His experience with intergovernmental federal and state cooperation, community and social services, grant compliance, emergency management, and healthcare systems further underscore his comprehensive understanding of municipal operations. Mr. Tawil holds a Bachelor of Arts degree from the University of Texas at Austin and a law degree from St. Mary's University School of Law. He is an active member of Temple Emanuel and enjoys spending time with his wife and three children.



Omar Williams, City of Fate

Omar Williams serves as the Assistant to the City Manager for the City of Fate, Texas, where he supports strategic planning, organizational development, and major capital initiatives that strengthen community infrastructure and enhance resident engagement.

2026/2027 TCAP Board Biographies

(alphabetical order)

He began his public service career in 2012 with the U.S. Navy, serving five years on active duty as a Hospital Corpsman. Following his military service, he worked for the federal government as an auditor, conducting program and performance reviews. Before joining the City of Fate, Omar spent three years with the Texas Coalition for Affordable Power (TCAP), where he served as Assistant to the Executive Director after completing a graduate internship.

Omar holds a B.A. in English from the University of Kansas and an M.P.A. from the University of North Texas. He currently serves on the Texas Advisory Committee for the U.S. Global Leadership Coalition and the Fund for Veterans' Assistance Advisory Committee under the Texas Veterans Commission. He is also a member of the Texas City Management Association (TCMA), International City/County Management Association (ICMA), and the National Forum for Black Public Administrators (NFBPA).

Favorite Quote: "The most damaging phrase in the language is 'We've always done it this way.'" — Rear Admiral Grace Hoppe

**STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL**

MEETING DATE: DECEMBER 16, 2025

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

SUBJECT

Kennedale FD Contract providing Fire and EMS Services to Tarrant County ESD1 - FY 2026

ORIGINATED BY

Eric Peterson, Fire Chief

SUMMARY

This is a recurring contract with Tarrant County Emergency Services District 1 for the Kennedale Fire Department to respond to designated areas within the unincorporated area of Tarrant County located along our city limits. Mapping is attached to define the area of Tarrant County that is assigned to Kennedale FD. Monthly reports are provided to the ESD on emergency responses that Kennedale FD responded to within that defined area. Funding is provided and paid to the City of Kennedale quarterly. A flat payment of \$25,000 is provided for each year after renewing the contract. FY26 funding for Fire responses totals \$42,133, and EMS responses total \$22,400.

RECOMMENDATION

Approval; and Recommendation to the Council to also Approve this Item

ATTACHMENTS

1.	Kennedale FD Municipal Contract - FY 2026	Kennedale FD Municipal Contract - FY 2026.docx
2.	TCESD map area of KFD response	TCESD map area of KFD response.pdf

**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2025 by and between **TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF KENNEDALE**, hereinafter called "The City", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby firefighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of TARRANT County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with THE CITY which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, THE CITY currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, THE CITY represents and warrants that it is in full compliance with any and all local, federal, and state laws applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas.

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I DEFINITIONS

Section 1.01 Findings of Fact - The DISTRICT and THE CITY find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions - The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT - Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT - Shall mean an act or circumstance by either party to this contract, which violates or results in non-compliance with this Contract or any provision herein.

CONTRACT - This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES - District policies if any, in effect on the date the contract is signed by both parties.

THE CITY - The **CITY OF KENNEDALE** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT - **TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, A political subdivision of the State of Texas was created and operating pursuant to Section 48- e of Article III of the Texas Constitution and the Act.

EMERGENCY - A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire The City, emergency medical service or 911 network.

EMERGENCY SERVICES - As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a "Emergency Medical Services Provider" as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of THE CITY to provide specialized services in addition to those required above.

FACILITIES - The firefighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by THE CITY pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more Fire Departments to respond to formal requests for assistance under specific conditions. An on-scene or responding primary Fire Department calls for assistance that has not been

pre- arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of THE CITY as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation may be adjusted accordingly for any amended boundaries with negotiations between THE CITY and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of THE CITY are described in Appendix "A," attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up-to-date map of the DISTRICT and THE CITY'S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations - The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 The City's Representation and Warranties - THE CITY hereby makes the following representations and warranties as the basis for the undertakings on the part of THE CITY herein contained:

1. THE CITY, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. THE CITY, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms,
4. conditions or provisions of any restriction or any agreement or instrument to which THE CITY is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of THE CITY.

5. THE CITY shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes THE CITY'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by THE CITY or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between THE CITY and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by THE CITY. THE CITY shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched. response shall be defined as notification made to dispatch by The Department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within 90 Seconds of being alerted to an emergency incident. If during any one-month time period, THE CITY is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with THE CITY Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that THE CITY fails to respond to more than 20% of the calls for assistance in their jurisdiction, THE CITY's quarterly payment amount shall be divided by the total number of calls dispatched for that month and payment made to The City(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract without verifiable justification of extenuating circumstances.
6. THE CITY warrants and represents that it shall comply in good faith with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to THE CITY and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted THE CITY and DISTRICT policies currently in effect.
7. THE CITY shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.
8. THE CITY shall ensure that personnel have the following minimum training.

All personnel entering into IDLH atmosphere must a minimum of Basic Firefighter certification through the Texas Commission Fire Protection. No person shall enter these areas without the above certifications under any circumstances. Annual training requirements to maintain certifications in Active status must also be maintained, have Live Fire Prerequisites (or equivalent) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the DISTRICT, or other certified TCFP training facility; Personnel that already have NFPA FF 1 certifications or greater are not required to attend the SCBA Part B and Live

Burn class taught by the DISTRICT, but it is recommended.

9. THE CITY shall ensure that personnel responding to Emergency Medical calls have the following Certifications/License:

Shall have current Texas Department of State Health Services (DSHS) for ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or EMT-Licensed EMT-Paramedic

Shall have current CPR certification.

Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.

Proctors for testing shall be authorized by The City's and/or the District's Medical Director.

All members shall adhere to the Provider's Medical Director's emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive vests, helmets, or other methods

10. THE CITY warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of The City (TCFP) or Firefighter I
Certification (TCFP or SFFMA) and ICS –100 and
IS-700

11. THE CITY shall ensure that at least 100% of all personnel participating in emergency operations have completed a minimum of 20 hours of training approved by the DISTRICT, SFFMA, or TCFP, for the previous 12-month period beginning August 1 of the previous contract year and ending July 3rd of the contract year.

12. THE CITY shall ensure that all responses to emergencies include the following minimum staffing levels:

- a. Brush trucks or light rescue vehicles will be staffed with a minimum of two fully certified personnel through TDSHS and SFFMA or TCFP.
- b. Fire engines will be staffed with a minimum of three fully certified personnel through TDSHS and SFFMA or TCFP.
- c. Tankers operating as fire engines will require the same staffing as fire engines in 11. b.
- d. Tankers operating as a water supply only for shuttle operations will require a minimum of one fully certified person through TDSHS and SFFMA or TCFP.
- e. These are minimum staffing requirements. Staffing over the minimum required is at the discretion of the Fire Chief of the contract Fire The City.
- f. Any deviation from the minimum staffing requirements above must be justified by The City or with prior approval from the Executive Director or his designee.

13. THE CITY will utilize the Tarrant County Regional Communications Center (TCRCC) for all dispatch and fire ground communications during incidents occurring within Tarrant County Emergency Services District #1.

Section 2.03 Joint Representations - No member of the DISTRICT or THE CITY has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of THE CITY shall be an interested party or a party which benefits from any conduct of business by THE CITY or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of THE CITY or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III SERVICES TO BE PROVIDED

Section 3.01 General - During the term of this Contract, THE CITY agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement - THE CITY hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and emergency resources available to the DISTRICT, the parties acknowledge that THE CITY may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits - THE CITY agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is THE CITY'S sole responsibility to renew and maintain its status as a "Emergency Medical Services Provider" as defined by Chapter 773, Texas Health and Safety Code. THE CITY'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to THE CITY until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation - The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by THE CITY. Such responsibilities belong **solely** to THE CITY.

Section 3.05 Compliance with Governmental Requirements - THE CITY shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules,

and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over THE CITY.

Section 3.06 Liaison - The City Manager, Administrator of Record (Sec 773.05711) or designee, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of The City- Notwithstanding anything in this Contract which may be construed to the contrary, THE CITY and all of its personnel, employees, members, volunteers or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. THE CITY and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and THE CITY do not waive, nor shall it be deemed to waive, any rights, defenses or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section

791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid - THE CITY agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. THE CITY further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating - In order to accomplish a County-wide ISO rating improvement, THE CITY agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance - THE CITY or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. THE CITY agrees to carry public liability insurance with respect to the facilities

through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.

2. THE CITY agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a municipal government or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of THE CITY as the named insured.
4. If insurance is not provided THE CITY will be considered in breach of contract. All payments made by the DISTRICT to THE CITY shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage - THE CITY shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from THE CITY'S performance under this contract. THE CITY recognizes that the DISTRICT has no responsibility to furnish this coverage, and THE CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, THE CITY will be considered in breach of contract. All payments made by the DISTRICT to THE CITY shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification - To the fullest extent allowed by law, THE CITY shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of THE CITY or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. To the extent permitted by applicable law, the DISTRICT shall indemnify and hold THE CITY, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where THE CITY is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or THE CITY waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding

assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. THE CITY or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and THE CITY agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual THE CITY or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. THE CITY and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District-

1. Payment for Services - The length of this Contract will be from October 1, 2025 through September 30, 2026. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate THE CITY for firefighting services provided by THE CITY in the amount of **\$42,133** payable in quarterly installments of **\$10,533** on or before the 25th of the month after the end of a fiscal year quarter. Emergency Medical Services Funding in the amount of **\$22,400** payable in quarterly installments of **\$5,600** on or before the 25th of the month after the end of a fiscal year quarter. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if THE CITY is in breach of this Contract and reserves its right of non-appropriation.
2. Advance Funding Annual Flat Rate Payment - Each contract fire The City will receive a flat rate payment of **\$25,000** by October 31st of every fiscal year while they are participating as a contract fire The City. This payment is intended to help offset the operational costs of the contracting fire The City.
3. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to THE CITY are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and THE CITY, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of THE CITY shall

remain the sole property of THE CITY unless District funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of THE CITY, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of THE CITY, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

ARTICLE VI ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by THE CITY, in whole or in part without obtaining the prior **written** consent of the DISTRICT. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate this Contract or reduce, expand, modify or otherwise change or terminate the Service Area of THE CITY as may be necessary for the protection of its citizens or if THE CITY breaches any provision of this Contract. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of THE CITY without THE CITY'S approval.

ARTICLE VII MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations - THE CITY shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by THE CITY under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of THE CITY. The parties acknowledge that the nature of THE CITY'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition THE CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to THE CITY may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment - THE CITY shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service THE CITY will notify Fire Dispatch.

Section 7.03 Reports and Other Information -

1. The DISTRICT may purchase one license for the current electronic Record Management System (RMS) software for THE CITY.
2. THE CITY shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. THE CITY shall complete a basic incident report in RMS within 24 hours of completion of each of THE CITY's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by The City's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, THE CITY shall submit to TXFIRS via the RMS, the previous month's incident reports.
5. All Training activities of The Department must be entered into RMS by the end of the month the activity occurred.
6. THE CITY must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to THE CITY shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.
7. THE CITY shall submit to the DISTRICT, upon request, the contracting city's most recently completed audit for the fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification- THE CITY shall ensure that each of its members has a current identification card. Each member of THE CITY is required to have in their possession THE CITY identification card anytime they are performing their duties for THE CITY.

The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARTMENT is responsible to make arrangements to have new member's cards made, lost cards replaced, and return cards of members that are no longer with THE CITY.

Section 7.05 Term of Contract - This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2025 and ending at 12:00 midnight on September 30, 2026. It is understood by THE CITY and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2026.

Section 7.06 Termination of Contract by Mutual Agreement - This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. If either party elects to terminate this agreement, a 60-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 60-day written notice of non-renewal is also required prior to September 30 of contract year. If the Contract is terminated for any reason by either party, THE CITY understands that it will ~~no longer receive compensation for services that are no longer provided under contractual~~

obligation.

Section 7.07 Termination of Contract for Breach - This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and THE CITY.

Section 7.08 Rights on Termination - To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices - All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO.1
4900 River Oaks Blvd.
River Oaks, TX 76114

If to the **THE CITY**:

CITY OF KENNEDALE
405 Municipal Dr.
Kennedale, TX 76060

The DISTRICT or THE CITY may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect - This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and THE CITY, and their respective successors and assigns.

Section 7.11 Severability - In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart - This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions - The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship - Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, THE CITY is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation. Any rights that THE CITY may have under this Contract may not be assigned without the express written permission of the DISTRICT.

Section 7.15 Governing Law - The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be

expended by either party shall be from current revenues.

Section 7.16 Enforcement - In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in TARRANT County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in TARRANT County, Texas. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or THE CITY is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if THE CITY is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting its remedies, terminate this agreement, withhold funds from THE CITY, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure - To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms - The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications - The main form of daily communications between the DISTRICT and THE CITY shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and THE CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2025.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT #1
4900 River Oaks Blvd.
River Oaks, TX 76114

By: _____

Donnie Davis, President

Sworn and subscribed to me this _____ Day of _____, 2025.

SEAL:

Notary Public, State of Texas

ATTEST:

BY: _____
Richard Casarez, Secretary

Sworn and subscribed to me this _____ Day of _____, 2025

Notary Public, State of Texas

SEAL

Contract Affidavit

In witness thereof, the DISTRICT and THE CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this ____ Day of _____, 2025

CITY OF KENNEDALE
405 Municipal Dr.
Kennedale, TX 76060

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this ____ Day of _____, 2025.

Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

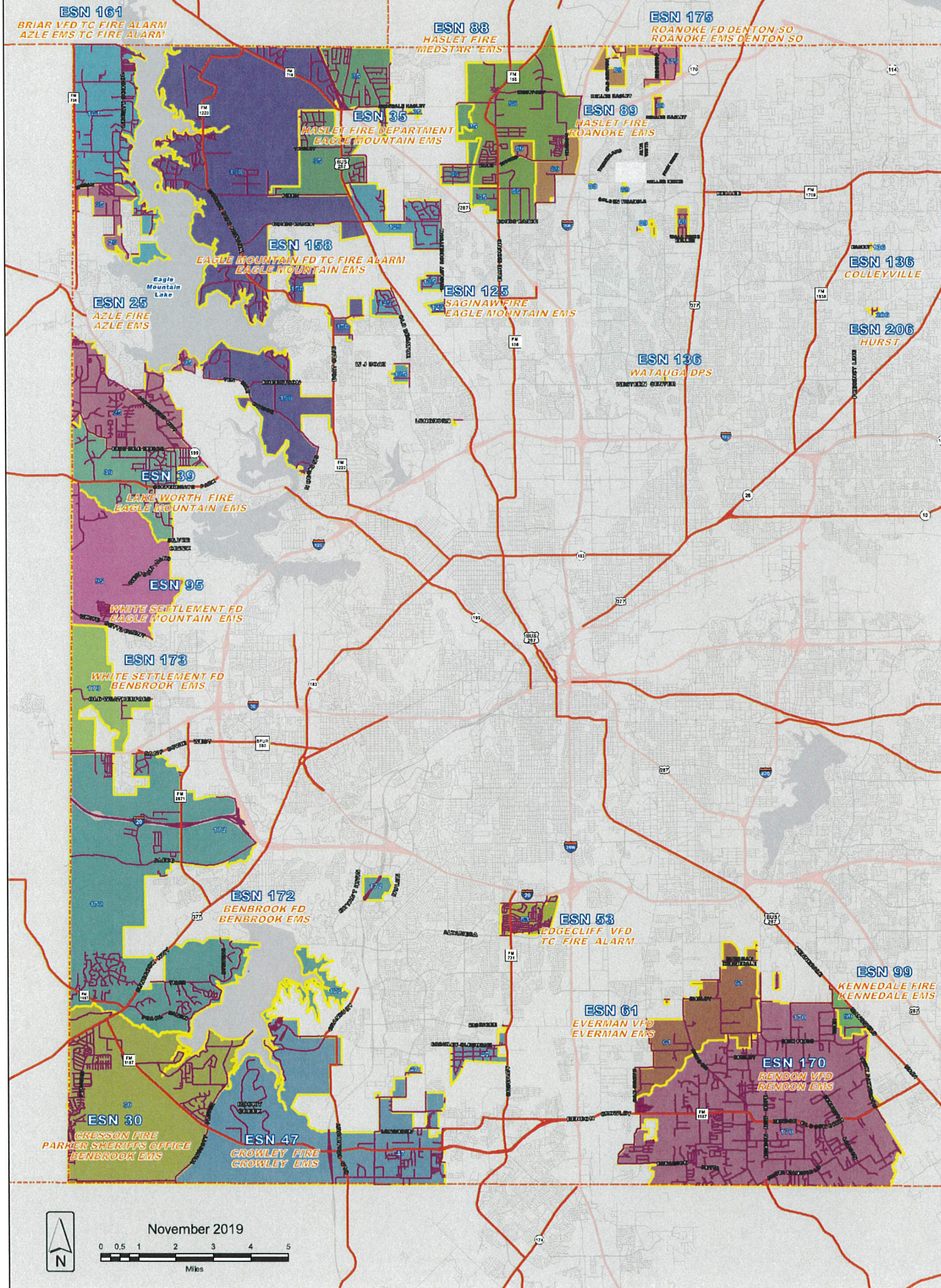
Printed Name

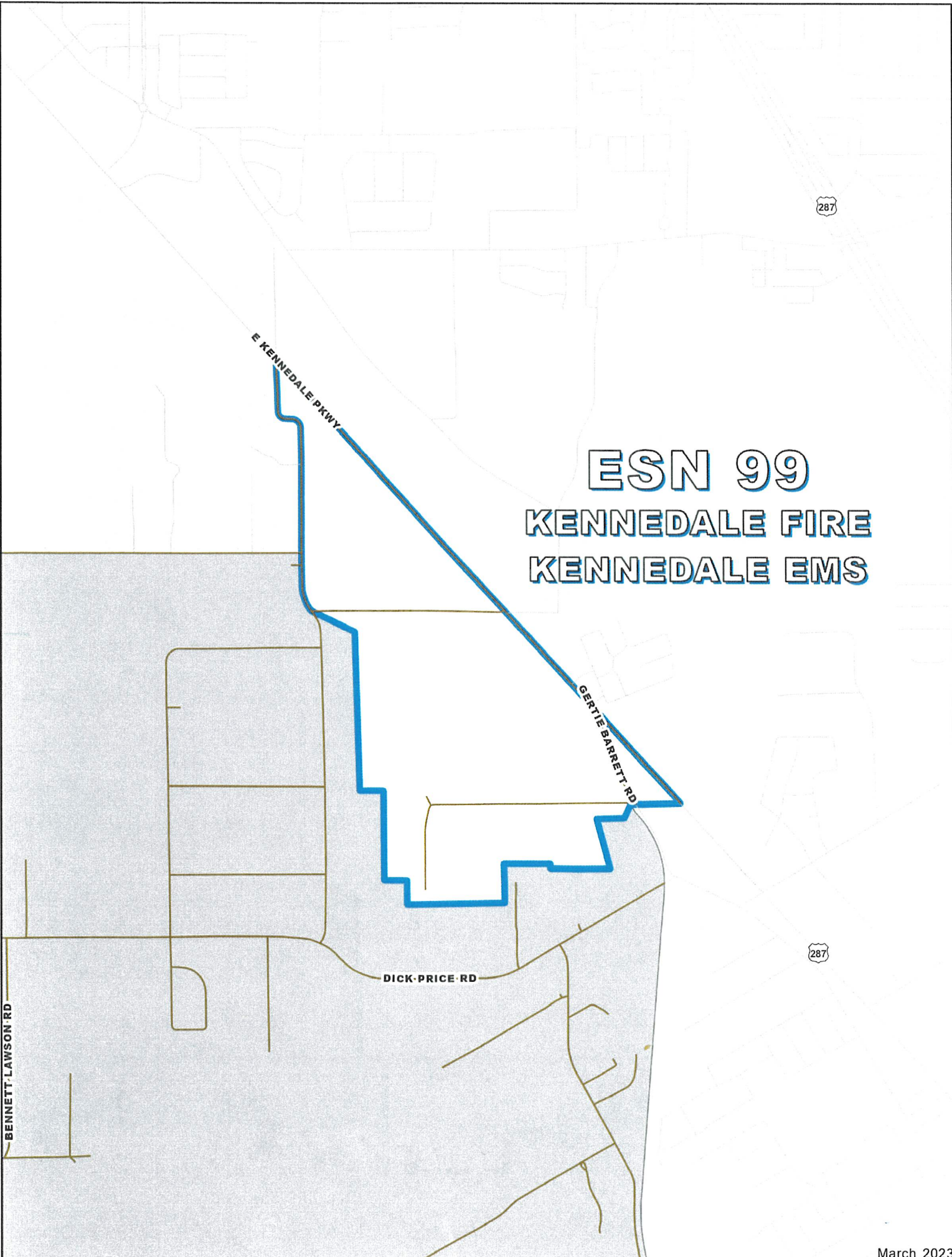
Sworn and subscribed to me this ____ Day of _____, 2025

Notary Public, State of Texas

SEAL

Tarrant County Emergency Service District 9-1-1 Map





ESN 99
KENNEDALE FIRE
KENNEDALE EMS

BENNETT LAWSON RD

E KENNEDALE PKWY

GERTIE BARRETT RD

DICK PRICE RD

287

287



MEETING DATE: December 16, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM **IV. CXX**

SUBJECT:

Consider the approval of a Professional Services Agreement with Freese and Nichols for Conceptual Design on the N. Little School Road Extension Project (Phase 1).

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

With development and growth comes a demand for infrastructure improvements; so, in June 2023, the City of Kennedale solicited the services of Freese and Nichols Incorporated, FNI, to provide a project cost summary for the extension of Little School Road from Kennedale Parkway (BUS 287) to Dick Price Road. Subsequently, three alignment alternatives were provided. This initial project phase (Phase 1) consists of the extension from Kennedale Parkway to New Hope Road, which will be a four-lane divided segment of about 3,000 linear feet.

Apart from providing for future development and mobility, this project will eliminate any downtime to emergency responses at the New Hope railroad crossing as well as inconveniences to our citizenry. Also, Tarrant County has pledged \$6,531,250.00 through its 2021 Transportation Bond Program (2021 TBP) towards this project.

RECOMMENDATION:

Staff recommends that the Kennedale's City Council authorize the approval of this Conceptual Design Agreement (Phase 1) for One Million One Hundred and Eighty Thousand dollars, \$1,180,000.00, with Freese and Nichols, Inc.

ATTACHMENTS:

November 20, 2025

Mr. Darrell Hull
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Re: Little School Road Extension (Phase I) – Conceptual Design Agreement

Dear Mr. Hull:

Freese and Nichols, Inc. (FNI) is pleased to submit this scope of services and agreement for professional engineering services to prepare conceptual 30% design for the extension of Little School Road from Kennedale Parkway. The scope of services is outlined in attached PSA.

For this scope of services, we propose a Basic Services fee of \$535,000 and a Special Services fee of \$645,000. Special services include topographic survey, subsurface utility engineering, traffic analysis, geotechnical investigation, hydrology and hydraulic analysis, permitting, and design contingency. The total proposed fee for basic and special services is \$1,180,000 as summarized in the attached fee summary.

Thank you for the opportunity to be of service to the City of Kennedale. If you have any questions concerning this agreement, please do not hesitate to contact me at 817-735-7316.

Sincerely,
FREESE AND NICHOLS, INC.



Sidney Green Jr., P.E.
Project Manager

Attachments:

- Professional Services Agreement
- Attachment A – Scope for Engineering Design Related Services
- Project Schedule
- Attachment CO – Compensation
- Attachment TC – Terms and Conditions of Agreement

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Kennedale, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as N Little School Road Extension (Phase 1) – Conceptual Design.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$535,000.00 and cost plus maximum (CPM) fee of \$645,000.00 for a total compensation of \$1,180,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

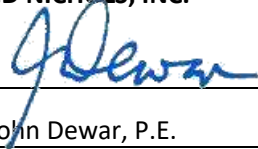
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF KENNEDALE, TEXAS

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By:  _____
Name: John Dewar, P.E.
Title: Principal / Vice President
Date: 11/20/2025
Attest:  _____

ATTACHMENT “A”

Scope for Engineering Design Related Services for

Little School Road Extension (Phase 1) – Conceptual Design

The scope set forth herein defines the work to be performed by Freese and Nichols, Inc. (ENGINEER) and City of Kennedale (CLIENT) in completing the project. Both the CLIENT and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

PROJECT DESCRIPTION AND ASSUMPTIONS

CLIENT has requested that ENGINEER provide conceptual design services for the N Little School Road Extension (Phase 1) project from Kennedale Parkway (BUS 287) to New Hope Road. CLIENT has received funding from Tarrant County through the County’s 2021 Bond Program. The proposed improvements will include a 4-lane divided roadway section with sidewalk on both sides for approximately 3,100 linear feet. The overall project includes the design for roadway, storm drainage, bridge, railroad overpass, retaining walls, landscaping, traffic signal, and illumination improvements along Little School Road. The four (4) project subareas can be described as follows:

- Installation of full traffic signal at Kennedale Parkway and N Little School Road intersection. Traffic signal to be serviced by hard-wired electrical connection (alternating current power source). The location of the power source will be coordinated with Oncor Electric by ENGINEER.
- Design of bridge for grade-separated crossing over Union Pacific Railroad (UPRR) tracks and right-of-way.
- 4-lane divided roadway with 16-foot median and sidewalk on both sides from New Hope Road to proposed bridge
- 3-Legged roundabout or full traffic signal at New Hope Road and N Little School Road intersection. For New Hope Road improvements, it is assumed the New Hope Road pavement section will remain a 2-lane undivided roadway (typical).

ENGINEER previously worked with CLIENT to conduct an alignment study to select the CLIENT’s preferred alignment. During the alignment study phase, ENGINEER developed a Drainage Analysis Technical Memo, Environmental Site Assessment, Texas Historical Commission Letter, and Environmental Permitting Memo for the preferred alignment.

Design assumptions:

- Project will be designed according to current Texas Department of Transportation (TxDOT) design guidelines.
- The project will be approximately 3,100 feet long with limits from Kennedale Parkway to New Hope Road.
- Design speed will be 40 mph.
- Roadway Classification: Major Collector
- The project will be funded using local and Tarrant County funding sources.

WORK TO BE PERFORMED

Basic Services

- Task 1. Design Management**
- Task 2. Conceptual Design (30%)**

Special Services

- Task 3. Topographic and Boundary Survey**
- Task 4. Subsurface Utility Engineering (SUE)**
- Task 5. Traffic Analysis**
- Task 6. Geotechnical Investigation**
- Task 7. Hydrology and Hydraulics**
- Task 8. Permitting**
- Task 9. Design Contingency**

ENGINEER will render the following professional engineering services in connection with the development of the project:

BASIC SERVICES

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to make efficient and effective use of ENGINEER's and CLIENT's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CLIENT's Project Manager and others as necessary to make progress on the work. ENGINEER will:

- A. Complete internal project setup.
- B. Conduct pre-design project kickoff meeting with CLIENT.
- C. Conduct and document up to four (4) project update or review meetings with CLIENT Project Manager (not including post-submittal meetings).
- D. Conduct monthly internal design team coordination meetings.
- E. Prepare and submit monthly invoices with project status reports (up to 10).
- F. Prepare baseline design schedule and schedule updates as needed.
- G. Make up to two (2) site visits to become familiar with site and observe existing conditions.

DELIVERABLES

- i. Meeting summaries with decisions and action items
- ii. Baseline design schedule and necessary updates
- iii. Monthly Invoices and Project Status Reports

TASK 2. CONCEPTUAL DESIGN (30%)

- A. ENGINEER will collect relevant project data (such as contour data, aerial imagery, and record drawings) from CLIENT and other available sources.
- B. In addition to data obtained from the CLIENT, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project such as traffic volumes, crash data, utility, agency, or local records
- C. ENGINEER will provide 30% Design services to the CLIENT with the following design plans. All information listed will be provided on the design plans:

GENERAL

- COVER SHEET
- INDEX OF SHEETS
- GENERAL NOTES
- PROJECT LAYOUT AND SURVEY CONTROL
- HORIZONTAL ALIGNMENT DATA
- ALIGNMENT PLAN
- TYPICAL SECTIONS
- ROW AND EASEMENT PLAN
- EXISTING UTILITY LAYOUT
- REMOVAL PLAN

CONSTRUCTION PHASING PLAN

- CONSTRUCTION PHASING NARRATIVE
- DETOUR PLAN

ROADWAY

- ROADWAY KEY MAP
- ROADWAY PLAN AND PROFILE
- RAILROAD CROSSING PLAN
- ROUNDABOUT LAYOUT PLAN

BRIDGES

- BRIDGE LAYOUT
- TYPICAL TRANSVERSE SECTION
- FOUNDATION LAYOUT
- PRELIMINARY QUANTITIES

RETAINING WALL

- RETAINING WALL KEY MAP
- RETAINING WALL PLAN AND PROFILE

DRAINAGE

- OVERALL DRAINAGE AREA MAP
- DETAILED DRAINAGE AREA MAP
- CULVERT PLAN AND PROFILE
- STORM DRAIN PLAN AND PROFILE

UTILITIES

- MINOR UTILITY ADJUSTMENTS PLAN

ILLUMINATION

- ILLUMINATION AND CONDUIT LAYOUT

TRAFFIC SIGNAL

- EXISTING INTERSECTION LAYOUT AT KENNEDALE PARKWAY
- PROPOSED SIGNAL LAYOUT AT KENNEDALE PARKWAY
- EXISTING INTERSECTION LAYOUT AT NEW HOPE ROAD
- PROPOSED INTERSECTION LAYOUT AT NEW HOPE ROAD

TRAFFIC

- PAVEMENT MARKING AND SIGNAGE PLAN

CROSS SECTIONS

- CROSS SECTIONS

- D. ENGINEER will develop an opinion of probable construction cost (OPCC) based on each design submittal. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, bid results from previous CLIENT projects of similar type, and ENGINEER experience and engineering judgement.
- E. ENGINEER will prepare construction specification documents utilizing CLIENT or ENGINEER standard documents.
- F. ENGINEER will conduct QA/QC and constructability review of the design deliverables.
- G. ENGINEER will attend one (1) post-submittal meeting with CLIENT.
- H. Design Plans, Specifications, and OPCC deliverables will be delivered to CLIENT in PDF format.

DELIVERABLES

- i. 30% Design Plans
- ii. 30% Opinion of Probable Costs (OPCC)

SPECIAL SERVICES

TASK 3. TOPOGRAPHIC AND BOUNDARY SURVEY

- A. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). Elevations will be referenced to NAVD88 and computed using GEOID18.
- B. Research current property owners and obtain copies of subdivision plats and ownership deeds. Existing easements referenced in the plats/deeds will also be obtained, and any additional easement documents provided by ENGINEER or CLIENT will be plotted and added to the property base map. This task does not include effort for property title searches or additional research for easements not included in the currently available county appraisal district information, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.
- C. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.
- D. Design survey will be performed within project area (approximately 3,000 linear feet) to include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, tops and toes of slopes, spot elevations, trees six (6) inches and greater in diameter (noting size and common name), surface locations of utilities and flowline elevations of sanitary and storm sewer manholes (where accessible), and other visible surface features.
- E. Prepare property base map showing existing property/ROW lines along with lot & block numbers, abstract numbers, street names, property addresses, and property owner names.
- F. Provide a digital design survey drawing in AutoCAD Civil3D (.dwg) format prepared to ENGINEER standards showing visible surface features located, an ASCII point file, a LandXML surface, a set of site photos, and a copy of field notes and field sketches.
- G. Stake location of up to thirty (30) boreholes and provide horizontal and vertical location of staked boreholes.

It is assumed that CLIENT will handle all right-of-entry coordination for areas within private property.

DELIVERABLES

- i. CAD file containing survey linework

TASK 4. SUBSURFACE UTILITY ENGINEERING (SUE)

- a. ENGINEER will perform the Level B Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been

established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

Quality Level D (QL"D") – Information derived from existing utility records;

Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.

Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.

Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

- b. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.
- c. ENGINEER will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).
- d. ENGINEER will provide appropriate traffic control measures (barricades and signs).
- e. ENGINEER will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, ENGINEER will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from CLIENT in advance. ENGINEER will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

DELIVERABLES

- i. CAD file containing SUE linework
- ii. 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by ENGINEER and delivered to the CLIENT in electronic PDF form.

TASK 5. TRAFFIC ANALYSIS

Perform traffic analysis at the following two intersections along the N Little School Road Extension between Kennedale Parkway and S New Hope Road. The purpose is to evaluate alternative intersection control options and recommend potential improvements. Services will be rendered as defined and captured herein.

- a. Existing intersection of N Little School Road at Kennedale Parkway
- b. Future 3-legged intersection of N Little School Road at S New Hope Road

A. PROJECT MANAGEMENT AND MEETINGS

- a. Provide Project Management services including project coordination and communications with CLIENT and monthly status updates.
- b. Conduct a kick-off meeting (virtual) with CLIENT staff to discuss the study approach methodology, data collection, deliverables, and schedule for completion.
- c. Conduct one (1) review meeting (virtual) with CLIENT staff to review the results of the analysis, study recommendations, and project coordination, as needed.

B. DATA COLLECTION AND REVIEW

- a. Collect Traffic Counts: Gather current traffic counts as described below. ENGINEER will engage GRAM Traffic, NTX to collect the traffic data.
 - i. 24-hour turning movement counts (TMC) at the intersection of Kennedale Parkway and N Little School Rd.
 - ii. 24-hour Bi-directional Classification Counts at S New Hope Road, south of Kennedale Seniors Apartments.

Traffic counts will be collected on Tuesday, Wednesday, or Thursday, while schools are in session.

- b. Review and summarize: the traffic count data for input into the following analysis.
- c. Gather Existing Data: Perform desktop review of the regional roadway network plan and assemble data necessary for subsequent traffic analyses to include.

C. TRAFFIC VOLUME FORECAST

- a. Historical Traffic Data: gathering historical traffic data from adjacent roadways and determining growth rate for traffic forecast.
- b. Develop Peak Hour Traffic Volumes for Analysis: for the opening year 2028 and horizon year 2048 for the two intersections. The forecasted volumes will include traffic re-distribution considering the construction of N Little School Road Extension.

D. SIGNAL WARRANT ANALYSIS

- a. Perform traffic signal warrant analysis: for the following two intersections based on volumes (Warrant 1, 2 & 3) as set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The warrant analysis would be based on the opening year 2028 traffic forecast and geometric conditions.
 - i. N Little School Road at Kennedale Parkway; and
 - ii. N Little School Road at S New Hope Road.
- b. Prepare a signal warrant memorandum: documenting the analysis and results.

E. TRAFFIC ANALYSIS FOR INTERSECTION ALTERNATIVES

- a. The analysis will be performed using the SYNCHRO traffic analysis software and use vehicular delay and Level of Services (LOS) as measures of effectiveness. Analysis will be performed for the following intersection scenarios:
- b. N Little School Road at Kennedale Parkway intersection: Perform AM and PM peak hours analysis for:
 - i. Existing conditions;
 - ii. Opening year 2028 signalized alternative; and
 - iii. Horizon year 2048 signalized alternative.
- c. N Little School Road at S New Hope Road: Perform AM and PM peak hours analysis for:
 - i. Opening year 2028 signalized alternative;
 - ii. Opening year 2028 roundabout alternative;
 - iii. Horizon year 2048 signalized alternative; and
 - iv. Horizon year 2048 roundabout alternative;
- d. Identify and Recommend Potential Improvements: Based on the findings of the operations analysis of alternatives, and warrant analysis, identify and discuss comparative benefits and disbenefits of the various intersection control options and configurations to develop recommended treatments to the two study intersections.

F. PREPARE TECHNICAL REPORT

- a. Draft Technical Report: Prepare a draft technical report documenting the data, analysis, findings, and recommendations of the study and submit it to CLIENT for review and comment. CLIENT will provide one consolidated set of City Staff review comments. The draft report will be submitted in electronic PDF format.
- b. Final Technical Report: Prepare a final technical report (PDF format) addressing the draft review comments and submit it to CLIENT.

DELIVERABLES

- i. Traffic count data
- ii. Technical memorandum

TASK 6. GEOTECHNICAL ENGINEERING

The purpose of this investigation is to perform a geotechnical field exploration, laboratory testing, and provide geotechnical design and construction recommendations for the bridge foundation, retaining walls, bridge-class culverts, and pavements.

A. Field Exploration

a. Geotechnical Exploration Program

Structure Type	Number of borings	Proposed Depth (feet)	Total Footage (feet)
Bridge	18	100	1,800
Retaining Wall	8	35	280
Bridge-Class Culvert	2	30	60
Pavement	2	20	40
Total			2,180

B. Laboratory Testing

- a. Laboratory testing will be conducted on selected samples that are representative of the materials obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other established procedures.
- b. The following tests will be performed:
 - i. Moisture Content
 - ii. Atterberg Limits
 - iii. Passing Number 200 Sieve
 - iv. Grain Size Analysis – Hydrometer and sieve analysis
 - v. Unconfined Compressive Strength in Soil and Rock
 - vi. One-Dimensional swell
 - vii. Unconsolidated Undrained (UU) Triaxial
 - viii. Chloride and sulfate content
 - ix. One-dimensional consolidation
 - x. CU triaxial test
 - xi. Direct Shear test

C. Geotechnical Report

- a. A geotechnical report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:
 - i. Plan of borings,
 - ii. Laboratory and field test results,
 - iii. Regional and site geology,
 - iv. Generalized groundwater and subsurface soil conditions,
 - v. Deep foundation recommendations for the proposed bridge, including axial capacity and lateral load design parameters,
 - vi. Retaining wall design and construction recommendations,
 - vii. Results of slope stability analysis,
 - viii. Pavement recommendations,
 - ix. Pavement subgrade preparation recommendations
 - x. Bridge-class culvert recommendations,
 - xi. Construction considerations, and
 - xii. General earthwork recommendations

DELIVERABLES

- i. Boring logs
- ii. Testing documentation
- iii. Geotechnical report

TASK 7. HYDROLOGY AND HYDRAULICS

A. Hydraulic Analysis of VC-4A

a. HEC-RAS Model Revisions

- i. ENGINEER will leverage the previous conceptual analysis and model.
- ii. ENGINEER will adjust the cross-section layout/elevation, invert elevations, geomorphic design elements and culvert dimensions in the previously created HEC-RAS model.

B. Technical Report

C. CLOMR/LOMR and FEMA coordination is not included as part of this scope of work.

- i. Based on 2023 ENGINEER's conceptual study analysis, no CLOMR is anticipated due to the no-rise reported in the initial study. If a rise is present after design elements are incorporated into the model, a CLOMR will be required and will be an additional service.

D. ENGINEER will perform a QA/QC on the plan set sheets and calculations relating to the proposed culvert design.

E. Closed System Drainage Design

- a. ENGINEER will perform a QA/QC on the plan set sheets and calculations relating to the closed system drainage design.

DELIVERABLES

- i. Technical memorandum

TASK 8. PERMITTING

- A. ENGINEER will provide permitting support for the CLIENT to obtain the following agreements and/or permits:
- a. Union Pacific Construction & Maintenance Agreement
 - b. TxDOT Driveway Permit
- B. ENGINEER will conduct and document up to four (4) coordination meetings with UPRR
- C. ENGINEER will conduct and document up to four (4) coordination meetings with TxDOT

DELIVERABLES

- i. Permit applications listed above

TASK 9. DESIGN CONTINGENCY

- A. This item will not be used unless specifically requested and authorized by CITY. Scope will be developed in the future for additional services to be covered by the task.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CLIENT and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CLIENT's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Additional PS&E (plans, estimate, and specifications) efforts beyond 30% Conceptual Design.
- Schematic design.
- Bid phase services.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Construction phase services.
- Construction management or inspection services.
- Materials testing or specialty testing services.
- Land acquisition or negotiation services.

- Condemnation support services (eminent domain, prepare condemnation package, testify as an expert witness in eminent domain proceedings, complex appraisals, etc.).
- Environmental analysis services.
- Public involvement or outreach services.
- Landscape architecture or urban design services.
- Grant application or grant administration services.
- Traffic analysis services.
- GIS mapping services or assistance with these services.
- TDLR/PROWAG plan review or construction inspection.
- LOMR or CLOMR related services.
- Providing value engineering studies or reviews
- Tree survey or mitigation.
- Nationwide permit pre-construction notification (PCN) submittal to the USACE
- Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- Additional field investigations or analysis required to respond to public or regulatory agency comments.
- NEPA Environmental Assessment (EA) or Environmental Impact Statement (EIS).
- USFWS Section 7 Consultation.
- Presence/Absence Survey for State or Federally Listed Threatened and Endangered Species.
- Biological Assessment for State or Federally Listed Threatened and Endangered Species.
- Permittee responsible mitigation plan for impacts to Waters of the US.
- Phase I/II/III Environmental Site Assessment (ESA).
- Stream and Wetland Condition Assessment.
- Other environmental services not included in the scope of work.
- Site visits and meetings in excess of the number of trips included.
- Providing renderings, models, and mock-ups requested by the CLIENT not already included in the project scope.
- Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CLIENT.

- Services related to development of the CLIENT's project financing and/or budget.
- Assisting CLIENT in claims disputes with CONTRACTOR(s).
- Assisting CLIENT in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- Preparing data and reports for assistance to CLIENT in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- Performing investigations, studies, and analysis of work proposed by construction CONTRACTOR(s) to correct defective work.
- Design, contract modifications, studies, or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Providing services to review or evaluate construction CONTRACTOR(s) claim(s), provided said claims are supported by causes not within the control of ENGINEER.
- Expert representation at legal proceedings or at contested hearings.
- Investigations, analyses, and studies requested by the CONTRACTOR and approved by the CLIENT, for substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services necessary due to the default of the CONTRACTOR.
- Field layouts or the furnishing of construction line and grade surveys (to be provided by the CONTRACTOR).
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT.
- Revising design/documents when such revisions are 1) inconsistent with approvals or instructions previously given by the CLIENT or 2) due to other causes not solely within the control of ENGINEER.
- Providing basic or additional services on an accelerated time schedule.
- Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

VALUE ENGINEERING

ENGINEER shall not be responsible for CLIENT's directive or substitution, or for CLIENT's acceptance of non-conforming Work, made or given without ENGINEER's written approval. In the event ENGINEER is asked to participate in any "value engineering" process, including but not limited to, utilizing substitution requests made by CLIENT, CONTRACTOR, CLIENT's Consultants, Subcontractors or others, CLIENT acknowledges that this entails certain inherent risks. These include, but are not limited to, reduced performance, increased life cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If ENGINEER has recommended to CLIENT in writing that CLIENT should not accept a value engineering proposal and if CLIENT chooses to accept and/or directs CLIENT to make revisions to the Construction Documents to include the objected to value engineering proposal and/or materials substitution proposals made by others, CLIENT agrees to accept these risks and the costs and consequences associated with them in order to achieve the perceived benefits of reduced construction costs and/or schedule acceleration, and CLIENT covenants not to sue and/or fully waives any claim against ENGINEER for the aforementioned value engineering.

SHEET LIST SUMMARY

SHEET NAME AND DESCRIPTION	TOTAL NUMBER OF SHEETS
<u>GENERAL</u>	
COVER SHEET	1
INDEX OF SHEETS	1
GENERAL NOTES	8
PROJECT LAYOUT AND SURVEY CONTROL DATA	1
HORIZONTAL ALIGNMENT DATA	1
ALIGNMENT PLAN	1
TYPICAL SECTIONS	4
ROW AND EASEMENT PLAN	10
EXISTING UTILITY LAYOUT	10
REMOVAL PLAN	10
<u>CONSTRUCTION PHASING PLAN</u>	
CONSTRUCTION PHASING NARRATIVE	1
DETOUR PLAN	2
<u>ROADWAY</u>	
ROADWAY KEY MAP	1
ROADWAY PLAN AND PROFILE	16
ROUNDBOUT LAYOUT PLAN	1

RAILROAD CROSSING PLAN	1
<u>BRIDGES</u>	
BRIDGE LAYOUT	8
TYPICAL TRANSVERSE SECTION	2
FOUNDATION LAYOUT	6
PRELIMINARY QUANTITIES	2
<u>RETAINING WALL</u>	
RETAINING WALL KEY MAP	1
RETAINING WALL PLAN AND PROFILE	6
<u>DRAINAGE</u>	
OVERALL DRAINAGE AREA MAP	1
DETAILED DRAINAGE AREA MAP	6
CULVERT PLAN AND PROFILE	1
STORM DRAIN PLAN AND PROFILE	6
<u>UTILITIES</u>	
MINOR UTILITY ADJUSTMENT PLAN	10
<u>ILLUMINATION</u>	
ILLUMINATION AND CONDUIT LAYOUT	6
<u>TRAFFIC SIGNAL</u>	
EXISTING INTERSECTION LAYOUT AT NEW HOPE ROAD	1
PROPOSED SIGNAL LAYOUT AT NEW HOPE ROAD	1
EXISTING INTERSECTION LAYOUT AT KENNEDALE PARKWAY	1
PROPOSED INTERSECTION LAYOUT AT KENNEDALE PARKWAY	1
<u>TRAFFIC</u>	
PAVEMENT MARKING AND SIGNAGE PLAN	10
<u>CROSS SECTIONS</u>	
CROSS SECTIONS	25
TOTAL NUMBER OF SHEETS	163

Number of sheets are estimated and are subject to change.

CLIENT STAFF RESPONSIBILITIES

CLIENT's responsibilities shall include the following:

- A. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to the ENGINEER's services for the Project.
- B. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the plans and specifications.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Provide construction inspection on the Project.
- E. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- G. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

DESIGNATED REPRESENTATIVES:

CLIENT's Designated Representative – Kristian Sugrim, ksugrim@cityofkennedale.com, 817-985-2170

CLIENT's Accounting Representative – Jonathan Horton, jhorton@cityofkennedale.com, 817-985-2110

ENGINEER's Designated Representative – Chris Bosco, PE, cb@freese.com, 817-735-7359

ENGINEER's Accounting Representative – Erin Westbrook, erin.westbrook@freese.com, 817-735-7395

PAYMENT FOR SERVICES:

CLIENT agrees to pay ENGINEER for all ENGINEER services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement.

Progress payments shall be made monthly upon receipt of an invoice from ENGINEER outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for services performed during the period in accordance with the standard hourly rates described in Exhibit “A”.

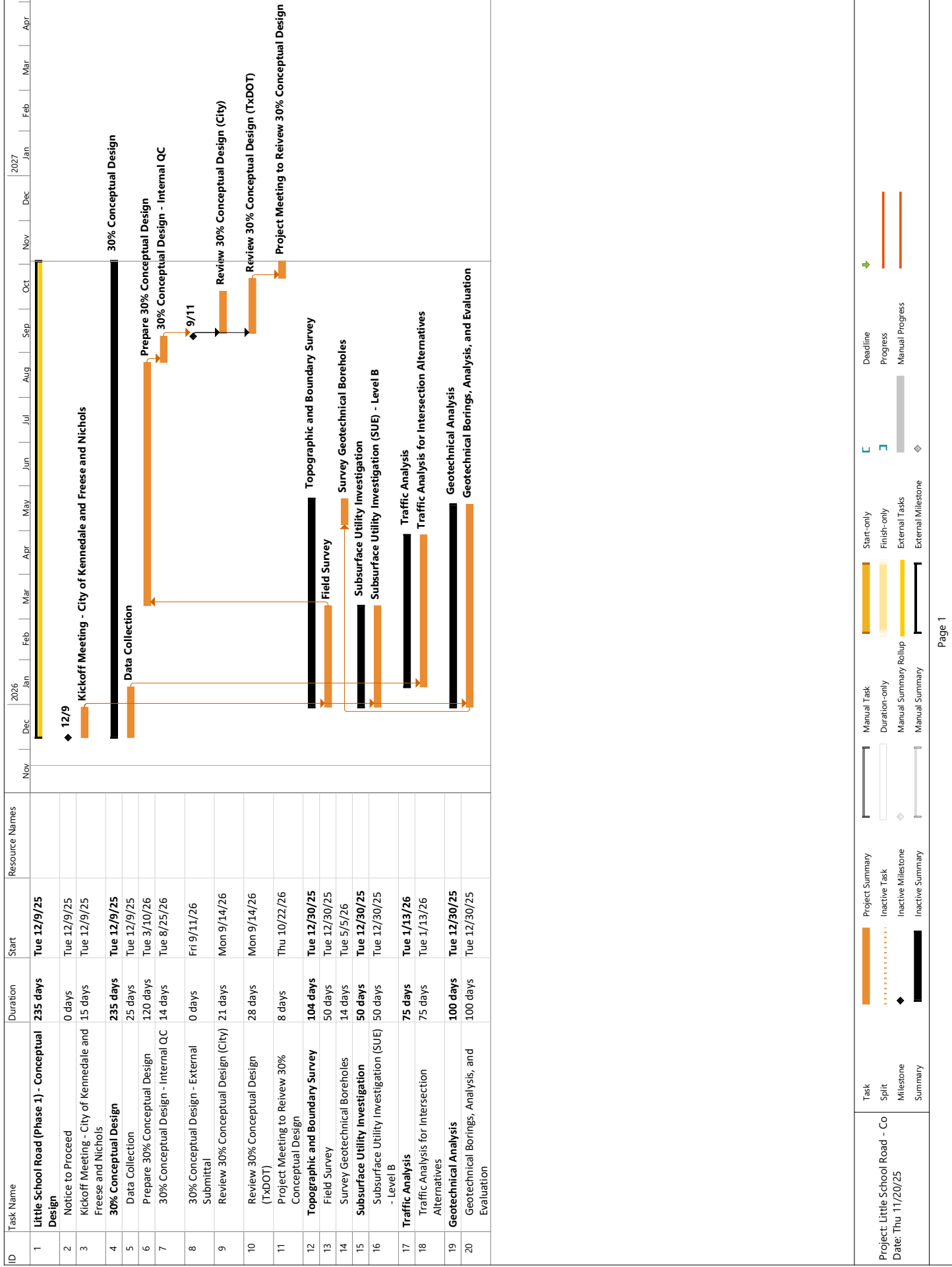
The aggregate of monthly progress payments shall not exceed the following:

- A. Until satisfactory completion of 90% interim review plans and specifications hereunder, a sum not to exceed 90% of the total fee, less previous payments.
- B. Until satisfactory completion of 100% final review plans and specifications hereunder, a sum not to exceed 98% of the total fee, less previous payments.

FEE SUMMARY

Task Number	Task Description	Fee
<u>Basic Services</u>		
Task 1	Design Management	\$61,772.00
Task 2	Conceptual Design (30%)	\$473,228.00
Basic Services Total		\$535,000.00
<u>Special Services</u>		
Task 3	Topographic Survey	\$67,620.00
Task 4	Subsurface Utility Engineering (SUE)	\$14,841.00
Task 5	Traffic Analysis	\$32,743.00
Task 6	Geotechnical Investigation	\$384,439.00
Task 7	Hydrology and Hydraulics	\$20,245.00
Task 8	Permitting	\$25,112.00
Task 9	Design Contingency	\$100,000.00
Special Services Total		\$645,000.00
Basic Services and Special Services Total		\$1,180,000.00

Basic services shall be billed as lump sum (LS). Special services shall be billed as cost plus maximum (CPM).



Project: Little School Road - Co

Date: Thu 11/20/25

Task	Manual Task	Project Summary	Manual Task	Start-only	Deadline
Split	Duration-only	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Manual Summary Rollup	Inactive Milestone	Manual Summary	External Tasks	Manual Progress
Summary	Manual Summary	Inactive Summary	Manual Summary	External Milestone	

COMPENSATION

ATTACHMENT CO

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	105	202
Professional 2	123	209
Professional 3	152	321
Professional 4	166	386
Professional 5	220	400
Professional 6	249	468
Construction Manager 1	116	177
Construction Manager 2	130	213
Construction Manager 3	170	220
Construction Manager 4	180	274
Construction Manager 5	220	335
Construction Manager 6	296	400
Construction Representative 1	94	116
Construction Representative 2	105	134
Construction Representative 3	112	202
Construction Representative 4	144	213
CAD Technician/Designer 1	76	137
CAD Technician/Designer 2	108	216
CAD Technician/Designer 3	144	256
Corporate Project Support 1	80	177
Corporate Project Support 2	87	260
Corporate Project Support 3	108	375
Intern / Coop	58	105

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.12. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

MEETING DATE: December 16, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM **IV. CXX**

SUBJECT:

Consider the approval of Utility Improvements under the Inter-local Agreement with the City of Arlington.

ORIGINATED BY:

Kristian Sugrim

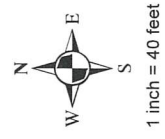
SUMMARY:

The City of Kennedale entered into a Wholesale Agreement for Water, Wastewater, and Operations and Maintenance in March 2019 with the City of Arlington. As part of the agreement, under Article 4, Section 4.4, 4.17, and Article 6, Section 6.3, the City of Kennedale shall install necessary utility improvements, annually. At this time, it is recommended that we install four (4) 8" double check detector assemblies (DCDA), and two (2) 12" DCDAs, at various locations within the distribution system.

RECOMMENDATION:

Staff recommends that the Kennedale's City Council authorize the approval for utility improvements and safety under the Agreement with the City of Arlington for One Hundred and Twenty-Eight Thousand dollars, \$128,000.00.

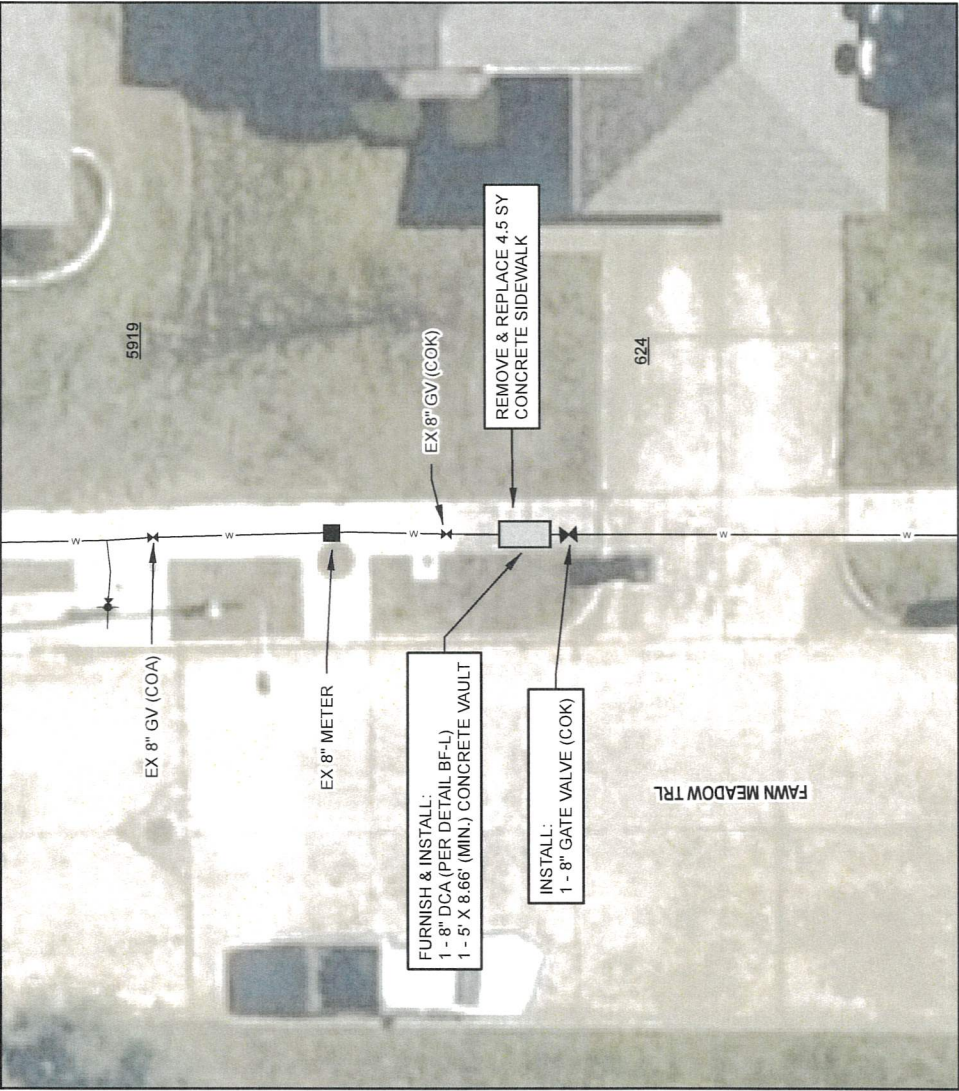
ATTACHMENTS:



JOHN D. MORGAN
101190
PROFESSIONAL ENGINEER
STATE OF TEXAS

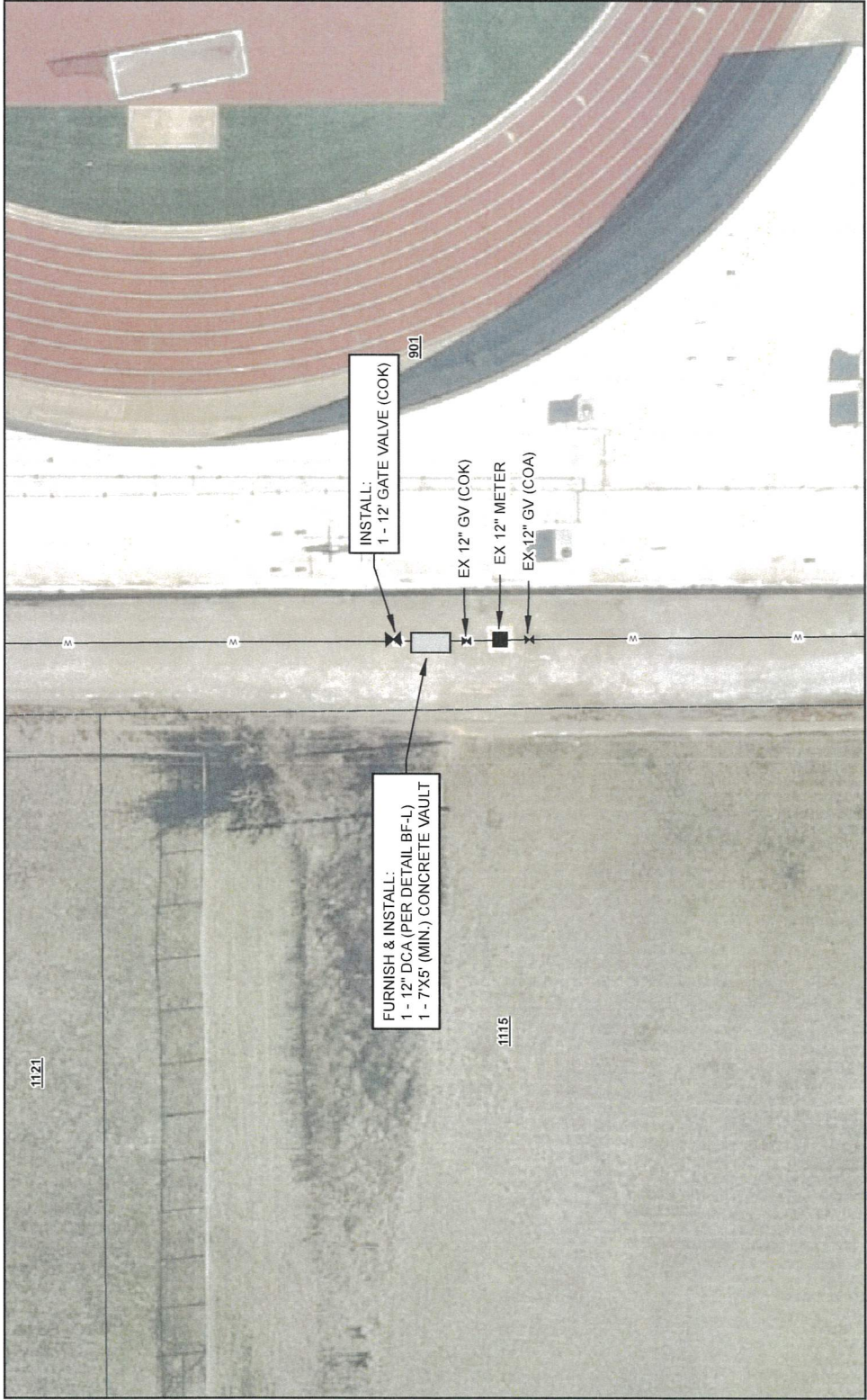
Date: 02/18/2025

ARLINGTON WATER UTILITIES WATER ENGINEERING			
KENNEDALE INTERCONNECTION BACKFLOW PROJECT No. WUOP24007			
EDEN RD 12" DOUBLE CHECK ASSEMBLY			
JDM	OM	JDM	1



John D. Morgan, P.E.
Date: 02/18/2025

ARLINGTON WATER UTILITIES WATER ENGINEERING		KENNEDALE INTERCONNECTION BACKFLOW PROJECT No. WUOP24007	
JDM		OM	JDM
JDM		OM	JDM
02/18/2025		2	

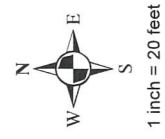


1 inch = 20 feet



John D. Morgan, P.E.
Date: 02/18/2025

ARLINGTON WATER UTILITIES WATER ENGINEERING		PROJECT No. WUOP24007
KENNEDALE INTERCONNECTION BACKFLOW		KENNEDALE HIGH SCHOOL
12" DOUBLE CHECK ASSEMBLY		
DATE: 02/18/2025	BY: JDM	3





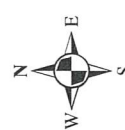
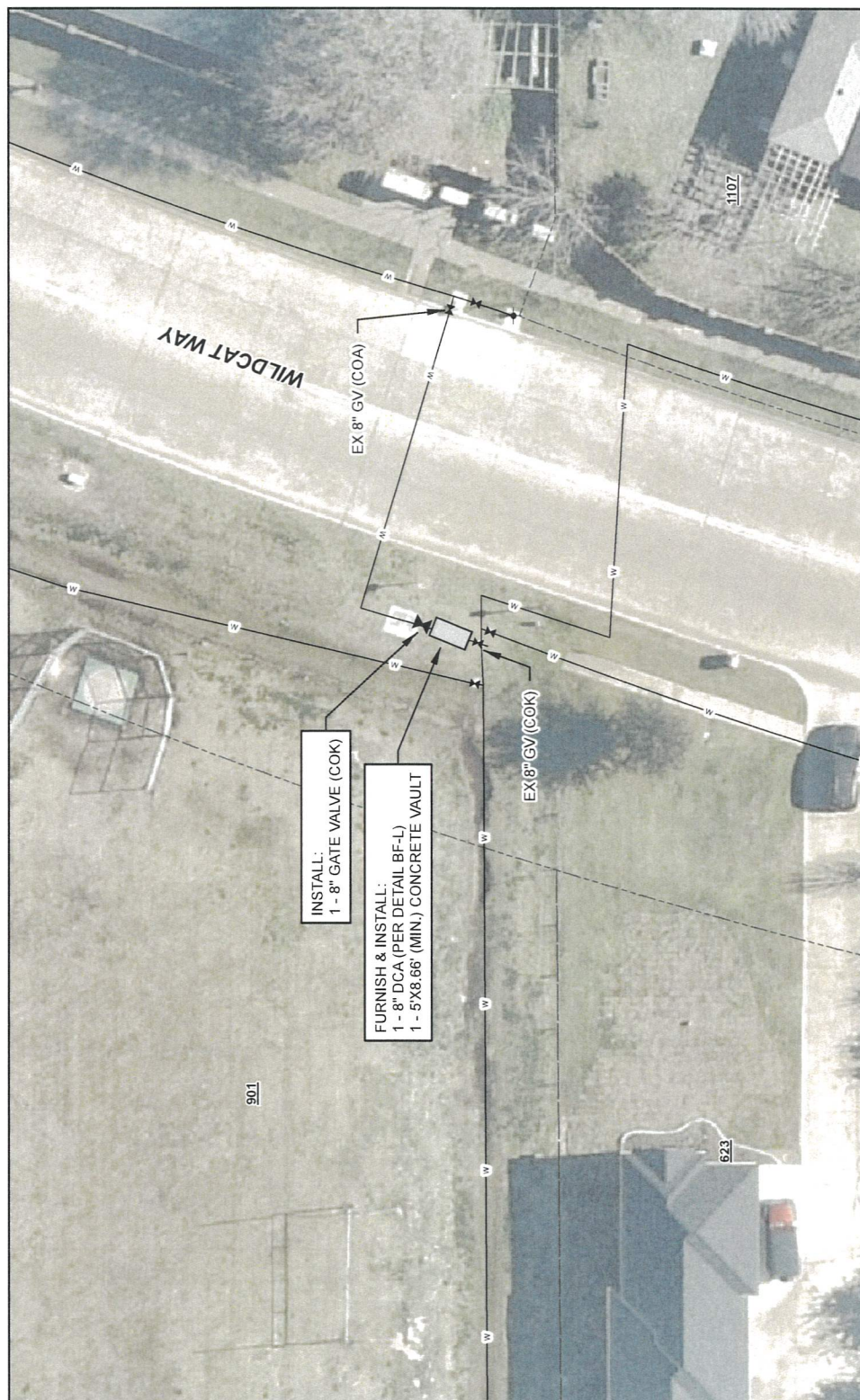
Date: 02/18/2025

ARLINGTON WATER UTILITIES
WATER ENGINEERING

KENNEDALE INTERCONNECTION BACKFLOW
PROJECT No. WUOP24007

1310 SWINNEY HIETT RD
8" DOUBLE CHECK ASSEMBLY

JDM	OM	JDM	02/18/2025	5
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	ARLINGTON WATER UTILITIES WATER ENGINEERING 	
	KENNEDALE INTERCONNECTION BACKFLOW PROJECT No. WUOP24007	
	WILDCAT WAY 12" DOUBLE CHECK ASSEMBLY	
	DATE OF PLAN	02/18/2025
	BY	JDM
	CHECKED BY	JDM
Date: _____		Date: 02/18/2025
Signature: <i>John D. Morgan, P.E.</i>		



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
206344	FORTILINE FORT WORTH	6735472	10/09/25	1

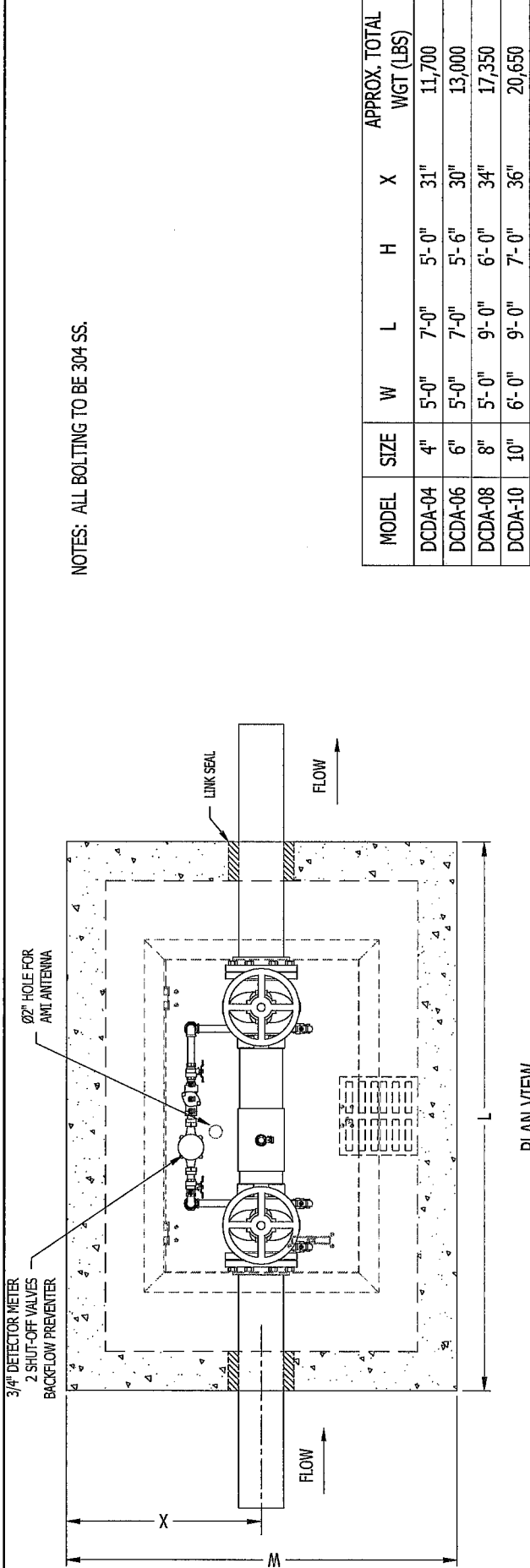
CUSTOMER	PROJECT INFORMATION
CITY OF ARLINGTON P.O. BOX 90231 Attention: Accounts Payable, MS-0840 ARLINGTON, TX 76005	DCDA

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** IF, AFTER THE DATE OF THIS QUOTE, ANY NEW OR INCREASED TARIFFS, DUTIES OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE WORK BECOMES EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO FORTILINE. FORTILINE SHALL PROMPTLY NOTIFY THE CUSTOMER OF ANY SUCH COST IMPACT. FAILURE OF FORTILINE AND THE CUSTOMER TO AGREE ON ANY PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE INCREASED COST. *****		
10	4	EA	8" DCDA RVT-BPV-ARLI-DC 8" BACKFLOW OREVENTER DOUBLE CHECK W/DETECTOR FOR CITY OF ARLINGTON *WITH COVER FLOOR*	16,981.1300	67,924.52
70	2	EA	12" DCDA QCVT 12" DCDA DOUBLE CHECK DETECTOR ASSEMBLY FOR FIRE SERVICE FOR CITY OF ARLINGTON *WITH COVER FLOOR*	30,030.9600	60,061.92
				Subtotal:	127,986.44
				Tax:	.00
				Bid Total:	127,986.44

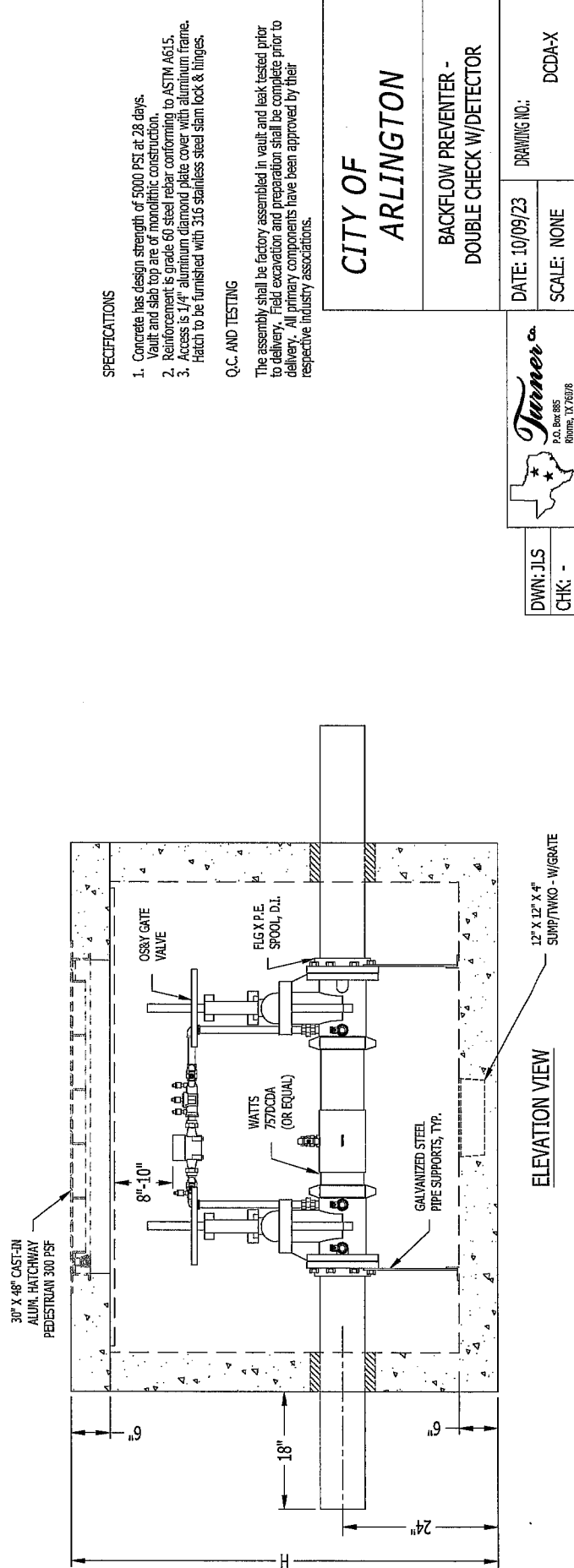
ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By AR2 10/09/25 19:51:41



PLAN VIEW



SPECIFICATIONS

1. Concrete has design strength of 5000 PSI at 28 days. Vault and slab top are of monolithic construction.
2. Reinforcement is grade 60 steel rebar conforming to ASTM A615.
3. Access is 1/4" aluminum diamond plate cover with aluminum frame. Hatch to be furnished with 316 stainless steel slam lock & hinges.

Q.C. AND TESTING

The assembly shall be factory assembled in vault and leak tested prior to delivery. Field excavation and preparation shall be complete prior to delivery. All primary components have been approved by their respective industry associations.

CITY OF
ARLINGTON

BACKFLOW PREVENTER -
DOUBLE CHECK W/DETECTOR



DWN: JLS
CHK: -

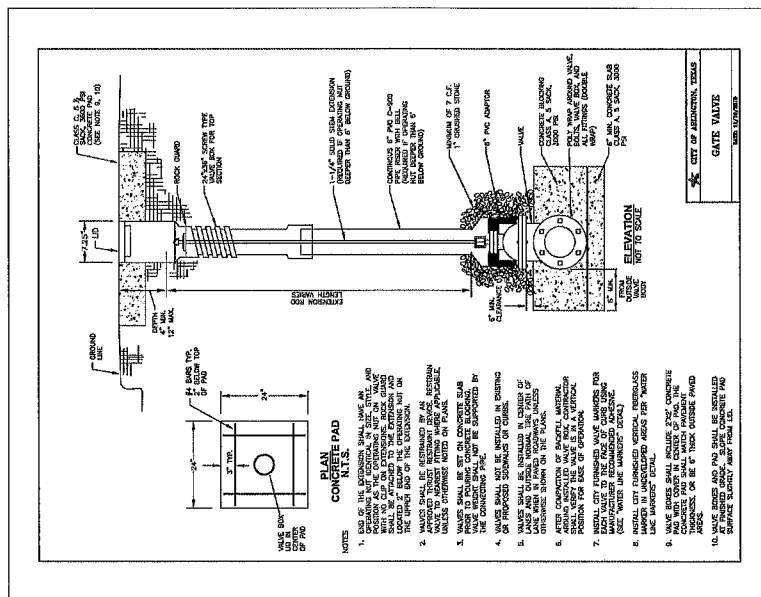
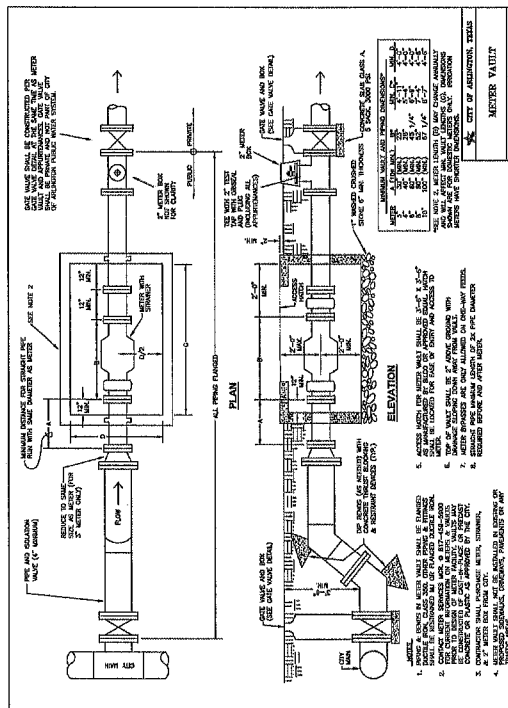
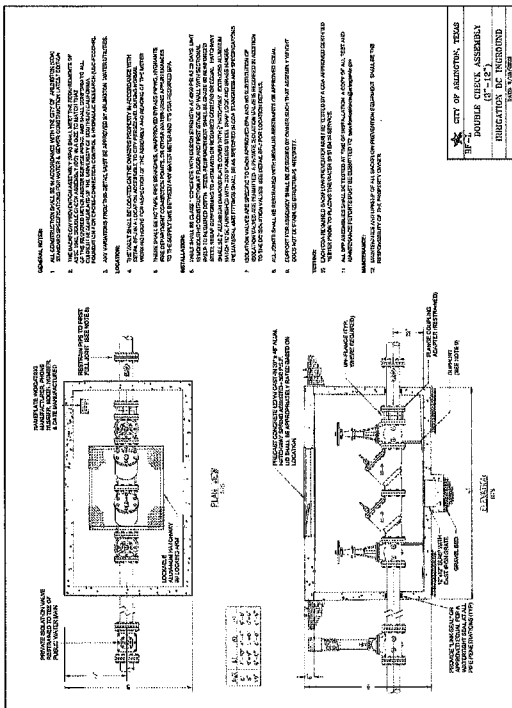
DATE: 10/09/23

SCALE: NONE

DRAWING NO.:

DCDA-X

NOTES: ALL BOLTING TO BE 304 SS.



MEETING DATE: December 16, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM **IV. CXX**

SUBJECT:

Consider the approval of a Professional Services Agreement with Freese and Nichols for the Rehabilitation of T3 – Elevated Storage Tank.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

The T3 – Elevated Storage Tank, a 1.0 MG composite tank, located at 500 Gail Drive, has had minimal maintenance since it was installed in 2001 – 2002. An inspection conducted in January 2021 found several AWWA and OSHA deficiencies that were not addressed. Subsequently, another inspection was performed in September 2025 that provided similar outcomes. In 2023, staff started working with the City of Arlington and Freese and Nichols Incorporated, FNI, for low cost solutions for the rehabilitation of this water tank.

Funding for the tank rehabilitation was approved by the Kennedale's City Council as a budget item for FY 2025/2026.

RECOMMENDATION:

Staff recommends that the Kennedale's City Council authorize the approval of this professional service agreement with Freese and Nichols, Inc. at Three Hundred and Sixty-One Thousand Nine Hundred and Twenty-Two dollars, \$361, 922.00.

ATTACHMENTS:

November 3, 2025

Mr. Kristian Sugrim
Director of Public Works
City of Kennedale
150 N. Little School Road
Kennedale, Texas 76060

Re: Professional Service Agreement for Rehab of T3 Elevated Storage Tank

Dear Mr. Sugrim:

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for professional design services for the Rehab of T3 Elevated Storage Tank. The fee includes project management, design services for tank rehab, bid phase services, and construction phase services.

A summary of the additional costs is shown below:

Item	Fee
<u>Basic Services</u>	<u>\$231,022</u>
Project Management	\$29,109
Design	\$143,029
Bid Phase	\$9,171
Construction Phase	\$49,713
<u>Special Services</u>	<u>\$130,900</u>
Tank Coating and Inspection	\$130,900
Total	\$361,922

Freese and Nichols, Inc. appreciates this opportunity, and we would like to meet with you to discuss these additional services at your convenience.

Sincerely,

Lauren Nobles, P.E.
Project Manager

Attachments

Professional Services Agreement
Scope of Services
Compensation
Schedule
Terms and Conditions

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Kennedale, Texas, (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Rehabilitation of the T3 Elevated Storage Tank.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of Two Hundred Thirty-One Thousand Twenty-Two Dollars (\$231,022) and special services under this Agreement for a not to exceed fee of One Hundred Thirty Thousand Nine Hundred Dollars (\$130,900).
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is November 3, 2025.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF KENNEDALE, TX

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By: Andrew Franko
Name: Andrew Franko
Title: Principal / Vice-President
Date: 11/3/2025
Attest: Paula Durant

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**PROJECT UNDERSTANDING**

The City of Kennedale (Client) owns the T3 tank that is a one million gallon (MG) composite (concrete pedestal and steel bowl) elevated storage tank (EST) located on the west side of the city. The Client stated that previous inspections indicate 100% of the interior lining of the steel bowl has failed. The purpose of the project is to rehabilitate the lining and modify existing infrastructure of the tank. The project will include:

- Coating Improvements
 - Contract with coating subconsultant to evaluate the interior and exterior coating and test for heavy metals, including Lead, Cadmium, Chromium, and Barium. The coating subconsultant will also provide coatings and weld inspection services during construction.
 - Incorporate heavy metal abatement if required.
 - Evaluate two (2) coating systems and make recommendations. If the remaining life of the exterior coating is approximately equal to the proposed, replacing the coating will not be recommended.
- Tank Improvements
 - Evaluate tank overflow and vent capacity and recommend improvements to bring the tank up to the latest TCEQ and AWWA Standards.
 - Verify if hatches, ladders, etc. need to be replaced per OSHA and make recommendations and designs for improvements as needed. It is assumed that opening sizes in the tank will not be modified for any hatch replacements.
 - Minor corrosion repair details, including a typical rafter repair detail, typical bowl repair detail, hatch repair detail, and ladder repair detail. Extensive and widespread repairs, or complete replacement of structural components is not included.
 - Structural reconfiguration of platforms and/or ladders to bring them up to OSHA standards is also beyond the anticipated scope of work.
- Develop details for the removal of the existing CLA-VAL valve and replacement with a spool piece.
- Develop plans for three (3) sample taps that will allow the upper, middle, and lower ranges of the EST to be sampled. Add a sink below the sample taps to drain the excess water to the main overflow outfall.
- Design heat tracing for the proposed chemical taps and the small-diameter piping in the enclosed room.
- Develop demolition plans for existing Cathodic Protection System.

ASSUMPTIONS

- FNI will utilize aerial imagery, available record drawings, and photographs to develop plans. No survey will be obtained since no site improvements are required. If survey is required, this will be an additional service.
- Deliverables will include a summary memorandum, 90% and 100% unsigned with an Issue for Bid Set.
- Project will utilize FNI Front End documents and technical specifications.
- Miscellaneous concrete pads and/or grade structures are not required. If additional concrete grade structures are required, this will be an additional service.
- Review workshops will be held within one (1) week of design submittals.
- Construction will be limited to six (6) months.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1) PROJECT MANAGEMENT

- a) Perform general administrative duties associated with the project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the project, and invoicing for the scope items identified below. Documentation shall be in accordance with the CITY's requirements for the project. These duties include maintaining regular communication with the CITY to help meet the needs of the CITY in a timely manner and executing work per the work plan, budget, and schedule.
- b) Conduct one (1) kickoff meeting to review scope, schedule, and budget to determine any special conditions that may affect the project, discuss administrative requirements of the CITY and review project criteria. This meeting will be in-person at the CITY's facility. Following the meeting, a site visit will be held.
- c) Prepare monthly project reporting including status reports, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices.
- d) Deliverables include the following:
 - i) Agenda and notes for all meetings.
 - ii) Project schedule updated monthly.
 - iii) Monthly project reporting.
 - iv) Monthly invoices.

2) PRELIMINARY PHASE: FNI shall provide professional services in this phase as follows:

- a) Study and Report Phase
 - i) Prepare a Summary Memorandum containing conceptual design criteria with appropriate exhibits to indicate the considerations involved and some alternative solutions available to Client

and setting forth FNI's findings and recommendations with opinions of probable construction costs for the Project. The alternate solutions shall be limited to not more than two (2).

- (1) FNI will meet with CITY to identify up to six (6) locations throughout the City for field pressure testing. The pressure testing will be used to determine typical operating pressures while the elevated storage tank remains in service. The pressure testing will also be used to monitor operating pressures while the elevated storage tank is out of service.
 - (2) FNI will furnish up to six (6) pressure recorders. Procedures for field testing will be prepared showing the proposed location of testing, the duration of testing, and assistance from CITY staff. CITY will install and remove the pressure recorders on the designated fire hydrants.
 - (3) FNI will work with CITY staff to provide a plan for operating the water distribution system while the elevated storage tank is out of service.
- ii) Furnish two (2) printed copies and one (1) electronic copy (.pdf format) of the Report and present and review it in person with Client.

3) DESIGN PHASE: FNI shall provide professional services in this phase as follows:

- a) Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed .
- b) Submit drawings, specifications, and Construction Contract Documents to the Texas Commission on Environmental Quality (TCEQ) for the plan review process.
- c) Coordinate with utility companies, including Nextlink Internet, whose facilities may be impacted by the project.
- d) Prepare revised opinion of probable construction cost.
- e) Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
- f) FNI shall meet with the City one (1) time to discuss contract language required for American Rescue Plan Act (ARPA) funding and construction schedule.
- g) Provide design submittals at 90% and 100% unsigned design milestones.
 - i) 90% shall consist of the following:
 - (1) Prepare EST rehabilitation plans based on Preliminary Phase Study including:
 - (a) cover sheet with vicinity map,
 - (b) general note sheet(s),
 - (c) Overall site and layout plan,
 - (d) Tank improvement details,
 - (e) Heat tracing details,
 - (f) Electrical improvements and details,
 - (g) Structural improvements and details.
 - (2) Review necessary regulatory provisions and incorporate the latest applicable standards into design.
 - (3) Prepare application and documentation as required for TCEQ.
 - (4) Prepare 90% level design plans, specifications, and opinion of probable construction cost.
 - (5) Summary of Quantities.
 - ii) 100% shall consist of the following:
 - (1) Continue plans, specification, and opinion of probable construction cost from 90% deliverables to final design.

- (2) Upon receipt of 90% review comments from the Owner, prepare 100% design plans, technical specifications, and updated opinion of probable construction cost. Provide same sheets from 90% submittal and addressed OWNER comments resulting from the 90% submittal and further detail sheets as necessary.
 - (3) Upon receipt of 100% review comments from the Owner, prepare Final drawings, technical specifications, and bid form.
 - (4) Upon Owner review of the 100% unsigned submittal, final signed and sealed plans will be completed. Any remaining comments will be addressed if the Owner has any.
 - iii) Review workshops will be held In-Person. A review workshop will be held after each design submittal.
 - h) Furnish Client two (2) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Issued for Bid" drawings and one (1) loose set of specifications for reproduction by Client.
- 4) BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Issued for Bid" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:
- a) Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.
 - b) Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 - c) Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - d) Upload plans and specifications onto CIVCAST for bidder download and assist in answering questions via CIVCAST. Hard copies for bidders will not be made available. Provide Client the link to CIVCAST website address so that the Client may post the link to the Client's website.
 - e) Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
 - f) At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 - g) Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications, inclusive of the incorporated changes.
 - h) Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide four (4) sets of Construction Contract Documents which include information from the

apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute two (2) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Client with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.

CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

- i) In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor, or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- ii) These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.
- i) Assist Client in conducting a pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- j) Establish communication procedures with the Client and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
- k) Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- l) Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

- m) Make seven (7) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. FNI will report any observed defects or deficiencies in the work to Client. Visits to the site in excess of the specified number are an Additional Service.
- n) Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- o) Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The lining and coating inspections will be a Special Service provided by a Sub Consultant to FNI. The cost of such quality control shall be paid by Client and is not included in the services to be performed by FNI.
- p) Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- q) Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where cost to Client is not impacted, will also be prepared. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an additional service. Substitutions of materials or equipment or design modifications requested by the Client are an additional service.
- r) Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Client on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Attempt to negotiate a settlement value with the Contractor on behalf of the Client if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
- s) Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Client in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
- t) Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client two (2) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Coating Testing and Inspection

a. Tank Evaluation

- i. Overall evaluation of the tank interior and exterior coating systems.
- ii. Overall evaluation of tank interior and exterior corrosion.
- iii. X-Cut adhesion testing of the tank roof exterior coating to determine if the coating can be overcoated.
- iv. Ultrasonic thickness testing of the tank roof, floor and access tube where access is available.
- v. Evaluation for OSHA, TCEQ and AWWA compliance.
- vi. Collect two paint samples from the tank exterior and one paint sample from the tank interior and have them tested for total Lead, Cadmium and Chromium.
- vii. Weather and FAA flight regulations permitting, the tank and site will be photographed using a Small Unmanned Aircraft System (drone).

b. Design

- i. Provide a maximum of 10 hours for painting specification review and consulting.

c. Tank Welding Repairs

- i. Visit project site up to four times for inspection of welding repairs. AWS CWI Inspector, Inspection to include:
 1. Verify welder certification and welder procedures for the project
 2. Verify welding work is being performed in accordance with the submitted welding procedures.
 3. Verify required electrodes for the project are being used.
 4. Inspect quality of welds.
 5. Provide reports for inspection visits that include photos once per week.
- ii. Project Management and Administration, does not include site visits.

d. Tank Painting

- i. Visit project up to forty five times for interior and up to forty five times for exterior abrasive blasting and painting. NACE Level I Inspector, Inspection to include:
 1. Verify abrasive blasting materials.
 2. Inspection of abrasive quality of prepared surfaces.
 3. Inspection of anchor profile of prepared surfaces.
 4. Verify coating batch numbers and manufacture dates – shelf life.
 5. Verify mixing of coatings for application.
 6. Inspection and measure application of coating.
 7. Witness the contractor perform tank interior Holiday testing,
 8. Provide reports for inspection visits that include photos once per week.
- ii. Project Management and Administration, does not include site visits.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

- A. Field surveying or Subsurface Utility Engineering.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- F. Providing renderings, model, and mock-ups requested by the Owner.
- G. Making revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- H. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications. Assisting the City in securing or managing funds related to the American Rescue Plan Act (ARPA).
- K. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- L. Conducting pilot plant studies or tests.
- M. Preparing Operation and Maintenance Manuals or conducting operator training.
- N. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels, or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel, or mediator.
- O. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work

- under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
- P. Furnishing Special Inspections required under Chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
 - Q. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
 - R. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
 - S. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
 - T. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
 - U. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
 - V. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
 - W. Services required to resolve bid protests or to rebid the projects for any reason.
 - X. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
 - Y. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
 - Z. Providing services after the completion of the construction phase not specifically listed in Article I.
 - AA. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
 - BB. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
 - CC. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
 - DD. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
 - EE. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
 - FF. Provide follow-up professional services during Contractor's warranty period.
 - GG. Provide Geotechnical investigations, studies, and reports.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the attached schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or

arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.

- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Kristian Sugrim, 817-985-2170, ksugrim@cityofkennedale.com

Client's Accounting Representative – Kristian Sugrim, 817-985-2170, ksugrim@cityofkennedale.com

FNI's Designated Representative – Lauren Nobles, 806-370-8450, lauren.nobles@freese.com

FNI's Accounting Representative – Misty Ballard, 817-735-7290, misty.ballard@freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Thirty One Thousand Twenty Two Dollars (\$231,022).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Thirty Thousand Nine Hundred Dollars (\$130,900).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	105	202
Professional 2	123	209
Professional 3	152	321
Professional 4	166	386
Professional 5	220	400
Professional 6	249	468
Construction Manager 1	116	177
Construction Manager 2	130	213
Construction Manager 3	170	220
Construction Manager 4	180	274
Construction Manager 5	220	335
Construction Manager 6	296	400
Construction Representative 1	94	116
Construction Representative 2	105	134
Construction Representative 3	112	202
Construction Representative 4	144	213
CAD Technician/Designer 1	76	137
CAD Technician/Designer 2	108	216
CAD Technician/Designer 3	144	256
Corporate Project Support 1	80	177
Corporate Project Support 2	87	260
Corporate Project Support 3	108	375
Intern / Coop	58	105

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.7.

SUBJECT
Procurement Policy Revision

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY
Necessary language has been added to Section VI, Paragraph F for procurement using federal funds. Historically, this language has been included in grant acceptance documents, but the City has been advised to place it directly in our Purchasing Policy. This update satisfies that recommendation.

Updates in the attached policy are in red text.

RECOMMENDATION
Approve

ATTACHMENTS		
1.	Purchasing Policy FY26 Review	Purchasing Policy FY26 Review.pdf

CITY OF KENNEDALE



PURCHASING POLICY

ORIGINALLY ADOPTED BY CITY COUNCIL: NOVEMBER 13, 2008

PREFACE

State law serves as the primary purchasing authority for municipalities and this City of Kennedale Purchasing Policy has been adopted in accordance with applicable statutes. In addition to making periodic administrative updates to this policy, which further establish standard practices and procedures to create uniformity, economy, efficiency, and effectiveness in our purchasing program, Staff incorporates revisions due to changes in state law.

This policy was formally adopted by the Council on November 13, 2008. However, prior to this date, it was created on May 16, 2005 and reviewed administratively.

SUBSEQUENT REVIEW & ADOPTION

NOVEMBER 5, 2009

NOVEMBER 17, 2011

OCTOBER 3, 2012

OCTOBER 1, 2013

OCTOBER 13, 2014

OCTOBER 19, 2015

OCTOBER 17, 2016

MARCH 5, 2018

OCTOBER 16, 2018

AUGUST 19, 2025

DECEMBER 16, 2025

I. PURPOSE

The purpose of this policy is to establish standard practices and procedures to create a uniform, economic, efficient, and effective purchasing program for the City of Kennedale.

II. POLICY

It is the policy of the City of Kennedale (the City) to authorize purchases at the time and place needed, in the proper quantity, and of the proper quality of all goods and services required for City operations. Goods and services shall be procured at the lowest possible cost consistent with prevailing economic conditions while establishing and maintaining a reputation for fairness and integrity, with the express intent to promote open and fair conduct in all aspects of the purchasing process.

III. GOVERNING AUTHORITY

All procurement activity shall be governed in accordance with applicable federal and state statutes and local ordinances and codes. The primary governing authority for the City of Kennedale's Purchasing Policy is Chapter 252 of the Texas Local Government Code: Purchasing and Contracting Authority of Municipalities. Several other statutes place restrictions or requirements on the purchasing authority of municipalities as discussed below.

IV. CODE OF ETHICS

Every time items are purchased, City funds are committed. Therefore, this is a responsibility that should not be taken lightly. By participating in the purchasing process, employees of the City of Kennedale agree to:

- A. Make purchases in the conduct of the City's business only. **To acquire or purchase goods and services for other than official use of the City is fraudulent use and may subject the employee to disciplinary action, up to and including dismissal as specified in the City's Employee Handbook, and/or criminal prosecution.**
- B. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- C. Demonstrate loyalty to the City of Kennedale by diligently following the lawful instructions of the employer, using reasonable care, and only the authority granted.
- D. Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of the City of Kennedale.

- E. Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, purchasing decisions.
- F. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of governmental duties.
- G. Engage in no business with the City of Kennedale, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- H. Handle confidential or proprietary information belonging to vendors or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- I. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- J. Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- K. Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- L. Expose corruption and fraud wherever discovered.
- M. Uphold these principles, ever conscious that public office is a public trust.

V. FUND AVAILABILITY & PAYMENT AUTHORIZATION

- A. Verification of fund availability is the responsibility of the User Department.
- B. The Finance Department shall verify available funds through the City's financial reporting system during requisition entry. If funds are not available at the time, no purchase will be made until funds are made available with approval from the City Manager.
- C. At a minimum, payment approval is required from the Department Director to pay for **all** products and/or services.
- D. As a tax-exempt government agency, the City of Kennedale does **not** pay sales tax on applicable items. The cardholders can request a copy of the City's tax exemption certificate from The Finance Department. Employees are responsible for ensuring that the vendor does not include sales tax in the transaction, unless an item is subject to sales

tax. **If tax is included in error, the employee may be responsible for reimbursing the tax to the City if it is not recovered from the vendor.** Contact the Finance Department for questions with regard to which purchases are subject to tax.

- E. Approved invoices are forwarded directly to the Finance Department with the appropriate supporting documentation and signatures. **If an employee misplaces or loses a receipt or is unable to provide adequate details concerning a purchase, a *Missing Or Lost Receipt Form* must accompany the employee's request for payment. Recurring instances of misplaced or lost receipts may result in the revocation of employee purchasing privileges. Furthermore, the employee will be responsible for reimbursing the City of Kennedale for all applicable charges, and the City is authorized to deduct any applicable charges from the payroll of the employee if not otherwise reimbursed.**
- F. Any purchase greater than \$49,999.99 requires approval from the City Council
- G. Payments for goods and services must be paid **no later than 30 days after the latter of:**
 - 1) Receipt of goods/services OR receipt of the invoice for the goods/services.
 - 2) Goods/services will be considered received when they have been accepted as usable by the User Department.

VI. LEGAL REQUIREMENTS

- A. *Texas Local Government Code, Subchapter B, Section 252.021* defines the requirements for competitive bids. Under no circumstances shall multiple requisitions be used in combination to avoid otherwise applicable bidding requirements or City Council approval. Intentionally splitting purchases to circumvent the competitive bid process (i.e. two or more purchases made to keep each amount under \$100,000) will result in disciplinary action.
- B. Likewise, intentionally splitting purchases to circumvent the three (3) quote requirement process (i.e. two or more purchases made to keep the amount under \$3,000.01) will result in disciplinary action.
- C. Purchases made through an approved Cooperative Purchasing Program satisfy state law competitive bid requirements, as well the City of Kennedale's requirement for obtaining quotes. Cooperative purchasing occurs when **two or more** governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through interlocal agreements, state contracts, local purchasing programs, piggybacking, and joint purchases. When utilizing a Cooperative Purchasing Program, all statutory prerequisites and requirements must be followed.

- D. Texas Local Government Code, Section 252.021 specifically authorizes municipalities to utilize the alternative delivery (bidding) procedures under Texas Government Code, Chapter 2269 for construction projects. The procedures under Chapter 2269 shall be utilized where applicable.
- E. Any exemption under Texas Local Government Code, Section 252.022, General Exemption will need the approval from City Manager. The Department Director will need to include a written explanation, as well as copies of all the quotes for City Manager review. Upon approval from City Manager, attach a written explanation and all documentation and send it to the Finance Department for payment.
- F. When federal funds are involved, all procurement of goods and services will comply with federal procurement and contract requirements outlined in 2 CFR 200.318 – 200.327. These procurement requirements must and will be followed for reimbursement from grant allocations originating from the federal government.

VII. QUOTES

- A. Purchases of non-contract goods or services totaling **\$3000 or less require no quotation**. In such instances, departments should make every effort to use the City's procurement card.
- B. Except where otherwise exempted by applicable State law, purchases totaling **\$3,000.01 to \$99,999.99 require a minimum of three (3) quotes**. All quotations received must be in writing from the vendor and will be evaluated by the Department Director who will then authorize the purchase.
 - 1) Chapter 252.0215 of the Texas Local Government Code: Competitive Bidding in Relation to Historically Underutilized Business (HUB) Vendors, states that a municipality, in making an expenditure of **more than \$3,000 but less than \$100,000** shall contact **at least two HUBs** on a rotating basis. If the list fails to identify a disadvantaged business in the county in which the City is situated, the City is exempt from this section.
 - 2) Historically Underutilized Businesses (HUBs) are defined as any business determined by the State of Texas to be a disadvantaged (minority/woman owned) vendor.
 - 3) Refer to Appendix B for specific instructions on how to conduct a HUB search.

VIII. SEALED COMPETITIVE PROCESS

Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is **\$100,000 or more** must be processed as competitive solicitations (e.g. sealed bids, request for proposals).

- 1) With the approval from the City Manager to begin the competitive solicitation process, the User Department shall prepare a bid package with specifications and any other pertinent information. Along with the specifications and other information, the Department may submit suggested vendors for the item(s) requested.
- 2) A notice will be published in Kennedale's official newspaper to indicate the City's intent to accept bids or proposals ("bids") in accordance with State law. Unless excepted by another statute, **bids must be advertised once a week for two (2) consecutive weeks with the first publication at least 14 days prior to the bid opening date.**
- 3) Vendor pre-bid conferences may be conducted if, in the opinion of requesting Department, further explanation or coordination is needed due to the nature of the bid.
- 4) The City Secretary or designee shall publicly open the bids received and read them aloud at a designated time and as indicated in the bid packet. The City Secretary or designee will indicate to those present when the Council will most likely address this item and will make available to those present the names of the vendors and the amount of their respective bids. In the case of an RFP, only the submitter's names will be announced. A tabulation will then be created. A representative from the User Department should be present during bid openings.

IX. AWARD OF CONTRACT

A. The City of Kennedale shall award contracts based on criteria deemed in the best interest of the City. The Texas Local Government Code, Section 252.043, states, in part:

- 1) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- 2) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

B. In determining the award of a contract under Texas Government Code, Chapter 2269, the City shall consider the factors set forth in that chapter.

X. RECIPROCITY

The State of Texas Reciprocity Law provides that the State or political subdivision cannot award contracts or purchases to non-resident bidders having local preference laws in their resident states, unless their bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

XI. DISCLOSURE OF INFORMATION

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code, Chapter 552, the Public Information Act, and applicable City policies implementing that chapter. The Texas Local Government Code, Section 252.049(b) states, in part:

- A. If provided in a Request For Proposal (RFP), proposals shall be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

XII. AUTOMATED INFORMATION TECHNOLOGY PURCHASES

Departments may contact the Finance Department for all technology procurements, so that it can coordinate with Information Technology to ensure that the appropriate solicitation procedure is used and product is sought. Automated information technology purchases include:

- A. The computers on which the information system is automated;
- B. A service related to the automation of the system, including computer software, or the computer; and
- C. A telecommunications apparatus or device that serves as a component of a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network.

XIII. PROFESSIONAL SERVICES (EXEMPT FROM SEALED COMPETITIVE PROCESS)

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualification (RFQ) documents. The Finance Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or

professional services included in the RFQ documents is the sole responsibility of the requesting department.

- A. Texas Government Code, Chapter 2254, Subchapter A, Professional Services, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the following basis:
- 1) Demonstrated competence and qualifications to perform the services;
 - 2) For a fair and reasonable price;
 - 3) Fees must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations; and
 - 4) Professional fees may not exceed any maximum provided by law.
- B. Professional Services, for the purposes of Government Code Chapter 2254, are defined as those “services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, a registered nurse, or a forensic analyst or forensic science expert or provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Chapter 1053, Occupations Code.”

XIV. SOLE SOURCE PURCHASES (EXEMPT FROM SEALED COMPETITIVE PROCESS)

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by local government code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a written justification must be provided to the Finance Department upon purchase. The legislature exempted certain items from sealed bidding in Texas Local Government Code Section 252.022 (a)(7), in part:

- A. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- B. films, manuscripts, or books;
- C. gas, water and other utility services;

- D. capital replacement parts or components for equipment;
- E. books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
- F. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

XV. EMERGENCY PURCHASES (EXEMPT FROM SEALED COMPETITIVE PROCESS)

Valid emergencies are those that occur as a result of the breakdown of equipment, which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the Finance Department to conduct the procurement of supplies and services. The Legislature exempted certain items from the competitive sealed process in the Texas Local Government Code Section 252.022(a), including, but not limited to:

- A. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- B. A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- C. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

XVI. INELIGIBLE VENDORS

- A. An ineligible vendor shall not be allowed to conduct business until:
 - 1) Financial arrears are paid in full.
 - 2) Inappropriate practices are corrected.
 - 3) Vendors have satisfied any and all penalties imposed by the City.
- B. If applicable, a listing of ineligible vendors will be developed and distributed annually by the Finance Department to all other departments, unless a greater frequency is determined by the Director of Finance.

- C. At the recommendation of a User Department, the Finance Department may declare a vendor ineligible if it has failed to comply with the terms of a previous award, specifications of a bid, or conducted inappropriate business practices.
- D. The penalty imposed may be for a period of up to twelve (12) months during which time bids submitted by such vendor shall not be considered.
- E. A penalty greater than twelve (12) months due to the severity of the infraction requires the approval of the City Manager or designee.
- F. The City of Kennedale reserves the right to change, modify, amend, revoke, or rescind all or part of this policy in the future.

XVII. PROHIBITIONS ON CONTRACTING WITH CERTAIN BUSINESSES

- A. Texas Government Code, Chapter 2270 prohibits a governmental entity from contracting with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and it will not boycott Israel during their term of the contract. The User Department shall assure compliance with this requirement.
- B. Texas Government Code, Chapter 2252, Subchapter F prohibits a governmental entity from contracting for general construction, an improvement, a service, a public works project, or the purchase of supplies, materials or equipment with companies engaged in business with Iran, Sudan, or a Foreign Terrorist Organization. The State Comptroller keeps a list of banned companies. The User Department is responsible for assuring that the company wanting to do business with the City is not on the banned list.

XVIII. DISCLOSURE OF INTERESTED PARTIES

Before the City may enter into a contract that has a value of at least \$1 million or that requires an action or vote of the City Council before the contract may be signed, the business entity must submit a disclosure of interested parties to the City at the time it submits a signed contract to the City. Texas Government Code, Section 2252.908. This disclosure must be on forms prescribed by the Texas Ethics Commission.

XIX. AUDIT OF DEPARTMENTAL RECORDS

The Finance Department may audit User Department purchasing files to ensure compliance with the procedures described herein.

APPENDIX A

CITY OF KENNEDALE, TEXAS PURCHASING MATRIX

PURCHASE	\$0 - \$3,000.00	\$3,000.01 - \$49,999.99	\$50,000 & Above
SIGNATURES REQUIRED	▪ Department Director	▪ Department Director ▪ City Manager	▪ City Manager ▪ City Council
PURCHASE ORDER	▪ Not Required ▪ Only If Vendor Needs	▪ Not Required ▪ Only If Vendor Needs	▪ Not Required ▪ Only If Vendor Needs
LEGAL REQUIREMENT	▪ N/A	▪ Three (3) Quotes ▪ Two (2) Of Three (3) Quotes Must Be HUB Vendors In Tarrant County ▪ If HUB(s) not listed, City Is Exempt	▪ Competitive Bid (if over \$100,000) Or ▪ Competitive Proposal (if over \$100,000)
EXEMPT FROM LEGAL REQUIREMENT	▪ N/A	▪ Cooperative Programs Purchases ▪ Sole Source Purchases ▪ Emergency Purchases ▪ Professional Service Purchase	▪ Cooperative Programs Purchases ▪ Sole Source Purchases ▪ Emergency Purchases ▪ Professional Service Purchase - MUST USE REQUEST FOR QUALIFICATIONS PROCESS. REFER TO SECTION XIII.
MINIMUM PAYMENT DOCUMENT(S)	▪ Pay Request ▪ Invoice (Not Quote) ▪ Applicable Receipts ▪ Backup Documents	▪ Pay Request ▪ Invoice (Not Quote) ▪ Applicable Receipts ▪ Backup Documents	▪ Pay Request ▪ Invoice (Not Quote) ▪ Applicable Receipts ▪ Backup Documents
PAYMENT TERMS	▪ TX Prompt Payment Act (No Later 30 Days)	▪ TX Prompt Payment Act (No Later 30 Days)	▪ TX Prompt Payment Act (No Later 30 Days)

APPENDIX B

CITY OF KENNEDALE, TEXAS HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROCEDURES

Excerpts from the Texas Local Government Code, Chapter 252, Subchapter B:

- A. Section 252.0215, "A municipality, in making an expenditure of **more than \$3,000 but less than \$100,000**, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the Comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section."
- B. Centralized Master Bidders List & Historically Underutilized Business (HUB) Search
 - 1) Go to <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>
 - 2) Click "HUBS on CMBL"
 - 3) Go to Business Category and select the appropriate category from the dropdown list
 - 4) Select "Tarrant" on Texas County dropdown list
 - 5) Select appropriate Output Field(s) within the "Select Fields For Output" section
 - 6) Click "Search"
 - 7) Results will appear

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.8.

SUBJECT

Appoint a City Council Member to the Municipal Animal Services Committee.

ORIGINATED BY

Darrell Hull, City Manager

SUMMARY

The Municipal Animal Services committee meets 6 times a year (every other month). The committee consists of one licensed veterinarian, one representative of an animal welfare organization, one person whose duties include the daily operation of the animal shelter, one municipal official from each representative entity, and one citizen from each representative entity.

The Animal Shelter Advisory Committee is responsible for ensuring that our Animal Services Department complies with the requirements of Texas Health and Safety Code Chapter 823 and other applicable state and local laws. The committee is also tasked with reviewing and approving all standard operating procedures, conducting specific case review studies of animals, especially those that have undergone euthanasia. Additionally, the committee reviews city ordinances and provides recommendations to the City Council on potential amendments related to animal welfare and public health. They will work closely with our Animal Services Manager, who will provide them with regular reports and statistics.

RECOMMENDATION

Alternative Actions (see below)

Recommendation to appoint one council member tonight and one citizen at the January 2026 council meeting.

ATTACHMENTS