
405 Municipal Drive, Kennedale, Texas 76060

**AGENDA
KENNEDALE CITY COUNCIL
REGULAR MEETING - June 9, 2011
CITY CHAMBERS**

**WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. WORK SESSION - 5:30 PM

- A. Presentation on UTA architecture Planning and Visioning Study.
- B. Interview applicants for various boards and commissions.
 - Further discussion on this topic will be held during regular session if necessary.

IV. REGULAR SESSION - 7:00 PM

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

VIII. VISITOR/CITIZENS FORUM

IX. REPORTS/ANNOUNCEMENTS

- A. Mayor - Updates and information, if any.
 - Announce Air North Texas' Clean Air Action Day
- B. Councilmember - Updates and information, if any.
- C. City Manager - Updates and information, if any.
 - Update on Little School Road bid opening

X. CONSENT ITEMS

- A. Consider approval of regular meeting minutes dated May 12, 2011.

B. Discuss and consider approval of the Quarterly Investment Report.

C. Discuss and consider approving an Ordinance accepting the 2011 ONCOR rates as collectively determined by the Public Utilities Commission.

D. Discuss and consider awarding the Bowman Springs Road 12" water line and Bolen Road sanitary sewer improvement project to D.T. Utility, and consider authorizing the City Manager to execute this contract.

XI. REGULAR ITEMS

A. DISCUSS AND CONSIDER AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF "CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SANITARY SEWER SYSTEM; APPROVING AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS AND PROCEDURES RELATED THERETO INCLUDING A PURCHASE CONTRACT, AN OFFICIAL STATEMENT, AND A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

B. Discuss and consider amending the second-hand metal recycling Ordinance.

C. Discuss and consider pavilion rate changes as recommended by the Parks and Recreation Board.

D. Consider applications and appoint 2011-2013 seats for the Planning and Zoning Commission.

E. Consider applications and appoint 2011-2013 seats for the Building Board of Appeals.

F. Consider applications and appoint 2011-2013 seats for the Board of Adjustment.

G. Consider applications and appoint 2011-2013 seats for the Keep Kennedale Beautiful Commission.

H. Consider applications and appoint 2011-2013 seats for the Library Advisory Board.

I. Consider applications and appoint 2011-2013 seats for the Parks and Recreation Board.

J. Consider applications and appoint 2011-2013 seats for the Arts and Culture Board.

K. Consider applications and make appointments to the Comprehensive Plan Task Force.

L. Discuss and consider delegating a councilmember to serve on the TownCenter Development District Board.

M. Discuss and consider designation of a council representative to the North Central Texas Regional Council of Governments.

N. Discuss and consider designation of a council representative to the Air North Texas Organization.

XII. EXECUTIVE SESSION

A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda.

B. The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- Discuss City Manager position

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

XIV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact Amethyst Cirno, City Secretary, at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the June 9, 2011, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Monday, June 6th by 5:00 p.m., at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Amethyst G. Cirno". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Amethyst G. Cirno, City Secretary

Date: June 9, 2011

Agenda Item No: WORK SESSION - 5:30 PM - A.

I. Subject:

Presentation on UTA architecture Planning and Visioning Study.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Dr. Ozdil will be conducting a powerpoint presentation highlighting the outcomes of the study.

Village Creek and The City of Kennedale: Environmental
Inventory, Analysis, Planning and Vision Study

The goal of this study is to document and analyze the reciprocal relationship between the Village Creek Watershed and the surrounding municipalities and to set a sustainable development vision that focuses on the City of Kennedale. The outcome is a regional inventory of all biotic, abiotic, and human factors and a series of conceptual vision studies that explore knowledge based planning and design of selected sites within the City of Kennedale to provide the city with environmentally sensible, economically feasible, and socially responsible development strategies.

Investigators: 12 graduate students in Environmental
Planning Studio

Principle Investigator/Presenter:
Dr. Taner R. Ozdil, ASLA

Program in Landscape Architecture,
School of Architecture
The University of Texas at Arlington

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: June 9, 2011

Agenda Item No: WORK SESSION - 5:30 PM - B.

I. Subject:

Interview applicants for various boards and commissions.

- Further discussion on this topic will be held during regular session if necessary.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Individual interviews of applicants for 2011-2013 board and commission seats. Please see the attached information, which includes:

- Past attendance rates
- Submitted applications
- List of preferred choices of submitted applicants

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

VII. Alternative Actions:

None

VIII. Attachments:

1.	2009-2011 Board & Commission Attendance	Board and Commission ATTENDANCE 2009 - 2011.pdf
2.	2011-2013 Applicant Summary	Board and Commission APPLICANT LIST 2011-2013.pdf
3.	Applications for 2011-2013	Board and Commission APPLICATIONS 2011-2013.pdf

Board and Commission Attendance June 2009 - May 2011

* Note: Percent attendance calculated using only scheduled *regular* meetings



= Alternate Member

= Up for reappointment this year

Board of Adjustment	% Attendance
Rick Adams	82%
Cheryl Abbott	73%
Brian Cassady	91%
Linda Elam	73%
Patrick Vader	91%
Darrell Dixon - alt	73%
Jeff Madrid - alt	64%
Jeremy Redding - alt	27%
Richard West - alt	36%

Planning and Zoning Commission	% Attendance
David Hunn	61%
Ray Cowan	83%
Billy Simpson	83%
Ernest Harvey	100%
Lori Bryan	78%
Charles Overstreet	74%
Jason Galloway	30%
Thomas Pirtle	55%

Parks and Recreation Board	% Attendance
Place 1 - David Deaver	89%
Place 2 - David Smith	47%
Place 3 - Michael Chandler	100%
Place 4 - Donna Gerron	74%
Place 5 - Cruz Pitre, Jr.	86%
Place 6 - VACANT	x
Place 7 ALT - VACANT	x
Place 8 ALT - VACANT	x

Library Advisory Board	% Attendance
* Has not meet in the past 2 years	
Place 1 - VACANT	x
Place 2 - George Barrett	0%
Place 3 - Elaine Brower	0%
Place 4 - Rebecca Clark	0%
Place 5 - VACANT	x

Arts and Culture Advisory Board	% Attendance
Place 1 - Felipe Gutierrez	100%
Place 2 - Ernest Harvey	100%
Place 3 - Lori Bryan	100%
Place 4 - Cruz Pitre, Jr.	100%
Place 5 - Connie Alires	50%
Place 6 - Jennifer Ramey	25%
Place 7 - Randy Bell	75%

Building Board of Appeals	% Attendance
*Has not met in the past 2 years	
Place 1 - Rick Trevino	0%
Place 2 - Elmer Moseley	0%
Place 3 - Brian Cassady	0%
Place 4 - Lin Eason	0%
Place 5 - Randall Swiney	0%
Place 6 - Lana Sather	0%
Place 7 - Bill Munn	0%

Keep Kennedale Beautiful Commission	% Attendance
Place 1 - Wayne Wooten	100%
Place 2 - VACANT	x
Place 3 - Suzanna Greer	92%
Place 4 - Michael Chandler	85%
Place 5 - Wilda Turner	92%

RED	- Current Member up for Reappointment
1	- Preferred Board/Commission
2, 3	- Second and third choices

APPLICANTS*	PRB	P&Z	LAB	KKBC	Comp Plan	BOA	BBA	A&C
Stephen Brim	1	2						3
Jill Turner	1 (Alt)							
Michael Chandler	1							
David Deaver	1							
Jerry Miller		1						
Ronald Whitley		1				2	3	
Ray Cowan		1				3		
Steve Hayes		1						
David Smith		1						
Billy Simpson		1						
David Hunn		1						
Elaine Brower			1					
Rachel Rogers		2		1			3	
NaMicha Boyd	3			1				2
Wayne Wooten				1				
Suzanna Harrison Greer				1				
Wilda Turner				1				
Vickie Chandler				1				
Adrienne Kay		2		3	1			
Patrick Vader		2				1		
Jeff Madrid		2				1		
Brian Cassady						1	1	
Jeffery Nevarez			3				1	2
Randy Swiney		2					1	
Randy Bell		2						1
Lori Bryan	3			2				1
Felipe Gutierrez								1

*applicants as of 3:00pm on 6/3/2011



KENNEDALE

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BOARD/COMMISSION CANDIDATE DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

☒ 1 Park Board

☒ 2 Planning & Zoning

☐ 8 Library Advisory Board

☐ 7 Keep Kennedale Beautiful

☐ 9 Comprehensive Plan Task Force

☐ 5 Board of Adjustment

☐ 6 Building Board of Appeals

☐ 4 Economic Development Board

☒ 3 Culture & Arts Board

Name: STEPHEN BRIM Age (Optional): 25

Home Address: 710 SHADY CREEK DR

Home Phone: 214 676 2180 Business/Cell Phone: 816 446 6877

Email: STEPHEN.BRIM@DEOTTE-ENG.COM Alt. Contact: 972 316 8018

Resident of City for 0.75 ^(9 mo) Years Voter Registration No: 1087400559

Occupation: CIVIL ENGINEER

Education: BACHELOR SCIENCE UNIVERSITY TEXAS ARLINGTON

Special Knowledge or Experience Applicable to City Board or Commission Function:

☐ Banking/Finance

☒ Building/Construction

☒ Real Estate/Development

☐ Industrial Training

☐ Business Development

☐ Promotion/Marketing

☐ Manufacturing/Industrial Operations

☐ Law/Contract Administration

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: 4/24/2011 Signature: [Signature]

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,

Amethyst Cirno, City Secretary

City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060

Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com



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BOARD/COMMISSION CANDIDATE DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- ☒ Park Board - Alternate
☐ Planning & Zoning
☐ Library Advisory Board
☐ Keep Kennedale Beautiful
☐ Comprehensive Plan Task Force

- ☐ Board of Adjustment
☐ Building Board of Appeals
☐ Economic Development Board
☐ Culture & Arts Board

Name: Jill Turner Age (Optional): _____

Home Address: 617 Bluebonnet Ln. Kennedale, Tx. 76060

Home Phone: 817-478-6865 Business/Cell Phone: 214-929-4352

Email: jillturner4@gmail.com Alt. Contact: 214-929-4763

Resident of City for 7 Years Voter Registration No: _____

Occupation: _____

Education: BS Health Promotion

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: 4/25/11 Signature: Jill Turner

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirno, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com

✓

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
PARKS AND RECREATION
BOARD



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☒ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Michael Chandler Age (Optional): 52

Home Address: 700 E. Kennedale Pkwy

Home Phone: 817-271-9111 Business/Cell Phone: _____

Email: jmchandler_99@yahoo.com Alt. Contact: 817

Resident of City for 14 Years Voter Registration No: 1045369376

Occupation: Handyman

Education: Graduated H.S.

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: May 25, 2011

Signature: Michael Chandler

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
PARKS AND
RECREATION BOARD



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**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☒ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: David Deaver Age (Optional): _____

Home Address: 1410 Swiney Hiatt Rd.

Home Phone: _____ Business/Cell Phone: 817-980-8536

Email: deaverhome@sbcglobal.net Alt. Contact: _____

Resident of City for 16 Years Voter Registration No: _____

Occupation: Lead Test Mechanic (Aerospace)

Education: _____

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: May 26, 2011

Signature: David Deaver

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirno, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com



405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☒ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: JERRY N. MILLER Age (Optional): _____

Home Address: 909 SHADY CREEK DR

Home Phone: 817-478-1149 Business/Cell Phone: 817-247-8091

Email: jm8091@charter.net Alt. Contact: _____

Resident of City for 16 Years Voter Registration No: _____

Occupation: RETIRED

Education: _____

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☒ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): PLANNING COORDINATOR FOR
GM ARRINGTON PLANT, ACTIVE CHURCH MEMBER

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 3-17-2011 Signature: Jerry N. Miller

**RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2106 - E-mail: kcooper@cityofkennedale.com**

acirno@cityofkennedale.com



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**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|---|---|
| ☐ Park Board | 2 ☒ Board of Adjustment |
| 1 ☒ Planning & Zoning | 3 ☒ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | 4 ☒ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: RONALD X WHITLEY Age (Optional): 67

Home Address: 1009 OAK RIDGE CT

Home Phone: 817 561 1139 Business/Cell Phone: 817 247 1203
(BEST CONTACT)

Email: LNRSALES@YAHOO.COM Alt. Contact: 214.674.4288

Resident of City for 6 mos Years Voter Registration No: 1051530497

Occupation: RETIRED (DIRECTOR COMMUNICATIONS) 45 YRS
(GREENSTON FOR 35 YRS)

Education: NTSU / TEXAS WESLEYAN - MINOR ARCHITECTURE / MKTG MAJOR COMMUNICATIONS

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☒ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): HUMANITY FUND BOARD CHAIR

ASSOC OF U.S. ARMY-VIP PROGRAMS - I AM NEW TO THE COMMUNITY AND WANT TO BECOME INVOLVED.

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: 5-17-2011 Signature: Ronald X Whitley

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirno, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com

APPLICANT FOR
REAPPOINTMENT TO
CURRENT SEAT ON
PLANNING AND ZONING
COMMISSION



405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| 8- ☒ Park Board | 3- ☒ Board of Adjustment |
| 1- ☒ Planning & Zoning | ☐ Building Board of Appeals |
| 7- ☒ Library Advisory Board | 2- ☒ Economic Development Board |
| 5- ☒ Keep Kennedale Beautiful | 6- ☒ Culture & Arts Board |
| 4- ☒ Comprehensive Plan Task Force | |

Name: RAY COWAN Age (Optional): 74

Home Address: 617 AVERETT ROAD

Home Phone: (817) 572-0742 Business/Cell Phone: (817) 271-4778

Email: TRAYCOWAN@yahoo.com Alt. Contact: (817) 461-0123

Resident of City for 17 Years Voter Registration No: 1044778004

Occupation: PAVING CONTRACTOR

Education: B.A. MATHEMATICS TEXAS CHRISTIAN UNIVERSITY

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☒ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☒ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): MAGISTRATE, MUNICIPAL COURT, CITY OF KENNEDALE

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: May 25, 2011

Signature: Ray Cowan

**RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirmo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirmo@cityofkennedale.com**



405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
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| ☒ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Steve Hayes Age (Optional): _____

Home Address: 200 Oakridge Tril

Home Phone: 817 478 6314 Business/Cell Phone: _____

Email: CityKennedale@hayestx.com Alt. Contact: _____

Resident of City for 26 Years Voter Registration No: 1045531716

Occupation: Program Manager - Lockheed

Education: BS & MS Mechanical Engineering,

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☒ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): BOA & BBA from inception of boards to ~2004 including bylaw development, KISD School Board, Kennedale Home Rule Charter Commission, Kennedale Pack/Troop 35 Scout leader - 1990 - 2000, co-founder & coach Kennedale Miniature Basketball Association 1991 - 2001

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: May 23, 2011

Signature: S.V. Hayes

Please see attached letter.
David is a current member
of the Parks and Recreation
Board



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BOARD/COMMISSION CANDIDATE DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
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| ☒ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: DAVID W. SMITH Age (Optional): 46

Home Address: 409 Rolanda Ln

Home Phone: 817-793-7031 Business/Cell Phone: 817-793-7037

Email: ds.smith96@sbcglobal.net Alt. Contact: dsmith@nrhpl.com

Resident of City for 6 Years Voter Registration No: _____

Occupation: FIREFIGHTER/PARAMEDIC

Education: ASSOCIATE DEGREE IN ELECTRICAL TECHNOLOGY

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☒ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): SERVED ON PARKBOARD FOR 5 YEARS

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: June 1, 2011

Signature: David W. Smith

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,

Amethyst Cirimo, City Secretary

City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060

Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

Fx 817-478-7169

City Of Kennedale

Planning and Zoning Application Letter

My name is **David W. Smith** and I live at 409 Rolanda St. in Kennedale. I am currently serving on the Park Board and have been serving in that capacity for the last 5 years. I have lived in the city for over 6 years. I am currently interested in serving on the Planning and Zoning Board. I have been involved in many things with the City. My involvement started in 1991 as a Volunteer Firefighter, In Dec. 1995, I was hired as an Full time firefighter with the Fire Dept. In May 1997, I took another position with the City of North Richland Hills as a Firefighter/Paramedic, where I am currently still employed. I remained employed with the City of Kennedale as an Assistant EMS coordinator. I remained in that position until 1999 in which that position turned into the EMS Coordinator and served in that position until Sept 2002. I enjoyed my work for the City of Kennedale and continued to care about my fellow coworkers and citizens that I had made as friends in that position. In Jan 2005, my family purchased our home on Rolanda and moved to the city that I enjoyed working for and seen many things grow and improve during my time of employment. In Aug 2005, my wife and I, became involved with the School district serving on the Delaney PTA. As my children have grown in the school district we have continued to be involved in the school district and we have been serving on different boards and committees for the City and the School. As I mentioned earlier I have been serving on the Park Board for the last 5 years. I have seen a lot of improvement and have been involved in those decisions for improvement with the Park Board. I feel I can bring a great insight to the Planning and Zoning board and continue to help the city improve its image. To go along with my knowledge of how the city works, and the way the Council receives it input into different ideas, I have an Associate Degree in Electrical Technology and used to work for a major Manufacturing plant in Arlington (National Semiconductor). My experience while working for National Semiconductor can be useful into what a business needs to grow and how the City and a business works together for the better of the business and the City. I would appreciate being considered for the board position on the Planning and Zoning board. Feel free to contact me to clarify and answer any questions you may have about me or my interest in serving on this board. I can be reached at 817-793-7037. I am sorry for not being able to attend this council meeting to present my interest in serving on this board. Thanks for your time and support.

David W. Smith

409 Rolanda St.

Kennedale, TX. 76060

817-793-7037 dwsmith96@sbcglobal.net

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
PLANNING AND ZONING
COMMISSION



KENNEDALE
You're Here, Your Home

405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☒ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Billy Simpson Age (Optional): 45

Home Address: 5836 Eden rd Kennedale

Home Phone: 817-521-6700 Business/Cell Phone: 817-521-6700

Email: _____ Alt. Contact: _____

Resident of City for 45 Years Voter Registration No: 1052088310

Occupation: _____

Education: High School

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 5-20-11 Signature: Billy Simpson

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,

Amethyst Cirimo, City Secretary

City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060

Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
PLANNING AND ZONING
COMMISSION



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☒ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: DAVID HUNN Age (Optional): _____

Home Address: 104 MEADOW LAKE CT KENNEDALE

Home Phone: 817 478 8240 Business/Cell Phone: 972 741 0292

Email: ~~DAVID~~ DAVID.HUNN@LMCO.CO.TX Alt. Contact: _____

Resident of City for 24 Years Voter Registration No: _____

Occupation: SCIENTIST

Education: PhD

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☒ Banking/Finance | ☒ Business Development |
| ☐ Building/Construction | ☒ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☒ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): LIBRARY BOARD

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 5-19-2011 Signature: [Signature]

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

APPLICANT FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
LIBRARY ADVISORY BOARD



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☒ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: ELAINE BROWER Age (Optional): _____

Home Address: 607 HILLSIDE DR

Home Phone: 817-483-8925 Business/Cell Phone: _____

Email: REBRO39@SBCGLOBAL.NET Alt. Contact: 1815745696

Resident of City for 25 Years Voter Registration No: 1645709576

Occupation: HOUSEWIFE

Education: HS GRAD

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☐ No

Date: May 28, 2011

Signature: Elaine Brower

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirno, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com



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*last
emailed 5/28*

405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☒ Planning & Zoning | ☒ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☒ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Rachel Rogers Age (Optional): 38

Home Address: 1441 Sonoma Dr., Kennedale, TX 76060

Home Phone: 817-422-1102 Business/Cell Phone: 817-422-1102

Email: rachelrenerogers@yahoo.com Alt. Contact: 817-422-4992

Resident of City for 3 Years Voter Registration No: Re-registering, app. mailed

Occupation: Electrical Engineer

Education: BS in Electrical Engineer from UTA

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☒ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Delany PTA Treasurer 2010-2011, KYA Baseball – Assistant Coach

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: April 27, 2011 Signature: Rachel Rogers

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com



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**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| 3 ☐ Park Board | ☐ Board of Adjustment |
| 6 ☐ Planning & Zoning | 8 ☐ Building Board of Appeals |
| 5 ☐ Library Advisory Board | 7 ☐ Economic Development Board |
| 1 ☒ Keep Kennedale Beautiful | 2 ☐ Culture & Arts Board |
| 4 ☐ Comprehensive Plan Task Force | |

Name: NaMicha Boyd Age (Optional): 30

Home Address: 1124 Fawn Meadow Trail Kennedale, TX 76060

Home Phone: _____ Business/Cell Phone: 817-266-1403

Email: namicha23@yahoo.com Alt. Contact: _____

Resident of City for _____ Years Voter Registration No: 1048530613

Occupation: Teacher

Education: Master's of Education in Administration

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☒ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): I have planned several events on a large scale with the universities I have worked at and smaller events on the high school level.

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: 4/26/2011 Signature: NaMicha Boyd

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirmo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirmo@cityofkennedale.com

✓

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE KEEP
KENNEDALE BEAUTIFUL
COMMISSION



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☒ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Wayne Wooten Age (Optional): 51

Home Address: 618 AVERETT Rd Kennedale, TX 76060

Home Phone: 817-478-6381 Business/Cell Phone: 817-401-3652

Email: Wayne@Empiredisposal Alt. Contact: WayWoo@Att.net

Resident of City for 1978 Years Voter Registration No: _____

Occupation: Operation & Sales Manager

Education: Waste Handling Industry 12yr, Fort Worth Business Assistance Center

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Board member North Texas Roofing Ass.

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: MAY 16, 2011 Signature: Wayne Wooten

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE KEEP
KENNEDALE BEAUTIFUL
COMMISSION



KENNEDALE
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405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☒ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Suzanna Harrison Greer Age (Optional): 42

Home Address: 624 Briar Ct Kennedale TX 76060

Home Phone: _____ Business/Cell Phone: 817-980-2878

Email: harrisingreer.suzanna@gmail.com Alt. Contact: _____

Resident of City for 5.5 Years Voter Registration No: 1047872461

Occupation: Own insurance agency—Harrison Insurance of Texas

Education: BA-English and currently obtaining and A.S. in Horticulture

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Successful business owner for 15+ years. Active in Life Fellowship Church and their community outreaches including teaching a class. Used to own a small landscape firm and have much knowledge in the horticulture field in order to help with the city's beautification efforts. I am for the City of Kennedale!

I have attended one or more meetings of the board or commission for which I have applied: "funding member" 8/1/12 ☒ Yes ☐ No

Date: 5/18/11

Signature: Suzanna Harrison Greer

**RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary**

8-478-7169



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405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☒ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Vickie Chandler Age (Optional): 52

Home Address: 700 E. Kennedale Pkwy Kennedale TX

Home Phone: 817-308-9911 Business/Cell Phone: _____

Email: Vickie - Chndlr@yahoo.com Alt. Contact: _____
(underscore)

Resident of City for 35 Years Voter Registration No: 1050725519

Occupation: Kennedale School Cafeteria

Education: High School

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: 6-2-11 Signature: Vickie Chandler

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,

Amethyst Cirimo, City Secretary

City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060

Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com



KENNEDALE
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405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|---|--|
| ☒ 5 Park Board | ☒ 8 Board of Adjustment |
| ☒ 2 Planning & Zoning | ☒ 6 Building Board of Appeals |
| ☐ Library Advisory Board | ☒ 4 Economic Development Board |
| ☒ 3 Keep Kennedale Beautiful | ☒ 7 Culture & Arts Board |
| ☒ 1 Comprehensive Plan Task Force | |

Name: Adrienne Kay Age (Optional): _____

Home Address: 918 Shady Creek Drive

Home Phone: 817 483 5258 Business/Cell Phone: 972 849 2915 ~~1229~~

Email: Adrienne.Kay@chase.com Alt. Contact: _____

Resident of City for 3 Years Voter Registration No: _____

Occupation: Project Manager for Chase Home Lending

Education: College Grad

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Art in Pk. City 5yr Plan.

manage callcenter operations, branch banking at and Fundraising experience

I have attended one or more meetings of the board or commission for which I have applied: ☐ Yes ☒ No

Date: 5/25/11 Signature: AKay

**RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirmo@cityofkennedale.com**

✓

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
BOARD OF ADJUSTMENT



KENNEDALE
You're Here, Your Home

405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|---|---|
| ☐ Park Board | ☒ Board of Adjustment / |
| ☒ Planning & Zoning 2 | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: PATRICK VADER Age (Optional): _____

Home Address: 801 PENNSYLVANIA AVE.

Home Phone: 817-561-4470 Business/Cell Phone: 817-994-9792

Email: pvader@defonds.com Alt. Contact: VADER PAT VA4@ATT.NET

Resident of City for 9 Years Voter Registration No: 1044347443

Occupation: MGR. OF BUILDING MATERIAL MANUFACTURER

Education: BBA

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 5/16/11 Signature: [Signature]

**RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirno, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com**

APPLICATION FOR
REAPPOINTMENT TO
CURRENT ALTERNATE SEAT
ON BOARD OF ADJUSTMENT



KENNEDALE
You're Here, Your Home

405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|---|---|
| ☐ Park Board | ☒ Board of Adjustment 1 |
| ☒ Planning & Zoning 2 | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Jeffrey S. Madrid Age (Optional): 47

Home Address: 4074 New Hope Rd

Home Phone: 8174784544 Business/Cell Phone: 2148039269

Email: dwg813@sbcglobal.net Alt. jeffrey.s.madrid@lmco.com Contact: _____

Resident of City for 7 Years Voter Registration No: _____

Occupation: Security Manager

Education: High School Graduate, junior in college

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☒ Industrial Training | ☒ Law/Contract Administration |

Other information (Civic Activities, etc.): Reserve Public Safety Officer

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: June 2, 2011

Signature: 

✓

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
BUILDING BOARD OF
APPEALS



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☒ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Brian Cassady Age (Optional): 64

Home Address: 703 Shady Creek

Home Phone: 817 478 4080 Business/Cell Phone: 817 269 6176

Email: bcass703@yahoo.com Alt. Contact: Janet Cassady

Resident of City for 25 Years Voter Registration No: 1043991063

Occupation: Retired Bell Helicopter Chief Flight Test

Education: BS Mech Eng. MBA Managerial

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|---|
| ☐ Banking/Finance | ☒ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Already on this board

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: June 1, 2011

Signature: Brian Cassady

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

✓

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
BOARD OF ADJUSTMENT



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☒ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Brian Cassidy Age (Optional): 64

Home Address: 703 Shady Creek

Home Phone: 817 478 4080 Business/Cell Phone: 817 269 6176

Email: bcass703@yahoo.com Alt. Contact: Janet Cassidy

Resident of City for 25 Years Voter Registration No: 1043991063

Occupation: Retired Bell Helicopter Chief FH-Test Engr

Education: BS Mech Engr MBA management

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|---|
| ☐ Banking/Finance | ☒ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☒ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Elected to this board 15 years ago

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: June 1, 2011

Signature: Brian Cassidy

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com



KENNEDALE
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405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☒ Board of Adjustment |
| ☐ Planning & Zoning | ☒ Building Board of Appeals |
| ☒ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☒ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Jeffrey Nevarez Age (Optional): 31

Home Address: 338 Spring Branch Ln.

Home Phone: — Business/Cell Phone: 817-791-6698

Email: techlaw@bentleybar.com Alt. Contact: —

Resident of City for 5 Years Voter Registration No: 1157821690

Occupation: Owner/Operator

Education: B.A. English from UTA

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | | |
|--|---|---|
| ☐ Banking/Finance | ☐ Business Development | ☒ Computers |
| ☐ Building/Construction | ☐ Promotion/Marketing | ☒ ARTS |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations | |
| ☐ Industrial Training | ☒ Law/Contract Administration | |

Other information (Civic Activities, etc.): Started Teen Court in Arlington as a Judge.
Sunday School teacher, media team for Tate Springs, Election volunteer

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 4/21/11 Signature: [Signature]

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirmo@cityofkennedale.com

✓
APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
BUILDING BOARD OF
APPEALS



KENNEDALE
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405 Municipal Drive, Kennedale, Texas 76060

**BOARD/COMMISSION CANDIDATE
DATA SHEET**

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|---|
| ☐ Park Board | ☐ Board of Adjustment |
| ☒ Planning & Zoning | ☒ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☐ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: RANDY Swiney Age (Optional): _____

Home Address: 603 Bluebonnet LN

Home Phone: 817-478-0142 Business/Cell Phone: 817-483-7187

Email: rswiney@farmersagent.com Alt. Contact: _____

Resident of City for 56 Years Voter Registration No: _____

Occupation: Farmers Ins Agent Own Business

Education: Graduated UTA

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☒ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): This Board For 6 years

I attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: June 3, 2011

Signature: Randy Swiney

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

✓

APPLICANT FOR
REAPPOINTMENT TO
CURRENT SEAT ON
ARTS AND CULTURE
ADVISORY BOARD



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|---|--|
| ☐ Park Board | ☐ Board of Adjustment |
| 2 ☒ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | 1 ☒ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Randy Bell Age (Optional): 35

Home Address: 1112 Fawn Meadow Kennedale TX 76060

Home Phone: 817-330-0868 Business/Cell Phone: 214-500-3206

Email: randy@ag-21A.com Alt. Contact: 817-330-0880

Resident of City for 11 Years Voter Registration No: _____

Occupation: Own Janitorial Company

Education: Trade School

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☒ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Arts & Culture Board, Art in the Park Committee 2010 & 2011

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 5-19-2011 Signature: Randy Bell

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirimo, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirimo@cityofkennedale.com

✓

APPLICANT FOR
REAPPOINTMENT TO
CURRENT SEAT ON ARTS
AND CULTURE ADVISORY
BOARD (IS NOT UP FOR
REAPPOINTMENT TO P&Z
UNTIL 2012)



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- 4 ☒ Park Board
1 ☒ Planning & Zoning *not up for reappointment for this board until 2012.*
☐ Library Advisory Board
3 ☒ Keep Kennedale Beautiful
☐ Comprehensive Plan Task Force
- ☐ Board of Adjustment
☐ Building Board of Appeals
☐ Economic Development Board
1 2 ☒ Culture & Arts Board

Name: Lori Bryan Age (Optional): 44

Home Address: 605 Parkview Ct, Kennedale, TX 76060

Home Phone: (817) 563-6514 Business/Cell Phone: (817) 980-8088

Email: lbryan@sbcglobal.net Alt. Contact: _____

Resident of City for 11 Years Voter Registration No: _____

Occupation: Marketing - Art Director

Education: University of Texas - B.S. Degree

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|---|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☒ Promotion/Marketing |
| ☒ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): Art in the Park, Branding Committee, Cultural Asset Committee

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 5/19/11 Signature: [Signature]

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
Amethyst Cirno, City Secretary
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirno@cityofkennedale.com

✓

APPLICATION FOR
REAPPOINTMENT TO
CURRENT SEAT ON THE
ARTS AND CULTURE
ADVISORY BOARD



405 Municipal Drive, Kennedale, Texas 76060

BOARD/COMMISSION CANDIDATE
DATA SHEET

Check all Board and Commissions of Interest and rank order of interest from 1 to 8:

- | | |
|--|--|
| ☐ Park Board | ☐ Board of Adjustment |
| ☐ Planning & Zoning | ☐ Building Board of Appeals |
| ☐ Library Advisory Board | ☐ Economic Development Board |
| ☐ Keep Kennedale Beautiful | ☒ Culture & Arts Board |
| ☐ Comprehensive Plan Task Force | |

Name: Felipe Gutierrez Age (Optional): ~~34~~ 34

Home Address: 402 Pennsylvania Ave

Home Phone: 817-572-1505 Business/Cell Phone: 817-572-713-7426

Email: Felipe76@swbell.net Alt. Contact: _____

Resident of City for 6 Years Voter Registration No: _____

Occupation: Att

Education: _____

Special Knowledge or Experience Applicable to City Board or Commission Function:

- | | |
|--|--|
| ☐ Banking/Finance | ☐ Business Development |
| ☐ Building/Construction | ☐ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☐ Law/Contract Administration |

Other information (Civic Activities, etc.): _____

I have attended one or more meetings of the board or commission for which I have applied: ☒ Yes ☐ No

Date: 5-26-11 Signature: [Signature]

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE,
City of Kennedale, 405 Municipal Drive, Kennedale, Texas 76060
Phone: (817) 985-2104 - E-mail: acirmo@cityofkennedale.com

Date: June 9, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Mayor - Updates and information, if any.
- Announce Air North Texas' Clean Air Action Day

II. Originated by:

Mayor Bryan Lankhorst

III. Summary:

Mayor Lankhorst - Please see the attached documents. A postcard with a message from the Mayor on behalf of the Air North Texas' Clean Air Action day will be sent to a number of local businesses in late June.

Citizens should be encouraged to implement clean air practices from 7am to 7pm on July 7th, and everyday!

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Air North Texas Info	Air North Texas - Clean Air Action Day Info.pdf
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May 19, 2011

Mr. Bob Hart
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060-0268

Dear Mr. Hart:

Our second annual Clean Air Action Day is quickly approaching! Just like last year, Clean Air Action Day will take place on July 7 from 7 am to 7 pm. Enclosed are materials designed to help you promote and prepare for 7.7.7.7:

- Clean Air Action Day Partner Fact Sheet – this will provide a more in depth overview of 7.7.7.7, outline how you can promote the initiative, and explain how participating can be beneficial to your organization
- 7.7.7.7 Social Media Campaign – please use this as a guide for messages to post on your Facebook, Twitter, or other social media accounts
- 7.7.7.7 "Save the Date" Postcards – distribute these as you wish to help spread the word about Clean Air Action Day

In addition to the enclosed materials, we have a variety of items at our offices that are available to you, including our new Air North Texas snack containers as well as items you may already be familiar with, such as our 16" x 20" Clean Air Action Day posters, Air North Texas lunch bags, temporary tattoos, wrist bands, activity books, and crayons. If you would like any of these items, please contact Whitney Vandiver at wvandiver@nctcog.org or 817-704-5639. Let us know which items you would like and the quantities you need. We will prepare the items and have them ready for you to pick up at our offices on a day that is convenient for you.

We encourage you to take advantage of these resources so that this year's Clean Air Action Day can be another successful and impactful event. Your help and participation makes all the difference! We greatly appreciate your support and look forward to working with you to make the 2011 Clean Air Action Day a great accomplishment.

Regards,

A handwritten signature in black ink that reads "Mindy Mize". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Mindy Mize

WV:ch
Enclosures

cc: Whitney Vandiver, Communications Specialist, North Central Texas Council of Governments

EVERYONE WANTS CLEAN AIR—YOU CAN HELP.

Air quality is a serious, ongoing problem. For North Texans struggling with respiratory illnesses and lung health issues, breathing is always on their minds. Air pollution poses a threat not just to human health but also to our environment. To foster long-term behavioral change and in conjunction with the peak of ozone season when the air quality is typically at its worst, Air North Texas is designating July 7 as Clean Air Action Day.

Participation is easy. Anytime from 7 a.m. to 7 p.m. on July 7, individuals, organizations and corporations across our region will come together to commit to do at least one green thing to help us all breathe cleaner air and build healthier communities in North Texas.



PROMOTE THE CAUSE—TAKE ACTION NOW.

Clean Air Action Day (7.7.7.7) is a prime opportunity to highlight people in the community who will demonstrate their dedication and efforts to improve air quality in our region. Help us in this effort, and support the Air North Texas initiative:

Link to us and we'll do the rest. Simply copy and paste the HTML code provided on our website into your web page or blog to add the Save the Date button with a link to Air North Texas.

Gather real stories. Get the people around you to tell us what they will do and show us why clean air is important. Send comments or upload a photo or video about your commitment or 7.7.7.7 experience.

Pass it on. We've enclosed a number of Save the Date postcards that carry the July 7 Clean Air Action message. Mail them, hand them out—help us get them into the hands of yet another new air quality advocate. Additionally, post our limited edition Clean Air Action poster in common areas to generate more awareness about the movement.

Spread the word. We strive to keep constant communication with our network of Air North Texas partners through multiple mediums. All we ask is for your continued support in promoting our message.

- Distribute our air quality watch and warning reminders to alert the public about protecting their health when the air quality is poor.
- Forward our monthly e-clean air mails to residents, constituents, your friends and family or encourage them to subscribe to receive information on green solutions and actions they can take to reduce their impact.
- Stay connected and follow us via Facebook and Twitter to pass along our easy tips, updates and information on air quality.
- Be the voice of our campaign and help represent Air North Texas at outreach venues. We will facilitate the printed and marketing materials.

www.airnorthtexas.org

Campaign materials including press releases, hi-res ads, PSAs and print/electronic publications are available for download via our partner resources page. Partners can also request Air North Texas promotional pieces to strengthen outreach efforts. Choose from a variety of items including, but not limited to: daily reminder green rubber bracelets, soy-based ink air quality index crayons, temporary tattoos, and our newly produced children's air quality activity book.

CAMPAIGN QUANTIFICATION & PARTNER RECOGNITION

The achievements garnered by the Air North Texas campaign thus far can primarily be attributed to the commitment and support of our partners. Our partners deserve the highest commendation for bettering the quality of life in North Texas. Each year, Air North Texas awards the title of "Partner of the Year" to the entity that has demonstrated exceptional support to our mission.

The annual partner progress report (for support tasks performed from September 1, 2010 through September 1, 2011) will not only help identify the Air North Texas "Partner of the Year," it will also provide valuable quantification data that can aid in our quest to improve and perfect campaign execution strategies.

Details and instructions on completing the downloadable annual progress report form can be found on our partner resources page.



ABOUT AIR NORTH TEXAS

Air North Texas is a regional air quality public awareness campaign aimed at helping communities understand the importance of health and environmental issues associated with high ozone levels. Our goal is to not only educate North Texans about the problem, but to encourage and empower them to become part of the solution. Our network of individuals and organizations believes that every person can help create cleaner, clearer skies in our region. To learn more, visit www.airnorthtexas.org

CONTACTS

Whitney Vandiver
Communications Specialist
Air Quality
817.704.5639 metro
817.640.3028 fax
wvandiver@nctcog.org

Jahnae Stout
Communications Coordinator
Public Involvement
817.608.2335 metro
817.640.3028 fax
jstout@nctcog.org

www.airnorthtexas.org

Date: June 9, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Councilmember - Updates and information, if any.

II. Originated by:

Amethyst G. Cirno, City Secretary and Communications Coordinator

III. Summary:

councilmembers with announcements, information, updates, or other information to share may do so at this time.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: June 9, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

City Manager - Updates and information, if any.
- Update on Little School Road bid opening

II. Originated by:

Bob Hart, City Manager

III. Summary:

City Manager Bob Hart will update the Council on the Little School Road project bid opening. Please see the attached bid tabulation.

IV. Fiscal Impact Summary:

please see attachment

V. Legal Impact:

none

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Little Road Bid Tabulation	Little Bid Tabulation.PDF
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BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC. CLIENT: CITY OF KENNEDALE
CONSULTING ENGINEERS DESCRIPTION: TARRANT COUNTY BOND STREET RECONSTRUCTION
FOR LITTLE SCHOOL ROAD

TNP JOB NO: KEN08305-01
ENGINEER'S ESTIMATE: \$ 4,750,000
BID DATE: MAY 31, 2011
BID TIME: 2 PM

BIDDERS

ENGINEER'S ESTIMATE: \$ 4,750,000				BIDDING											
BID DATE: MAY 31, 2011				Conatser Construction		Tiseo Paving Company		JLB Contracting		McMahon Contracting		Jackson Construction		Ed Bell Construction	
BID TIME: 2 PM				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
ITE M NO.	DESCRIPTION OF ITEMS			QTY	UNIT	PAVING AND DRAINAGE IMPROVEMENTS									
A-1	Project Sign			2	EA	\$300.00	\$600.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$400.00	\$800.00	\$350.00	\$700.00
A-2	General Site/ROW Preparation			1	LS	\$30,000.00	\$30,000.00	\$389,500.00	\$389,500.00	\$118,500.00	\$118,500.00	\$405,000.00	\$405,000.00	\$463,500.00	\$463,500.00
A-3	Baricades, Temporary Signs and Traffic Control			1	LS	\$50,000.00	\$50,000.00	\$31,500.00	\$31,500.00	\$48,000.00	\$48,000.00	\$134,600.00	\$134,600.00	\$150,000.00	\$150,000.00
A-4	SWPPP Implementation and Maintenance			1	LS	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$34,300.00	\$34,300.00	\$32,000.00	\$32,000.00
A-5	Remove Storm Drain Pipe			330	LF	\$8.00	\$2,640.00	\$7.25	\$2,392.50	\$10.75	\$3,547.50	\$20.00	\$6,600.00	\$16.00	\$5,280.00
A-6	Remove Headwall			9	EA	\$500.00	\$4,500.00	\$365.00	\$3,285.00	\$134.00	\$1,206.00	\$650.00	\$5,850.00	\$600.00	\$5,400.00
A-7	Remove Drop Inlet			3	EA	\$300.00	\$900.00	\$365.00	\$1,095.00	\$270.00	\$810.00	\$750.00	\$2,250.00	\$800.00	\$2,400.00
A-8	TxDOT MH-1-02 Storm Drain			1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$1,375.00	\$1,375.00	\$1,500.00	\$1,500.00
A-9	4' Square Storm Drain Manhole			5	EA	\$2,200.00	\$11,000.00	\$2,600.00	\$13,000.00	\$3,575.00	\$17,875.00	\$3,080.00	\$15,400.00	\$2,500.00	\$12,500.00
A-10	6' Square Storm Drain Manhole			1	EA	\$3,500.00	\$3,500.00	\$3,100.00	\$3,100.00	\$5,000.00	\$5,000.00	\$4,235.00	\$4,235.00	\$4,000.00	\$4,000.00
A-11	12" Class III RCP			50	LF	\$25.00	\$1,250.00	\$29.00	\$1,450.00	\$42.00	\$2,100.00	\$42.90	\$2,145.00	\$42.00	\$2,100.00
A-12	18" Class III RCP			845	LF	\$30.00	\$25,350.00	\$34.51	\$29,160.95	\$48.50	\$40,982.50	\$47.30	\$39,968.50	\$49.00	\$41,405.00
A-13	24" Class III RCP			1,794	LF	\$38.00	\$68,172.00	\$46.87	\$84,084.78	\$56.00	\$100,464.00	\$55.00	\$98,670.00	\$57.00	\$102,258.00
A-14	27" Class III RCP			971	LF	\$42.00	\$40,782.00	\$52.55	\$51,026.05	\$61.00	\$59,231.00	\$60.50	\$58,745.50	\$64.00	\$62,144.00
A-15	30" Class III RCP			302	LF	\$48.00	\$14,496.00	\$57.68	\$17,419.36	\$68.00	\$20,536.00	\$67.00	\$20,234.00	\$71.00	\$21,801.38
A-16	36" Class III RCP			325	LF	\$65.00	\$21,125.00	\$75.20	\$24,440.00	\$87.00	\$28,275.00	\$86.90	\$28,242.50	\$119.00	\$29,178.50
A-17	48" Class III RCP			146	LF	\$100.00	\$14,600.00	\$120.00	\$17,520.00	\$124.00	\$18,104.00	\$124.30	\$18,147.80	\$165.00	\$24,090.00
A-18	3' x 2' Reinforced Concrete Box Pipe			67	LF	\$85.00	\$5,695.00	\$103.00	\$6,901.00	\$107.00	\$7,169.00	\$110.00	\$7,370.00	\$157.00	\$10,519.00
A-19	5' x 3' Reinforced Concrete Box Pipe			587	LF	\$130.00	\$76,310.00	\$158.65	\$93,127.55	\$158.00	\$92,746.00	\$159.50	\$93,626.50	\$180.00	\$105,660.00
A-20	5' x 5' Reinforced Concrete Box Pipe			13	LF	\$165.00	\$2,145.00	\$195.00	\$2,535.00	\$184.00	\$2,392.00	\$188.10	\$2,445.30	\$252.00	\$3,276.00
A-21	2.9' x 5' C-789 Reinforced Concrete Box Pipe			247	LF	\$700.00	\$172,900.00	\$716.00	\$176,852.00	\$680.00	\$167,960.00	\$684.20	\$168,997.40	\$707.00	\$174,629.00
A-22	12" Rock Rip Rap for Storm Drain Outfall			882	SY	\$40.00	\$35,280.00	\$41.20	\$36,338.40	\$28.00	\$24,696.00	\$59.50	\$52,479.00	\$31.00	\$27,342.00
A-23	Concrete Channel Liner			90	SY	\$45.00	\$4,050.00	\$62.00	\$5,580.00	\$56.00	\$5,040.00	\$54.50	\$4,905.00	\$68.00	\$6,120.00
A-24	Trench Safety System			5,277	LF	\$3.00	\$15,831.00	\$0.52	\$2,744.04	\$0.05	\$263.85	\$1.00	\$5,277.00	\$1.00	\$5,277.00
A-25	Temporary Pavement for SD Installation			4,609	LF	\$9.00	\$41,481.00	\$10.82	\$49,869.38	\$12.90	\$59,456.10	\$16.53	\$76,186.77	\$11.00	\$50,699.00
A-26	TxDOT Headwall (PW) for 2'-9' x 5' RCB			2	EA	\$15,000.00	\$30,000.00	\$29,000.00	\$58,000.00	\$24,430.00	\$48,860.00	\$27,820.00	\$55,640.00	\$25,500.00	\$51,000.00
A-27	TxDOT Headwall (PW) for 3' x 2' RCB			2	EA	\$4,000.00	\$8,000.00	\$11,500.00	\$23,000.00	\$8,780.00	\$17,560.00	\$8,120.00	\$16,240.00	\$6,600.00	\$13,200.00
A-28	5' Type 2 Curb Inlet			3	EA	\$1,500.00	\$4,500.00	\$2,900.00	\$8,700.00	\$3,500.00	\$10,500.00	\$2,640.00	\$7,920.00	\$3,200.00	\$9,600.00
A-29	10' Type 2 Curb Inlet			21	EA	\$2,000.00	\$42,000.00	\$3,800.00	\$79,800.00	\$4,600.00	\$96,600.00	\$3,300.00	\$69,300.00	\$4,400.00	\$92,400.00
A-30	15' Type 2 Curb Inlet			2	EA	\$3,200.00	\$6,400.00	\$3,400.00	\$6,800.00	\$6,850.00	\$13,700.00	\$4,180.00	\$8,360.00	\$5,700.00	\$11,400.00
A-31	20' Type 2 Curb Inlet			1	EA	\$4,200.00	\$4,200.00	\$6,150.00	\$6,150.00	\$8,700.00	\$8,700.00	\$5,280.00	\$5,280.00	\$7,200.00	\$7,200.00
A-32	10' Curb Inlet			2	EA	\$2,500.00	\$5,000.00	\$2,550.00	\$5,100.00	\$3,400.00	\$6,800.00	\$2,530.00	\$5,060.00	\$2,900.00	\$5,800.00
A-33	15' Curb Inlet			1	EA	\$3,500.00	\$3,500.00	\$3,400.00	\$3,400.00	\$5,120.00	\$5,120.00	\$3,190.00	\$3,190.00	\$3,900.00	\$3,900.00
A-34	20' Curb Inlet			1	EA	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$6,760.00	\$6,760.00	\$4,620.00	\$4,620.00	\$4,900.00	\$4,900.00
A-35	3' x 3' Drop Inlet			1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00	\$2,695.00	\$2,695.00	\$2,700.00	\$2,700.00
A-36	Connect Exist. French Drain to Proposed Swale			2	EA	\$500.00	\$1,000.00	\$775.00	\$1,550.00	\$1,075.00	\$2,150.00	\$250.00	\$500.00	\$200.00	\$400.00
A-37	Channel Excavation			1	LS	\$10,000.00	\$10,000.00	\$2,400.00	\$24,000.00	\$13,400.00	\$13,400.00	\$27,300.00	\$27,300.00	\$9,000.00	\$9,000.00
A-38	Remove Existing Concrete Curb and Gutter			707	LF	\$6.00	\$4,242.00	\$2.55	\$1,802.85	\$4.29	\$3,033.03	\$2.77	\$1,958.39	\$4.00	\$2,828.00
A-39	Remove Existing Concrete Pavement			1,532	SY	\$4.00	\$6,128.00	\$3.30	\$5,055.60	\$8.58	\$13,144.56	\$4.29	\$6,572.28	\$7.00	\$10,724.00
A-40	Unclassified Street Excavation			17,815	CY	\$6.50	\$115,797.50	\$3.25	\$57,898.75	\$10.28	\$183,138.20	\$8.16	\$145,370.40	\$12.50	\$222,687.50
A-41	8" Cement Stabilized Subgrade			39,243	SY	\$3.00	\$117,729.00	\$2.55	\$100,069.65	\$1.79	\$70,244.97	\$1.85	\$72,599.55	\$4.00	\$156,972.00
A-42	Cement for Stabilized Subgrade (20LB/SY)			392	Ton	\$150.00	\$58,800.00	\$96.00	\$37,632.00	\$101.00	\$39,592.00	\$100.00	\$39,200.00	\$114.00	\$44,688.00
A-43	8" Concrete Pavement			33,584	SY	\$37.00	\$1,242,608.00	\$31.00	\$1,041,104.00	\$33.08	\$1,110,958.72	\$31.50	\$1,057,896.00	\$34.00	\$1,141,856.00
A-44	TxDOT Pavement Section			780	SY	\$45.50	\$35,490.00	\$75.65	\$59,007.00	\$68.15	\$53,157.00	\$70.45	\$54,951.00	\$76.00	\$59,280.00
A-45	6" Monolithic Curb			14,148	LF	\$1.25	\$17,685.00	\$1.00	\$14,148.00	\$1.68	\$23,768.64	\$1.20	\$16,977.60	\$1.00	\$14,148.00
A-46	4" Rolled Curb			11,088	LF	\$1.00	\$11,088.00	\$1.00	\$11,088.00	\$0.81	\$8,981.28	\$1.20	\$13,305.60	\$3.50	\$38,808.00
A-47	Truck Apron Curb			815	LF	\$6.00	\$4,890.00	\$1.00	\$815.00	\$3.72	\$3,031.80	\$10.50	\$8,557.50	\$19.00	\$15,485.00

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC. CITY OF KENNEDALE
CONSULTING ENGINEERS TARRANT COUNTY BOND STREET RECONSTRUCTION
FOR LITTLE SCHOOL ROAD

TNP JOB NO: KEN08305-01
ENGINEER'S ESTIMATE: \$ 4,750,000
BID DATE: MAY 31, 2011
BID TIME: 2 PM

BIDDERS

ITE M NO.	DESCRIPTION OF ITEMS	QTY	UNIT	Conatser Construction		Tiseo Paving Company		JLB Contracting		McMahon Contracting		Jackson Construction		Ed Bell Construction	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A-48	Central Island Curb	552	LF	\$8.50	\$4,692.00	\$25.00	\$13,800.00	\$23.65	\$13,054.80	\$10.50	\$5,796.00	\$1.00	\$552.00	\$8.00	\$3,312.00
A-49	5" Concrete Foundation for Brick Pavers (For Medians)	2,260	SY	\$28.00	\$63,280.00	\$29.45	\$66,557.00	\$30.90	\$69,834.00	\$33.48	\$75,664.80	\$38.00	\$85,880.00	\$40.00	\$90,400.00
A-50	7" Concrete Foundation for Brick Pavers (for Roundabouts)	1,121	SY	\$32.00	\$35,872.00	\$39.35	\$44,111.35	\$39.00	\$43,719.00	\$38.18	\$42,799.78	\$52.00	\$58,292.00	\$50.00	\$56,050.00
A-51	Brick Pavers	30,428	SF	\$4.50	\$136,926.00	\$3.45	\$104,976.60	\$3.57	\$108,627.96	\$3.66	\$111,366.48	\$3.50	\$106,498.00	\$4.73	\$143,924.44
A-52	6" Concrete Driveway	1,677	SY	\$45.00	\$75,465.00	\$33.00	\$55,341.00	\$38.96	\$65,335.92	\$35.83	\$60,086.91	\$53.00	\$88,881.00	\$56.21	\$94,264.17
A-53	6" HMA Concrete Driveway	79	SY	\$40.00	\$3,160.00	\$50.00	\$3,950.00	\$39.27	\$3,102.33	\$74.65	\$5,897.35	\$47.00	\$3,713.00	\$71.24	\$5,627.96
A-54	6" Gravel Driveway	61	SY	\$15.00	\$915.00	\$10.00	\$610.00	\$12.75	\$777.75	\$10.50	\$640.50	\$11.00	\$671.00	\$11.42	\$691.62
A-55	8" HMA Concrete Driveway	672	SY	\$38.00	\$25,536.00	\$45.00	\$30,240.00	\$38.55	\$25,905.60	\$45.21	\$30,381.12	\$53.00	\$35,616.00	\$43.16	\$29,003.52
A-56	Concrete Sidewalk	58,229	SF	\$3.25	\$189,244.25	\$3.75	\$218,358.75	\$3.42	\$199,143.18	\$3.00	\$174,687.00	\$3.50	\$203,801.50	\$3.50	\$203,801.50
A-57	Concrete Sidewalk Ramp (All Types)	34	EA	\$800.00	\$27,200.00	\$650.00	\$22,100.00	\$685.00	\$23,290.00	\$750.00	\$25,500.00	\$750.00	\$25,500.00	\$1,500.00	\$51,000.00
A-58	Hogwire Fence (All Heights, Incl. Replacement of any Existing Gates)	779	LF	\$10.00	\$7,790.00	\$7.00	\$5,453.00	\$7.00	\$5,453.00	\$7.50	\$5,842.50	\$8.00	\$6,232.00	\$7.04	\$5,484.16
A-59	Barbed Wire Fence (All Heights, Incl. Replacement of any Existing Gates)	1,424	LF	\$6.00	\$8,544.00	\$3.95	\$5,624.80	\$5.30	\$7,547.20	\$5.12	\$7,290.88	\$4.00	\$5,696.00	\$3.99	\$5,681.76
A-60	Chain Link Fence (All Heights, Incl. Replacement of any Existing Gates)	45	LF	\$15.00	\$675.00	\$16.50	\$742.50	\$15.00	\$675.00	\$16.05	\$722.25	\$18.00	\$810.00	\$16.70	\$751.50
A-61	Wooden Split Rail Fence (All Heights, Incl. Replacement of any Existing Gates)	246	LF	\$18.00	\$4,428.00	\$15.00	\$3,690.00	\$12.90	\$3,173.40	\$15.40	\$3,788.40	\$17.00	\$4,182.00	\$15.23	\$3,746.58
A-62	Wooden Stockade Fence (All Heights, Incl. Replacement of any Existing Gates)	76	LF	\$10.00	\$760.00	\$27.00	\$2,052.00	\$23.60	\$1,793.60	\$31.85	\$2,420.60	\$30.00	\$2,280.00	\$27.30	\$2,074.80
A-63	Pipe and Wire Fence (All Heights, Incl. Replacement of any Existing Gates)	403	LF	\$20.00	\$8,060.00	\$21.00	\$8,463.00	\$15.00	\$6,045.00	\$34.85	\$13,963.95	\$23.00	\$9,269.00	\$21.00	\$8,463.00
A-64	Pedestrian Railing (PR-2)	290	LF	\$85.00	\$24,650.00	\$86.60	\$25,114.00	\$53.00	\$15,370.00	\$58.00	\$16,820.00	\$115.00	\$33,350.00	\$88.20	\$25,578.00
A-65	Metal Beam Guardrail SGT System (incl. transition)	4	EA	\$3,500.00	\$14,000.00	\$4,700.00	\$18,800.00	\$3,165.00	\$12,660.00	\$2,950.00	\$11,800.00	\$5,200.00	\$20,800.00	\$4,751.25	\$19,005.00
A-66	Pavement Markings	1	LS	\$29,500.00	\$29,500.00	\$13,100.00	\$13,100.00	\$23,550.00	\$23,550.00	\$14,000.00	\$14,000.00	\$13,000.00	\$13,000.00	\$20,000.00	\$20,000.00
A-67	Street Sign Post	62	EA	\$375.00	\$23,250.00	\$440.00	\$27,280.00	\$375.00	\$23,250.00	\$470.00	\$29,140.00	\$350.00	\$21,700.00	\$446.25	\$27,667.50
A-68	4" Schedule 40 PVC Conduit for Power and Irrigation	1,748	LF	\$12.00	\$20,976.00	\$6.70	\$11,748.16	\$6.17	\$10,785.16	\$6.30	\$11,012.40	\$7.00	\$12,336.00	\$3.68	\$6,432.64
A-69	6" Schedule 40 PVC Conduit for Power and Irrigation	1,678	LF	\$15.00	\$25,170.00	\$6.70	\$11,242.60	\$8.31	\$13,944.18	\$8.40	\$14,095.20	\$9.00	\$15,102.00	\$6.83	\$11,460.74
PAVING AND DRAINAGE IMPROVEMENTS TOTAL					\$3,131,757.75		\$3,285,158.74		\$3,266,691.23		\$3,575,059.71		\$4,025,954.00		\$4,361,352.61
B-1	Remove Existing Gate Valve	12	EA	\$100.00	\$1,200.00	\$285.00	\$3,420.00	\$108.00	\$1,296.00	\$110.00	\$1,320.00	\$100.00	\$1,200.00	\$78.75	\$945.00
B-2	Remove Existing Fire Hydrant	9	EA	\$200.00	\$1,800.00	\$285.00	\$2,565.00	\$108.00	\$972.00	\$110.00	\$990.00	\$800.00	\$7,200.00	\$131.25	\$1,181.25
B-3	12" PVC DR-14 Water Line by Open Cut	5,933	LF	\$40.00	\$237,320.00	\$41.20	\$244,439.60	\$47.30	\$280,630.90	\$46.20	\$274,104.60	\$51.00	\$302,593.00	\$44.10	\$261,645.30
B-4	10" PVC DR-14 Water Line by Open Cut	290	LF	\$36.00	\$10,440.00	\$34.00	\$9,860.00	\$40.00	\$11,600.00	\$38.50	\$11,165.00	\$53.00	\$15,370.00	\$37.59	\$10,901.10
B-5	8" PVC DR-14 Water Line by Open Cut	604	LF	\$32.00	\$19,328.00	\$25.75	\$15,553.00	\$32.50	\$19,630.00	\$30.80	\$18,603.20	\$58.00	\$35,032.00	\$33.60	\$20,294.40
B-6	6" PVC DR-14 Water Line by Open Cut	301	LF	\$30.00	\$9,030.00	\$18.55	\$5,583.55	\$28.00	\$8,428.00	\$26.40	\$7,946.40	\$57.00	\$17,157.00	\$27.30	\$8,217.30
B-7	12" Gate Valve	11	EA	\$1,950.00	\$21,450.00	\$2,100.00	\$23,100.00	\$1,930.00	\$21,230.00	\$1,980.00	\$21,780.00	\$2,000.00	\$22,000.00	\$2,126.25	\$23,388.75
B-8	10" Gate Valve	1	EA	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$1,610.00	\$1,610.00	\$1,650.00	\$1,650.00	\$1,700.00	\$1,700.00	\$1,837.50	\$1,837.50
B-9	8" Gate Valve	8	EA	\$1,000.00	\$8,000.00	\$1,110.00	\$8,880.00	\$1,075.00	\$8,600.00	\$1,100.00	\$8,800.00	\$1,200.00	\$9,600.00	\$1,312.50	\$10,500.00
B-10	6" Gate Valve	12	EA	\$800.00	\$9,600.00	\$750.00	\$9,000.00	\$750.00	\$9,000.00	\$770.00	\$9,240.00	\$800.00	\$9,600.00	\$971.25	\$11,655.00
B-11	8" x 8" Tapping Sleeve and Valve	1	EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,220.00	\$3,220.00	\$3,300.00	\$3,300.00	\$3,700.00	\$3,700.00	\$2,887.50	\$2,887.50
B-12	1-inch Combination Air & Vacuum Release and Vault	2	EA	\$5,500.00	\$11,000.00	\$10,100.00	\$20,200.00	\$7,080.00	\$14,160.00	\$7,300.00	\$14,600.00	\$6,200.00	\$12,400.00	\$7,402.50	\$14,805.00
B-13	24" Steel Casing Pipe	40	LF	\$90.00	\$3,600.00	\$72.10	\$2,884.00	\$118.00	\$4,720.00	\$121.00	\$4,840.00	\$111.00	\$4,440.00	\$98.18	\$3,927.20
B-14	Concrete Encasement	120	LF	\$20.00	\$2,400.00	\$10.30	\$1,236.00	\$43.00	\$5,160.00	\$44.00	\$5,280.00	\$33.00	\$3,960.00	\$31.50	\$3,780.00
B-15	Water Line Fittings Shall be Mechanically Jointed Cast Iron	1	LS	\$40,000.00	\$40,000.00	\$31,200.00	\$31,200.00	\$4,185.00	\$4,185.00	\$4,290.00	\$4,290.00	\$29,000.00	\$29,000.00	\$37,222.50	\$37,222.50
B-16	Standard Fire Hydrant and Assembly	12	EA	\$3,000.00	\$36,000.00	\$2,600.00	\$31,200.00	\$3,165.00	\$37,980.00	\$3,250.00	\$39,000.00	\$2,900.00	\$34,800.00	\$2,782.50	\$33,390.00
B-17	Fire Hydrant Barrel and Stem Extension	10	VF	\$100.00	\$1,000.00	\$361.00	\$3,610.00	\$160.00	\$1,600.00	\$165.00	\$1,650.00	\$435.00	\$4,350.00	\$472.50	\$4,725.00
B-18	1-inch Water Service	39	EA	\$75.00	\$2,925.00	\$65.00	\$2,535.00	\$1,180.00	\$46,020.00	\$1,210.00	\$47,190.00	\$1,000.00	\$39,000.00	\$735.00	\$28,665.00
B-19	Trench Safety System for Water Main	7,128	LF	\$0.50	\$3,564.00	\$0.52	\$3,706.56	\$0.05	\$356.40	\$0.06	\$427.68	\$1.00	\$7,128.00	\$1.05	\$7,484.40
B-20	Temporary Pavement: 2-inch HMA on 6-inch Flex Base	980	LF	\$8.00	\$7,840.00	\$10.82	\$10,603.60	\$10.20	\$9,996.00	\$10.45	\$10,241.00	\$11.00	\$10,780.00	\$10.50	\$10,390.00
B-21	Temporary Pavement: D-Hole	61	EA	\$427.00	\$25,847.00	\$314.15	\$19,159.15	\$6.50	\$399.15	\$6.60	\$402.60	\$6.00	\$366.00	\$10.50	\$640.50
B-22	Exploratory Excavation D-Hole	1	EA	\$500.00	\$500.00	\$310.00	\$310.00	\$590.00	\$590.00	\$605.00	\$605.00	\$750.00	\$750.00	\$1,260.00	\$1,260.00
WATER IMPROVEMENTS TOTAL					\$458,149.00		\$457,510.46		\$491,380.80		\$487,425.48		\$572,116.00		\$514,048.70

BID TABULATION REPORT

CLIENT: CITY OF KENNEDALE
DESCRIPTION: TARRANT COUNTY BOND STREET RECONSTRUCTION
FOR LITTLE SCHOOL ROAD

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

TNP JOB NO: KEN08305-01
ENGINEER'S ESTIMATE: \$ 4,750,000
BID DATE: MAY 31, 2011
BID TIME: 2 PM

BIDDERS

ENGINEER'S ESTIMATE: \$ 4,750,000 BID DATE: MAY 31, 2011 BID TIME: 2 PM															
ITE M NO.	DESCRIPTION OF ITEMS	QTY	UNIT	Conatser Construction		Tiseo Paving Company		JLB Contracting		McMahon Contracting		Jackson Construction		Ed Bell Construction	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
SANITARY SEWER IMPROVEMENTS															
C-1	12" SDR-35 PVC Sanitary Sewer	1,571	LF	\$42.00	\$65,982.00	\$34.51	\$54,215.21	\$45.15	\$70,930.65	\$44.00	\$69,124.00	\$41.00	\$64,411.00	\$37.28	\$58,566.88
C-2	8" SDR-35 PVC Sanitary Sewer	2,643	LF	\$40.00	\$105,720.00	\$25.75	\$68,057.25	\$39.80	\$105,191.40	\$38.50	\$101,755.50	\$33.00	\$87,219.00	\$30.45	\$80,479.35
C-3	8" SDR-26 D2241 PVC Sanitary Sewer	60	LF	\$50.00	\$3,000.00	\$31.00	\$1,860.00	\$40.80	\$2,448.00	\$41.80	\$2,508.00	\$47.00	\$2,820.00	\$31.50	\$1,890.00
C-4	24" Steel Casing Pipe	50	LF	\$85.00	\$4,250.00	\$72.10	\$3,605.00	\$118.00	\$5,900.00	\$121.00	\$6,050.00	\$150.00	\$7,500.00	\$94.50	\$4,725.00
C-5	20" Steel Casing Pipe	20	LF	\$80.00	\$1,600.00	\$68.00	\$1,360.00	\$108.00	\$2,160.00	\$110.00	\$2,200.00	\$90.00	\$1,800.00	\$89.25	\$1,785.00
C-6	Concrete Encasement	141	LF	\$20.00	\$2,820.00	\$10.30	\$1,452.30	\$43.00	\$6,063.00	\$44.00	\$6,204.00	\$33.00	\$4,653.00	\$31.50	\$4,441.50
C-7	Cement Stabilized Backfill	40	LF	\$30.00	\$1,200.00	\$15.50	\$620.00	\$21.50	\$860.00	\$22.00	\$880.00	\$41.00	\$1,640.00	\$21.53	\$861.20
C-8	4" Sanitary Sewer Service	31	EA	\$500.00	\$15,500.00	\$600.00	\$18,600.00	\$1,075.00	\$33,325.00	\$1,100.00	\$34,100.00	\$1,200.00	\$37,200.00	\$383.25	\$11,880.75
C-9	4" Sanitary Sewer Manhole	16	EA	\$2,500.00	\$40,000.00	\$2,500.00	\$40,000.00	\$2,575.00	\$41,200.00	\$2,640.00	\$42,240.00	\$3,000.00	\$48,000.00	\$2,362.50	\$7,800.00
C-10	Remove SSMH	4	EA	\$500.00	\$2,000.00	\$361.00	\$1,444.00	\$295.00	\$1,180.00	\$302.50	\$1,210.00	\$650.00	\$2,600.00	\$525.00	\$2,100.00
C-11	Remove SSMH Cone and Abandon	9	EA	\$600.00	\$5,400.00	\$260.00	\$2,340.00	\$483.00	\$4,347.00	\$495.00	\$4,455.00	\$500.00	\$4,500.00	\$551.25	\$4,961.25
C-12	Temporary Pavement: 2-inch HMAc on 6-inch Flex Base	1,162	LF	\$8.00	\$9,296.00	\$10.82	\$12,572.84	\$10.20	\$11,852.40	\$10.45	\$12,142.90	\$12.00	\$13,944.00	\$19.43	\$22,577.66
C-13	Temporary Pavement: 6-inch Flex Base	25	LF	\$7.00	\$175.00	\$5.15	\$128.75	\$6.45	\$161.25	\$6.60	\$165.00	\$6.00	\$150.00	\$10.50	\$262.50
C-14	Permanent Concrete Pavement Repair	11	LF	\$75.00	\$825.00	\$51.50	\$566.50	\$64.50	\$709.50	\$66.00	\$726.00	\$64.00	\$704.00	\$131.25	\$1,443.75
C-15	Water Line Lowering (Incl. Pipe, Fittings, and Blocking)	1	EA	\$6,000.00	\$6,000.00	\$4,400.00	\$4,400.00	\$5,365.00	\$5,365.00	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00	\$5,722.50	\$5,722.50
C-16	Inspection - Preconstruction Cleaning & TV	4,244	LF	\$2.00	\$8,488.00	\$1.03	\$4,371.32	\$2.41	\$10,228.04	\$2.48	\$10,525.12	\$3.00	\$12,732.00	\$1.31	\$5,559.64
C-17	Inspection - Postconstruction Cleaning & TV	4,244	LF	\$1.50	\$6,366.00	\$1.03	\$4,371.32	\$1.88	\$7,978.72	\$1.93	\$8,190.92	\$2.00	\$8,488.00	\$1.31	\$5,559.64
C-18	Trench Safety for Sanitary Sewer	4,244	LF	\$1.00	\$4,244.00	\$1.03	\$4,371.32	\$0.05	\$212.20	\$0.06	\$254.64	\$1.00	\$4,244.00	\$1.05	\$4,456.20
SANITARY SEWER IMPROVEMENTS TOTAL					\$282,866.00		\$224,335.81		\$310,112.16		\$308,231.08		\$311,605.00		\$255,072.82
ADDITIONAL SIDEWALK - SUBLETT WEST															
D-1	General Site/ROW Preparation	1	LS	\$3,000.00	\$3,000.00	\$2,260.00	\$2,260.00	\$8,155.00	\$8,155.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$10,500.00	\$10,500.00
D-2	Concrete Sidewalk	5,030	SF	\$3.25	\$16,347.50	\$3.75	\$18,862.50	\$7.40	\$37,222.00	\$4.95	\$24,898.50	\$4.00	\$20,120.00	\$4.06	\$20,421.80
D-3	6-Inch Concrete Curb and Gutter	75	LF	\$20.00	\$1,500.00	\$20.00	\$1,500.00	\$16.40	\$1,230.00	\$15.50	\$1,162.50	\$28.00	\$2,100.00	\$39.57	\$2,967.75
D-4	Pedestrian Rail (PR-1)	19	LF	\$100.00	\$1,900.00	\$155.00	\$2,945.00	\$131.00	\$2,489.00	\$132.00	\$2,508.00	\$120.00	\$2,280.00	\$156.45	\$2,972.55
D-5	Pedestrian Rail (PR-2)	45	LF	\$85.00	\$3,825.00	\$88.00	\$3,960.00	\$53.00	\$2,385.00	\$57.44	\$2,584.80	\$115.00	\$5,175.00	\$88.20	\$3,969.00
D-6	Extension of Existing Box Culvert & Headwall	1	LS	\$12,000.00	\$12,000.00	\$13,700.00	\$13,700.00	\$11,225.00	\$11,225.00	\$6,000.00	\$6,000.00	\$16,000.00	\$16,000.00	\$5,565.00	\$5,565.00
D-7	Remove Existing Concrete Flume at 801 Kennedale Sublett Road	1	EA	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$2,150.00	\$2,150.00	\$500.00	\$500.00	\$600.00	\$600.00	\$1,417.50	\$1,417.50
D-8	Grate Inlet and Connection to Existing CMP Pipe at 801 Kennedale Sublett Rd.	1	EA	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00	\$5,795.00	\$5,795.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$1,732.50	\$1,732.50
D-9	Remove Concrete Curb	8	LF	\$6.00	\$48.00	\$100.00	\$800.00	\$4.30	\$34.40	\$10.00	\$80.00	\$15.00	\$120.00	\$34.89	\$279.12
ADDITIONAL SIDEWALK - SUBLETT WEST TOTAL					\$42,120.50		\$48,827.50		\$70,685.40		\$42,233.80		\$52,895.00		\$49,825.22
PARKING LOT PAVING AND DRAINAGE IMPROVEMENTS															
E-1	General Site/ROW Preparation	1	LS	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$7,080.00	\$7,080.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,625.00	\$2,625.00
E-2	Remove Existing Concrete Curb and Gutter	1,022	LF	\$10.00	\$10,220.00	\$1.70	\$1,737.40	\$4.30	\$4,394.60	\$2.77	\$2,830.94	\$4.00	\$4,088.00	\$5.86	\$5,988.92
E-3	Remove Existing Concrete Pavement	1,291	SY	\$4.00	\$5,164.00	\$3.15	\$4,066.65	\$8.58	\$11,076.78	\$4.29	\$5,538.39	\$7.00	\$9,037.00	\$5.65	\$7,294.15
E-4	6" Cement Stabilized Subgrade	1,434	SY	\$3.00	\$4,302.00	\$2.55	\$3,656.70	\$2.11	\$3,025.74	\$1.85	\$2,652.90	\$7.50	\$10,755.00	\$4.06	\$5,822.04
E-5	Cement for Stabilized Subgrade (20LB/SY)	14.3	Ton	\$160.00	\$2,288.00	\$96.00	\$1,372.80	\$101.00	\$1,444.30	\$100.00	\$1,430.00	\$114.00	\$1,630.20	\$119.21	\$1,704.70
E-6	6" Concrete Pavement	1,400	SY	\$30.00	\$42,000.00	\$33.00	\$46,200.00	\$34.82	\$48,468.00	\$35.83	\$50,162.00	\$39.00	\$54,600.00	\$44.97	\$62,958.00
E-7	6" Monolithic Curb	939	LF	\$1.00	\$939.00	\$1.00	\$939.00	\$1.73	\$1,624.47	\$1.20	\$1,126.80	\$1.00	\$939.00	\$0.28	\$262.92
E-8	Concrete Sidewalk	468	SF	\$3.25	\$1,521.00	\$3.75	\$1,755.00	\$5.00	\$2,340.00	\$3.00	\$1,404.00	\$4.00	\$1,632.00	\$5.11	\$2,391.48
E-9	Concrete Sidewalk Ramp (All Types)	2	EA	\$800.00	\$1,600.00	\$650.00	\$1,300.00	\$625.00	\$1,250.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$1,534.40	\$3,068.80
E-10	Pavement Markings	1	LS	\$1,500.00	\$1,500.00	\$775.00	\$775.00	\$1,940.00	\$1,940.00	\$825.00	\$825.00	\$900.00	\$900.00	\$787.50	\$787.50
E-11	Street Sign Post	2	EA	\$375.00	\$750.00	\$300.00	\$600.00	\$375.00	\$750.00	\$300.00	\$600.00	\$350.00	\$700.00	\$288.75	\$577.50
E-12	Remove and Relocate Existing Grate Inlets & Connect to Existing Drainage System	4	EA	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00	\$2,680.00	\$10,720.00	\$5,000.00	\$20,000.00	\$1,800.00	\$7,200.00	\$2,483.25	\$9,933.00
E-13	Relocate Sign (Vet Clinic & All-State)	2	EA	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00	\$1,530.00	\$3,060.00	\$2,500.00	\$5,000.00	\$1,600.00	\$3,200.00	\$1,497.73	\$2,995.46
E-14	Relocate Statue and Lighting	1	LS	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$1,320.00	\$1,320.00	\$1,570.00	\$1,570.00	\$1,400.00	\$1,400.00	\$4,424.92	\$4,424.92
E-15	Extend Private Water & Sewer Service from Meter/Cleanout	1	LS	\$4,000.00	\$4,000.00	\$4,700.00	\$4,700.00	\$1,610.00	\$1,610.00	\$1,350.00	\$1,350.00	\$4,000.00	\$4,000.00	\$7,875.00	\$7,875.00

BID TABULATION REPORT															
TEAGUE NALL AND PERKINS, INC.			CLIENT: CITY OF KENNEDALE			DESCRIPTION: TARRANT COUNTY BOND STREET RECONSTRUCTION FOR LITTLE SCHOOL ROAD									
TNP JOB NO: KEN08305-01															
ENGINEER'S ESTIMATE: \$ 4,750,000															
BID DATE: MAY 31, 2011															
BID TIME: 2 PM															
			BIDDERS												
ITE M NO.	DESCRIPTION OF ITEMS IMPROVEMENTS TOTAL	QTY	UNIT	Conatser Construction		Tiseo Paving Company		JLB Contracting		McMahon Contracting		Jackson Construction		Ed Bell Construction	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
					\$92,784.00		\$75,102.55		\$100,103.89		\$98,490.03		\$102,821.20		\$118,709.39
	LANDSCAPE & IRRIGATION IMPROVEMENTS														
F-1	3" Cal. Cedar Elm	23	EA	\$300.00	\$6,900.00	\$235.00	\$5,405.00	\$255.00	\$5,865.00	\$260.00	\$5,980.00	\$300.00	\$6,900.00	\$236.25	\$5,433.75
F-2	3" Cal. Live Oak	29	EA	\$300.00	\$8,700.00	\$235.00	\$6,815.00	\$255.00	\$7,395.00	\$260.00	\$7,540.00	\$300.00	\$8,700.00	\$236.25	\$6,851.25
F-3	4" Cal. Live Oak	3	EA	\$500.00	\$1,500.00	\$285.00	\$855.00	\$350.00	\$1,050.00	\$260.00	\$780.00	\$300.00	\$900.00	\$288.75	\$866.25
F-4	3" Cal. Shumard Red Oak	27	EA	\$300.00	\$8,100.00	\$235.00	\$6,345.00	\$230.00	\$6,210.00	\$240.00	\$6,480.00	\$300.00	\$8,100.00	\$236.25	\$6,378.75
F-5	30 Gal. Grape Myrtle	68	EA	\$250.00	\$17,000.00	\$130.00	\$8,840.00	\$155.00	\$10,540.00	\$160.00	\$10,880.00	\$300.00	\$20,400.00	\$131.25	\$8,925.00
F-6	30 Gal. Desert Willow	38	EA	\$250.00	\$9,500.00	\$130.00	\$4,940.00	\$255.00	\$9,690.00	\$260.00	\$9,880.00	\$300.00	\$11,400.00	\$131.25	\$4,987.50
F-7	Common Bermuda Seed	89,721	SF	\$0.05	\$4,486.05	\$1.38	\$123,814.98	\$0.06	\$5,383.26	\$0.06	\$5,383.26	\$0.05	\$4,486.05	\$0.05	\$4,486.05
F-8	Permanent Irrigation (188 Trees)	1	LS	\$40,500.00	\$40,500.00	\$30,400.00	\$30,400.00	\$21,475.00	\$21,475.00	\$22,000.00	\$22,000.00	\$27,000.00	\$27,000.00	\$40,425.00	\$40,425.00
F-9	Temporary Irrigation (89,721 SF)	1	LS	\$9,500.00	\$9,500.00	\$6,200.00	\$6,200.00	\$23,000.00	\$23,000.00	\$24,000.00	\$24,000.00	\$27,000.00	\$27,000.00	\$6,300.00	\$6,300.00
	LANDSCAPE & IRRIGATION IMPROVEMENTS TOTAL				\$106,186.05		\$193,614.98		\$90,608.26		\$92,923.26		\$114,886.05		\$84,653.55
	TOTAL OF ALL SECTIONS				\$4,113,863.30		\$4,284,550.04		\$4,329,581.74		\$4,604,363.36		\$5,180,277.25		\$5,383,662.29
	CALENDAR DAYS						365		360		420		540		360
															Jan 2025
															Approved by:

Date: June 9, 2011

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider approval of regular meeting minutes dated May 12, 2011.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see attached minutes from last month's meeting.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1. May Meeting Minutes	5.12.2011_MINUTES_Regular City Council.doc
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KENNEDALE
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405 Municipal Drive, Kennedale, Texas 76060
www.cityofkennedale.com

AGENDA
KENNEDALE CITY COUNCIL
REGULAR MEETING - May 12, 2011
CITY CHAMBERS
WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM

I. WORK SESSION - 5:30 PM

Mayor Bryan Lankhorst called the meeting to order at 5:37 pm.

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

A. Youth Advisory Council report.

David Green, liaison for the Youth Advisory Council presented the YAC to the council. Fahaad Ali, Chair of the YAC gave a presentation describing the many events held by the YAC throughout the last year. The YAC historian presented a slideshow and next year's members were introduced.

B. Presentation of 2011 Citizen Survey results by UTA class.

Kelly Cooper introduced John Blackman, Mark Glanz, Sheryl Magid, and Sue Robertson. John Blackman presented the results of the 2011 citizen survey, calculated from 210 responses.

C. UTA studies

Bob Hart gave a recap of several recent UTA studies. Projects mentioned included ethics classes, ethics survey, the citizen survey, civic engagement, historic district, police staffing, fire department leadership development, and park development.

D. General discussion of Economic Development initiatives.

Bob Hart presented general information on incentives, and will have more information at the next meeting. Several industrial parcels are being examined and the Economic Development Corporation will be discussing incentive options in the near future.

E. Discuss other agenda items as needed.

John Clark requested to address Regular item A, questioning if the Youth Advisory Council would

fall under the guise of the proposed Board and Commission member payment Ordinance. Jerry Miller mentioned that he would like the council to consider donating their paychecks to help fund the YAC.

Mayor Lankhost thanked Jerry Miller for his years of service.

II. CALL TO ORDER

Mayor Lankhorst called the meeting to order at 7:06pm

III. ROLL CALL

	PRESENT	ABSENT
MAYOR, BRYAN LANKHORST	x	
MAYOR PRO TEM JOHN CLARK	x	
COUNCILMEMBER BRIAN JOHNSON	x	
COUNCILMEMBER JERRY MILLER	x	
COUNCILMEMBER KELLY TURNER	x	
COUNCILMEMBER LIZ CARRINGTON	x	

	PRESENT	ABSENT
CITY STAFF		
CITY MANAGER BOB HART	x	
CITY SECRETARY AMETHYST CIRMO	x	
CITY ATTORNEY WAYNE K. OLSON	x	
JAMES COWEY BUILDING OFFICIAL		x
POLICE CHIEF TOMMY WILLIAMS	x	
FIRE CHIEF MIKE MCMURRAY	x	
DIR. OF FINANCE SAKURA MOTEN-DEDRICK		
DIR. PUBLIC WORKS LARRY LEDBETTER	x	
PLANNER RACHEL ROBERTS	x	
HUMAN RESOURCE DIR KELLY COOPER	x	

IV. INVOCATION

V. UNITED STATE PLEDGE

IV. TEXAS PLEDGE

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

V. VISITOR/CITIZENS FORUM

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

Two citizens signed up to speak in front of the council.

1. Greg Hudson, Executive Director of the Chamber of Commerce announcing that next Wednesday the Chamber's annual luncheon will be held.
2. Kristin Sanders approached the council asking if any progress had been made regarding recycling in the city.

VI. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

- A. Mayor - Presentation of Citizen Recognition award to Carl Richardson.

The Mayor read a narrative from a city police sergeant describing the positive activities of Carl Richardson that lead to the presentation of the award. Carl Richardson was present at the meeting and personally accepted the award.

B. Mayor - Presentation of the Kathy Turner Memorial Scholarship

C. The Mayor described Kathy Turner's impact on the city and community, and described the scholarship, which was presented to Madison Sikes. Madison was present and accepted the award personally.

D. Councilmembers - Updates and information, if any.

- Liz Carrington spoke about the Sonora Park events, thanking the city for a great event.
- Brian Johnson mentioned updates on the TRTC meetings regarding high speed rail and other mass transit.
- Jerry Miller stated that his time on council has been highly enjoyable, and he thanked all councilmembers for great years of service.

VII. CONSENT ITEMS

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

A. Consider approval of meeting minutes: Regular meeting dated April 14th, 2011

B. Consider approval of meeting minutes: Special meeting dated April 28th, 2011.

C. Discuss approval to ratify contract with Tarrant County Tax Office for the assessment and collection of ad valorem taxes levied by the city of Kennedale for the 2011 tax year.

A motion to approve the consent agenda as presented was made by Kelly Turner, second by Jerry Miller. The motion passed 5-0.

VIII. REGULAR ITEMS

A. AN ORDINANCE ADDING SECTION 2-21 TO ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINISTRATION), AMENDING SECTIONS 4-248 AND 4-251 OF ARTICLE IX (BUILDING BOARD OF APPEALS) OF CHAPTER 4 (BUILDINGS AND BUILDING REGULATIONS), AMENDING SECTION 16-12 OF ARTICLE II (PARKS AND RECREATION BOARD) OF CHAPTER 16 (PARKS, RECREATION AND CULTURAL ACTIVITIES), AMENDING SECTION 16-99 OF ARTICLE VII (KEEP KENNEDALE BEAUTIFUL COMMISSION) OF CHAPTER 16 (PARKS, RECREATION AND CULTURAL ACTIVITIES), AMENDING SECTION 16-102 OF ARTICLE VIII (ARTS AND CULTURE ADVISORY BOARD) OF CHAPTER 16 (PARKS, RECREATION AND CULTURAL ACTIVITIES), AND AMENDING SECTION 17-430 OF ARTICLE VI (ZONING) OF CHAPTER 17 (PLANNING AND LAND DEVELOPMENT), ALL OF THE KENNEDALE CITY CODE (1991), AS AMENDED; PROVIDING FOR COMPENSATION TO BE PAID TO THE MEMBERS OF THE CITY COUNCIL, THE BUILDING BOARD OF APPEALS, THE PARKS AND RECREATION BOARD, THE KEEP KENNEDALE BEAUTIFUL COMMISSION, THE ARTS AND CULTURE ADVISORY BOARD AND THE ZONING BOARD OF ADJUSTMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Wayne Olson, City attorney, described the background behind the proposed change in payment to boards and commissions.

A motion to approve the ordinance as presented was made by Mayor Bryan Lankhorst, second by Kelly Turner. The motion passed 5-0.

- B. Consider a Resolution regarding City of Kennedale participation in Tarrant County's Community Development Block Grant Program for the three program year period, fiscal year 2012 through fiscal year 2014.
- ATTEST:

Bob Hart described the background of the Tarrant County CDBG funding process, and noted that the city has to reapply every three years to be a part of this funding process.

Amethyst G. Cirino, City Secretary

A motion to approve the resolution as presented was made by Jerry Miller, second by Kelly Turned. The motion passed 5-0.

- C. Discuss and consider approval of special council meeting dates for FY 2011/2012 Budget meetings.

Sakura Moten-Dedrick presented the council with a detailed budget calendar, providing key meeting dates and budgetary due dates.

A motion to approve the council meetings dates for Fiscal Year 2011/2012 was made by Brian Johnson, second by Liz Carrington. The motion passed 5-0.

- D. Recognize councilmember Jerry Miller for his years of service on the Kennedale City Council.

Mayor Bryan Lankhorst thanked Councilmember Jerry Miller for his years of service to the city as a planning and zoning board member and a councilmember. Mayor Lankhorst presented a plaque to Mr. Miller in commemoration of his service.

IX. EXECUTIVE SESSION

- A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda.

The council did not hold executive session.

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

XI. ADJOURNMENT

A motion to adjourn was made by Brian Johnson, second by Liz Carrington. The motion passed 5-0.

Meeting was adjourned at 8:36pm.

APPROVED:

Date: June 9, 2011

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Discuss and consider approval of the Quarterly Investment Report.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

Per the Public Funds Investment Act (PFIA), a municipality must report to the governing body the status of funds invested by the City of Kennedale at least quarterly, in accordance with the City's Investment Policy originally adopted on September 13, 2001. Attached is the report that outlines the percentage of the City funds invested in certain accounts, along with the market value of all invested funds. Also reported is a comparison of interest rates among the City's participating investment pools to the Treasury-bills that matured during the same quarter. This report covers the following period(s): October 2010 – December 2010 January 2011 – March 2011.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1. Oct 2010 - Dec 2010 Quarterly Investment Report	04 QTR Oct-Dec 2010 Report.pdf
2. Jan 2011 - Mar 2011 Quarterly Investment Report	1QTR Jan-Mar 2011 Report.pdf

CITY OF KENNEDALE
QUARTERLY INVESTMENT REPORT
(4TH QUARTER AS OF DECEMBER 31, 2010 – PRESENTED JUNE 9, 2011)

The Quarterly Investment Report provides the City's investment portfolio position as of the report period indicated above. Funds of the City are invested in accordance with the City of Kennedale Investment Policy as originally adopted on **September 13, 2001** and subsequently reviewed on **November 5, 2009**.

SUMMARY OF INVESTMENTS FOR THE QUARTER

54.80% of the City of Kennedale's Investments are owned by the Pooled Cash Fund. The following funds own percentages of the remaining **45.20%** investments: \$5.15M 1998 CO Bond Fund/2007 Refunding (**0.00%**), \$2.735M 2007A CO Bond Fund (**0.00%**), \$2.9M 2007 CO Bond (**0.00%**), 2008 CO Bond Fund (**26.30%**), \$2.0M 2010 CO Bond Fund (**18.80%**) and Clearing Funds (**0.00%**). As of the report period indicated above, **69.40%** of the City's investments are in investment pools, while **4.30%** are in reverse repurchase agreements in the form of a sweep account. The remaining **26.30%** are invested in money market savings accounts. Both the sweep and money market savings accounts are collateralized by AAA rated securities.

TexPool, TexasTerm, and TexStar have all declared the following: 1) Their investment portfolios meet the Public Funds Investment Act (PFIA), 2) they are rated as AAA money market funds by a nationally recognized rating service, and 3) the Net Asset Value of the pools are maintained within the required range at all times.

2010	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Beg Book Value (All)	12,336,384.80	12,991,420.83	10,912,705.32	8,283,462.09
Qtr Deposits	12,300,220.14	14,978,092.19	11,910,486.50	11,549,610.23
Qtr Withdrawals	(11,650,457.28)	(17,062,427.87)	(14,545,644.74)	(13,928,834.58)
Interest Earned	5,273.17	5,920.17	5,915.01	3,986.55
End Book Value (All)	12,991,420.83	10,912,705.32	8,283,462.09	5,854,224.29
Market Value Of Investments	12,991,420.83	10,912,705.32	8,283,462.09	5,854,224.29

2009	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Beg Book Value (All)	15,553,040.05	15,878,196.11	15,266,442.89	13,224,927.38
Qtr Deposits	8,306,285.61	6,253,126.76	6,909,109.76	9,829,488.45
Qtr Withdrawals	(8,010,817.65)	(6,882,286.14)	(5,628,252.76)	(10,725,162.29)
Interest Earned	29,688.10	17,406.16	11,671.59	7131.26
End Book Value (All)	15,878,196.11	16,266,442.89	13,224,827.38	12,336,384.80
Market Value Of Investments	15,878,196.11	16,266,442.89	13,224,827.38	12,336,384.80

PORTFOLIO OF TERM INVESTMENTS

The City does not currently own any fixed term maturities.

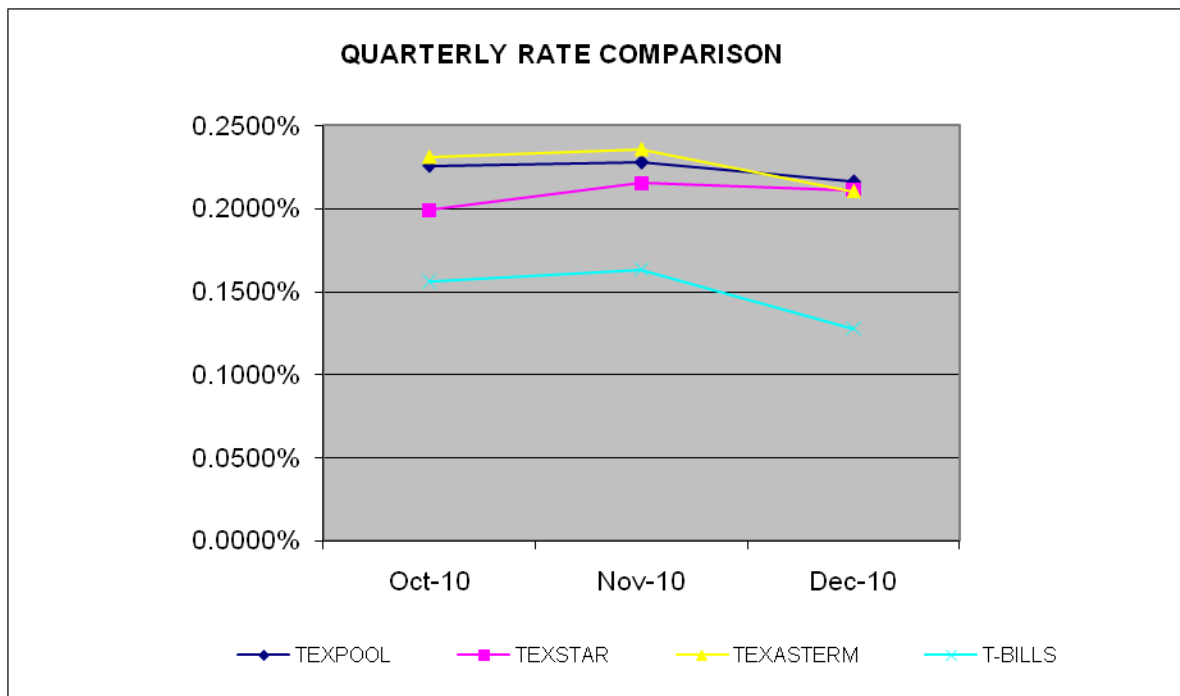
PORTFOLIO OF AGENCY INVESTMENTS

The City does not currently own any agency securities.

INVESTMENT STRATEGIES

The City's main objectives in managing the portfolio are as follows: (1) to diversify and to ensure safety of the principal, (2) to maintain sufficient liquidity to meet all operating requirements, (3) to make all investments with prudent judgment and care, and (4) to attain a rate of return commensurate with the City's investment risk constraints. The City does not purchase high-risk investments such as derivatives. The following table indicates investment rates for the three-month period ending as of the report period indicated above.

MONTH	TEXPOOL	TEXSTAR	TEXASTERM	T-BILLS
October-10	0.2259%	0.1992%	0.2312%	0.1562%
November-10	0.2279%	0.2153%	0.2358%	0.1633%
December-10	0.2165%	0.2113%	0.2104%	0.1278%
Average Rates	0.2234%	0.2086%	0.2258%	0.1491%
<i>This Time Last Year</i>	<i>0.3487%</i>	<i>0.2983%</i>	<i>0.4012%</i>	<i>0.1791%</i>



The average 13 week T-Bill Rate that matures during this quarter was **less** than the rates currently being offered by the investment pools. Most funds were invested in the investment pool in order to achieve the greatest liquidity while earning a competitive yield.

NEW REPORTING REQUIREMENTS

This report is in compliance with the investment strategies as approved and the Public Fund Investment Act.

Sakura Moten-Dedrick, Director of Finance

Bob Hart, City Manager

**DETAIL OF INVESTMENT POOLS
QUARTERLY REPORT
Period Ending December 31, 2010**

SECURITY DESCRIPTION	ACCOUNT INFO	BEGINNING BALANCE	DEPOSITS			WITHDRAWALS			INTERESTS EARNINGS			ENDING BALANCE
			Oct-10	Nov-10	Dec-10	Oct-10	Nov-10	Dec-10	Oct-10	Nov-10	Dec-10	
WELLS FARGO SAVINGS 1	6732114472	\$ -										\$ -
WELLS FARGO SAVINGS 1 (DICK PRICE ROAD)	3164097507	\$ -										\$ -
WELLS FARGO SAVINGS 1 (3 COUNTY ROAD)	3164097499	\$ -										\$ -
TEXPOOL (CENTRAL DEPOSIT)	449/2208000001	\$ 19,750.87	218,279.78	442,357.64	908,250.21	192,162.76	285,803.80	576,905.29	17.75	26.72	33.62	\$ 533,844.74
TEXPOOL (\$2.0M 2010 CO BOND)	449/2208000002	\$ 1,490,319.55				39,978.08	199,869.21	148,267.44	255.61	217.85	166.90	\$ 1,102,845.18
TEXPOOL (\$5.15M 1998 CO BOND)	449/2208000003	\$ -										\$ -
WELLS FARGO CHECKING (PAYROLL)	3242113805	\$ 1,963.83	272,872.73	444,221.34	266,430.65	273,927.43	295,464.23	410,984.66				\$ 5,112.23
TEXPOOL (\$2.735M 2007A CO BOND)	449/2208000005	\$ 628,651.38				188,139.71	440,602.59		90.92			\$ (0.00)
TEXPOOL (\$2.9M 2007 CO BOND)	449/2208000006	\$ 61,490.61				51,285.26		10,208.68	1.73	1.60		\$ (0.00)
TEXTERM DAILY	1079-00	\$ 1,650,296.57				661,195.68	139,790.23	408,767.46	194.52	123.50	96.10	\$ 440,957.32
TEXSTAR	22005-1330-000	\$ 1,982,835.58							337.15	306.97	288.54	\$ 1,983,768.24
WELLS FARGO SAVINGS 2	6123181973	\$ 16,438.65				16,438.65			0.96			\$ 0.96
WELLS FARGO SAVINGS 2 (DICK PRICE ROAD)	5712558070	\$ 753,215.91				49,872.81	1,092.96		229.71	193.44	209.08	\$ 702,882.37
WELLS FARGO SAVINGS 2 (3 COUNTY ROAD)	5712558088	\$ 1,415,435.14			410,462.58	51,191.36	481,630.22	459,266.23	424.60	339.45	238.73	\$ 834,812.69
FLEX 125		\$ 6,500.00	5,472.20	900.00	6,678.00	11,972.20	900.00	6,678.00				\$ -
EMPLOYEE HEALTH BENEFIT TRUST		\$ -	87,919.26	3,204.76	5,256.36	85,778.94	5,345.08	5,256.36	0.53	0.02	0.01	\$ 0.56
TOTALS		\$ 8,026,898.09	\$ 584,543.97	\$ 890,683.74	\$ 1,597,077.80	\$ 1,572,070.07	\$ 1,899,278.17	\$ 2,027,427.08	\$ 1,553.48	\$ 1,209.55	\$ 1,032.98	\$ 5,604,224.29

FOR QUARTERLY PERIOD ENDING:	December-10	DEPOSITS	WITHDRAWALS	INTERESTS
		\$ 3,072,305.51	\$ 5,498,775.32	\$ 3,796.01

DETAIL OF BANK INVESTMENTS

QUARTERLY REPORT

Period Ending December 31, 2010

DETAIL OF BANK INVESTMENTS

QUARTERLY REPORT

Period Ending December 31, 2010

INVESTMENT SUMMARY

October-10

through

December-10

Security Description	Security CUSIP	Coupon/Yield	Settlement Date	Maturity Date	Beginning Book Value	Deposits/Purchases	Withdrawals	Interests	Ending Book Value	Market Value	Unrealized Gain/(Loss)	% Share
<u>BANK INVESTMENTS</u>												
WELLS FARGO CHECKING (SWEEP/CONSOL)					256,564.00	8,477,304.72	(8,484,059.26)	190.54	250,000.00	250,000.00	-	4.3%
WELLS FARGO SAVINGS 1					-	-	-	-	-	-	-	0.0%
WELLS FARGO SAVINGS 1 (3 COUNTY ROAD)					-	-	-	-	-	-	-	0.0%
WELLS FARGO SAVINGS 1 (DICK PRICE ROAD)					-	-	-	-	-	-	-	0.0%
WELLS FARGO CHECKING (PAYROLL)					1,963.83	983,524.72	(980,376.32)	-	5,112.23	5,112.23	-	0.1%
WELLS FARGO SAVINGS 2					16,438.65	-	(16,438.65)	0.96	0.96	0.96	-	0.0%
WELLS FARGO SAVINGS 2 (3 COUNTY ROAD)					1,415,435.14	410,462.58	(992,087.81)	1,002.78	834,812.69	834,812.69	-	14.3%
WELLS FARGO SAVINGS 2 (DICK PRICE ROAD)					753,215.91	-	(50,965.77)	632.23	702,882.37	702,882.37	-	12.0%
FLEX 125					6,500.00	13,050.20	(19,550.20)	-	-	-	-	0.0%
EMPLOYEE HEALTH BENEFIT TRUST					-	96,380.38	(96,380.38)	0.56	0.56	0.56	-	0.0%
<u>INVESTMENT POOLS</u>												
TEXPOOL (CENTRAL DEPOSIT)					19,750.87	1,568,887.63	(1,054,871.85)	78.09	533,844.74	533,844.74	-	9.1%
TEXPOOL (\$2.0M 2010 CO BOND)					1,490,319.55	-	(388,114.73)	640.36	1,102,845.18	1,102,845.18	-	18.8%
TEXPOOL (\$5.15M 1998 CO BOND/2007 REFUND)					-	-	-	-	-	-	-	0.0%
TEXPOOL (\$2.735M 2007A CO BOND)					628,651.38	-	(628,742.30)	90.92	(0.00)	(0.00)	-	0.0%
TEXPOOL (\$2.9M 2007 CO BOND)					61,490.61	-	(61,493.94)	3.33	(0.00)	(0.00)	-	0.0%
TEXTERM DAILY					1,650,296.57	-	(1,209,753.37)	414.12	440,957.32	440,957.32	-	7.5%
TEXSTAR					1,982,835.58	-	-	932.66	1,983,768.24	1,983,768.24	-	33.9%
<u>FIXED TERM - MATURITIES</u>												
N/A												0.0%
												0.0%
<u>CERTIFICATES OF DEPOSIT</u>												
N/A												0.0%
												0.0%
<u>AGENCY SECURITIES</u>												
N/A												0.0%
												0.0%
<u>TREASURY SECURITIES</u>												
N/A												0.0%
												0.0%
<u>COMMERCIAL PAPER</u>												
N/A												0.0%
TOTALS					\$ 8,283,462.09	\$ 11,549,610.23	\$ (13,982,834.58)	\$ 3,986.55	\$ 5,854,224.29	\$ 5,854,224.29		

CITY OF KENNEDALE
QUARTERLY INVESTMENT REPORT
(1ST QUARTER AS OF MARCH 31, 2011 – PRESENTED JUNE 9, 2011)

The Quarterly Investment Report provides the City's investment portfolio position as of the report period indicated above. Funds of the City are invested in accordance with the City of Kennedale Investment Policy as originally adopted on **September 13, 2001** and subsequently reviewed on **November 5, 2009**.

SUMMARY OF INVESTMENTS FOR THE QUARTER

74.9% of the City of Kennedale's Investments are owned by the Pooled Cash Fund. The following funds own percentages of the remaining **25.1%** investments: \$5.15M 1998 CO Bond Fund/2007 Refunding (**0.00%**), \$2.735M 2007A CO Bond Fund (**0.00%**), \$2.9M 2007 CO Bond (**0.00%**), 2008 CO Bond Fund (**8.0%**), \$2.0M 2010 CO Bond Fund (**17.00%**) and Clearing Funds (**0.10%**). As of the report period indicated above, **87.50%** of the City's investments are in investment pools, while **4.40%** are in reverse repurchase agreements in the form of a sweep account. The remaining **8.00%** are invested in money market savings accounts. Both the sweep and money market savings accounts are collateralized by AAA rated securities.

TexPool, TexasTerm, and TexStar have all declared the following: 1) Their investment portfolios meet the Public Funds Investment Act (PFIA), 2) they are rated as AAA money market funds by a nationally recognized rating service, and 3) the Net Asset Value of the pools are maintained within the required range at all times.

2011	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Beg Book Value (All)	5,854,224.29			
Qtr Deposits	11,568,787.28			
Qtr Withdrawals	(11,674,105.16)			
Interest Earned	2,784.37			
End Book Value (All)	5,751,690.78			
Market Value Of Investments	5,751,690.78			

2010	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Beg Book Value (All)	12,336,384.80	12,991,420.83	10,912,705.32	8,283,462.09
Qtr Deposits	12,300,220.14	14,978,092.19	11,910,486.50	11,549,610.23
Qtr Withdrawals	(11,650,457.28)	(17,062,427.87)	(14,545,644.74)	(13,928,834.58)
Interest Earned	5,273.17	5,920.17	5,915.01	3,986.55
End Book Value (All)	12,991,420.83	10,912,705.32	8,283,462.09	5,854,224.29
Market Value Of Investments	12,991,420.83	10,912,705.32	8,283,462.09	5,854,224.29

PORTFOLIO OF TERM INVESTMENTS

The City does not currently own any fixed term maturities.

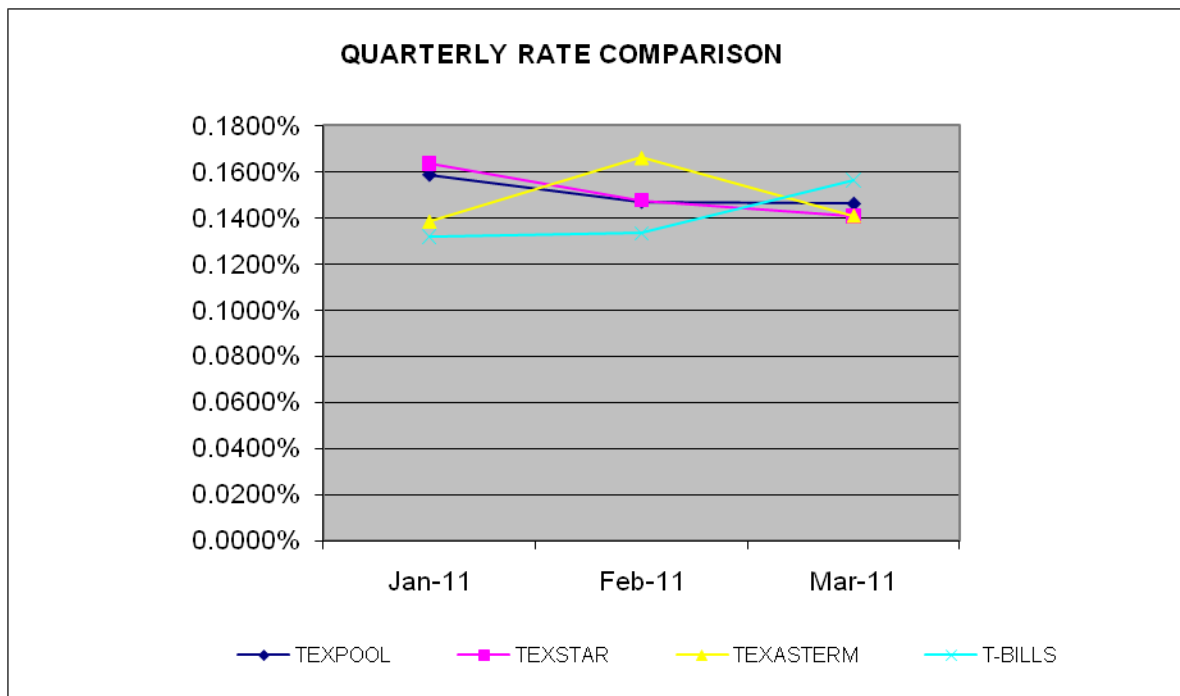
PORTFOLIO OF AGENCY INVESTMENTS

The City does not currently own any agency securities.

INVESTMENT STRATEGIES

The City's main objectives in managing the portfolio are as follows: (1) to diversify and to ensure safety of the principal, (2) to maintain sufficient liquidity to meet all operating requirements, (3) to make all investments with prudent judgment and care, and (4) to attain a rate of return commensurate with the City's investment risk constraints. The City does not purchase high-risk investments such as derivatives. The following table indicates investment rates for the three-month period ending as of the report period indicated above.

MONTH	TEXPOOL	TEXSTAR	TEXASTERM	T-BILLS
January-11	0.1587%	0.1637%	0.1384%	0.1320%
February-11	0.1470%	0.1476%	0.1661%	0.1333%
March-11	0.1461%	0.1408%	0.1410%	0.1564%
Average Rates	0.1506%	0.1507%	0.1485%	0.1406%
<i>This Time Last Year</i>	<i>0.1573%</i>	<i>0.1536%</i>	<i>0.1735%</i>	<i>0.0635%</i>



The average 13 week T-Bill Rate that matures during this quarter was generally **less** than the rates currently being offered by the investment pools. Most funds were invested in the investment pool in order to achieve the greatest liquidity while earning a competitive yield.

NEW REPORTING REQUIREMENTS

This report is in compliance with the investment strategies as approved and the Public Fund Investment Act.

Sakura Moten-Dedrick, Director of Finance

Bob Hart, City Manager

**DETAIL OF INVESTMENT POOLS
QUARTERLY REPORT
Period Ending March 31, 2011**

SECURITY DESCRIPTION	ACCOUNT INFO	BEGINNING BALANCE	DEPOSITS			WITHDRAWALS			INTERESTS EARNINGS			ENDING BALANCE
			Jan-11	Feb-11	Mar-11	Jan-11	Feb-11	Mar-11	Jan-11	Feb-11	Mar-11	
WELLS FARGO SAVINGS 1	6732114472	\$ -										\$ -
WELLS FARGO SAVINGS 1 (DICK PRICE ROAD)	3164097507	\$ -										\$ -
WELLS FARGO SAVINGS 1 (3 COUNTY ROAD)	3164097499	\$ -										\$ -
TEXPOOL (CENTRAL DEPOSIT)	449/2208000001	\$ 533,844.74	1,613,210.55	942,242.21	186,378.99	1,106,894.92	280,548.08	262,572.68	152.40	181.84	205.15	\$ 1,626,200.20
TEXPOOL (\$2.0M 2010 CO BOND)	449/2208000002	\$ 1,102,845.18				49,518.26	9,959.56	64,633.76	145.86	118.48	123.56	\$ 979,121.50
TEXPOOL (\$5.15M 1998 CO BOND)	449/2208000003	\$ -										\$ -
WELLS FARGO CHECKING (PAYROLL)	3242113805	\$ 5,112.23	264,743.78	264,596.78	277,367.95	268,180.96	263,850.63	276,328.14				\$ 3,461.01
TEXPOOL (\$2.735M 2007A CO BOND)	449/2208000005	\$ (0.00)										\$ (0.00)
TEXPOOL (\$2.9M 2007 CO BOND)	449/2208000006	\$ (0.00)										\$ (0.00)
TEXTERM DAILY	1079-00	\$ 440,957.32							51.82	56.20	52.84	\$ 441,118.18
TEXSTAR	22005-1330-000	\$ 1,983,768.24							275.77	224.63	237.29	\$ 1,984,505.93
WELLS FARGO SAVINGS 2	6123181973	\$ 0.96						0.96				\$ -
WELLS FARGO SAVINGS 2 (DICK PRICE ROAD)	5712558070	\$ 702,882.37				144,993.38	247,156.34		197.02	177.82	126.78	\$ 311,234.27
WELLS FARGO SAVINGS 2 (3 COUNTY ROAD)	5712558088	\$ 834,812.69			294,407.10	279,988.38	128,555.02	573,444.15	176.42	122.36	63.98	\$ 147,595.00
WELLS FARGO CHECKING (FLEX 125)	6145553123	\$ -	2,754.55	2,500.00	2,500.00	2,754.55	2,500.00	2,500.00				\$ -
WELLS FARGO CHECKING (HEALTH TRUST)	6145553431	\$ 0.56	40,002.94	45,958.57		40,002.94	42,394.73		0.15	0.14		\$ 3,564.69
TOTALS		\$ 5,604,224.29	\$ 1,920,711.82	\$ 1,255,297.56	\$ 760,654.04	\$ 1,747,340.01	\$ 872,801.40	\$ 1,426,636.03	\$ 999.44	\$ 881.47	\$ 809.60	\$ 5,496,800.78

FOR QUARTERLY PERIOD ENDING:

March-11

DEPOSITS

\$ 3,936,663.42

WITHDRAWALS

\$ 4,046,777.44

INTERESTS

\$ 2,690.51

DETAIL OF BANK INVESTMENTS

QUARTERLY REPORT

Period Ending March 31, 2011

DETAIL OF BANK INVESTMENTS

QUARTERLY REPORT

Period Ending March 31, 2011

INVESTMENT SUMMARY

January-11

through

March-11

Security Description	Security CUSIP	Coupon/Yield	Settlement Date	Maturity Date	Beginning Book Value	Deposits/Purchases	Withdrawals	Interests	Ending Book Value	Market Value	Unrealized Gain/(Loss)	% Share
<u>BANK INVESTMENTS</u>												
WELLS FARGO CHECKING (SWEEP/CONSOL)					250,000.00	7,632,123.86	(7,627,327.72)	93.86	254,890.00	254,890.00	-	4.4%
WELLS FARGO SAVINGS 1					-	-	-	-	-	-	-	0.0%
WELLS FARGO SAVINGS 1 (3 COUNTY ROAD)					-	-	-	-	-	-	-	0.0%
WELLS FARGO SAVINGS 1 (DICK PRICE ROAD)					-	-	-	-	-	-	-	0.0%
WELLS FARGO CHECKING (PAYROLL)					5,112.23	806,708.51	(808,359.73)	-	3,461.01	3,461.01	-	0.1%
WELLS FARGO SAVINGS 2					0.96	-	(0.96)	-	-	-	-	0.0%
WELLS FARGO SAVINGS 2 (3 COUNTY ROAD)					834,812.69	294,407.10	(981,987.55)	362.76	147,595.00	147,595.00	-	2.6%
WELLS FARGO SAVINGS 2 (DICK PRICE ROAD)					702,882.37	-	(392,149.72)	501.62	311,234.27	311,234.27	-	5.4%
FLEX 125					-	7,754.55	(7,754.55)	-	-	-	-	0.0%
EMPLOYEE HEALTH BENEFIT TRUST					0.56	85,961.51	(82,397.67)	0.29	3,564.69	3,564.69	-	0.1%
<u>INVESTMENT POOLS</u>												
TEXPOOL (CENTRAL DEPOSIT)					533,844.74	2,741,831.75	(1,650,015.68)	539.39	1,626,200.20	1,626,200.20	-	28.3%
TEXPOOL (\$2.0M 2010 CO BOND)					1,102,845.18	-	(124,111.58)	387.90	979,121.50	979,121.50	-	17.0%
TEXPOOL (\$5.15M 1998 CO BOND/2007 REFUND)					-	-	-	-	-	-	-	0.0%
TEXPOOL (\$2.735M 2007A CO BOND)					(0.00)	-	-	-	(0.00)	(0.00)	-	0.0%
TEXPOOL (\$2.9M 2007 CO BOND)					(0.00)	-	-	-	(0.00)	(0.00)	-	0.0%
TEXTERM DAILY					440,957.32	-	-	160.86	441,118.18	441,118.18	-	7.7%
TEXSTAR					1,983,768.24	-	-	737.69	1,984,505.93	1,984,505.93	-	34.5%
<u>FIXED TERM - MATURITIES</u>												
N/A												0.0%
												0.0%
<u>CERTIFICATES OF DEPOSIT</u>												
N/A												0.0%
												0.0%
<u>AGENCY SECURITIES</u>												
N/A												0.0%
												0.0%
<u>TREASURY SECURITIES</u>												
N/A												0.0%
												0.0%
<u>COMMERCIAL PAPER</u>												
N/A												0.0%
TOTALS					\$ 5,854,224.29	\$ 11,568,787.28	\$ (11,674,105.16)	\$ 2,784.37	\$ 5,751,690.78	\$ 5,751,690.78		

Date: June 9, 2011

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Discuss and consider approving an Ordinance accepting the 2011 ONCOR rates as collectively determined by the Public Utilities Commission.

II. Originated by:

Bob Hart, City Manager

III. Summary:

The City, along with approximately 160 other cities served by Oncor Electric Delivery Company LLC ("Oncor" or "Company"), is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"). On or about January 7, 2011, Oncor filed with the City an application to increase electric rates.

The Oncor filing sought a \$353 million rate increase. The City worked with the Steering Committee to analyze the schedules and evidence offered by Oncor to support its request to increase rates. The Ordinance and attached rate and tariffs are the result of negotiations between the Steering Committee and the Company to resolve issues raised by the Steering Committee and other intervenors during the review and evaluation of the filing. The Ordinance resolves the Company's filing by authorizing an increase in the Company's base rate of \$136.7 million. The monthly bill impact for the average residential customer will be a \$2.35 increase (as opposed to the \$5.00 per bill increase as proposed in the Company's filing).

The Executive Committee of the Steering Committee and the Steering Committee's legal counsel recommend that all city members of the Steering Committee adopt the Ordinance implementing the rate change.

Background:

The tariff was approved by the Executive Committee of the Steering Committee as part of the settlement agreement to resolve the Oncor rate filing at the Public Utility Commission of Texas. As stated above, the agreement reduces Oncor's request for a \$353 million increase to \$136.7 million. The agreement does not change the current authorized capitalization of 60% debt and 40% equity and return on equity of 10.25% from Oncor's last rate proceeding.

IV. Fiscal Impact Summary:

see above.

V. Legal Impact:

none

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	ONCOR Background Information	ONCOR PUC 38929 -- Final Stipulation -- Clean.DOC
2.	ONCOR - Ordinance 481	ONCOR - Ordinance 481.DOC

PUC DOCKET NO. 38929
SOAH DOCKET NO. 473-11-2330

APPLICATION OF ONCOR ELECTRIC	§	BEFORE THE
DELIVERY COMPANY LLC FOR	§	PUBLIC UTILITY COMMISSION
AUTHORITY TO CHANGE RATES	§	OF TEXAS

STIPULATION

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

As of April 8, 2011, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) and certain parties to this docket have reached a Memorandum of Settlement (“MOS”), attached hereto as Exhibit A, concerning the Application of Oncor Electric Delivery Company LLC for Authority to Change Rates. Based upon the MOS, the following parties have joined in this comprehensive and unopposed Stipulation (“Stipulation”) regarding all issues in this docket: Oncor; the Staff of the Public Utility Commission of Texas (“Staff”); the Office of Public Utility Counsel; State agencies and institutions of higher education (“State Agencies”); Texas Industrial Energy Consumers; the Steering Committee of Cities Served by Oncor (“Cities”); the Alliance of Oncor Cities (“AOC”); Wal-Mart Stores Texas, LLC and Sam’s East, Inc.; and The Kroger Co. (hereinafter collectively referred to as “Signatories”). The Signatories agree that a negotiated resolution of this proceeding on the basis set forth in this Stipulation and related tariffs is in the public interest, provides just and reasonable rates, and will conserve the parties’ and the public’s resources and eliminate controversy. Accordingly, the Signatories request approval of this Stipulation by the Public Utility Commission of Texas (“Commission”) and entry of an Order (including findings of fact and conclusions of law) and approval of tariffs (“Tariffs”) as set out in Exhibit B hereto. All of the other parties to this docket have agreed that they do not oppose the Commission entering a final order consistent with this Stipulation.¹

I.

By this Stipulation, the Signatories resolve all issues among them related to this proceeding and hereby stipulate and agree as follows and request the Commission enter the

¹ The following parties are not Signatories to this Stipulation but have agreed that they do not oppose it and do not oppose the Commission entering a final order consistent with this Stipulation: Reliant Energy Retail Services, LLC; CenterPoint Energy Houston Electric, LLC; Alliance for Retail Markets; Nucor Steel - Texas; TXU Energy Retail Company LLC; Texas Energy Association for Marketers; Environmental Defense Fund; Brazos Electric Power Cooperative, Inc.; Tex-La Electric Cooperative of Texas, Inc.; Rayburn Country Electric Cooperative, Inc.; IBEW Local 69; and Texas Cotton Ginners’ Association & St. Lawrence Cotton Growers’ Association.

proposed final Order attached hereto as Exhibit B (including the proposed Tariffs attached thereto) that reflects the following:

- A. **Base Rate Revenue Increase:** Oncor's total base rate revenue requirement will be increased by \$136,722,048 over current rate revenues [which include post-test year transmission cost of service ("TCOS") and transmission cost recovery factor ("TCRF") adjustments], resulting in a total cost of service of \$2,945,899,486, as reflected in Column (d) (Proposed Rates) of the attached Exhibit A (MOS) at Exhibit A. The Signatories have also agreed to and developed rates based upon the Proposed Rates for each customer class as reflected in Column (d) of the attached Exhibit A (MOS) at Exhibit A, which results in a change in rates for each customer class as reflected in Column (e) and a percentage change for each customer class as reflected in Column (f). The calculated rates have been incorporated in the Tariffs that are attached hereto at Exhibit B (Proposed Order) at Exhibits B1, B2, B3, and B4.
- B. **Financial Matters:** Oncor's Weighted Average Cost of Capital ("WACC") shall be 8.14% based upon a 6.73% Cost of Debt, an authorized Return on Equity ("ROE") of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity. The foregoing WACC, Cost of Debt, ROE, and capital structure will apply, in accordance with PURA² and Commission rules, in all Commission proceedings or Commission filings requiring application of Oncor's Cost of Debt, WACC, ROE, or capital structure to the same extent as if these factors had been determined in a final order in a fully-litigated proceeding.
- C. **Prudence Finding Regarding Investment:** The Signatories agree to a Commission finding that all Oncor investment through the end of the test year (June 30, 2010), as presented in Oncor's rate filing package ("RFP"), is prudent and includable in rate base. A determination of prudence regarding Oncor's investment made after June 30, 2010, (whether now in rates through interim TCOS and TCRF or non-TCOS in nature) will be reserved until Oncor's next general base rate case. This paragraph does not waive the rights of certain parties to continue their appeals of Docket No. 35717³ with respect to the prudence of certain automated meters. This paragraph also does not apply to investment subject to recovery through the Advanced Metering System ("AMS") surcharge approved in Docket No. 35718.⁴ The Signatories stipulate that Oncor's total rate base as of June 30, 2010 is \$8,098,414,835.
- D. **Prospective Franchise Fees:** To reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339,⁵ Oncor agrees to increase franchise fees to the contractual annual amount, to begin within 60

² Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (Vernon 2007 & Supp. 2010) ("PURA").

³ *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, Docket No. 35717, Order on Rehearing (Nov. 30, 2009).

⁴ *Oncor Electric Delivery Company LLC's Request For Approval Of Advanced Metering System (AMS) Deployment Plan And Request For Advanced Metering System (AMS) Surcharge*, Docket No. 35718, Order (Aug. 28, 2009).

⁵ *CenterPoint Energy Houston Electric, LLC for Authority to Change Rates*, Docket No. 38339 (pending).

days after entry of a final order in this proceeding or July 1, 2011, whichever is later, but in any event retrospective to July 1, 2011. With the exception of Staff, the Signatories agree that this Stipulation resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Staff takes no position on that issue.

- E. **Regulatory Surcharge (Retrospective Franchise Fees and Rate Case Expenses)**: To reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339, within 60 days after entry of a final order in this proceeding, Oncor will pay the municipalities in its service territory retrospective franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July 1, 2011) over three years in a separate surcharge with no carrying charges. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.

The total amount of retrospective franchise fees, calculated through June 30, 2011, plus interest at the Commission-established rate, is \$21,848,230. The Regulatory Surcharge rider (Rider RS) included in the proposed Tariffs currently includes only these amounts for retrospective franchise fees. The Signatories have agreed that the issue of the appropriate level of rate case expenses shall be resolved in Docket No. 39239,⁶ where that issue is currently pending. Once the Commission has issued an order approving the level of rate case expenses to be recovered, Oncor will make a compliance filing with the Commission to adjust Rider RS to include the approved rate case expenses. The Signatories agree that the allocation factors to be used for Rider RS are reflected in the Supplemental Direct Testimony of J. Michael Sherburne at Exhibit JMS-SD-3. Rider RS will take effect January 1, 2012.

- F. **Rate NTS**: The Signatories agree that the transmission cost of service, as reflected in the Network Transmission Revenue row on the attached Exhibit A (MOS) at Exhibit A, shall be set as reflected in the attached Exhibit A (MOS) at Exhibit C.
- G. **Rider SCUD (State Colleges and Universities Discount)**: Oncor will reinstate Rider SCUD without passing on any revenue shortfall to customers. If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order. If Rider SCUD is changed or eliminated, any such change or elimination shall take effect prospectively following the effective date of applicable legislation or the issuance of a mandate by the court of last resort. No surcharge will be implemented or applied to recoup any Rider SCUD discount.
- H. **Cost Allocation and Rate Design**: The Signatories agree that costs shall be allocated among the customer classes consistent with the Proposed Rates reflected in Column (d)

⁶ *Application of Oncor Electric Delivery Company LLC for Rate Case Expense Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330, Docket No. 39239 (pending).*

of the attached Exhibit A (MOS) at Exhibit A. The Signatories agree to the rate design and tariff language as proposed by Oncor in its RFP [which includes (1) eliminating the Transmission System Charge and thereby recovering all of Oncor's transmission expense through its TCRF as provided for in proposed Rider TCRF, and (2) modifications to the ratchet provisions in the Secondary >10 kW Class], subject to the following changes:

1. For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures. The 2010 unadjusted 4CP figures are detailed in the Supplemental Direct Testimony of J. Michael Sherburne at Exhibit JMS-SD-1; and
 2. Changes to the tariff language, which have been as reflected in the Tariffs attached to the proposed Order attached hereto as Exhibit B.
- I. **Depreciation**: Oncor will use the depreciation rates it proposed in its direct case in this proceeding. Those rates are the same as the rates approved by the Commission in Docket No. 35717, with the exception that Oncor's proposal reflects an increase in the depreciation rate for intangible plant assets, which increase is reflected in the agreed total annual cost of service. The new agreed annual amortization rate for Account 303 (intangible plant) is 12.56%.
- J. **Meter Costs**: The Signatories agree to the amount of meter-reading costs and ad valorem taxes included in Oncor's new rates, to the extent those costs are related to meters that are being replaced pursuant to Oncor's Commission-approved AMS Deployment Plan. These numbers can be derived from Oncor's RFP and are as follows:
1. Meter-reading costs – \$15,785,691; and
 2. Ad valorem taxes – \$2,478,167.
- K. **Regulatory Assets and Certain Accruals**: Oncor will amortize its total regulatory asset balance as of June 30, 2010, as presented in the Company's RFP (old and new, self-insurance or "storm" reserve and pension/other postretirement benefits ("OPEB")), over eight (8) years, with such revised amortization to begin on January 1, 2012. The Signatories agree that the amount of the new annual amortizations are as follows:
1. Self-insurance reserve – \$31,514,420 (\$252,115,362 balance / 8 years);
 2. Pensions – \$9,113,738 (\$72,909,900 balance / 8 years); and
 3. OPEBs – \$6,921,963 (\$55,375,706 balance / 8 years).
- Until January 1, 2012, Oncor will continue the amortizations of its regulatory asset balances at the levels approved in the Order on Rehearing in Docket No. 35717. Oncor will continue annual accruals for the self-insurance reserve, pensions, and OPEBs at the levels approved in the Order on Rehearing in Docket No. 35717.
- L. **Effective Dates for Rates and Riders**: Oncor shall phase-in rates as follows:

1. \$93,722,048 million base rate revenue increase to be effective the later of thirty (30) days after a final Commission order is signed, or July 1, 2011 (“Phase I Tariffs”);
 2. \$43 million base rate revenue increase effective January 1, 2012 (“Phase II Tariffs”);
 3. Regulatory Surcharge effective January 1, 2012 (“Rider RS”); and
 4. All new amortizations (self-insurance reserve and pensions/OPEBs) begin January 1, 2012.
- M. **Interim Rates:** The Administrative Law Judges or the Commission will approve interim/temporary rates consistent with the Stipulation effective July 1, 2011, pursuant to PURA § 36.109 and Commission Procedural Rule 22.125, should permanent rates not be approved and in effect by that date. In no event shall the permanent rates take effect sooner than 30 days after the Commission order(s) approving the Stipulation and Tariffs are signed.
- N. **Rate Freeze for General Base Rate Case:** Oncor will agree to not file a general base rate case before July 1, 2013; provided that Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates and adjust rates as allowed by Texas law and Commission rules, including, but not limited to, interim TCOS updates, TCRF updates, Energy Efficiency Cost Recovery Factor updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.

II.

The Signatories agree that the terms of this Stipulation are fair, reasonable, and in the public interest. The Signatories further stipulate to the facts contained in the proposed Order attached hereto as Exhibit B and support and will take all reasonable efforts to obtain the prompt adoption of an order by the Commission consistent with this Stipulation as reflected in the attached proposed Order. The Signatories further agree to defend the terms of this Stipulation as set forth herein. The Signatories agree that this Stipulation does not affect any pending appeal of the Commission’s final decision in Docket No. 35717 except as specifically provided for in this Stipulation.

III.

This Stipulation has been drafted by all Signatories and is the result of negotiation, compromise, settlement, and accommodation. The Signatories agree that the terms and conditions herein are interdependent. The various provisions of this Stipulation are not severable. None of the provisions of this Stipulation shall become fully operative unless the Commission shall have entered a final order approving this Stipulation consistent with the proposed Order. If the Commission does not accept this Stipulation as presented, or issues an interim or final order inconsistent with the terms of this Stipulation or the proposed Order, the Signatories agree that any Signatory adversely affected by that alteration has the right to withdraw from this Stipulation, thereby becoming released from its obligations arising hereunder, and to proceed as otherwise permitted by law to exercise all rights available under the law. The right to withdraw must be exercised by providing the other Signatories written notice within twenty (20) calendar days of the date the Commission order acting on this Stipulation is filed. Failure to provide such notice within the specified time period shall constitute a waiver of the right to withdraw and acceptance of the changes to this Stipulation made by the Commission.

IV.

This Stipulation is binding on each of the Signatories only for the purpose of settling the issues as set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent that this Stipulation expressly governs a Signatory's rights and obligations for future periods, this Stipulation shall not be binding or precedential on a Signatory outside of this proceeding except for a proceeding to enforce the terms of this Stipulation. The Signatories agree that a Signatory's support of the resolution of this docket in accordance with this Stipulation may differ from its position or testimony regarding contested issues of law, policy, or fact in other proceedings before the Commission or other forum. Because this is a Stipulation, a Signatory is under no obligation to take the same position as set out in this Stipulation in other proceedings not referenced in this Stipulation whether those dockets present the same or a different set of circumstances. A Signatory's agreement to entry of a final order of the Commission consistent with this Stipulation should not be regarded as an agreement to the appropriateness or correctness of any

assumptions, methodology, or legal or regulatory principle that may have been employed in reaching this Stipulation.

V.

This Stipulation contains the entire agreement among the Signatories. Moreover, this Stipulation supersedes all other written and oral exchanges or negotiations among the Signatories or their representatives with regard to the subjects contained herein. To the extent this Stipulation may be different from the MOS, or may contain additional terms to the MOS, this Stipulation controls. The Signatories hereby waive the right to an evidentiary hearing in this proceeding and waive cross-examination of all witnesses.

VI.

Each person executing this Stipulation represents that he or she is authorized to sign this Stipulation on behalf of the party represented. Facsimile copies of signatures are valid for purposes of evidencing this Stipulation, which may be executed in multiple counterparts.

VII.

WHEREFORE, PREMISES CONSIDERED, the Signatories respectfully request that this Honorable Commission enter an order consistent with the terms of this Stipulation.

AGREED:

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.

BY: _____

OFFICE OF PUBLIC UTILITY COUNSEL

BY: _____

STATE AGENCIES

BY: _____

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: _____

AGREED:

STEERING COMMITTEE OF CITIES SERVED BY ONCOR

BY: _____

ALLIANCE OF ONCOR CITIES

BY: _____

WAL-MART STORES TEXAS, LLC, AND SAM'S EAST, INC.

BY: _____

THE KROGER CO.

BY: _____

The following parties do not agree to this Stipulation and are not “Signatories” thereto, but agree that they do not and will not oppose the Commission entering a final order consistent with this Stipulation. The following parties also waive the right to an evidentiary hearing in this proceeding and waive cross-examination of all witnesses:

RELIANT ENERGY RETAIL SERVICES, LLC

BY: _____

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

BY: _____

ALLIANCE FOR RETAIL MARKETS

BY: _____

NUCOR STEEL - TEXAS

BY: _____

TXU ENERGY RETAIL COMPANY LLC

BY: _____

TEXAS ENERGY ASSOCIATION FOR MARKETERS

BY: _____

ENVIRONMENTAL DEFENSE FUND

BY: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

BY: _____

TEX-LA ELECTRIC COOPERATIVE OF TEXAS, INC.

BY: _____

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

BY: _____

IBEW LOCAL 69

BY: _____

**TEXAS COTTON GINNERS' ASSOCIATION &
ST. LAWRENCE COTTON GROWERS' ASSOCIATION**

BY: _____

ORDINANCE NO. 481

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR (“STEERING COMMITTEE”) AND ONCOR ELECTRIC DELIVERY COMPANY LLC (“ONCOR” OR “COMPANY”) REGARDING THE COMPANY’S APPLICATION TO INCREASE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ONCOR’S PROOF OF REVENUES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.

WHEREAS, the City of Kennedale, Texas (“City”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “ Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of approximately 160 similarly situated cities served by Oncor that have joined together to facilitate the review of and response to electric issues affecting rates charged in the Oncor service area; and

WHEREAS, on or about January 7, 2011, Oncor filed with the City its application to increase electric base rates by approximately \$353 million, such increase to be effective in every municipality within Oncor’s service territory; and

WHEREAS, the Steering Committee coordinated their review of Oncor's filing by designating an Executive Committee made up of Steering Committee representatives, assisted by Steering Committee attorneys and consultants, to resolve issues identified by the Steering Committee in the Company's filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the Steering Committee's rate experts concluded that Oncor is able to justify an increase over current rates of \$136.7 million; and

WHEREAS, the Steering Committee has entered a Settlement Agreement with Oncor to increase base rate revenues by \$136.7 million; and

WHEREAS, the Executive Committee of the Steering Committee, and the Steering Committee's lawyers and consultants recommend that Steering Committee members approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenue requirement by \$136.7 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the Steering Committee and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's filing and the resulting rates are, as a whole, in the public interest.

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

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

Section 2. That the City Council finds the existing rates for electric service provided by Oncor are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 3. That Oncor shall reimburse the reasonable ratemaking expenses of the Steering Committee in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the

City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

Section 9. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective in two phases. Phase one tariffs (attached to this Ordinance as “Attachment A”), increasing Oncor’s revenues by \$93.7 million, are effective for bills rendered on or after July 1, 2011. Phase two tariffs (attached to this Ordinance as “Attachment B”), increasing Oncor’s revenues by \$43 million, are effective for bills rendered on or after January 1, 2012.

Section 10. That a copy of this Ordinance shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 9th day of June, 2011.

Mayor Bryan Lankhorst

ATTEST:

Amethyst G. Cirimo, City Secretary

APPROVED AS TO FORM:

Wayne K. Olson, City Attorney

Date: June 9, 2011

Agenda Item No: CONSENT ITEMS - D.

I. Subject:

Discuss and consider awarding the Bowman Springs Road 12" water line and Bolen Road sanitary sewer improvement project to D.T. Utility, and consider authorizing the City Manager to execute this contract.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Bids for the City of Kennedale 12" Water line and Sewer Improvements for Bowman Springs Road and Bolen Road were recieved on June 01, 2011. D.T. Utility Contractors, Inc. was the low of fourteen bidders with a bid of \$298,282.42. The contractor is a local company based in Weatherford, Texas and has performed numerous projects in the area, of similar size and scope. Boman Springs Road and Bolen Road are currentlyserved by a 1.5 inch water line. Completion of this project will allow for fire protection, and future expansion/development of the affected area.

IV. Fiscal Impact Summary:

DT Utility initial bid amount = \$298,282.42

V. Legal Impact:

none

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	DT Utility Bid Tabulation	DT Utility Bid Tabulation.pdf
2.	Recommendation from TNP	Recmd of Award (6-3-11).pdf
3.	DT Utility - Past Jobs	DT Utility - Past Job List.pdf

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF KENNEDALE
DESCRIPTION: 12" WATER LINE IMPROVEMENTS FOR
BOWMAN SPRINGS ROAD

TNP JOB NO: KEN10230
ENGINEER'S ESTIMATE: \$ 344,000
BID DATE: JUNE 1, 2011
BID TIME: 2 PM

				BIDDERS							
				D.T. UTILITY CONTRACTORS		FOX CONTRACTORS		SABER DEVELOPMENT		GIN-SPEN	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	BASE BID										
1	Site Preparation, Clearing & Grubbing	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00
2a	12" DR-14 PVC Water Line	3,393	LF	\$40.44	\$137,212.92	\$40.65	\$137,925.45	\$40.00	\$135,720.00	\$41.00	\$139,113.00
2b	12" Class 150 Ductile Iron Water Line	3,393	LF	\$42.75	\$145,050.75	\$42.25	\$143,354.25	\$51.00	\$173,043.00	\$50.00	\$169,650.00
3	Bore/Jack 12" Class 150 Ductile Iron Water Line	60	LF	\$150.00	\$9,000.00	\$98.00	\$5,880.00	\$150.00	\$9,000.00	\$178.00	\$10,680.00
4	12" Class 150 Ductile Iron Water Line (Open Cut)	134	LF	\$42.75	\$5,728.50	\$51.00	\$6,834.00	\$51.00	\$6,834.00	\$50.00	\$6,700.00
5	8" DR-14 PVC Water Line	41	LF	\$38.00	\$1,558.00	\$27.70	\$1,135.70	\$39.00	\$1,599.00	\$36.00	\$1,476.00
6	12" Gate Valve	4	EA	\$2,000.00	\$8,000.00	\$1,818.00	\$7,272.00	\$1,850.00	\$7,400.00	\$2,000.00	\$8,000.00
7	6" Gate Valve	8	EA	\$750.00	\$6,000.00	\$780.00	\$6,240.00	\$825.00	\$6,600.00	\$900.00	\$7,200.00
8	Ductile Iron Fittings	1	LS	\$6,000.00	\$6,000.00	\$17,530.00	\$17,530.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
9	1" Comb. Air & Vacuum Rrelease Valve & Vault	2	EA	\$7,500.00	\$15,000.00	\$5,363.00	\$10,726.00	\$5,850.00	\$11,700.00	\$7,500.00	\$15,000.00
10	Fire Hydrant Assembly	8	EA	\$2,500.00	\$20,000.00	\$2,976.00	\$23,808.00	\$2,700.00	\$21,600.00	\$2,600.00	\$20,800.00
11	Concrete Encasement w/ Clay Backfill	85	LF	\$50.00	\$4,250.00	\$30.00	\$2,550.00	\$35.00	\$2,975.00	\$50.00	\$4,250.00
12	1" Water Service Tap	8	EA	\$500.00	\$4,000.00	\$305.00	\$2,440.00	\$435.00	\$3,480.00	\$350.00	\$2,800.00
13	1" Water Service Line	190	LF	\$10.00	\$1,900.00	\$11.50	\$2,185.00	\$15.00	\$2,850.00	\$18.00	\$3,420.00
14	Connect Proposed Service Line to Existing Box and Meter	3	EA	\$150.00	\$450.00	\$100.00	\$300.00	\$400.00	\$1,200.00	\$320.00	\$960.00
15	Connect Proposed Service Line to Proposed Box and Meter	5	EA	\$150.00	\$750.00	\$175.00	\$875.00	\$450.00	\$2,250.00	\$320.00	\$1,600.00
16	Temporary Water Service	1	LS	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	\$50.00	\$50.00
17	Asphalt Pavement Repair	483	LF	\$22.00	\$10,626.00	\$22.50	\$10,867.50	\$45.00	\$21,735.00	\$40.00	\$19,320.00
18	Concrete Driveway Repair	188	LF	\$25.00	\$4,700.00	\$40.00	\$7,520.00	\$25.00	\$4,700.00	\$61.00	\$11,468.00
19	Gravel Driveway Repair	38	LF	\$15.00	\$570.00	\$6.50	\$247.00	\$10.00	\$380.00	\$7.00	\$266.00
20	Clay Dam	4	EA	\$50.00	\$200.00	\$200.00	\$800.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00
21	Remove & Replace 5' Metal Fence	30	LF	\$2.00	\$60.00	\$25.00	\$750.00	\$25.00	\$750.00	\$20.00	\$600.00
22	4' Barbed Wire Fence	862	LF	\$4.00	\$3,448.00	\$4.00	\$3,448.00	\$6.00	\$5,172.00	\$5.00	\$4,310.00
23	Connect to Existing Water Line	2	EA	\$1,500.00	\$3,000.00	\$1,215.00	\$2,430.00	\$500.00	\$1,000.00	\$1,300.00	\$2,600.00
24	Trench Safety	4,222	LF	\$1.00	\$4,222.00	\$0.25	\$1,055.50	\$0.50	\$2,111.00	\$0.25	\$1,055.50
25	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
26	Erosion Control	1	LS	\$2,500.00	\$2,500.00	\$6,425.00	\$6,425.00	\$750.00	\$750.00	\$10,000.00	\$10,000.00
27	8" SDR-35 PVC San. Sewer Pipe	627	LF	\$31.00	\$19,437.00	\$32.45	\$20,346.15	\$43.00	\$26,961.00	\$23.00	\$14,421.00
28	8" SDR-26 PVC San. Sewer Pipe	27	LF	\$35.00	\$945.00	\$35.40	\$955.80	\$46.00	\$1,242.00	\$47.00	\$1,269.00
29	4' Dia. Std. Sewer Manhole	3	EA	\$3,000.00	\$9,000.00	\$2,510.00	\$7,530.00	\$2,100.00	\$6,300.00	\$2,300.00	\$6,900.00
30	4" Sanitary Sewer Service, Short with 4" Cleanout	2	EA	\$175.00	\$350.00	\$325.00	\$650.00	\$425.00	\$850.00	\$460.00	\$920.00
31	4" Sanitary Sewer Service, Long with 4" Cleanout	5	EA	\$275.00	\$1,375.00	\$600.00	\$3,000.00	\$550.00	\$2,750.00	\$800.00	\$4,000.00
32	Connect to Existing Sanitary Sewer	1	EA	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00
	TOTAL WITH 2a (PVC)				\$298,282.42		\$300,926.10		\$315,709.00		\$340,778.50
	TOTAL WITH 2b (DIP)				\$306,120.25		\$306,354.90		\$353,032.00		\$371,315.50

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF KENNEDALE
DESCRIPTION: 12" WATER LINE IMPROVEMENTS FOR
BOWMAN SPRINGS ROAD

TNP JOB NO: KEN10230
ENGINEER'S ESTIMATE: \$ 344,000
BID DATE: JUNE 1, 2011
BID TIME: 2 PM

BIDDERS											
				GRA-TEX UTILITIES		JACKSON CONSTRUCTION		CHAMPION UTILITY CONSTRUCTION		CLEBURNE UTILITY CONSTRUCTION	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Site Preparation, Clearing & Grubbing	1	LS	\$28,000.00	\$28,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00
2a	12" DR-14 PVC Water Line	3,393	LF	\$44.00	\$149,292.00	\$51.00	\$173,043.00	\$50.00	\$169,650.00	\$45.50	\$154,381.50
2b	12" Class 150 Ductile Iron Water Line	3,393	LF	N/B	N/B	N/B	N/B	\$60.00	\$203,580.00	\$48.00	\$162,864.00
3	Bore/Jack 12" Class 150 Ductile Iron Water Line	60	LF	\$180.00	\$10,800.00	\$100.00	\$6,000.00	\$120.00	\$7,200.00	\$150.00	\$9,000.00
4	12" Class 150 Ductile Iron Water Line (Open Cut)	134	LF	\$75.00	\$10,050.00	\$86.00	\$11,524.00	\$93.00	\$12,462.00	\$62.50	\$8,375.00
5	8" DR-14 PVC Water Line	41	LF	\$40.00	\$1,640.00	\$28.00	\$1,148.00	\$37.00	\$1,517.00	\$30.00	\$1,230.00
6	12" Gate Valve	4	EA	\$2,100.00	\$8,400.00	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$1,750.00	\$7,000.00
7	6" Gate Valve	8	EA	\$800.00	\$6,400.00	\$740.00	\$5,920.00	\$800.00	\$6,400.00	\$710.00	\$5,680.00
8	Ductile Iron Fittings	1	LS	\$15,000.00	\$15,000.00	\$17,500.00	\$17,500.00	\$18,000.00	\$18,000.00	\$16,500.00	\$16,500.00
9	1" Comb. Air & Vacuum Rrelease Valve & Vault	2	EA	\$6,500.00	\$13,000.00	\$6,000.00	\$12,000.00	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00
10	Fire Hydrant Assembly	8	EA	\$2,600.00	\$20,800.00	\$3,000.00	\$24,000.00	\$2,200.00	\$17,600.00	\$2,400.00	\$19,200.00
11	Concrete Encasement w/ Clay Backfill	85	LF	\$50.00	\$4,250.00	\$34.00	\$2,890.00	\$25.00	\$2,125.00	\$60.00	\$5,100.00
12	1" Water Service Tap	8	EA	\$450.00	\$3,600.00	\$750.00	\$6,000.00	\$230.00	\$1,840.00	\$300.00	\$2,400.00
13	1" Water Service Line	190	LF	\$15.00	\$2,850.00	\$9.00	\$1,710.00	\$15.00	\$2,850.00	\$21.50	\$4,085.00
14	Connect Proposed Service Line to Existing Box and Meter	3	EA	\$250.00	\$750.00	\$250.00	\$750.00	\$180.00	\$540.00	\$75.00	\$225.00
15	Connect Proposed Service Line to Proposed Box and Meter	5	EA	\$375.00	\$1,875.00	\$300.00	\$1,500.00	\$280.00	\$1,400.00	\$250.00	\$1,250.00
16	Temporary Water Service	1	LS	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
17	Asphalt Pavement Repair	483	LF	\$14.00	\$6,762.00	\$19.00	\$9,177.00	\$23.00	\$11,109.00	\$31.00	\$14,973.00
18	Concrete Driveway Repair	188	LF	\$40.00	\$7,520.00	\$26.00	\$4,888.00	\$30.00	\$5,640.00	\$55.00	\$10,340.00
19	Gravel Driveway Repair	38	LF	\$10.00	\$380.00	\$2.00	\$76.00	\$16.00	\$608.00	\$5.00	\$190.00
20	Clay Dam	4	EA	\$250.00	\$1,000.00	\$75.00	\$300.00	\$200.00	\$800.00	\$200.00	\$800.00
21	Remove & Replace 5' Metal Fence	30	LF	\$10.00	\$300.00	\$25.00	\$750.00	\$30.00	\$900.00	\$40.00	\$1,200.00
22	4' Barbed Wire Fence	862	LF	\$2.00	\$1,724.00	\$4.50	\$3,879.00	\$4.00	\$3,448.00	\$8.00	\$6,896.00
23	Connect to Existing Water Line	2	EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$4,500.00	\$9,000.00	\$1,250.00	\$2,500.00
24	Trench Safety	4,222	LF	\$1.00	\$4,222.00	\$1.00	\$4,222.00	\$1.25	\$5,277.50	\$1.00	\$4,222.00
25	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$6,000.00	\$6,000.00
26	Erosion Control	1	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$10,700.00	\$10,700.00
27	8" SDR-35 PVC San. Sewer Pipe	627	LF	\$46.00	\$28,842.00	\$38.00	\$23,826.00	\$29.00	\$18,183.00	\$38.00	\$23,826.00
28	8" SDR-26 PVC San. Sewer Pipe	27	LF	\$53.00	\$1,431.00	\$41.00	\$1,107.00	\$43.00	\$1,161.00	\$40.50	\$1,093.50
29	4' Dia. Std. Sewer Manhole	3	EA	\$3,500.00	\$10,500.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00
30	4" Sanitary Sewer Service, Short with 4" Cleanout	2	EA	\$750.00	\$1,500.00	\$300.00	\$600.00	\$680.00	\$1,360.00	\$1,200.00	\$2,400.00
31	4" Sanitary Sewer Service, Long with 4" Cleanout	5	EA	\$1,200.00	\$6,000.00	\$800.00	\$4,000.00	\$700.00	\$3,500.00	\$2,250.00	\$11,250.00
32	Connect to Existing Sanitary Sewer	1	EA	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$400.00	\$400.00	\$100.00	\$100.00
	TOTAL WITH 2a (PVC)				\$355,888.00		\$360,761.00		\$365,870.50		\$373,117.00
	TOTAL WITH 2b (DIP)				N/B		N/B		\$399,800.50		\$381,599.50

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF KENNEDALE
DESCRIPTION: 12" WATER LINE IMPROVEMENTS FOR
BOWMAN SPRINGS ROAD

TNP JOB NO: KEN10230
ENGINEER'S ESTIMATE: \$ 344,000
BID DATE: JUNE 1, 2011
BID TIME: 2 PM

				BIDDERS							
				VENUS CONSTRUCTION		TRI-TECH CONSTRUCTION		WHITEWATER CONSTRUCTION		WRIGHT CONSTRUCTION	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Site Preparation, Clearing & Grubbing	1	LS	\$3,483.25	\$3,483.25	\$28,500.00	\$28,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
2a	12" DR-14 PVC Water Line	3,393	LF	\$50.54	\$171,482.22	\$50.00	\$169,650.00	\$50.00	\$169,650.00	\$58.00	\$196,794.00
2b	12" Class 150 Ductile Iron Water Line	3,393	LF	\$55.50	\$188,311.50	N/B	N/B	\$56.00	\$190,008.00	N/B	N/B
3	Bore/Jack 12" Class 150 Ductile Iron Water Line	60	LF	\$122.18	\$7,330.80	\$140.00	\$8,400.00	\$160.00	\$9,600.00	\$305.00	\$18,300.00
4	12" Class 150 Ductile Iron Water Line (Open Cut)	134	LF	\$56.92	\$7,627.28	\$52.00	\$6,968.00	\$70.00	\$9,380.00	\$87.00	\$11,658.00
5	8" DR-14 PVC Water Line	41	LF	\$26.36	\$1,080.76	\$38.00	\$1,558.00	\$40.00	\$1,640.00	\$30.00	\$1,230.00
6	12" Gate Valve	4	EA	\$2,548.91	\$10,195.64	\$2,100.00	\$8,400.00	\$2,300.00	\$9,200.00	\$2,100.00	\$8,400.00
7	6" Gate Valve	8	EA	\$1,179.88	\$9,439.04	\$900.00	\$7,200.00	\$800.00	\$6,400.00	\$810.00	\$6,480.00
8	Ductile Iron Fittings	1	LS	\$23,388.41	\$23,388.41	\$17,000.00	\$17,000.00	\$16,500.00	\$16,500.00	\$16,200.00	\$16,200.00
9	1" Comb. Air & Vacuum Rrelease Valve & Vault	2	EA	\$5,543.24	\$11,086.48	\$5,200.00	\$10,400.00	\$6,500.00	\$13,000.00	\$5,500.00	\$11,000.00
10	Fire Hydrant Assembly	8	EA	\$3,099.89	\$24,799.12	\$3,650.00	\$29,200.00	\$3,000.00	\$24,000.00	\$3,200.00	\$25,600.00
11	Concrete Encasement w/ Clay Backfill	85	LF	\$33.39	\$2,838.15	\$44.00	\$3,740.00	\$38.00	\$3,230.00	\$50.00	\$4,250.00
12	1" Water Service Tap	8	EA	\$1,164.60	\$9,316.80	\$525.00	\$4,200.00	\$200.00	\$1,600.00	\$870.00	\$6,960.00
13	1" Water Service Line	190	LF	\$24.63	\$4,679.70	\$21.00	\$3,990.00	\$25.00	\$4,750.00	\$17.00	\$3,230.00
14	Connect Proposed Service Line to Existing Box and Meter	3	EA	\$394.92	\$1,184.76	\$160.00	\$480.00	\$150.00	\$450.00	\$550.00	\$1,650.00
15	Connect Proposed Service Line to Proposed Box and Meter	5	EA	\$572.15	\$2,860.75	\$160.00	\$800.00	\$240.00	\$1,200.00	\$320.00	\$1,600.00
16	Temporary Water Service	1	LS	\$2,035.41	\$2,035.41	\$100.00	\$100.00	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00
17	Asphalt Pavement Repair	483	LF	\$42.11	\$20,339.13	\$42.00	\$20,286.00	\$32.00	\$15,456.00	\$53.00	\$25,599.00
18	Concrete Driveway Repair	188	LF	\$45.59	\$8,570.92	\$45.00	\$8,460.00	\$50.00	\$9,400.00	\$63.00	\$11,844.00
19	Gravel Driveway Repair	38	LF	\$35.57	\$1,351.66	\$8.00	\$304.00	\$7.00	\$266.00	\$12.00	\$456.00
20	Clay Dam	4	EA	\$316.66	\$1,266.64	\$200.00	\$800.00	\$125.00	\$500.00	\$100.00	\$400.00
21	Remove & Replace 5' Metal Fence	30	LF	\$28.11	\$843.30	\$35.00	\$1,050.00	\$25.00	\$750.00	\$26.00	\$780.00
22	4' Barbed Wire Fence	862	LF	\$14.16	\$12,205.92	\$5.00	\$4,310.00	\$5.00	\$4,310.00	\$5.00	\$4,310.00
23	Connect to Existing Water Line	2	EA	\$616.90	\$1,233.80	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$2,600.00	\$5,200.00
24	Trench Safety	4,222	LF	\$0.22	\$928.84	\$0.10	\$422.20	\$1.00	\$4,222.00	\$0.50	\$2,111.00
25	Traffic Control	1	LS	\$3,907.98	\$3,907.98	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
26	Erosion Control	1	LS	\$3,629.70	\$3,629.70	\$3,500.00	\$3,500.00	\$7,200.00	\$7,200.00	\$8,300.00	\$8,300.00
27	8" SDR-35 PVC San. Sewer Pipe	627	LF	\$26.75	\$16,772.25	\$36.00	\$22,572.00	\$50.00	\$31,350.00	\$38.00	\$23,826.00
28	8" SDR-26 PVC San. Sewer Pipe	27	LF	\$28.41	\$767.07	\$38.00	\$1,026.00	\$50.00	\$1,350.00	\$49.00	\$1,323.00
29	4' Dia. Std. Sewer Manhole	3	EA	\$2,645.52	\$7,936.56	\$2,300.00	\$6,900.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00
30	4" Sanitary Sewer Service, Short with 4" Cleanout	2	EA	\$802.36	\$1,604.72	\$400.00	\$800.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00
31	4" Sanitary Sewer Service, Long with 4" Cleanout	5	EA	\$1,420.21	\$7,101.05	\$850.00	\$4,250.00	\$1,200.00	\$6,000.00	\$1,000.00	\$5,000.00
32	Connect to Existing Sanitary Sewer	1	EA	\$364.64	\$364.64	\$300.00	\$300.00	\$1,300.00	\$1,300.00	\$3,500.00	\$3,500.00
	TOTAL WITH 2a (PVC)				\$381,652.75		\$383,466.20		\$389,304.00		\$433,701.00
	TOTAL WITH 2b (DIP)				\$398,482.03		N/B		\$409,662.00		N/B

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF KENNEDALE
DESCRIPTION: 12" WATER LINE IMPROVEMENTS FOR
BOWMAN SPRINGS ROAD

TNP JOB NO: KEN10230
ENGINEER'S ESTIMATE: \$ 344,000
BID DATE: JUNE 1, 2011
BID TIME: 2 PM

BIDDERS											
				MUNICIPAL UTILITIES		ATKINS BROTHERS EQUIPMENT					
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Site Preparation, Clearing & Grubbing	1	LS	\$40,000.00	\$40,000.00	\$5,000.00	\$5,000.00				
2a	12" DR-14 PVC Water Line	3,393	LF	\$56.00	\$190,008.00	\$77.00	\$261,261.00				
2b	12" Class 150 Ductile Iron Water Line	3,393	LF	N/B	N/B	\$78.00	\$264,654.00				
3	Bore/Jack 12" Class 150 Ductile Iron Water Line	60	LF	\$200.00	\$12,000.00	\$210.00	\$12,600.00				
4	12" Class 150 Ductile Iron Water Line (Open Cut)	134	LF	\$82.00	\$10,988.00	\$78.00	\$10,452.00				
5	8" DR-14 PVC Water Line	41	LF	\$45.00	\$1,845.00	\$44.00	\$1,804.00				
6	12" Gate Valve	4	EA	\$3,000.00	\$12,000.00	\$2,000.00	\$8,000.00				
7	6" Gate Valve	8	EA	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00				
8	Ductile Iron Fittings	1	LS	\$30,000.00	\$30,000.00	\$16,000.00	\$16,000.00				
9	1" Comb. Air & Vacuum Rrelease Valve & Vault	2	EA	\$8,000.00	\$16,000.00	\$4,000.00	\$8,000.00				
10	Fire Hydrant Assembly	8	EA	\$3,500.00	\$28,000.00	\$2,500.00	\$20,000.00				
11	Concrete Encasement w/ Clay Backfill	85	LF	\$70.00	\$5,950.00	\$7.00	\$595.00				
12	1" Water Service Tap	8	EA	\$500.00	\$4,000.00	\$2,500.00	\$20,000.00				
13	1" Water Service Line	190	LF	\$30.00	\$5,700.00	\$10.00	\$1,900.00				
14	Connect Proposed Service Line to Existing Box and Meter	3	EA	\$250.00	\$750.00	\$200.00	\$600.00				
15	Connect Proposed Service Line to Proposed Box and Meter	5	EA	\$400.00	\$2,000.00	\$200.00	\$1,000.00				
16	Temporary Water Service	1	LS	\$2,000.00	\$2,000.00	\$13,000.00	\$13,000.00				
17	Asphalt Pavement Repair	483	LF	\$36.00	\$17,388.00	\$27.00	\$13,041.00				
18	Concrete Driveway Repair	188	LF	\$64.00	\$12,032.00	\$31.00	\$5,828.00				
19	Gravel Driveway Repair	38	LF	\$10.00	\$380.00	\$17.00	\$646.00				
20	Clay Dam	4	EA	\$400.00	\$1,600.00	\$200.00	\$800.00				
21	Remove & Replace 5' Metal Fence	30	LF	\$32.00	\$960.00	\$39.00	\$1,170.00				
22	4' Barbed Wire Fence	862	LF	\$12.00	\$10,344.00	\$29.00	\$24,998.00				
23	Connect to Existing Water Line	2	EA	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00				
24	Trench Safety	4,222	LF	\$2.00	\$8,444.00	\$1.00	\$4,222.00				
25	Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00				
26	Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00				
27	8" SDR-35 PVC San. Sewer Pipe	627	LF	\$40.00	\$25,080.00	\$89.00	\$55,803.00				
28	8" SDR-26 PVC San. Sewer Pipe	27	LF	\$80.00	\$2,160.00	\$88.00	\$2,376.00				
29	4' Dia. Std. Sewer Manhole	3	EA	\$3,400.00	\$10,200.00	\$4,000.00	\$12,000.00				
30	4" Sanitary Sewer Service, Short with 4" Cleanout	2	EA	\$600.00	\$1,200.00	\$900.00	\$1,800.00				
31	4" Sanitary Sewer Service, Long with 4" Cleanout	5	EA	\$1,500.00	\$7,500.00	\$1,700.00	\$8,500.00				
32	Connect to Existing Sanitary Sewer	1	EA	\$500.00	\$500.00	\$2,000.00	\$2,000.00				
TOTAL WITH 2a (PVC)					\$489,029.00		\$545,396.00				
TOTAL WITH 2b (DIP)					N/B		\$409,662.00				

APPROVED BY: _____





Civil Engineering | Surveying | Landscape Architecture | Planning

June 3, 2011

City of Kennedale
Bob Hart – City Manager
405 Municipal Drive
Kennedale, TX 76060

Re: Recommendation of Award for the 12" Water Line Improvements for Bowman Springs Road

Mr. Hart,

Bids for the City of Kennedale 12" Water Line Improvements for Bowman Springs Road were received on June 1, 2011. D.T. Utility Contractors, Inc. was the low of fourteen bidders with a bid of \$298,282.42. Our opinion of probable cost for the project was \$344,000. A copy of the bid tabulation is attached for your review.

After reviewing the low bid and associated qualifications and references, we recommend that the project be awarded to D.T. Utility Contractors, Inc. A copy of D.T.'s references and qualifications is included with this letter. The award should be contingent on procurement of insurance and bonds by D.T. Utility Contractors, Inc.

Please call if you have any questions or need additional information.

Sincerely,

TEAGUE NALL AND PERKINS, INC.

Jonathan Bengfort, P.E.

Enclosures

D.T. UTILITY CONTRACTORS, INC.



**2614 Causbie Road
Weatherford, TX 76087
Phone (817) 596-0169
Fax (817) 341-4391**

**DENNIS TOLLETT
Mobile (817) 991-4406
dtollett@airmail.net**

**LORI TOLLETT
Mobile (817) 304-0338
loritollett@uwmmail.com**

CURRENT LIST JOBS COMPLETED/AWARDED

COMPLETED JOBS:

Project Name: Stage Coach, Willow Park, Texas
Date: April 2004
Project amount: \$186,000.00
Project included: Water, sewer and storm drain installation
Developer: Wayne Lee
3220 W. Southlake Blvd. C, Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: Pecan Valley, Benbrook, Texas
Date: June 2004
Project amount: \$30,964.00
Project included: Water and sewer
Gen. Contractor: Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098

Project Name: Las Vegas Trail, Commercial Private Drive,
Fort Worth, Texas
Date: October 2004
Project amount: \$154,000.00
Project included: Sewer installation
Gen. Contractor: Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098

Project Name: Cali Grove Estates, Hurst, TX
Date: November 2004
Project amount: \$108,000.00
Project included: Water, sewer and storm drainage installation
Developer: Tommy Cunningham
6809 Baker Blvd., Richland Hills, TX 76118
Engineer: Ernest Hedgcoth
Hedgcoth Consulting Engineers, Inc.
5701C Midway Road, Fort Worth, TX 76117
Phone (817) 831-7711
Fax (817) 831-6368

Project Name: Timber Creek Road & Edgewood Trail,
Benbrook, TX
Date: December 2004
Project amount: \$431,382.00
Project included: Storm drainage installation
City: City of Benbrook
911 Winscott Road, Benbrook, TX 76126
Phone (817) 249-3000
Engineer: Teague, Nall & Perkins
1100 Macon St., Fort Worth, TX 76102
Phone (817) 336-5773
Fax (817) 336-2813

Project Name: Northridge Meadows Add, Ph. II,
City of North Richland Hills, TX
Date: December 2004
Project amount: \$60,000.00
Project included: Water and sewer installation
Gen. Contractor: Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098

Project Name: Parker Oaks, Parker County, TX
Date: February 2005
Project amount: \$126,180.00
Project included: Water installation
Developer: Wayne Lee
1330 N. White Chapel Blvd., Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: The Woodlands, Ph. II, Krugerville, TX
Date: April 2005
Project amount: \$106,661.00
Project included: Water installation
Developer: Kim Gill, BD Development LP
411 W. 7th St., Suite 1302, Fort Worth, TX 76102
Fax (817) 877-0115

Project Name: Silverstone at Pearson Ranch, Ph. III,
City of Weatherford, TX
Date: May 2005
Project amount: \$250,000.00
Project included: Water, sewer and storm drainage installation
Developer: Wayne Lee, Parker Pearson LP
1330 N. White Chapel Blvd., Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: City of Hudson Oaks, TX
Date: May/June 2005
Project amount: \$20,000.00
Project included: Various emergency repairs
Developer: City of Hudson Oaks, TX
150 N. Oakridge Dr., Hudson Oaks, TX 76087
Phone (817) 596-4899
Fax (817) 596-8829

Project Name: Sewer Extension Old Southwest Ford,
City of Hudson Oaks, TX
Date: July 2005
Project amount: \$23,000.00
Project included: Sewer installation
City: City of Hudson Oaks
150 N. Oakridge Dr., Hudson Oaks, TX 76087
Phone (817) 596-4899
Fax (817) 596-8829

Project Name: Westpark Add. Ph. III, Keller, TX
Date: July 2005
Project amount: \$66,000.00
Project included: Water, sewer and storm drainage installation
Developer: Jack Brock
P.O. Box 678, Keller, TX 76244
Fax (817) 337-0294

Project Name: Mission Ridge Estates, Ph. III, Fort Worth, TX
Date: July 2005
Project amount: \$237,000.00
Project included: Water, sewer and storm drainage installation
Developer: Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098

Project Name: Southwest Addition, Fort Worth, TX
Date: Dec. 2005
Project amount: \$27,000.00
Project included: Sewer installation
Developer: Hickman Companies
6777 Camp Bowie Blvd., Suite 300
Fort Worth, TX 76116
Phone (817) 731-6199
Fax (817) 731-0899

Project Name: Summer Creek South, Ph. III, Fort Worth, TX
Date: July 2005
Project amount: \$946,000.00
Project included: Water, sewer and storm drainage installation
Developer: Tim Fleet
Summercreek Development, Ltd.
3045 Lackland Rd., Fort Worth, TX 76116
Phone (817) 731-7595
Fax (817) 377-3990

Project Name: Deer Meadow, Ph. II, Fort Worth, TX
Date: Oct 2005
Project amount: \$558,840.00
Project included: Water, sewer and storm drainage installation
Developer: Tim Fleet
Deer Meadow Development, Inc.
3045 Lackland Rd., Fort Worth, TX 76116

Phone (817) 731-7595
Fax (817) 377-3990

Project Name: Green Oaks 12" WL, City of Hudson Oaks, TX
Date: Dec 2005
Project amount: \$206,947.00
Project included: Water line installation
City: City of Hudson Oaks
150 N. Oakridge Dr., Hudson Oaks, TX 76087
Phone (817) 596-4899
Fax (817) 596-8829

Project Name: Lexington Place Addition, Fort Worth, TX
Date: Dec 2005
Project amount: \$60,226.00
Project included: Sewer line installation
Developer: Larry Gill c/o Tim Fleet
3045 Lackland Rd., Fort Worth, TX 76116
Phone (817) 731-7595
Fax (817) 377-3990

Project Name: The Villas, Aledo, TX
Date: Nov. 2005
Project amount: \$180,642.00
Project included: Water, sewer and storm drainage installation
Gen. Contractor: John Stabile
Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098

Project Name: Aledo Estates, Aledo
Date: Sept. 2006
Project amount: \$132,370.00
Project included: Water and storm drainage installation
Developer: Importante, LP
P.O. Box 150855
Fort Worth, TX 76108
Phone (817) 626-2600
Engineer: Mark Donohue
Donohue Engineering, Inc.
1327 Blue Jay Drive
Lewisville, TX 75077
Phone (972) 746-0632
Fax (972) 317-9096

E-mail: donohueengineering@verizon.net

Project Name: Eagles Ridge, Ph II, Town of Trophy Club, TX
Date: July 2006
Project amount: \$436,446.50
Project included: Water, sewer and storm drainage installation
Developer: Keith M. Allen
Eagles Ridge Investors J.V.
500 S. Nolen, Suite 100
Southlake, TX 76092
Phone (817)
Fax (817)
Engineer: KMT, Inc.
P.O. Box 1775
Keller, TX 76244
Attn: Rich Burns, P.E.

Project Name: Westover Village, City of Weatherford, TX
Date: June 2006
Project amount: \$794,485.81
Project included: Water, sewer, storm drainage and
Lift station and force main
Developer: Steve Moore
SSM Investments, Inc.
6301 Elm Crest Court
Fort Worth, Texas 76132
Fax (817) 361-8320
Inspector: Tony McMillan, City of Weatherford
Phone (817) 613-7985

Project Name: Genco Federal Credit Union, Headquarters
Date: 09/06/2006
Project amount: \$30,600.00
Project included: Water
Gen. Contractor: Phase One Design Builders, LP
5323 Spring Valley Rd, Ste 120,
Dallas, TX 75254
Phone (972) 716-9920
Fax (972) 716-9923

Project Name: First National Bank of Evant – Gatesville, TX
Project amount: \$33,200.00
Project included: Water
Gen. Contractor: Phase One Design Builders, LP

5323 Spring Valley Rd., Suite 120
Dallas, TX 75254
Phone (972) 716-9920
Fax (972) 716-9923
Attn: Lee South

Project Name: Red Eagle, City of Weatherford, TX
Date: Dec. 2005
Project amount: \$450,000.00
Project included: Water, sewer and storm drainage installation
Developer: Wayne Lee
1330 No. White Chapel, Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: Western Ave. 8" Water Line
Date: Nov. 2006
Project amount: \$169,119.00
Project included: Water
Owner: City of Saginaw / Tarrant County
Engineer: Kimley-Horn & Associates, Inc.
801 Cherry St., Suite 1025, Unit 11
Fort Worth, TX 76102
Phone (817) 335-6511
Fax (817) 335-5070

Project Name: Parker Oaks, Ph. II, Parker County, TX
Date: Dec. 2006
Project amount: \$200,000.00
Project included: Water and storm drain
Developer: Wayne Lee
1330 No. White Chapel, Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: ATS Drilling, 6" Fire line, Haltom City
Date: Dec. 2006
Project amount: \$34,300.00
Project included: Water
Owner: ATS Drilling
P.O. Box 48353, Fort Worth, TX 76148
Phone (817) 498-0040
Fax (817) 831-2938

Attn: Dave Hoag, General Manager
Cell (817) 819-3843
Engineer: Ernest Hedgcoth Consulting Engineers, Inc.
5701 Midway Rd., Suite C
Fort Worth, TX 76117
Phone (817) 831-7711
Fax (817) 831-6368

Project Name: Roanoke Reserve, Denton County, TX
Date: March 2007
Project amount: \$26,613.19
Project included: Water & Sewer Lines
Owner: Vaquero Duke Holdings
c/o Starwood Custom Homes
500 S. Nolen Dr., Suite 100
Southlake, TX 76092
Attn: Mike McGovern
Cell: (972) 804-8727
Fax: (817) 912-3156

Project Name: Harriet Creek Ranch, Fort Worth, TX
Date: April 2007
Project amount: \$146,427.00
Project included: Sewer
Owner: 114 Partners, Ltd.
P.O. Box 185219
Fort Worth, TX 76053
Attn: Stephen Chojnowski
Cell: (817) 975-3693
Fax: (817) 540-4459
Engineer: GSWW, Inc.
3950 Fossil Creek Blvd., Suite 210
Fort Worth, TX 76137
Phone: (817) 306-1444

Project Name: Lakeshore Drive, Hudson Oaks
Date: May 2007
Project amount: \$50,504.00
Project included: Water
Owner: City of Hudson Oaks
150 N. Oakridge Dr.
Hudson Oaks, TX 76087

Project Name: Baccus Road, Granbury
Date: July 2007

Project amount: \$80,067.00
Project included: Storm Drain
Owner: Wayne Lee
Granbury Villa Vista LP
1330 N. White Chapel Blvd., Suite 200
Southlake, TX 76092
Attn: Wayne Lee
Phone (817) 994-0688
Fax (817) 410-7231
Engineer: Chuck Stark / Graham & Associates

Project Name: ATS Drilling, Water Line
Date: April 2007
Project amount: \$49,268.00
Project included: Water
Owner: ATS Drilling
P.O. Box 48353, Fort Worth, TX 76148
Phone (817) 498-0040
Fax (817) 831-2938
Attn: Dave Hoag, General Manager
Cell (817) 819-3843
Engineer: Ernest Hedgcoth Consulting Engineers, Inc.
5701 Midway Rd., Suite C
Fort Worth, TX 76117
Phone (817) 831-7711
Fax (817) 831-6368

Project Name: Southwest Grapevine Commercial Park
Date: Sept. 2007
Project amount: \$84,123.81
Project included: Water & sewer
Gen. Contractor: KMT, Inc.
P.O. Box 1775
Keller, TX 76244
Attn: Richard Burns
Fax No. (817) 431-8272

Project Name: Outback Acres
Date: Oct. 2007
Project amount: \$41,530.00
Project included: Storm drain
Owner: Tim Fleet
C-Tex Homes, Ltd.
3045 Lackland Rd., Fort Worth, TX 76116
Phone (817) 731-7595

Fax (817) 377-3990

Project Name: Jarvis 12" & 16" Water line, Saginaw, TX
Date: July 2007
Project amount: \$578,437.00
Project included: Water
Owner: City of Saginaw
P.O. Box 79070
Saginaw, TX 76179
Engineer: Kimley-Horn and Associates, Inc.
801 Cherry St., Unit 11, Suite 950
Fort Worth, TX 76102
Attn: Cole Webb
Ph. (817) 335-6511
Fax (817) 335-5070

Project Name: Lynndale Place, City of Fort Worth
Date: Nov. 2007
Project amount: \$175,934.00
Project included: Water, Sewer & Storm Drain
Gen. Contractor: Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098
Inspector: Edward D'Avila
Phone (817) 223-2268

Project Name: Public Safety Building, City of Hudson Oaks
Date: Feb. 2008
Project amount: \$20,285.00
Project included: Water & sewer
Owner: City of Hudson Oaks
150 Oakridge
Weatherford, TX 76086
Attn: Robert
Fax (817) 596-8829
Inspector: Inspector for project no longer employed by
City, however, can contact Patrick Lawler, current
inspector at (817) 694-5140.

Project Name: Summer Creek and Sycamore School Roads
Date: Feb. 2008
Project amount: \$233,632.76
Project included: Sewer & storm drain
Owner: Gill Development

Gen. Contractor: JLB Contracting, LP
P.O. Box 24131
Fort Worth, TX 76124
Ph. (817) 261-2991
Fax (817) 261-3044

Inspector: Frank Frazier
Phone (817) 223-2262

Project Name: Red Eagle, Off-site Sewer
Date: May 2008
Project amount: \$104,361.81
Project included: Sewer
Developer: Wayne Lee
1330 N. White Chapel Blvd., Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Inspector: Inspector for project no longer employed by
City, however, can contact Patrick Lawler, current
inspector at (817) 694-5140.

Project Name: Kymik Addition, City of Fort Worth
Date: June 2008
Project amount: \$86,515.32
Project included: Sewer, water & storm drain
Owner: Patrick Custom Homes, Inc.
2855 Exchange, Suite 112
Southlake, TX 76092
Ph. (817) 310-0162
Fax (817) 310-0641

Inspector: George Foto
Phone (817) 944-0771

Project Name: Hudson Oaks Lift Station
Date: Sept. 2008
Project amount: \$65,365.00
Project included: Sewer
Owner: City of Hudson Oaks
150 North Oakridge Drive
Hudson Oaks, TX 76087
Ph. (817) 596-4899
Fax (817) 596-8829

Inspector: Inspector for project no longer employed by
City, however, can contact Patrick Lawler, current
inspector at (817) 694-5140.

Project Name: 2007 Hurst Sewer Line and Water Main Replace.
Date: May 2008
Project amount: \$304,389.55
Project included: Sewer & water
Owner: City of Hurst
Gen. Contractor: Horseshoe Construction
2309 S. Battleground Road
LaPorte, TX 77571
Ph. (281) 478-5477
Fax (281) 478-6436
Inspector: Scott Tedford, Phone (817) 896-0803, and
Nelson Watson, Phone (817) 788-7084

Project Name: Willow Creek Commercial Park
Date: Sept. 2008
Project amount: \$86,261.00
Project included: Sewer, water & storm drain
Developer: Wayne Lee
1330 N. White Chapel Blvd., Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231
Inspector: Tony McMillan, City of Weatherford
Phone (817) 613-7985

Project Name: Monterrey Estates, Ph. III, Alvarado
Date: Sept. 2008
Project amount: \$42,163.05
Project included: Water
Developer: Gill Development Plans, Inc.
3045 Lackland Road
Fort Worth, TX 76116
Ph. (817) 731-7595
Fax (817) 377-3990
Inspector: Private project – no inspector from City

Project Name: Euless 2007 Sanitary Sewer Rehab
Date: Aug. 2008
Project amount: \$41,010.00
Project included: Sewer
Owner: City of Euless
Gen. Contractor: Horseshoe Construction
2309 S. Battleground Road
LaPorte, TX 77571

Inspector: Ph. (281) 478-5477
Fax (281) 478-6436
Tim Eads
Phone (817) 988-4792

Project Name: Cambridge Business Park, Cool, Texas
Date: Nov. 2008
Project amount: \$33,682
Project included: Water
Owner: Ken Lee c/o Wayne Lee
1330 N. White Chapel Blvd., Suite 200
Southlake, TX 76092
Phone (817) 994-0688
Fax (817) 410-7231

Inspector: Private project – no inspector from City

Project Name: 12" Waterline Extension along I-20 between
High School and Tin Top Road, Weatherford
Date: Dec. 2008
Project amount: \$152,324.50
Project included: Water
Owner: City of Weatherford
917 Eureka St.

Inspector: Tony McMillan, City of Weatherford
Phone (817) 613-7985
Weatherford, Texas 76086

Project Name: Golden Triangle Estates, Fort Worth
Date: Dec. 2008
Project amount: \$39,183
Project included: Sewer
Owner: Tim Fleet
Golden Triangle Estates
3045 Lackland Rd.
Fort Worth, Texas 76116
Ph. (817) 731-7595
Fax (817) 377-3990

Inspector: Private project – no inspector from City

Project Name: Dalworthington Gardens
Date: Dec. 2008
Project amount: \$63,702
Project included: Sewer & water
Developer: JMA, LLC d/b/a D&G Construction
8901 West Freeway, Suite 105

Fort Worth, TX 76116
Attn: Glenn Fick
Ph. (817) 696-8800
Fax (817) 764-0497

Project Name: Southwest Grapevine Commercial Park
Date: Sept. 2007
Project amount: \$84,123.81
Project included: Water, sewer and storm drain
Engineer: KMT, Inc.
P.O. Box 1775
Keller, TX 76244
Attn: Rich Burns, P.E.
Inspector: Gerald McLeod, Jr.
Phone (817) 614-4276

Project Name: Lakeway Estates, Weatherford
Date: Nov. 2008
Project amount: \$872,610.61
Project included: Water, sewer, storm drain & force main
Owner: Tony Aaron
Engineer: Wasteline Engineering, Inc.
208 South Front St.
Aledo, TX 76008
Ph. (817) 441-1300
Attn: Glenn Breisch
Inspector: Tony McMillan, City of Weatherford
Phone (817) 613-7985

Project Name: BB Fielder Road (East), Weatherford
Date: Mar. 2009
Project amount: \$648,235.35
Project included: Sewer and storm drain
Owner: City of Weatherford
Gen. Contractor: Gilco Contracting, Inc.
6331 Southwest Blvd.
Benbrook, TX 76132
Ph. (817) 735-1600
Fax (817) 735-1613
Inspector: Tony McMillan, City of Weatherford
Phone (817) 613-7985

Project Name: Granbury Commerce Centre
Date: April 2009
Project amount: \$618,635.52

Project included: Water, sewer and storm drain
Owner: Jerry Durant
Gen. Contractor: Weldon & Bill Jordan Construction, Inc.
1516 Fort Worth Highway
Weatherford, TX 76086
Ph. (817) 594-3171
Inspector: Cliff
Phone (817) 408-7453

Project Name: Westover Village Ph IIA
Date: November 2009
Project Amount: \$187,106.22
Project included: water, sewer and storm drain
Owner: SMRP Ltd.
5354 Airport Freeway
Fort Worth, TX 76117
Steve Moore
Inspector: Tony McMillan, City of Weatherford
Phone (817) 613-7985

Project Name: Mountain View, Azle, Texas
Date: February 2010
Project Amount: \$53,845.00
Project included: water
Owner: City of Azle
Inspector: Ryan Hill
Phone (817) 270-2751
Engineer: Alan Plummer Associates, Inc.
Daniel Applegate
Phone (817) 806-1700

Project Name: Mason Pond
Date: April 2010
Project Amount: \$23,327.50
Project included: Concrete Flume
Owner: Wayne Lee
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: Washington Drive, Weatherford, Texas
Date: June 2010
Project Amount: \$389,227.46
Project included: water and storm drain
Owner: City of Weatherford

Gen Contractor: Ed Bell Construction
Shawn Thompson, Project Manager
Phone (469) 951-2422
Inspector: Chris, City of Weatherford
Phone (817) 296-3193

Project Name: School Road, Aledo
Date: August 2010
Project Amount: \$348,451.85
Project included: storm drain
Owner: Parker County
Gen. Contractor: Stabile & Winn, Inc.
P.O. Box 79380, Saginaw, TX 76179—0380
Phone (817) 847-2086
Fax (817) 847-2098
Engineer: Freese and Nichols, Inc.
4055 International Plaze, Suite 200
Fort Worth, TX 76109
Rich Heine
Phone (817) 694-6472
Inspector: Bret Calvert
Phone (817) 307-1698

Project Name: Kennedale Town Center
Date: May 2010
Project Amount: \$300,721.00
Project included: water, sewer & storm drain
Owner: City of Kennedale
Gen. Contractor: JLB Contracting, LP
P.O. Box 24131
Fort Worth, TX 76124
Ph. (817) 261-2991
Fax (817) 261-3044
Sam Davis
Cell (817) 538-2631
Engineer: Shield Engineering Group
P.O. Box 470636
Fort Worth, TX 76147
Phone (817) 810-0696

Project Name: Pojo Road, Parker County
Date: June 2010
Project Amount: \$264,213.00
Project included: water and storm drain
Owner: County of Parker

Gen Contractor: Ed Bell Construction
Stan Allen, Project Manager
Phone (214) 358-6581
Engineer: Freese and Nichols, Inc.
4055 International Plaze, Suite 200
Fort Worth, TX 76109
Rich Heine
Phone (817) 694-6472
Inspector: Bret Calvert
Phone (817) 307-1698

Project Name: Airport Addition
Date: Dec. 2010
Project Amount: \$39,050.00
Project included: 8" Water Line Extension
Owner: Wayne Lee
Phone (817) 994-0688
Fax (817) 410-7231

Project Name: Samson Park
Date: Jan. 2011
Project Amount: \$85,888.00
Project included: Water System Improvements
Owner: City of Sansam Park
Dee Brewer, Utilities Superintendent
5500 Buchanan
Sansom Park, TX 76114
Phone (817) 626-3791 (ext. 117)
Cell (817) 406-6027
Engineer: Eddie Cheatham, P.E., R.P.L.S.
Cheatham & Assoc.
2233 Ave. J, Suite 107
Arlington, TX 76006
Phone (817) 548-0696 (ext. 107)
Fax (817) 265-8532

WORK IN PROGRESS:

Project Name: Granbury, Plaza Drive
Project Amount: \$222,925.80
Project included: water, sewer & storm drain
Owner: Granbury
Gen. Contractor: JLB Contracting, LP
P.O. Box 24131
Fort Worth, TX 76124

Engineer: Ph. (817) 261-2991
Fax (817) 261-3044
Sam Davis
Cell (817) 538-2631
Emprotec/Hibbs & Todd
402 Cedar
Abilene, TX 79601
Phone (325) 698-5560
Fax (325) 691-0058

Project Name: Westover Village Ph IIB
Project Amount: \$210,771.63
Project included: water, sewer and storm drain
Owner: SMRP Ltd.
5354 Airport Freeway
Fort Worth, TX 76117
Steve Moore
Ph. (817) 312-1740
Engineer: Mark Donohue
Donohue Engineering, Inc.
1327 Blue Jay Drive
Lewisville, TX 75077
Phone (972) 746-0632
Fax (972) 313-0769

AWAREDED / NOT STARTED

Project Name: Cutters Crossing Addition, Weatherford
Project Amount: \$344,506.85
Project included: water, sewer & storm drain
Owner: Billy Atwood
Kosciusko, Mississippi
Gen. Contractor: New World Industries
Engineer: G.L. Barron Company, Inc.
6221 Southwest Blvd., Suite 100
Fort Worth, TX 76132
Chuck Stark
Ph. (817) 231-8141
Cell (817) 296-9550

Project Name: Boswell Ranch IIB
Project Amount: \$299,517.10
Project included: water, sewer and storm drain
Owner: SMRP Ltd.

Engineer:

5354 Airport Freeway
Fort Worth, TX 76117
Steve Moore
Ph. (817) 312-1740
Mark Donohue
Donohue Engineering, Inc.
1327 Blue Jay Drive
Lewisville, TX 75077
Phone (972) 746-0632
Fax (972) 313-0769

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

DISCUSS AND CONSIDER AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF "CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SANITARY SEWER SYSTEM; APPROVING AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS AND PROCEDURES RELATED THERETO INCLUDING A PURCHASE CONTRACT, AN OFFICIAL STATEMENT, AND A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

II. Originated by:

Bob Hart, City Manager
Sakura Moten-Dedrick, Director of Finance & IT

III.

Summary:

On October 14, 2010, the City Council authorized staff to order a custom 2011 Pierce Fire Engine Truck through Martin Apparatus. Several months later on January 13, 2011, the Council authorized the subsequent ordering of a 2011 Horton Emergency Ambulance from Professional Ambulance Texas. Both required payment upon delivery. Furthermore, to offset a portion of the Emergency Ambulance purchase price, Kennedale applied for and received a \$35,000 grant from the Texas Department of State Health Services. To date, both the fire truck and ambulance have been delivered and paid. As anticipated, the fire truck total was approximately \$459K, and the ambulance was approximately \$171K. After grant funds have been received, the ambulance total will be reduced to \$136K. Staff is currently in the process of applying for these monies. In addition to the \$595K combined total for the fire truck and ambulance, Council also approved an additional \$117K in associated equipment to outfit both apparatuses. Staff is also in the process of ordering these items. Because staff anticipated that payments for the fire truck, ambulance and equipment would occur before the receipt of bond proceeds, Council approved a reimbursement resolution on March 10, 2011 to pay the General Fund back. Generally, purchases are made once bond proceeds have been received. However, to take advantage of lower pricing and discounts, staff entered into contracts several months prior to the current bond issue, sale and funding. The reimbursement resolution essentially allows reimbursement for any item that has been paid for either sixty (60) days prior to or eighteen months (18) after the approval by Council. Given the \$712K in reimbursements needed for the items noted above, in addition to our recent Little School Road bid opening estimate, we anticipate the need for approximately \$X.XM in additional bond funding (staff is currently finalizing this figure and will provide both this total and associated debt amortization schedule attachment to Council in a followup email no later than Mon).

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Draft Ordinance	Kennedale Draft Ordinance-6-9-11.pdf
2.	Standard & Poor's Rating Report	Kennedale GO Ser 2011 06-01-2011.pdf
3.	Standard & Poor's Letter	Kennedale_RL_20110601_613982.pdf

ORDINANCE NO. ____

**ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
"CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2011"; SECURING THE
PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL
AD VALOREM TAX AND A PLEDGE OF SURPLUS REVENUES OF THE
CITY'S WATERWORKS AND SANITARY SEWER SYSTEM; APPROVING
AND AUTHORIZING THE EXECUTION OF ALL INSTRUMENTS AND
PROCEDURES RELATED THERETO INCLUDING A PURCHASE
CONTRACT, AN OFFICIAL STATEMENT, AND A PAYING
AGENT/REGISTRAR AGREEMENT; AND PROVIDING FOR AN
IMMEDIATE EFFECTIVE DATE**

SALE DATE: JUNE 9, 2011

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SIGNATURES

PAYING AGENT/REGISTRAR AGREEMENT	Exhibit A
FORM OF PURCHASE CONTRACT	Exhibit B
DESCRIPTION OF ANNUAL FINANCIAL INFORMATION	Exhibit C
[INSURANCE COMMITMENT	Exhibit D]

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF KENNEDALE §

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

SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES. The certificate or certificates of the City further described in Section 2 of this Ordinance and referred to herein as the "Certificates of Obligation" are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ **FOR PAYING, IN WHOLE OR IN PART, THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED TO (1) ACQUIRE RIGHT-OF-WAYS AND CONSTRUCT STREET, CURB, AND SIDEWALK IMPROVEMENTS, TOGETHER WITH UTILITY RELOCATION AND DRAINAGE IMPROVEMENTS INCIDENTAL THERETO; (2) ACQUIRE AND EQUIP PUBLIC SAFETY VEHICLES INCLUDING AN AMBULANCE AND A FIRE TRUCK; AND (3) PAY ALL OR A PORTION OF THE CITY'S CONTRACTUAL OBLIGATIONS FOR PROFESSIONAL SERVICES RENDERED BY ENGINEERS, ATTORNEYS, AND FINANCIAL ADVISORS IN CONNECTION WITH THE ABOVE PROJECTS.**

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated: "**CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2011**", and initially there shall be issued, sold and delivered hereunder one fully registered certificate, without interest coupons, dated June 1, 2011, in the aggregate principal amount of \$_____, numbered T-1 (the "Initial Certificate of Obligation"), with Certificates of Obligation issued in replacement thereof being in the denomination of \$5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in Section 14 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the Certificates of Obligation shall mature and be payable serially on February 1 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

[The remainder of this page intentionally left blank.]

YEAR OF MATURITY	PRINCIPAL AMOUNT	YEAR OF MATURITY	PRINCIPAL AMOUNT

The term "Certificates of Obligation" as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate of Obligation" shall mean any of the Certificates of Obligation.

SECTION 3. INTEREST. The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept at the designated corporate trust office of **BOKF, NA dba Bank of Texas**, Austin, Texas (the “Paying Agent/Registrar”) books or records for the registration of the transfer and exchange of the Certificates of Obligation (the “Registration Books”), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type

composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates of Obligation and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) In General. The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates of Obligation shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written

notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Certificates of Obligation. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 14 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("**DTC**"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("**DTC Participant**") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the Ordinance of the registered owners, as shown in the Registration Books as provided

in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only Systems. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) Delivery of Initial Certificate of Obligation. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the respective series of Certificates of Obligation, payable in stated installments to the initial registered owner named in Section 14 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of

maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

SECTION 5. FORM OF CERTIFICATE OF OBLIGATION. The form of the Certificates of Obligation, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Certificates of Obligation initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

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FORM OF CERTIFICATE OF OBLIGATION

R-

**PRINCIPAL
AMOUNT**

\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF KENNEDALE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2011**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF SERIES</u>	<u>CUSIP NO.</u>
_____	_____	June 1, 2011	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **CITY OF KENNEDALE, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Principal Amount set forth above, and to pay interest thereon from June 1, 2011, at the Interest Rate per annum specified above, on February 1, 2012, and semiannually on each August 1 and February 1 thereafter to the Maturity Date specified above or date of redemption prior to maturity; except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such Principal Amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged or converted from is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS CERTIFICATE are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or redemption prior to maturity, at the designated corporate trust office of **BOKF, NA dba Bank of Texas**, Austin, Texas which is the "Paying Agent/Registrar" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the order

authorizing the issuance of the Certificates of Obligation (the "Certificate of Obligation Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the fifteenth business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate of Obligation appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment to the Paying Agent/Registrar at the Designated Trust Office (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date and interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE FOR ANY PAYMENT DUE on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION IS ONE OF A SERIES OF CERTIFICATES OF OBLIGATION, dated as of June 1, 2011, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ ***FOR PAYING, IN WHOLE OR IN PART, THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED TO (1) ACQUIRE RIGHT-OF-WAYS AND CONSTRUCT STREET, CURB, AND SIDEWALK IMPROVEMENTS, TOGETHER WITH UTILITY RELOCATION AND DRAINAGE IMPROVEMENTS INCIDENTAL THERETO; (2) ACQUIRE AND EQUIP PUBLIC SAFETY VEHICLES INCLUDING AN AMBULANCE AND A FIRE TRUCK; AND (3) PAY ALL OR A PORTION OF THE CITY'S CONTRACTUAL OBLIGATIONS FOR PROFESSIONAL SERVICES RENDERED BY ENGINEERS, ATTORNEYS, AND FINANCIAL ADVISORS IN CONNECTION WITH THE ABOVE PROJECTS.***

ON FEBRUARY 1, 2021, or on any date thereafter, the Certificates of Obligation of this Series maturing on and after February 1, 2022, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

[ADDITIONALLY, THE CERTIFICATES MATURING on February 1 in the years _____ and _____ (the "**Term Certificates**") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM CERTIFICATES MATURING		TERM CERTIFICATES MATURING	
MANDATORY	REDEMPTION	MANDATORY	REDEMPTION
<u>REDEMPTION DATE</u>	<u>AMOUNT</u>	<u>REDEMPTION DATE</u>	<u>AMOUNT</u>

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the City, by the principal amount of any such Term Certificates which, prior to the date of the mailing of notice of such mandatory redemption, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (iii) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not theretofore credited against a mandatory redemption requirement.]

AT LEAST 30 days prior to the date fixed for any optional redemption of the Certificate of Obligation or portions thereof prior to maturity a written notice of such redemption shall be sent by the City by United States mail, first-class postage prepaid, to the registered owner at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for

the redemption of this Certificate of Obligation. By the date fixed for any such redemption, due provision shall be made for the payment of the required redemption price for the Certificate of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificate of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the City out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate of Obligation Ordinance, this Certificate of Obligation may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate of Obligation Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate of Obligation or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of a Certificate of Obligation (i) during the period commencing with the close of business on any Record Date immediately preceding a principal or interest payment date for such Certificate of Obligation and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of a Certificate of Obligation called for redemption in part.

IN THE EVENT ANY PAYING AGENT/REGISTRAR for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate of Obligation Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates of Obligation.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits provided by law, and that this Certificate of Obligation is additionally secured by a lien on and pledge of Surplus Revenues received by the City from the ownership and operation of the City's waterworks and sanitary sewer system.

THE CITY HAS RESERVED THE RIGHT TO AMEND the Certificate of Obligation Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

BY BECOMING THE REGISTERED OWNER of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Certificate of Obligation Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor of the City, countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate of Obligation.

Countersigned:

(facsimile signature)
City Secretary
City of Kennedale, Texas

(facsimile signature)
Mayor
City of Kennedale, Texas

(SEAL)

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate of Obligation is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificate of Obligation Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

BOKF, NA dba Bank of Texas
Austin, Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby assigns this Certificate of Obligation to

(Assignee's Social Security or Taxpayer Identification) (Print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the Certificate of Obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE OF OBLIGATION INSERTIONS

The Initial Certificate of Obligation shall be in the respective form set forth above except that:

- (A) Immediately under the name of the Certificate of Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below", and the heading "CUSIP NO." should be deleted.
- (B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, **CITY OF KENNEDALE, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from June 1, 2011, at the Interest Rate per annum specified above, payable on February 1, 2012, and semiannually on each August 1 and February 1 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates and Principal Installments for this Certificate of Obligation are set forth in the following schedule:

MATURITY DATE (FEBRUARY 1)	PRINCIPAL INSTALLMENT

[Insert information from Sections 2 and 3 above]

(C) The Initial Certificate of Obligation shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and the principal of said Certificates of Obligation. All ad valorem taxes levied and collected for and on account of said Certificates of Obligation shall be deposited, as collected, to the credit of said Interest and Sinking Fund. For each fiscal year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of each series of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund created by this Ordinance. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

SECTION 7. SURPLUS REVENUES. Pursuant to Section 271.052, Texas Local Government Code, as amended, and Section 1502.052, Texas Government Code, as amended, the Certificates of Obligation additionally shall be payable from and secured by surplus revenues derived by the City from the ownership and operation of the City's waterworks and sanitary sewer system (the "Utilities System") remaining after (a) payment of all amounts constituting operation and maintenance expenses of said Utilities System, and (b) payment of all debt service, reserve, and other requirements and amounts required to be paid under all ordinances heretofore or hereafter authorizing (i) all bonds and (ii) all other obligations not on a parity with the Certificates of Obligation, which are payable from and secured by any Utilities System revenues, and (c) payment of all amounts payable from any Utilities System revenues pursuant to contracts heretofore or hereafter entered into by the City in accordance with law (the "Surplus Revenues"). If for any

reason the City fails to deposit ad valorem taxes levied pursuant to Section 6 hereof to the credit of the Interest and Sinking Fund relating to the Certificates of Obligation in an amount sufficient to pay, when due, the principal of and interest on the Certificates of Obligations, then Surplus Revenues may be deposited to the credit of such Interest and Sinking Fund and used to pay such principal and/or interest. The City reserves, and shall have, the right to issue bonds and other obligations not on a parity with the Certificates of Obligation, and to enter into contracts, in accordance with applicable laws, to be payable from and secured by any Utilities System revenues.

SECTION 8. CONSTRUCTION FUND. There is hereby created and established on the financial records of the City or in the depository of the City, a fund to be called the "City of Kennedale, Texas Certificates of Obligation (Series 2011) Construction Fund" (herein called the "Construction Fund"). All proceeds from the sale and delivery of the Certificates of Obligation (other than accrued interest and any premium on the Certificates of Obligation, if any, that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which amounts shall be deposited into the Interest and Sinking Fund) shall be deposited into the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of costs of issuance and all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued, including, but not limited to, costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of construction of the project being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 9. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in each Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date on which such funds will be needed, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued.. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 13 hereof in order to prevent the Certificates of Obligation from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 10. DEFEASANCE OF CERTIFICATES. (a) Defeased Certificates of Obligation. Any Certificate of Obligation and the interest thereon shall be deemed to be paid,

retired and no longer Outstanding (a "Defeased Certificate of Obligation"), except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar (or another entity permitted by Section 1207.061, Texas Government Code, as amended, or other applicable law, which entity, together with the Paying Agent/Registrar, are referred to collectively in this Section as the "Defeasance Agent"), in accordance with the requirements of Chapter 1207, Texas Government Code, as amended, or other applicable law (which may include the use of an escrow agreement or other similar instrument - the "Future Escrow Agreement"): (1) lawful money of the United States of America sufficient to make such payment or (2) "Defeasance Securities" (as defined below) that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Defeasance Agent for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Defeasance Securities. The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(c) Investment in Defeasance Securities. Any moneys so deposited with the Defeasance Agent may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Defeasance Agent that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be

turned over to the City, or deposited as directed in writing by the City. Any account or Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Defeasance Agent which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(d) Paying Agent/Registrar Services. Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Certificates of Obligation for Defeasance. In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

SECTION 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates of Obligation. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in conversion and exchange for other Certificates of Obligation.

SECTION 12. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND OTHER MATTERS. The Mayor of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City) and the assigned CUSIP numbers (if obtained) may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

SECTION 13. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the

City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with --

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of 3 years or less or, in the case of a refunding certificate, for a period of 30 days or less until such proceeds are needed for the purpose for which the certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148

of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Certificates of Obligation will be used solely for new money projects or to refund Refunded Bonds that were issued after December 31, 2003 and prior to January 1, 2009.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding certificates, transferred proceeds (if any) and proceeds of the refunded certificates expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is

completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Qualified Tax-Exempt Obligations. The City hereby designates the Certificates of Obligation as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates of Obligation are issued, the City (including any subordinate entities) has not designated nor will designate bonds or other obligations, which when aggregated with the Certificates of Obligation, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Certificates of Obligation are issued by the City (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates of Obligation will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 14. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION.

The Certificates of Obligation are hereby initially sold and shall be delivered to **FIRST SOUTHWEST COMPANY** (the "**Underwriter**"), at a price of \$_____ (which amount is equal to par, [plus][less] a net original issue [premium][discount] of \$_____, and less Underwriter's discount of \$_____), plus accrued interest on the Certificates of Obligation from June 1, 2011, to the date of initial delivery thereof, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as *Exhibit B* which the Mayor or Mayor Pro-Tem of the City is hereby authorized to execute and deliver, and which the City Secretary is hereby authorized to attest. The City will deliver to the Underwriter an Initial Certificate of Obligation in the aggregate principal amount of \$_____ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective

maturity as shown in Section 3 hereof. The Initial Certificate of Obligation shall be registered in the name of **FIRST SOUTHWEST COMPANY**.

SECTION 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Certificates of Obligation by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Certificates of Obligation, dated May 26, 2011, prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

Section 16. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS. The Mayor, City Manager, City Secretary, and all other officers of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, and the Paying Agent/Registrar Agreement. In case any officer whose signature shall appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 17. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any other provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates of Obligation, or reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class

mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 18. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the failure to perform which materially, adversely affects the rights of the Holders of the Certificates of Obligation, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, the Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 19. SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes granted by the City under Section 6 and 7 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 20. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates of Obligation.

Section 21. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"**EMMA**" means the Electronic Municipal Market Access system being established by the MSRB.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Rule**" means SEC Rule 15c2-12, as amended from time to time.

"**SEC**" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2011, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in *Exhibit C* hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in *Exhibit C* hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates of Obligation, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Certificateholders;
3. Certificate of Obligation calls;
4. Release, substitution, or sale of property securing repayment of the Certificates of Obligation;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates of Obligation, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Certificates of Obligation, or other events affecting the tax-exempt status of the Certificates of Obligation;
6. Tender offers;

7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person

(iii) The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates of Obligation within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 10 of this Ordinance that causes Certificates of Obligation no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates of Obligation, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates of Obligation at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change

in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates of Obligation in the primary offering of the Certificates of Obligation in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates of Obligation consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates of Obligation. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates of Obligation in the primary offering of the Certificates of Obligation. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

[SECTION 22. INSURANCE. The City approves the insurance of the Certificates of Obligation by _____ and the payment of such premium and covenants to comply with all terms of the insurance commitment attached hereto as Exhibit D, which terms are hereby adopted.]

Section 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 25. CHOICE OF LAW. This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 26. EFFECTIVE DATE. This Ordinance shall become effective immediately after its adoption.

[The remainder of this page intentionally left blank.]

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE,
TEXAS AT A REGULAR MEETING CONVENED ON THE 9TH DAY OF JUNE, 2011, AT
WHICH MEETING A QUORUM WAS PRESENT.***

ATTEST:

City Secretary, City of Kennedale, Texas

Mayor, City of Kennedale, Texas

(CITY SEAL)

** ** ** ** **

[EXECUTION PAGE TO THE CERTIFICATE OF OBLIGATION ORDINANCE]

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT OF PROCEEDINGS.

EXHIBIT B

PURCHASE CONTRACT

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 21 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.
2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Table 1 and in Appendix A to the Official Statement under Tables 1 through 14.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

[EXHIBIT D

INSURANCE COMMITMENT]

Summary:

Kennedale, Texas; General Obligation

Primary Credit Analyst:

Lauren Spalten, Dallas 214-871-1421; lauren_spalten@standardandpoors.com

Secondary Contact:

Jim Tchou, New York (1) 212-438-3821; jim_tchou@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Kennedale, Texas; General Obligation

Credit Profile		
US\$3.8 mil combination tax and rev certs of oblig ser 2011 dtd 06/01/2011 due 02/01/2031		
Long Term Rating	A+/Stable	New
Kennedale GO (ASSURED GTY)		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed
Many issues are enhanced by bond insurance.		

Rationale

Standard & Poor's Ratings Services assigned its 'A+' rating to Kennedale, Texas' series 2011 combination tax and revenue certificates of obligation. At the same time, Standard & Poor's affirmed its 'A+' underlying rating (SPUR) on the city's existing general obligation (GO) debt. The outlook on all ratings is stable.

The ratings reflect our view of the city's:

- Participation in the deep and diverse economy of the Fort Worth-Dallas MSA, boosting income levels;
- Good financial management practices; and
- Historically very strong financial reserves.

The preceding credit strengths are offset in part by our view of the city's somewhat limited immediate economic base and moderately high overall net debt burden as a percent of market value.

The certificates are secured by a combination of the levy and collection of a direct and continuing limited ad valorem tax and surplus revenues from the city's waterworks and sewer system. City officials will use certificate proceeds to fund various projects throughout the city.

Kennedale, a primarily residential community, has an estimated population of 6,763 and is located within Tarrant County (AAA/Stable GO rating), 11 miles southeast of Fort Worth (AA+/Stable GO rating), Texas. City residents have access throughout the MSA via Interstate 20. Up until fiscal 2010, the city's taxable assessed value (AV) had experienced what we consider solid growth, increasing by an average of about 10% each year for the past five years to reach approximately \$541.3 million for fiscal 2010. Fiscal 2011 AV, however, has declined by about 4% to approximately \$521.5 million, which city officials attribute to an overall decline in values; management expects no further declines. Several businesses in Kennedale have increased their work forces over the past year, adding a total of more than 100 new jobs to the local economy. In addition, some existing manufacturing companies in the city have expanded their facilities, with further expansions for some still to come. New-home construction has continued in the city, with about 16 new homes built so far this year. The city's tax base remains very diverse, in our view, with the 10 leading taxpayers accounting for about 15% of AV for fiscal 2011. Income levels for the city are good, in our view, with median household effective buying income at about 108% of the national level. Market value per capita, an indicator of wealth, is strong, in our opinion, at approximately \$77,115.

Despite a recent decline in the city's general fund balance, which lowered the city's reserves below the formal fund

balance policy, Kennedale's financial position remains very strong, in our view. The city drew down on the general fund balance by approximately \$64,000, reducing the city's unreserved general fund balance to approximately \$1.5 million, which equates to what we consider a very strong 23% of operational expenditures. City officials report they were aware the reduction would place the fund balance below their policy; according to management, the drawdown was not planned, but necessary, in order to achieve certain energy improvement projects after the city failed to receive some anticipated grant funds. For fiscal 2011, city officials conservatively anticipate ending the year with break-even operations, and that a small general fund surplus is possible. Sales tax revenues for fiscal 2011 are at least on track with the budget, if not slightly better. Recent developments include the successful passage of an alcohol sales election, resulting in the sale of beer and wine in various convenience stores, which have reportedly at least doubled in-store sales. We understand the city intends to adopt a balanced budget for fiscal 2012. The city's property tax rate remains 72.25 cents per \$100 of AV for fiscal 2011, and has remained at that level for seven years.

Kennedale's management practices are considered "good" under Standard & Poor's Financial Management Assessment (FMA) methodology, indicating that practices exist in most areas, although not all may be formalized or regularly monitored by governance officials. The city has a formal long-term capital improvement plan and reviews it with the council annually. Management calculates revenue and expenditure estimates using historical sales tax trends, AV growth, and personnel costs. The council performs budget amendments, as needed, to address expenditure reclassifications and additional expenses; the council approves these amendments according to management's recommendation. The city has a formal investment policy in which staff and the council review compliance monthly. While city officials have an adopted formal general fund reserve policy of maintaining at least 25% of operations in reserve, they are currently not in compliance with this policy.

In our view, the city's overall net debt burden is moderately high at about 7.2% of market value and high on a per capita basis at approximately \$5,590. Debt service carrying charges accounted for about 11% of expenditures in fiscal 2010. The amortization schedule is average, with about 57% of principal retiring over the next 10 years and all debt currently scheduled to retire by 2031. We understand the city currently has no plans to issue additional debt for the next 18 to 24 months.

Outlook

The stable outlook reflects our expectation that city officials will restore the city's general fund balance to a level in compliance with the city's formally adopted reserve policy. A substantial deterioration of the city's financial position could lead to downward pressure on the city's debt rating. Conversely, further expansion and diversification of the city's immediate local economy, in combination with the stabilization of the city's financial position, could lead to positive rating action.

Related Criteria And Research

USPF Criteria: GO Debt, Oct. 12, 2006

Complete ratings information is available to subscribers of RatingsDirect on the Global Credit Portal at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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500 North Akard Street
Lincoln Plaza, Suite 3200
Dallas, TX 75201
tel (214) 871-1400
reference no.: 1173562

June 1, 2011

City of Kennedale
405 Municipal Drive
Kennedale, TX 76060
Attention: Mr. Sakura Dedrick, Finance Director

Re: ***US\$3,800,000 City of Kennedale, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2011, dated: June 1, 2011, due: February 1, 2031***

Dear Mr. Dedrick:

Pursuant to your request for a Standard & Poor's rating on the above-referenced obligations, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions*, have assigned a rating of "A+". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on

Mr. Sakura Dedrick

Page 2

June 1, 2011

CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Please send all information to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

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Sincerely yours,

A stylized, handwritten signature of "Standard & Poor's" in dark ink, enclosed within a light blue rectangular border.

Standard & Poor's Ratings Services
a Standard & Poor's Financial Services LLC business.

cm
enclosures

cc: Mr. Bob Hart
Mr. Mark M. McLiney
Mr. Ryan B. Cunningham



Standard & Poor's Ratings Services Terms and Conditions Applicable To Public Finance Ratings

You understand and agree that:

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All Rating Actions in Ratings Services' Sole Discretion. Ratings Services may assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, at any time, in Ratings Services' sole discretion. Ratings Services may take any of the foregoing actions notwithstanding any request for a confidential or private rating or a withdrawal of a rating, or termination of this Agreement. Ratings Services will not convert a public rating to a confidential or private rating, or a private rating to a confidential rating.

Publication. Ratings Services reserves the right to use, publish, disseminate, or license others to use, publish or disseminate the rating provided hereunder and any analytical reports, including the rationale for the rating, unless you specifically request in connection with the initial rating that the rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private rating or the existence of a confidential or private rating subsequently becomes public through disclosure other than by an act of Ratings Services or its affiliates, Ratings Services reserves the right to treat the rating as a public rating, including, without limitation, publishing the rating and any related analytical reports. Any analytical reports published by Ratings Services are not issued by or on behalf of you or at your request. Notwithstanding anything to the contrary herein, Ratings Services reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public ratings that have been withdrawn, regardless of the reason for such withdrawal. Ratings Services may publish explanations of Ratings Services' ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Ratings Services' ability to modify or refine its ratings criteria at any time as Ratings Services deems appropriate.

Information to be Provided by You. For so long as this Agreement is in effect, in connection with the rating provided hereunder, you warrant that you will provide, or cause to be provided, as promptly as practicable, to Ratings Services all information requested by Ratings Services in accordance with its applicable published ratings criteria. The rating, and the maintenance of the rating, may be affected by Ratings Services' opinion of the information received from you or your agents or advisors. You further warrant that all information provided to Ratings Services by you or your agents or advisors regarding the rating or, if applicable, surveillance of the rating, as of the date such information is provided, (i) is true, accurate and complete in all material respects and, in light of the circumstances in which it was provided, not misleading and (ii) does not infringe or violate the intellectual property rights of a third party. A material breach of the warranties in this paragraph shall constitute a material breach of this Agreement.

Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean verbal or written information that you or your agents or advisors have provided to Ratings Services and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential". Notwithstanding the foregoing, information disclosed by you or your agents or advisors

to Ratings Services shall not be deemed to be Confidential Information, and Ratings Services shall have no obligation to treat such information as Confidential Information, if such information (i) was known by Ratings Services or its affiliates at the time of such disclosure and was not known by Ratings Services to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of Ratings Services or its affiliates) subsequent to such disclosure, (iv) is disclosed to Ratings Services or its affiliates by a third party subsequent to such disclosure and Ratings Services reasonably believes that such third party's disclosure to Ratings Services or its affiliates was not prohibited, (v) is developed independently by Ratings Services or its affiliates without reference to the Confidential Information, (vi) is approved in writing by you for public disclosure, or (vii) is required by law or regulation to be disclosed by Ratings Services or its affiliates. Ratings Services is aware that U.S. and state securities laws may impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading and communication policies to that effect.

Ratings Services' Use of Information. Except as otherwise provided herein, Ratings Services shall not disclose Confidential Information to third parties. Ratings Services may (i) use Confidential Information to assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, and (ii) share Confidential Information with its affiliates engaged in the ratings business who are bound by appropriate confidentiality obligations; in each case, subject to the restrictions contained herein, Ratings Services and such affiliates may publish information derived from Confidential Information. Ratings Services may also use, and share Confidential Information with any of its affiliates or agents engaged in the ratings or other financial services businesses who are bound by appropriate confidentiality obligations ("Relevant Affiliates and Agents"), for modelling, benchmarking and research purposes; in each case, subject to the restrictions contained herein, Ratings Services and such affiliates may publish information derived from Confidential Information. With respect to structured finance ratings not maintained on a confidential or private basis, Ratings Services may publish data aggregated from Confidential Information, excluding data that is specific to and identifies individual debtors ("Relevant Data"), and share such Confidential Information with any of its Relevant Affiliates and Agents for general market dissemination of Relevant Data; you confirm that, to the best of your knowledge, such publication would not breach any confidentiality obligations you may have toward third parties. Ratings Services will comply with all applicable U.S. and state laws, rules and regulations protecting personally-identifiable information and the privacy rights of individuals. Ratings Services acknowledges that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for Ratings Services' disclosure of Confidential Information in violation of this Agreement. Ratings Services and its affiliates reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you, your agents or advisors.

Ratings Services Not an Expert, Underwriter or Seller under Securities Laws. Ratings Services has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Ratings Services is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. Rating Services has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, by any person or entity ("parent") that is the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC sanctions. For so long as this Agreement is in effect, you will promptly notify Ratings Services if any of these circumstances change.

Ratings Services' Use of Confidential and Private Ratings. Ratings Services may use confidential and private ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. Ratings Services may disclose a confidential or private rating as a confidential credit estimate or assessment to the managers of CDO and similar investment vehicles. Ratings Services may permit CDO managers to use and disseminate credit estimates or

assessments on a limited basis and subject to various restrictions; however, Ratings Services cannot control any such use or dissemination.

Entire Agreement. Nothing in this Agreement shall prevent you, the issuer (if you are not the issuer) or Ratings Services from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to Ratings Services by you or your agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your agents and advisors make such information available to Ratings Services, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to Ratings Services.

Limitation on Damages. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Ratings Services are parties to result from gross negligence, intentional wrongdoing, or willful misconduct of Ratings Services. In furtherance and not in limitation of the foregoing, Ratings Services will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that Ratings Services is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall Ratings Services be liable in an aggregate amount in excess of US\$5,000,000 except to the extent such monetary damages directly result from Ratings Services' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

City of Kennedale, Texas
Certificates of Obligation, Series 2011
UPDATED: April 28, 2011

<i>Historical Net Taxable Value</i>			
Tax Year	Net Taxable Value	Increase	Percent
2000	\$233,819,195		
2001	\$260,344,707	\$26,525,512	11.34%
2002	\$295,105,130	\$34,760,423	13.35%
2003	\$310,501,026	\$15,395,896	5.22%
2004	\$333,704,742	\$23,203,716	7.47%
2005	\$355,857,239	\$22,152,497	6.64%
2006	\$387,563,132	\$31,705,893	8.91%
2007	\$435,040,102	\$47,476,970	12.25%
2008	\$444,594,643	\$9,554,541	2.20%
2009	\$510,872,435	\$66,277,792	14.91%
2010	\$496,704,665	-\$14,167,770	-2.77%

Projected Tax Value

	0% Growth	2.50% Growth	5.00% Growth
2011	\$496,704,665	\$509,122,282	\$521,539,898
2012	\$496,704,665	\$521,850,339	\$547,616,893
2013	\$496,704,665	\$534,896,597	\$574,997,738
2014	\$496,704,665	\$548,269,012	\$603,747,625
2015	\$496,704,665	\$561,975,737	\$633,935,006

SALE DATE June 9, 2011

2010 Tax Rate

M&O	\$0.571103
I&S	\$0.151397
Total	\$0.722500

Fiscal Year Ending 9/30	Existing Debt Service	\$2,500,000 Series 2011	Fire Truck & Ambulance (\$665,000) Series 2011	Total Debt Service	I&S Tax Rate 0% Growth	I&S Tax Rate 2.50% Growth	I&S Tax Rate 5.00% Growth
2011	\$697,898			\$697,898			
2012	\$735,175	\$131,250	\$107,000	\$973,425	\$0.1960	\$0.1912	\$0.1866
2013	\$734,040	\$180,925	\$106,050	\$1,021,015	\$0.2056	\$0.1957	\$0.1864
2014	\$702,876	\$221,763	\$103,350	\$1,027,989	\$0.2070	\$0.1922	\$0.1788
2015	\$723,217	\$206,813	\$105,575	\$1,035,605	\$0.2085	\$0.1889	\$0.1715
2016	\$743,177	\$187,425	\$107,650	\$1,038,252	\$0.2090	\$0.1848	\$0.1638
2017	\$771,182	\$163,825	\$104,650	\$1,039,657	\$0.2093	\$0.1850	\$0.1640
2018	\$769,542	\$160,675	\$106,575	\$1,036,792	\$0.2087	\$0.1845	\$0.1635
2019	\$770,429	\$162,413		\$932,841	\$0.1878	\$0.1660	\$0.1472
2020	\$772,592	\$159,038		\$931,629	\$0.1876	\$0.1658	\$0.1470
2021	\$766,704	\$165,438		\$932,142	\$0.1877	\$0.1659	\$0.1470
2022	\$674,588	\$186,050		\$860,638	\$0.1733	\$0.1531	\$0.1358
2023	\$676,856	\$185,988		\$862,843	\$0.1737	\$0.1535	\$0.1361
2024	\$674,859	\$185,700		\$860,559	\$0.1733	\$0.1531	\$0.1357
2025	\$316,238	\$229,175		\$545,413	\$0.1098	\$0.0971	\$0.0860
2026	\$318,583	\$231,300		\$549,883	\$0.1107	\$0.0978	\$0.0867
2027	\$246,740	\$232,975		\$479,715	\$0.0966	\$0.0854	\$0.0757
2028	\$250,696	\$234,200		\$484,896	\$0.0976	\$0.0863	\$0.0765
2029		\$234,975		\$234,975	\$0.0473	\$0.0418	\$0.0371
2030		\$235,300		\$235,300	\$0.0474	\$0.0419	\$0.0371
2031		\$235,175		\$235,175	\$0.0473	\$0.0418	\$0.0371
Totals	\$11,345,391	\$3,930,400	\$740,850	\$16,016,641			

City of Kennedale, Texas
Certificates of Obligation, Series 2011
UPDATED: June 6, 2011

<i>Historical Net Taxable Value</i>			
Tax Year	Net Taxable Value	Increase	Percent
2001	\$260,344,707		
2002	\$295,105,130	\$34,760,423	13.35%
2003	\$310,501,026	\$15,395,896	5.22%
2004	\$333,704,742	\$23,203,716	7.47%
2005	\$355,857,239	\$22,152,497	6.64%
2006	\$387,563,132	\$31,705,893	8.91%
2007	\$435,040,102	\$47,476,970	12.25%
2008	\$444,594,643	\$9,554,541	2.20%
2009	\$510,872,435	\$66,277,792	14.91%
2010	\$496,704,665	-\$14,167,770	-2.77%

Projected Tax Value

	0% Growth	2.50% Growth	5.00% Growth
2011	\$496,704,665	\$509,122,282	\$521,539,898
2012	\$496,704,665	\$521,850,339	\$547,616,893
2013	\$496,704,665	\$534,896,597	\$574,997,738
2014	\$496,704,665	\$548,269,012	\$603,747,625
2015	\$496,704,665	\$561,975,737	\$633,935,006

SALE DATE June 9, 2011

2010 Tax Rate

M&O

\$0.571103

I&S

\$0.151397

Total

\$0.722500

Fiscal Year Ending 9/30	Existing Debt Service	\$2,510,000 Series 2011	Fire Truck & Ambulance (\$750,000) Series 2011	Total Debt Service	I&S Tax Rate 0% Growth	I&S Tax Rate 2.50% Growth	I&S Tax Rate 5.00% Growth
2011	\$697,898			\$697,898			
2012	\$735,175	\$151,325	\$127,350	\$1,013,850	\$0.2041	\$0.1991	\$0.1944
2013	\$734,040	\$151,150	\$127,450	\$1,012,640	\$0.2039	\$0.1940	\$0.1849
2014	\$702,876	\$193,338	\$127,838	\$1,024,051	\$0.2062	\$0.1914	\$0.1781
2015	\$723,217	\$194,400	\$123,113	\$1,040,730	\$0.2095	\$0.1898	\$0.1724
2016	\$743,177	\$195,238	\$123,275	\$1,061,690	\$0.2137	\$0.1889	\$0.1675
2017	\$771,182	\$195,850	\$123,213	\$1,090,244	\$0.2195	\$0.1940	\$0.1720
2018	\$769,542	\$196,238	\$127,813	\$1,093,592	\$0.2202	\$0.1946	\$0.1725
2019	\$770,429	\$206,175		\$976,604	\$0.1966	\$0.1738	\$0.1541
2020	\$772,592	\$205,663		\$978,254	\$0.1969	\$0.1741	\$0.1543
2021	\$766,704	\$200,038		\$966,742	\$0.1946	\$0.1720	\$0.1525
2022	\$674,588	\$204,188		\$878,775	\$0.1769	\$0.1564	\$0.1386
2023	\$676,856	\$198,113		\$874,968	\$0.1762	\$0.1557	\$0.1380
2024	\$674,859	\$196,925		\$871,784	\$0.1755	\$0.1551	\$0.1375
2025	\$316,238	\$190,625		\$506,863	\$0.1020	\$0.0902	\$0.0800
2026	\$318,583	\$194,100		\$512,683	\$0.1032	\$0.0912	\$0.0809
2027	\$246,740	\$202,013		\$448,753	\$0.0903	\$0.0799	\$0.0708
2028	\$250,696	\$204,363		\$455,059	\$0.0916	\$0.0810	\$0.0718
2029		\$201,375		\$201,375	\$0.0405	\$0.0358	\$0.0318
2030		\$203,050		\$203,050	\$0.0409	\$0.0361	\$0.0320
2031		\$199,388		\$199,388	\$0.0401	\$0.0355	\$0.0315
Totals	\$11,345,391	\$3,883,550	\$880,050	\$16,108,991			

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Discuss and consider amending the second-hand metal recycling Ordinance.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

For some time the city has had a metal recycling ordinance in place requiring identification for persons recycling certain regulated metals. Due to the increase in area thefts of copper and other metals, the police department is poised to begin a program of regular inspections of metal recyclers within the Kennedale city limits. After consulting with the Fort Worth Police Department's metal recycling enforcement officer, we are recommending minor changes to our ordinance. We are recommending that on any type of metal that is recycled, the seller will be required to show positive identification that the recycler will keep on file. We are also redefining the identification requirements to make them more specific.

These recommended regulations are already being followed by at least one local recycler. In April we experienced a burglary of a storage building on Averitt Road. Taken was part of an import vehicle exhaust system, including the catalytic converter and muffler. Two suspects were located and a receipt from Don's Scrap Metal was found on one of the suspects. Detectives went to the business and were able to obtain the evidence, which matched the remainder of the system left at the scene. They also had all of the information on the suspects because Don's already tracks every sale. We were able to file on the suspects due to this information being readily available.

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Amended - Metal Recycling Ordinance DRAFT	Metal Recycler Ordinance.doc
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ORDINANCE NO. 398

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KENNEDALE, TEXAS, AS AMENDED, BY AMENDING CHAPTER 11 "LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS", BY ADDING ARTICLE X, "SECONDARY METAL RECYCLERS"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND NAMING AN EFFECTIVE DATE OF JULY 1, 2008.

WHEREAS, the current City Code of the City of Kennedale does not provide for the regulation and licensing of secondary metal recyclers; and

WHEREAS, the City Council deems it necessary to exercise the City's police power to promote, through regulation and licensing of secondary metal recyclers, the recovery of stolen property; and

WHEREAS, Chapter 1956 of the Texas Occupations Code permits a municipality to adopt a rule or ordinance that imposes standards that are more stringent than those imposed by Chapter 1956 of the Texas Occupations Code; and

WHEREAS, the City Council has determined that requiring secondary metal recyclers to maintain certain records is a necessary exercise of the City's police power to promote the recovery of stolen property; and

WHEREAS, the City Council has determined that requiring secondary metal recyclers to hold regulated and non-regulated metal for no less than seventy-two hours to allow peace officer inspections for suspected stolen property is a necessary exercise of the City's police power.

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

SECTION 1.

Chapter 11 of the Kennedale City Code is hereby amended by adding Article X which reads as follows:

ARTICLE X. SECONDARY METAL RECYCLERS

SEC. 11-251. PURPOSE

This chapter is an exercise of the City's police power to promote, through regulation of secondary metal recyclers, the recovery of stolen property. This chapter provides licensing and recordkeeping requirements and enforcement procedures that will enable the Police Department

to identify and recover public and private property composed of certain metal property that may have been illegally appropriated.

SEC. 11-252. DEFINITIONS

In this chapter:

Bales of recycled metal. Metals processed with professional recycling equipment by compression, shearing, or shredding, to a form in which it may be sold by a secondary metal recycler consistent with industry standards.

Ferrous Metal. A metal that contains significant quantities of iron or steel.

Hold Notice. Written notification by the Chief of Police as herein defined to a secondary metal recycler stating that the secondary metal recycler may not sell, redeem, or dispose of certain regulated metal property that the Chief of Police has reasonable cause to believe has been stolen.

Licensee. A person in whose name a license has been issued under this chapter or a person listed as an applicant on the application for a license.

Nonferrous metal. A metal that does not contain significant quantities of iron or steel, including, but not limited to, copper, brass, aluminum, bronze, lead, zinc, nickel, and their alloys.

***Non-Regulated Metal Property.* Any ferrous or non-ferrous metal or metal product not covered by the regulated metal definition. Includes, but is not limited to, ferrous metals, short iron, tin, and motor vehicle parts such as batteries and exhaust systems.**

Passport. A passport issued by the United States government or issued by another country and recognized by the United States government.

Person. An individual, partnership, corporation, joint venture, trust, association, and any other legal entity.

Personal Identification Certificate. A personal identification card issued by the Texas Department of Public Safety under Section 521.101 of the Texas Transportation Code, as amended, or a similar card or certificate issued by another state.

Purchase Transaction. A transaction in which a secondary metal recycler gives consideration in exchange for regulated metal property.

Regulated metal property. Any item composed in whole or in part of any ferrous or nonferrous metal, other than an item composed of tin, as defined herein.

Secondary Metal Recycler. Any person who:

- (a) is engaged in the business of purchasing, collecting, or soliciting regulated metal property; or
- (b) operates or maintains a facility where regulated metal property is purchased or kept for shipment, sale, transfer or salvage.

Seller. Any person who, in a purchase transaction, receives consideration from a secondary metal recycler in exchange for regulated metal property.

Tin. Metal consisting predominantly of light sheet metal ferrous scrap, including, large and small household appliances, construction siding, and construction roofing.

SEC. 11-253. RECORDS REQUIRED.

- (a) A secondary metal recycler shall maintain an accurate and legible record of each purchase transaction. Each transaction must be recorded separately.
- (b) The record of each purchase transaction must be in English and contain the following information:
 - (1) the name and address of the secondary metal recycler;
 - (2) the name, initials, or other identifying information, of the individual recording the information required by this section for the secondary metal recycler;
 - (3) the seller's name, address, sex, birth date, and the identifying number from the seller's state issued driver's license, military identification card, passport, or personal identification certificate;
 - (4) the license number, color, and style or make of any motor vehicle in which the regulated metal property is delivered in a purchase transaction;
 - (5) the date and time of the purchase transaction;
 - (6) the weight, quantity, or volume, made in accordance with the custom of the trade, of the regulated or non-regulated metal property purchased;
 - (7) a general description, made in accordance with the custom of the trade, of the predominant types of regulated and non-regulated metal property purchased in the purchase transaction;
 - (8) the amount of consideration given in a purchase transaction for the regulated and non-regulated metal property;
 - (9) a signed statement, in a form approved by the Chief of Police or designee, from the seller in a purchase transaction affirming a legal right of ownership and the

right to sign over title to the regulated and non-regulated metal property offered for sale; and

- (10) a photograph, videotape, or similar likeness of the seller that clearly depicts the seller's facial features.
- (c) A person selling or attempting to sell regulated or non-regulated metal property to a secondary metal recycler shall:
 - (1) display to the secondary metal recycler the person's state issued driver's license, military identification card, passport, or personal identification certificate; and
 - (2) sign a written statement provided by the secondary metal recycler affirming that the person is the legal owner of, or is lawfully entitled to sell, the regulated material offered for sale.
 - (d) The secondary metal recycler or the recycler's agent shall visually verify the accuracy of the identification presented by the seller at the time of each purchase of regulated and non-regulated metal property.
 - (e) After notice from the Chief of Police or designee of the fraudulent or forged nature of a particular state issued driver's license, military identification card, passport or personal identification certificate, the secondary metal recycler shall refuse to accept said fraudulent or forged document for the purpose of complying with the requirements of this chapter. The notice required under this subsection shall include a copy of the fraudulent or forged driver's license, military identification card, passport or personal identification card.
 - (f) A secondary metal recycler shall maintain on file the information, including photographs, required by this section for not less than one year from the date of the purchase transaction. A secondary metal recycler shall make these records available for inspection by any peace officer, upon request, at the secondary metal recyclers place of business during the usual and customary business hours of the secondary metal recycler.
 - (g) The recordkeeping requirements of this section are in addition to any required by Chapter 1956 of the Texas Occupations Code, as amended.
 - (h) It is a defense to prosecution under Subsection (b)(10) of this section that:
 - (1) an accurate and recognizable photograph of the seller, taken within the preceding six months, was currently on file with the secondary metal recycler; and
 - (2) at the time of the purchase transaction, the secondary metal recycler, or an employee of the secondary metal recycler, visually verified that the seller was actually the person depicted in the file photograph.

SEC. 11-254. NOTICE TO SELLERS.

- (a) A secondary metal recycler shall at all times maintain in a prominent place in the secondary metal recycler's place of business, in open view to a seller of regulated **and non-regulated** metal property, a notice in two-inch lettering that contains the following or similar language approved by the Chief of Police or designee: "A PERSON ATTEMPTING TO SELL ANY REGULATED **AND NON-REGULATED** METAL PROPERTY MUST PRESENT SUFFICIENT IDENTIFICATION REQUIRED BY CITY OF KENNEDALE ORDINANCE."
- (b) The notice required by this section may be contained on a sign that contains another notice required by law to be displayed by the secondary metal recycler.

SEC. 11-255. FACSIMILE, TELECOPIER OR SIMILAR EQUIPMENT REQUIRED.

- (a) A secondary metal recycler shall maintain at its place of business, or otherwise have immediate access to, a facsimile, telecopier or other equipment of similar function on which notifications of stolen property or other notifications relating to regulated **or non-regulated** metal property may be expeditiously received from the Police Department. The equipment must be operable at all times during the usual and customary business hours of the secondary metal recycler. The secondary metal recycler shall maintain the facsimile number or other access number of the equipment on file with the Chief of Police or designee and shall notify the Chief of Police or designee within 24 hours after any change in the number.
- (b) The Chief of Police or designee may provide to secondary metal recyclers notices of:
 - (1) photocopies of fraudulent or forged driver's license, military identification card, passport, personal identification certificate or other document provided by sellers under this Article;
 - (2) individuals convicted of theft of regulated metal property for offenses arising in the City of Kennedale; and
 - (3) metal items reported or suspected stolen.

SEC. 11-255. RESTRICTIONS ON THE PURCHASE OF REGULATED METAL PROPERTY.

- (a) A secondary metal recycler shall conduct all purchase transactions only between the hours of 7:00 a.m. and 7:00 p.m.
- (b) A secondary metal recycler shall not purchase any of the following items of regulated metal property without obtaining proof that the seller is an employee, agent or person who is authorized to sell the item of regulated metal property on behalf of the

governmental entity, utility provider, railroad, cemetery, civic organization or secondary metal recycler:

- (1) A utility access cover;
 - (2) A street light or electric pole, and any of their fixtures or hardware;
 - (3) A road or bridge guard rail;
 - (4) A street sign, traffic sign or traffic signal, and any of their fixtures or hardware;
 - (5) A water meter cover;
 - (6) Any metal marked with any form of the name or initials of a governmental entity, including the City of Kennedale, another municipality, and the state of Texas;
 - (7) Property owned by a telephone, cable, electric, water or other utility provider, including communication, transmission and service wire;
 - (8) Railroad equipment, including but not limited to a tie plate, switch plate, E clip or rail tie junction;
 - (9) A funeral marker or funeral vase;
 - (10) A historical marker;
 - (11) Bales of recycled metal;
 - (12) A copper or aluminum condensing or evaporator coil from a heating or air conditioning unit; or
 - (13) An aluminum or stainless steel container or bottle designed to hold propane for fueling forklifts.
- (c) A secondary metal recycler shall maintain on file the information required by Subsection (b) of this section for not less than one year from the date of the purchase of the item of regulated **or non-regulated** metal property. A secondary metal recycler shall make these records available for inspection by any police officer, upon request, at the secondary metal recycler's place of business during the usual and customary business hours of the secondary metal recycler.
- (d) A secondary metal recycler shall not purchase any item of regulated **or non-regulated** metal property from an intoxicated person.

SEC. 11-256. INSPECTION.

- (a) A secondary metal recycler shall, during the usual and customary business hours, allow a peace officer to:
 - (1) inspect a secondary metal recycler's place of business;
 - (2) copy or verify the correctness of documents, including records or reports required to be kept under this chapter; and
 - (3) examine or inspect metal inventory.
- (b) A secondary metal recycler who fails or refuses to comply with any part of Subsection (a) above violates this chapter. The failure or refusal is grounds for suspension or revocation of a license

SEC. 11-257. 72-HOUR HOLD ON REGULATED OR NON-REGULATED METAL PROPERTY; SEGREGATION, LABELING, AND INSPECTION OF REGULATED OR NON-REGULATED METAL PROPERTY; EXCEPTIONS.

- (a) Except as provided in Subsection (c) of this section, a secondary metal recycler shall retain possession of purchased regulated **or non-regulated** metal property at the secondary metal recycler's local place of business and withhold the property from alteration, processing, resale or salvage use for 72 hours after purchase, unless the property is released sooner by written order of the Chief of Police or designee or by order of a court of competent jurisdiction.
- (b) Except as provided in Subsections (c) of this section, a secondary metal recycler shall segregate all regulated **and non-regulated** metal property purchased from a seller from regulated **and non-regulated** metal property purchased from other sellers and attach to the property, or to the container in which the property is held, a label indicating the name of the seller, the date on which the property was purchased and the number of the receipt on which the purchase information is recorded. If in any single purchase transaction, there are multiple items of regulated **and/or non-regulated** metal property of the same general type, only one representative item from each type of regulated **and/or non-regulated** property must be segregated and labeled in accordance with this subsection.
- (c) The hold, segregation, and labeling requirements of Subsections (a) and of this section do not apply to any item of regulated **and non-regulated** metal property composed predominantly of ferrous metal material, unless the secondary metal recycler has received notice that the Chief of Police or designee has, in accordance with this subsection, designated the item or type of item as being subject to those requirements. The Chief of Police or designee shall periodically review theft statistics on ferrous regulated metal property and establish a list of items or types of items that the Chief of Police or designee determines are subject to the requirements of Subsection (a) and (b). A current list must be maintained on file in the Chief of Polices designee's office, or in

another designated office of the Police Department, so that it may be inspected by the public during the City's normal business hours. Notice of the list must be given to secondary metal recyclers in accordance with schedules and procedures established by the Chief of Police or designee. A secondary metal recycler is presumed to have received notice of the list if the Police Department transmits the list to the facsimile number or access number provided by the secondary metal recycler under Section 11-255 of this chapter.

SEC. 11-258. HOLD ON STOLEN REGULATED OR **NON-REGULATED METAL PROPERTY; HOLD NOTICE.**

- (a) Whenever a peace officer has reasonable cause to believe that certain items of regulated **or non-regulated** metal property in the possession of a secondary metal recycler are stolen, the peace officer may issue a hold notice. The hold notice must:
 - (1) identify those specific items of regulated metal property alleged to be stolen and subject to hold; and
 - (2) inform the secondary metal recycler of the restrictions imposed on the regulated or **non-regulated** metal property under Subsection (b) of this section.
- (b) A secondary metal recycler may not, for 60 days from the date of receiving a hold notice under this section, process or remove from the secondary metal recycler's place of business any regulated **or non-regulated** metal property identified in the hold notice, unless the property is released sooner by the peace officer who issued the hold notice or by order of a court of competent jurisdiction. At the expiration of the hold period, the hold is automatically released, and the secondary metal recycler may dispose of the regulated **or non-regulated** metal property unless otherwise directed by a court of competent jurisdiction.

SEC. 11-259. OFFENSES; DEFENSES; PENALTY.

- (a) A person who violates any provision of this chapter, or who fails to perform a duty required of him under this chapter, commits an offense. A person is guilty of a separate offense for each item of regulated **or non-regulated** metal property involved in a violation of this chapter. An offense under this chapter is punishable by a fine not to exceed \$500.
- (b) It is a defense to prosecution under this chapter that the regulated metal property involved:
 - (1) was purchased from a charitable, philanthropic, religious, fraternal, civic, patriotic, social or school-sponsored organization or from any organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as amended;

- (2) was purchased from any public officer acting in an official capacity as a trustee in bankruptcy, executor, administrator or receiver; from any public official acting under judicial process or authority, or from a sale on the execution, or by virtue, of any process issued by a court;
- (3) consists of aluminum food or beverage containers, used food or beverage containers, or similar food or beverage containers for the purpose of recycling, other than beer or beverage kegs; or
- (4) was purchased from a manufacturing, industrial or other commercial vendor that generates or sells regulated **and non-regulated** metal property in the ordinary course of its business.

SEC. 11-260. LICENSE REQUIRED.

- (a) A person commits an offense if, without a license issued under this article, he:
 - (1) purchases regulated **and/or non-regulated** metal property in the city for resale or salvage use;
 - (2) operates a business establishment in the city that purports to purchase regulated **and/or non-regulated** metal property for resale or salvage use; or
 - (3) in any other manner conducts business in the city as a secondary metal recycler.
- (b) An application for a license must be made on a form provided by the Chief of Police or designee. Each applicant must be qualified according to the provisions of this chapter.
- (c) A person who wishes to purchase regulated **or non-regulated** metal property for resale or salvage use must sign the application as applicant. If the person is a legal entity, including but not limited to a corporation, partnership, association, or joint venture, each individual who has a 20 percent or greater interest in the business must sign the application for a license as an applicant. Each applicant must meet the requirements of Section 11-261, and each applicant will be considered a licensee if a license is granted.
- (d) It is a defense to prosecution under this section that, at the time of the alleged offense, the person was purchasing regulated **and/or non-regulated** metal property for resale or salvage use under the specific authority of a valid license issued by the State of Texas or the United States government. A license must still be obtained under this section for those activities conducted by a secondary metal recycler that are not specifically authorized by a state or federal license.

SEC. 11-261. ISSUANCE OF LICENSE; POSTING.

- (a) The Chief of Police shall issue a license to an applicant within 30 days after receipt of an application unless it is determined that one or more of the following is true:

- (1) An applicant is under 18 years of age.
 - (2) An applicant or an applicant's spouse is overdue in payment to the city of taxes, fees, fines or penalties assessed against or imposed upon the applicant or the applicants spouse.
 - (3) An applicant failed to answer or falsely answered a question or request for information on the application form provided.
 - (4) An applicant or an applicant's spouse has been convicted of two or more offenses under this chapter, other than the offense of conducting business as a secondary metal recycler without a license, within two years immediately preceding the application. The fact that a conviction is being appealed has no effect.
 - (5) An applicant has not obtained a certificate of occupancy for the premises in which the applicant intends to do business, or the business or its location would otherwise be in violation of the City of Kennedale City Code or any other applicable city ordinance or state or federal law.
 - (6) The license fee required by this chapter has not been paid.
 - (7) An applicant has been convicted of a felony or a Class A misdemeanor involving theft or fraud, including but not limited to theft, robbery, burglary, forgery, criminal simulation, deceptive business practices, securing execution of document by deception, or any other similar state or federal criminal offense, and three years have not elapsed since the termination of any sentence, parole or probation. The fact that a conviction is being appealed has no effect. If three years have elapsed, the Chief of Police shall, in accordance with Section 53.023 of the Texas Occupations Code, as amended, determine the present fitness of the applicant to be licensed from the information and evidence presented with the application.
 - (8) An applicant has been convicted of an offense under any federal or state law providing recordkeeping or licensing requirements for persons purchasing or selling regulated **and/or non-regulated** metal property, and three years have not elapsed since the termination of any sentence, parole or probation. The fact that a conviction is being appealed has no effect.
- (b) The license, if granted, must state on its face the name of the person or persons to whom it is granted, the expiration date and the address of the premises for which the license is granted. A license issued pursuant to this chapter is valid only for the location stated in the application. Should any licensee move a place of business from the place stated on the license to a new location, the licensee shall give the Chief of Police prior written notice and present the license to the Chief of Police to have the change of location noted on the license.

- (c) A license must be posted in a conspicuous place at or near the entrance to the licensed premises so that it may be easily read at any time.
- (d) If the Chief of Police determines that issuance or renewal of a license should be denied, the Chief of Police shall send to the applicant or licensee by certified mail, return receipt requested, a written statement of the reasons for the denial and of the applicant or licensee's right to appeal.

SEC. 11.262. FEES.

The annual fee for a license issued under this article is \$245.

SEC. 11-263. EXPIRATION OF LICENSE.

Each license will expire one year from the date of issuance and may be renewed only by making application as provided in Section 11-260. To ensure re-issuance of a license prior to expiration, application for renewal should be made at least 30 days before the expiration date.

SEC. 11-264. SUSPENSION.

- (a) The Chief of Police shall suspend a license for a definite period of time, not exceeding 30 days, if the Chief of Police determines that a licensee, an individual who is a business associate of the licensee in the same or a related business, or a corporate officer of the licensee, or an employee of the licensee:
 - (1) committed, in the aggregate, two or more violations of this chapter within any six-month period; or
 - (2) intentionally or knowingly impeded or refused to allow an inspection by any police officer authorized under this chapter.
- (b) The Chief of Police shall send to the licensee by certified mail, return receipt requested, a written statement of the reasons for the suspension, the date the suspension is to begin, the duration of the suspension, and the licensee's right to appeal.
- (c) A licensee whose license is suspended may not operate as a secondary metal recycler inside the city during the period of suspension.

SEC. 11-265. REVOCATION.

- (a) The Chief of Police shall revoke a license if it is determined that one or more of the following is true:
 - (1) A licensee has given a false statement as to a material matter submitted to the Chief of Police during the application process.

- (2) A licensee, an individual who is a business associate of the licensee in the same or a related business or a corporate officer of the licensee, or an employee of the licensee has been convicted within a two-year period of three or more offenses under this chapter. If a conviction is appealed, the time period between conviction and final disposition on appeal of the conviction is not included in calculating the two-year period if the conviction is affirmed.
- (3) A licensee has been convicted of any felony or of a Class A misdemeanor involving theft or fraud, including but not limited to theft, robbery, burglary, forgery, criminal simulation, deceptive business practices, securing execution of document by deception or any other similar state or federal criminal offense, and three years have not elapsed since the termination of any sentence, parole or probation. The fact that a conviction is being appealed has no effect.
- (4) A licensee has been convicted of an offense under any federal or state law providing recordkeeping or licensing requirements for persons purchasing or selling regulated **and/or non-regulated** metal property, and three years have not elapsed since the termination of any sentence, parole or probation. The fact that a conviction is being appealed has no effect.
- (5) A cause for suspension under Section 11-264 has occurred and the license has already been suspended at least once within the preceding 12 months.
- (6) The licensee does not qualify for a license under Section 11-261(a).
- (b) The Chief of Police shall send to the licensee by certified mail, return receipt requested, a written statement of the reasons for the revocation and of the licensee's right to appeal.
- (c) When the Chief of Police revokes a license, the revocation will continue for one year, and the licensee may not be issued a license for one year from the date revocation became final. If, subsequent to revocation, the Chief of Police finds that the basis for the revocation action has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the date the revocation became final. If the license was revoked under Subsection (a) (3) or (a) (4) of this section, an applicant may not be granted another license within three years of the termination of any sentence, parole or probation.

SEC. 11-266. APPEAL.

If the Chief of Police denies issuance or renewal of a license, or suspends or revokes a license, the aggrieved party may appeal the decision of the Chief of Police to the City Manager within 30 days. The action of the Chief of Police is final unless a timely appeal is made. The filing of an appeal stays the action of the Chief of Police in suspending or revoking a license until the City Manager makes a final decision.

SEC. 11-267. TRANSFER OF LICENSE.

(a) A licensee shall not:

- (1) transfer a license issued under this chapter to another; or
- (2) operate a business engaged in the purchase of regulated metal property for resale or salvage use under the authority of a license at any location other than the address designated in the license application.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Kennedale, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

All rights and remedies of the City of Kennedale, Texas, are expressly saved as to any and all violations of the provisions of the Code of Kennedale which have accrued at the time of the effective date of this ordinance and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be effected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than five hundred dollars (\$500.00) for each offense.

SECTION 6.

The City Secretary of the City of Kennedale is hereby authorized to publish this ordinance in book or pamphlet form for general distribution among the public and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 7.

This ordinance shall be in full force and effect on July 1, 2008, and after its publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 20T" DAY OF MAY, 2008.

MAYOR, BRYAN LANKHORST

ATTEST:

KATHY TURNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

DATE: _____

ADOPTED: _____

EFFECTIVE: _____

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Discuss and consider pavilion rate changes as recommended by the Parks and Recreation Board.

II. Originated by:

Celeste Brown, Administrative Assistant
Larry Hoover, Streets and Parks Supervisor

III. Summary:

In order to make the pavilion's more available to non-Kennedale residents the Parks and recreation Board is recommending a decrease in the non-resident rate as well as the rate for an all day rental. The new rates are as follows:

Residents

\$50.00 refundable deposit

2 hours - \$35.00

4 hours - \$65.00

6 hours - \$90.00

8 hours - \$115.00 (proposed change to Full day - \$115.00) * full day is maximum 6 am - 10 pm

Non-residents

\$50.00 refundable deposit

2 hours - \$135.00 (proposed change to \$75.00)

4 hours - \$165.00 (proposed change to \$105.00)

6 hours - \$190.00 (proposed change to \$130.00)

8 hours - \$215.00 (proposed change to Full day - \$115.00)

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Rental History - Addresses	pavilion rental rates_0001.pdf
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Renters Name	Date reservation was made	Pavilion Reserved			Time reserved	Paid in full	Copy of signed Agreement Given to Renter		Phone Number	Mailing Address	Refunded deposit
		Date reserved	Pavilion Reserved								
Christina Garcia	10/6/2009	10/10/09	TownCenter		6:00-8:00 pm	yes on 10/06/09	Yes		817-729-3264	3316 Moberly St. Fort Worth 76119	yes
Nereida Crandall	10/8/2009	10/11/09	TownCenter		2:00-4:00 pm	yes on 10/08/09	yes		817-563-5810hm 817-475-1017c	325 Spring Branch Lane Kennedale 76060	yes
Larissa Peterson	3/23/2010	4/10/10	TownCenter		3:00 - 5:00 pm	yes on 03/23/2010	yes		817-907-7672	312 W. Broadway Kennedale, TX 76060	yes
		9/13/10	TownCenter		4:00 - 6:00 pm	yes on 09/13/2010	yes		214-908-2258	342 Spring Branch Kennedale, Tx 76060	yes
			TownCenter		2:00 - 4:00 pm	yes on 03/11/2011	no		817-247-2509	901 Buffalo Springs Drive Fort Worth, TX 76140	yes
Janice Rainwater	3/14/2011	4/16/11	TownCenter		1:00 - 3:00 pm	yes on 03/14/2011	no		817-478-1832	710 Paula Street Kennedale, TX 76060	yes
1st Baptist Church	3/15/2011	5/15/11	Sonora Park		4:00 8:00 pm	yes on 03/23/2011	yes		817-478-6623	P.O. Box 295 Kennedale, TX 76060-6623	yes
Jana Donaldson	3/14/2011	3/26/11	Sonora Park		11:00 - 1:00 pm	Paid in full on 03/21/2011	Yes		817-478-7397	1113 Kennedale Sublett Kennedale, TX 76060	yes
Stormy Hall	3/29/2011	4/24/11	TownCenter		12:00 - 4:00 pm	Paid in full on 04/15/2011	no		817-330-3177	204 Pine Meadow Drive Unit A Kennedale, TX 76060	yes
Candice Oster	4/15/2011	4/23/11	Sonora Park		12:00 - 2:00 pm	Paid in full on 04/20/2011	Yes		817-205-3679	1873 Kings Canyon Circle Fort Worth, TX 76134	yes
DaNell Johnson	4/20/2011	5/7/11	TownCenter		1:00 - 3:00 pm	Paid in full on 04/28/2011	Yes		817-209-8543	1112 Greenview Lane Kennedale, TX 76060	yes
Debbie Laporte	4/27/2011	5/29/11	Sonora Park		1:30 - 5:30 pm	paid in full on 04/27/2011	yes		817-483-0176	6409 Kelly Elliott Arlington, TX 76001	yes
Edsel Ford	5/4/2011	5/28/11	TownCenter		2:00 - 4:00 pm	paid in full on 05/04/2011	Yes		817-478-6580	P.O. Box 703 Kennedale, TX 76060	yes
Marsha Knox	5/5/2011	5/21/11	TownCenter		3:00 - 5:00 pm	paid in full on 05/05/2011	Yes		817-903-2556	200 Hiitop Drive Kennedale, TX 76060	yes
Jennifer Ramey	5/6/2011	5/8/11	Sonora Park		2:00 - 4:00 pm	paid in full on 05/06/2011	Yes		214-478-9088	601 Pennsylvania Ave Kennedale, TX 76060	yes
Chris Willson	5/9/2011	5/15/11	Sonora Park		12:00 - 2:00 pm	paid in full on 05/09/2011	Yes		817-913-9427	480 Little School Rd Kennedale, TX 76060	yes
Drew Godwin	5/10/2011	5/21/11	Sonora Park		11:00 - 1:00 pm	paid in full on 5/20/2011	Yes		817-944-9531	200 Gatewood Circle E. Burleson, TX 76028	
Jennifer Bozorgnia	5/13/2011	6/11/11	Sonora Park		10:00 -2:00 pm	05/13/2011	Yes		817-985-2141	405 Municipal Drive Kennedale, TX 76060	
Jerica Hill	5/16/2011	5/21/11	Sonora Park		4:30 - 6:30 pm	paid deposit on 05/16/2011	Yes		817-822-4812	7001 Eden Tap Rd Kennedale, TX 76060	yes
Stormy Hall	5/16/2011	5/28/11	Sonora Park		1:00 - 3:00 pm	paid in full on 05/16/2011	Yes		817-330-3177	Unit A Kennedale, TX 76060	yes
Nadia Ramirez	5/16/2011	5/21/11	Sonora Park		2:00 - 4:00 pm	paid in full on 05/16/2011	Yes		817-349-1643	6501 Falcon River Way Apt 212 Arlington, TX 76001	yes
Carla Turner	5/27/2011	6/4/11	Sonora Park		5:00 - 7:00 pm	paid in full on 5/27/2011	Yes		817-572-5026	S911 Colebrook Court Arlington, TX 76017	
David Rutkowski	5/25/2011	6/5/11	Sonora Park		3:00 - 5:00 pm	paid in full on 06/02/2011	Yes		817-521-0604	3329 Reed Street Fort Worth, TX 76119	

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS – D through K.

I. Subject:

Consider applications and appoint 2011-2013 seats for city boards and commissions.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

For regular agenda items D - K:

Appointments to:

D. PLANNING AND ZONING COMMISSION
E. BUILDING BOARD OF APPEALS
F. BOARD OF ADJUSTMENT
G. KEEP KENNEDALE BEAUTIFUL COMMISSION
H. LIBRARY ADVISORY BOARD
I. PARKS AND RECREATION BOARD
J. ARTS AND CULTURE BOARD
K. COMPREHENSIVE PLAN TASK FORCE

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

Approve

VII. Alternative Actions:

Appoint members as deemed necessary.

VIII. Attachments:

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS - L.

I. Subject:

Discuss and consider delegating a councilmember to serve on the TownCenter Development District Board.

II. Originated by:

Bob Hart, City Manager

III. Summary:

The Council needs to appoint a current seat-holder to the TownCenter Development District, as Jerry Miller is no longer on the council.

TDD seats are set up as follows:

Mayor

Mayor Pro-Tem

Designated Councilmember (need to fill)

KEDC President

KEDC VP

IV. Fiscal Impact Summary:

none

V. Legal Impact:

none

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS - M.

I. Subject:

Discuss and consider designation of a council representative to the North Central Texas Regional Council of Governments.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Kelly Turner is the current representative.

IV. Fiscal Impact Summary:

none

V. Legal Impact:

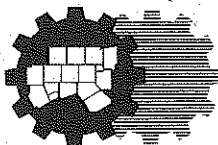
none

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1. NCTCOG - Designate Voting Rep	NCTCOG Designation of Voting Rep.pdf
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North Central Texas Council Of Governments

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS Designation of Voting Representative

As a member of the North Central Texas Council of Governments,

_____ *hereby designates the following elected*
(name of county, city, school district, or special district)

official to serve as its voting representative to NCTCOG's General Assembly.

Name: _____ Title: _____

Email: _____

Mailing Address: _____

Telephone: _____

Signed: _____ Title: _____

FOR YOUR INFORMATION

Under the Bylaws of the North Central Texas Council of Governments, each member government is entitled to one voting representative on the General Assembly. The **voting representative must be an elected official from the governing body of the member government.** This voting representative serves as a liaison between the local government and NCTCOG; receives publications and announcements from NCTCOG; and is eligible to vote on proposed Bylaws amendments and for candidates to serve on NCTCOG's Executive Board. A city or county official must be a designated voting representative in order to be considered for service on the Executive Board.

Some voting representatives may have retired from office or some member governments may wish to select a different representative from the one currently serving. Therefore, NCTCOG annually requests recertification of voting representatives – usually after the municipal/school board elections. Use this form to designate your official voting representative to NCTCOG. If you wish, you have the option to list your **existing voting representative, without formal reappointment**, unless that person is no longer in office.

**Please return form by Thursday, June 16, 2011 to: NCTCOG, Attn. Alice Webster
P. O. Box 5888, Arlington, TX 76005-5888
FAX: 817-704-2542**

Date: June 9, 2011

Agenda Item No: REGULAR ITEMS - N.

I. Subject:

Discuss and consider designation of a council representative to the Air North Texas Organization.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Discuss Air North Texas and the benefits of designating a representative to the organization.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments: