



KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | SEPTEMBER 15, 2026 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. WORK SESSION

A. Prioritizing Street Maintenance

B. Charter Committee

C. Strategic Planning

1. Parks

2. Comprehensive Plan

3. Land Use Plan

4. Capital Improvements

III. PRESENTATIONS

A. 2026 Constitution Week Proclamation

B. 2026 Hispanic Heritage Month Proclamation

C. 2026 Protection and Promotion of the Monarch Butterfly Habitat Proclamation

D. 2026 National Night Out Proclamation

E. Methodist Mansfield Donation of Trauma Kits to the Kennedale Police Department

F. 2026 Fire Safety Week Proclamation

G. ATMOS Donation to the Kennedale Professional Firefighters Association

H. Kennedale Back to School Bash Presentation

IV. 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.

V. PUBLIC HEARING

- A. **Case PZ 26-13** Conduct a public hearing and consider Ordinance 806 regarding a request by Maxwell Fisher, AICP of ZoneDev on behalf of Sphinx Development for a proposed zoning change from "OT-2 OLD TOWN SUB-DISTRICT 2" and "OT-4 OLD TOWN SUB-DISTRICT 4" to "PD – OLD TOWN SUB-DISTRICT PLANNED DEVELOPMENT" for the properties located at 509 Corry A Edwards, Parcel 4479513, WOODLEA ACRES ADDITION, Block 2 Lot 1 and approximately 1.33 acres of 506 North Rd., Parcel 4480104, WOODLEA ACRES ADDITION, Block 2 Lot 29A BLK 2 LOT 29 LESS SW CORNER of the City OF Kennedale, Tarrant County, Texas, 76060.
- a. Staff Presentation
 - b. Developer Presentation
 - c. Staff Response
 - d. Council Action

VI. 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 of Kennedale Mayor and City Council.
- 2. Updates from the City of Kennedale City Manager.
- 3. Financial Reports for the City and/or the EDC.

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. August 18, 2026, City Council Regular Meeting Minutes.

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

- 1. Interlocal Agreement between the City of Kennedale and Tarrant County regarding Overlay Projects.
- 2. Interlocal Agreement between the City of Kennedale and Tarrant County regarding the Eden Road Bridge Project.
- 3. Discuss Wastewater IFCIP – Projects 1, 2, and 3 - Amendment No.2

VII. 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.

A. PURSUANT TO SECTION 551.074 — Personnel matters, certain deliberations about officers and employees of the governmental body to be held in executive session.

Description:

1. Boards and Commissions
2. City Manager
3. City Secretary

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

IX. ADJOURNMENT



Tina Cox
Interim City Secretary

CERTIFICATION: I DO HEREBY CERTIFY THAT THE SEPTEMBER 15, 2026 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 THREE (3) BUSINESS DAYS 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 CITY COUNCIL, 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.

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026
AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.

SUBJECT

Prioritizing Street Maintenance

SUMMARY

Please use this link to review the Pavement Condition Report that is found on the City of Kennedale's website.

<https://www.cityofkennedale.com/105/Streets>

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: WORK SESSION ITEM II.B.

SUBJECT

Charter Committee

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026
AGENDA ITEM NUMBER: WORK SESSION ITEM II.C.

SUBJECT

Strategic Planning

SUMMARY

Please use this link to access the Comprehensive Plan, Parks Master Plan, Land Use Plan, and Stormwater Capital Improvement Projects.

<https://www.cityofkennedale.com/107/Governance-Documents>

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: — III.A.

SUBJECT
2026 Constitution Week Proclamation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2026 DAR Constitution Week Proclamation	2026 DAR Constitution Week Proclamation.docx
----	---	--

PROCLAMATION
CONSTITUTION WEEK
September 17 – 23, 2026

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I BRIAN JOHNSON, MAYOR OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

~ ***CONSTITUTION WEEK*** ~

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 15th day of September 2026.

Mayor, Brian Johnson

Attest:

Interim City Secretary, Tina Cox

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: — III.B.

SUBJECT
2026 Hispanic Heritage Month Proclamation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2026 Hispanic Heritage Month Proclamation	2026 Hispanic Heritage Month Proclamation.docx
----	---	--

PROCLAMATION
HISPANIC HERITAGE MONTH
September 2026

WHEREAS, each year, Americans observe National Hispanic Heritage Month from September 15 to October 15 by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, the observance begins on September 15 to align with the independence days of several Latin American countries, including Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. Mexico and Chile also celebrate their independence during this period; and

WHEREAS, the official theme for 2026, “UNIDOS, SOMOS MAS.” “TOGETHER, WE ARE MORE.” encourages us to celebrate the traditions and history that have shaped Hispanic identity while looking forward to the promise for future generations; and

WHEREAS, Hispanic Americans continue to enrich our nation's character and shape our shared future through their strong commitment to family, faith, hard work, and service. They have made profound contributions as leaders, entrepreneurs, artists, and innovators in every sector of society; and

WHEREAS, during this month, we celebrate the vibrant and diverse cultures that have enhanced our national life, and we recognize the immeasurable impact of the Hispanic community on our local community of KENNEDALE; and

NOW, THEREFORE, be it resolved that I, BRIAN JOHNSON, MAYOR OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, do hereby proclaim September 15 through October 15, 2026, as Hispanic Heritage Month in KENNEDALE, TARRANT COUNTY, TEXAS, and call upon all residents to join in observing this month with appropriate ceremonies, activities, and programs.

~ ***HISPANIC HERITAGE MONTH*** ~

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 15th day of September 2026.

Mayor, Brian Johnson

Attest;

Interim City Secretary, Tina Cox



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: — III.C.

SUBJECT
2026 Protection and Promotion of the Monarch Butterfly Habitat Proclamation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Monarch Migration 2026 Proclamation (1)	Monarch Migration 2026 Proclamation (1).docx
----	---	--

PROCLAMATION

~ Support of the Protection and Promotion of the Habitats and Well-Being of Monarch Butterflies ~
September 26, 2026

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, our great state of Texas and city of Kennedale fall within the monarch's fall migration route from Canada to Mexico, usually passing through Kennedale in early October; and

WHEREAS, science has documented a significant decline in the population in the past years, partially due to habitat loss and environmental stress; and

WHEREAS, Texas Parks and Wildlife has partnered with the Texas Department of Transportation, and the Lady Bird Johnson Wildflower Center to promote the expansion of milkweed and nectar-producing pollinator plants across the state highways; and

WHEREAS, the National Wildlife Federation offers a quantifiable way for our city to help boost monarch numbers through its nationwide Mayor Monarch Pledge, which the City of Kennedale, Keep Kennedale Beautiful, and the Mayor have participated in since 2016; and

WHEREAS, every citizen of Kennedale can help make a difference for the monarch and all other pollinators by incorporating native plants into home landscapes, cultivating spaces in yards that provide nectar for butterflies, bees and birds, and using pesticides responsibly so as not to kill our important insects; and

WHEREAS, Keep Kennedale Beautiful is leading the charge by educating and encouraging the community to be more pollinator friendly by maintaining The Wilda Turner Butterfly Garden as an outdoor educational tool for all citizens to experience butterflies in person.

NOW, THEREFORE, I, BRIAN JOHNSON, MAYOR OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, do hereby proclaim the importance of protecting monarch butterflies and other pollinators and encourage residence to commit to help restore habitat for the Monarch. I encourage you to join the movement by participating as Keep Kennedale Beautiful hosts the 2026 Butterfly Party on Saturday, September 26. We invite citizens to come learn and play at the free event.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas, to be affixed this 15th day of September 2026.

Mayor, Brian Johnson

Attest;

Interim City Secretary, Tina Cox

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: — III.D.

SUBJECT
2026 National Night Out Proclamation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	NNO Proclamation 2026	NNO Proclamation 2026.pdf
----	-----------------------	---------------------------



Proclamation

September 15th, 2026, National Night Out

Whereas, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 6, 2026, entitled "National Night Out"; and

Whereas, the National Night Out campaign provides an opportunity for neighbors in the City of Kennedale to join over 38 million neighbors across 18 thousand communities from all 50 states, U.S. territories, and military bases worldwide; and

Whereas, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

Whereas, neighbors in the City of Kennedale, Texas, assist the Kennedale Police Department through joint community-building efforts and support National Night Out 2026; and

Whereas, it is essential that all neighbors of the City of Kennedale come together with police and work together to build a safer, more caring community; and

Therefore, we hereby call upon all neighbors of the City of Kennedale to join Kennedale Police Department and National Association of Town Watch in support for National Night Out on Tuesday, October 6, 2026.

Further, let it be resolved that, we do hereby proclaim on Tuesday, September 15, 2026, the State of Texas and the neighborhoods of Kennedale celebrate Tuesday, October 6, 2026, as "National Night Out" in the City of Kennedale, Texas.

NOW, THERE, I, BRIAN JOHNSON, MAYOR OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, do hereby proclaim October 6, 2026 as:

~NATIONAL NIGHT OUT~

IN TESTIMONY WHEREOF, I have set my hand hereunto and have caused the great seal of the City of Kennedale to be affixed this 15th day of September in the year 2026.

Mayor, Brian Johnson
Attest:

Interim City Secretary, Tina Cox



KENNEDALE POLICE DEPARTMENT

TRUST • INTEGRITY • PURPOSE



STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026
AGENDA ITEM NUMBER: — III.E.

SUBJECT

Presentation by Methodist Mansfield Medical Center (Donation of Medical Equipment)

ORIGINATED BY: Eric Carlson, Chief of Police

Angel Biasatti, Methodist Mansfield Medical Center

SUMMARY: Methodist Mansfield Medical Center will donate 25 medical-grade **Stop the Bleed kits** to the Kennedale Police Department.

This donation ensures that frontline police officers are equipped with the vital tools necessary to manage severe hemorrhaging and begin immediate, lifesaving interventions at the scene of traumatic accidents before paramedics arrive.

The 25 bleeding kits provided by the hospital's specialized trauma team include trauma shears, hemostatic dressing and gauze designed to control bleeding, CAT tourniquets, permanent marker, Coban. This partnership reflects an ongoing commitment by Methodist Mansfield to strengthen regional emergency readiness and support local law enforcement in their mission to protect public safety.

Justification: Seconds count during a trauma incident and having the right tools on hand can mean the difference between life and death. The donation empowers officers with the resources and tools they need to stabilize patients immediately and help save lives.

Therefore, we respectfully request to present the donated equipment at the regular council meeting on September 15, 2026.

Eric Carlson, Chief of Police

PROCLAMATION
FIRE PREVENTION WEEK
October 4-10, 2026

WHEREAS, every 23 seconds, a fire department in the United States responds to a fire; and

WHEREAS, the National Fire Protection Association reports that fires in 2024 caused 3,920 civilian deaths and 11,780 civilian injuries, that occurred in homes; and

WHEREAS, lithium-ion battery fires remain a growing concern, with improper charging posing significant risks to life and property; and

WHEREAS, many fire and medical calls for service are preventable through education, enforcement, emergency response, economic incentives, and engineering; and

WHEREAS, each citizen can help create a fire-safe environment by eliminating hazards and promoting safe practices within the community and their homes; and

WHEREAS, the City of Kennedale is committed to protecting the safety of all residents and visitors through proactive fire prevention measures;

NOW, THEREFORE, I, Brian Johnson, Mayor of Kennedale, do hereby proclaim October 4-10, 2026, as Fire Prevention Week in the City of Kennedale, Texas, to raise awareness of fire safety, promote safe charging practices for lithium-ion devices, and encourage community participation in prevention efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Tarrant County, in the State of Texas, to be affixed 15th day of September 2026.

Mayor, Brian Johnson

Attest:

Interim City Secretary, Tina Cox

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: — III.G.

SUBJECT

ATMOS Donation to the Kennedale Professional Firefighters Association

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: — III.H.

SUBJECT
Kennedale Back to School Bash Presentation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.A.

SUBJECT

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE CITY COUNCIL

For a MEETING DATE: September 15, 2026

AGENDA ITEM NUMBER: Public Hearings Item V.A.

SUBJECT

Case PZ #26-13 Conduct a public hearing and consider approval of Ordinance # 806 a proposed zoning change from "OT-2 Old Town Sub-district 2" and "OT-4 Old Town Sub-district 4" to "PD – Old Town Sub-district Planned Development" for properties located at 509 Corry A Edwards, Parcel ID 4479513, Woodlea Acres Addition Block 2, Lot 1 and Approximately 1.33 acres of 506 North Rd., Parcel ID 4480104, Woodlea Acres Addition Block 2, Lot 29A in the City of Kennedale, Tarrant County Texas, 76060. The request being for a PD District based on the OT-2 District utilizing the Colonial Revival style architecture and allowing 59 residential units.

ORIGINATED BY: Edward McRoy, Director of Community Development

AREA SUMMARY

Current Zoning	Proposed Zoning	Comprehensive Plan Designation
OT-2 and OT-4	PD-OT-2	Old Town

Nearby Zoning/Use			
North	OT-2 & OT-4 Vacant and MH park	East	OT-3 (Commercial)
South	PD-HT (Residential)	West	OT-4 (Commercial Auto Repair)

BACKGROUND / ANALYSIS / REVIEW

This proposal is for a residential development consisting of buildings with a varying number of dwelling units. Primary access is from Corry A Edwards Dr. and a secondary outlet to Daleview Drive. The total number of units shown is 59 on five (5) acres resulting in an overall density of 11.8 units per acre.

Key Observations

- The type of units proposed are in a formal sense multifamily but in visual and certain functional ways are also like a townhome development.
- The current OT-2 zoning on the eastern 3.6 acres of the site allows for single-family, duplex, triplex, and quadplex units by right. The remaining OT-4 zoned 1.4 acres allows for 3-story buildings with multi-family apartments on the upper floors of buildings. Assuming a mix of efficiency, 1-, 2-, and 3-bedroom units. A staff estimates possible yields under the proposed vs. existing zoning as:

Zoning	Type	Dwelling Units (DU)	Density/ac
Existing OT-2 (3.6 ac)	Quadraplex units	60 DU	16.666
Existing OT-4 (1.4 ac)	Apartments	34 - 44 DU	24.29
Total (5 ac)	Mixed	94-104	67.14 – 74.29
Proposed PD (5 ac)	Blended TH/MF units	59 DU	11.8

- In addition to the residential units, the proposed concept plan and submitted materials show the provision of a clubhouse, a sports court, a small dog park, and a fitness gym to be provided. Such amenities are unlikely under the current zoning and without the PD.

- The property is in proximity to a library, senior center, city park/gathering space, shopping area, Kennedale Parkway and Civic Uses (City Hall, Police, Court, Water Billing) making it generally walkable to these locations.
- A 5-foot-high wrought iron style decorative fence is shown surrounding the site. This is preferable to the use of solid masonry screening walls and may be favored by neighboring residents. It will, however, set the site apart visually and functionally. This is atypical for traditional small-town design.
- All proposed buildings are limited to 2-stories with entrances for upper story units at the ground level and without exterior stairways. This design is visually and functionally similar to a townhome site.
- The site is at a lower elevation than the SF homes on Daleview Dr. to the south. The elevation drops as the project proceeds farther west.
- Vehicular access would be through a proposed 24' private drive to be maintained by the development. This drive has a stub to Daleview Dr. then continues west approximately 500' to 550', terminating with a hammerhead-style turn-around.
- The buildings adjacent to Daleview Dr. have entrances facing both north (interior) and south (exterior). This creates a face-to-face configuration with homes on Daleview Dr. Farther west, buildings have entrances only facing north or east. This establishes a back-to-back or back-to-side configuration with Daleview Dr. homes. This is a preferred configuration.
- The proposed housing type fits with the concept of providing a "missing middle" for residential opportunities between single-family homes and high-density apartments.
- Sidewalks are shown inside the site extending to Corry A. Edwards with two additional connections at the southeast to Daleview Dr.
- A drive connection to Daleview Dr. for a secondary exit is provided. This allows for some traffic dispersal. Corry A Edwards Dr. nonetheless is presumed to be the primary route in and out.
- The site is unfortunately within a 'superblock' block area with limited east-west connectivity and few alternative routes for pedestrians or vehicles. Between Dick Price Road and W. 3rd Street to the west there is about 2,216 feet without a cross connection. This significantly exceeds block lengths associated with walkable neighborhoods (600 to 1,320 feet). Destinations used in projecting likely travel patterns however are located primarily to the east and north.
- No modifications or reductions to landscaping are proposed. The site will therefore be required to comply with existing landscaping standards including street trees and parking lot landscaping.

Comprehensive Plan & UDC OT Language

The Comprehensive Plan and Future Land Use Plan show this area intended for Old Town Development. The language in the Comprehensive Plan however, is notably limited in providing much specific land use guidance. The following is found in the Comprehensive Plan and OT-District provisions:

"As redevelopment unfolds, the focus should be on preserving the area's diverse mixture of uses, promoting walkability, and creating public gathering spaces."

"Encourage a mix of residential, commercial, institutional, and recreational uses to promote diversity, vibrancy, and economic resilience."

“Adaptive reuse plays a crucial role in revitalizing the area ...”

“Mixed uses that meet pre-determined standards may be permitted within designated neighborhoods and provide a variety of housing for people in different stages of their lives.”

“The regulations in this section are intended to encourage a relatively dense mix of residences and businesses that create a built environment which is both aesthetically pleasing, and which encourages walkability and public gatherings.”

“Minimize use of cul-de-sacs in new neighborhoods so that emergency services can be provided as quickly as possible when needed”

“Design rights-of-way on new neighborhoods to provide a permeable but not strictly gridded network of streets. This allows a spreading of traffic for new neighborhoods and reduces congestion on pinch points on arterials and collectors.”

PUBLIC COMMENTS

Public comments received to date reflect opposition from several property owners within the 200-foot notification area. Because the request includes new residential development, the 60% written protest provisions of Texas Local Government Code §211.0061 apply rather than the traditional 20% threshold.

The Planning and Zoning Commission serves solely in an advisory role. Statutory written protest provisions therefore apply only to the City Council. In making its recommendation, the Commission may consider all public comments, (in favor or against), the Comprehensive Plan, applicable ordinances, and all other relevant evidence.

FINDINGS & CONCLUSIONS

Staff finds the proposed zoning:

- Is on balance compatible with the OT designation in the Future Land Use Plan. (+)
- Limits the maximum development potential for intensity compared to the existing zoning. (+)
- Provides an underrepresented housing option in conformance with Comprehensive Plan goals. (+)
- Proposes a blended architectural form and design with spacing and orientations far more compatible with nearby single-family uses than the existing zoning standards would. (+)
- Reinforces a superblock condition for vehicular and pedestrian travel. (-)

Recommendations

P&Z – Approve
(5-0-2)
(Jones, Martinez - Abstain)

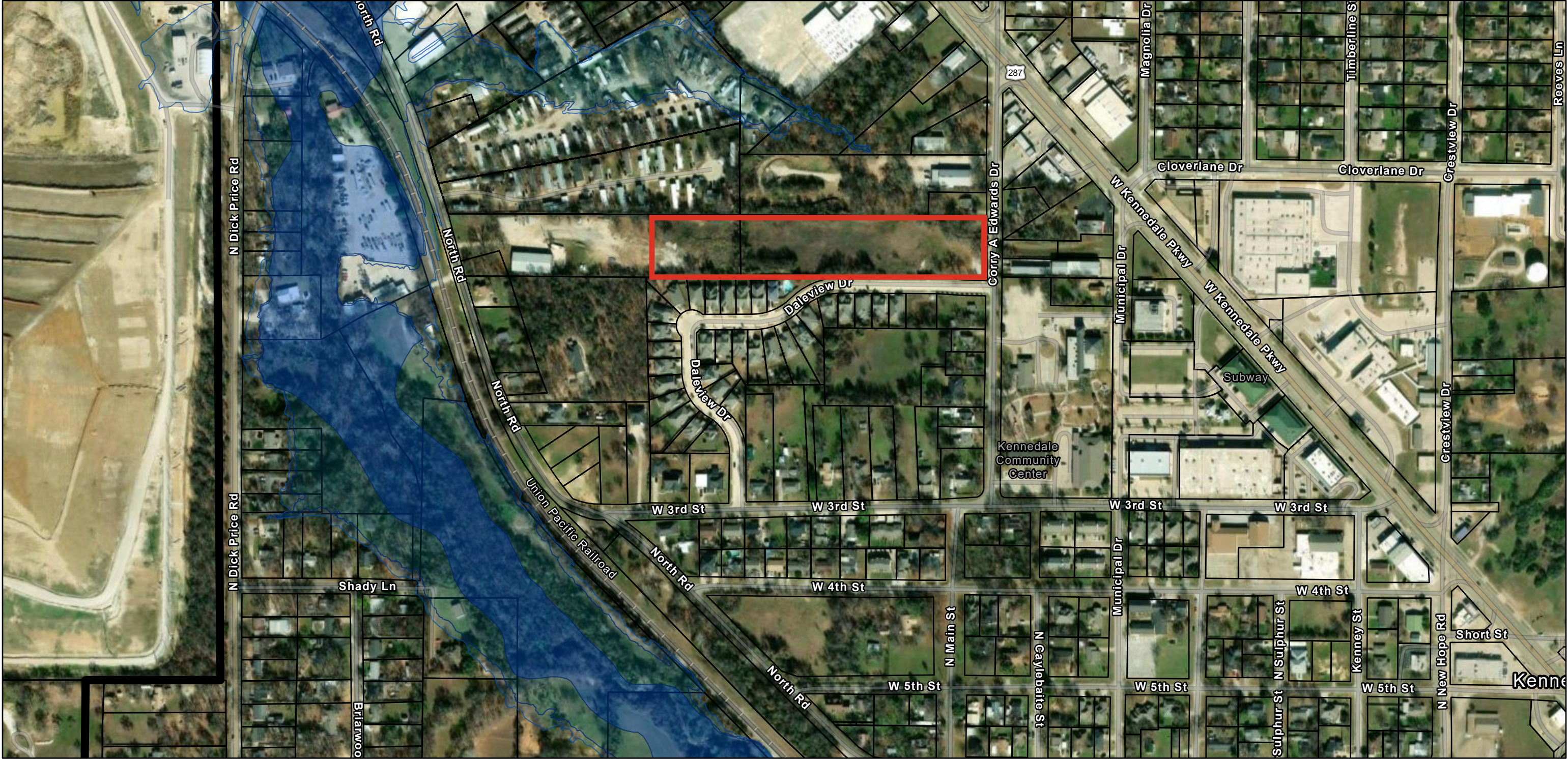
- 1) Amenities listed are included in the PD language.
- 2) Pedestrian access along Daleview Dr. to be removed.
- 3) Vehicle access to Daleview Dr. shall be limited to Emergency Access only.
- 4) Buildings on the site shall be limited to 2 stories.
- 5) Buildings to be constructed as shown in the presented elevation pictures.

Staff – Approve Subject to any conditions or changes desired.

ATTACHMENTS

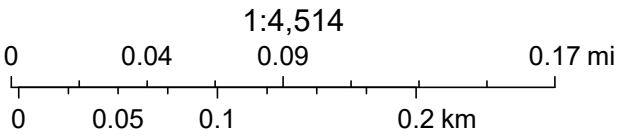
1	Location Map	4	Proposed Ordinance	7	Other Materials
2	Zoning Map	5	Supplemental Applicant Materials	8	Tax Statement
3	Future Land Use Plan	6	Responses Received		

PZ 26-13 Location Map



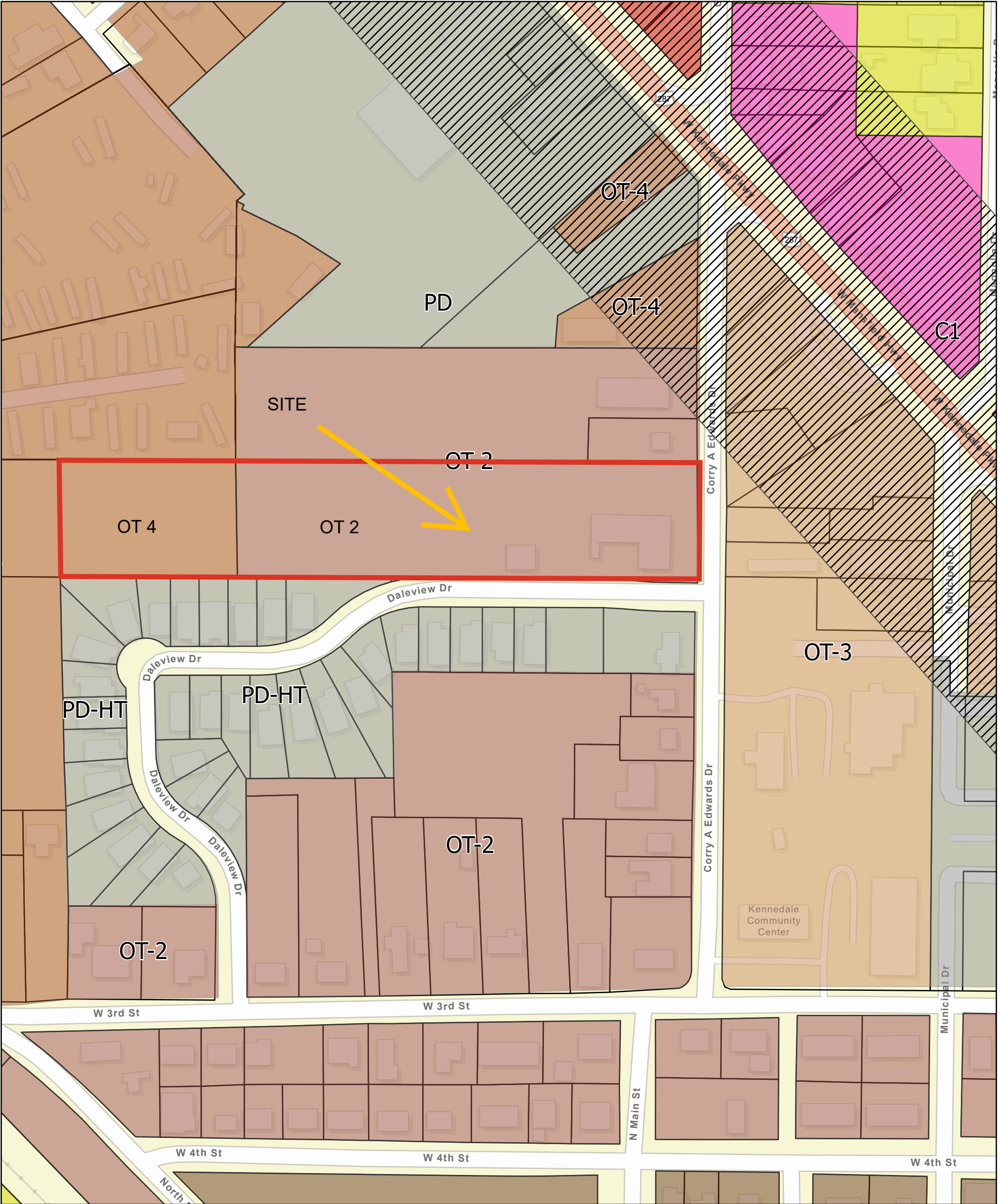
8/27/2026, 8:55:46 PM
Overlay Districts - Floodplain

- Floodway
- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard
- City Limits
- TAD Parcels



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Vantor

PZ 26-13 Zoning Map



7/17/2026, 12:51:39 PM

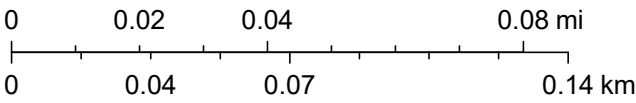
Overlay Districts - Business 287 and Interstate 20/820 Loop

Zoning (View)

- C1 - Restricted Commercial District
- C2 - General Commercial District
- OT-1 - Old Town Sub-District 1
- OT-2 - Old Town Sub-District 2
- OT-3 - Old Town Sub-District 3

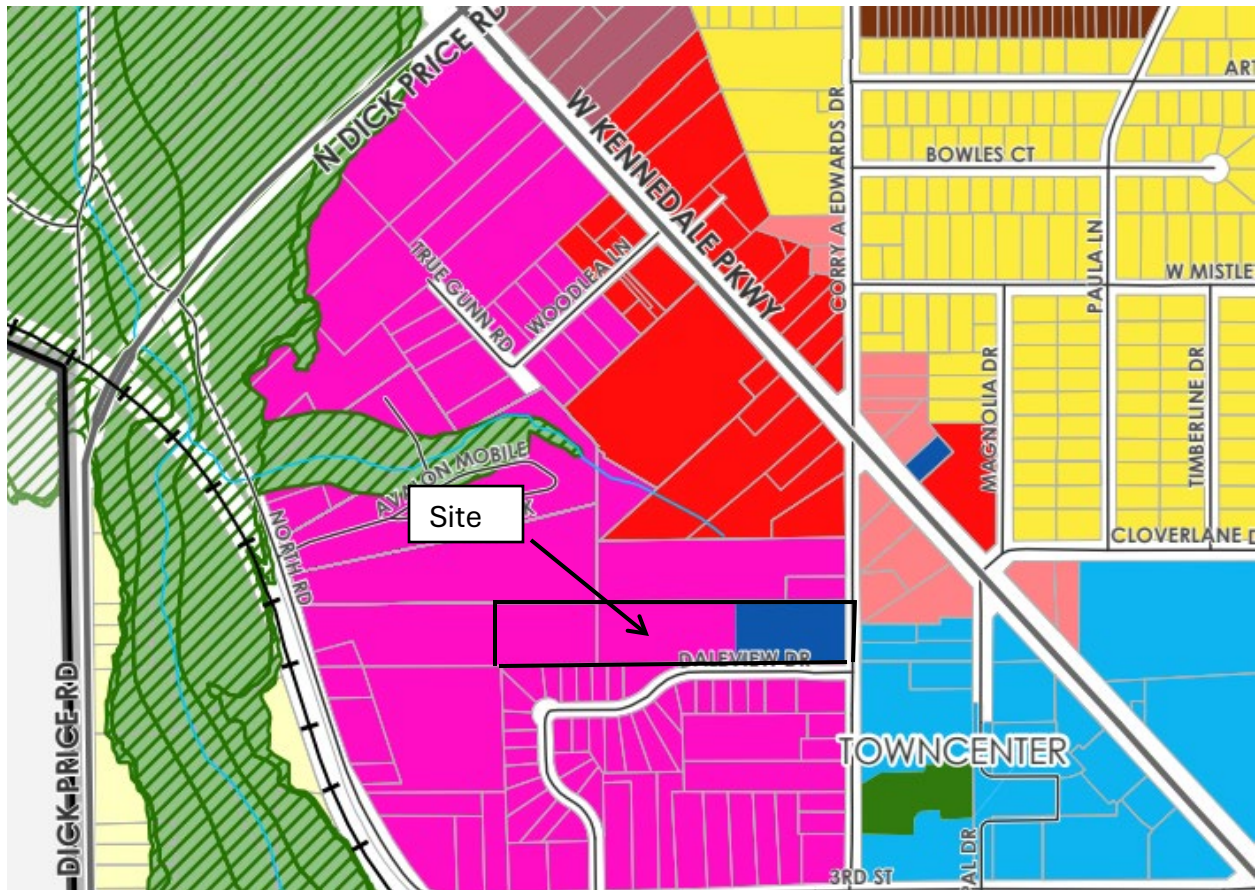
- OT-4 - Old Town Sub-District 4
- R3 - Single Family Residential District
- PD - Planned Development District
- PD-HT - Planned Development District - Hilltop PD
- City Limits
- TAD Parcels

1:2,257



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

PZ Case 26-13 Future Land Use Map





OWNER AFFIDAVIT

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

Property Address: 1.3 acres of the eastern portion of 506 North Dr. Kennedale, TX 76060

Legal Description: Legal Description to be provided by survey

Applicant: Sphinx Development Corporation

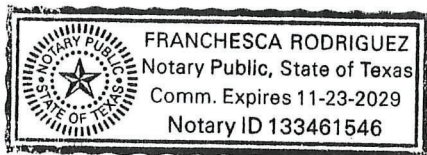
Type of P&Z Request: Zoning Change

I, Randy Murphy, 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: Randy Murphy
 Owner Signature: [Signature]
 Date: 2/13/26

Sworn To and Subscribed before me by 2.13.26 Randy Murphy
 ON THIS 13 DAY OF February, 2026

[Signature]
 Notary Public, Tarrant County, Texas



**OWNER AFFIDAVIT**

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

Property Address: 509 Corry A Edwards Dr Kennedale TX 76060

Legal Description: Lot 2, Block 2 Woodlea acres Addition

Applicant: Sphinx Development Corporation

Type of P&Z Request: Zoning Change

I, Olusegun Asekun, 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: CITIPoint PROPERTIES & INV. LLC

Owner Signature: [Signature]

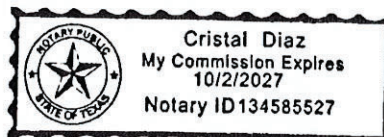
Date: 01/28/2026

Sworn To and Subscribed before me by Olusegun Asekun

ON THIS 28th DAY OF January, 2026

[Signature]

Notary Public, Tarrant County, Texas





PLANNING AND ZONING NOTICE OF PUBLIC HEARING

August 12, 2026

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on, September 3, 2026 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #26-13 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM “OT-2 OLD TOWN SUB-DISTRICT 2” AND “OT-4 OLD TOWN SUB-DISTRICT 4” TO “PD – OLD TOWN SUB-DISTRICT PLANNED DEVELOPMENT” FOR THE PROPERTY LOCATED AT 509 CORRY A EDWARDS, PARCEL 4479513, WOODLEA ACRES ADDITION BLOCK 2 LOT 1 AND APPROXIMATELY 1.33 ACRES OF 506 NORTH RD, PARCEL 4480104, WOODLEA ACRES ADDITION Block 2 Lot 29A BLK 2 LOT 29 LESS SW CORNER OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

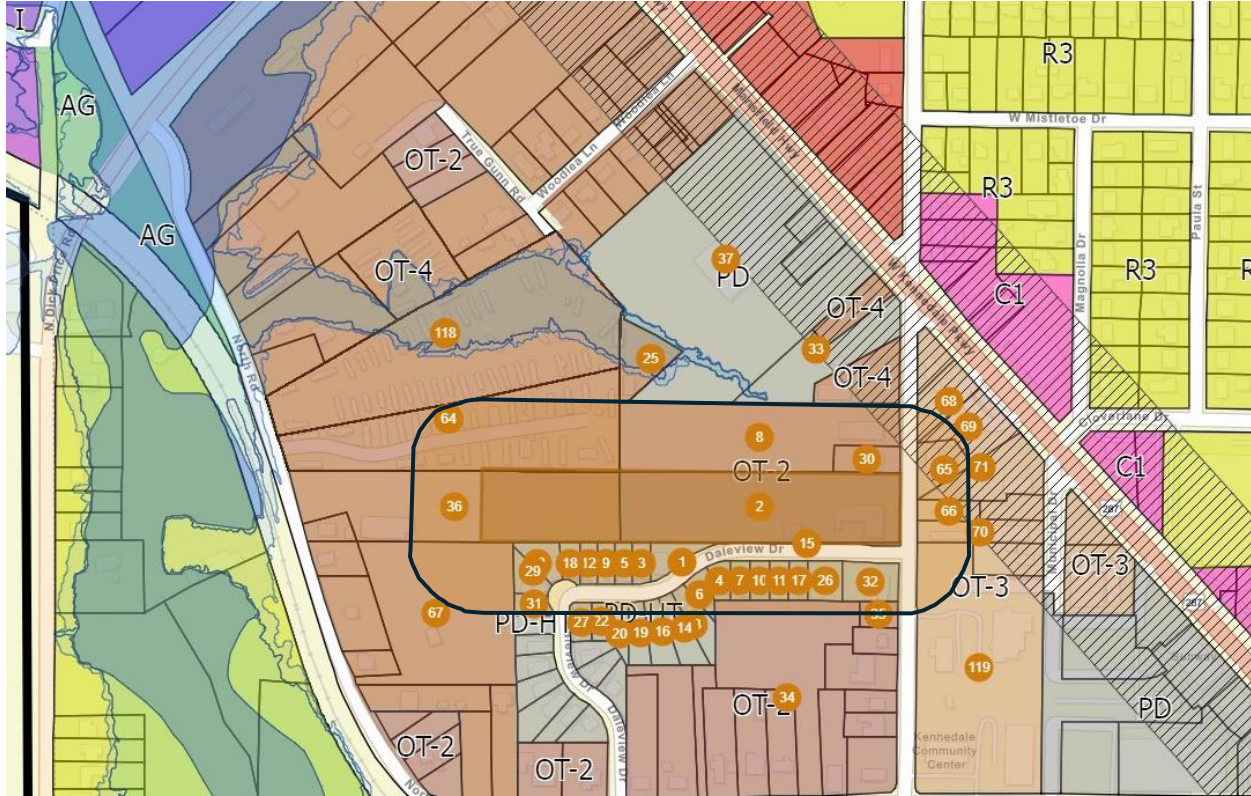
We are sending notification to those who own real property(ies) within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in 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 Community Development Director, Ed McRoy at 817-985-2135 or emcroy@cityofkennedale.com.

The agenda will be posted at least three business days before the meeting at www.cityofkennedale.com/agendas.

Sincerely,

Kimisha Kelley
Permit Clerk
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
kkelley@cityofkennedale.com
(817)985-2133

Case PZ-13 PON Notification Map



Disclaimer: Property Owner Notifications are sent via USPS First Class mail and include information mandated by the State of Texas. Address and owner information is derived from data available from the Tarrant Central Appraisal District (TCAD) at time of application processing. Deed transfers filed but not updated in the mapping system and database may not be reflected in letter. In the TCAD property and mapping system, HUD-Code manufactured homes are identified as real property even when such structures may be located on leased spaces. Such property owners do not count toward protest information calculations.

Being a portion of Lot 29, Block 2 of Woodlea Acres, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat thereof, recorded in Volume 388-B, Page 158, Map Records, Tarrant County, Texas, same being a portion of that tract of land conveyed to RDLJ, LLC, by deed recorded in Instrument No. D216031977, Official Public Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron rod found for corner, said corner being in the North line of Hilltop Addition, an addition to the City of Kennedale, Tarrant County, Texas, according to the Plat thereof recorded in Instrument No. D217227468, Plat Records, Tarrant County, Texas, same being the South common corner of said Lot 29, Block 2 of Woodlea Acres(388-B/158) and Lot 1, Block 2, Woodlea Acres, an addition to the City of Kennedale, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-A, Page 130, Plat Records, Tarrant County, Texas;

THENCE South 89 degrees 06 minutes 33 seconds West, along the North line of said Hilltop Addition, passing at a distance of 13.72 feet to a 1/2 inch iron rod found, at the North common corner of Lots 13 and 14, Block A, of said Hilltop Addition, and continuing a total distance of 290.02 feet to a point for corner, from which a 3/4 inch pipe found at the northwest corner of Lot 10, Block A, of said Hilltop Addition bears South 89 degrees 06 minutes 33 seconds West, a distance of 15.54 feet;

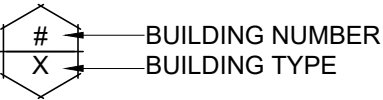
THENCE North 00 degrees 00 minutes 24 seconds West, over and across said Lot 29, a distance of 201.88 feet to a point for corner, said corner being in the South line of Lot 28-R, Block 2, of Woodlea Acres Subdivision, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat thereof, recorded in Cabinet A, Slide 4553, Map Records, Tarrant County, Texas, from which a 5/8 inch iron rod found for witness at the Northwest corner of said Lot 29, Block 2 of Woodlea Acres(388-B/158) bears South 89 degrees 24 minutes 36 seconds West, a distance of 655.73 feet;

THENCE North 89 degrees 24 minutes 36 seconds East, along the South line of said Lot 28-R, Block 2 of Woodlea Acres Subdivision(A/4553), a distance of 290.00 feet to a 3/4 inch iron rod found for corner to a for corner, said corner being the Southeast corner of said Lot 28-R, Block 2 of Woodlea Acres Subdivision (A/4553), the Southwest corner of that tract of land conveyed to Edwards 14-601, LLC, a Texas limited liability company, by deed recorded in Instrument No. D219275099, Official Public Records of Tarrant County, Texas, and the Northwest corner of said Lot 1, Block 2, Woodlea Acres(388-A/130), from which a 1/2 inch iron rod with orange plastic cap stamped "COOMBS 5294" found for witness at the Northeast corner of said Lot 1, Block 2, Woodlea Acres(388-A/130) bears North 89 degrees 24 minutes 36 seconds East, a distance of 800.00 feet;

THENCE South 00 degrees 00 minutes 24 seconds East, along the West line of said Lot 1, Block 2, Woodlea Acres(388-A/130), a distance of 200.36 feet to the POINT OF BEGINNING and containing 58,322 square feet or 1.33 acres of land.

BUILDING TABULATION					
BUILDING TYPE	A	B	C	D	TOTAL
# BLDGS	4	1	2	1	8
# STORIES	2	2	2	1 & 2	
UNITS/BLDG	8	6	8	5	59
TOTAL GROSS BLDG S.F.	43,776 S.F.	7,954 S.F.	19,174 S.F.	6,154 S.F.	77,058 S.F.

BUILDING KEY



SITE PLAN ADHERES TO THE
LOCAL CODES AND ORDINANCES

EMPLOYEE AND TENANT S.F. CLUBHOUSE CALCULATIONS

CONDITIONED SPACE S.F.	
EMPLOYEE ONLY S.F.	
[CLUBHOUSE] MECH. CLOSETS	52 S.F.
[CLUBHOUSE] RESTROOM	47 S.F.
TOTAL EMPLOYEE ONLY S.F.	99 S.F.
TENANT ACCESS S.F.	
[LEASING] LOBBY	268 S.F.
[LEASING] MAILROOM	220 S.F.
[LEASING] PACKAGE	88 S.F.
[CLUBHOUSE] COMMUNITY ROOM	900 S.F.
[CLUBHOUSE] KITCHEN	157 S.F.
[FITNESS] FITNESS	737 S.F.
[FITNESS] RESTROOM	66 S.F.
TOTAL TENANT ACCESS S.F.	2,436 S.F.

TOTAL CONDITIONED AIRSPACE 2,535 S.F.

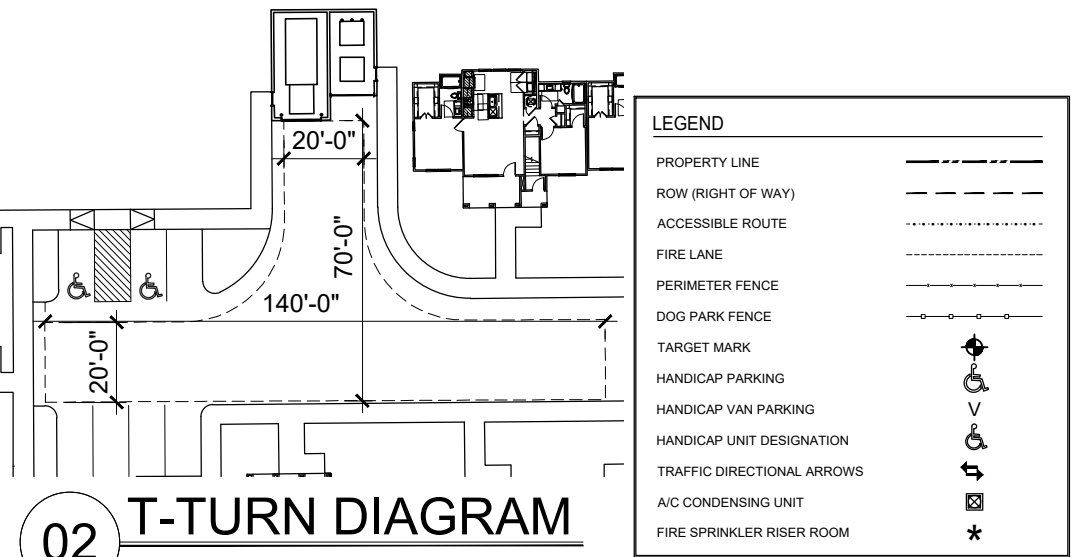
UNCONDITIONED SPACE S.F.	
EMPLOYEE ONLY S.F.	
N/A	0 S.F.
TOTAL EMPLOYEE ONLY S.F.	0 S.F.
TOTAL GROSS CLUBHOUSE S.F.	2,737 S.F.

SITE DATA	
ACRES (TOTAL)	5.00
TOTAL UNITS	59
UNITS/ACRE	11.80
-NO KNOWN FLOODPLAIN	
-DETENTION POND SHOWN	

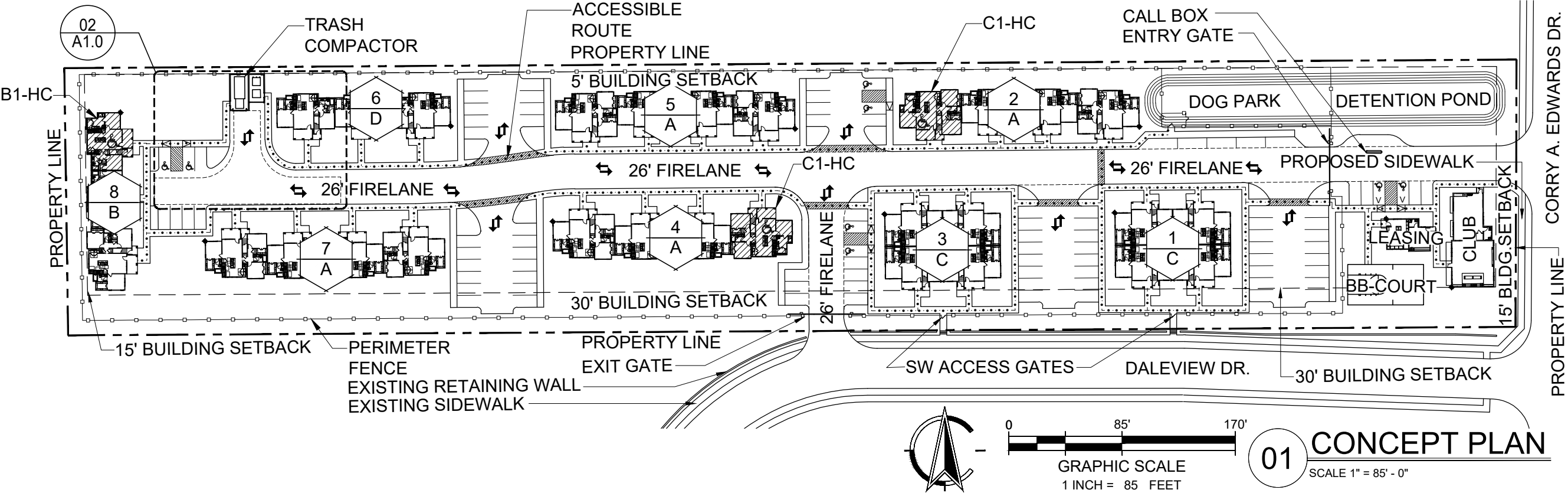
SITE AMENITIES	
-COMMUNITY ROOM	
-FITNESS CENTER	
-PICKLEBALL COURT	
-DOG PARK	
-TRASH COMPACTOR	

UNIT TABULATION				
UNIT TYPE	# UNITS	%	UNIT S.F.	TOTAL NET S.F.
B1 - TWO BED/TWO BATH	12	20%	1,097 S.F.	13,164 S.F.
B1P1 - TWO BED/TWO BATH	11	19%	1,074 S.F.	11,814 S.F.
B1P2 - TWO BED/TWO BATH	1	2%	1,075 S.F.	1,075 S.F.
B1P3 - TWO BED/TWO BATH	1	2%	1,074 S.F.	1,074 S.F.
B2 - TWO BED/TWO BATH	8	14%	1,146 S.F.	9,168 S.F.
B2P1 - TWO BED/TWO BATH	8	14%	1,138 S.F.	9,104 S.F.
B-UNIT SUBTOTAL:	41	71%		45,399 S.F.
C1 - THREE BED/TWO BATH	9	15%	1,352 S.F.	12,168 S.F.
C1P1 - THREE BED/TWO BATH	7	12%	1,333 S.F.	9,331 S.F.
C1P2 - THREE BED/TWO BATH	2	3%	1,333 S.F.	2,666 S.F.
C-UNIT SUBTOTAL:	18	29%		24,165 S.F.
TOTAL	59	100 %		69,564 S.F.

PARKING REQUIRED	
1.5 SPACES PER UNIT (1.5 X 59 UNITS)	89
TOTAL PARKING REQUIRED	89
PARKING PROVIDED	
• UNCOVERED PARKING	
REGULAR	77
HC ACCESSIBLE	6
HC VAN ACCESSIBLE	2
CLUBHOUSE	4
TOTAL PARKING PROVIDED	89
PARING RATIO	1.50



ACCESSIBLE UNITS	
TOTAL UNITS	59
ADA UNITS (5% OF TOTAL UNITS)	3
B1 HC UNITS	1
C1 HC UNITS	2



Planned Development Standards

Sphinx Development Corporation Corry A. Edwards Townhomes

The purpose of the Planned Development is to create unique standards to develop a cottage style residential community based in the Old Town District. Development is subject to the regulations of the Kennedale Code of Ordinances, as amended, unless explicitly stated otherwise in this article.

Development shall generally comply with the enclosed Concept Plan, Exhibit C. In the event of a conflict between the PD conditions and the Concept Plan, the PD Conditions prevail.

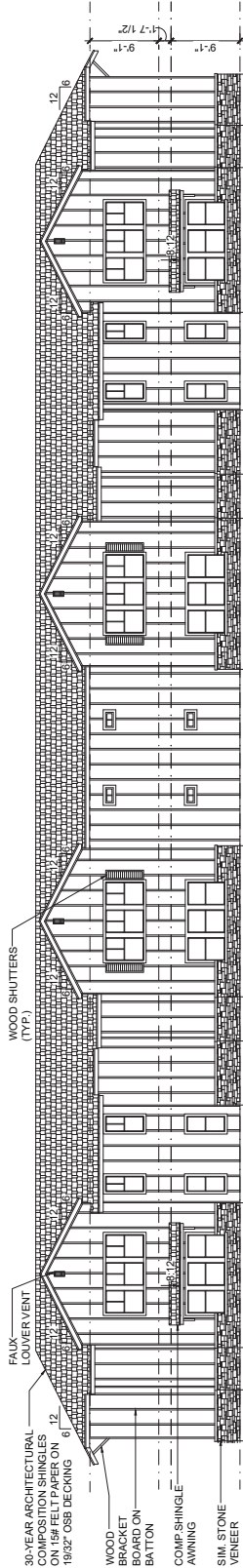
- A. **Permitted Land Uses.** Uses allowed are those uses allowed in the Old Town-2 District (OT-2) plus the following use: dwelling, multi-family
- B. **Development Standards.** Development is subject to the OT-2 District, except as provided in this article below:
 - 1. Building design and architecture shall generally comply with the enclosed building renderings, Exhibit D-1 and D-2. The inspiration of design generally follows the “Colonial Revival” option of the OT-2 District. Exhibits D-1 and D-2 supplant the requirements of
 - a. To differentiate from a conventional apartment community, all residential units shall comply with the following regulations:
 - i. The primary access for all ground floor residential units shall be directly from the outside
 - ii. The primary access for all upper story residential units shall be directly from the outside via an enclosed staircase connected to an exterior ground floor door
 - 2. Site design.
 - a. Building Orientation. The office and community clubhouse shall be oriented toward Corry A. Edwards Drive. The office clubhouse shall occupy a minimum of 30% of the public street frontage. The drive approach shall be deducted from the street frontage calculation. The clubhouse shall be located within 25 feet of the right-of-way to qualify as fronting the public street.
 - b. Residential structures are permitted to front on the private internal drive. Buildings A2, A4, A5, A7, B8, and D6 are not required to front on a public street.
 - c. Except for Buildings C1 and C3, all residential structures shall front on the shown internal drive and are not required to front on a periphery public street.
 - d. Buildings C1 and C3 shall have half of the units fronting north toward the internal drive and the other half front Daleview Drive, as shown on Exhibit C.
 - e. Porch entrance. Except for Buildings C1 and C3, building entrance and porches are permitted to be oriented toward the main internal drive. Building entrances and porches are permitted to be oriented toward the main internal private drive. Buildings C1 and C3 shall have half of the units with entrances and porches fronting toward the internal drive and the other half fronting Daleview Drive.
 - f. Block length. Block length and connectivity are generally permitted as shown on the Concept Plan.
 - g. Parking. Open surface parking is allowed as generally shown on the Concept Plan. Covered parking is not required.

Planned Development Standards

Sphinx Development Corporation

Corry A. Edwards Townhomes

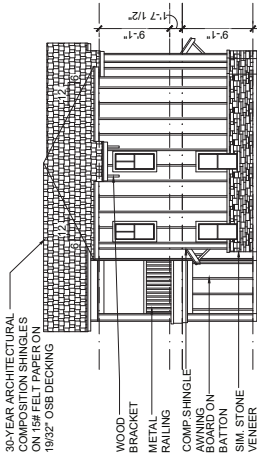
- h. A minimum 5' wide sidewalk is required along Correy A. Edwards Drive.
 - i. A minimum 5' wide sidewalk is required to connect the private sidewalk in the development to the public sidewalk along Daleview Drive.
 - j. A minimum 5' tall wrought iron style decorative metal fence is required along the perimeter of the property.
 - k. The Daleview driveway will be gated and used as a resident exit and full emergency access only.
 - l. A row of evergreen trees are required in the southern yard where the yard is contiguous to the existing single-family lots to the south.
- 3. Parking space requirement: 1.5 spaces per residential unit.
 - 4. Buildings shall be setback a minimum of 30 feet from the common property line shared with the residential neighborhood to the south.
 - 5. In addition to striping, no parking signage shall be posted periodically along the internal drive with relevant references to city ordinance provisions.



BUILDING 'A' - REAR ELEVATION

SCALE: 1/16" = 1'-0"

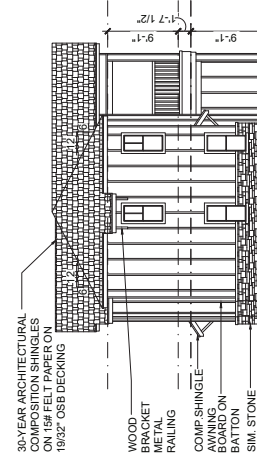
04 REQ'D @ BLDG. #2,4,5,7



BUILDING 'A' - RIGHT ELEVATION

SCALE: 1/16" = 1'-0"

04 REQ'D @ BLDG. #2,4,5,7



BUILDING 'A' - LEFT ELEVATION

SCALE: 1/16" = 1'-0"

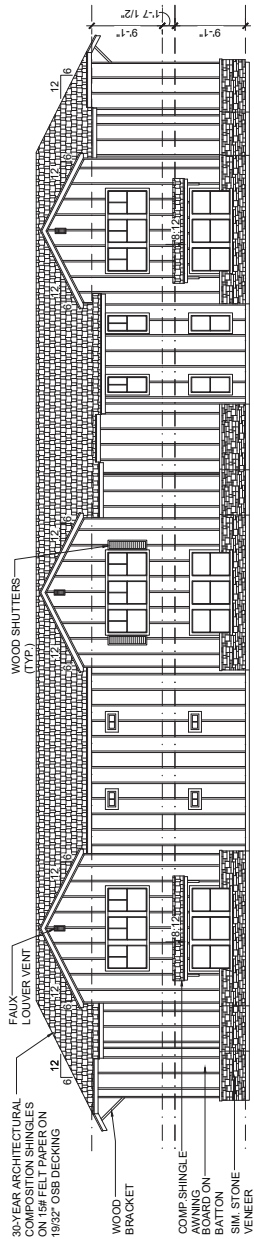
04 REQ'D @ BLDG. #2,4,5,7



BUILDING 'A' - FRONT ELEVATION

SCALE: 1/16" = 1'-0"

04 REQ'D @ BLDG. #2,4,5,7



BUILDING 'B' - REAR ELEVATION

SCALE: 1/16" = 1'-0" 01 REQ'D @ BLDG. #8



BUILDING 'B' - RIGHT ELEVATION

SCALE: 1/16" = 1'-0" 01 REQ'D @ BLDG. #8

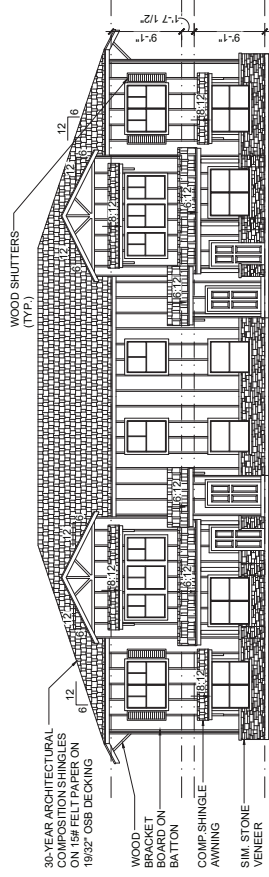
BUILDING 'B' - LEFT ELEVATION

SCALE: 1/16" = 1'-0" 01 REQ'D @ BLDG. #8



BUILDING 'B' - FRONT ELEVATION

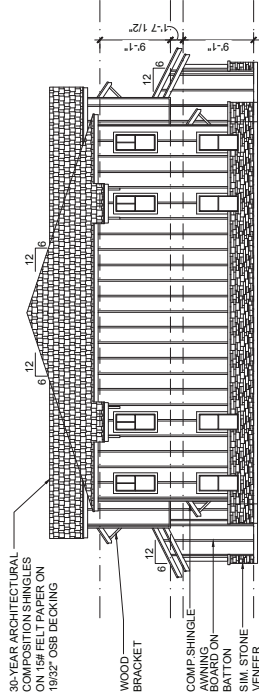
SCALE: 1/16" = 1'-0" 01 REQ'D @ BLDG. #8



BUILDING 'C' - REAR ELEVATION

SCALE: 1/16" = 1'-0"

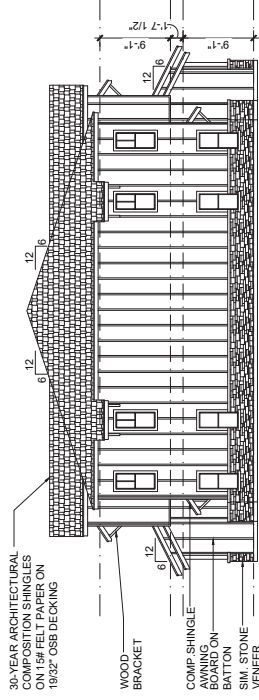
02 REQ'D @ BLDG. #1 & 3



BUILDING 'C' - RIGHT ELEVATION

SCALE: 1/16" = 1'-0"

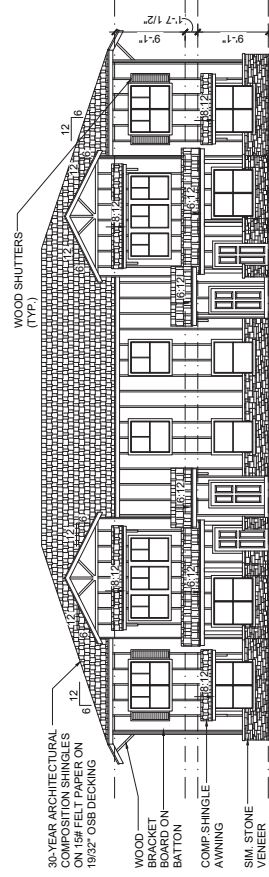
02 REQ'D @ BLDG. #1 & 3



BUILDING 'C' - LEFT ELEVATION

SCALE: 1/16" = 1'-0"

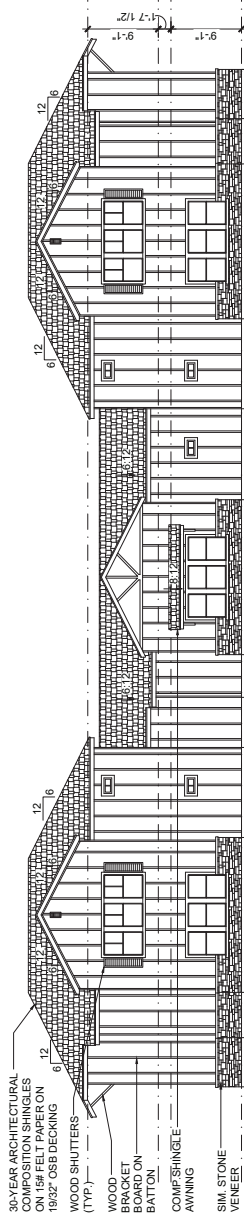
02 REQ'D @ BLDG. #1 & 3



BUILDING 'C' - FRONT ELEVATION

SCALE: 1/16" = 1'-0"

02 REQ'D @ BLDG. #1 & 3



BUILDING 'D' - REAR ELEVATION

SCALE: 1/16" = 1'-0"

01 REQ'D @ BLDG. #6



BUILDING 'D' - RIGHT ELEVATION

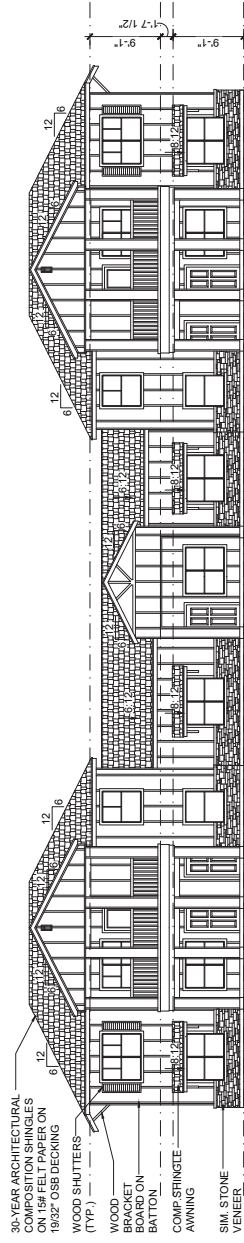
SCALE: 1/16" = 1'-0"

01 REQ'D @ BLDG. #6

BUILDING 'D' - LEFT ELEVATION

SCALE: 1/16" = 1'-0"

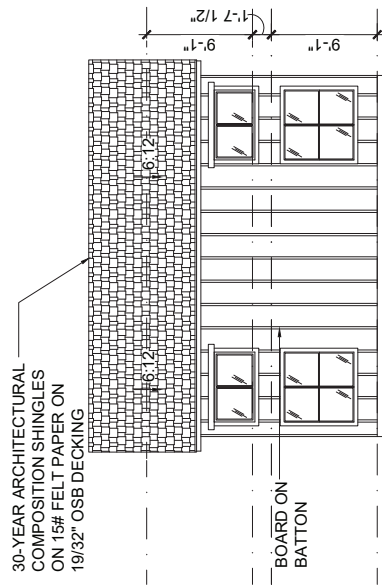
01 REQ'D @ BLDG. #6



BUILDING 'D' - FRONT ELEVATION

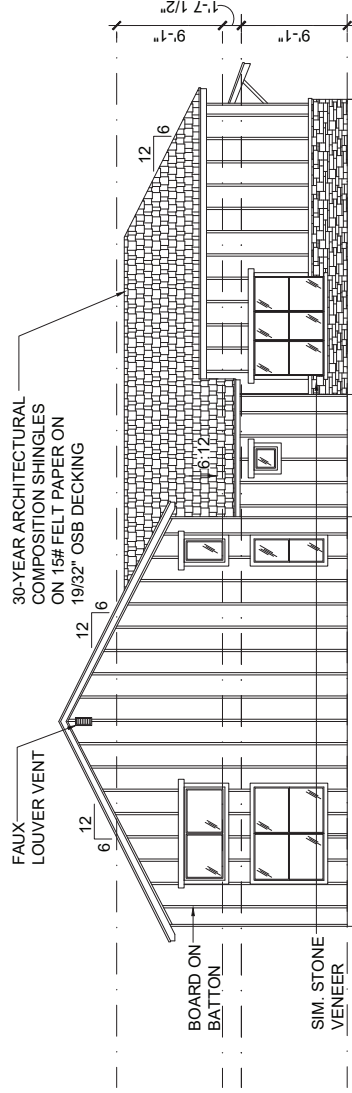
SCALE: 1/16" = 1'-0"

01 REQ'D @ BLDG. #6



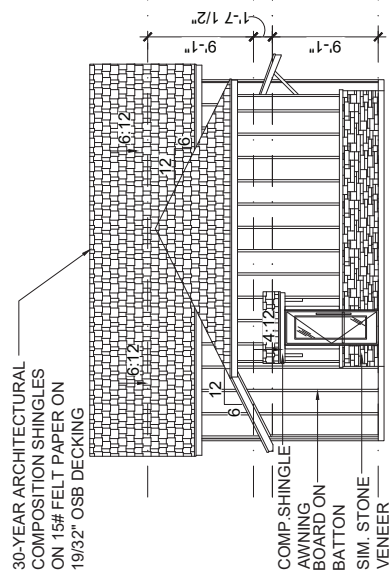
AMENITY - RIGHT ELEVATION

SCALE: 3/32" = 1'-0"



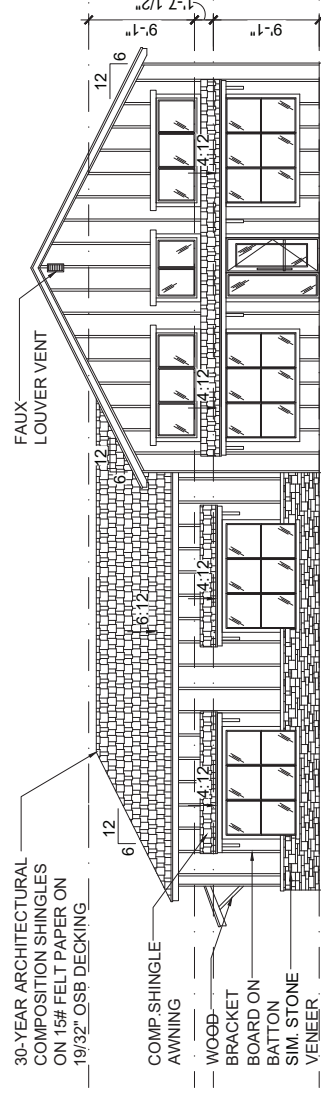
AMENITY - REAR ELEVATION

SCALE: 3/32" = 1'-0"



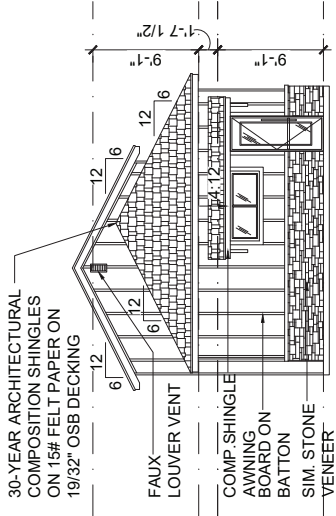
AMENITY - LEFT ELEVATION

SCALE: 3/32" = 1'-0"



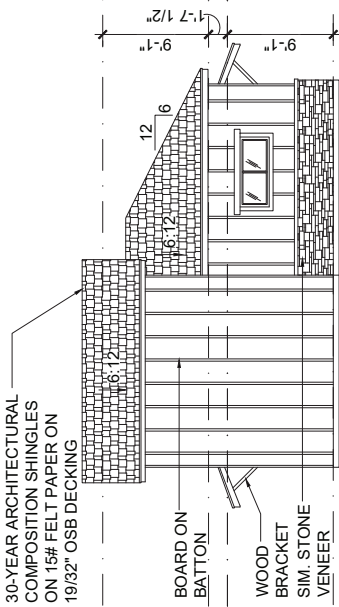
AMENITY - FRONT ELEVATION

SCALE: 3/32" = 1'-0"



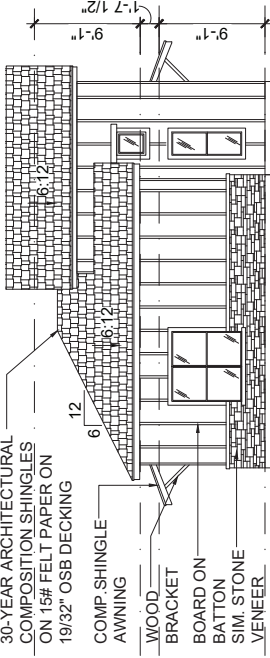
LEASING - RIGHT ELEVATION

SCALE: 3/32" = 1'-0"



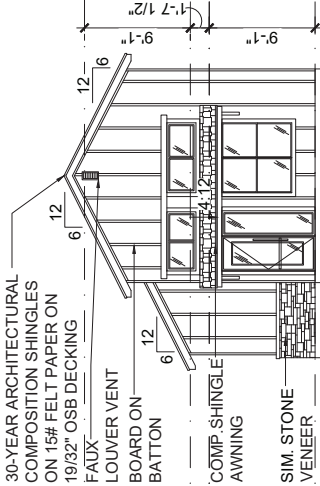
LEASING - REAR ELEVATION

SCALE: 3/32" = 1'-0"



LEASING - LEFT ELEVATION

SCALE: 3/32" = 1'-0"



LEASING - FRONT ELEVATION

SCALE: 3/32" = 1'-0"







Sphinx Development Corporation (“SDC”), formally expresses interest in developing a 59-unit, 2-story, residential community on a 5-acre site consisting of 509 Correy A. Edwards and the eastern portion of 506 North Road. SDC requests a change of zoning from both Old Town subdistrict-2 and Old Town subdistrict-4 to a Planned Development based on the Old Town-2 subdistrict to allow the townhome style residential community. The purpose of the Planned Development is to create zoning that best accommodates a unique housing community on an irregular shaped and challenging parcel.

SDC intends to provide a unique housing option in the heart of Kennedale. SDC has a proven history of building excellent communities in the DFW metro. SDC has a proven track record of partnering with cities to create excellent living communities. These communities enrich the city and expand attainable housing options for prospective residents. Please find a summary of the proposed residential community below:

Project Concept

- Approximately 60 total units of mixed income residences
- Eight (8) buildings with a range of 5 to 8 units per building
- A mixture of 2 and 3-bedroom, two bath units ranging from 1,097 to 1,333 square feet in floor area
- High quality architecture with significant wall articulation and architectural features
- Unique cottage style housing with individual ground floor access like a townhome
- On-site amenities, including a 2,737-square foot clubhouse, a sports court, dog park, and community room to support recreation and community engagement.

Economic & Community Impact

- Supports sustainable growth and workforce stability by providing attainable housing options for residents who live, work, and serve the community.
- Preserves small-town character through “missing middle” housing types that offer moderate density, efficient land use, and neighborhood-scale design rather than large apartment complexes.
- Promotes inclusive and resilient neighborhoods by integrating mixed-income households and diverse housing types, encouraging long-term residency, and stable property values.
- Strengthens walkability and quality of life by allowing residents to access daily needs—parks, library, groceries, schools, and civic services—without relying on vehicles, which is especially valuable for families & seniors.

Thank you for your consideration of support for Corry Edwards
Townhomes

See more of our work at: www.sdcus.com

*Development information is preliminary at this time and subject to change.



Corry Edwards Townhomes

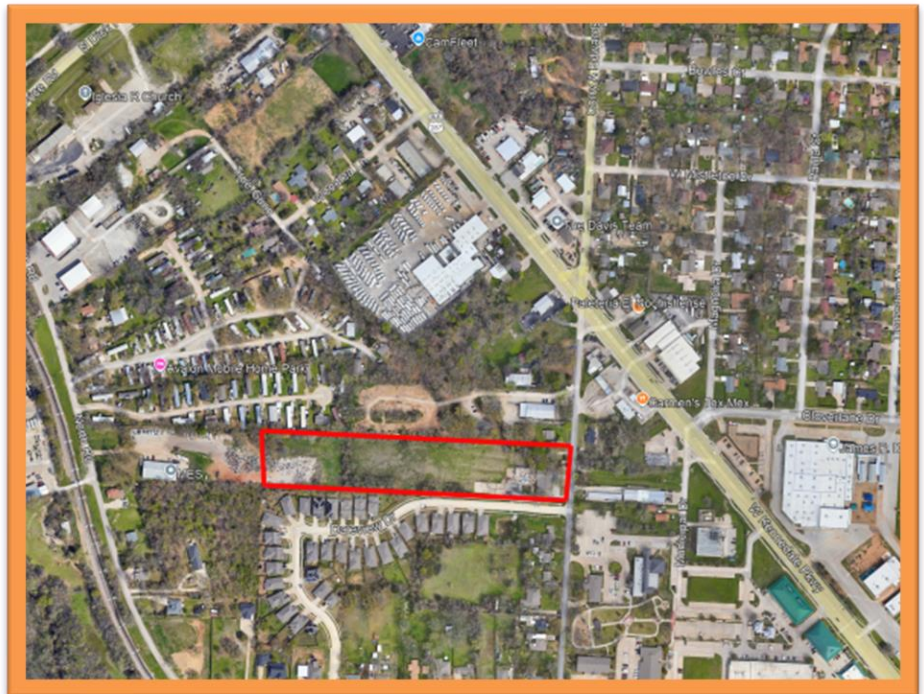
A Mixed Income Family Community

To be located at 509 Corry A Edwards Dr Kennedale, TX 76060



Located in Historic Old Town Kennedale

- Mixed income family community
- Proximity to various family-serving amenities including Town Center Park, and Kennedale Town Center
- In walking distance of city hall, public library, and grocery stores.





Community & Unit Amenities

- Townhome style buildings that will conform to the existing community.
- 59 units total with a mix of two- and three-bedroom units.
- Onsite leasing center and community room with kitchen, fitness center, sports court, dog park, and cyber lounge.
- Onsite property management and maintenance.
- Supportive services for tenants include but not limited to tax prep, notary services, food pantry, financial literacy classes, annual health fair, and other frequent on-site services.

Community-driven development with long term, involved ownership.

- Minimum of 30-years of ownership
- Large Texas portfolio of comparable mixed-income communities in operation and under construction.
- Texas-based, HUB development team with ongoing connection to the Dallas/Fort Worth Area through past operational and completed communities in Dallas, Fort Worth, Wylie, and Burleson.

Thank you for your consideration of support for Corry Edwards
TownhomeSus

See more of our work at: www.sdcus.com

*Development information is preliminary at this time and subject to change.

ORDINANCE NO. 806

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY ESTABLISHING THE ZONING CLASSIFICATION OF APPROXIMATELY 5.00 ACRES OF LAND LOCATED ALONG CORRY A. EDWARDS DRIVE AND DALEVIEW DRIVE, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” AS “PD” PLANNED DEVELOPMENT DISTRICT; ADOPTING DEVELOPMENT STANDARDS, A CONCEPT PLAN, AND BUILDING ELEVATIONS FOR THE CORRY A. EDWARDS TOWNHOMES; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, is a Home Rule municipality acting under its Charter adopted by the electorate pursuant to Article XI of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures, and land for business, industrial, residential, and other purposes for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, an application has been submitted to the City as Case No. 26-13, requesting “PD” Planned Development District zoning for approximately 5.00 acres of land for the Corry A. Edwards Townhomes upon which 59 residential units are intended to be constructed; and

WHEREAS, the proposed development is intended to create unique standards for a cottage-style residential community based in the Old Town District, the uses of which will be the same as permitted by the Old Town-2 District (“OT-2”) zoning district except as expressly modified by the planned development standards; and

WHEREAS, the City Council has determined that the “PD” Planned Development District is an appropriate zoning district for the property described herein, in accordance with and subject to the comprehensive land use plan, and with standards in the Unified Development Code; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the _____ day of _____, 2026, and by the City Council of the City of Kennedale on the _____ day of _____, 2026 with respect to the zoning classification described herein; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City's Unified Development Code as provided herein.

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

SECTION 1.

The Unified Development Code (UDC) of the City of Kennedale are hereby amended so that the zoning classification and uses of the approximately 5.00 acre tract described in Exhibit "A" (herein referred to as the "Property") are identified as "PD" Planned Development District, subject to the development standards and exhibits incorporated into this Ordinance.

SECTION 2.

Except as expressly modified by this Ordinance and its exhibits, the Property shall be developed and used in accordance with the Old Town-2 District ("OT-2") regulations and all other applicable provisions of the Unified Development Code and the Code of Ordinances of the City of Kennedale, Texas, as amended.

SECTION 3.

The Planned Development Standards attached hereto as Exhibit "B" are incorporated herein are approved and shall govern development of the Property. Uses permitted in the OT-2 District are permitted on the Property.

SECTION 4.

The Property shall be subject to the restrictions, terms and conditions set forth in the Concept Plan, attached hereto as Exhibit "C," and the UDC for the purpose of promoting the health, safety, morals and general welfare of the community. The Planned Development Standards in Exhibit "B" shall supersede those in the UDC in case of any conflict. All other standards shall meet the City of Kennedale UDC, as amended, which have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate

the adequate provisions of transportation water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5.

The Building Elevations, attached as Exhibit “D,” are approved. Building design and architecture shall generally conform to those elevations, subject to applicable building, fire, and other technical codes.

SECTION 6.

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 7.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Kennedale, Texas, as amended, including but not limited to all Ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

All rights or remedies of the City of Kennedale, Texas are expressly saved as to any and all violations of any ordinances governing zoning or of any amendments thereto that have accrued at the time of the effective date of this Ordinance as to such accrued violations and all pending litigation both civil and criminal same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 10.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 11.

The City Secretary of the City of Kennedale is hereby directed to publish the caption, Section 1, the penalty clause, the publication clause, and the effective date clause of this ordinance in every issue of the official newspaper of the City of Kennedale for two days or one issue of the newspaper if the official newspaper is a weekly newspaper as authorized by Section 3.10 of the City of Kennedale Charter.

SECTION 12.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE ____ DAY OF _____, 2026.

APPROVED:

Mayor Brian Johnson

ATTEST:

Interim City Secretary Tina Cox

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

City Attorney Carvan Adkins

EXHIBIT “A”
LEGAL DESCRIPTION

EXHIBIT “B”
PLANNED DEVELOPMENT STANDARDS

EXHIBIT “C”
CONCEPT PLAN

EXHIBIT “D”
BUILDING ELEVATIONS

MEETING DATE: SEPTEMBER 15, 2026

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

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

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

SUBJECT

Updates from the City of Kennedale Mayor and City Council.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: SEPTEMBER 15, 2026

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

SUBJECT

Updates from the City of Kennedale City Manager.

1. City of Kennedale Public Library has met all minimum accreditation criteria and is a fully qualified member of the Texas Library System for the State's Fiscal Year 2027. As an accredited library, the city is now eligible for statewide interlibrary loans, E-rate, funding opportunities, and the TexShare Card and TexShare Databases programs as well as ordering summer library program materials.

One of the standards set by the Texas Library System that must be met is that a library director serving a population of 100,000 or less must complete a minimum of 10 hours of continuing education annually. A library director must also maintain documentation of attendance, duration, and relevance of each continuing education credit claimed. Director Elizabeth Partridge has met all those requirements and continues to serve the patrons with excellence. Congratulations!

2. Building Officials Association of Texas (BOAT) Administrative Professional of the Year Award was presented to Tina Cox August 6, 2026, at the yearly BOAT conference in Waco.

Nomination submitted by former Community Development Director Nathan Gonzales – 'Tina Cox has served the City of Kennedale in many capacities with distinction. She has served as a permit clerk, planning technician and now serves as the city's Deputy City Secretary. Despite her change in title, Tina continues to support development and permit needs for the city. In the process, Tina has obtained her ICC Permit Technician certification while also working towards her municipal clerk certification. Small towns often rely on staff members to wear multiple hats to accomplish their goals and meet customer expectations. Where many would say, "that is not my job," Tina's professionalism and work ethic exemplifies teamwork, selflessness, and partnership. In this regard, Tina Cox sets a high standard for administrative professionals to follow.'

According to the entry form, Tina's nomination was entry #1305 for BOAT Administrative Professional Award Application. That means that more than 1,300 nominations throughout the state of Texas were received for this award and Tina Cox was the chosen recipient! Congratulations!



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

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

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	11 August Finance Report	11 August Finance Report.pdf
----	--------------------------	------------------------------



**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended August 2026
EXECUTIVE OVERVIEW**

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

FROM Jon Horton, Finance Director

DATE September 15, 2026

SUBJECT Monthly Financial Report for August 2026

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

Results through August represent 91.67% of the fiscal year.

GENERAL FUND (01)

- ◇ Property tax revenues received year-to-date \$6,156,730; 102.6% of total budget; prior year receipts through August were 103.6% of budget.
- ◇ Sales tax revenues received year-to-date \$2,612,544; 71.6% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January
- ◇ Investment revenue year-to-date is \$182,633, 61.7% of budget
- ◇ General Fund expenditures year-to-date \$11,598,524; 81.2% of total budget
- ◇ Fund Balance year-to-date is \$5,448,260; 139 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◇ *Water service sales year-to-date \$3,395,729; 78.7% of budget
- ◇ *Sewer service sales year-to-date \$2,335,609; 100.9% of budget
- ◇ Utility Billing and Operations expenditures year-to-date \$4,749,126; 89.8% of total budget

STORMWATER FUND (07)

- ◇ *Drainage fees year-to-date \$229,204; 75% of budget
- ◇ Stormwater Fund expenditures year-to-date \$315,373; 80.89% of total budget

EDC FUND (15)

- ◇ Sales tax revenues received year-to-date \$870,752; 83.3% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January
- ◇ *Rental fees for the Shopping Center year-to-date \$200,156; 83.4% of total budget
- ◇ EDC Operations expenditures year-to-date \$1,749,621; 144.6% of total budget
- ◇ *EDC Town Shopping Center expenditures year-to-date \$1,084,116; 105.7% of total budget
- ◇ Fund Balance year-to-date is \$939,771; 153 days of total budgeted expenditures and transfers out.

*Indicates August activity was not available at time of publish.



City of Kennedale, TX

Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 08/31/2026

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	711,507.89	12,199,083.47	-1,539,670.53	88.79%
Revenue Total:	13,738,754.00	13,738,754.00	711,507.89	12,199,083.47	-1,539,670.53	88.79%
Expense						
01 - CITY MANAGER	868,803.00	868,803.00	72,948.19	765,741.29	103,061.71	88.14%
02 - MAYOR AND COUNCIL	211,550.00	211,550.00	32,617.43	99,174.04	112,375.96	46.88%
04 - MUNICIPAL COURT	332,256.00	332,256.00	23,935.53	258,352.13	73,903.87	77.76%
07 - FINANCE	663,130.00	663,130.00	35,604.70	588,304.68	74,825.32	88.72%
09 - POLICE	4,002,396.00	4,002,396.00	207,172.40	3,295,721.34	706,674.66	82.34%
10 - FIRE	3,303,998.00	3,303,998.00	253,569.98	2,963,333.55	340,664.45	89.69%
12 - COMMUNITY DEVELOPMENT	695,939.00	695,939.00	36,450.14	354,693.74	341,245.26	50.97%
16 - SENIOR CITIZEN CENTER	60,850.00	60,850.00	4,236.51	46,233.94	14,616.06	75.98%
17 - LIBRARY	560,637.00	560,637.00	41,457.75	476,372.92	84,264.08	84.97%
18 - COMMUNICATIONS	19,900.00	19,900.00	1,397.34	9,568.58	10,331.42	48.08%
20 - PUBLIC WORKS	2,087,877.00	2,087,877.00	147,171.57	1,569,775.13	518,101.87	75.19%
90 - NON DEPARTMENTAL	1,483,723.00	1,483,723.00	41,880.94	1,171,221.77	312,501.23	78.94%
Expense Total:	14,291,059.00	14,291,059.00	898,442.48	11,598,493.11	2,692,565.89	81.16%
Fund: 01 - GENERAL FUND Surplus (Deficit):	-552,305.00	-552,305.00	-186,934.59	600,590.36	1,152,895.36	-108.74%
Fund: 02 - GENERAL DEBT SERVICE FUND						
Revenue						
00 - REVENUE	2,946,276.00	2,946,276.00	9,006.51	2,992,576.02	46,300.02	101.57%
Revenue Total:	2,946,276.00	2,946,276.00	9,006.51	2,992,576.02	46,300.02	101.57%
Expense						
21 - DEBT SERVICE	2,732,972.00	2,732,972.00	10,842.50	2,734,111.01	-1,139.01	100.04%
Expense Total:	2,732,972.00	2,732,972.00	10,842.50	2,734,111.01	-1,139.01	100.04%
Fund: 02 - GENERAL DEBT SERVICE FUND Surplus (Deficit):	213,304.00	213,304.00	-1,835.99	258,465.01	45,161.01	121.17%
Fund: 04 - CAPITAL PROJECTS FUND						
Revenue						
00 - REVENUE	127,950.00	127,950.00	718.12	145,718.60	17,768.60	113.89%
Revenue Total:	127,950.00	127,950.00	718.12	145,718.60	17,768.60	113.89%
Expense						
00 - REVENUE	104,475.00	104,475.00	0.00	104,475.00	0.00	100.00%
Expense Total:	104,475.00	104,475.00	0.00	104,475.00	0.00	100.00%
Fund: 04 - CAPITAL PROJECTS FUND Surplus (Deficit):	23,475.00	23,475.00	718.12	41,243.60	17,768.60	175.69%
Fund: 05 - CAPITAL REPLACEMENT FUND						
Revenue						
00 - REVENUE	154,200.00	154,200.00	14,886.22	169,249.54	15,049.54	109.76%
Revenue Total:	154,200.00	154,200.00	14,886.22	169,249.54	15,049.54	109.76%
Expense						
30 - VEHICLE/COMPUTER REPLACEMENT	4,650.00	4,650.00	0.00	20,541.30	-15,891.30	441.75%
Expense Total:	4,650.00	4,650.00	0.00	20,541.30	-15,891.30	441.75%
Fund: 05 - CAPITAL REPLACEMENT FUND Surplus (Deficit):	149,550.00	149,550.00	14,886.22	148,708.24	-841.76	99.44%
Fund: 07 - STORMWATER UTILITY FUND						
Revenue						
00 - REVENUE	345,200.00	345,200.00	1,561.15	251,531.17	-93,668.83	72.87%
Revenue Total:	345,200.00	345,200.00	1,561.15	251,531.17	-93,668.83	72.87%

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
35 - STORMWATER UTILITY FEE	389,872.00	389,872.00	20,339.33	315,372.93	74,499.07	80.89%
Expense Total:	389,872.00	389,872.00	20,339.33	315,372.93	74,499.07	80.89%
Fund: 07 - STORMWATER UTILITY FUND Surplus (Deficit):	-44,672.00	-44,672.00	-18,778.18	-63,841.76	-19,169.76	142.91%
Fund: 10 - WATER/SEWER FUND						
Revenue						
00 - REVENUE	19,004,691.00	19,004,691.00	99,963.27	6,686,519.56	-12,318,171.44	35.18%
Revenue Total:	19,004,691.00	19,004,691.00	99,963.27	6,686,519.56	-12,318,171.44	35.18%
Expense						
36 - WATER/SEWER	17,981,739.00	17,981,739.00	555,549.93	6,194,287.94	11,787,451.06	34.45%
90 - NON DEPARTMENTAL	889,139.00	889,139.00	70,975.33	802,832.58	86,306.42	90.29%
Expense Total:	18,870,878.00	18,870,878.00	626,525.26	6,997,120.52	11,873,757.48	37.08%
Fund: 10 - WATER/SEWER FUND Surplus (Deficit):	133,813.00	133,813.00	-526,561.99	-310,600.96	-444,413.96	-232.12%
Fund: 12 - COURT SECURITY FUND						
Revenue						
00 - REVENUE	0.00	0.00	42.75	616.82	616.82	0.00%
Revenue Total:	0.00	0.00	42.75	616.82	616.82	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	42.75	616.82	18,762.82	-3.40%
Fund: 13 - CAPITAL BOND FUND						
Revenue						
00 - REVENUE	356,600.00	356,600.00	23,537.21	486,946.03	130,346.03	136.55%
Revenue Total:	356,600.00	356,600.00	23,537.21	486,946.03	130,346.03	136.55%
Expense						
11 - CAPITAL PROJ-FIRE STATION	5,089,549.00	5,089,549.00	393,436.85	5,352,091.60	-262,542.60	105.16%
43 - SAFE ROUTES TO SCHOOL	0.00	0.00	0.00	-56,886.55	56,886.55	0.00%
46 - 3 CTY ROAD/CIP 2008 & PRIOR	900,000.00	900,000.00	0.00	973,325.42	-73,325.42	108.15%
51 - SONORA PARK	2,000,000.00	2,000,000.00	400.00	79,977.00	1,920,023.00	4.00%
Expense Total:	7,989,549.00	7,989,549.00	393,836.85	6,348,507.47	1,641,041.53	79.46%
Fund: 13 - CAPITAL BOND FUND Surplus (Deficit):	-7,632,949.00	-7,632,949.00	-370,299.64	-5,861,561.44	1,771,387.56	76.79%
Fund: 14 - PARK DEDICATION FUND						
Revenue						
00 - REVENUE	16,000.00	16,000.00	245.55	8,548.08	-7,451.92	53.43%
Revenue Total:	16,000.00	16,000.00	245.55	8,548.08	-7,451.92	53.43%
Expense						
51 - SONORA PARK	160,000.00	160,000.00	0.00	161,298.48	-1,298.48	100.81%
Expense Total:	160,000.00	160,000.00	0.00	161,298.48	-1,298.48	100.81%
Fund: 14 - PARK DEDICATION FUND Surplus (Deficit):	-144,000.00	-144,000.00	245.55	-152,750.40	-8,750.40	106.08%
Fund: 15 - EDC4B FUND						
Revenue						
00 - REVENUE	1,438,223.00	1,438,223.00	127,651.62	1,253,725.25	-184,497.75	87.17%
Revenue Total:	1,438,223.00	1,438,223.00	127,651.62	1,253,725.25	-184,497.75	87.17%
Expense						
06 - ADMINISTRATION	1,210,257.00	1,210,257.00	178,983.89	1,749,620.76	-539,363.76	144.57%
53 - TOWN SHOPPING CENTER	1,025,765.00	1,025,765.00	404,184.94	1,084,115.87	-58,350.87	105.69%
Expense Total:	2,236,022.00	2,236,022.00	583,168.83	2,833,736.63	-597,714.63	126.73%
Fund: 15 - EDC4B FUND Surplus (Deficit):	-797,799.00	-797,799.00	-455,517.21	-1,580,011.38	-782,212.38	198.05%

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 16 - COURT TECHNOLOGY FUND						
Revenue						
00 - REVENUE	0.00	0.00	32.48	492.63	492.63	0.00%
Revenue Total:	0.00	0.00	32.48	492.63	492.63	0.00%
Expense						
00 - REVENUE	13,202.00	13,202.00	0.00	1,656.40	11,545.60	12.55%
Expense Total:	13,202.00	13,202.00	0.00	1,656.40	11,545.60	12.55%
Fund: 16 - COURT TECHNOLOGY FUND Surplus (Deficit):	-13,202.00	-13,202.00	32.48	-1,163.77	12,038.23	8.82%
Fund: 18 - LOCAL YOUTH DIVERSION FUND						
Revenue						
00 - REVENUE	550.00	550.00	23.42	501.31	-48.69	91.15%
Revenue Total:	550.00	550.00	23.42	501.31	-48.69	91.15%
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	23.42	501.31	9,951.31	-5.30%
Fund: 19 - MUNICIPAL COURT BUILDING SECURITY&TECHNOLOGY ...						
Revenue						
00 - REVENUE	16,825.00	16,825.00	4,563.64	25,152.27	8,327.27	149.49%
Revenue Total:	16,825.00	16,825.00	4,563.64	25,152.27	8,327.27	149.49%
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	4,563.64	25,152.27	18,327.27	368.53%
Fund: 21 - TIF #1 (NEW HOPE) FUND						
Revenue						
00 - REVENUE	297,715.00	297,715.00	21,357.01	351,394.33	53,679.33	118.03%
Revenue Total:	297,715.00	297,715.00	21,357.01	351,394.33	53,679.33	118.03%
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	21,357.01	351,394.33	203,679.33	237.89%
Fund: 30 - HOTEL/MOTEL TAX FUND						
Revenue						
00 - REVENUE	29,750.00	29,750.00	237.29	15,959.75	-13,790.25	53.65%
Revenue Total:	29,750.00	29,750.00	237.29	15,959.75	-13,790.25	53.65%
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	237.29	15,959.75	6,209.75	163.69%
Fund: 31 - POLICE SEIZURE FUND						
Revenue						
00 - REVENUE	9,150.00	9,150.00	35.02	11,305.15	2,155.15	123.55%
Revenue Total:	9,150.00	9,150.00	35.02	11,305.15	2,155.15	123.55%
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	35.02	11,305.15	34,155.15	-49.48%
Fund: 32 - LIBRARY BUILDING FUND						
Revenue						
00 - REVENUE	241.00	241.00	21.76	329.86	88.86	136.87%

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

Department;Progra...		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget			Favorable (Unfavorable)	
	Revenue Total:	241.00	241.00	21.76	329.86	88.86	136.87%
	Fund: 32 - LIBRARY BUILDING FUND Total:	241.00	241.00	21.76	329.86	88.86	136.87%
Fund: 34 - LEOSE FUND							
Revenue							
	00 - REVENUE	3,790.00	3,790.00	11.53	3,605.33	-184.67	95.13%
	Revenue Total:	3,790.00	3,790.00	11.53	3,605.33	-184.67	95.13%
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	11.53	3,605.33	5,315.33	-210.84%
Fund: 35 - DISASTER RECOVERY FUND							
Revenue							
	00 - REVENUE	1,295,000.00	1,295,000.00	332.90	5,846.92	-1,289,153.08	0.45%
	Revenue Total:	1,295,000.00	1,295,000.00	332.90	5,846.92	-1,289,153.08	0.45%
Expense							
	06 - ADMINISTRATION	1,250,000.00	1,250,000.00	0.00	97,832.80	1,152,167.20	7.83%
	Expense Total:	1,250,000.00	1,250,000.00	0.00	97,832.80	1,152,167.20	7.83%
	Fund: 35 - DISASTER RECOVERY FUND Surplus (Deficit):	45,000.00	45,000.00	332.90	-91,985.88	-136,985.88	-204.41%
Fund: 40 - GRANT FUND							
Revenue							
	00 - REVENUE	0.00	0.00	18.47	142.78	142.78	0.00%
	10 - FIRE	0.00	0.00	0.00	580,000.00	580,000.00	0.00%
	17 - LIBRARY	0.00	0.00	0.00	7,500.00	7,500.00	0.00%
	Revenue Total:	0.00	0.00	18.47	587,642.78	587,642.78	0.00%
Expense							
	10 - FIRE	0.00	0.00	0.00	391,251.97	-391,251.97	0.00%
	17 - LIBRARY	0.00	0.00	1,217.21	5,159.63	-5,159.63	0.00%
	Expense Total:	0.00	0.00	1,217.21	396,411.60	-396,411.60	0.00%
	Fund: 40 - GRANT FUND Surplus (Deficit):	0.00	0.00	-1,198.74	191,231.18	191,231.18	0.00%
Fund: 41 - PARK REC/OTHER DONATION FUND							
Revenue							
	00 - REVENUE	2,550.00	2,550.00	61.04	763.99	-1,786.01	29.96%
	Revenue Total:	2,550.00	2,550.00	61.04	763.99	-1,786.01	29.96%
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	411.99	1,088.01	27.47%
	Expense Total:	9,500.00	9,500.00	0.00	411.99	9,088.01	4.34%
	Fund: 41 - PARK REC/OTHER DONATION FUND Surplus (Deficit):	-6,950.00	-6,950.00	61.04	352.00	7,302.00	-5.06%
Fund: 45 - ROADWAY IMPACT FEE FUND							
Revenue							
	00 - REVENUE	34,000.00	34,000.00	1,787.86	100,123.08	66,123.08	294.48%
	Revenue Total:	34,000.00	34,000.00	1,787.86	100,123.08	66,123.08	294.48%
Expense							
	71 - IMPACT FEE	157,525.00	357,525.00	8,960.27	98,562.97	258,962.03	27.57%
	Expense Total:	157,525.00	357,525.00	8,960.27	98,562.97	258,962.03	27.57%
	Fund: 45 - ROADWAY IMPACT FEE FUND Surplus (Deficit):	-123,525.00	-323,525.00	-7,172.41	1,560.11	325,085.11	-0.48%
Fund: 61 - WATER IMPACT FUND							
Revenue							
	00 - REVENUE	19,000.00	19,000.00	201.29	26,650.46	7,650.46	140.27%
	Revenue Total:	19,000.00	19,000.00	201.29	26,650.46	7,650.46	140.27%

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
00 - REVENUE	30,000.00	30,000.00	2,500.00	27,500.00	2,500.00	91.67%
Expense Total:	30,000.00	30,000.00	2,500.00	27,500.00	2,500.00	91.67%
Fund: 61 - WATER IMPACT FUND Surplus (Deficit):	-11,000.00	-11,000.00	-2,298.71	-849.54	10,150.46	7.72%
Fund: 62 - SEWER IMPACT FUND						
Revenue						
00 - REVENUE	20,000.00	20,000.00	39.08	4,809.03	-15,190.97	24.05%
Revenue Total:	20,000.00	20,000.00	39.08	4,809.03	-15,190.97	24.05%
Expense						
00 - REVENUE	60,000.00	60,000.00	5,000.00	55,000.00	5,000.00	91.67%
Expense Total:	60,000.00	60,000.00	5,000.00	55,000.00	5,000.00	91.67%
Fund: 62 - SEWER IMPACT FUND Surplus (Deficit):	-40,000.00	-40,000.00	-4,960.92	-50,190.97	-10,190.97	125.48%
Fund: 83 - TREE REFORESTATION FUND						
Revenue						
00 - REVENUE	4,500.00	4,500.00	186.78	2,495.22	-2,004.78	55.45%
Revenue Total:	4,500.00	4,500.00	186.78	2,495.22	-2,004.78	55.45%
Fund: 83 - TREE REFORESTATION FUND Total:	4,500.00	4,500.00	186.78	2,495.22	-2,004.78	55.45%
Fund: 95 - EDC4B BOND RESERVE FUND						
Revenue						
00 - REVENUE	6,500.00	6,500.00	310.58	4,149.41	-2,350.59	63.84%
Revenue Total:	6,500.00	6,500.00	310.58	4,149.41	-2,350.59	63.84%
Fund: 95 - EDC4B BOND RESERVE FUND Total:	6,500.00	6,500.00	310.58	4,149.41	-2,350.59	63.84%
Report Surplus (Deficit):	-8,677,885.00	-8,877,885.00	-1,532,492.29	-6,455,296.15	2,422,588.85	72.71%

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	-186,934.59	600,590.36	1,152,895.36
02 - GENERAL DEBT SERVICE FUND	213,304.00	213,304.00	-1,835.99	258,465.01	45,161.01
04 - CAPITAL PROJECTS FUND	23,475.00	23,475.00	718.12	41,243.60	17,768.60
05 - CAPITAL REPLACEMENT FUND	149,550.00	149,550.00	14,886.22	148,708.24	-841.76
07 - STORMWATER UTILITY FUND	-44,672.00	-44,672.00	-18,778.18	-63,841.76	-19,169.76
10 - WATER/SEWER FUND	133,813.00	133,813.00	-526,561.99	-310,600.96	-444,413.96
12 - COURT SECURITY FUND	-18,146.00	-18,146.00	42.75	616.82	18,762.82
13 - CAPITAL BOND FUND	-7,632,949.00	-7,632,949.00	-370,299.64	-5,861,561.44	1,771,387.56
14 - PARK DEDICATION FUND	-144,000.00	-144,000.00	245.55	-152,750.40	-8,750.40
15 - EDC4B FUND	-797,799.00	-797,799.00	-455,517.21	-1,580,011.38	-782,212.38
16 - COURT TECHNOLOGY FUND	-13,202.00	-13,202.00	32.48	-1,163.77	12,038.23
18 - LOCAL YOUTH DIVERSION FUND	-9,450.00	-9,450.00	23.42	501.31	9,951.31
19 - MUNICIPAL COURT BUILDING	6,825.00	6,825.00	4,563.64	25,152.27	18,327.27
21 - TIF #1 (NEW HOPE) FUND	147,715.00	147,715.00	21,357.01	351,394.33	203,679.33
30 - HOTEL/MOTEL TAX FUND	9,750.00	9,750.00	237.29	15,959.75	6,209.75
31 - POLICE SEIZURE FUND	-22,850.00	-22,850.00	35.02	11,305.15	34,155.15
32 - LIBRARY BUILDING FUND	241.00	241.00	21.76	329.86	88.86
34 - LEOSE FUND	-1,710.00	-1,710.00	11.53	3,605.33	5,315.33
35 - DISASTER RECOVERY FUND	45,000.00	45,000.00	332.90	-91,985.88	-136,985.88
40 - GRANT FUND	0.00	0.00	-1,198.74	191,231.18	191,231.18
41 - PARK REC/OTHER DONATION	-6,950.00	-6,950.00	61.04	352.00	7,302.00
45 - ROADWAY IMPACT FEE FUND	-123,525.00	-323,525.00	-7,172.41	1,560.11	325,085.11
61 - WATER IMPACT FUND	-11,000.00	-11,000.00	-2,298.71	-849.54	10,150.46
62 - SEWER IMPACT FUND	-40,000.00	-40,000.00	-4,960.92	-50,190.97	-10,190.97
83 - TREE REFORESTATION FUND	4,500.00	4,500.00	186.78	2,495.22	-2,004.78
95 - EDC4B BOND RESERVE FUND	6,500.00	6,500.00	310.58	4,149.41	-2,350.59
Report Surplus (Deficit):	-8,677,885.00	-8,877,885.00	-1,532,492.29	-6,455,296.15	2,422,588.85



**CITY OF KENNEDALE
FISCAL YEAR TO DATE SUMMARY BY FUND
THROUGH AUGUST 30, 2026**

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*	4,847,670	600,590	5,448,260	39,153.59	139.15	38%
02 - GENERAL DEBT SERVICE FUND	1,194,996	258,465	1,453,461			
04 - CAPITAL PROJECTS FUND	287,152	41,244	328,395			
05 - CAPITAL REPLACEMENT FUND	(63,797)	148,708	84,911			
07 - STORMWATER UTILITY FUND*	853,852	(63,842)	790,010	1,068.14	739.61	
10 - WATER/SEWER FUND*	20,135,306	(310,601)	19,824,705	51,187.27	387.30	106%
12 - COURT SECURITY FUND	19,767	617	20,384			
13 - CAPITAL BOND FUND	17,291,928	(5,861,561)	11,430,366			
14 - PARK DEDICATION FUND	280,168	(152,750)	127,417			
15 - EDC4B FUND*	2,519,782	(1,580,011)	939,771	6,126.09	153.40	42%
16 - COURT TECHNOLOGY FUND	16,655	(1,164)	15,491			
18 - LOCAL YOUTH DIVERSION FU	10,191	501	10,692			
19 - COURT BUILDING SECURITY & TECH	-	25,152	25,152			
21 - TIF #1 (NEW HOPE) FUND	318,869	351,394	670,264			
30 - HOTEL/MOTEL TAX FUND	97,174	15,960	113,133			
31 - POLICE SEIZURE FUND	3,918	11,305	15,223			
32 - LIBRARY BUILDING FUND	(816)	330	(486)			
34 - LEOSE FUND	1,889	3,605	5,495			
35 - DISASTER RECOVERY FUND	181,487	(91,986)	89,501			
40 - GRANT FUND	(611,400)	191,231	(420,169)			
41 - PARK REC/OTHER DONATION	5,840	352	6,192			
45 - ROADWAY IMPACT FEE FUND	357,888	1,560	359,448			
61 - WATER IMPACT FUND	95,571	(850)	94,722			
62 - SEWER IMPACT FUND	66,326	(50,191)	16,135			
83 - TREE REFORESTATION FUND	86,555	2,495	89,050			
85 - UNCLAIMED PROPERTY FUND	334	-	334			
95 - EDC4B BOND RESERVE FUND	143,938	4,149	148,087			
Report Surplus (Deficit):	48,141,243	(6,455,296)	41,685,947			

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM VI.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

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

SUBJECT
August 18, 2026, City Council Regular Meeting Minutes.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	AUGUST 18, 2026 - Meeting Minutes (1)	AUGUST 18, 2026 - Meeting Minutes (1).docx
----	---------------------------------------	--



KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | AUGUST 18, 2026 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Johnson called the Regular Meeting to order at 5:30 p.m.

A. ROLL CALL

Mayor Brian Johnson - Present

Mayor Pro Tem Kenneth Michels - Present

Place 1 David Glover - Present

Place 2 Bryant Griffith - Present

Place 4 Ryon Ray - Present

Place 5 Jeff Nevarez - Present

The Mayor and all members of the City Council were in attendance, thus constituting a quorum.

The City Manager, Interim City Secretary, department directors, and various other staff were also present.

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."

Citizen Sara Johnson offered the invocation, followed by the pledges to the American and Texas flags led by Mayor Pro Tem Michels.

II. WORK SESSION

A. Boards and Commissions Appointments

Council held a work session to review appointment processes, quorum concerns, and expectations for City boards and commissions; no formal action was taken.

Discussion regarding Board and Commission appointments included:

- Appointment Procedures & Criteria
- Quorum Issues & Operational Impact
- Member Expectations

- Parks Board Direction
- Public Participation

III. PRESENTATIONS

A. Brinson Benefits Presentation

Dawn Brinson, CEO of Brinson Benefits, presented the annual employee healthcare benefit renewal options and recommended transitioning medical coverage from UnitedHealthcare back to Blue Cross Blue Shield (BCBS) to avoid substantial rate hikes. Ms. Brinson stated that the city solicited proposals from nine medical providers, receiving four bids. After reviewing UnitedHealthcare's proposal against Blue Cross Blue Shield's submitted proposal, Brinson Benefits recommended that the city transition back to Blue Cross Blue Shield expanding plan offerings from two tiers to three to manage municipal and employee costs. She proceeded to go into detail as to the different tiers and what the coverages would be as well as the cost for each. Before concluding her presentation, she fielded inquiries from the council which included network adequacy, preventive checkup coverage, and the fiscal trade-offs between retaining UnitedHealthcare versus returning to BCBS.

B. 2026 Library Card Sign Up Month

Prior to Mayor Johnson proclaiming that September 2026 was Library Card Month, Library Director, Elizabeth Partridge, gave a brief presentation showcasing the many attributes of the Kennedale Public Library.

C. 2026 Senior Center Month Proclamation

Prior to Mayor Johnson proclaiming that September 2026 was Senior Center Month, Library Director, Elizabeth Partridge, gave a brief presentation showcasing the many attributes of the Kennedale Senior Center.

Mayor Johnson called for a brief recess at 6:20 p.m.

Mayor Johnson called the meeting to order at 6:25 p.m.

IV. 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.

Sara Johnson, 221 Village St, spoke about the 8th Annual Thanksgiving Fundraiser that will be held September 12, 2026 from 12:00 p.m. to 9:00 p.m. at the Blessed Hope Baptist Church of Kennedale.

V. PUBLIC HEARING

- A. To receive public comment on the fiscal year 2026-2027, City of Kennedale Budget.

Mayor Johnson opened the Public Hearing at 6:29 p.m.

No one spoke in favor of or against the 2026-2027 budget.

Mayor Johnson closed the Public Hearing at 6:29 p.m.

- B. To receive public comment on a tax rate of \$0.696190 per \$100 valuation proposed by the governing body of the City of Kennedale, with a maintenance and operation rate of \$0.495865, and an Interest and Sinking Rate (debt rate) of \$0.200325.

Mayor Johnson opened the Public Hearing at 6:30 p.m.

No one spoke in favor of or against the tax rate.

Mayor Johnson closed the Public Hearing at 6:30 p.m.

VI. 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 of Kennedale Mayor and City Council.

Council Member Griffith announced that he attend Newly Elected Officials training in San Antonio, was a part of the Back-to School Bash, which was a success, he joined May Pro Tem Michels in a joint-venture meeting with KISD and he concluded by mentioning that Major James Capers would be receiving recognition at the National Medal of Honor Museum at the end of August.

Council Member Ray mentioned that he also attended Newly Elected Officials training in San Antonio, thanked the staff at City Hall for hosting his daughter who was the recipient of the Rotary Club's City Manager for a Day outing, and reminded everyone in the audience that school was back and session and to be mindful of the families that are on the road.

Council Member Glover updated the council by sharing that he had been engrossed in the upcoming budget and to remind everyone about the "Bring It" event that would be happening on September 5th in Town Center.

Mayor Pro Tem Michels reported that he was a part of various events happening in and around the city. He expounded upon Council Member Griffith's comment about the "Back-to-School Bash" and stated that the meeting that he and Council Member Griffith with KISD went very well and it looks to be the beginning of positive changes for the community. He concluded by reminding the citizens that the "Bring It" event was coming up

and volunteers were needed, and that on September 11, 2026, the city will be holding the Never Forget 9/11 25th Memorial Anniversary at 9:00 a.m. with Mayor Johnson and Commissioner Simmons speaking.

Council Member Nevarez shared that with school starting, he was given a tour of all the new facilities in the district, and he was impressed and felt that the buildings would be in existence for years to come. He also touched on the Folk Board that he is a part of and invited the public to reach out to him for more information.

2. Updates from the City of Kennedale City Manager.

City Manager Hull stated that he had no updates to share with the council at this time.

3. Financial Report - Jonathan Horton, Director of Finance

Finance Director Horton reviewed the city financials with the Council.

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. July 27, 2026, City Council Special Meeting Minutes.
2. August 4, 2026, City Council Special Meeting and Budget Workshop Minutes.
3. An ordinance of the City Council of the City of Kennedale, Texas, approving a negotiated settlement between the Atmos Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2026 rate review mechanism filing.

Motion by Glover to move item 3 to Items for Discussion.

Nevarez seconded the motion.

No opposition, no abstentions.

Vote: Motion passed unanimously.

Motion by Michels to approve consent items one (1) and two (2).

Nevarez seconded the motion.

No opposition, no abstentions.

Vote: Motion passed unanimously.

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

1. An ordinance of the City Council of the City of Kennedale, Texas, approving a negotiated settlement between the Atmos Steering

Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2026 rate review mechanism filing.

Council member Glover asked to move this item in order to bring to the attention of the councilmembers and the citizens that there will be a rate increase in their gas bills.

Motion by Glover to approve the ordinance of the City Council of the City of Kennedale, Texas, approving a negotiated settlement between the Atmos Steering Committee and Atmos Energy Corp., Mid-Tex Division.

Nevarez seconded the motion.

No opposition, no abstentions.

Vote: Motion passed unanimously.

2. Discuss and hold a Roll Call Vote to take action on an ordinance of the City of Kennedale, Texas, adopting the budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; appropriating resources for each department, project, operation, activity, purchase, account and other expenditures; providing for emergency expenditures and expenditures as allowed by applicable state law; providing for the filing and posting of the budget as required by state law; providing a severability clause; and providing an effective date.

Finance Director gave a brief timeline regarding budget discussions that led to the budget that was being presented to the Council. Councilmember Nevarez asked Director Horton if he was agreeable with the budget being presented, to which he answered in the affirmative.

Motion by Nevarez to approve Ordinance 803 for the City of Kennedale, Texas adopting the budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027; appropriating resources for each department, project, operation, activity, purchase, account and other expenditures; providing for emergency expenditures and expenditures as allowed by applicable state law; providing for the filing and posting of the budget as required by state law; providing a severability clause; and providing an effective date.

Ray seconded the motion.

ROLL CALL VOTE:

Place 1 Glover – Aye

Place 2 Griffith – Aye

Place 3 Mayor Pro Tem Michels – Aye

Place 4 Ray – Aye

Place 5 Nevarez – Aye

No oppositions, no abstentions.

Vote: Motion passed unanimously.

3. Discuss and take action on the ratification of the property tax for Fiscal Year 2027.

Motion by Nevarez to ratify the property tax increase as reflected in the adopted FY 27 Budget.

Glover seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

4. Discuss and hold a Roll Call Vote to take action on an ordinance of the City of Kennedale, Texas, levying municipal ad valorem taxes for use and support of the municipal government of the City of Kennedale, Texas, for the 2026-2027 fiscal year at the rate of \$0.696190 per one hundred dollars (\$100), and for each year thereafter until otherwise provided, on all taxable property within the corporate limits of the City of Kennedale; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid; approving the tax rolls; providing a severability clause; repealing conflicting ordinances; providing a savings clause; and providing an effective date.

Finance Director Horton gave clarification on what the tax levy means for the citizens of Kennedale and answered the Council's inquiries clearly and concisely.

Motion by Nevarez that the property tax rate be increased by the adoption of a tax rate of \$0.696190, which is effectively a 0.492% decrease in the tax rate.

Griffith seconded the motion.

ROLL CALL VOTE:

Place 1 Glover – Aye

Place 2 Griffith – Aye

Place 3 Mayor Pro Tem Michels – Aye

Place 4 Ray – Aye

Place 5 Nevarez – Aye

No oppositions, no abstentions.

Vote: Motion passed unanimously.

5. Discuss and take action on Ordinance 805 authorizing the issuance, sale and delivery of up to \$5,000,000 in aggregate principal amount of "combination tax and revenue certificates of obligation, series 2026"; for the purpose of acquiring vehicles and equipment, and acquiring, constructing, improving, repairing and equipping capital improvements for authorized city purposes (including water and sewer system improvements, parks improvements, and street, sidewalk, and drainage improvements); securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city's municipal waterworks and sewer system; and approving and authorizing the execution of all other

instruments and procedures related thereto.

Andrew Freedman of Samco gave a brief presentation and handed out the bid results for Council review. Mr. Freedman stated that Samco received four bids and the best rate received was 4.3% for the issuance of the \$5,000,000 bond. He concluded his presentation by informing the Council that the City of Kennedale has a double A credit rating, which was the same as last year. There was a question about pre-payment penalties, as to which Mr. Freedman answered that there would be no pre-payment penalties.

Motion by Nevarez to approve Ordinance 805.

Ray seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

6. Discuss and consider approval of bid award for health, dental, life, vision, and accidental death and dismemberment (AD&D), and voluntary life insurance and authorize the City Manager to sign the agreements.

Human Resources Director Danille Clarke reiterated Brinson Benefits presentation and stated that she was pleased with what was being presented to the city.

Motion by Nevarez to approve the bid award for health, dental, life, vision, and accidental death and dismemberment (AD&D) and voluntary life insurance and authorize the City Manager to sign the agreements.

Ray seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

7. Annual Review of Investment Policy

Finance Director Horton stated the annual review of the investment policy is required by the Texas Public Funds Investment Act. Councilmember Nevarez inquired about the city's investments, to which Mr. Horton replied that the investments were strong and healthy.

Motion by Nevarez to adopt Resolution 636 affirming an update of the City's investment policy has taken place, and accept the updated policy as attached.

Glover seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

8. Ordinance # 799 Consider a proposed amendment to the Unified

Development Code (UDC), Article 14,” SIGNS” Table 14.7, “Permanent Sign Requirements,” and section 14.8.15. “Prohibited Signs”. The PRIMARY action being to amend “pole sign” provisions and “changeable electronic variable message (CEVMS)” standards. Zoning districts affected include the “Employment Center Districts (EC-1 and EC-2)” and “COMMERCIAL AND INDUSTRIAL DISTRICTS (C-0, C-1, C-2, & I). P&Z Case 26-04

Community Development Director Edward McRoy briefed the Council on PZ Case 26-04 by stating that the corrections requested by Council at the July 27, 2026 regular meeting had been made.

Motion by Glover to approve ordinance #799.

Griffith seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

9. PZ Case 26-14 was pulled at the request of the developer.
10. Consider and approve a construction contract with Tanksco, Inc. for the rehabilitation of the T-3 Elevated Storage Tank.

City Manager Darrell Hull informed the Council that all that was presented to them at the August 4, 2026, meeting has not changed and the bid has now become a contract for their approval. Questions arose regarding expected time of beginning and completion as well as pressure concerns. Mr. Hull stated that the project should begin within 30 days and be completed by the end of the year and to the pressure concerns, he replied that there should be no changes in pressure during the rehab of the tank.

Motion by Glover to approve the construction contract with Tanksco, Inc. for the rehabilitation of the T-3 Elevated Storage Tank.

Michels seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

VII. 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.

A. Boards and Commissions Appointment Status

Description: Chapter 551.071 Section 551.074 Personnel Matters (1) to deliberate the appointments, employment, evaluation, reassignment, duties, discipline of dismissal of a public officer or employee Regarding: City Council, Economic Development Corporation, Keep Kennedale Beautiful, Parks & Recreation Board, Planning & Zoning Board, Board of Adjustments & Appeals, and the Library Board.

B. Potential Land Purchase

Description: Chapter 551.071 Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property;

Mayor Johnson requested a motion to go into Executive Session.

Motion by Michels to go into Executive Session.

Ray seconded the motion.

Vote: Motion passed unanimously.

Council members went into Executive Session at 7:20 p.m.

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

Council reconvened at 8:12 p.m.

Nevarez made the motion to approve Joshua Altom and Joseph Taylor to the Planning and Zoning Commission with terms ending September 2026.

Griffith seconded the motion.

Glover made a point of order clarification to change the wording from “approve” to “appoint”.

Nevarez amended his motion to appoint Joshua Altom and Joseph Taylor to the Planning and Zoning Commission with terms ending September 2026.

Griffith seconded the motion.

No oppositions, no abstentions.

Vote: Motion passed unanimously.

IX. ADJOURNMENT

With there being no further business, Mayor Johnson adjourned the meeting at 8:15 p.m.

APPROVED:

ATTEST:

Mayor Brian Johnson

Interim City Secretary Tina Cox

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.C.

SUBJECT

ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Interlocal Agreement between the City of Kennedale and Tarrant County regarding Overlay Projects.
2. Interlocal Agreement between the City of Kennedale and Tarrant County regarding the Eden Road Bridge Project.
3. Discuss Wastewater IFCIP – Projects 1,2, and 3 – Amendment No.2.

MEETING DATE: September 15, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.C.1.

SUBJECT:

Interlocal Agreement (ILA) between the City of Kennedale and Tarrant County regarding Overlay Projects.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

In an effort to systematically improve our street network system, we have requested the assistance of Tarrant County Precinct 2 to perform rehabilitation procedures to the following three (3) street segments:

Mansfield Ave. from New Hope Rd. – Dead End
Swiney Hiatt Rd. from Mansfield Cardinal Rd. – Collett Sublett Rd.
Peggy Ln. from Kennedale Sublett Rd. – Dead End

This cost sharing endeavor serves the common interests of both parties, by promoting public safety and welfare, and reducing the number of poor lane miles within our street network system.

RECOMMENDATION:

Staff recommends that Kennedale's City Council approve this ILA with Tarrant County. The Finance Director certifies the funding availability of this cost-sharing participation by both parties.

ATTACHMENTS:

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Kennedale ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance with the mill and overlay of various streets within the CITY (the "Project"):

- Overlay of Swiney Hiatt Road from Mansfield Cardinal to Collette Sublett Road, being approximately 4,200 square yards, to apply two inches of type D asphalt;
- Reconstruction of Mansfield Avenue from South New Hope Road to end of roadway being approximately 1,600 square yards, to apply 4" of type B and 2" of type D asphalt;
- Reconstruction of Peggy Lane from Kennedale Sublett Road to end of roadway being approximately 4,200 square yards, to apply 4" of type B and 2" of type D asphalt;

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement;
- e. The CITY and the COUNTY will make payments for the services and functions under this Agreement from current revenues available to the paying party; and
- f. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't

Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project. The reconstruction will consist of the following:

- 1.1 Mill two (2) inches of existing roadway;
- 1.2 Pulverize/Reclaim existing Hot Mix into subgrade;
- 1.3 Excavate and/or relocate excess material;
- 1.4 Stabilize and compact sub-grade at a depth of ten (10) inches using Lime and/or Cement Slurry products according to CITY specifications;
- 1.5 Apply asphalt emulsion prime coat;
- 1.6 Place and compact four (4) inches of Type B Hot Mix Asphalt Concrete;
- 1.7 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete; and
- 1.8 Construct flex base shoulders on each side of the roadway.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish a site for dumping waste near the job site for materials generated during this Project;
- 2.2 CITY will furnish all rights of way, plan specifications and engineering drawings;
- 2.3 CITY will furnish project partnership signs at each entryway to the Project;
- 2.4 CITY will furnish necessary traffic controls including barricades and traffic control personnel to redirect traffic flow to alternate lanes during the construction phase of the Project;
- 2.5 CITY will provide temporary driving lane markings;
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction;
- 2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project;
- 2.8 CITY will provide a stockpile site for materials used for this Project; and
- 2.9 CITY will provide a location for the County to park their heavy equipment near the job site.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project. The CITY will provide quality assurance inspection for the Project. If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for maintenance and repairs of the Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services; and
- 5.2 If necessary, the CITY will furnish traffic control personnel; and
- 5.3 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all costs (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third-party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause by providing thirty (30) days prior written notice of intent to terminate to the other party. This Agreement will automatically terminate upon completion of the Project or September 30, 2027, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

CITY OF KENNEDALE

Commissioner, Precinct 2
Alisa Simmons

Authorized City Official

Date: _____

Date: _____

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM

District Attorney's Office*

Staff Attorney

Date: _____

Date: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

SIGNED AND EXECUTED this _____ day of _____,
2026.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: September 15, 2026

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

SUBJECT:

Interlocal Agreement (ILA) Between the City of Kennedale and Tarrant County Regarding the Eden Road E Bridge Improvement Project

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

The City Manager has successfully influenced the County Commissioner to allocate \$595,580.00 from Precinct 2 Discretionary Funding, under the 2021 Transportation Bond Program, for the rehabilitation of our Eden Road E (5600 Blk.) bridge. The Eden Rd. bridge has a deck span of 20', and with the improvement it will be extended to 28'; thereby eliminating or reducing the number of incidences. This expansion will accommodate the safe passage of vehicles, travelling in either direction.

Apart from the mobility needs of the community, this project will hopefully reduce the number of traffic safety complaints and promote public welfare.

RECOMMENDATION:

Staff recommends that Kennedale's City Council approve this ILA with Tarrant County.

ATTACHMENTS:

STATE OF TEXAS § Interlocal Agreement with the City of Kennedale for
§ Eden Road Bridge Expansion
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the “COUNTY”, and the City of Kennedale, hereinafter referred to as the “CITY”, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This Project, hereinafter referred to as the “Project”, will consist of the reconstruction and expansion of Eden Road Bridge, including approaches, from Falcon Ridge Drive to Eden Tap Road, which services the mobility needs of the residents of the City and County.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, schematics, planning, surveying, and governmental approval costs (collectively referred to as “Costs”);
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;

- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);
- F. A detailed project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY with every reimbursement request;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

"This project is funded by the City of Kennedale and the Tarrant County Commissioners Court through the 2021 Transportation Bond Program, Precinct 2: Commissioner Alisa Simmons."

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate upon receipt by the COUNTY of written notice of Project competition required under Section V, which is expected to be on or about September 30, 2028, unless terminated as described in Section XII in this ILA, or extended in writing and approved by both parties.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V. REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for the actual eligible PROJECT costs in an amount not to exceed \$595,580.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of

payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the construction phase of the project is complete along with identification of final construction costs. COUNTY bond funds for the Project are allocated as follows:

Construction:	\$595,580.00	2021 TBP / PCT 2 Discretionary
TOTAL:	\$595,580.00	FY2027

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

VI. **AGENCY-INDEPENDENT CONTRACTOR**

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII. **ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII. **THIRD-PARTY BENEFICIARY EXCLUDED**

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX. **AUDIT OF RECORDS**

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X. **ENTIRE AGREEMENT**

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:

Mayor or City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

XIII.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XIV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

XV.
EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

APPROVED on this day the _____ day of _____, 2026, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF KENNEDALE, TEXAS

Separate Electronic Signature Page

Tim O'Hare, County Judge

Brian Johnson, Mayor

ATTEST:

Separate Electronic Signature Page

Alisa Simmons

Commissioner, Precinct 2

City Secretary

APPROVED AS TO FORM:

Separate Electronic Signature Page

Criminal District Attorney's Office*

City Attorney

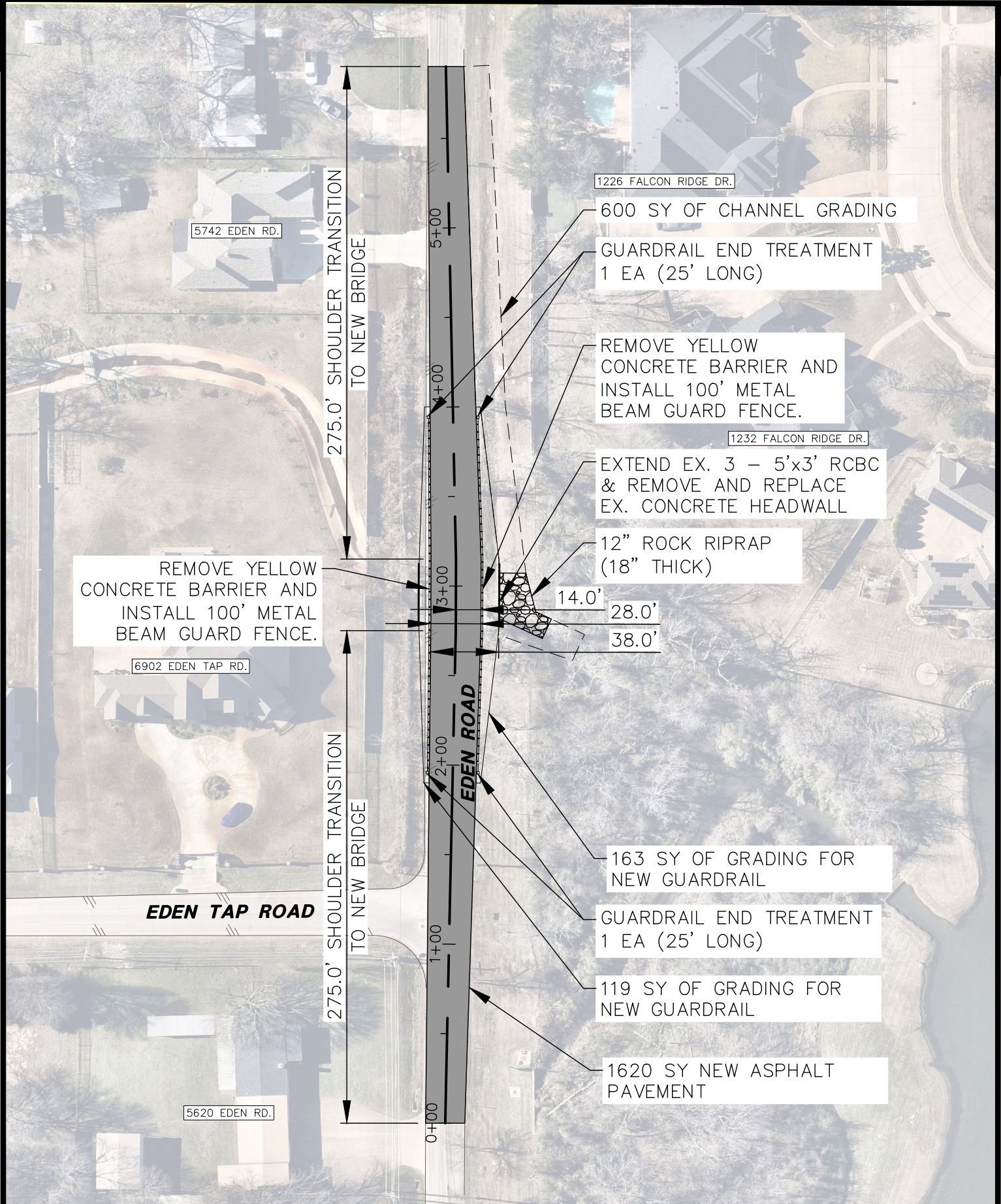
* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

Client Name: City of Kennedale
Project Title: Eden Road Bridge Expansion

Project No.: R0059382.02
Date: 7/9/2026

Bid No.	Bid Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
PAVING IMPROVEMENTS					
1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
2	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
3	Temporary Erosion, Sedimentation And Stormwater Water Pollution Prevention (SWPPP)	LS	1	\$ 15,000.00	\$ 15,000.00
4	General Site Preperation and Tree Removal	LS	1	\$ 15,000.00	\$ 15,000.00
5	Remove Concrete Headwall and Barrier	EA	2	\$ 5,000.00	\$ 10,000.00
6	Remove Exisiting Asphalt	SY	1,310	\$ 15.00	\$ 19,650.00
6	Unclassified Excavation	CY	150	\$ 25.00	\$ 3,750.00
7	Embankment	CY	300	\$ 20.00	\$ 6,000.00
8	2" HMAc Type "D"	SY	1,620	\$ 25.00	\$ 40,500.00
8	4" HMAc Type "B"	SY	1,620	\$ 50.00	\$ 81,000.00
9	8" Lime Treated Subgrade (36 LB/SY)	SY	1,751	\$ 20.00	\$ 35,020.00
10	Lime Material For Treated Subgrade	TON	32	\$ 325.00	\$ 10,400.00
10	Install Single Guard Terminal	EA	4	\$ 3,000.00	\$ 12,000.00
11	Install Metal Beam Guard Fence	LF	200	\$ 35.00	\$ 7,000.00
12	Topsoil and Sod	SY	950	\$ 8.00	\$ 7,600.00
12	Type II Reflective Pavement Marking (4" Solid White)	LF	1,180	\$ 2.50	\$ 2,950.00
13	Type II Reflective Pavement Marking (4" Solid Yellow)	LF	1,180	\$ 2.50	\$ 2,950.00
PAVING IMPROVEMENTS SUB-TOTAL					\$ 313,820.00
STORM DRAIN IMPROVEMENTS					
1	5'x3' Reinforced Concrete Box Culvert Extension (21 LF EA.)	LF	63	\$ 420.00	\$ 26,460.00
2	Replace Concrete Headwall	EA	1	\$ 25,000.00	\$ 25,000.00
3	Channel Grading	SY	600	\$ 15.00	\$ 9,000.00
4	12" Rock Riprap (18" Thick)	CY	70	\$ 300.00	\$ 21,000.00
STORM DRAIN IMPROVEMENTS SUB-TOTAL					\$ 81,460.00
SUB-TOTAL CONSTRUCTION COSTS					\$ 395,280.00
25% CONTINGENCY					\$ 98,800.00
TOTAL OPINION OF CONSTRUCTION COSTS					\$ 494,080.00
ENGINEERING PLANS AND BID DOCUMENTS					\$ 67,500.00
SURVEYING					\$ 14,000.00
FIELD INSPECTION, CONSTRUCTION ADMIN. AND MATERIAL TESTING					\$ 20,000.00
PROJECT TOTAL					\$ 595,580.00



CITY OF KENNEDALE
PROJECT LOCATION MAP
BRIDGE AND APPROACH EXPANSION
JULY 9, 2026

Westwood

Westwood Professional Services, Inc.
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
T:817.412.7155



0 35 70
SCALE IN FEET

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V1.C.3.

SUBJECT: Amendment No. 2 - Sanitary Sewer Improvements to Basin B - Interceptor Project

ORIGINATED BY: Kristian Sugrim

SUMMARY:

On June 6, 2023, the Kennedale City Council approved an Engineering Services Agreement (ESA) with Freese and Nichols, Inc. (FNI) for the design of the northwest sector (Basin B) sanitary sewer interceptor project. This 10,000 LF of sewer pipe upgrade will help alleviate some of our collection system capacity issues. To date, the project is at 90% design, and we anticipate a construction completion by 2028. Also, because of the existing line condition from West 3rd St., we will extend the project to culminate at the Texas Raceway. This extension, to the original project, was approved by Council, as Amendment No. 1 on August 2024.

Subsequently, as the designed progressed, additional permanent sanitary sewer easement and real property acquisition has been identified; therefore, Amendment N0.2 is being submitted at \$368,800. This \$14M project will be funded from our 2023 Bond Fund, and it will satisfy our system upgrade obligation with the City of Arlington as well as the new development at the Raceway.

RECOMMENDATION:

Staff recommends that Kennedale's City Council approves Amendment N0. 2, with FNI. The Finance Director certifies the funding availability of Three Hundred Sixty-Eight Thousand Eight Hundred, \$368,800.00, Dollars.

ATTACHMENTS



PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

City of Kennedale, Texas

FNI Project:

KEN24143

405 Municipal Drive

Client Contract:

Kennedale, TX 76060

Date:

9/10/2026

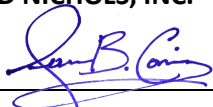
Project Name:	Wastewater IFCIP – Projects 1, 2, and 3, - Amendment No.2
Description of Services:	Per Attachment SC
Deliverables:	Per Attachment SC
Schedule:	Per Attachment SC
Compensation Type:	Per Attachment CO
Current Contract Amount:	\$937,047.00
Amount of this Amendment:	\$198,050.00
Revised Total Amount Authorized:	\$1,135,097.00

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF KENNEDALE, TEXAS

FREESE AND NICHOLS, INC.

By: _____

By:  _____

Name: _____

Name: Aaron Conine

Title: _____

Title: Principal/Vice President

Date: _____

Date: 11 September 2026

Scope of Services - City of Kennedale**Amendment No. 2****Wastewater IFCIP – Projects 1, 2, and 3****PROJECT DESCRIPTION:**

The City of Kennedale (CITY) is advancing the design of the Wastewater IFCIP Projects 1, 2, and 3 improvements under Project KEN24143. As project development has progressed, additional permanent sewer easements and temporary construction easements have been identified along the proposed pipeline corridors. The CITY has requested assistance to support acquisition of the required easements associated with the proposed improvements.

This amendment provides professional services related to easement acquisition, including coordination with property owners, preparation and management of acquisition documents, support during negotiations, and acquisition tracking and reporting.

Task 1: Project Management

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 2: DESIGN PHASE

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 3: BID PHASE

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 4: CONSTRUCTION PHASE

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

SPECIAL SERVICES:Task 5: ENVIRONMENTAL

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 6: GEOTECHNICAL

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 7: SURVEY AND EASEMENTS

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 8 – SPECIAL ENVIRONMENTAL SERVICES FOR NWP 58 PCN (if required)

1. No additional services are authorized under this task by Amendment No. 2. Services under this task remain as set forth in the Professional Services Agreement or as previously amended.

Task 9 – EASEMENT ACQUISITION

1. Title Services (13 Parcels)
 - a. Secure and review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
 - b. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for easements.
 - c. Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by Client will be required for any exceptions to coverage.
 - d. Attend closings and provide closing services in conjunction with Title Company for all tracts.
 - e. Record all original instruments immediately after closing at the respective County Clerk's Office.
 - f. Charges from the Title Company for preliminary title reports, title insurance and closing costs will be paid by the Client.
1. Appraisal Services (4 Parcels)
 - a. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
 - b. Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

- c. Finalize complete appraisal report for each parcel. These reports shall conform to the Client's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
 - d. All completed appraisals will be administratively reviewed and approved by the Client.
 - e. Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.
2. Negotiation Services (13 Parcels)
- a. Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
 - b. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the Client will be responsible for obtaining legal counsel to remedy any title deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
 - c. Prepare the initial offer letter and any other documents required or requested by the Client in an acceptable form (Offer Letter, Purchase Contract, Instruments of Conveyance).
 - d. Mail the Client approved Initial Offer Letters including the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - e. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for closing.
 - f. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
 - g. Respond to property owner inquiries verbally and/or in writing within two business days.
 - h. Prepare a separate negotiator contact report for each parcel file for each contact.
 - i. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
 - j. Present counteroffers in a form as directed by the Client. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
 - k. Prepare second and final offer letter as necessary by CMRRR.
3. Acquisition/Closing Services (13 Parcels)
- a. Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
 - b. Transport any documents to the Client and landowner for signatures.
 - c. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
 - d. Review Title Policy and provide to Client for permanent storage.
 - e. In the event settlement with a landowner cannot be reached, 7Arrows will charge the closing fee upon submission of an Eminent Domain/Condemnation package summarizing all landowner engagements.

4. Project Administration

- a. Maintain current status reports of all parcel and project activities through Smartsheets.
- b. Provide bi-weekly update reports to Client.
- c. Participate in project review meetings as requested.
- d. Provide schedule or areas of work indicating anticipated start and end dates
- e. Copy designated Client representative on all property owner correspondence, as requested.
- f. Maintain copies of all correspondence and contacts with property owners.
- g. Update database with current status information and documentation.

Assumptions:

- Properties owned by Oncor will not require easement acquisition services.

ADDITIONAL SERVICES: Additional Services to be performed by PROFESSIONAL, if authorized by the CITY, for an additional fee at the rates indicated in Attachment CO, and which are not included in the above-described basic services, are described as follows:

- A. Subsurface utility exploration services or assistance with these services.
- B. GIS mapping services or assistance with these services.
- C. Providing services to investigate existing conditions of facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the CITY.
- D. Providing renderings, model and mock-ups requested by the CITY.
- E. Revising drawings, reports, or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of PROFESSIONAL.
- F. 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 the CITY.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Preparing data and reports for assistance to the CITY 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.
- I. Furnishing the services of a Resident Project Representative to act as the CITY's on-site representative during the Construction Phase. The Resident Project Representative will act as

directed by PROFESSIONAL in order to provide more extensive representation at the project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, PROFESSIONAL shall endeavor to provide further protection for the CITY against defects and deficiencies in the work.

If the CITY provides personnel to support the activities of the Resident Project Representative who is PROFESSIONAL or PROFESSIONAL'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 contract before the services of such personnel are begun. The CITY agrees that whenever PROFESSIONAL informs him in writing that any such personnel provided by the CITY are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- J. Assisting the CITY in claims disputes with Contractor(s).
- K. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- L. Assisting the CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this contract. Such services, if any, shall be furnished by PROFESSIONAL on a fee basis negotiated by the respective parties outside of and in addition to this contract.
- M. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- N. 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 contract.
- O. Services required to resolve bid protests or to rebid the projects for any reason.
- P. Any services required as a result of default or failure of the contractor(s), for any reason, to complete the work within the contract time.
- Q. Providing services after the completion of the construction phase not specifically listed in this contract.
- R. Providing basic or additional services on an accelerated time schedule. The scope of this service includes 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 CITY.
- S. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

- T. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this contract.
- U. Providing follow-up professional services during Contractor's warranty period.
- V. Preparation of a formal written request for U.S. Army Corps of Engineers (USACE) authorization under a letter of permission (LOP) or an individual Section 404 permit (IP).
- W. Preparation of an Approved Jurisdictional Determination (AJD) or No Permit Required Letter Request.
- X. Conditional Assessment, mitigation bank coordination, and/or the preparation of a mitigation plan to compensate for impacts to waters of the U.S. (WOTUS).
- Y. Preparation of National Environmental Policy Act (NEPA) Categorical Exclusion (CE), Environmental Assessment (EA), Environmental Information Document (EID), or an Environmental Impact Statement (EIS).
- Z. Application to the Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- AA. Consultation with the U. S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act.
- BB. Presence/absence surveys for federally listed threatened or endangered species.
- CC. Tree survey and preparing permit application for compliance with CITY tree ordinance requirements.
- DD. Preparation of a Hazardous Waste Regulatory Records Review, a Hazardous Materials Initial Site Assessment (ISA), Phase I, or Phase II Environmental Site Assessment (ESA).
- EE. Preparation of a National Pollution Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP).
- FF. NPDES Municipal Separate Storm Sewer System (MS4) services.
- GG. Hazardous Materials Survey.
- HH. Cultural resources survey by a professional archeologist.
- II. Construction and post-construction monitoring for compliance with permit conditions.
- JJ. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- KK. Expert representation at legal proceedings or at contested hearings.

LL. Condemnation support services.

TIME OF COMPLETION: PROFESSIONAL is authorized to commence work on the project upon execution of this contract.

PROFESSIONAL reserves the right to extend the completion schedule due to CITY's delays. Additional compensation may be requested by PROFESSIONAL if the project is unduly prolonged due to delays beyond the control of PROFESSIONAL.

RESPONSIBILITIES OF CITY: The CITY shall perform the following in a timely manner so as not to delay the services of PROFESSIONAL:

- A. Designate in writing a person to act as the CITY's representative with respect to the services to be rendered under this contract. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define the CITY's policies and decisions with respect to PROFESSIONAL's services for the project.
- B. Provide all criteria and full information as to the CITY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand ability, and any budgetary limitations; and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- C. Assist PROFESSIONAL by placing at PROFESSIONAL's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- D. Provide information on existing utilities as requested by PROFESSIONAL and agreed to by the CITY.
- E. Arrange for access to and make all provisions for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform services under this contract.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by PROFESSIONAL. Obtain advice of an attorney, insurance counselor, and other consultants as the CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROFESSIONAL. Notwithstanding anything in this contract to the contrary, the CITY'S comment on, review of, or approval of any design drawings and specifications or other work provided by PROFESSIONAL under this contract does not relieve PROFESSIONAL of its obligation to provide services in a good and workmanlike fashion and conform to the accepted standards and practices of the engineering profession.
- G. Give prompt written notice to PROFESSIONAL whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of PROFESSIONAL's services.

- H. Furnish, or direct PROFESSIONAL to provide, Additional Services as stipulated in the Additional Services section of this Attachment SC or other services as required.
- I. Bear all costs incidental to compliance with the requirements of these responsibilities of the CITY.

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Hundred Ninety Eight Thousand and Fifty Dollars (\$198,050).

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.

Position	Hourly Rate	
	Min	Max
Professional 1	105	200
Professional 2	115	207
Professional 3	132	305
Professional 4	166	345
Professional 5	230	379
Professional 6	240	447
Construction Manager 1	115	156
Construction Manager 2	132	207
Construction Manager 3	149	220
Construction Manager 4	166	268
Construction Manager 5	234	308
Construction Manager 6	251	376
Construction Representative 1	92	109
Construction Representative 2	102	129
Construction Representative 3	129	156
Construction Representative 4	146	210
CAD Technician/Designer 1	88	136
CAD Technician/Designer 2	109	203
CAD Technician/Designer 3	149	251
Corporate Project Support 1	68	176
Corporate Project Support 2	88	251
Corporate Project Support 3	92	409
Intern / Coop	71	99

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 1.10. 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 2026.



August 12, 2026

Freese & Nichols, Inc
Lauren Nobles, PE
lauren.nobles@freese.com

Re: Client of City of Kennedale
Kennedale Interceptor
Land Rights Acquisition Services

SCOPE OF SERVICES

GENERAL: Tarrant County has real estate impacts associated with the Kennedale Interceptor Project (the Project) which will include appraisal and real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support the City of Kennedale and Freese & Nichols, Inc (Client) in the execution of the project's ROW objectives. It may also include, as directed by the Client, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Project.

1. Title Services

- a) Secure and review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for easements.
- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by Client will be required for any exceptions to coverage.
- d) Attend closings and provide closing services in conjunction with Title Company for all tracts.
- e) Record all original instruments immediately after closing at the respective County Clerk's Office.
- f) Charges from the Title Company for preliminary title reports, title insurance and closing costs will be paid by the Client.

2. Appraisal Services

- a) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.



- b) Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- c) Finalize complete appraisal report for each parcel. These reports shall conform to the Client's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- d) All completed appraisals will be administratively reviewed and approved by the Client.
- e) Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.

3. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the Client will be responsible for obtaining legal counsel to remedy any title deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
- c) Prepare the initial offer letter and any other documents required or requested by the Client in an acceptable form (Offer Letter, Purchase Contract, Instruments of Conveyance).
- d) Mail the Client approved Initial Offer Letters including the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- e) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for closing.
- f) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- g) Respond to property owner inquiries verbally and/or in writing within two business days.
- h) Prepare a separate negotiator contact report for each parcel file for each contact.
- i) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
- j) Present counteroffers in a form as directed by the Client. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- k) Prepare second and final offer letter as necessary by CMRRR.



4. Acquisition/Closing Services

- a) Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to the Client and landowner for signatures.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and provide to Client for permanent storage.
- e) In the event settlement with a landowner cannot be reached, 7Arrows will charge the closing fee upon submission of an Eminent Domain/Condemnation package summarizing all landowner engagements.

5. Project Administration

- a) Maintain current status reports of all parcel and project activities through Smartsheets.
- b) Provide bi-weekly update reports to Client.
- c) Participate in project review meetings as requested.
- d) Provide schedule or areas of work indicating anticipated start and end dates
- e) Copy designated Client representative on all property owner correspondence, as requested.
- f) Maintain copies of all correspondence and contacts with property owners.
- g) Update database with current status information and documentation.

SUPPLEMENTAL SERVICES (Not contemplated within BASIC SCOPE & FEE):

6. Condemnation Support

- a) Upon receipt to proceed with Eminent Domain from Client, order updated "Condemnation Limited Title Report" (search parameters set by Client and/or outside legal counsel)
- b) Prepare condemnation package as directed by Client and deliver to Client's designee or legal counsel.
- c) Upon notification from Client, request update of appraisal.



- d) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by Client (additional fees to be charged on an hourly basis).
- e) As necessary, the ROW Manager will appear and provide Expert Witness testimony when requested (Additional fees will be charged on an hourly basis).
- f) Supplemental Appraisal Fee to be applied for complex appraisals as needed.

Submitted By: Sarah Palac

Sarah Palac, Business Development
Manager Date: 8/12/2026



**FNI/City of Kennedale
Kennedale Interceptor
Fee Schedule**

Service Item	Service Fee	
<u>I. Acquisition Services</u>		
Title & Title Curative	\$	1,800
Administrative Fee	\$	1,500
Easement / ROW Negotiation	\$	3,750
Services Closing Services	\$	1,500
Total Price per Parcel	\$	8,550
Number of Parcels		13
<i>Sub-Total Acquisition Services</i>	\$	<i>111,150</i>
Additional Easement Fee	\$	<i>1,000</i>
<i>No. of Parcels with 1+ Easement</i>	\$	<i>11</i>
<i>Sub-Total Acquisition Services (1+ Easement)</i>	\$	<i>11,000</i>
<u>II. Appraisal Services</u>		
Land Appraisals	\$	5,000
Residential Appraisals	\$	6,000
Complex Appraisals	\$	7,000
Parcel Count - Appraisals		4
<i>Est. Total Appraisal Services</i>	\$	<i>20,000.00</i>
<u>III. Project Management Services</u>		
Project Manager Hourly Rate (\$/Hr)	\$	200
Project Management Hours		143
<i>Total Project Management Services</i>	\$	<i>28,600</i>
Total Estimated Cost†	\$	170,750
<u>IV. Condemnation Support Services**</u>		
Testifying Witness Hourly Rate (\$/hr)	\$	400
Appraiser Associate Hourly Rate (\$/hr)	\$	250
Research Hourly Rate (\$/hr)	\$	125
†7Arrows Land Staff, LLC will only charge for services performed.		
**Condemnation Cost will be estimated on an as needed basis and provided as a supplement.		

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Kennedale, Texas (hereinafter the "Client" or the "CITY") and Freese and Nichols, Inc. (hereinafter "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 compensate FNI to perform professional services in connection with the Project. The Project is described as Wastewater IFCIP-Projects 1, 2, and 3 for the City of Kennedale (herein the "Project").
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in "Attachment SC" – "Scope of Services - City of Kennedale" which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for professional services rendered under this Agreement for lump sum fee of Four Hundred Eighty-Two Thousand Three Hundred Twenty-Two Dollars (\$482,322.00) and special services under this Agreement for a fee not to exceed Two Hundred Twenty-Nine Thousand Three Hundred Thirty-Nine Dollars (\$229,339.00) in accordance with the payment structure outlined in "Attachment CO" - "Compensation" which is attached and made part of this Agreement. The combined total fee is Seven Hundred Eleven Thousand Six Hundred Sixty-One Dollars (\$711,661.00).
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of this Agreement, as set forth in "Attachment TC" – "Terms and Conditions of Agreement", shall list the terms and conditions between the Client and FNI.
- V. **CONTRACT DOCUMENTS:** The following specified documents attached to this Agreement are part of this Agreement and Contract. The contract documents include:
 - a) This Professional Services Agreement
 - b) Attachment SC: Scope of Services – City of Kennedale
 - c) Attachment CO: Compensation
 - d) Attachment TC: Terms and Conditions of Agreement
 - e) Attachment CS: Conceptual Schedule
- VI. **INDEPENDENT CONTRACTOR:** In employment for performing work and services under this Agreement, FNI is acting as an independent contractor and not as an employee of the City. No terms or provision of this Agreement shall be construed as making FNI the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between FNI and City. FNI shall not be entitled to any employment or other benefits from the City and FNI is solely responsible for any and all federal or state taxes resulting from performance of the work and services under this Agreement.
- VII. **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.
- VIII. **SEVERABILITY:** If any clause or provision of this Agreement is held invalid, illegal, unconstitutional, or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City of Kennedale, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid,

illegal, or unenforceable clause or provision was never contained herein.

- IX. **NOTICE:** All notices, demands, consents, approvals and other communications (each, a "Notice") which are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) hand delivered, (b) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, (c) sent by reputable overnight courier service, or (d) transmitted by facsimile machine (with a copy, including the transmission sheet indicating successful transmission of the Notice by facsimile machine, to follow by regular mail), addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by Notice to the other. Notices shall be deemed given when delivered, if delivered by hand or by overnight courier; at the time and on the date of machine transmittal, if given by facsimile; or three days after mailing, if given by U.S. mail. Rejection or other refusal by the addressee to accept a Notice or the inability to deliver the Notice because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. Notice addresses for the parties are as follows:

To City of Kennedale: City of Kennedale, Texas
405 Municipal Drive
Kennedale, TX 76060
Attn: Darrell Hull, City Manager
Facsimile: (817)478-7169

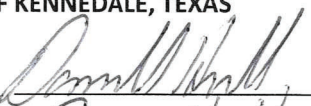
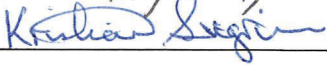
To FNI: Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Attn: Mazen Kawasmi, Vice President

EFFECTIVE DATE: The effective date of this Agreement is February 5, 2024.

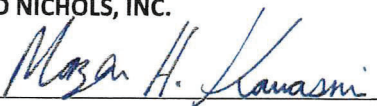
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any 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: Darrell Hull
Title: City Manager
Date: February 29, 2024
Attest: 

FREESE AND NICHOLS, INC.

By: 
Name: Mazen Kawasmi
Title: Vice President
Date: February 5, 2024
Attest: 

Scope of Services - City of Kennedale
Wastewater IFCIP – Projects 1, 2, and 3

PROJECT DESCRIPTION:

The project has three components: Design, Bid, and Construction Services

For the purposes of “Attachment SC”, the City of Kennedale will be referred to as the “City” and FNI will be referred to as the “PROFESSIONAL.”

The design services component is for the design of a proposed wastewater gravity interceptor. The total length of the alignment is 9,900 linear feet. The project involves the replacement of approximately 4,400 linear feet of existing 6-inch, 8-inch, and 12-inch sewer lines along North Road and Valley Lane. These lines are proposed to be upsized to a proposed 15-inch sewer line. Furthermore, the design includes replacing roughly 2,000 linear feet of the existing 12-inch sewer line that runs northeast from the intersection of Valley Lane and West Kennedale Parkway, and along the north side of the Waste Advantage property. This section will be upsized to a proposed 18-inch sewer line. Finally, the line turns north until it connects with a partial flume metering station for the City of Arlington on the north side of Interstate 20. The section is approximately 3,500 linear feet of the existing 18-inch sewer line and will be upsized to a proposed 24-inch line. PROFESSIONAL will coordinate with Arlington and Kennedale concerning the partial flume metering station.

The bid services component consists of services to publish plans and specifications and to obtain bids for the interceptor. The contract is for one bid package for the entire length of sewer line.

The construction services component consists of general representation services. Construction is anticipated to last 12 months.

Basic Services consists of Project Management, Design, Bid and Construction Phase services. Basic services are lump sum. The construction phase effort will consist of general representation services and not resident project representative services. Topographic survey, geotechnical services, environmental services, and easement documents will be utilized for final design and will be provided as Special Services. Sub-surface utility engineering services is not included in the contract and if needed is listed an additional service. Easement acquisition services will also be provided as a Special Service to the project. Special services are fee not-to-exceed. A detail scope of services is to be performed as follows:

Task 1: Project Management

1. 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.
2. 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 of each site will be held.

3. 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.
4. Deliverables include the following:
 - a) Agenda and notes for all meetings.
 - b) Project schedule updated monthly.
 - c) Monthly project reporting.
 - d) Monthly invoices.

Task 2: DESIGN PHASE

1. 30% Design Drawings
 - a) Data Collection
PROFESSIONAL will identify and seek to obtain data for existing conditions that may impact the project including but not limited to, utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.
 - b) Prepare a strip map showing the plan view layout of the proposed sewer line. Improvements will include proposed sewer line alignment, proposed sewer appurtenances, existing sewer abandonment limits, connections to existing sewer lines, and existing sewer appurtenances.
 - c) Provide one PDF of the 30% alignment and cost estimate.
 - d) Conduct one in-person review workshop to discuss CITY comments on the 30% alignment.
2. 60%, 90%, and Issued for Bid Drawings
 - a) Prepare drawings, specifications, and cost estimate after approval of the 30% alignment. Construction contract documents will be provided at 90%.
 - b) Furnish two (2) copies of the contract documents at 60% and 90% completion marked "Preliminary" to obtain comments on the project. Conduct up to two in-person review workshops to present and review the documents with the CITY.
 - c) Furnish such information necessary to utility companies whose facilities may be affected, or whose services may be required for the project.
3. Upon final approval by CITY, prepare final contract documents. Provide CITY three (3) sets of copies of "Final" drawings.
4. Submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required.

Task 3: BID PHASE

Upon completion of the design services and approval of "Final" drawings and specifications by the CITY, PROFESSIONAL will proceed with the performance of services in this phase as indicated below. These basic services include provision of plans and specifications for one construction project. Provisions for more than one construction project will be a Special Service.

- i. Assist CITY in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in PROFESSIONAL's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for CITY to use in

notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the CITY.

- ii. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors upon request.
 - iii. Assist the CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - iv. Upload plans and specifications onto CIVCAST for bidder download and assist in answering questions via CIVCAST. Hardcopies for bidders will not be made available. Provide the CITY, the link to CIVCAST website address so that the CITY may post the link to the CITY's website.
-
- v. PROFESSIONAL will assist the CITY, when requested by the CITY, in opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder and the second 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 the CITY. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 - vi. Assist the CITY in conducting a pre-bid conference for the construction projects and coordinate responses with the CITY. 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.
 - vii. Assist the CITY 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 CITY 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 the CITY with the remaining two (2) copies and one electronic copy of these documents for use during construction. Additional sets of documents can be provided as an additional service.

Task 4: CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, PROFESSIONAL will proceed with the performance of construction phase services as described below. PROFESSIONAL will endeavor to protect the CITY in providing these services however, it is understood that PROFESSIONAL does not guarantee the Contractor's performance, nor is PROFESSIONAL responsible for supervision of the Contractor's operation and employees. PROFESSIONAL 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. PROFESSIONAL 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.

These services are based on the use of PROFESSIONAL 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 PROFESSIONAL standards are used, the CITY agrees to include provisions in the construction contract documents that will require the construction contractor to include PROFESSIONAL and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist the CITY in conducting one pre-construction conference with the Contractor.
2. 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. 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.
3. Based on PROFESSIONAL'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 PROFESSIONAL recommends that the Contractor be paid on a monthly basis and when final estimates for construction work performed are submitted, pursuant to the General Conditions of the construction contract.
4. Attend up to twelve (12) construction progress meetings to discuss the progress and address any outstanding issues or concerns from construction stakeholders.
5. Notify the Contractor 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.
6. Review up to seventy-five (75) contractors' 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.
7. Interpret the drawings and specifications for the CITY and the Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where cost to the CITY 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 CITY are an additional service. Substitution of materials or equipment or design modifications requested by the CITY are an additional service.
9. 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 CITY on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Providing these services to review or evaluate construction contractor claim(s), supported by causes not within the control of PROFESSIONAL are an additional service.
10. Conduct, in company with the CITY'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 CITY 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 trips is an additional service.

11. Revise the construction drawings in accordance with the information furnished by construction contractor reflecting changes in the project made during construction. Two (2) sets of prints of "Record Drawings" and one electronic copy shall be provided by PROFESSIONAL to the CITY.

SPECIAL SERVICES:**Task 5: Environmental**

1. Once the limits of construction (LOC) have been defined, PROFESSIONAL's environmental scientists will compile existing information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps, National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.
2. Once the LOC has been defined, PROFESSIONAL's environmental scientists will conduct a pedestrian survey of the proposed alignment to document existing conditions of the site and identify environmental constraints. This investigation will include: (1) Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers regulations. PROFESSIONAL environmental scientists will document the presence of jurisdictional waters such as streams, wetlands, or open water bodies, and will GPS map the boundaries of these features. Wetlands will be delineated per the Corps of Engineers 1987 Wetlands Delineation Manual; and (2) identification of potential habitat for any federally listed threatened or endangered species.
3. PROFESSIONAL's environmental scientists will prepare a technical memorandum documenting the findings of the pedestrian survey, an estimate of potential impact to waters of the U.S., and a discussion of potential Section 404 permitting options. This scope assumes that the proposed project can be designed to meet the terms and conditions of Nationwide Permit (NWP) 58, Utility Line Activities for Water and Other Substances, without requiring the submittal of a pre-construction notification (PCN) to the USACE. The scope of services for a PCN are provided as a special service in the event they are required and can be completed upon written authorization by the CITY.
4. Once the Area of Potential Effect (APE) has been defined, PROFESSIONAL will review the APE for potential cultural resources and will prepare and submit a coordination letter to the Texas Historical Commission (THC) requesting concurrence that no cultural resources survey is required. In the event the THC requests a cultural resources survey, hiring and coordination with a subconsultant to conduct an archeological field survey and draft a comprehensive report of the survey's finding, will be considered an additional service.

Task 6: GEOTECHNICAL

The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, engineering analysis, and reporting, as presented below. Such tasks are to be completed and performed by the PROFESSIONAL.

Task A – Field Exploration

1. Select and mark 9 boring locations and notify Texas 811, appropriate city department(s) and other agencies to request location and marking of existing underground utilities prior to the field exploration.
2. Select and mark 2 boring locations on each side of W Kennedale Pkwy and on each side of Dick Price Road (road crossings), that is 4 borings which are included in the 9 borings referenced in Item 1.
3. Subcontract with a geotechnical drilling contractor to drill a total of 5 borings to a depth of 20 feet along the pipeline route and 4 borings at road crossings to 30 feet as described in Item 2 above. Samples will be collected intermittently using continuous flight or hollow stem augers and either split spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings.
4. Provide an engineer or geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Task B – Laboratory Testing

1. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. PROFESSIONAL will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
2. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength

Task C – Engineering Analysis

1. Prepare a technical memorandum of the geotechnical investigation to include:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work.
 - c. General discussion of expected construction related issues.
 - d. Earthwork related recommendations for use during development of plans and specifications.

Geotechnical Assumptions

1. Borings will be drilled off roadways and traffic control will not be needed.

2. Bore locations will be selected so that truck-mounted drilling can access the sites.
3. 9 bore locations result in widely spaced borings. Additional borings can be drilled if desired.
4. This boring plan does not include borings next to or beneath I-20.
5. This boring plan does not include obtaining TXDOT drilling permits that would be required to drill within TXDOT right-of-way.

Task 7: SURVEY AND EASEMENTS

- A. Perform design survey of project limits, including 1-foot contours, surface features, property lines, manholes, vaults, valves, flow lines, overhead electrical lines, streets, driveways, drainage facilities, fences, utility flagging and marking provided by DIG-TESS, and any potholing performed by the CITY.
 - a). Contact the State One-Call Utility Locate service (DIG TESS) to initiate franchise utilities to locate their infrastructure in the vicinity of the proposed project. Perform field surveys to tie the horizontal location of these facilities.
 - b). Provide survey control along the pipeline route in a coordinate system and vertical datum as approved by the CITY, and compatible with other pipeline projects.
 - c). Provide topographic survey for a 50-foot width along the pipeline routes for up to 9,900 linear feet. Topographic survey will include all property monuments, apparent easements, property lines, right-of-way lines, fences, pavement, signs, utility markers, indicate all trees six (6) inches in diameter or larger and the limits of landscaping within the 50-foot-wide strip along the proposed pipeline route. Topographic survey will not include individual tree surveys.
 - d). Provide survey ties to major utility lines, as located by the CITY's utility.
- B. Permanent and temporary easement documents are anticipated for this project. Easement acquisitions are not included in this and will be an additional service.
 - a). Provide deed research for the preparation of easement documents. (This task does not include title research)
 - b). Prepare metes and bounds easement descriptions for each private tract. A separate description will be prepared for both permanent and temporary easements.
 - c). Each document will be provided at a cost of \$1,510.95 per easement document prepared, Not to Exceed \$30,219.00 for 20 easement documents.

For budgeting purposes, a maximum of twenty (20) tracts are estimated (ten (10) permanent and ten (10) temporary easement documents). Payment for parcel descriptions shall be on a per document basis. If more than ten (10) parcels are required (ten (10) temporary easement documents), then additional payment will be required, for not only the cost for easement preparation on a per each basis but also for the cost of additional field work.

 - i. Project 1: Assumes right-of-way is utilized on North Road and Valley Lane, and one (1) temporary and one (1) permanent easement for property on Kennedale Parkway
 - ii. Project 2: Assumes four (4) temporary and four (4) permanent easements
 - iii. Project 3: Assumes five (5) temporary and five (5) permanent easements

Task 8 – Special Environmental Services for NWP 58 PCN (if required)

- a. PROFESSIONAL's environmental scientists will prepare a letter to the USACE requesting a pre-application meeting. The letter will include a brief description of the project, its purpose and need, maps of the project area, and conceptual design drawings. PROFESSIONAL will coordinate and attend the pre-application meeting with the USACE, coordinate with the CITY and project engineer on the discussion, and draft meeting minutes. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.
- b. PROFESSIONAL's environmental scientist will prepare a Delineation Report in accordance with USACE's guidance to document potential WOTUS, including wetlands. The Delineation Report will include data forms and maps associated with the delineation of WOTUS during the pedestrian survey.
- c. PROFESSIONAL will prepare a PCN in accordance with the requirements of NWP General Condition 32. A draft PCN will be prepared for the CITY's review and comment. The PCN will include the Delineation Report, the USACE Fort Worth District's NWP 58 application form, cultural resources information, federally listed threatened or endangered species information, and the required supporting documentation and engineering drawings depicting the proposed impacts to waters of the U.S. The final PCN will be prepared by incorporating the CITY's comments and will be submitted to the USACE Fort Worth District. This task will be completed following 60% design.
- d. PROFESSIONAL will address up to (2) rounds of USACE comments/requests for additional information or clarification. This scope assumes that mitigation will not be required for the project, and conditional assessments, mitigation bank coordination, and/or the preparation of a mitigation plan would be considered additional services. Additional requests by the USACE for site visits, consultation with other resource agencies, or request for additional information resulting in expenditures beyond the PROFESSIONAL's budget will be considered additional services.
- e. If required, PROFESSIONAL will participate in one conference call or virtual meeting with the U.S. Fish and Wildlife Service (USFWS) and the USACE to discuss NWP General Condition 18 requirements for federally listed threatened or endangered species. This scope does not include formal consultation under Section 7 of the Endangered Species Act.

ADDITIONAL SERVICES: Additional Services to be performed by PROFESSIONAL, if authorized by the CITY, for an additional fee at the rates indicated in Exhibit B, and which are not included in the above-described basic services, are described as follows:

- A. Subsurface utility exploration services or assistance with these services.
- B. GIS mapping services or assistance with these services.
- C. Providing services to investigate existing conditions of facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the CITY.
- D. Providing renderings, model and mock-ups requested by the CITY.

- E. Revising drawings, reports, or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of PROFESSIONAL.
- F. 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 the CITY.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Preparing data and reports for assistance to the CITY 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.
- I. Furnishing the services of a Resident Project Representative to act as the CITY's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by PROFESSIONAL in order to provide more extensive representation at the project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, PROFESSIONAL shall endeavor to provide further protection for the CITY against defects and deficiencies in the work.

If the CITY provides personnel to support the activities of the Resident Project Representative who is PROFESSIONAL or PROFESSIONAL'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. The CITY agrees that whenever PROFESSIONAL informs him in writing that any such personnel provided by the CITY are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- J. Assisting the CITY in claims disputes with Contractor(s).
- K. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- L. Assisting the CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this contract. Such services, if any, shall be furnished by PROFESSIONAL on a fee basis negotiated by the respective parties outside of and in addition to this contract.
- M. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- N. 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.
- O. Services required to resolve bid protests or to rebid the projects for any reason.
- P. Any services required as a result of default or failure of the contractor(s), for any reason, to complete the work within the contract time.
- Q. Providing services after the completion of the construction phase not specifically listed in this contract.

- R. Providing basic or additional services on an accelerated time schedule. The scope of this service includes 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 CITY.
- S. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- T. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- U. Providing follow-up professional services during Contractor's warranty period.
- V. Preparation of a formal written request for U.S. Army Corps of Engineers (USACE) authorization under a letter of permission (LOP) or an individual Section 404 permit (IP).
- W. Preparation of an Approved Jurisdictional Determination (AJD) or No Permit Required Letter Request.
- X. Conditional Assessment, mitigation bank coordination, and/or the preparation of a mitigation plan to compensate for impacts to waters of the U.S. (WOTUS).
- Y. Preparation of National Environmental Policy Act (NEPA) Categorical Exclusion (CE), Environmental Assessment (EA), Environmental Information Document (EID), or an Environmental Impact Statement (EIS).
- Z. Application to the Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- AA. Consultation with the U. S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act.
- BB. Presence/absence surveys for federally listed threatened or endangered species.
- CC. Tree survey and preparing permit application for compliance with CITY tree ordinance requirements.
- DD. Preparation of a Hazardous Waste Regulatory Records Review, a Hazardous Materials Initial Site Assessment (ISA), Phase I, or Phase II Environmental Site Assessment (ESA).
- EE. Preparation of a National Pollution Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP).
- FF. NPDES Municipal Separate Storm Sewer System (MS4) services.
- GG. Hazardous Materials Survey.
- HH. Cultural resources survey by a professional archeologist.
- II. Construction and post-construction monitoring for compliance with permit conditions.

- JJ. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- KK. Expert representation at legal proceedings or at contested hearings.

TIME OF COMPLETION: PROFESSIONAL is authorized to commence work on the Project upon execution of this CONTRACT and agrees to complete the services in accordance with the following schedule:

See "attachment CS" Conceptual Schedule.

PROFESSIONAL reserves the right to extend the completion schedule due to CITY's delays. Additional compensation may be requested by PROFESSIONAL if the project is unduly prolonged due to delays beyond the control of PROFESSIONAL.

RESPONSIBILITIES OF CITY: The CITY shall perform the following in a timely manner so as not to delay the services of PROFESSIONAL:

- A. Designate, in writing, a person to act as the CITY's representative with respect to the services to be rendered under this agreement. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define the CITY's policies and decisions with respect to PROFESSIONAL's services for the project.
- B. Provide all criteria and full information as to the CITY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand ability, and any budgetary limitations; and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- C. Assist PROFESSIONAL by placing at PROFESSIONAL's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- D. Provide information on existing utilities as requested by PROFESSIONAL and agreed to by the CITY.
- E. Arrange for access to and make all provisions for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform services under this agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by PROFESSIONAL. Obtain advice of an attorney, insurance counselor, and other consultants as the CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROFESSIONAL. Notwithstanding anything in this agreement to the contrary, the CITY'S comment on, review of, or approval of any design drawings and specifications or other work provided by PROFESSIONAL under this agreement does not relieve PROFESSIONAL of its obligation to provide services in a good and workmanlike fashion and conform to the accepted standards and practices of the engineering profession.
- G. Give prompt written notice to PROFESSIONAL whenever the CITY observes or otherwise becomes aware of any development that effects the scope or timing of PROFESSIONAL's services.
- H. It is the CITY's responsibility to obtain easements prior to bid and construction phases of the project. Easement documents are being prepared by PROFESSIONAL and will be provided to the CITY for acquisition.
- I. Furnish, or direct PROFESSIONAL to provide, Additional Services as stipulated in Exhibit A, Article III of this agreement or other services as required.
- J. Bear all costs incidental to compliance with the requirements of these responsibilities of the CITY.

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services shall be the lump sum of Four Hundred Eighty-Two Thousand Three Hundred Twenty-Two Dollars (\$482,322).

Compensation to FNI for Special Services shall be computed on the basis of the following Schedule of Charges (listed below), but shall not exceed Two Hundred Twenty-Nine Thousand Three Hundred Thirty-Nine Dollars (\$229,339).

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, FNI will notify Client for Client's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	127
Professional 2	155
Professional 3	173
Professional 4	200
Professional 5	234
Professional 6	267
Construction Manager 1	110
Construction Manager 2	136
Construction Manager 3	148
Construction Manager 4	185
Construction Manager 5	223
Construction Manager 6	254
Construction Representative 1	98
Construction Representative 2	110
Construction Representative 3	136
Construction Representative 4	148
CAD Technician/Designer 1	108
CAD Technician/Designer 2	139
CAD Technician/Designer 3	172
Corporate Project Support 1	103
Corporate Project Support 2	124
Corporate Project Support 3	165
Intern / Coop	63
Senior Advisor	175

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) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	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 1.10. 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 1.10. 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 2023.

1082023

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. Client will make every effort to furnish accurate information, however, the Client does not guarantee the accuracy of the documents or information it furnishes to FNI. ~~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 Texas State 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:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI agrees to comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.
4. **INSURANCE:** FNI shall maintain throughout the term of this Project and for a period of three years thereafter, insurance coverage for commercial general liability, worker's compensation, automobile liability, and professional liability. The maintenance in full current force and effect of such form and amount of insurance, in such amount as Client shall have accepted, shall be a condition precedent to FNI's exercise or enforcement of any rights under this Agreement. Prior to any change, modification, or cancellation of said insurance policies, FNI shall notify Client at least thirty (30) days prior to the cancellation, non-renewal or material modification of the policies. FNI shall provide Client with certificates of insurance with the following minimum coverage before any work commences:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate Statute <u>Automobile Liability (Any Auto)</u> <u>Liability</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by <u>Professional</u> \$3,000,000 Annual Aggregate
---	---
5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the 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 the 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 request additional compensation and time required for performance of such changes to the Services authorized under this Agreement. Such request for additional compensation and time required must be approved prior to FNI making the requested changes.

Any modification to this Agreement shall be made by consent of both parties in a signed writing.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of this Agreement 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 the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly.

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 the 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 Texas state 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 the 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:

1) Client Termination for Convenience. Under this paragraph, the Client may terminate this Agreement during its term at any time for the Client's own convenience where FNI is not in default by giving written notice to FNI. In the event of termination under this paragraph, 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.

2) Termination for Default. Either party to this Agreement may terminate this Agreement, as provided in this paragraph, if the other party fails to comply with the terms and conditions. The party alleging the default shall give the other party written notice citing the terms of this Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of this Agreement, under this paragraph, does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party. However, this paragraph is not intended to and does not act as a waiver of the City of Kennedale's sovereign immunity.

3) Multi-Year Contracts and Funding. If this Agreement extends beyond the City of Kennedale's fiscal year in which it becomes effective or provides for the Client to make any payment during any of the Client's fiscal years following the Client's fiscal year in which this Agreement becomes effective and the Client fails to appropriate funds to make any required payment for that successive fiscal year, then this Agreement automatically terminates at the beginning of the first day of the Client's successive fiscal year of the Agreement for which the Client has not appropriated funds or otherwise provided for funds to make a required payment under this Agreement (Section 5, Article XI, Texas Constitution). It is expressly understood and agreed that the Client shall have the right to terminate the Agreement at the end of its fiscal year if the governing body of the City of Kennedale does not appropriate funds sufficient to continue the Agreement. The Client may execute such termination by giving FNI a written notice of termination at the end of the Client's then-current fiscal year.

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 the indemnification provisions where the 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 the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the 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.

Wastewater IFCIP – Projects 1, 2, and 3 Conceptual Schedule	
Task	Time
Notice to Proceed	1 Day
Design Survey	2.5 Months
Conceptual Design	2.5 Months
Preliminary Design	3 Months
Final Design	3 Months
TCEQ Review	2 Months
Advertise	1 Month
Award and Council Approval	1 Month
Construction	12 Months

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: SEPTEMBER 15, 2026

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VII.A.

SUBJECT

PURSUANT TO SECTION 551.075 — Personnel matters, certain deliberations about officers and employees of the governmental body to be held in executive session.

1. Boards and Commissions
2. City Manager
3. City Secretary