
405 Municipal Drive, Kennedale, Texas 76060

AGENDA
KENNEDALE CITY COUNCIL
REGULAR MEETING - August 11, 2011
CITY COUNCIL CHAMBERS

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

I. CALL TO ORDER

II. WORK SESSION

***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. Discuss options for conducting the May 2012 general election.
- B. Discuss economic development incentive strategies.
- C. Update on water restrictions.
- D. Present information and receive guidance on potential revisions to noise regulations and to oil and gas regulations.
- E. Effective Tax Rate & Rollback Tax Rate Summary
- F. Discuss other agenda items as needed.

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

VIII. 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.

IX. 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. Present Police Department Life Saving Awards.
 - Shannan DeFrancisco
 - James Peterson

- B. Library Summer Reading Program Winners

- C. Mayor: Updates and information, if any.

- D. Councilmembers: Updates and information, if any.

- E. City Manager: Updates and information, if any.

- 1. Economic Development Corporation 2011-2012 budget update.

X. 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 regular meeting minutes dated July 14th, 2011.

- B. Consider officially designating the position of City Secretary to encompass the duties of Records Manager and Elections Administrator.

C.

Discuss and consider approval of AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

D.

Consider approval of AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC" OR "STEERING COMMITTEE") AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" or "COMPANY") REGARDING THE COMPANY'S FOURTH ANNUAL RATE REVIEW MECHANISM ("RRM") FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AND EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

E. Consider approval of A RESOLUTION WAIVING TAXES FOR 1000 EAST KENNEDALE PARKWAY.

F. Consider authorizing the Mayor to sign an agreement with Naval Air Station Firearms Range Agreement for firearms range services for police training.

G. Consider approving the City Manager to execute an interlocal agreement for participation in the City of Fort Worth's Environmental Collection Center Household Hazardous Waste Program.

H.

Discuss and consider AN ORDINANCE OF THE CITY OF KENNEDALE, AMENDING SECTION 2 OF ORDINANCE NO. 353; AMENDING THE FEE SCHEDULE TO REFLECT THE SAME; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

XI. REGULAR ITEMS

A. Discuss and consider authorizing the City Manager to approve and sign agreements awarding bids for health, dental, life, and accidental death and dismemberment insurance coverage, and flexible spending accounts.

B. Discuss and consider appointing LaCresha Sanders to Place 2 on the Keep Kennedale Beautiful Commission.

C. Discuss and consider appointing Ernest Harvey as Chair and Charles Overstreet as Vice-Chair of the Planning and Zoning Commission, as recommended by that Commission.

D.

Discuss and consider A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS ESTABLISHING AN ATTENDANCE POLICY FOR ALL MEMBERS OF ALL CITY BOARDS AND COMMISSIONS AND PROVIDING AN EFFECTIVE DATE.

E.

Conduct a public hearing, review, and consider action to approve Case PZ 11-07, final plat requested by McCaslin Holdings for approximately 3.776 acres located on Bowman Springs Road, more particularly described as a portion of Lot 1, Block 1 Gaona Addition and a tract in the J Prickett Survey A 1225 and the E R Mingus Survey A 1075, City of Kennedale, Tarrant County, Texas.

F. Consider authorizing the City Manager to execute a contract with Halff and Associates to conduct a flood control study on Village Creek in an amount not to exceed \$75,000

G.

Discuss and Consider ADOPTING BY REFERENCE THE TEXAS FOOD ESTABLISHMENT RULES: AN ORDINANCE REGARDING THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, TEMPORARY FOOD ESTABLISHMENTS, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS; REQUIRING PERMITS FOR FOOD MANAGERS AND FOOD HANDLERS AND PROCEDURES FOR THE SUSPENSION OR REVOCATION OF PERMITS; REQUIRING CONSTRUCTION PLANS FOR FOOD ESTABLISHMENTS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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.

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 August 11, 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: 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 style and is positioned above a horizontal line.

Amethyst G. Cirno, City Secretary

Date: August 11, 2011

Agenda Item No: WORK SESSION - A.

I. Subject:

Discuss options for conducting the May 2012 general election.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Discuss the potential implications of Senate Bill 100 on the May elections, including potential changes in the date of the general election, current position terms, equipment logistics, and the potential to continue contracting with Tarrant County.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: WORK SESSION - B.

I. Subject:

Discuss economic development incentive strategies.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Bob Hart will present information on certain strategies currently being discussed by the KEDC.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: WORK SESSION - C.

I. Subject:

Update on water restrictions.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Brief update on Tarrant Regional Water District's media campaign related to water conservation and the likely stage one drought in September.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: WORK SESSION - D.

I. Subject:

Present information and receive guidance on potential revisions to noise regulations and to oil and gas regulations.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

The Planning & Zoning Commission is working on recommendations for oil and gas-related city code amendments intended to address concerns that have arisen since the last amendments were adopted. After several work session discussions, the Commission is ready to move forward with its recommendations but would like input from City Council before taking any official action on these recommendations, which are described below.

Oil and Gas Code.

During a recent Board of Adjustment meeting, the BOA expressed concern about how the code revisions adopted last year provide for an exception to the habitable structure/protected use waiver requirement. The revisions provided a special exception process, but special exceptions apply to land uses, and the waiver issue is about the process of applying for a drilling permit and does not truly concern a land use. BOA would prefer a different means of providing for an exception to the waiver requirement and asked staff to ask the Planning & Zoning Commission to consider drafting changes to our regulations. After discussing the issue, the Commission determined the best solution may be remove the portions of the code allowing for a waiver exception. The Commission is considering making a recommendation to Council to again require operators who want to drill closer than 600 feet to a protected use to have waivers from 100% of the affected property owners. Until last year, obtaining 100% of the needed waivers was the standard procedure for operators wanting to drill between 300 feet and 600 feet from a protected use.

The Commission is also reviewing how the city regulates sound related to oil and gas operations. Noise continues to be a problem with gas well sites, and updating our regulations can resolve some of these issues. In addition, the Commission is considering revisions that would move the noise-related regulations for oil and gas to the nuisance noise section of the code so that all noise-related regulations are grouped together. The recommendations under consideration by the Commission are described below.

Nuisance Noise Regulations.

Our noise regulations do not regulate low-frequency sounds or pure tones. Low-frequency sounds are not generally considered a nuisance in terms of loudness, but studies have shown that these sounds are a nuisance and can have a negative affect on quality of life. A report prepared for the Department of

Environment, Food, and Rural Affairs in the United Kingdom states that reported effects of low-frequency noise “include annoyance, stress, irritation, unease, fatigue, headache, possible nausea and disturbed sleep” (Casella Stanger 2001, p. 6). Because these sounds can diminish quality of life, the city should ensure it has adequate standards in place to monitor and regulate them. Pure tones can also be an irritant and are not regulated by our city code. The Commission is considering recommending code amendments that would regulate low-frequency sounds and pure tones and would move oil & gas-related noise regulations to the noise nuisance section of the city code.

IV. Fiscal Impact Summary:

None at this time. Code revisions will require public hearings; cost of legal notices is approximately \$200 - \$300 per notice. City staff will acquire Type I sound meter capable of monitoring low-frequency sounds, but cost will be covered by oil & gas permit fees.

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: WORK SESSION - E.

I. Subject:

Effective Tax Rate & Rollback Tax Rate Summary

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

Per our 2011 Tax Rate Worksheet calculations, the City's overall rollback tax rate is \$.810280 (adjusted down from \$.897774 for sales tax), and the overall effective tax rate is \$.703172.

The Property Tax Code specifies that "when a proposed rate exceeds the rollback rate or the effective rate, whichever is lower, the taxing unit's governing body, other than for a small taxing unit, a water district or a school district, must vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item."

The Fiscal Year 2011-12 Proposed Budget is funded with a proposed tax rate of \$0.722500 per \$100 valuation, and it represents no change from the current year. However, because the proposed rate is below the overall rollback tax rate and above the overall effective tax rate, the City is required to conduct two separate tax public hearings and follow strict publication and notice guidelines as prescribed by the State. In addition to the aforementioned hearings, the City Council must also "Vote To Place A Proposal To Adopt A Tax Rate (generating more revenue than in the previous year) On A Future Agenda." This vote would normally occur during Council's regular August session, but because our Budget Retreat will not take place until afterwards on 08/13/11, this vote is scheduled to occur on 08/25/11 during one of three special called sessions (08/25, 09/15, 09/22) previously approved by Council in May 2011.

08/11/11	Council Workshop On Effective Tax Rate & Schedules
08/12/11	Publish Notice Of Effective Tax Rate & Schedules
08/25/11	Vote To Place Proposal For Tax Increase On Future Agenda
08/26/11	Publish Notice of Public Hearing On Budget
08/26/11	Publish 1st Notice of Public Hearing On Tax Increase
09/08/11	Hold Public Hearing On Budget
09/08/11	Hold 1st Public Hearing On Tax Increase
09/15/11	Hold 2nd Public Hearing On Tax Increase
09/22/11	Adopt Budget & Adopt Tax Rate

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	Notice of Effective Tax Rate	6 - Notice Of Effective Tax Rate.pdf
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2011 Property Tax Rates in City of Kennedale

This notice concerns the 2011 property tax rates for City of Kennedale. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$2,971,135
Last year's debt taxes	\$787,635
Last year's total taxes	\$3,758,770
Last year's tax base	\$520,244,983
Last year's total tax rate	\$0.722500/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$3,753,845
÷ This year's adjusted tax base (after subtracting value of new property)	\$533,844,088
=This year's effective tax rate	\$0.703172/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$3,417,037
÷ This year's adjusted tax base	\$533,844,088
=This year's effective operating rate	\$0.640081/\$100
x 1.08=this year's maximum operating rate	\$0.691287/\$100
+ This year's debt rate	\$0.206487/\$100
= This year's total rollback rate	\$0.897774/\$100
-Sales tax adjustment rate	\$0.087494/\$100
=Rollback tax rate	\$0.810280/\$100

Statement of Increase/Decrease

If City of Kennedale adopts a 2011 tax rate equal to the effective tax rate of \$0.703172 per \$100 of value, taxes would increase compared to 2010 taxes by \$50,230.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	839,902
General Fund Debt Service	57,853

Schedule B - 2011 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
1999 \$381K QUINT	38,239	5,016	0	43,255
2005 \$790K CO	35,000	27,019	0	62,019
2006 \$300K TAX NOTE	45,000	3,154	0	48,154
2007 \$4.365M GO	148,200	82,860	0	231,060
2007 \$2.735M CO	135,000	86,700	0	221,700
2008 \$4.5M CO	105,000	180,705	0	285,705
2009 \$154K ESG LEASE	20,474	5,258	0	25,732
2010 \$2.0M CO	75,000	78,119	0	153,119
2011 \$3.260M CO	150,000	119,192	0	269,192
MISC AMOUNT TIED TO DEBT	0	0	16,700	16,700

Total required for 2011 debt service	\$1,356,636
- Amount (if any) paid from Schedule A	\$0
- Amount (if any) paid from other resources	\$238,119
- Excess collections last year	\$0
= Total to be paid from taxes in 2011	\$1,118,517
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2011	\$0
= Total debt levy	\$1,118,517

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$473,941 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 405 Municipal Drive, Kennedale TX 76060.

Name of person preparing this notice: Sakura Moten-Dedrick

Title: Director of Finance & IT

Date Prepared: 08/06/2011

Date: August 11, 2011

Agenda Item No: WORK SESSION - F.

I. Subject:

Discuss other agenda items as needed.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Present Police Department Life Saving Awards.

- Shannan DeFrancisco
- James Peterson

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

On 06-05-2011 a 48 year old female was arrested for narcotics possession. During the booking process she gave no indication of intentions to harm herself. Approximately 15 minutes after the female was placed in a cell, dispatcher Shannan DeFrancisco observed via the camera monitor that the female appeared to have tied an article of clothing around her neck and was attempting to hang herself. DeFrancisco immediately called for on-duty officers to respond to the jail. Officer James Peterson, who was in the main part of the building writing a report, immediately responded and found the inmate unconscious and hanging by her shirt. Officer Peterson cut the inmate down and her breathing was restored almost immediately. The inmate regained consciousness quickly and was transported to JPS Hospital for treatment and observation. Because of our employees' focus on safety and their quick actions, the inmate's life was saved. Their actions brought credit to the Police Department and prevented an unnecessary death.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Library Summer Reading Program Winners

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

Library Reading Program presents top readers for the most books read and the most minutes read

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Mayor: Updates and information, if any.

II. Originated by:

III. Summary:

Time allotted for Mayor Lankhorst to speak on any topics deemed necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - D.

I. Subject:

Councilmembers: Updates and information, if any.

II. Originated by:

III. Summary:

Time allotted for any councilmember to address the council, staff, or citizens on topics deemed necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REPORTS/ANNOUNCEMENTS - E.

I. Subject:

City Manager: Updates and information, if any.

II. Originated by:

III. Summary:

Time allotted for the City Manager to address the Council with any updates or information deemed necessary.

Bob Hart will present information on the 'America's Favorite Park' contest. Please see attachment for more information.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	park	americas favorite park info_0001.pdf
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National Recreation
and Park Association



Win \$100,000 and The Title of "America's Favorite Park"



Does one of your parks need money for much-needed improvements? Well now it only takes the click of a button!

This summer, Coca-Cola is kicking off the second annual **America Is Your Park** campaign that encourages families to get active outdoors in parks across the country.

Encourage your citizens to vote on www.LivePositively.com for a park in your area to win the title of "America's Favorite Park" and a 100,000 recreation grant!

America Is Your Park was developed by Coca-Cola in collaboration with NRPA. The Coca-Cola Live Positively initiative will award a \$100,000 recreation grant to the park with the most votes, a \$50,000 grant to the second-place park, and a \$25,000 grant to the third-place park. These grants can help buy new equipment, restore activity areas, build trails, or simply make your park an overall better place for your citizens

Get active and vote on www.LivePositively.com by Sept. 6, 2011, so one of your parks can be crowned America's favorite this summer!

Last year's winner, Bear Head Lake State Park in Ely, Minn., beat out hundreds of others to be named "America's Favorite Park." This small park received more than 1.6 million votes.

So get your park supporters active outdoors spreading the word, conducted voting drives, and energizing online social networks!



22377 Belmont Ridge Rd., Ashburn, VA 20148

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NRPA
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Date: August 11, 2011

Agenda Item No: City Manager: Updates and information, if any. - 1.

I. Subject:

Economic Development Corporation 2011-2012 budget update.

II. Originated by:

III. Summary:

Bob Hart will give a brief update on the EDC budget process. More detail on the subject will be presented at the meeting on Saturday, August 13.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider approval of regular meeting minutes dated July 14th, 2011.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached minutes for approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1. July Minutes	7.14.2011_MINUTES_City Council Regular Meeting.doc
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405 Municipal Drive, Kennedale, Texas 76060

**AGENDA
KENNEDALE CITY COUNCIL
REGULAR MEETING - July 14, 2011
CITY CHAMBERS**

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

I. CALL TO ORDER

II. WORK SESSION

The work session was called to order at 5:35pm.

***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. Discuss potential appointments to city boards and commissions.

City Council held a discussion on all applicants for each board and commission.

B. Presentation regarding Storm Water Permit updates by Sol Stigall from Teague, Nall and Perkins.

Sol Stigall from TNP presented a video and information related to recent updates to the stormwater permitting process, noting that Kennedale was well on track and that the current permit period will end in August of 2012 and that we will need to reapply at that time.

C. Discuss board and commission attendance policies.

This item has been moved to regular session for discuss due to time constraints, and will be likely be on the agenda for the regular council meeting in August

III. REGULAR SESSION

The regular session was called to order at 7:10pm.

IV. ROLL CALL

Roll Call.

Present: Councilmember Frank Fernandez, Mayor Pro-Tem John Clark, Councilman Brian Johnson, Councilman M. Kelly Turner, Councilwoman Liz Carrington, Mayor Bryan Lankhorst (Not Voting).

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

VIII. 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.

1. Pat Doescher, Chairman of the Chamber of Commerce invited the council to the next Chamber Luncheon which will be held at Life Fellowship Church from 1130a to 1:00pm on July 20th.
2. Kristyn Sanders approached the council regarding recycling in Kennedale. She presented a variety of facts on the issue.

IX. 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. Presentation of Texas City Management Association (TCMA) City Council of the Year award by Bill Keffler, City Manager of Richardson, TX and immediate past TCMA President.

Bill Keffler formally presented the Texas City Managers Association 'City Council of the Year' award to the Council.

B. Recognition presentation by Norm King from the Kennedale Rotary Club.

Norm King, current President of the Kennedale Rotary Club presented the Paul Harris Fellowship Award to Councilmember Brian Johnson.

- C. Mayor: Updates and information, if any
- Presentation of certificate of recognition to Michael Chandler

The City Council presented a certificate of recognition to Michael Chandler in thanks for his voluntary assistance during the citywide trash collection day.

- D. Councilmembers: Updates and information, if any.

- E. City Manager: Updates and information, if any.
- FY2011/12 budget strategy and process update.

Bob Hart presented a brief update on the upcoming budget meetings, schedules, and general outlook for the budget process.

X. 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 regular meeting minutes dated June 9, 2011.
- B. Discuss and consider approval of Change Order #5 for Bowman Springs Road.
- C. Discuss and consider authorizing the City Manager to sign an agreement with the City of Arlington for improvements to Bowman Springs Road.
- D. Consider designating Amethyst Cirimo as official city Records Manager and Elections Administrator.
- E. Consider authorizing the Mayor to sign a Dedication Instrument for property on Little School Road.

Motion: To approve the consent agenda as presented. **Action:** Approve, **Moved by** Councilman M. Kelly Turner, **Seconded by** Councilwoman Liz Carrington.
Motion passed unanimously.

XI. REGULAR ITEMS

- A. Presentation by Dr. Kenneth Tramm on different approaches to air monitoring

Rachel Roberts presented background information on the City's interest in air quality testing in regard to oil and gas wells.

Dr. Tramm presented information on the various possibilities and air testing methods available. City Council

Dr. Tramm recommended some site screening and trending, then move to snapshots if necessary. The recommended distance for testing varies greatly and depends upon a number of variables including wind and level of release.

Liz Carrington asked for information on fracking chemicals, and Dr. Tramm described several aspects of geology and hydrology that affect potential transfer of chemicals to aquifers around the country.

B. Public hearing regarding the 2010 Water Quality Report.

- Staff Presentation
- Public Hearing
- Follow-up Staff Comments
- Acceptance of Report

Larry Ledbetter presented information on the most recent water quality information.

No one requested to speak at the public hearing.

Motion: To accept the 2010 Water Quality Report as presented. **Action:** Accept, **Moved by** Councilman Brian Johnson , **Seconded by** Councilwoman Liz Carrington. Motion passed unanimously.

C. Discuss and consider electing a councilmember to the position of Mayor Pro-Tem.

Motion: To elect councilmember John Clark as Mayor Pro-Tem., **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Councilman M. Kelly Turner.

Vote: Motion passed (**Summary:** Yes = 4, No = 0, Abstain = 1).

Yes: Frank Fernandez, Councilman Brian Johnson , Councilman M. Kelly Turner, Councilwoman Liz Carrington.

Abstain: Mayor Pro-Tem John Clark.

D.

Discuss and consider approval of AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS (1991), AS AMENDED, BY ADDING ARTICLE III "EROSION AND SEDIMENT CONTROL" TO CHAPTER 17 "PLANNING AND LAND DEVELOPMENT" TO REQUIRE A SEDIMENT CONTROL PLAN FOR CERTAIN CONSTRUCTION OR LAND-DISTURBING ACTIVITIES; PROVIDING FOR REQUIREMENTS, REVIEW, INSPECTION AND ENFORCEMENT OF THE PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION, AND PROVIDING AN EFFECTIVE DATE.

James Crowey presented information on the proposed ordinance, stating that this ordinance would assist the city in enhancing environmental quality in the realm of construction.

John Clark questioned if this ordinance will keep the city up to date in terms of the stormwater permitting process, which James answered affirmatively.

Motion: To approve the erosion Ordinance as presented. **Action:** Approve, **Moved by** Mayor Pro-Tem John Clark, **Seconded by** Councilman M. Kelly Turner. Motion passed unanimously.

E. Consider authorizing City Manager to execute a contract with Conatser Construction for the Little School Road Project.

Bob Hart presented information and described the bid process in regard to the Little Road Project. Conatser came in with the lowest bid of \$4,113,863.30 and has done work for the city in the past.

Motion: To authorize the City Manager to execute a contract with Conatser Construction for the Little School Road project. , **Action:** Approve, **Moved by** Councilwoman Liz Carrington, **Seconded by** Councilman M. Kelly Turner.
Motion passed unanimously.

F.

Discuss and consider approval of AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS BY AMENDING THE REGULATIONS GOVERNING THE PRESERVATION OF TREES TO AMEND THE DEFINITIONS OF LANDSCAPE ADMINISTRATOR AND TREE BOARD DESIGNATING THE KEEP KENNEDALE COMMISSION AS THE TREE BOARD AND ADDING ADDITIONAL DUTIES FOR THE TREE BOARD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Kelly Cooper presented background information on the incorporation of the Tree Board responsibilities into the Keep Kennedale Beautiful Commission, which the Council has previously discussed.

Motion: To approve the Ordinance amending Chapter 16 to designate the Keep Kennedale Beautiful Commission as the Tree Board as presented. , **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Councilwoman Liz Carrington.
Motion passed unanimously.

G.

Discuss and consider AN ORDINANCE AMENDING CHAPTER 16 OF THE KENNEDALE CITY CODE, ARTICLE VII, KEEP KENNEDALE BEAUTIFUL COMMISSION, AS AMENDED; BY AMENDING THE NUMBER OF MEMBERS; THE APPOINTMENT, TERMS OF OFFICE, REMOVAL AND VACANCY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Kelly Cooper noted that due to an increase in interest for membership and an increase in potential projects, the board wishes to expand official regular members from five to seven.

Motion: To approve the amended ordinance with a change in wording to expand to seven regular members. **Action:** Approve, **Moved by** Councilman M. Kelly Turner, **Seconded by** Councilwoman Liz Carrington.
Motion passed unanimously.

H. Discuss and consider 2011-2013 Planning and Zoning Commission appointments.

Motion: To reappoint Ray Cowan and Billy Simpson to the Planning and Zoning Commission. , **Action:** Approve, **Moved by** Councilman M. Kelly Turner, **Seconded by** Councilman Brian Johnson .
Motion passed unanimously.

Motion: To reappoint David Hunn to the Planning and Zoning Commission, with the understanding that the Commission must elect a new Chair., **Action:** Approve, **Moved by** Councilman Brian Johnson ,

Seconded by Mayor Pro-Tem John Clark.

Vote: Motion passed (**Summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Frank Fernandez, Mayor Pro-Tem John Clark, Councilman Brian Johnson .

No: Councilman M. Kelly Turner, Councilwoman Liz Carrington.

Motion: To move Thomas Pirtle from his current alternate seat on the Planning and Zoning Commission to the unexpired seat of Frank Fernandez. **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Mayor Pro-Tem John Clark.

Motion passed unanimously.

I. Discuss and consider 2011-2013 Board of Adjustment appointments.

Motion: To reappoint Brian Cassady and Patrick Vader as regular members, and to reappoint Darrell Dixon and Jeff Madrid as alternates to the Board of Adjustment for 2011-2013, **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Mayor Pro-Tem John Clark.

Vote: Motion passed (**Summary:** Yes = 4, No = 1, Abstain = 0).

Yes: Frank Fernandez, Mayor Pro-Tem John Clark, Councilman Brian Johnson, Councilwoman Liz Carrington.

No: Councilman M. Kelly Turner.

J. Discuss and consider 2011-2013 Parks and Recreation Advisory Board appointments.

Motion: To reappoint David Deaver to Place 1, Michael Chandler to Place 3, Cruz Pitre to Place 5, to appoint Stephen Brim to Place 6 as an alternate and Jill Turner to Place 7 as an alternate to the Parks and Recreation Advisory Board., **Action:** Approve, **Moved by** Councilman M. Kelly Turner, **Seconded by** Councilwoman Liz Carrington.
Motion passed unanimously.

K. Discuss and consider 2011-2013 Keep Kennedale Beautiful Commission appointments.

Motion: To reappoint Wayne Wooten to Place 1 and Wilda Turner to Place 5 on the Keep Kennedale Beautiful Commission., **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Councilman M. Kelly Turner.
Motion passed unanimously.

Motion: To appoint NaMicha Boyd to Place 3, Rachel Rogers to Place 6, and Vike Chandler to Place 7 on the Keep Kennedale Beautiful Commission., **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Councilman M. Kelly Turner.
Motion passed unanimously.

L. Discuss and consider 2011-2013 Library Advisory Board appointments.

Motion: To reappoint Elaine Brower to the Library Advisory Board., **Action:** Approve, **Moved by** Councilman Brian Johnson , **Seconded by** Mayor Pro-Tem John Clark.
Motion passed unanimously.

M. Discuss and consider 2011-2013 Building Board of Appeals appointments.

Motion: To reappoint Brian Cassady to Place 3, Randall Swiney to Place 5, Bill Munn to Place 7, and

to appoint Jeffery Nevarez to Place 1 of the Building Board of Appeals., **Action:** Approve, **Moved by** Councilwoman Liz Carrington, **Seconded by** Councilman Brian Johnson .
Motion passed unanimously.

N. Discuss and consider 2011-2013 Arts and Culture Advisory Board appointments.

Motion: To reappoint Felipe Gutierrez to Place 1, Lori Bryan to Place 3, Randy Bell to Place 7, and to appoint Jeffery Nevarez to Place 5 of the Arts and Culture Advisory Board. , **Action:** Approve, **Moved by** Councilman M. Kelly Turner, **Seconded by** Mayor Pro-Tem John Clark.
Motion passed unanimously.

O. Discussion to provide direction to the planning and zoning commission and staff concerning the zoning of the remaining Wal-Mart pad-site.

Bob Hart presented background on the site, noting that current zoning excludes the bank that has expressed interest in occupying the site. Mr. Hart asked for direction from the council in regard to potential action on this matter.

The Council indicated that they were not inclined to adjust zoning to allow for a bank to enter this location.

P. Work Session Item C: Discuss attendance policies for boards and commissions was moved to regular session.

The council expressed a desire to set an annual attendance rate of at least 75% for continuance as a member. All alternates should attend all meetings as well, and be involved in all discussions, but will not be allowed to vote unless they are filling in for a regular member. The Mayor also recommended that some degree of minimum training for all new members on effective governance and board relations.

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.

No executive session was held.

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

XIV. ADJOURNMENT

Motion: To adjourn., **Action:** Adjourn, **Moved by** Councilman Brian Johnson , **Seconded by** Councilwoman Liz Carrington.
Motion passed unanimously.

The meeting was adjourned at 9:48pm.

UNOFFICIAL

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider officially designating the position of City Secretary to encompass the duties of Records Manager and Elections Administrator.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

On the July agenda there was an item to consider naming the individual holding the position as Records Manager and Elections Administrator. It has since been brought to my attention that the better way to designate this is to officially place those responsibilities on a city position, which negates the need to re-designate by individual name throughout the years.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Discuss and consider approval of AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

The purpose of this ordinance is to set forth those fees and charges authorized to be charged by the City of Kennedale pursuant to specific authorization by the City Council. Fees and charges help offset both direct and indirect costs associated with the administration, investigation and implementation of ordinances and regulations applicable to development, as well as numerous other City activities and operations.

The City Council last approved revisions to this "schedule" of fees and charges on October 14, 2010 (Administrative: Printouts/Copies For Plotter). For the purposes of this update, City staff would like to incorporate an addition under Administrative, specifically as it applies to Utility Billing and Water Services. The addition of this fee will enable the City to recover the cost of employee labor and equipment whenever the Water Department is forced to "crimp" and reconnect water services at the main. Generally, the City will "shut-off" services only at the meter due to non-payment; however, on occasion, we will experience customers that turn water back on or install "jumpers" to continue water flow and get around paying for water. This option cuts-off water at the main to ensure no water flow until an account is paid in full.

New changes to the schedule are denoted in red on attached Schedule of Fees.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Schedule of Fees Ordinance	Schedule of Fees Ordinance.docx
2.	Exhibit A: Fee Schedule	Schedule of Fees (Current).xls

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-3 OF THE KENNEDALE CITY CODE (1991), AS AMENDED, BY AMENDING, REPEALING, OR PROVIDING FOR FEES FOR CERTAIN CITY SERVICES; PROVIDING FOR THE ADOPTION OF ADDITIONAL FEES BY ORDINANCE; PROVIDING FOR THE REPEAL OF FEES INCONSISTENT WITH THE FEES ESTABLISHED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, in order to offset costs associated with the administration, investigation and implementation of ordinances and regulations applicable to development and other activities, the City Council has previously established a schedule of fees; and

WHEREAS, the City Council now desires to update its schedule of fees by amending or repealing certain fees and adopting new fees; and

WHEREAS, the City Council desires to repeal all previously adopted fees, which are inconsistent with fees established by this ordinance.

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

SECTION 1.

Section 2-3 of the Kennedale City Code (1992), as amended, is hereby amended to read as follows:

“Sec. 2-3. Fees for Licenses, Inspections, Permits, etc.

- (a) All persons, firms or corporations applying for licenses, inspections, permits or other city services, activities or uses that, by their nature, require the applicant to pay a fee incident to such application, shall be required to pay the following fees as established in Exhibit “A.”

- (b) The City Council shall periodically review the need for and the amount of fees for city services, uses and activities and shall adopt or revise it from time to time.
- (c) In addition, the fees established in paragraph (a) above, the City Council may adopt other ordinances from time to time establishing various fees for city services, activities and uses.
- (d) It shall be a violation of this Section to conduct any activity or commence any use for which the payment of a fee is required unless such fee has been paid.”

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of Kennedale, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared 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 4.

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. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of Section 2-3 of the Kennedale City Code (1991), as amended, or any other ordinance or code provision affecting fees 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 affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Kennedale is hereby directed to publish the caption, penalty clause, publication clause and effective date of this ordinance in every issue of the official newspaper of the City of Kennedale for two days, or one issue of the newspaper if the official newspaper is a weekly newspaper, as authorized by Section 52.011 of the Local Government Code.

SECTION 7.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 11th day of August 2011.

APPROVED:

Mayor, Bryan Lankhorst

ATTEST:

Amethyst Cirimo, City Secretary

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

ADMINISTRATIVE FEES (CURRENT)

Ballfields

KYA-Annual Lease Agreement

Day \$20.00

Night \$40.00

Business License \$15.00

Itinerant Vendor License \$100.00

Certificate of Occupancy \$55.00

Credit Card Fees

Municipal Court 3%

When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.

Utility Billing \$1.00

When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.

Permitting 3%

When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.

Miscellaneous/Other Activity \$1.00

When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.

If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.

~~Returned Check~~ \$25.00

Returned Check \$30.00

State Change

Request For

Annexation \$200.00

Zoning Change or Amendment \$500.00 0-10 Acres

\$1,500.00 10 Plus More Acres

Variance \$250.00

Special Use Permit \$250.00

Fingerprinting of Citizens for Record Checks \$7.50 Per Card

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Gathering Station Inspection	\$1,000.00		
Request for Vehicle Accident Reports	\$6.00	Per Report	
Community Center Rentals			
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required	
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required	
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required	
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required	
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection	
Pavillion Rentals			
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours	New Service
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours	New Service
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection	New Service
Library			
Overdue Book	\$0.15	Per Day	
Photocopies From Copier	\$0.10	Per Page	
Printouts From Computer	\$0.25	Each (First 5 Copies)	
	\$0.10	Each Page Thereafter	
Materials Lost or Damaged Beyond Repair	\$3.00	Processing Fee + Listed Retail Price	
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price	Based On History
Repair of Inventory Material	Actual Cost		
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost		
Interlibrary Loan	No Charge		
Laminated Library Card Replacement	\$2.00		
Repair of CD/DVD	\$1.00		New Service
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter	New Service
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter	New Service
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee	
Deposit-Residential Water	\$60.00		
Deposit-Residential Sewer	\$30.00		
Deposit-Commercial Water	\$75.00		
Deposit-Commercial Sewer	\$50.00		
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption	
Water Meter Installation Fee	-	Cost of Meter & Installation	
Unmetered Water for Cleanup	\$10.00	Per Day	
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day	Recommend Increase
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons	
Use of Bulk Water Meter (Deposit)	\$600.00	Plus \$50 Service Fee	
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee	Rename
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee	New Service
Water Reconnection (After Shut Off)	\$20.00		
Water Administrative Fee (Appear On Cut List)	\$20.00		Rename
Water Transfer Fee	\$15.00		
Move of City Utilities	Actual Cost		

EXHIBIT A: SCHEDULE OF FEES
(11/05/09)

Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot
Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS, AND FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Ambulance Standby Fee	\$75.00	Hourly
Engine Standby Fee	\$150.00	Hourly

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or M'ore)	\$55.00	Fee Doubles For Each Subsequent Alarm
Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.

BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS

Construction Table Based On Total Valuation:

\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

MISCELLANEOUS

Alterations and Repairs To Existing Structures	-	Per Construction Table Above
Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	

PLUMBING CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	

MISCELLANEOUS

Reinspection Fee	\$55.00	
Minimum Calculation		
Single Residence	\$55.00	
Non-Residence Unit	\$55.00	
Plumbing Code Appeal	\$100.00	
All Unlisted Permits Per Inspection	\$55.00	

ELECTRICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

In-Ground, Residential Swimming Pool	\$110.00
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00

MISCELLANEOUS

Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00
Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole Reconnects	\$55.00
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code

Initial Registration	\$100.00	
Annual Renewal	\$50.00	
Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum

WATER & WASTEWATER FEES

Water Tap Fee (No Street Cut)			
3/4"	\$475.00	Plus \$300 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
1"	\$525.00	Plus \$350 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
1 1/2"	\$950.00	Plus \$550 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
2"	\$1,075.00	Plus \$700 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
3" or Larger	Actual Cost	Plus Actual Cost of Meter Plus \$225 Meter Installation	Plus Actual Cost of Meter + Install
Water Tap Fee (With Street Cut or Bore)			
3/4"	\$925.00	Plus \$300 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

1"	\$975.00	Plus \$350 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
1 1/2"	\$1,400.00	Plus \$550 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
2"	\$1,525.00	Plus \$700 Cost of Meter Plus \$225 Meter Installation	Increase Cost of Meter \$25 + Install
3" or Larger	Actual Cost	Plus Actual Cost of Meter Plus \$225 Meter Installation	Plus Actual Cost of Meter + Install
Sewer Tap Fee (No Street Cut)			
4"	\$425.00		
6"	\$600.00		
8" or Larger	Actual Cost		
Sewer Tap Fee (With Street Cut or Bore)			
4"	\$875.00		
6"	\$1,050.00		
8" or Larger	Actual Cost		
Meter Calibration Fee			
City Staff	\$45.00	Only If Meter Determined Accurate	
Independent Testing Company	\$125.00	Only If Meter Determined Accurate	
Meter Tampering Fee			
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement	
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement	

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS, AND FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Ambulance Fees

Actual Cost The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.

BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS

Construction Table Based On Total Valuation:

\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

MISCELLANEOUS

Alterations and Repairs To Existing Structures	-	Per Construction Table Above
Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	
<u>MISCELLANEOUS</u>		
Reinspection Fee	\$55.00	
Minimum Calculation		
Single Residence	\$55.00	
Non-Residence Unit	\$55.00	
Plumbing Code Appeal	\$100.00	
All Unlisted Permits Per Inspection	\$55.00	
<u>ELECTRICAL CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	
<u>MISCELLANEOUS</u>		
Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00	
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00	

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Signs, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole Reconnects	\$55.00
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code

Initial Registration	\$100.00	
Annual Renewal	\$50.00	
Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum

WATER & WASTEWATER FEES

Water Tap Fee (No Street Cut)

3/4"	\$475.00	Plus \$300 Cost of Meter Plus \$225 Meter Installation
1"	\$525.00	Plus \$350 Cost of Meter Plus \$225 Meter Installation
1 1/2"	\$950.00	Plus \$550 Cost of Meter Plus \$225 Meter Installation
2"	\$1,075.00	Plus \$700 Cost of Meter Plus \$225 Meter Installation
3" or Larger	Actual Cost	Plus Actual Cost of Meter Plus \$225 Meter Installation
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Cost of Meter Plus \$225 Meter Installation
1"	\$975.00	Plus \$350 Cost of Meter Plus \$225 Meter Installation

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

1 1/2"	\$1,400.00	Plus \$550 Cost of Meter Plus \$225 Meter Installation
2"	\$1,525.00	Plus \$700 Cost of Meter Plus \$225 Meter Installation
3" or Larger	Actual Cost	Plus Actual Cost of Meter Plus \$225 Meter Installation
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS, AND FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Ambulance Fees

Actual Cost The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.

BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS

Construction Table Based On Total Valuation:

\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

MISCELLANEOUS

Alterations and Repairs To Existing Structures	-	Per Construction Table Above
Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	
<u>MISCELLANEOUS</u>		
Reinspection Fee	\$55.00	
Minimum Calculation		
Single Residence	\$55.00	
Non-Residence Unit	\$55.00	
Plumbing Code Appeal	\$100.00	
All Unlisted Permits Per Inspection	\$55.00	
<u>ELECTRICAL CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	
<u>MISCELLANEOUS</u>		
Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00	
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00	

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole Reconnects	\$55.00
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code

Initial Registration	\$100.00	
Annual Renewal	\$50.00	
Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum

WATER & WASTEWATER FEES

Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Cost of Meter Plus \$225 Meter Installation
1"	\$525.00	Plus \$350 Cost of Meter Plus \$225 Meter Installation
1 1/2"	\$950.00	Plus \$550 Cost of Meter Plus \$225 Meter Installation
2"	\$1,075.00	Plus \$700 Cost of Meter Plus \$225 Meter Installation
3" or Larger	Actual Cost	Plus Actual Cost of Meter Plus \$225 Meter Installation
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Cost of Meter Plus \$225 Meter Installation
1"	\$975.00	Plus \$350 Cost of Meter Plus \$225 Meter Installation

EXHIBIT A: SCHEDULE OF FEES

(11/05/09)

1 1/2"	\$1,400.00	Plus \$550 Cost of Meter Plus \$225 Meter Installation
2"	\$1,525.00	Plus \$700 Cost of Meter Plus \$225 Meter Installation
3" or Larger	Actual Cost	Plus Actual Cost of Meter Plus \$225 Meter Installation
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

ADMINISTRATIVE FEES (CURRENT)

Ballfields		
KYA-Annual Lease Agreement		
Day	\$20.00	
Night	\$40.00	
Business License	\$15.00	
Itinerant Vendor License	\$100.00	
Certificate of Occupancy	\$55.00	
Credit Card Fees		
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.
Returned Check	\$30.00	
Request For		
Annexation	\$200.00	
Zoning Change or Amendment	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Variance	\$250.00	
Special Use Permit	\$250.00	
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card
Gathering Station Inspection	\$1,000.00	

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS, AND FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
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BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS

Construction Table Based On Total Valuation:

\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

MISCELLANEOUS

Alterations and Repairs To Existing Structures	-	Per Construction Table Above
Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	
<u>MISCELLANEOUS</u>		
Reinspection Fee	\$55.00	
Minimum Calculation		
Single Residence	\$55.00	
Non-Residence Unit	\$55.00	
Plumbing Code Appeal	\$100.00	
All Unlisted Permits Per Inspection	\$55.00	
<u>ELECTRICAL CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	
<u>MISCELLANEOUS</u>		
Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00	
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00	

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

Services of 600 Volts or Less:		
Not Over 200 Amps	\$55.00	
Over 600 Volts or Over 1,000 Amps	\$55.00	
(As in City Code) each Power Apparatus	\$2.00	
Rating in Horsepower, Etc.		
Up To & Including 1, Each	\$55.00	
Over 1, Up To 10, Each	\$55.00	
Over 10, Up To 50, Each	\$55.00	
Over 50, Up To 100, Each	\$55.00	
Over 100, Each	\$55.00	
Signs, Outline Lighting or Marquees From		
One Branch Circuit, Each	\$55.00	
Additional Branch Outlets	\$55.00	
Temporary Power To Any Structure (Max 90 Days)	\$55.00	
Miscellaneous		
Minimum For Any Single Permit, Except Temporary Construction Pole Reconnects	\$55.00	
Reinspection Fee	\$55.00	
Electrical Code Appeal	\$100.00	
All Unlisted Permits Per Inspection	\$55.00	
 <u>REGISTRATION</u>		
Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code		
Initial Registration	\$100.00	
Annual Renewal	\$50.00	
Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum
 <u>WATER & WASTEWATER FEES</u>		
Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	

EXHIBIT A: SCHEDULE OF FEES
(04-08-10 Final)

	6"	\$600.00	
	8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)			
	4"	\$875.00	
	6"	\$1,050.00	
	8" or Larger	Actual Cost	
Meter Calibration Fee			
	City Staff	\$45.00	Only If Meter Determined Accurate
	Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee			
	Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
	Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS & FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
<u>OIL & GAS WELL PERMITS & FEES</u>		
Fee Assessed Per Application Per Pad Site		
1st Well Requested On An Application for Pad Site	\$5,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
2nd Well Requested On Same Application for Same Pad Site	\$4,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
3rd Well Requested On Same Application for Same Pad Site	\$3,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Each Additional Well On Same Application for Same Pad Site	\$2,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Annual Inspection Per Well	\$2,000.00	\$300 Per Additional Well On Same Pad Site
Annual Air Sampling & Reporting Fee Per Pad Site	\$7,500.00	May Be Reduced \$5,000 for Pad Sites W/Demonstrated History of Air Sampling & Reporting to City Standards and No Known Air Quality or Air Sampling Concerns
<u>BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS</u>		
Construction Table Based On Total Valuation:		
\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<u>MISCELLANEOUS</u>		
Alterations and Repairs To Existing Structures	-	Per Construction Table Above

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

MISCELLANEOUS

Reinspection Fee	\$55.00
Minimum Calculation	
Single Residence	\$55.00
Non-Residence Unit	\$55.00
Plumbing Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

ELECTRICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	

MISCELLANEOUS

Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00
Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole	\$55.00
Reconnects	
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code	
Initial Registration	\$100.00
Annual Renewal	\$50.00

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Draft)

Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum
<u>WATER & WASTEWATER FEES</u>		
Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS & FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
<u>OIL & GAS WELL PERMITS & FEES</u>		
Fee Assessed Per Application Per Pad Site		
1st Well Requested On An Application for Pad Site	\$5,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
2nd Well Requested On Same Application for Same Pad Site	\$4,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
3rd Well Requested On Same Application for Same Pad Site	\$3,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Each Additional Well On Same Application for Same Pad Site	\$2,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Annual Inspection Per Well	\$2,000.00	\$300 Per Additional Well On Same Pad Site
Annual Air Sampling & Reporting Fee Per Pad Site	\$7,500.00	May Be Reduced \$5,000 for Pad Sites W/Demonstrated History of Air Sampling & Reporting to City Standards and No Known Air Quality or Air Sampling Concerns
<u>BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS</u>		
Construction Table Based On Total Valuation:		
\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<u>MISCELLANEOUS</u>		
Alterations and Repairs To Existing Structures	-	Per Construction Table Above

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

MISCELLANEOUS

Reinspection Fee	\$55.00
Minimum Calculation	
Single Residence	\$55.00
Non-Residence Unit	\$55.00
Plumbing Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

ELECTRICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	

MISCELLANEOUS

Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00
Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole	\$55.00
Reconnects	
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code	
Initial Registration	\$100.00
Annual Renewal	\$50.00

EXHIBIT A: SCHEDULE OF FEES
(08-12-10 Final)

Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum
<u>WATER & WASTEWATER FEES</u>		
Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

Printouts/Copies From Plotter	\$1.00	Per Square Foot
Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

Preliminary Plat	\$300.00	Plus \$5.00 Per Lot
Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS & FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
<u>OIL & GAS WELL PERMITS & FEES</u>		
Fee Assessed Per Application Per Pad Site		
1st Well Requested On An Application for Pad Site	\$5,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
2nd Well Requested On Same Application for Same Pad Site	\$4,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
3rd Well Requested On Same Application for Same Pad Site	\$3,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Each Additional Well On Same Application for Same Pad Site	\$2,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Annual Inspection Per Well	\$2,000.00	\$300 Per Additional Well On Same Pad Site
Annual Air Sampling & Reporting Fee Per Pad Site	\$7,500.00	May Be Reduced \$5,000 for Pad Sites W/Demonstrated History of Air Sampling & Reporting to City Standards and No Known Air Quality or Air Sampling Concerns
<u>BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS</u>		
Construction Table Based On Total Valuation:		
\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<u>MISCELLANEOUS</u>		
Alterations and Repairs To Existing Structures	-	Per Construction Table Above

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

MISCELLANEOUS

Reinspection Fee	\$55.00
Minimum Calculation	
Single Residence	\$55.00
Non-Residence Unit	\$55.00
Plumbing Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

ELECTRICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	

MISCELLANEOUS

Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00
Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole	\$55.00
Reconnects	
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code	
Initial Registration	\$100.00
Annual Renewal	\$50.00

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Draft)

Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum
<u>WATER & WASTEWATER FEES</u>		
Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

Printouts/Copies From Plotter	\$1.00	Per Square Foot
Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Move of City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	
Garage Sale Permit	\$10.00	

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

Preliminary Plat	\$300.00	Plus \$5.00 Per Lot
Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS & FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
<u>OIL & GAS WELL PERMITS & FEES</u>		
Fee Assessed Per Application Per Pad Site		
1st Well Requested On An Application for Pad Site	\$5,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
2nd Well Requested On Same Application for Same Pad Site	\$4,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
3rd Well Requested On Same Application for Same Pad Site	\$3,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Each Additional Well On Same Application for Same Pad Site	\$2,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Annual Inspection Per Well	\$2,000.00	\$300 Per Additional Well On Same Pad Site
Annual Air Sampling & Reporting Fee Per Pad Site	\$7,500.00	May Be Reduced \$5,000 for Pad Sites W/Demonstrated History of Air Sampling & Reporting to City Standards and No Known Air Quality or Air Sampling Concerns
<u>BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS</u>		
Construction Table Based On Total Valuation:		
\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<u>MISCELLANEOUS</u>		
Alterations and Repairs To Existing Structures	-	Per Construction Table Above

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

MISCELLANEOUS

Reinspection Fee	\$55.00
Minimum Calculation	
Single Residence	\$55.00
Non-Residence Unit	\$55.00
Plumbing Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

ELECTRICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	

MISCELLANEOUS

Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00
Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole	\$55.00
Reconnects	
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code	
Initial Registration	\$100.00
Annual Renewal	\$50.00

EXHIBIT A: SCHEDULE OF FEES
(10-14-10 Final)

Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum
<u>WATER & WASTEWATER FEES</u>		
Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$1,400.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

EXHIBIT A: SCHEDULE OF FEES
(08-11-11 Draft)

ADMINISTRATIVE FEES (CURRENT)

Ballfields			
KYA-Annual Lease Agreement			
Day	\$20.00		
Night	\$40.00		
Business License	\$15.00		
Itinerant Vendor License	\$100.00		
Certificate of Occupancy	\$55.00		
Credit Card Fees			
Municipal Court	3%	When payment of any fee, fine court cost or other charge related to Kennedale Municipal Court is made by credit card, a fee equaling three (3) percent per fine, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.	
Utility Billing	\$1.00	When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Permitting	3%	When payment of any fee or other charge related to Kennedale Permitting is made by credit card, a fee equaling three (3) percent per fee or other charge paid by credit card will be added to the fee or other charge paid.	
Miscellaneous/Other Activity	\$1.00	When payment of any fee or other charge related to any other miscellaneous activity is made by credit card, a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.	
		If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.	
Returned Check	\$30.00		
Request For			
Annexation	\$200.00		
Zoning Change or Amendment	\$500.00	0-10 Acres	
	\$1,500.00	10 Plus More Acres	
Variance	\$250.00		
Special Use Permit	\$250.00		
Fingerprinting of Citizens for Record Checks	\$7.50	Per Card	
Gathering Station Inspection	\$1,000.00		

EXHIBIT A: SCHEDULE OF FEES

(08-11-11 Draft)

Printouts/Copies From Plotter	\$1.00	Per Square Foot
Request for Vehicle Accident Reports	\$6.00	Per Report
Community Center Rentals		
Residents	\$30.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$40.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Non-Residents	\$40.00	Per Hour During Library's Normal Hours, Minimum \$100 Required
	\$50.00	Per Hour During Library's Closed Hours, Minimum \$100 Required
Deposit (Applies To All Users)	\$150.00	May Be Refunded Upon Successful Inspection
Pavillion Rentals		
Residents	\$35.00	For 2 Hours, \$65 For 4 Hours, \$90 For 6 Hours, \$115 For 8 Hours
Non-Residents	\$135.00	For 2 Hours, \$165 For 4 Hours, \$190 For 6 Hours, \$215 For 8 Hours
Deposit (Applies To All Users)	\$50.00	May Be Refunded Upon Successful Inspection
Library		
Overdue Book	\$0.15	Per Day
Photocopies From Copier	\$0.10	Per Page
Printouts From Computer	\$0.25	Each (First 5 Copies)
	\$0.10	Each Page Thereafter
Materials Lost or Damaged Beyond Repair	\$5.00	Processing Fee + Listed Retail Price
Repair of Inventory Material	Actual Cost	
Sale of Storage Device (Floppy, Disc, CD, Other)	Actual Cost	
Interlibrary Loan	No Charge	
Laminated Library Card Replacement	\$2.00	
Repair of CD/DVD	\$1.00	
Transmittal Fax Only (Local)	\$1.00	First Page, \$.25 Each Page Thereafter
Transmittal Fax Only (Long Distance)	\$2.00	First Page, \$.50 Each Page Thereafter
Mowing and/or Cleaning Property (Contractor)	Actual Cost	Plus \$75.00 Administrative Fee
Deposit-Residential Water	\$60.00	
Deposit-Residential Sewer	\$30.00	
Deposit-Commercial Water	\$75.00	
Deposit-Commercial Sewer	\$50.00	
Deposit-Commercial/Industrial w/High Consumption	-	1/6 of Annual Consumption
Deposit-Water for Cleanup (15 Day Temp Service)	\$30.00	Per Day
Use of Bulk Unmetered Water	-	Rate Times Estimated Gallons
Deposit-Use of Bulk Water Meter (Fire Hydrant)	\$600.00	Plus \$50 Service Fee
Deposit-Use of Bulk Water Meter (Gas Drilling)	\$1,000.00	Plus \$50 Service Fee
Water Administrative Fee (Appear On Cut List)	\$20.00	
Water Transfer Fee	\$15.00	
Disconnect Service At The Main	Actual Cost	
Move City Utilities	Actual Cost	
Private Water Well Permit & Inspection	\$75.00	
Liquid Waste Permit	\$50.00	
Liquid Waste Trip Ticket Book	\$20.00	
Wrecker License and/or Permit	\$20.00	

EXHIBIT A: SCHEDULE OF FEES
(08-11-11 Draft)

Garage Sale Permit	\$10.00	
Preliminary Plat	\$300.00	Plus \$5.00 Per Lot
Final Plat	\$300.00	Plus \$10.00 Per Lot
Replat	\$500.00	0-10 Acres
	\$1,500.00	10 Plus More Acres
Minor Plat, Vacated Plat, Amended Plat	\$300.00	Plus \$5.00 Per Lot
Plat Filing Fees	\$5.00	Administrative Fee

PERMIT FEES

MECHANICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$110.00	Per Air Handling Unit
Apartments, Condominiums, Triplex & Larger	\$110.00	Each Dwelling
Commercial Cooling/Heating System		
Less Than 100 tons	\$110.00	Per Air Handling Unit
101+ More Tons	\$110.00	Per Air Handling Unit

MISCELLANEOUS

Replacement of Furnaces, Condensing Unit or Cooling/Heating System	\$55.00
Vent-A-Hood For Commercial Cooking	\$55.00
Minimum Fee For Single Permit	\$55.00
Re-Inspection Fee	\$55.00
Mechanical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

FIRE CODE PERMITS, INSPECTIONS & FEES

Fire Report	\$15.00	
EMS Report	\$15.00	
Fire Inspection (Annual, Bi-Annual of CO)	No Charge	
Re-Inspection	No Charge	
2 nd Re-Inspection	\$55.00	
3 rd or more Re-Inspection	-	Fee Doubles For Each Subsequent Inspection
Site Plan Review	\$55.00	
Building/Fire Plan Review	\$55.00	
Fire Code Appeal	\$100.00	
Fire Suppression Systems	\$55.00	
Engine Standby Fee	\$150.00	Hourly
Brush Truck Standby Fee	\$75.00	Hourly
HazMat Squad Standby Fee	\$300.00	Hourly
Fire Marshall Standby Fee	\$40.00	Hourly
Paramedic Standby Fee	\$30.00	Hourly
False Alarm (3 rd or More)	\$55.00	Fee Doubles For Each Subsequent Alarm

EXHIBIT A: SCHEDULE OF FEES
(08-11-11 Draft)

Ambulance Fees	Actual Cost	The actual cost of ambulance service shall be established according to the reasonable and customary reimbursement allowances used by applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.
<u>OIL & GAS WELL PERMITS & FEES</u>		
Fee Assessed Per Application Per Pad Site		
1st Well Requested On An Application for Pad Site	\$5,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
2nd Well Requested On Same Application for Same Pad Site	\$4,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
3rd Well Requested On Same Application for Same Pad Site	\$3,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Each Additional Well On Same Application for Same Pad Site	\$2,000.00	Additional Wells Requested After Submission of Original Application For Particular Pad Site Shall Be Counted As New Application
Annual Inspection Per Well	\$2,000.00	\$300 Per Additional Well On Same Pad Site
Annual Air Sampling & Reporting Fee Per Pad Site	\$7,500.00	May Be Reduced \$5,000 for Pad Sites W/Demonstrated History of Air Sampling & Reporting to City Standards and No Known Air Quality or Air Sampling Concerns
<u>BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS</u>		
Construction Table Based On Total Valuation:		
\$1.00 to \$500.00	\$23.50	
\$501.00 to \$2,000.00	\$23.50	For the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25	For the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to 50,000.00	\$391.25	For the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75	For the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75	For the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75	For the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 & Up	\$5,608.75	For the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<u>MISCELLANEOUS</u>		
Alterations and Repairs To Existing Structures	-	Per Construction Table Above

EXHIBIT A: SCHEDULE OF FEES

(08-11-11 Draft)

Detached Garages	-	Per Construction Table Above
Carports	-	Per Construction Table Above
Patio Covers	-	Per Construction Table Above
Portable Building (Max.150 sq. ft.)	-	Per Construction Table Above
Accessory Building (Max. 150 sq. ft.)	-	Per Construction Table Above
Swimming Pool (Above ground)	-	Per Construction Table Above
Swimming Pool (In-ground)	-	Per Construction Table Above
Fireplace	-	Per Construction Table Above
Demolition	\$55.00	
Underground Storage Tanks (Includes Gas Lines To Tank)	-	Per Construction Table Above
Tent (Commercial) >200 sq.ft.	\$55.00	
Carnival or Temporary Amusement	\$55.00	
Canopy> 400 sq.ft.	\$55.00	
Signs	-	Per Construction Table Above
Fence	-	Per Construction Table Above
Drive Approach	\$55.00	
Reinspection Fee	\$55.00	
Moving Buildings into the City	\$100.00	
Building Code Appeal	\$100.00	
<u>PLUMBING CODE PERMITS & INSPECTIONS</u>		
Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
Unit Fee Schedule		
Each Plumbing Fixture, Trap or Set Fixture, Etc.	\$55.00	
Each Building Water Line	\$55.00	
Each Building Sewer Line	\$55.00	
Installation/Repair of Water Piping and/or Water Treatment Equipment	\$55.00	
Repair or Alteration of Drainage or Vent Piping	\$55.00	
Each Lawn Sprinkler System On Any One Meter, Including Backflow Protection	\$55.00	
Private Sewage Disposal System	\$55.00	
Industrial Waste Pre-Treatment Interceptor	\$55.00	
Gas Fired Applicable W/Special Vent Pipe	\$55.00	
Each Gas Piping System (1-4 Outlets)	\$55.00	
Each Gas Piping System (5 Plus More Outlets)	\$55.00	
Repair of Existing Piping	\$55.00	
Fireplace Piping & Valve	\$55.00	
Gas Line Pressure Check	\$55.00	
Yard Line Pressure Check	\$55.00	

EXHIBIT A: SCHEDULE OF FEES
(08-11-11 Draft)

MISCELLANEOUS

Reinspection Fee	\$55.00
Minimum Calculation	
Single Residence	\$55.00
Non-Residence Unit	\$55.00
Plumbing Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

ELECTRICAL CODE PERMITS & INSPECTIONS

Single Family, Duplex, Townhouse, Etc.	\$0.06	Per Square Foot
Apartments, Condominiums, Triplex, Etc.	\$0.05	Per Square Foot
Commercial/Industrial New Construction	\$0.06	Per Square Foot
In-Ground, Residential Swimming Pool	\$110.00	
Electric Generators Used By Carnival, Circuses, Travling Shows, Exhibits	\$55.00	

MISCELLANEOUS

Fixed Residential Appliances Or Receptacle Outlets, Etc. (As In City Code)	\$55.00
Receptacles, Switch, Lighting or Other Outlet Holding Devices	\$55.00
Services of 600 Volts or Less:	
Not Over 200 Amps	\$55.00
Over 600 Volts or Over 1,000 Amps	\$55.00
(As in City Code) each Power Apparatus	\$2.00
Rating in Horsepower, Etc.	
Up To & Including 1, Each	\$55.00
Over 1, Up To 10, Each	\$55.00
Over 10, Up To 50, Each	\$55.00
Over 50, Up To 100, Each	\$55.00
Over 100, Each	\$55.00
Siugns, Outline Lighting or Marquees From	
One Branch Circuit, Each	\$55.00
Additional Branch Outlets	\$55.00
Temporary Power To Any Structure (Max 90 Days)	\$55.00
Miscellaneous	
Minimum For Any Single Permit, Except Temporary Construction Pole	\$55.00
Reconnects	
Reinspection Fee	\$55.00
Electrical Code Appeal	\$100.00
All Unlisted Permits Per Inspection	\$55.00

REGISTRATION

Contractor Registration Fees In Accordance With Article XIII, Chapter 4 of This Code	
Initial Registration	\$100.00
Annual Renewal	\$50.00

EXHIBIT A: SCHEDULE OF FEES
(08-11-11 Draft)

Sub-Division Construction Inspection Fees	4%	Of Construction Cost
Tree Permit	\$150	Per Acre With \$150 Minimum
<u>WATER & WASTEWATER FEES</u>		
Water Tap Fee (No Street Cut)		
3/4"	\$475.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$525.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
1 1/2"	\$950.00	Plus \$550 Meter Set Fee Plus Cost Of Meter
2"	\$1,075.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Water Tap Fee (With Street Cut or Bore)		
3/4"	\$925.00	Plus \$300 Meter Set Fee Plus Cost Of Meter
1"	\$975.00	Plus \$350 Meter Set Fee Plus Cost Of Meter
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2"	\$1,525.00	Plus \$700 Meter Set Fee Plus Cost Of Meter
3" or Larger	Actual Cost	Plus Actual Cost Meter Set Fee Plus Cost Of Meter
Sewer Tap Fee (No Street Cut)		
4"	\$425.00	
6"	\$600.00	
8" or Larger	Actual Cost	
Sewer Tap Fee (With Street Cut or Bore)		
4"	\$875.00	
6"	\$1,050.00	
8" or Larger	Actual Cost	
Meter Calibration Fee		
City Staff	\$45.00	Only If Meter Determined Accurate
Independent Testing Company	\$125.00	Only If Meter Determined Accurate
Meter Tampering Fee		
Tampering with Meter	\$100.00	Per Offense Plus Cost Of Repair/Replacement
Tampering with Lock or Cutting Lock	\$100.00	Per Offense Plus Cost Of Repair/Replacement

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - D.

I. Subject:

Consider approval of AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC" OR "STEERING COMMITTEE") AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" or "COMPANY") REGARDING THE COMPANY'S FOURTH ANNUAL RATE REVIEW MECHANISM ("RRM") FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AND EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

II. Originated by:

Bob Hart, City Manager

III. Summary:

The City, along with approximately 154 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about April 1, 2011, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff approved by the City as part of the settlement of the Atmos Mid-Tex 2007 Statement of Intent to increase rates. This is the fourth annual RRM filing.

The Atmos Mid-Tex RRM filing sought a \$15.7 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate and RRM tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC's RRM filing. The Ordinance resolves the Company's RRM filing by authorizing supplemental revenue of \$6.6 million to be recovered through the customer charge component of rates to cover direct incremental costs associated with a steel service line replacement program approved as part of last year's rate adjustment. All other relief requested by Atmos Mid-Tex is denied.

The ACSC Settlement Committee and ACSC legal counsel recommend that all ACSC Cities adopt the

Ordinance implementing the rate change.

RRM Background:

The RRM tariff was approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. Atmos Mid-Tex's current action represents an extension to the three-year trial project known as the Rate Review Mechanism ("RRM") process. The RRM process was created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively authorized GRIP surcharge process. ACSC opposed GRIP because it constituted piecemeal ratemaking, did not allow any reasonableness review, and did not allow participation by cities or recovery of cities' rate case expenses. The RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings during the three-year trial period specified by the tariff.

Purpose of the Ordinance:

Rates cannot change and the Settlement Agreement with Atmos Mid-Tex cannot be implemented without passage of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rate tariffs ("Attachment A") that reflect the negotiated rate change pursuant to the RRM process and to ratify a Settlement Agreement recommended by the ACSC Settlement Committee and Executive Committee.

As a result of the negotiations, ACSC was able to reduce the Company's requested \$15.7 million RRM increase to \$6.6 million, allowing only incremental revenues necessary to cover direct costs associated with the steel service line replacement program approved by ACSC Cities in 2010. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective September 1, 2011.

Reasons Justifying Approval of the Negotiated Resolution:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$15.7 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of \$6.6 million, a result consistent with Cities' approval of a steel service line replacement program last year. The agreement on \$6.6 million is a compromise between the positions of the parties.

The Settlement Agreement of 2010 which included an extension of the RRM process, included an allowance for recovery of direct costs, excluding overheads, of the steel service line replacement program. Current year recovery factors of \$00.15 for residential customers and \$00.41 for commercial customers per month were authorized last year. The 2010 Settlement Agreement contemplated that the steel service line replacement program would be adjusted annually, but shall be capped at \$00.44 cents for residential customers and \$1.22 for commercial customers. The increase in this case is consistent with the caps contemplated last year for the steel service line replacement program, and nothing more.

The alternative to a settlement of the RRM filing would be a contested case proceeding before the Railroad Commission on the Company's current application, would take several months and cost ratepayers millions of dollars in rate case expenses, and would not likely produce a result more favorable than that to be produced by the settlement. The ACSC Settlement Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

Steel Service Line Replacement:

Under pressure from the Railroad Commission to establish a comprehensive program to replace service lines that contain steel which is subject to corrosion and leaks, ACSC worked with Atmos Mid-Tex in 2010 to establish a risk based approach to steel service line replacement that accomplishes the following goals:

1. Replace all service lines throughout the Mid-Tex Region with the highest degree of risk within two years;
2. Coordination between ACSC city members and Atmos Mid-Tex to minimize disruption of rights of way without compromising safety;
3. To minimize and spread the rate impact on customers of the replacement program, the service lines with little relative risk of leaks should be replaced over a 10-year period; and
4. Current recovery of incremental (above and beyond normal maintenance and repair addressed in RRM proceedings) direct (excluding Atmos Mid-Tex overheads) cost of service line replacement should be permitted as an adder to customer charges.

Fulfillment of these goals in the 2010 case led to \$00.15 and \$00.41 added to residential and commercial customer charges, respectively. The annual customer charge adder to cover the steel service line replacement program may not exceed \$00.44 and \$1.22 for residential and commercial customers, respectively, prior to the entry of a Final Order in the next system-wide Statement of Intent rate proceeding.

Changes to Customer Charges:

The Settlement Agreement approved in 2010 contemplated that incremental revenues to cover future steel service line replacement costs would be recovered through customer charges. Consistent with that approach, the \$6.6 million in additional revenues to be recovered following passage of the Ordinance is accomplished by increasing customer charges.

The tariffs to be approved by the Ordinance set monthly customer charges at \$7.50 and \$16.75 for residential and commercial customers, respectively.

The commodity portion of the commercial rate will decline slightly from existing rates.

Explanation of “Be It Ordained” Paragraphs:

1. This paragraph approves all findings in the Ordinance.
2. This section adopts the attached tariffs (“Attachment A”) in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs being revised are attached to the Ordinance. Existing tariffs not being changed in any way are not attached to the Ordinance.

3. This section requires the Company to reimburse ACSC for reasonable rate making costs associated with reviewing and processing the RRM application.

4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

7. This section provides for an effective date upon passage.

8. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	ORDINANCE	2011.07.20 RRM-4 Ordinance.DOC
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC" OR "STEERING COMMITTEE") AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "COMPANY") REGARDING THE COMPANY'S FOURTH ANNUAL RATE REVIEW MECHANISM ("RRM") FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; 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; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; 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 a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"), a coalition of approximately 154 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as "ACSC Cities"); and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM Tariff; and

WHEREAS, the 2008 Settlement Agreement contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, the Steering Committee and Atmos Mid-Tex agreed to extend the RRM process in reaching a settlement in 2010 on the third RRM filing; and

WHEREAS, on or about April 1, 2011, the Company filed with the city its fourth annual RRM filing, requesting to increase natural gas base rates by \$15.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing by designating a Settlement Committee made up of ACSC representatives, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, independent analysis by ACSC's rate expert concluded that Atmos Mid-Tex is unable to justify an increase over current rates except for undisputed costs of \$6.6 million to cover the steel service line replacement program initiated in 2010; and

WHEREAS, the ACSC Settlement Committee, as well as ACSC lawyers and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenue requirement by \$6.6 million to extend current recovery of incremental direct costs of the steel service line replacement program authorized by ACSC Cities in ordinances passed in 2010; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and 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 natural gas service provided by Atmos Mid-Tex 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 Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities 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 6.

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 7.

That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for bills rendered on or after September 1, 2011.

Section 8.

That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 11th day of August, 2011.

Mayor Bryan Lankhorst

ATTEST:

City Secretary, Amethyst G. Cirimo

APPROVED AS TO FORM:

City Attorney, Wayne K. Olson

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - E.

I. Subject:

Consider approval of A RESOLUTION WAIVING TAXES FOR 1000 EAST KENNEDALE PARKWAY.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Bob Hart will present background information on the county's agreement to waive a portion of taxes relevant to 1000 E Kennedale Parkway.

(Any necessary attachments will be developed and sent to you before the meeting)

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - F.

I. Subject:

Consider authorizing the Mayor to sign an agreement with Naval Air Station Firearms Range Agreement for firearms range services for police training.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Consider approval of an agreement to allow the Police Department to utilize the firearms range at the Ft. Worth Naval Air Station.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	NAS Range Agreement	NAS Range Agreement.pdf
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DRAFT

NASJRBFTW
5216
Ser 83447-2011020101

City of Kennedale

OPERATIONAL AGREEMENT
BETWEEN
COMMANDING OFFICER
NAVAL AIR STATION (NAS) FORT WORTH JOINT RESERVE BASE (JRB),
FORT WORTH, TX
AND
CITY OF KENNEDALE, TX

Subj: UTILIZATION OF NAS FORT WORTH JRB INDOOR SMALL ARMS RANGE

Ref: (a) DODINST 4000.19
(b) SECNAVINST 5820.7B dtd 28 March 1988
(c) OPNAVINST 1130.23F

Encl: (1) Standard Operating Procedures for utilization of Indoor Firing Range
(2) NAS Fort Worth JRB Small Arms Range Pre-Use and Post-Use Inspection Checklist

1. **Purpose.** This Operational Agreement (OPA) is entered into and effective upon dates of signature between the Commanding Officer (CO), NAS Fort Worth JRB, Fort Worth TX and City of Kennedale for the purpose of clarifying and enhancing agreements, hereinafter referred to as the "visiting agency," regarding use of the NAS Fort Worth JRB small arms training range.

2. **Background.**

a. It is the policy of the Department of the Navy (DON) and NAS Fort Worth JRB to cooperate with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law. Agreement guidelines and support given civilian law enforcement agencies is governed by references (a, b, c).

b. NAS Fort Worth JRB maintains a small indoor arms training range located in Building 1945, Range Road, NAS Fort Worth JRB. The range building consists of two separate 10 lane ranges. Each range is equipped with a secure control room, electronic, computer-controlled targeting, speaker system and ventilation. Encls (1) and (2) provide standard operating procedures for utilization of the small arms training range.

3. **Scope.** To provide guidance in the utilization of the NAS Fort Worth JRB indoor small arms training range.

4. **Period of Performance**

a. This agreement may be modified or amended only by written agreement. NAS Fort Worth JRB reserves the right to limit its responsibilities under this agreement without prior notice as required by federal law, by DoD or DoN regulations, directives or instructions, or as a result of NAS Fort Worth JRB mission requirements or military operational necessity. In such a case, notice will be given within a reasonable time.

b. This agreement shall remain in full force for three (3) years or until

terminated by any of the signatories, provided that 90 days written notice is given to each party. Sufficient attempt should be made to modify rather than to terminate the agreement.

5. Responsibilities

a. NAS Fort Worth JRB shall:

- (1) Provide access to the range facility for use at no charge.
- (2) Coordinate scheduling of the range in accordance with the terms of this agreement and the attached small arms training range standard operating procedures (SOP). NAS Fort Worth JRB reserves the right to modify, restrict or cancel the visiting agency's approved training date(s) or time(s) at the discretion of the Commanding Officer or his designated representative on the basis of military necessity, military operational requirements or installation security needs.
- (3) Will meet the visiting agency at the installation main gate, located at the end of Pumphrey Road, just north of Highway 183, and escort the visiting agency to the range facility. Escorts may not be required if the visiting agency is familiar with the installation.
- (4) Security Department personnel will be present at the range during the visiting agency's use of the range. The senior NAS Fort Worth JRB officer, member, employee or agent present will act as the overall supervisory official for range activities and related issues. Security personnel availability may limit range scheduling.
- (5) Will coordinate with the visiting agency's senior officer or agent present to ensure that the visiting agency's training goals are met to the fullest extent possible within the guidelines established by this agreement and the SOP.
- (6) Will inform the visiting agency of any known or anticipated incident, event, threat or situation, and shared with the visiting agency any relevant intelligence information, which may affect the safety or security of visiting agency personnel or equipment.
- (7) Services provided are subject to funding and resources availability.

b. Visiting Agency shall.

- (1) Schedule use of the range in accordance with all rules and regulations for utilization of the indoor small arms range as outlined in enclosures (1) and (2). The range may be made available for use at any time, day or night, if proper coordination is conducted. In cases of conflict with military activities, military activities will be given priority. Weekend availability may be limited due to increased use by drilling military reserve units. The receiver may submit a schedule request no earlier than 30 days prior to the desired date. Earlier submissions might be accepted at the discretion of the NAS Fort Worth JRB Security Department, but will not be acted upon or confirmed.
- (2) Provide relevant contact personnel names and phone numbers to the NAS Fort Worth JRB Security Department when submitting a scheduling request. In addition, identify any anticipated special requirements and submit a copy of its intended course of fire.
- (3) Provide own weapons and ammunition. Weapons and ammunition must comply with the technical guidelines provided in the enclosures (1) and (2). At no time will NAS Fort Worth JRB be responsible for the purchase or issuance of weapons

or ammunition.

(4) Provide range support personnel, including a range safety officer, line safety officers, instructors, etc. Designated safety officers and instructors must be qualified in accordance with receiver guidelines or applicable federal or state

requirements. Designated officers must be identified to NAS Fort Worth JRB personnel upon arrival.

(5) Follow safety guidelines and rules as outlined in the SOP in addition to its own safety rules or guidelines. In the event of a conflict between the visiting agency's safety guidelines and those provided in the SOP, the SOP will be followed.

(6) Will not use the range for purposes other than training.

(7) The visiting agency shall be responsible for the safety, security and control of all visiting agency personnel, employees, officers, agents, guests, equipment and property.

(8) Visiting agency personnel shall possess valid agency identification at all times while at NAS Fort Worth JRB, unless excused by agency guidelines or directives.

(9) Visiting agency personnel and vehicles may enter NAS Fort Worth JRB without military identification or base vehicle decals by producing valid agency identification upon request at the main base entry gate. NAS Fort Worth JRB conducts random vehicle searches on cars entering and leaving the base. Personal vehicles may be subjected to random searches. Government/visiting agency vehicles will not be subjected to random searches.

(10) Visiting agency personnel authorized to carry firearms may possess firearms on board NAS Fort Worth JRB. If questioned by NAS Fort Worth JRB Security personnel, visiting agency personnel shall identify themselves as law enforcement officers and produce a valid identification. Visiting agency law enforcement officers, barring unusual circumstances, should not perform routine traffic stops or other law enforcement related activities on board NAS Fort Worth JRB.

(11) The visiting agency certifies that it maintains adequate liability insurance and, in consideration for using the range facility, releases the Department of Defense (DoD), DON, NAS Fort Worth JRB, its officers, employees and agents, from any liability or costs for damage to, destruction of, or injury to, visiting agency equipment, assets, property, or personnel, incurred during or as a result of activities at the range or on board NAS Fort Worth JRB.

(12) Accept liability and agrees to pay for damage or injury to NAS Fort Worth JRB facilities or equipment, beyond normal wear and tear, or to personnel, caused by its members, employees, officers or agents or caused as a result of its activities at the range or on board NAS Fort Worth JRB.

(13) Be responsible for cleaning the range upon completion of its firing evolution, including collection and disposal of expended brass, targets and other trash.

(14) Inform NAS Fort Worth JRB of any known or anticipated incident, event, threat or situation, and share with NAS Fort Worth JRB any relevant intelligence information, which may affect the security and access of NAS Fort Worth JRB, the safety of NAS Fort Worth JRB personnel or the integrity of its mission and operations.

6. General Principles

a. References (a, b, c) provide direction and guidance for small arms training support and is entered into under the auspices of these references.

b. NAS Fort Worth JRB is a federal military installation with exclusive federal jurisdiction. Nothing in this agreement cedes or relinquishes, or is intended to cede or relinquish, exclusive federal jurisdiction of lands or property under exclusive federal jurisdiction occupied by NAS Fort Worth JRB, nor does this agreement grant any license, easement or property right or entitlement to the State of Texas.

c. In the event that any individual performing duties subject to this agreement shall be cited as a defendant party to any state or federal civil lawsuit arising out of his/her official acts while performing duties pursuant to the terms of this agreement, such individual shall be entitled to the same benefits that he/she would be entitled to receive had such civil action arisen out of an official act within the scope of his/her duties as member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part for payment of damages, then the other party may intervene in such cause of action to protect its interest.

d. In the case one or more of the provisions contained in this agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. This agreement shall be governed by and construed according to the laws of the United States. For any legal action or claim arising out of or under this agreement, exclusive venue shall lie in the appropriate United States District Court. NAS Fort Worth JRB is a federal entity and not a municipality, local government, or political subdivision of the State of Texas as defined or as included in TX Govt Code 791.003.

f. This agreement shall not be construed to obligate NAS Fort Worth JRB or the federal government to the expenditure or obligation of funds, property or money, in excess or in advance of appropriations or contrary to or in violation of federal fiscal law and regulations, including the Anti-Deficiency Act.

7. Additional Terms.

a. This agreement anticipates that individuals participating in range facility activities with the visiting agency are doing so in their official capacity and are employees, officers, or agents of the visiting agency, or are federal or state law enforcement officers or agents working with the visiting agency in an official capacity. Nothing in this agreement is intended to cover use of NAS Fort Worth JRB range facilities by individuals in their private capacity or use by or in conjunction with private organizations. If the visiting agency intends to include use by individuals in their private capacity or use by private organizations, the visiting agency must so indicate in their scheduling request. Requests for such use will be reviewed by the Commanding Officer. An individual waiver and release of liability will be required.

b. Visiting agency personnel are subject to all applicable federal law, DoD, DoN, and base regulations while on board NAS Fort Worth JRB.

c. Unresolved disagreements or causes of action arising out of or related to this agreement will be settled using applicable federal law. If any provisions of this agreement are determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

8. Points of Contact.

1. Michael Bevill/N12
817-782-7858
michael.beville@navy.mil
2. Shawn Wallace
817-782-7228
Shawn.Wallace1@navy.mil
3. Tommy Williams
817-985-2222
Tommy.Williams@CityofKennedale.com

9. Effective Date.

This agreement becomes effective upon signature of both parties and shall be reviewed annually by all parties for accuracy, validity and/or updated as required.

Brian Lankhorst
Mayor
City of Kennedale

T. D. Smyers, Captain, USN
Commanding Officer
NAS Fort Worth JRB
Fort Worth, TX

Date: _____

DATE: _____

Bob Hart
City Administrator

Date: _____

STANDARD OPERATING PROCEDURES FOR UTILIZATION OF INDOOR FIRING RANGE**1. Visiting Agency shall:**

a. Ensure personnel possess valid agency identification at all times while onboard NAS Fort Worth JRB unless excused by agency guidelines or directives.

b. Ensure the safety, security and control of all visiting agency personnel, employees, officers, agents, guests' equipment and property.

c. Certify that it maintains adequate liability insurance and in consideration for using the range facility, release DoD, DoN, NAS Fort Worth JRB, its officers, employees and agents, from any liability or cost for damage to, destruction of, or injury to, visiting agency equipment, assets, property, or personnel, incurred during or agents or caused as a result of its activities at the range or onboard NAS Fort Worth JRB.

d. Accept liability and agrees to pay for damage or injury to NAS Fort Worth JRB facilities or equipment beyond normal wear and tear, or to personnel caused by its employees, officers, agents or caused as a result activities at the range or onboard NAS Fort Worth JRB.

2. Scheduling. Range Staff personnel shall be responsible for scheduling use of the range. Normal hours of operation shall be from 0900 to 1600. A total of four periods per day will be available for scheduling, two periods from 0900 to 1200, and two periods from 1300 to 1600. Consistent with section 3-211 of the Joint Ethics Regulation, Commanding Officers are authorized and encouraged to extend privileges of using ranges under their cognizance to police organizations provided that such use will not interfere with military small arms training. Range Staff personnel shall ensure that any non-military/DoD agency requesting use of the range has a current, signed agreement on file prior to scheduling range usage. Issue of military weapons or expenditure of military ammunition in support of civilian marksmanship training is not authorized. Per military/DoD qualification requirements, only military/DoD activities will be permitted to schedule range time on Saturdays and Sundays. Due to the amount of military reserve personnel required to qualify, no one unit will be permitted to schedule more than two range periods per day without approval from the Weapons Officer. All Range Staff Official's (RSO's) and Line Coaches must be properly qualified IAW City of Westworth requirements. To schedule range times, contact (817) 782-3918/3919 or fax request to ext. 3920. Notify the Range Staff of any changes or cancellations as soon as possible.

3. RSO responsibilities. The primary RSO shall ensure the safe operation of the small arms qualification range. RSO's shall be certified small arms instructors and designated in writing by their department head. The primary RSO shall provide training for authorized civilians in the safe handling and use of firearms IAW applicable courses per OPNAVINST 3591.1D, and ensure that all required equipment and necessary training aids are available to complete the training evolution. The primary RSO shall perform the following for each evolution:

a. Ensure that range equipment and controls are in proper working order, i.e., target systems, computers, lighting, and intercom, prior to commencement of firing and at the conclusion of the firing evolution.

b. Ensure that all required data is entered into the Range Usage Log at the end of the firing evolution.

c. Report any problems with the range equipment or facility to the Range Staff as soon as practical.

d. On qualification day, inspect the range for safety hazards, trash and expended brass. If required, the unit will install new targets.

4. **Line Safety Officer (LSO) responsibilities.** LSOs shall be certified small instructors, who conduct marksmanship training, coach individual shooters and correct weapon malfunctions while on the firing line, ensuring ALL safety procedures are strictly adhered to at all times. LSOs shall ensure that proper Instructor/Student ratios are maintained as follows:

- 1 to 6 - shooters who have previously qualified on the same course of fire with the same weapon.
- 1 to 4 - new shooters.
- 1 to 2 - lowlight fire course.
- 1 to 1 - any practical weapons course maintained per OPNAVINST 3591.1D.

5. **General Procedures and Information**

a. **Range check-out/in procedures.** Activities with an approved training date and time shall check in with range personnel and conduct their Pre-Use Inspection prior to starting their firing evolution per the Pre-Use and Post-Use Checklist. At the conclusion of training, the RSO shall complete the Post-Use Checklist, and return it to range personnel, who shall conduct a Post-Use inspection and notify the using activity of any discrepancies.

b. **Personnel.** All RSO personnel must be certified as small arms instructors by their respective agency. Proof of training must be made available to the Range Staff prior to utilizing the range. There will be a maximum of 10 shooters on each range at one time. No other personnel shall be allowed in the range area during firing evolutions other than the required number of LSOs. The RSO of the evolution will be located in the control room to supervise and run course of fire.

c. **Ammunition.** When possible, the use of frangible ammunition shall be used. No ammunition, military or otherwise that has not been inspected or has been deemed unsafe by the RSO will be used on the range. All military handgun, shotgun and submachine gun ammunition procured through normal supply channels may be safely used. Rifle ammunition is restricted to 7.62mm or less. Additional restrictions regarding ammunition type or caliber may be implemented without prior notice and at RSO discretion. The trap is capable of capturing projectiles with muzzle velocities between 900 and 3600 feet per second and muzzle energy levels up to 3600 foot-pounds. No reloaded or hand loaded rounds may be fired on the range.

d. **Weapons.** No weapon, military or otherwise, that has not been inspected or has been deemed unsafe by the RSO will be used on the range. The use of fully automatic weapons is authorized; however, firing on full automatic should not exceed 200 rounds per minute, per shooting lane. At this rate, do not exceed 2 hours duration during a 24-hour period per Caswell Operation & Maintenance Manual.

e. **Firing Range Safety Rules: THE USE OF ANY FORM OF TRACER AMMUNITION IS STRICTLY PROHIBITED.** The following safety rules apply to all personnel:

- (1) ALL WEAPONS ARE TO BE TREATED AS IF THEY WERE LOADED.
- (2) NEVER LET THE MUZZLE COVER ANYTHING NOT INTENDED TO RECEIVE FIRE.
- (3) KEEP YOUR FINGER OFF THE TRIGGER UNTIL YOUR SIGHTS ARE ON THE TARGET AND YOU ARE READY TO SHOOT.
- (4) ALWAYS OBEY THE COMMANDS AND INSTRUCTIONS OF THE RANGE OFFICERS INSTANTLY AND EXACTLY.
- (5) ALWAYS KEEP MUZZLE POINTED IN A SAFE DIRECTION; THIS MEANS DOWNRANGE.
- (6) NO RELOADED AMMUNITION WILL BE FIRED ON THE RANGE.
- (7) KEEP THE ACTION OPEN AND WEAPON UNLOADED UNTIL OTHERWISE INSTRUCTED.
- (8) NEVER PASS A FIREARM TO ANOTHER PERSON OR ACCEPT A FIREARM FROM ANOTHER PERSON, OTHER THAN AN INSTRUCTOR.

(9) "DRY FIRING" IS ALLOWED ONLY AT THE DIRECTION AND UNDER THE SUPERVISION OF THE SMALL ARMS INSTRUCTOR.

(10) THINK BEFORE SHOOTING: ONCE YOU PULL THE TRIGGER YOU CAN'T TAKE BACK THE ROUND YOU JUST FIRED.

(11) NEVER JOKE AROUND OR ENGAGE IN HORSEPLAY WHILE HANDLING OR USING FIREARMS.

(12) BE ALERT AT ALL TIMES; NEVER SHOOT IF YOU'RE TIRED OR IMPAIRED IN ANY WAY. DON'T MIX ALCOHOL OR DRUGS WITH SHOOTING.

(13) ALWAYS WEAR EYE AND EAR PROTECTION WHILE SHOOTING.

(14) CEASE FIRE IMMEDIATELY IF ENCOUNTERING BACK SPLATTER OR RICOCHETS, OR IF YOU OBSERVE SMOKE OR SPARKS ON BULLET IMPACT.

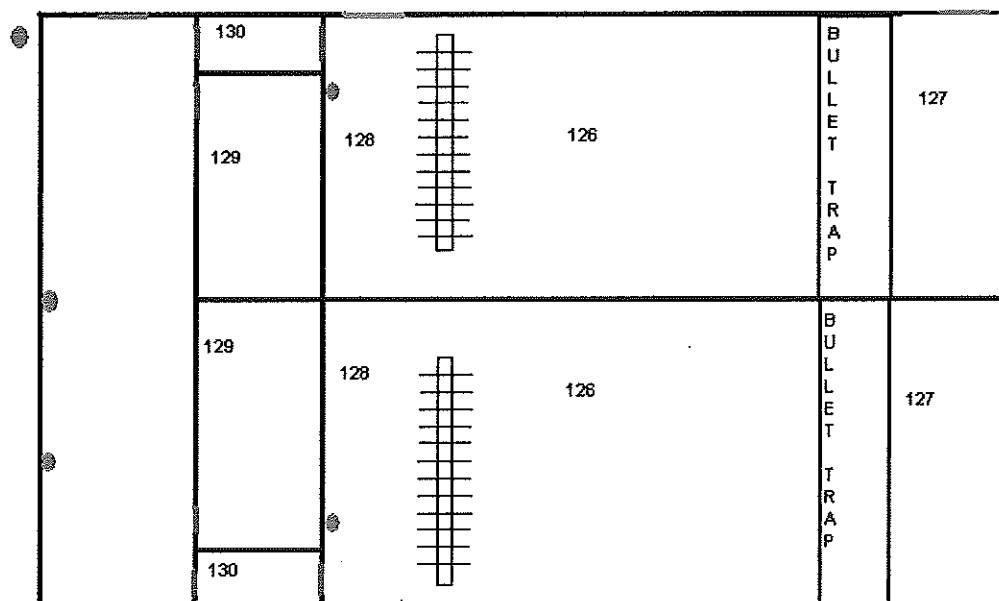
(15) THE VENTILATION SYSTEM SHALL BE IN OPERATION WITH ALL RANGE DOORS TIGHTLY CLOSED, ANY TIME THE RANGE IS IN USE.

(16) IF YOU SEE UNSAFE BEHAVIOR ANY TIME WHEN FIREARMS ARE BEING HANDLED OR USED, SPEAK UP AND ACTION WILL BE TAKEN TO CORRECT UNSAFE BEHAVIOR.

(17) MAKE SURE YOUR FIREARM IS IN GOOD MECHANICAL CONDITION BEFORE FIRING IT. IF YOU'RE UNSURE OF ITS CONDITION, ASK AN INSTRUCTOR.

(18) RANGE SAFETY DEPENDS ON RANGE DISCIPLINE. ANY VIOLATION OF THESE RULES WILL RESULT IN IMMEDIATE EXPULSION FROM THE FIRING RANGE AND MAY BE THE SUBJECT OF DISCIPLINARY ACTION.

RANGE BLDG #1345



ROOMS/AREAS
 126 FIRING RANGE-TARGET AREA
 127 FIRING RANGE-SERVICE CORRIDOR
 128 FIRING RANGE-READY AREA
 129 RANGE MASTER CONTROL ROOM
 130 AIRLOCK ENTRY/EXIT VESTIBULE

PRIMARY ENTRANCE/EXIT ————
 EMERGENCY EXIT DOORS ————
 FIRE BOTTLES ●

EMERGENCY PHONE LISTING

Security (817) 782-5200
 Explosive Safety Officer..... (817) 782-6252
 Safety Officer..... (817) 782-7030
 Command Duty Officer..... (817) 825-4079
 EOD - DSN 737-2929/2390; COMM.. (817) 287-2929
 Fire Department (Non-Emergency) (817) 782-6330
 Fire/ Medical Emergency911

NON-EMERGENCY LISTING

Commanding Officer.....(817)782-7600

NAS JRB Fort Worth Small Arms Range Pre-Use and Post-Use Inspection Checklist

Pre-Use:

_____ Receive Range Safety Briefing

_____ Check for over-all cleanliness of the range. You will be responsible for clean-up once completed.

_____ ACTIVATE THE RANGE VENTILATION SYSTEM. Allow system to run approximately 15 minutes prior to shooting.

NOTE: While ventilation system is in operation, only one (1) door into the range may be opened at a time.

_____ Enter the range and turn power switches to ON position for each individual range.

_____ Enter range control booth and turn on range interface adapter box, computer and monitor. The computer automatically starts the Range master 9000 program. Turn on PA amplifier under the counter and the PA control box.

Post-use:

_____ Pick-up ALL brass/shell casings. Place brass into containers provided and place shot-gun shells in garbage.

NOTE: FORWARD OF THE FIRING LINE, Pick up ONLY expended round/shell casings.

_____ Remove and dispose of ALL consumable materials. (i. e. Used targets, ammunition boxes and all trash). Serviceable target backings should be stacked neatly and retained for future use.

_____ Place carriers in the HOME position and facing forward.

_____ Shut down power to all firing lanes.

_____ Enter control and shut down interface unit, ventilation system, computer and monitor. Also ensure that all lights are secured.

_____ ENSURE THAT BOTH RANGE AND RANGE CONTROL HAVE BEEN PROPERLY POLICED AND INSPECTED BY RANGE PERSONNEL.

The NAS JRB Fort Worth Small Arms Training Range Standard Operating Procedures, the Range Safety Rules, and the Pre-use and Post-use Checklist, if not attached, are incorporated by reference.

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - G.

I. Subject:

Consider approving the City Manager to execute an interlocal agreement for participation in the City of Fort Worth's Environmental Collection Center Household Hazardous Waste Program.

II. Originated by:

Amy Owens, Utility Billing Administrator

III. Summary:

This is an annually renewed agreement that allows Kennedale residents to drop off Household Hazardous Waste at Fort Worth's Environmental Collection Center at no cost to the resident.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	attachment	FW ECC.pdf
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INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY2012

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of Kennedale, hereinafter referred to as "Participating City" and located in Tarrant County, Texas acting herein by and through Bob Hart its duly authorized City Manager.

(Name) (Title)

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director
TPW – Environmental Services Division
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to Participating City:

City of Kennedale
Attn: Amy Owens
405 Municipal Drive
Kennedale, Texas 76060

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: Amy Owens telephone number: 817-985-2122
Mobile phone number (24-hour) where he or she can be reached: 682-365-0059
Email Address: aowens@cityofkennedale.com

Alternate person is Larry Ledbetter telephone number: 817-985-2171
Mobile phone number (24-hour) where he or she can be reached: 817-538-7383
Email Address: lledbetter@cityofkennedale.com

VOUCHER UTILIZATION

The Participating City:



DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.



DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Amy Owens

Name

Utility Billing

Department (if applicable)

405 Municipal Drive

Street Address or PO Box

Kennedale, TX 76060

City, State, ZIP

aowens@cityofkennedale.com

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth TPW-Environmental Services Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of

environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC – Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ – Texas Commission on Environmental Quality.

2. PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2011 or the date the last party has signed this Agreement, whichever is later, through September 30, 2012 however the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2012 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events

using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2012 calendar year on January 3, 2012. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

(d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.

- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be preformed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for

use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.

- (c) Participating City shall be responsible for all property damage, personal injury or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event,

the parties shall agree upon the details of the traffic control, signage, and personnel assistance.

- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
 - 5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW**

AND STATE LAW. Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
 - 1. the container contents are what the label indicates;
 - 2. the container contents are those originally placed into the container by the manufacturer;
 - 3. the product is of the quality intended for its use;
 - 4. the contents of the container have been stored properly;
 - 5. the instructions on the container label for use, storage, and first aid are current or correct;
 - 6. the container is in unimpaired condition;
 - 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 - 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.
- E. **INDEMINIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS,

INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.

F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

Remainder of this page intentionally left blank

8.
RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. -- 7:00 p.m.

Saturday 9:00 a.m. -- 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday, Friday, and Saturday, November 24-26, 2011

Christmas Eve, Saturday, December 24, 2010

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 26 and September 1 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

- C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**") "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13. FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

CITY OF Kennedale

By:

By:

Fernando Costa
Assistant City Manager
Date: _____

Printed name: Bryan Lankhorst
Title: Mayor
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Arthur N. Bashor
Assistant City Attorney

City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

Marty Hendrix
City Secretary

City Secretary

Contract Authorization

Date

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection
event on my property to collect household hazardous waste on the _____, 20____.
I hereby give my permission to the City of _____ and the City of Fort
Worth, to hold a household hazardous waste collection event on my property in which the City
of _____ has asked the City of Fort Worth to send its mobile
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of
Fort Worth or its officers, agents, and employees and the City of _____
and its officers, agents, and/or employees for any and all claims, demands, liability, causes of
action, actions or suits of any character that I may have against the City of Fort Worth or its
officers, agents, and/or employees and the City of _____ or its officers,
agents, and/or employees for any property loss or damage, for any and all personal injury
including death or any other damage of any kind or character which may arises or that arises
from allowing the City of _____ to hold a household hazardous waste
collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not
been influenced in any extent whatsoever by any representation or statements not contained in
this Agreement.

Signature

Date

Witness

Date

Date: August 11, 2011

Agenda Item No: CONSENT ITEMS - H.

I. Subject:

Discuss and consider AN ORDINANCE OF THE CITY OF KENNEDALE, AMENDING SECTION 2 OF ORDINANCE NO. 353; AMENDING THE FEE SCHEDULE TO REFLECT THE SAME; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

On November 9, 2006 the City Council amended the Code of Ordinances to establish a Credit Card Payment Processing Fee. Section 132.002 of the Texas Local Government code authorizes municipal officials to accept payment by credit card, and Section 132.003 provides for the collection of a fee for processing or handling the payment by credit card: "The governing body of a municipality shall set the processing fee in an amount that is reasonably related to the expense incurred by the municipal official in processing the payment by credit card. However, the governing body may not set the processing fee in an amount that exceeds five percent of the amount of the fee, fine, court cost, or other charge being paid," (with the exception of use through a third-party vendor).

After careful research of past credit card payment trends and the potential increase of new credit card use, the City Council approved updated rates on February 12, 2009 given the City's ability to offer credit card payments online. This feature is continuing to be utilized more and more, particularly as newer enhancements are made, such as viewing of consumption history data, etc. In an effort to further transition Utility Billing customers to our online service and decrease the amount of time spent on the phone taking payments, staff would like to recommend the following fees per transaction:

DEPARTMEN T	CURRENT PER TRANSACTION	NEW PER TRANSACTION
Utility Billing	\$1.00 (Payment Less Than \$20 No Fee)*	\$5.00 - Phone Only
Municipal Court	3% of Total*	No Change
Permits	2% of Total*	No Change

Miscellaneous* \$1.00 (Payment Less Than \$20 No
Fee)* No Change

* Via Phone, Online and In-Person

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Credit Card Fee Ordinance	Credit Card Fee Ordinance.doc
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KENNEDALE, AMENDING SECTION 2 OF ORDINANCE NO. 353; AMENDING THE FEE SCHEDULE TO REFLECT THE SAME; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Section 132.002 of the Texas Local Government Code provides that the governing body of a municipality may authorize a municipal official who collects fees, fines, court costs or other charges to accept payment for these by credit card; and

WHEREAS, Section 132.003 of the Texas Local Government Code also provides that the official may collect a fee for processing the payment by credit card; and

WHEREAS, the City Council desires to amend the code of ordinance and the fee schedule to update the credit card processing fee at an amount that is reasonably related to expenses that are incurred by the City when municipal officials process the payment by credit card.

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

SECTION 1.

That Ordinance No. 353 is hereby amended by repealing Section 2 thereof.

SECTION 2.

The Credit Card Payment Processing Fee heretofore adopted and set forth in Section 2.3(a) of the Kennedale City Code is hereby amended by updating the following to Administrative Fees:

Credit Card Fees:

When payment of any fee, fine, court cost or other charge related to Kennedale Municipal Court is made by credit card (over the phone, in person and online), a

fee equaling three percent (3%) per fee, fine, court cost or other charge paid by credit card will be added to the fee, fine, court cost or other charge paid.

When payment of any fee or other charge related to Kennedale Utility Billing is made by credit card (over the phone only), a fee equaling five dollars (\$5.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.

When payment of any fee or other charge related to Kennedale Permitting is made by credit card (over the phone, in person and online), a fee equaling three percent (3%) per fee or other charge paid by credit card will be added to the fee or other charge paid.

When payment of any fee or other charge related to any other miscellaneous activity is made by credit card (over the phone, in person and online), a fee equaling one dollar (\$1.00) per fee or other charge paid by credit card will be added to the fee or other charge paid.

If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the City shall collect the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge.

SECTION 3.

This Ordinance shall be cumulative of all other ordinances of the City of Kennedale, and shall not repeal any of the provision of such ordinances except in those instances when provisions of such ordinances are in direct conflict with the provisions of this ordinance, in which the event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared 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.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 11th day of August 2011.

APPROVED:

Mayor, Bryan Lankhorst

ATTEST:

Amethyst Cirimo, City Secretary

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Discuss and consider authorizing the City Manager to approve and sign agreements awarding bids for health, dental, vision, life, and accidental death and dismemberment insurance coverage.

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

In April 2011, staff met with Brinson Benefits, the city's current insurance consultant regarding the city's benefit plans, plan utilization and preparation for the July bid process. At that time the claims loss ratio was approximately 81.5% including 73% utilization of generic pharmaceuticals and only four (4) claims over \$10,000.

July 1, 2011, staff received the insurance renewal with an overall decrease of 1%. Staff then bid the insurance to obtain more competitive offers. The City advertised and received bids from three companies (BCBS, Cigna, and Humana). Four companies declined to participate due to an inability to respond with competitive rates (Aetna, TML-Intergovernmental Employee Benefits Pool, Trustmark, and United Healthcare).

In reviewing the proposals, Cigna was removed from consideration due to proposed premiums lacking competitive rates even when comparing current plan design provided by Blue Cross Blue Shield.

Humana appeared to have offered the most competitive rates on alternate plan designs, decreasing employee out-of-pocket deductibles and improving the coinsurance coverage. However, Humana considers the City to be a small group and therefore reserved the right to decline coverage or increase quoted rates once employee and dependents answered medical questions.

Given staff concerns with the deductible and out-of-pocket coinsurance, Brinson was able to negotiate with BCBS to improve the plan design slightly, by offering a \$2,500 deductible with an 80% coinsurance and a buy-up PPO plan that includes a \$1,500 deductible with an 80% coinsurance for an approximate 5% savings over the current rates. In addition, staff is proposing to continue offering the Health Savings Account. In offering the Health Savings Account, and a core PPO with a buy-up option, employees will have a choice with regard to out-of-pocket costs.

In addition, Blue Cross Blue Shield offered the best dental and life insurance options, providing a 7% decrease in dental insurance over the current provider and matching the current life rates with no increase.

Vision insurance proposal with Ameritas remained flat and therefore staff is recommends continuing

offering vision insurance through the current provider.

In moving dental and life insurance coverage to Blue Cross Blue Shield and offering a dual option PPO with a buy-up plan, the city will experience an overall expenditure of \$477,438, a savings of \$28,562 in the proposed budget.

Recommendation: Recommend acceptance of Blue Cross Blue Shield proposal for medical, dental, and life insurance and Ameritas as the vision provider for a total allocation of \$477,438 and Brinson Benefits as the agent of record and authorizing the City Manager to execute the agreements.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Discuss and consider appointing LaCresha Sanders to Place 2 on the Keep Kennedale Beautiful Commission.

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

Please consider the following application for Place 2 of the KKB. This will fill all seats on the commission.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Application	LaCresha Sanders.pdf
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red: 7/19 (16)



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: LaCresha Sanders Age (Optional): _____

Home Address: 1258 Leanne Court

Home Phone: 682-556-1763 Business/Cell Phone: 817-960-5971

Email: sanders1915@gmail.com Alt. Contact: _____

Resident of City for 30 Years Voter Registration No: ?

Occupation: Surgical Technician, Budget/Inventory Specialist

Education: TCJC Criminal Justice 2yr 2001, UTA Surgical Technician 2007

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: July 19, 2011

Signature: _____

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Discuss and consider appointing Ernest Harvey as Chair and Charles Overstreet as Vice-Chair of the Planning and Zoning Commission, as recommended by that Commission.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

Please consider appointing, as recommended by P&Z:

Ernest Harvey - Chair
Charles Overstreet - Vice Chair

of the Planning and Zoning Commission.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - D.

I. Subject:

Discuss and consider A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS ESTABLISHING AN ATTENDANCE POLICY FOR ALL MEMBERS OF ALL CITY BOARDS AND COMMISSIONS AND PROVIDING AN EFFECTIVE DATE.

II. Originated by:

Bob Hart, City Manager

III. Summary:

The attached resolution has been prepared based upon the discussion Governance workshop and July 14 City Council meeting) of attendance requirements for board and alternate members to each of the City's boards and commissions. The policy requires an annual review and removal of members not attending at least 75% of their respective meetings. The resolution also provides for a six-month review if desired by the city council and provides for an excused absence review.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1. Resolution - Attendance Policy	Resolution - Board and Commission ATTENDANCE.docx
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Resolution _____

**A RESOLUTION OF THE CITY COUCL OF THE CITY OF KENNEDALE, TEXAS
ESTABLISHING AN ATTENDANCE POLICY FOR ALL MEMBERS OF ALL CITY
BOARDS AND COMMISSIONS AND PROVIDING AN EFFECTIVE DATE.**

Whereas, the City of Kennedale has high expectations for its advisory boards and their members; and

Whereas, contributions by members can best be done by regular attendance and active participation.

Now, Therefore Be It Resolved by the City Council of the City of Kennedale that:

Section 1.

The preamble is true and correct

Section 2.

The required annual attendance for each board or commission member is 75%.

Section 3.

The City Council will review attendance annually and may remove any member falling below the 75% attendance threshold.

Section 4.

The City Manager is directed to monitor attendance and inform the City Council in six-month intervals if any board or commission member is failing to the attendance requirement.

Passed, approved and adopted on this the 11 day of August 2011.

Mayor, Bryan Lankhorst

ATTEST:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - E.

I. Subject:

Conduct a public hearing, review, and consider action to approve Case PZ 11-07, final plat requested by McCaslin Holdings for approximately 3.776 acres located on Bowman Springs Road, more particularly described as a portion of Lot 1, Block 1 Gaona Addition and a tract in the J Prickett Survey A 1225 and the E R Mingus Survey A 1075, City of Kennedale, Tarrant County, Texas.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

Background and Overview.

The Bowman Springs Road realignment project took out a small part of the Gaona Addition and left two small parcels from the old road alignment. The proposed plat would combine these remainders with the Gaona Addition, and the combined parcels would be subdivided into five lots. The plat would thus combine a property from an existing subdivision, plus two unplatted properties (remainders from the old road right-of-way). Staff view the plat therefore as both a final plat and a replat. The plat drawing is marked as a final plat, but the stricter processing procedures for replats were followed to ensure compliance with state law.

The property is zoned R-3 Single Family Residential and is served by existing sewer lines. A new water line is being constructed along Bowman Springs.

Plat Review.

Staff reviewed the plat for compliance with the subdivision regulations and with the comprehensive plan. The plat meets the lot size requirements specified for this zoning district, as stated in Section 17-405 of the city code. The Future Land Use Map shows this area as single family residential, and the proposed plat complies with that designation.

Our engineers also reviewed the plat drawing and noted some minor errors, and these have been corrected by the applicant. Corrections are also required before the construction plans can be approved, but these can be handled separately, outside of the platting process but before development begins.

Summary and Recommendation.

The Planning & Zoning Commission held a public hearing on this item on July 21. As the plat drawing conforms to subdivision regulations and complies with the comprehensive plan, the Commission recommended approving the plat, on the condition that any required changes to the plans be made.

Several residents attended the Planning & Zoning Commission meeting and registered opinions against

the plat. Their opposition appeared to be based on concerns about the size of homes that could be built in this zoning district (R-3), which they believed would diminish the property values of the adjacent neighborhood. The city does not have authority to regulate home size as part of the platting process, other than to require conformity to the zoning district, so the Planning & Zoning Commission was unable to consider this concern in making its decision. Another concern was that the development would restrict access to retaining walls for Winding Creek residents, limiting the residents' ability to make needed repairs. Although this issue also cannot be addressed through the platting process (as long as the plat meets all city requirements for plats), we will be meeting with the project engineers to review the construction plans, and we will ensure the plans allow for access to maintain existing retaining walls.

IV. Fiscal Impact Summary:

N/A

V. Legal Impact:

State law requires that plats be approved if they meet all city requirements (e.g., subdivision regulations, compliance with comprehensive plan).

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - F.

I. Subject:

Consider authorizing the City Manager to execute a contract with Halff and Associates to conduct a flood control study on Village Creek in an amount not to exceed \$75,000

II. Originated by:

Bob Hart, City Manager

III. Summary:

The City of Kennedale was not successful in an effort to obtain federal funding for a flood control study of Village Creek. The study, however, must be done in order to obtain a benefit cost ratio with which to seek future federal funding. Staff is requesting the flood control study be done with local funds so that the City can meet future FEMA funding cycles. The proposed scope of work will include an hydrological analysis and modeling of Village Creek, an economic analysis of a buyout program, and calculation of historical and projected flood claim losses.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Halff Info & Contract	Village_Creek_Info.pdf
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July 22, 2011
P.7637

Mr. Bob Hart
City Manager
Kennedale City Hall
405 Municipal Drive
Kennedale, TX 76060

RE: ***Proposal for Engineering Services:
Village Creek Flood Study within the City of Kennedale, Texas***

Dear Mr. Hart:

Halff Associates, Inc. is pleased to present the following proposal and fee schedule to provide survey and engineering services required to prepare a flood study of Village Creek within the City of Kennedale, Texas.

The enclosed proposal includes Attachment "A" – Scope of Work, Attachment "B" – Fee Summary and Schedule, and Halff Associates' Standard Form of Agreement. We propose a lump sum fee of **\$75,000** for this project. The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. If the attached documentation is acceptable, please sign both copies and return one signed copy to our office. The receipt of the signed documentation by both parties will serve as notification to proceed, approval of the budget and agreement to fee schedule and basis of compensation.

We will begin work on the services listed in Attachment "A" following receipt of the Notice-to-Proceed and anticipate 6 months from Notice-to-Proceed to complete the work described. Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Cindy H. Mosier".

Cindy H. Mosier, PE, CFM
Project Manager

Attachments

EXHIBIT 'A' - ATTACHMENT 'A'

SCOPE OF WORK

Village Creek Flood Study

City of Kennedale, Texas

GENERAL DESCRIPTION – The objectives of the study are to provide the City of Kennedale with a study to assess flooding along Village Creek from the Union Pacific Railroad downstream to Interstate Highway 20 (hereafter referred to as "Village Creek") within the City to:

1. Compile pertinent existing engineering data and newly developed information into a comprehensive report to identify and evaluate flood prone properties and infrastructure along Village Creek within the City of Kennedale
2. Formulate and analyze conceptual alternative solutions that will reduce or eliminate flooding problems along Village Creek within the City
3. Provide supporting data for the Village Creek Master Plan and future pursuits of outside funding sources to implement the flood study recommendations
4. Assist in the prevention of future flooding problems with prudent floodplain management

Task 1 – Data Collection

A. Data Collection

1. Obtain digital copies of the most recent available aerial topographic (2009 TNIRIS LIDAR topography) and photographic data
2. Collect applicable past studies and reports (including CLOMRs and LOMRs), disaster files, complaint files, rainfall records, records of street closures or rescues/deaths, and related flooding data from the City

B. Field Work

1. Conduct field reconnaissance to identify, map, and photograph the following: existing channel and bridge/culvert conditions, structures within the existing 100-year floodplain, and other physical features that could affect flooding within the City
2. Determine locations to field survey lowest adjacent grades and finish floor for select structures within the floodway and floodplain

Task 2 – Hydrologic Analysis

- A. Obtain FEMA effective hydrologic model of Village Creek (effective model computed discharges for the 10-, 50-, 100-, and 500- year storm events), if available
- B. Update model to compute discharges for additional frequencies as necessary for study (ie. 2-, 5-, 25- and 250- year storm events)

Task 3 – Hydraulic Analysis

A. Existing Conditions Hydraulic Analysis

1. Obtain FEMA effective hydraulic model of Village Creek
2. Update hydraulic model with additional cross sections as needed and 2009 TNRIIS Lidar.
3. Update model to reflect current conditions as needed (ie. Manning's "n" values, representation of structures within floodplain)
4. Execute flood profiles for the FEMA 10-, 50-, 100-, and 500 year storm events and additional frequencies as necessary for study (ie. 2-, 5-, 25-, and 250-year storm events)
5. Update/optimize floodway model
6. Delineate the limits of the existing conditions 100-year and 500-year floodplain and floodway in GIS format (and additional frequencies as necessary for study)
7. Compare flood profiles to FEMA FIS flood profiles

Task 4 – Conceptual Alternative Improvement Analysis

A. Flood Damage Assessment

1. Based on the calculated flood elevations and delineated floodplains, determine the structures inundated by the 2-, 5-, 10-, 25-, 50-, 100-, 250-, and 500-year storm events
2. Identify areas of needed improvements, including undersized bridge/culvert structures, undersized improved channel sections, and flooded overbank areas

B. Non-structural improvement alternatives

1. Evaluate non-structural improvement alternatives such as acquisition and relocation, open space preservation, and eco-restoration
2. Evaluate effect on computed water surface elevations by removing fill associated with Apache Auto Salvage and other selected encroachments from floodway and selected structures from floodplain
3. Update hydraulic model with select concept improvements from Village Creek Master Plan currently being prepared to evaluate effect on computed water surface elevations
4. Prepare preliminary estimates of probable cost for selected non-structural improvement alternatives

Task 5 – Current Market Values – Obtain opinion of current market values of structures identified from Real Estate Appraiser selected by City.

Task 6 - Benefit/Cost Analysis

A. Flood Damage Reduction Analysis

1. Utilize the USACE-HEC Flood Damage Reduction Analysis (HEC-FDA) software to estimate the existing single event and expected annual flood damages for existing conditions and selected non-structural alternatives
2. Determine benefit/cost ratios for selected non-structural alternatives

B. Evaluation and Prioritization of Alternatives

1. Evaluate and prioritize potential improvements based on benefit/cost analysis
2. Meet with City staff to discuss potential improvement alternatives

C. Explore Funding Opportunities

1. This task will include compiling a list of potential sources of outside funding to supplement City funding sources (CIP and Storm Water Utility) for alternative improvement projects.
2. Potential sources may include TWDB construction loans, FEMA grants (ie. Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program, and Flood Mitigation Assistance Program which the City is eligible for due to their FEMA approved Mitigation Action Plan), or other federal/state agency funding sources

Task 7 – Project Management / Final Report

A. Project Coordination and Management

1. Conduct periodic project status meetings with the City of Kennedale.
2. Prepare monthly progress reports for City of Kennedale, identifying work accomplished, work to be done, and outstanding issues that need attention

B. Deliverables/Final Report

1. Prepare Flood Study Report including procedures, results, and recommendations.
2. The report will include technical data utilized in preparation of the study in digital format, including:
 - a. hydrologic and hydraulic models
 - b. GIS shapefiles
 - c. Flood profiles for selected storm events
 - d. Floodplain delineations for selected storm events
3. Data provided will be suitable for use in preparing applications for the selected funding opportunities to be pursued. (Note, as indicated in Task 6, the economic analysis will be performed according to USACE guidelines and software. If a FEMA grant is pursued, the economic analysis will need to be updated with FEMA software)

4. Data provided will be suitable for use in supplementing the Village Creek Master Plan currently being prepared.
5. Issue draft report for City staff review
6. Incorporate staff comment revisions to Final Report
7. Deliver two (2) copies of Final Report to the City of Kennedale.

EXHIBIT 'A' - ATTACHMENT 'B'

FEE SUMMARY

Village Creek Flood Study

City of Kennedale, Texas

Task	Description	Total
1.	Data Collection and Field Work	\$5,000
2.	Hydrologic Analysis	\$5,000
3.	Hydraulic Analysis	\$10,000
4.	Conceptual Alternatives	\$20,000
5.	Current Market Values	\$5,000
6.	Benefit/Cost Analysis	\$15,000
7.	Project Management / Final Report	\$13,000
8.	Direct Expenses	\$2,000
TOTAL		\$75,000

PROPOSED SCHEDULE

DESCRIPTION		2011					2012	
		Aug	Sep	Oct	Nov	Dec	Jan	Feb
Task								
1	Data Collection							
2	Hydrologic Analysis							
3	Hydraulic Analysis							
4	Conceptual Alternatives							
5	Current Market Values							
6	Benefit/Cost Analysis							
7	Project Management/Final Report							

The estimated fee established above shall be considered lump sum. Costs incurred will be carefully monitored during the progress of this project and will not be exceeded without prior approval from Client. Services will be invoiced monthly, based on the percentage of work

completed. Direct expenses including printing and reproduction, postage, messenger service, long distance telephone calls and travel outside of the Dallas/Fort Worth Metroplex will be considered reimbursable. They will be billed at 1.1 times the direct cost incurred.

The budget established above does not include revisions to the scope of work after the Notice-to-Proceed. If revisions are requested by the Owner, a revision to the scope and budget will be required. Payment for services authorized and rendered are not contingent on third party agreements. Furthermore, Halff Associates may withhold drawings, documents, reports, or any other tangible items produced under the terms of this agreement until all outstanding invoices are paid.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

EXHIBIT A
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN

CITY OF KENNEDALE, TEXAS (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I. SCOPE - Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by City of Kennedale, Texas, a municipality (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification and Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee and at Engineer's sole discretion, Engineer may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those

individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess the drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. With regard to all drawings and instruments, Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INDEMNIFICATION - Engineer agrees to indemnify and hold Client harmless from any actual damages, liability or costs, including

reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall only indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards.

Client acknowledges that Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials and shall be indemnified and defended by Client for any and all claims arising out of the presence of hazardous materials or conditions except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

VII. INSURANCE - Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

VIII. SUBCONTRACTS - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

X. INTEGRATION - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered and interpreted under the laws of the State Texas. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Exclusive venue shall lie in Tarrant County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XIII. TERMINATION OF WORK - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of notice of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Should regulations, laws, rules or other requirements be promulgated following execution of this Agreement Client agrees to fully reimburse Engineer and its subconsultants for those taxes paid or assessed that were not enforceable as of the date of this Agreement.

XV. ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise the parties agree that such meeting shall still be required but the institution of proceedings shall not be precluded for failure to meet this specific meeting requirement.

XVI. SEVERABILITY - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE - Client recognizes that Engineer must perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. AGREED REMEDIES - In recognition of the relative risks and benefits of the Project to both

the Client and the Consultant, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, including, without limitation, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed the Consultant's fee for the services performed under this Agreement or \$50,000, whichever is greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XIX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Cindy H. Mosier

Name: Cindy H. Mosier

Title: Project Manager

Date: 7-22-2011

APPROVED:

Client: City of Kennedale, Texas

Signature: _____

Name: Bob Hart

Title: City Manager

Date: _____

Date: August 11, 2011

Agenda Item No: REGULAR ITEMS - G.

I. Subject:

Discuss and Consider ADOPTING BY REFERENCE THE TEXAS FOOD ESTABLISHMENT RULES: AN ORDINANCE REGARDING THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, TEMPORARY FOOD ESTABLISHMENTS, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS; REQUIRING PERMITS FOR FOOD MANAGERS AND FOOD HANDLERS AND PROCEDURES FOR THE SUSPENSION OR REVOCATION OF PERMITS; REQUIRING CONSTRUCTION PLANS FOR FOOD ESTABLISHMENTS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1. Tarrant County Food Handling Draft	Tarrant County Ordinance for Food Handling.doc
2. Fee Schedule	TCFood Handling Fee Sched.pdf

ORDINANCE NO. _____

ADOPTING BY REFERENCE THE TEXAS FOOD ESTABLISHMENT RULES:

AN ORDINANCE REGARDING THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, TEMPORARY FOOD ESTABLISHMENTS, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS; REQUIRING PERMITS FOR FOOD MANAGERS AND FOOD HANDLERS AND PROCEDURES FOR THE SUSPENSION OR REVOCATION OF PERMITS; REQUIRING CONSTRUCTION PLANS FOR FOOD ESTABLISHMENTS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Section 1. Adoption of Texas Food Establishment Rules

- A. The City of Kennedale adopts by reference the provisions of the rules, as amended by the Executive Commissioner of the Health and Human Services Commission, found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175, regarding the regulation of food establishments in this jurisdiction.

B. *Definitions:*

"Authorized agent or employee" means the employees of the regulatory authority.

"Food establishment" means a food service establishment, a retail food store, a temporary food establishment, a mobile food unit, and/or a roadside food vendor.

"Rules" means the state rules found at 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175. These rules are also known as the Texas Food Establishment Rules.

"Regulatory authority" means the Tarrant County Public Health Department.

Section 2. Permits and Exemptions

A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferrable from one person or entity to another or from one location to another location, except as otherwise permitted by this ordinance. A valid permit must be visibly posted in or on every food establishment regulated by this ordinance.

Section 3. Application for Permit and Fees

- A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- B. Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.
- C. Fees for permits issued under this ordinance shall be as listed in the attached fee schedule.

Section 4. Review of Plans

- A. Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20% or greater of the area of the food establishment is to be remodeled or when equipment required by the rules is to be relocated or removed. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the regulatory authority if they meet the requirements of the rules adopted by this ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.
- B. Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.
- C. Fees for the review of plans shall be as listed in the attached fee schedule.

Section 5. Inspections

- A. Before a permit is issued, the regulatory authority or its authorized representative shall inspect and approve the food establishment. An inspection of a food establishment shall be performed at least once annually and shall be prioritized

based upon assessment of a food establishment's compliance and potential of causing foodborne illness according to 25 TAC 229.171(h).

- B. The regulatory authority shall classify food establishments as special priority, high priority, medium priority or low priority, according to the type of operations; particular foods that are prepared; number of people served; susceptibility of the population served; history of violations and any other risk factor deemed relevant to the operation.
- C. Refusal of an owner, manager or employee to allow the authorized representative of the regulatory authority, upon presentation of credentials, to inspect any permitted business or operation therein during normal business hours will result in an immediate suspension of the permit, requiring all permitted activities to be abated until after such time as a hearing may be held as provided in Section 7.

Section 6. Food Manager / Food Handler Certification

Requirements:

- A. Each food service establishment shall have at least one person employed in managerial capacity possessing a current food manager certificate approved by the regulatory authority.
- B. Each food service establishment with six or more employees that is required to have certified food managers must have at least one certified manager on site during all operations.
- C. Every employee of a food service establishment other than a certified food manager must maintain a valid food handler certification registered with the regulatory authority.
- D. Food handler certification shall be valid for a period of up to three years as determined by the regulatory authority.
- E. Food manager and food handler certification documentation must be maintained in the food service establishment and presented upon request by the regulatory authority.

Section 7. Suspension of Permit

- A. The regulatory authority may, without warning, notice or hearing, suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by Section 7.B. of this ordinance. When a permit is suspended, food operations shall immediately cease. Whenever a permit is

suspended, the holder of the permit shall be afforded an opportunity for a hearing within ten days of receipt of a request for a hearing.

- B. Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

Section 8. Revocation of Permit

- A. The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten day period.
- B. If no request for hearing is filed within the ten day period, the revocation of the permit becomes final.

Section 9. Administrative Process

- A. A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit as shown on their permit application. A copy of the notice shall be filed in the records of the regulatory authority.
- B. The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

Section 10. Remedies

- A. Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that

permit holder or those persons shall be fined not more than \$2000 dollars for each offense.

- B. The regulatory authority may seek to enjoin violations of these rules.

Section 11. Cumulative

This ordinance shall be cumulative of all provisions of ordinances and the Code of the City of Kennedale, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such and Code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

Section 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 13. Penalty

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 Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 14. Savings

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of the Kennedale City Code (1991), as amended, or any other ordinances regarding regulation of food establishments that 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 affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 15. Publication

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale the caption, penalty clause, publication clause and effective date clause of this ordinance as provided by Section 3.10 of the Charter of the City of Kennedale.

Section 16. Effective Date

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

PASSED AND APPROVED ON THIS 11TH DAY OF AUGUST, 2011.

Bryan Lankhorst, Mayor

ATTEST:

Amethyst G. Cirimo, City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

TARRANT COUNTY
FOOD PROGRAM FEE SCHEDULE

Food Store

≤ 5000 sq. ft.	\$200
> 5000 sq. ft.	\$300

Food Service

≤ 500 sq. ft.	\$100
> 500 ≤ 1500 sq. ft.	\$150
> 1500 ≤ 3000 sq. ft.	\$200
> 3000 ≤ 6000 sq. ft.	\$250
> 6000 sq. ft.	\$300

Child Care Food Service

\$150

Catering Operation

\$250

Food Court

\$200 per establishment

Adjunct Operation

Food Service	\$150 per independent operation
Food Store ≤ 5000 sq. ft.	\$150 per independent operation
Food Store > 5000 sq. ft.	\$200 per independent operation

Commissary

No food prep	\$100
With food prep	\$200

Mobile Units

Prepackaged food only	\$100
Open and/or food prep	\$200
Push Carts	\$200

Plan Review

≤ 500 sq. ft.	\$0
> 500 ≤ 3000 sq. ft.	\$50
> 3000 sq. ft.	\$100

Late Fee

From 1-30 days	10% of fee owed
From 31-60 days	20% of fee owed

The late fee increases 10% for each 30 day block until permit fee and late fee is paid.
Permits that are more than 90 days overdue will be void and required to reapply.

Reinspection Fee

Required reinspection	\$75
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Date: August 11, 2011

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

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.

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

City Council may choose not to meet in executive session if necessary.

VIII. Attachments: