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KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | NOVEMBER 19, 2019
CITY HALL COUNCIL CHAMBERS
405 MUNICIPAL DRIVE, KENNEDALE, TX 76060
WORK SESSION AT 5:30 PM | REGULAR SESSION AT 7:00 PM

I. CALL TO ORDER

To address the City Council regarding a Work Session item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Council as a whole, rather than individual Councilmembers or staff.

II. WORK SESSION

A. <u>WORK SESSION REPORTS</u>

1. Presentation by the City of Arlington regarding the Water and Wastewater Utility System Operations and Maintenance (O&M) Agreement

2. Update on Safe Routes to School Program

3. Discussion of current regulations regarding farmers markets

4. Discussion regarding maintaining a separate bank account for the Economic Development Corporation (EDC)

5. Receive a presentation and hold a discussion regarding the Greenways Project

B. <u>REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA</u>

III. EXECUTIVE SESSION

The City Council reserves the right to meet in Executive (Closed) Session at any time during this meeting, pursuant to the below cited sections of the Texas Government Code:

A. ***PURSUANT TO §551.071*** *— Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act, and the following:*

1. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., and special exception/special use permits

2. Discussion with the City Attorney regarding requests made under the Texas Public Information Act

3. Discussion with the City Attorney regarding an early termination and release agreement with Global Water Management, LLC

B. ***PURSUANT TO §551.074*** *— Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee; and the following:*

1. Discussion and consider the City Manager's Annual Performance Evaluation

C. ***PURSUANT TO §551.087** — (1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1):*

1. Discussion with the City Attorney regarding potential economic development incentive agreement with Quick Roofing

IV. REGULAR SESSION

A. ROLL CALL

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

C. VISITOR AND CITIZEN FORUM
At this time, any person may address the City Council, provided that a 'Request to Speak' form is submitted before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Council as a whole rather than individual Councilmembers or staff. Neither formal action nor discussion may occur at this time. Those wishing to speak on an agenda item should indicate as much on the form, and will be called upon to speak when the Council considers that item.

D. REPORTS AND ANNOUNCEMENTS
In addition to any items below, the Mayor and Council may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Updates from the City Council
2. Updates from the Mayor
3. Updates from the City Manager
4. Discussion of Financial and Investment Reports for the City and the EDC

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

1. Approval of the minutes from the October 15, 2019 regular meeting
2. Approval of the minutes from the October 22, 2019 special meeting
3. Consider authorizing a five-year extension of the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discuss and consider adoption of Resolution 562, affirming the casting of votes for the 2020 Tarrant Appraisal District (TAD) Board of Directors
2. Consider adoption of Ordinance 684, amending the composition, charge, and meeting requirements for the Utility and Infrastructure Board (UIB)
3. Consider making appointments to the Utility and Infrastructure Board (UIB)
4. Consider authorizing the City Manager to enter into an agreement with Shield Engineering Group at a cost of $103,700.00 for the engineering design of water, wastewater, drainage, and paving improvements for Peggy Lane
5. Consider authorizing the City Manager to enter into an agreement with Freese and Nichols to conduct a roadway, water, and wastewater impact fee study, at a cost of $100,000.00

G. PUBLIC HEARINGS

H. TAKE ACTION NECESSARY, PURSUANT TO EXECUTIVE SESSION, IF NEEDED

1. Consider approval of or amendments to an employment agreement with George Campbell to serve as City Manager

2. Take any other action deemed necessary as a result of the Executive Session

I. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE NOVEMBER 19, 2019 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

Leslie E. Galloway

LESLIE E. GALLOWAY, CITY SECRETARY

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.1.

SUBJECT
Presentation by the City of Arlington regarding the Water and Wastewater Utility System Operations and Maintenance (O&M) Agreement

ORIGINATED BY
George Campbell, City Manager

SUMMARY
The Cities of Arlington and Kennedale entered into two inter-local agreements that became effective on March 29, 2019. One agreement was for the eventual purchase of potable water from the City of Arlington and the other was an Operations and Maintenance (O&M) Agreement pursuant to which the City of Arlington began operating the City of Kennedale's water and wastewater utility systems.

This cooperative agreement for O&M between the two Cities has now been functioning for nearly eight months in a very successful manner. At this time, the City of Arlington Water Utilities staff will make a brief presentation to update the Council regarding the status of the new arrangement and the practices that have been implemented and services performed pursuant to the agreement.

Both City of Arlington and City of Kennedale staff will be present to provide information and respond to any questions that Council members may have regarding the status and implementation of the agreement.

RECOMMENDATION
Council discussion and comment is respectfully requested.

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.2.

SUBJECT
Update on Safe Routes to School Program

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY

After receiving Transportation Investment Generating Economic Recovery (TIGER) federal funding to address school transportation safety, The North Central Texas Council of Governments (NCTCOG) requested proposals for Safe Routes to School (SRTS) programs.

Nationally, 10% to 14% of car trips during morning rush hours are for school travel. SRTS programs aim to improve safety and increase levels of physical activity by encouraging students to walk or bicycle to school through infrastructure improvements, enforcement, tools, safety education, and incentives.

The City of Kennedale requested that NCTCOG consider improvements to the Crestdale area, with a focus on pedestrian connections to James F. Delaney Elementary and James A. Arthur Intermediate Schools. Since, staff has worked closely with NCTCOG, Kennedale ISD, and other stakeholders to identify needs and possible pedestrian improvements.

This work resulted in a plan for new sidewalks in the Crestdale area and a potential crosswalk and pedestrian beacon on Kennedale Parkway (proposal attached).

In 2018, City Council approved the required 20% match of $165,327 for implementation of the SRTS program (at an estimated total cost of $826,633). Staff continues to coordinate with NCTCOG to move this project forward, with the next steps including finalizing funding from NCTCOG and beginning design. Staff will provide a detailed presentation and be available to answer questions from the Council.

RECOMMENDATION

ATTACHMENTS

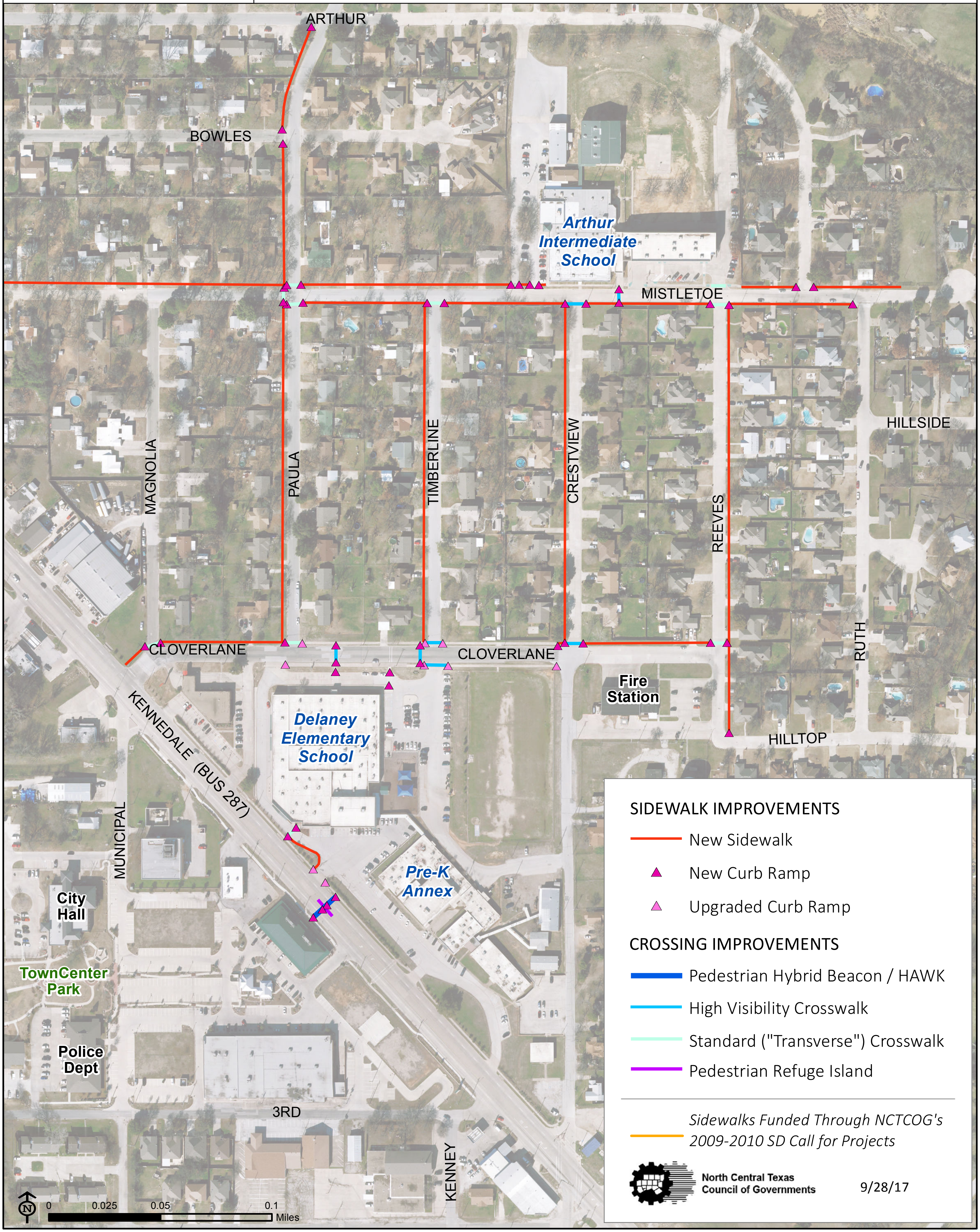
1.	Proposed – Traffic Calming	SRTS Recommended Traffic Calming and Control Improvements.pdf
2.	Proposed – Sidewalk / Crossing	SRTS Recommended Sidewalk and Crossing Improvements.pdf

Delaney Elementary and Arthur Intermediate, Kennedale, TX

Recommended Traffic Calming and Control Improvements

Delaney Elementary and Arthur Intermediate, Kennedale, TX

Recommended Sidewalk and Crossing Improvements



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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.3.

SUBJECT
Discussion of current regulations regarding farmers markets

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY
At the September 17, 2019 City Council Meeting — following a request by a citizen regarding the ability to open a farmers market in Kennedale and regulations that would apply — the Council requested that additional information be provided by staff. The purpose of this report is to provide information to the Council relating to farmers markets.

The City of Kennedale's Unified Development Code (UDC) permits farmers markets on properties with C2 (Commercial), AG (Agricultural) with special exception, and OT-3 (Old Town) zoning. The UDC defines farmers markets as "a building or structure designed or used for the seasonal sale of farm or home grown agricultural products, or agriculturally related products, directly to the consumer from a designated area that includes two (2) or more stands or stalls that are owned, leased or rented for the display or vending of fruit, vegetables, and other garden or farm crop."

Additionally, Chapter 10 (Health and Human Services) of the municipal code formally adopts all County and State requirements for food establishments and distribution. Thus, any distribution or sale of goods meant for human consumption (including those offered at farmers markets) must be properly inspected by Tarrant County Environmental Services and comply with all relevant State and County regulations, which are quite detailed and stringent. State law defines farmers markets as "a designated location used primarily for the distribution and sale of food directly to consumers by farmers and other producers", but also states that farmers markets are not food service establishments.

City staff coordinates with Tarrant County to ensure that food vendors (including mobile food vendors, food handlers, food managers, and others – based upon the vendor's operations and items offered) are appropriately permitted or inspected and meet all requirements.

Additionally, vendors must comply with all regulations related to preparation, distribution, and labeling of items regulated under Texas cottage food laws and meet requirements for management of wastewater as well as detailed specifications for mobile food establishments' mobile units, access to handwashing and restroom facilities, establishment of and access to commissaries, and any other relevant County and State regulations.

Although some larger cities do have a dedicated health services department with sufficient staffing to ensure that food items being provided to the public at farmers markets meet all of these requirements and are safe for the public, Kennedale's limited staffing levels do not allow for this. Therefore, the City relies upon Tarrant County staff to perform these functions.

Enforcing these requirements — especially for food preparation — would create a significant burden for City staff to ensure that all vendors for each farmers market event have necessary permits and meet all City, County, and State regulations. The need for costly enforcement is substantially mitigated by only allowing for the vending of fruit, vegetables, and other garden or farm crops at farmers markets in Kennedale.

Farmers markets do provide an option for communities to have access to fresh produce and unique community gathering opportunities. City staff could, at Council direction, explore the potential of a City-sponsored farmers market in TownCenter that could be held regularly, managed and monitored by the City to ensure all City, County, and State requirements are met and that any food items sold to the public would be safe for public consumption.

Further Council discussion and direction is appreciated.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.4.

SUBJECT
Discussion regarding maintaining a separate bank account for the Economic Development Corporation (EDC)

ORIGINATED BY
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY
In May 2018, the City Council directed that an EDC Bank (checking) account be opened and maintained separately from the City of Kennedale's Consolidated Cash bank account at Wells Fargo. The purpose of this report is to recommend that Council authorize that this separate EDC checking account be closed as it is not necessary to maintain proper accounting and management of the EDC's financial transactions and creates inefficiencies and expense that are not beneficial to either the EDC or the City.

The City, as with other public entities, is required to use a system of Fund Accounting to manage funds for which it is responsible. Pursuant to statute and agreement with the EDC the City does manage the "EDC Fund". Maintaining separate "Funds", from an accounting perspective, is different than maintaining separate "checking" accounts. That is the reason the City maintains separate "Funds" for General operations, Water and Wastewater, Debt Service, etc. Maintaining separate accounting funds accomplishes the goal and requirement to segregate the individual purposes of the City's management of various functions.

The City currently, and has since its inception, used the Fund Accounting principles. The City thus manages all funds efficiently by maintaining a Pooled (Consolidated) checking account using cash resources from the multiple Funds.

Since the opening of the EDC account it has remained unused and an administrative liability to the City. Wells Fargo charges the City approximately $600 per year to maintain this EDC checking account. There has been no activity from the account since it's opening in 2018 due to the fact that the City does not have the administrative support to address the workload associated with maintaining it.

The City, prior to the opening of the account in 2018, delivered several successful audits with multiple audit firms who did not express an opinion that that City needed to maintain a separate bank account for the EDC. Further, the Governmental Finance Officers Association (GFOA) recommends a Pooled Cash method for accounting which satisfies cash bookkeeping, and is accomplished through the use of Fund Accounting.

The City's financial reports reveal that the EDC through the City's EDC Fund has established and accomplished a clear separation of cash from the City of Kennedale over the years. The EDC is its own legal entity, but is managed by City of Kennedale staff, just as the City's Proprietary Funds (Water and Sewer), and Bond Funds are. The EDC maintains its separation from the City's cash by having its own separate Fund, budget, independent annual Financial Audit, and fund balance records.

For the reasons stated above the EDC Board has recommended that the Council authorize closing the dormant EDC account that was opened in 2018 thereby retaining the Fund Accounting method for the EDC. The funds that are currently in the EDC bank account at Wells Fargo (approximately $28,000) will be transferred to the City's Consolidated Cash account (where it was taken from in 2018), but will be credited though Fund Accounting to the City's EDC Fund. This action will accomplish several things:

- Compliance with GFOA standards

- Continued compliance with Audit recommendations (there was no recommendation from an audit firm to maintain a separate bank account)
- Avoid workload inefficiencies
- Save the City $600 annually on the dormant account

The EDC Board was briefed on this recommendation at its September 24 meeting and approved unanimously to recommend that Council authorize the closing of the separate EDC bank account. Council direction is respectfully requested.

RECOMMENDATION
Approve the closing of the EDC checking account at Wells Fargo.

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.5.

SUBJECT
Receive a presentation and hold a discussion regarding the Greenways Project

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY
The City of Kennedale — in partnership with the National Park Service (NPS) and the UTA Master of City and Regional Planning program — is working to develop a sustainable plan for pathways, amenities, erosion prevention, and natural conservation for the local greenways. This project was featured in a booth at Concert in the Park on Saturday, October 12. This fall, there will be a stakeholder meeting and a survey to determine the community's priorities. In Spring 2020, the team will hold public meetings, engage the community with activities, and work with local experts to produce design images guided by your input.

The community can learn more or sign up for updates at kennedalegreenways.org.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: WORK SESSION ITEM II.B.

SUBJECT
REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.A.1.

SUBJECT
Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., and special exception/special use permits

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2100 | Fax: 817-478-7169

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.A.2.

SUBJECT
Discussion with the City Attorney regarding requests made under the Texas Public Information Act

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.A.3.

SUBJECT
Discussion with the City Attorney regarding an early termination and release agreement with Global Water Management, LLC

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.B.1.

SUBJECT
Discussion and consider the City Manager's Annual Performance Evaluation

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.C.1.

SUBJECT
Discussion with the City Attorney regarding potential economic development incentive agreement with Quick Roofing

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Updates from the City Council

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Updates and information from each of the Councilmembers, if any.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Updates from the Mayor

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Updates and information from Mayor Brian Johnson, if any.

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Updates from the City Manager

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Updates and information from City Manager George Campbell, if any.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.4.

SUBJECT
Discussion of Financial and Investment Reports for the City and the EDC

ORIGINATED BY
Lakeita Sutton, Director of Finance and Information Technology

SUMMARY
These reports will be provided to the Council before the meeting.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT

TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Approval of the minutes from the October 15, 2019 regular meeting

ORIGINATED BY
Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY
Please see the attached minutes for your approval.

RECOMMENDATION

ATTACHMENTS

1.	2019_10.15_Minutes_City Council Regular Meeting_DRAFT	2019_10.15_Minutes_City Council Regular Meeting_DRAFT.pdf

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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | OCTOBER 15, 2019
CITY HALL COUNCIL CHAMBERS
405 MUNICIPAL DRIVE, KENNEDALE, TX 76060
WORK SESSION AT 5:30 PM | REGULAR SESSION AT 7:00 PM

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:32 p.m.

II. WORK SESSION

A. Discussion regarding implementation of a "fine-free" structure for the Kennedale Public Library and an annual fee for those cardholders living outside the legal boundaries of the City of Kennedale

City Manager George Campbell stated that, following distribution of an informal staff report regarding this proposal, that Councilmember Chris Pugh requested further discussion.

There was a brief discussion about the potential for loss of items, the calculation of the non-resident cardholder fee, staff time dedicated to fees, and feedback from Library Directors at other Cities who had already moved to this "fine-fee" structure.

The Council directed staff to place an Ordinance implementing these recommendations on the Tuesday, October 22 Special Meeting agenda.

B. Discussion of potential changes to the composition, charge, and meeting requirements for the Utility and Infrastructure Board (UIB)

City Manager George Campbell stated that, during the board and commission appointment process, the Council stated a desire to consider amendments to the charge and composition of the UIB, and that a draft of proposed changes was included in the packet, which would include limiting the UIB to consideration of topics specifically assigned by the City Council, meeting only when directed by Council, and being composed of two members from the Economic Development Corporation (EDC) Board, the Parks and Recreation Board, and the Planning and Zoning (P&Z) Commission, with the seventh place and two alternate places being open to anyone eligible for board service, including a citizen not currently serving on any board. Additionally, the Council would appoint the Chair and Vice Chair, and (because the UIB is advisory) no Councilmember would be eligible for appointment to the Board. Campbell noted that, even with these revisions, several of the standing UIB members could be reappointed.

Following a brief discussion, the Council directed staff to place an Ordinance on the next Regular Meeting agenda that would accomplish these amendments to the UIB.

C. Discussion regarding proposal to conduct an impact fee study five-year update

Public Works Director Larry Hoover stated that the last impact fee study was completed by

Freese and Nichols (FNI) in 2016, that an update would take several months, and that staff would recommend contracting with FNI for the update. Hoover stated that he was available to answer questions from the Council regarding the staff report and attachments in the packet.

City Manager George Campbell stated that this was an expensive study, but was required by State law to be updated every five years. There was some discussion of the purpose and use of impact fees, the proportionality of these fees, the current fees, and projects that are eligible for funding by impact fees. Campbell noted that this study would be eligible.

Following a brief discussion, the Council directed staff to place a contract for the proposed impact fee study on the next Regular Meeting agenda.

D. Discussion of items on the regular agenda

In response to a question from Mayor Pro Tem Sandra Lee regarding Decision Item B., Finance Director Lakeita Sutton stated that the proposed contract with STW was for a term of three years (not four years as indicated in the draft in the packet), and that a redlined version had been provided to the Council. Sutton stated that, historically, the City had contracted annually with STW, but that the cost increase last year was ~$2,000, which prompted staff to take advantage of the option to lock in pricing for a longer term, as no change in providers was anticipated.

In response to a question from Mayor Brian Johnson regarding Decision Items D., E., and F., Director of Planning and Economic Development Melissa Dailey offered an overview of the updated requirements under the new standards recently adopted by the Council, which would provide for walkability, street presence, and higher quality building form for any Multi-Family (MF) development. She added that, throughout the DFW Metroplex, projects like the three on this agenda are serving as catalysts for additional development. In response to a question from Councilmember Chris Pugh regarding the Urban Village zoning that was recently approved by the Council on Little Road, Dailey noted that under MF Zoning there was no allowance for a mix of uses.

Mayor Johnson adjourned to Executive Session at 6:01 p.m.

III. REGULAR SESSION

Mayor Johnson called the Regular Session to order at 7:00 p.m.

IV. ROLL CALL

Present: Mayor Brian Johnson*;* Mayor Pro Tem Sandra Lee, Place 3; Chris Pugh, Place 2; Linda Rhodes, Place 4; **Absent:** Josh Altom, Place 1; Chad Wandel, Place 5; ***Staff:*** *City Manager George Campbell, City Secretary & Communications Coordinator Leslie E. Galloway, Director of Finance and Information Technology Lakeita Sutton, Public Works Director Larry Hoover, Director of Planning and Economic Development Melissa Dailey, Library Director Amanda King, Fire Chief James Brown, Police Chief Tommy Williams, Director of Human Resources and Administrative Services Danielle Clarke, City Attorney Drew Larkin*

V. INVOCATION

Pastor Nelda Barrett Murraine of First United Methodist Church Kennedale offered the invocation.

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

VII. VISITOR AND CITIZEN FORUM

- **Sara Johnson**, *700 Crestview Drive*, spoke on behalf of Senior Outreach – Kennedale regarding the group's programs and seniors' needs.
- **Joe Palmer**, *4017 Sanguinet Court, Fort Worth*, spoke on behalf of KABO, regarding a new law that would allow the public to speak on any agenda item.
- **Janice Howard**, *332 S New Hope Road*, spoke regarding her concerns with the actions of Kennedale Police Department officers.
- **Mary Brown**, *332 S New Hope Road*, spoke in support of the Kennedale Police Department and thanked them.
- **Nelda Barrett Murraine**, *229 W 4th Street*, spoke on behalf of First United Methodist Church of Kennedale, thanking the community for sponsoring and supporting Concert in the Park, which collected food for the Mission Store Food Pantry.
- **Jeff Nevarez**, *388 Spring Branch Lane*, spoke on behalf of the Kennedale Rotary Club and the Parks and Recreation Board, announcing the Rotary Chili Cook-Off on Saturday, November 2; and thanking staff and volunteers for the success of Concert in the Park.
- **Richard Weber**, *2704 Crestmoor Court, Arlington*, spoke regarding items that he would have expected to see on this agenda.
- **Laurie Sanders**, *208 W 5th Street*, invited the community to Keep Kennedale Beautiful's (KKB) Fall Sweep on Saturday, October 19.
- **Glen Bucy**, *101 Hill County Road 4415, Grandview*, spoke regarding his company's offering of geolocation service for first responders.
- **Iris Esprit**, *309 E Kennedale Parkway*, spoke regarding her concerns with the process of obtaining a Certificate of Occupancy (CO).
- **Pat Vader**, *801 Pennsylvania Avenue*, spoke regarding his desire to see the Council limit high-density development.

VIII. REPORTS AND ANNOUNCEMENTS

A. Updates from the City Council

- **CHRIS PUGH, Place 2**, commended Jeff Nevarez, Laurie Sanders, and all volunteers for their work on Concert in Park; and announced that he attended the quarter auction for Able's Front Porch, adding that there was another auction scheduled for next Tuesday.
- **MAYOR PRO TEM SANDRA LEE, Place 3**, congratulated Jeff Nevarez on Concert in the Park and thanked Sara Johnson for her work with seniors in the community.
- **LINDA RHODES, Place 4**, announced that she attended Concert in the Park, the quarter auction benefitting Able's Front Porch, and the September Youth Advisory Council (YAC) meeting; and thanked City Secretary Leslie Galloway for her work with YAC.
- **JOSH ALTOM, Place 1** (*submitted via email; read by Mayor Johnson*), announced that he was unable to attend this meeting due to scheduled swiftwater training; and that he had attended Rotary meetings and was becoming more involved with the school district, which is implementing a new reading program called 'Blazing a Trail for Literacy'.

B. Updates from the Mayor

Mayor Johnson announced that he attended Concert in the Park and the One Safe Place gala benefiting Camp Hope; and that he recently completed his term as Chair of Tarrant Regional Transportation Coalition (TRTC) and was succeeded by City of Arlington Mayor

Jeff Williams. He then proclaimed Saturday, November 2, 2019 as Arbor Day.

C. Updates from the City Manager

City Manager George Campbell commended Jeff Nevarez and the Parks Board for Concert in the Park; and announced that the Parks Board had re-elected David Deaver as Chair and newly-elected Jeff Nevarez as Vice Chair; and that the Keep Kennedale Beautiful (KKB) Commission had newly-elected Laurie Sanders as Chair and Kenneth Michels as Vice Chair.

D. Police Department Swearing-In Ceremony

Mayor Johnson and Councilmember Pugh swore in Sergeant Tara Culpepper, Officer Kevin Hubbell, and Officer Keith Scott.

IX. INCIDENTAL ITEMS

X. MONITORING INFORMATION

A. Monthly Financials for September 2019

There was no discussion at this time.

B. Schedule of Investment Activity for quarter ending September 30, 2019

There was no discussion at this time.

C. KEDC Financial Report for July 2019

There was no discussion at this time.

D. KEDC Financial Report for August 2019

There was no discussion at this time.

XI. REQUIRED APPROVAL ITEMS (CONSENT)

A. Approval of the minutes from the 2:00 p.m. September 13, 2019 Special Meeting

B. Approval of the minutes from the 2:30 p.m. September 13, 2019 Special Meeting

C. Approval of the minutes from the September 17, 2019 Regular Meeting

D. Consider appointment of Vice Chair of the Planning & Zoning (P&Z) Commission

Motion To Approve. **Action** Approve the Consent Agenda with the amended minutes as presented. **Moved By** Rhodes. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

XII. DECISION ITEMS

A. Consider Resolution 561, adopting an amended City of Kennedale Purchasing Policy

Finance Director Lakeita Sutton stated that adoption of this policy would serve to restore the City Manager's purchasing authority to $49,999.99, which was in place until two amendments ago, when it was lowered to $25,000.00. Sutton stated that comparisons to nearby and comparable cities were included in the packet. In response to a question from Mayor Johnson, Sutton stated that the advantages of this higher limit included fewer delays, especially on items already included in the approved budget, and better relationships with vendors.

- **Richard Weber**, *2703 Crestmoor Court*, Arlington, spoke in opposition of this item.
- **Sara Johnson**, *700 Crestview Drive*, registered in opposition, but did not speak.

Motion To Approve. **Action** Approve Resolution 561, adopting an amended City of Kennedale Purchasing Policy. **Moved By** Pugh. **Seconded By** Rhodes. **Motion passes 2-1, with Mayor Pro Tem Lee voting against.**

B. Consider authorizing the City Manager to enter into a three-year contract with STW Inc. for financial software

Finance Director Lakeita Sutton stated that, as discussed during work session, staff was pleased with STW and saw no reason to change providers in the near future and, therefore, wished to lock in pricing for the next three years.

- **Richard Weber**, *2703 Crestmoor Court*, Arlington, spoke regarding the lack of information provided in the staff report.

Motion To Approve. **Action** Approve authorizing the City Manager to enter into a three-year contract with STW Inc. for financial software. **Moved By** Rhodes. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

C. Consider authorizing City Manager to enter into an agreement with Halff and Associates at a cost of $16,500 for professional engineering services to evaluate the impacts and costs associated with stabilizing the streambank adjacent to Valley Lane in an effort to mitigate erosion and prevent future damage to the roadway

Public Works Director Larry Hoover stated that this agreement provided for a concept design to address the erosion affecting Valley Lane, which would begin the necessary process with the Federal Emergency Management Agency (FEMA) and the U.S. Army Corps of Engineers on this roadway, which lies in a floodplain. There was some discussion of timeframes, previous projects that Halff had completed for the City, and this project's relationship to the work on Trent Street.

Motion To Approve. **Action** Approve authorizing City Manager to enter into an agreement with Halff and Associates at a cost of $16,500 for professional engineering services to evaluate the impacts and costs associated with stabilizing the streambank adjacent to Valley Lane in an effort to mitigate erosion and prevent future damage to the roadway. **Moved By** Pugh. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

D. **CASE # PZ 19-07** — Conduct a public hearing and consider Ordinance 670, regarding a request by Trifecta Homes, LLC for a rezoning from "R3" Residential to "MF" Multi-Family for approximately 4 acres located at 962 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 6, 968 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 5R, 1022 N. Bowman Springs Road, Block 1, Lot 4R, 1028 N. Bowman Springs Road, Block 1, Lot 3R, 1034 N. Bowman Springs Road, Block 1, Lot 2R, and 1040 N. Bowman Springs Road, Block 1, Lot 1R, City of Kennedale, Tarrant County, Texas

Mayor Brian Johnson stated that a Special Council meeting had been scheduled for next

Tuesday, October 22, 2019, at 7:00 p.m., in these Council Chambers, at which time all Councilmembers would be in attendance, and that the public hearings for each of the three zoning cases on this agenda (Decision Items D., E., and F.) would begin tonight and continue to that meeting. He added that anyone who had signed up to speak would have the option to either speak tonight or to hold their comments until the next meeting.

Director of Planning and Economic Development Melissa Dailey gave a brief overview of the case including adjacent uses and how the request aligned with the Future Land Use Plan and principles of the Comprehensive Plan, stating that the Planning and Zoning (P&Z) Commission, with a vote of 4-2, recommended approval, as well as staff.

Tejas Naik of Trifecta Homes, offered details and history regarding his company and the proposed developments related to cases 19-07 and 19-08.

Mayor Brian Johnson opened the public hearing at 8:17 p.m.

There were no speakers at this time.

Motion To Continue. **Action** Continue the public hearing on CASE #PZ 19-07 to the Tuesday, October 22, meeting at 7:00 p.m., in these Council chambers, when all of the Councilmembers could be present. **Moved By** Pugh. **Seconded By** Rhodes. **Motion passes unanimously.**

In response to questions from the Council, Dailey stated that the number of units was 24 and that the size of the lot was 4.5 acres, noting that the pricing would be near the median home price for Kennedale and that the units would be individually owned, rather than rented.

E. **CASE #PZ 19-08** — Conduct a public hearing and consider Ordinance 681, regarding a request by Trifecta Homes, LLC for a rezoning from “C1” Commercial to “MF” Multi-Family for approximately 2.5 acres located at 801 Potomac Parkway, M. P. Lamar Survey, Abstract 987, Tract 2, City of Kennedale, Tarrant County, Texas

Director of Planning and Economic Development Melissa Dailey gave a brief overview of the case including adjacent uses and how the request aligned with the Future Land Use Plan and principles of the Comprehensive Plan, stating that the Planning and Zoning (P&Z) Commission, with a vote of 4-2, recommended approval, as well as staff. Dailey added that these townhomes would help support the Urban Village (UV) that was recently approved to the north; and that townhomes provide more guarantee of maintenance as the HOA dues include exterior building maintenance.

Tejas Naik of Trifecta Homes, stated that the development would be about 8 to 10 townhomes and that he was available to answer any questions.

Mayor Johnson opened the public hearing at 8:24 p.m.

- **Danielle Van Beest**, *6500 Virginia Square, Arlington*, spoke against this request.

Motion To Continue. **Action** Continue the public hearing on CASE #PZ 19-08 to the Tuesday, October 22, meeting at 7:00 p.m., in these Council chambers, when all of the Councilmembers could be present. **Moved By** Pugh. **Seconded By** Mayor Pro Tem Lee.

In response to questions from the Council, Dailey stated that zoning should allow for flexibility regarding market demands, but aim to control the quality of development. She briefly discussed potential ad valorem tax revenue of the proposed developments related to these three cases.

Motion passes unanimously.

F. **CASE #PZ 19-09 —** Conduct a public hearing and consider Ordinance 682, regarding a request by Devan Pharis for a rezoning from “R3” Residential to “MF” Multi-Family for approximately 11 acres located at 5306 Kennedale Sublett Road, Block 1, Lot 2, Vaquero Coker Addition, 5310 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1L, 5308 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1G, 5308 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1G, 5306 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1K Homesite, 5306 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1J, 5306 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1M Homesite, 1996 Palm Arbor 28x66 LB #PFS411170& Palm Harbor, 3176 Hawkins Joplin Road, James R Hawkins Survey, Abstract 792, Tract 1H, 3190 Hawkins Joplin Road, James R Hawkins Survey, Abstract 792, Tract 1F, 1989 High Chaparral 28 x 56, LB #Tex0340915 Tiffany, 3196 Hawkins Joplin Road, James R Hawkins Survey, Abstract 792, Tract 1E, City of Kennedale, Tarrant County, Texas

Director of Planning and Economic Development Melissa Dailey gave a brief overview of the case including adjacent uses and how the request aligned with the Future Land Use Plan and principles of the Comprehensive Plan, stating that the Planning and Zoning (P&Z) Commission, with a vote of 4-2, recommended approval, as well as staff. She noted that apartments offered a good transition between residential and commercial and discussed the potential ad valorem revenue for the proposed development as well as the traffic flow.

The representing realtor, Jim Maibach of Peyco Southwest Realty, discussed surrounding uses, reiterating that an apartment would be a good transitional use for this land.

Patrick Pine of Vaquero Ventures discussed building design elements, walkability, drainage and the proposed detention pond, light pollution mitigation, screening, setbacks, traffic patterns, and sightlines; and gave examples of his company’s past developments. He also noted that his firm held a neighborhood meeting with nearby homeowners to hear and respond to concerns.

Mayor Brian Johnson opened the public hearing at 8:54 p.m.

- **Don Coker**, *5306 Sublett Road*, spoke in favor of the request.

In response to questions from the Council, Dailey stated that there were 280 units, and noted that staff had been a part of the neighborhood meeting and felt it was a positive outcome.

Mayor Johnson requested that staff reach out to Winding Creek and Georgetown in the Park neighbors for meetings with the developers.

Motion To Continue. **Action** Continue the public hearing on CASE #PZ 19-09 to the Tuesday, October 22, meeting at 7:00 p.m., in these Council chambers, when all of the Councilmembers could be present. **Moved By** Pugh. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

XIII. EXECUTIVE SESSION

THE CITY COUNCIL MET IN EXECUTIVE SESSION IMMEDIATELY FOLLOWING THE WORK SESSION, BUT BEFORE THE REGULAR SESSION.

A. Discussion with the City Attorney regarding the contract with the City of Arlington for operations and maintenance of the water and wastewater utility system and the early termination and release agreement with Global Water Management, LLC

B. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., and special exception/special use permits

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

XV. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn. **Moved By** Mayor Pro Tem Lee. **Seconded By** Rhodes. **Motion passes unanimously.**

Mayor Brian Johnson adjourned the meeting at 9:03 p.m.

APPROVED:	**ATTEST:**
BRIAN JOHNSON, MAYOR	*LESLIE E. GALLOWAY, CITY SECRETARY*

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Approval of the minutes from the October 22, 2019 special meeting

ORIGINATED BY
Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY
Please see the attached minutes for your approval.

RECOMMENDATION

ATTACHMENTS

1.	2019_10.22_Minutes_City Council Special Meeting_DRAFT	2019_10.22_Minutes_City Council Special Meeting_DRAFT.pdf

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KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | OCTOBER 22, 2019 AT 7:00 PM
CITY HALL COUNCIL CHAMBERS
405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 7:00 p.m. and immediately recessed to Executive Session. Mayor Johnson reconvened into open session at 7:12 p.m.

II. ROLL CALL

Present: Mayor Brian Johnson*;* Mayor Pro Tem Sandra Lee, Place 3; Josh Altom, Place 1; Chris Pugh, Place 2; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** NONE. ***Staff:*** *City Secretary & Communications Coordinator Leslie E. Galloway, Public Works Director Larry Hoover, Director of Planning and Economic Development Melissa Dailey, Library Director Amanda King, Planner Meghan Riddlespurger, Permits Clerk Melinda (Lindy) Middleton, City Attorney Drew Larkin*

III. VISITOR AND CITIZEN FORUM

There were no requests to speak at this time.

IV. REGULAR ITEMS

A. Consider Ordinance 683, adopting a “fine-free” structure for the Kennedale Public Library and an annual fee for those cardholders living outside the legal boundaries of the City of Kennedale

Motion To Approve. **Action** Approve Ordinance 683, adopting a “fine-free” structure for the Kennedale Public Library and an annual fee for those cardholders living outside the legal boundaries of the City of Kennedale. **Moved By** Rhodes. **Seconded By** Pugh. **Motion passes unanimously.**

B. Receive a report and hold a discussion regarding types of past and future residential development in relation to the Comprehensive Plan

Director of Planning and Economic Development Melissa Dailey gave an overview of the Comprehensive Plan including the preferred growth plan, noting that it was a combination of New Urbanism and Green Infrastructure with goals including access to varied housing, creation of jobs, and development of a stable and equitable tax base. Dailey then discussed past, current, and potential housing developments. Dailey also discussed some myths surrounding multi-family developments as well as infrastructure cost comparisons to single-family.

C. **CASE # PZ 19-07** — Continue a public hearing and consider Ordinance 680, regarding a request by Trifecta Homes, LLC for a rezoning from “R3” Residential to “MF” Multi-Family for approximately 4 acres located at 962 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 6, 968 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 5R, 1022 N. Bowman Springs Road, Block 1, Lot 4R, 1028 N. Bowman Springs Road, Block 1, Lot 3R, 1034 N. Bowman Springs Road, Block 1, Lot 2R, and 1040 N. Bowman Springs Road, Block 1, Lot 1R, City of Kennedale, Tarrant County, Texas

Director of Planning and Economic Development Melissa Dailey gave a brief overview of the property including adjacent uses and how the zoning change request met requirements of the Future Land Use Plan and principles of the Comprehensive Plan, noting that the Planning and Zoning Commission, with a vote of 4-2, recommended approval, as well as staff.

Mayor Johnson continued the public hearing (which began during the Tuesday, October 15 Regular Meeting) at 7:37 p.m.

- **Tejas Naik**, *2504 W Park Row Drive, Arlington*, on behalf of Trifecta Homes, LLC, spoke in support of this request.
- **Keyir Naik**, *2504 W Park Row Drive, Arlington*, on behalf of Trifecta Homes, LLC, spoke in support of this request.
- **Jerod Reeves**, *1519 Diamond Creek Lane*, spoke against this request.
- **Carolyn Cox**, *1031 Winding Creek*, spoke against this request.
- **Jason Webb**, *1027 Winding Creek*, spoke against this request.
- **Roy Boenig**, *1020 Kennedale Sublett Road*, spoke against this request.
- **Frank Fernandez**, *911 Shady Vale Drive*, spoke against this request.

Mayor Johnson closed the public hearing at 7:55 p.m.

Director of Planning and Economic Development Melissa Dailey responded with information regarding infrastructure, drainage, engineering, building specifications, and walkability.

Motion To Deny. **Action** Deny Ordinance 680, regarding a request by Trifecta Homes, LLC for a rezoning from “R3” Residential to “MF” Multi-Family for approximately 4 acres located at 962 Corry A Edwards Drive. **Moved By** Altom. **Seconded By** Rhodes. **Motion to deny passes 4-1, with Mayor Pro Tem Lee voting against.**

D. **CASE #PZ 19-08** — Continue a public hearing and consider Ordinance 681, regarding a request by Trifecta Homes, LLC for a rezoning from “C1” Commercial to “MF” Multi-Family for approximately 2.5 acres located at 801 Potomac Parkway, M. P. Lamar Survey, Abstract 987, Tract 2, City of Kennedale, Tarrant County, Texas

Director of Planning and Economic Development Melissa Dailey gave a brief overview of the property including adjacent uses and how the zoning change request met requirements of the Future Land Use Plan and principles of the Comprehensive Plan, noting that the Planning and Zoning Commission, with a vote of 4-2, recommended approval, as well as staff.

Mayor Johnson continued the public hearing (which began during the Tuesday, October 15 Regular Meeting) at 8:02 p.m.

- **Tejas Naik**, *2504 W Park Row Drive, Arlington*, on behalf of Trifecta Homes, LLC, spoke in support of this request.
- **Brent Heatherley**, *5014 Southpoint Drive, Arlington*, on behalf of Georgetown Commons HOA, spoke against this request.
- **Margo Jordan**, *6702 Potomac Parkway, Arlington*, on behalf of the Georgetown in the Park HOA, spoke regarding drainage.

- **Danielle Van Beest**, *6500 Virginia Square, Arlington*, spoke against this request.
- **Roy Boenig**, *1020 Kennedale Sublett Road*, spoke against this request.
- **Dave Cooksey**, *1025 N Little Road*, on behalf of Old School Primitive Baptist Church, spoke regarding security and drainage.
- **Frank Fernandez**, *911 Shady Vale Drive*, spoke against this request.

Mayor Johnson closed the public hearing at 8:21 p.m.

Director of Planning and Economic Development Melissa Dailey responded with information regarding the platting process, drainage requirements, and access points.

Motion To Deny. **Action** Deny Ordinance 681, regarding a request by Trifecta Homes, LLC for a rezoning from “C1” Commercial to “MF” Multi-Family for approximately 2.5 acres located at 801 Potomac Parkway. **Moved By** Rhodes. **Seconded By** Wandel. **Motion to deny passes 3-2, with Mayor Pro Tem Lee and Altom voting against.**

E. **CASE #PZ 19-09** — Continue a public hearing and consider Ordinance 682, regarding a request by Devan Pharis for a rezoning from “R3” Residential to “MF” Multi-Family for approximately 11 acres located at 5306 Kennedale Sublett Road, Block 1, Lot 2, Vaquero Coker Addition, 5310 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1L, 5308 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1G, 5308 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1G, 5306 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1K Homesite, 5306 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1J, 5306 Kennedale Sublett Road, James R Hawkins Survey, Abstract 792, Tract 1M Homesite, 1996 Palm Arbor 28x66 LB #PFS411170& Palm Harbor, 3176 Hawkins Joplin Road, James R Hawkins Survey, Abstract 792, Tract 1H, 3190 Hawkins Joplin Road, James R Hawkins Survey, Abstract 792, Tract 1F, 1989 High Chaparral 28 x 56, LB #Tex0340915 Tiffany, 3196 Hawkins Joplin Road, James R Hawkins Survey, Abstract 792, Tract 1E, City of Kennedale, Tarrant County, Texas

Director of Planning and Economic Development Melissa Dailey gave a brief overview of the property including adjacent uses and how the zoning change request met requirements of the Future Land Use Plan and principles of the Comprehensive Plan, noting that the Planning and Zoning Commission, with a vote of 4-2, recommended approval, as well as staff.

Jim Maibach (President and Owner), B.J. Hall (Property Manager and Licensed Sales Agent), and Cole Carter (Property Tax Associate and Appraisals), all of Peyco Southwest Realty and Patrick Pine (Development Partner) of Vaquero Ventures, were all available to answer questions from the City Council.

Jim Maibach discussed several topics including access points, buffering and screening, and market rate pricing. Patrick Pine discussed several topics including traffic, the widening of Sublett Road, drainage, site plan, building specifications, and sightlines.

Mayor Johnson continued the public hearing (a continuation of the hearing that began during the Tuesday, October 15 Regular Meeting) at 8:43 p.m.

- **Sara Johnson**, *700 Crestview Drive,* spoke about the need for business retention and development.

- **Claire McCartney**, *1404 Fern Court,* spoke against the request.
- **Michael Watson**, *412 Coker Valley Lane,* spoke against the request.
- **Frank Fernandez**, *911 Shady Vale Drive*, spoke against the request.
- **Superintendent Chad Gee**, *1018 Belmont*, on behalf of Kenndale ISD, spoke against the request.
- **Richard Weber**, *2703 Crestmoor Court*, Arlington, spoke against the request.
- Property Owner **Carolyn Coker Williamson**, *2315 Little Road, Arlington, TX 76016,* spoke in favor of the request.
- **Tracy Hardy**, 1*406 Fern Court*, spoke against the request.
- **Sharon Hamrick**, **Joe Taylor**, **Lesa Guerrero**, **Lisa Cooper**, and **April Reeves, and Jerod Reeves**, submitted written statements against this request.

Mayor Johnson closed the public hearing at 9:11 p.m.

Patrick Pine responded with information regarding drainage, detention, setbacks, walkability. Discussion among the Council included the direction of flow of the creek, drainage, runoff, grading of the lot, number of units, and future plans for Joplin Road (a City of Arlington Road).

Motion To Approve. **Action** Approve Ordinance 682, regarding a request by Devan Pharis for a rezoning from "R3" Residential to "MF" Multi-Family for approximately 11 acres located at 5306 Kennedale Sublett Road, City of Kennedale. **Moved By** Pugh. **Seconded By** Wandel. **Motion to approve passes 4-1, with Rhodes voting against.**

V. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn. **Moved By** Wandel. **Seconded By** Rhodes. **Motion passes unanimously.**

Mayor Johnson adjourned the meeting at 9:27 p.m.

APPROVED: **ATTEST:**

BRIAN JOHNSON, MAYOR *LESLIE E. GALLOWAY, CITY SECRETARY*

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.3.

SUBJECT
Consider authorizing a five-year extension of the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services

ORIGINATED BY
Danielle Clarke, Director of Human Resources & Administrative Services

SUMMARY
On November 1, 2007, the City entered into a contract with IESI TX Corporation (which has subsequently been known as Progressive Waste and, currently, Waste Connections of Texas) to provide residential and commercial customers with solid waste collection, transport, and disposal for a five-year term, ending January 31, 2013.

Since that time, the City has entered into three amendment and renewal agreements. The first, on October 3, 2012, extended the contract by five years (through January 31, 2018) and amended the rates.

The second, dated May 14, 2015, extended the contract through January 31, 2020, and included the option for the City to extend the contract for two successive terms of five years each. It was during this extension that the curbside recycling carts were implemented and the rates were adjusted to include weekly curbside recycling service.

The third amendment, dated September 18, 2017, amended the rates.

The fourth amendment, dated August 1, 2018, also amended the rates.

The current contract expires on January 31, 2020, but, as mentioned above, does provide for a five-year extension. Service complaints have been low and there have been no indications that customers are unsatisfied with the services provided.

Per the existing contract, the City receives a 10% franchise fee for residential services and a 10% franchise fee for commercial services from Waste Connections. Changing waste service providers is a process that requires significant time and possible interruptions in service.

Waste Connections is not requesting a rate adjustment at this time and does not anticipate a request until 2021.Given the positive relationship and service satisfaction levels, staff recommends that the Council approve extension of the current contract for another five-year period, through January 31, 2025.

RECOMMENDATION
Approval of the extension of the current contract for another five-year period, through January 31, 2025.

ATTACHMENTS

1.	Fifth Amendment and Five-Year Extension Agreement	2019_11.19 Waste Connections Fifth Amendment.pdf

FIFTH AMENDMENT AND EXTENSION AGREEMENT

This Fifth Amendment and Extension Agreement ("Agreement") is entered into effective ____________, 2019, by and between the City of Kennedale, Texas, a municipal corporation of Tarrant County, Texas (the "City") and Waste Connections, Inc., a Texas corporation (the "Contractor").

RECITALS

WHEREAS, the City and IESI TX Corporation entered into a Consolidated Contract for Residential and Commercial Solid Waste and Recycle Collection dated as of November 1, 2007 (the "Original Contract"); and

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.; and

WHEREAS, on June 1, 2016, Progressive Waste Solutions Ltd. and Waste Connections, Inc. completed a merger transaction and now operate under the name Waste Connections, Inc.; and

WHEREAS, the City and Progressive Waste Solutions of TX, Inc. entered into an Amendment and Renewal Agreement with an effective date of October 3, 2012 (the "First Amendment") and a Second Amendment to Contract with an effective date of May 14, 2015 (the "Second Amendment"), and the City and Contractor entered into a Third Amendment to Contract with an effective date of September 18, 2017 (the "Third Amendment") and a Fourth Amendment to Contract with an effective date of August 1, 2018 (the "Fourth Amendment")(with the Original Contract, First Amendment, Second Amendment, Third Amendment and Fourth Amendment collectively referred to as the "Contract"); and

WHEREAS, Section 2 of the Contract provides that the Contract terminates January 31, 2020, but that it may be renewed by mutual consent of the parties; and

WHEREAS, the purpose of this Agreement is to extend the Contract for one additional term of five years and to amend the Rate Sheet attached to the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Contract, the City and the Contractor hereby agree as follows:

1. Extension. Pursuant to section 2 of the Contract, the term of the Contract is extended for one additional five (5) year term, thereby extending the termination date of the Contract to January 31, 2025.

2. Rate Sheet. The Rate Sheet attached to the Contract is hereby deleted in its entirety and replaced with the Rate Sheet attached hereto as Exhibit "A."

3. Reaffirmation. The parties hereby restate and reaffirm their agreement with all of the terms and provisions of the Contract, as amended hereby.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this amendment between the parties hereto, and it shall

not be necessary for the proof of this Agreement that any party produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF KENNEDALE, TEXAS
405 MUNICIPAL DRIVE
KENNEDALE, TX 76060

BY: ___________________________________
BRIAN JOHNSON, MAYOR

DATE: 11/19/2019

WASTE CONNECTIONS, INC.
4001 OLD DENTON RD.
HALTOM CITY, TX 76117

BY: ___________________________________

NAME: ________________________________

TITLE: ________________________________

DATE: ____________________________

EXHIBIT "A"

Rate Sheet

WASTE CONNECTIONS, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

City of KENNEDALE

RATE SHEET

Effective: August 2018 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	$9.51	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	$3.81	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	$21.16	per month, per Commercial Hand Collect Unit
	$29.43	per month, per Commercial Hand Collect Unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week 1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	77.70	117.20	159.66	221.33	318.52	426.29	28.80
3 Cubic Yd	82.80	132.50	177.07	224.48	328.25	444.90	39.61
4 Cubic Yd	109.25	162.80	247.65	324.76	403.56	472.39	50.40
6 Cubic Yd	138.57	219.93	296.30	388.79	493.82	561.89	57.35
8 Cubic Yd	165.15	275.26	381.97	496.79	563.27	612.98	64.79

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd							
8 Cubic Yd							

Containers w/ Casters	$ 41.19 per month
Containers w/ Locks or Gates	$ 9.40 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS HAUL	DELIVERY	DAILY RENT	TONNAGE			DRY-RUNS
20 Cubic Yd	277.18	100.02	5.01	29.41			82.37
30 Cubic Yd	277.18	100.02	5.01	29.41			82.37
40 Cubic Yd	277.18	100.02	5.01	29.41			82.37

Franchise and Billing Fees:

Residential:	10.0%
Commercial:	10.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.1.

SUBJECT
Discuss and consider adoption of Resolution 562, affirming the casting of votes for the 2020 Tarrant Appraisal District (TAD) Board of Directors

ORIGINATED BY
George Campbell, City Manager

SUMMARY
At this time, Council will consider for which candidate(s) the City's six (6) votes should be cast in the Tarrant Appraisal District (TAD) Board of Directors election. The ballot must be submitted to TAD by December 15, 2019. Taxing entities elect members to this board every two years. The 5,000 total countywide votes are allocated by the total amount of tax funds collected, and Kennedale is allotted six votes. A breakdown of the votes by entity is attached.

At this time the Council should determine the candidate(s) for whom the six (6) votes will be cast. Votes can be cast collectively or separately. There are ten (10) candidates for five (5) positions:

- Mr. Daniel J. Bennett (City of Haslet)
- Mr. Richard DeOtte (Cities of Colleyville and Southlake)
- Mr. John Fegan (Birdville and White Settlement ISDs)
- Mr. Michael Glaspie (Tarrant County)
- Mr. Mike Leyman (White Settlement ISD)
- Mr. Gary Losada (City of Colleyville)
- Mr. John Molyneaux (Fort Worth and White Settlement ISDs)
- Mr. Mike O'Donnell (Arlington and White Settlement ISDs)
- Mr. Joe Potthoff (White Settlement ISD)
- Ms. Kathryn Wilemon (Tarrant County)

In 2017, the Council elected to cast all available votes for Daniel J. Bennett; in 2015, for Mark Wood; and in 2013, for Mike Leyman.

A copy of the current ballot and accompanying letter from TAD are attached. Also attached is a letter, from Colleyville Mayor Richard Newton, recommending Gary Losado and Richard DeOtte.

RECOMMENDATION

ATTACHMENTS

1.	01. 2019_10.25 TAD Letter	01. 2019_10.25 TAD Letter.pdf
2.	02. 2019_10.25 TAD Ballot	02. 2019_10.25 TAD Ballot.pdf
3.	03. 2019_10.25 TAD Number of Votes per Entity	03. 2019_10.25 TAD Number of Votes per Entity.pdf
4.	04. 2019_10.21 Recommendation of Gary Losada and Richard DeOtte from Mayor of Colleyville	04. 2019_10.21 Recommendation of Gary Losada and Richard DeOtte from Mayor of Colleyville.pdf

TAD
Tarrant Appraisal District

Jeff Law
Executive Director
Chief Appraiser

October 25, 2019

Mr. Brian Johnson
Mayor
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

Dear Mr. Johnson:

Tarrant Appraisal District's Board of Directors begins a new two-year term on January 1, 2020. The candidates for appointment to the five voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each, are listed on the attached ballot.

Members of the Board are appointed by vote of the governing bodies of the taxing units. The attached list provides the number of votes for each taxing unit. The Property Tax Code requires TAD to prepare the ballot and provides that the governing body may cast all of its votes for one candidate or distribute its votes among any number of candidates listed on the ballot. The Code makes **no** provision for write-in candidates. So votes cast for someone other than the candidates listed on the ballot cannot be counted.

The Property Tax Code requires the governing body of the taxing unit to determine its votes by resolution and to submit the resolution to TAD **before December 15, 2019** by mailing to Jeff Law, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579,** or by fax to (817)595-6198 or by email to cthornton@tad.org. At your request, we can provide a sample resolution; please contact us for a copy. The five (5) candidates receiving the most votes are elected to a two (2) year term beginning January 1, 2020.

All tax units and candidates will be notified of the results of the election before December 31, 2019.

Sincerely,

Jeff Law
Executive Director
Chief Appraiser

JL:ct
Enclosures
Mr. George Campbell

Tarrant Appraisal District

OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS
TARRANT APPRAISAL DISTRICT

Following are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each.

Please indicate your taxing unit's vote(s) by entering the number of votes to the left of your candidate(s) of choice.

VOTES FOR	Nominees	Nominating Entity
	Mr. Daniel J. Bennett	City of Haslet
	Mr. Richard DeOtte	City of Colleyville City of Southlake
	Mr. John Fegan	Birdville ISD White Settlement ISD
	Mr. Michael Glaspie	Tarrant County
	Mr. Mike Leyman	White Settlement ISD
	Mr. Gary Losada	City of Colleyville
	Mr. John Molyneaux	Fort Worth ISD White Settlement ISD
	Mr. Mike O'Donnell	Arlington ISD White Settlement ISD
	Mr. Joe Potthoff	White Settlement ISD
	Ms. Kathryn Wilemon	Tarrant County

IMPORTANT: This ballot must be returned **before December 15, 2019** to Jeff Law, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by fax to (817) 595-6198 or by email to cthornton@tad.org.

Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.

TARRANT APPRAISAL DISTRICT
2019 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

		2018 TAXES IMPOSED	% OF TOTAL	2019 VOTES
School Districts:				
Aledo ISD	$	4,422,386	0.10270%	5
Arlington ISD	$	387,742,841	9.00408%	450
Azle ISD	$	21,552,124	0.50048%	25
Birdville ISD	$	145,780,948	3.38529%	169
Burleson ISD	$	26,484,960	0.61503%	31
Carroll ISD	$	121,637,201	2.82463%	141
Castleberry ISD	$	10,263,752	0.23834%	12
Crowley ISD	$	107,398,244	2.49398%	125
Eagle Mountain/Saginaw ISD	$	145,123,350	3.37002%	168
Everman ISD	$	20,636,822	0.47922%	24
Fort Worth ISD	$	497,308,653	11.54840%	577
Godley ISD	$	1,195,386	0.02776%	1
Grapevine/Colleyville ISD	$	209,100,626	4.85569%	243
Hurst/Euless/Bedford ISD	$	173,039,168	4.01828%	201
Keller ISD	$	273,591,344	6.35328%	318
Kennedale ISD	$	20,590,320	0.47814%	24
Lake Worth ISD	$	16,835,674	0.39095%	20
Lewisville ISD	$	3,016,101	0.07004%	3
Mansfield ISD	$	202,021,083	4.69129%	235
Northwest ISD	$	123,007,336	2.85645%	143
White Settlement ISD	$	30,827,960	0.71588%	36
Total Schools	$	2,541,576,278	59.01994%	2951
Cities:				
City of Arlington	$	163,132,652	3.78823%	189
City of Azle	$	4,938,908	0.11469%	6
City of Bedford	$	22,708,215	0.52733%	26
City of Benbrook	$	13,094,468	0.30408%	15
City of Blue Mound	$	829,947	0.01927%	1
City of Burleson	$	5,670,408	0.13168%	7
City of Colleyville	$	17,106,631	0.39725%	20
City of Crowley	$	6,843,564	0.15892%	8
City of Dalworthington Garde	$	1,936,069	0.04496%	2
Edgecliff Village	$	624,228	0.01450%	1
City of Euless	$	20,400,613	0.47374%	24
City of Everman	$	2,087,446	0.04847%	2
City of Flower Mound	$	936,916	0.02176%	1

City of Forest Hill	$	5,232,817	0.12152%	6
City of Fort Worth	$	514,293,901	11.94282%	597
City of Grand Prairie	$	50,973,677	1.18370%	59
City of Grapevine	$	25,861,193	0.60054%	30
City of Haltom City	$	14,806,074	0.34382%	17
City of Haslet	$	2,612,161	0.06066%	3
City of Hurst	$	17,581,020	0.40826%	20
City of Keller	$	24,207,504	0.56214%	28
City of Kennedale	$	5,254,379	0.12202%	6
Town of Lakeside	$	541,834	0.01258%	1
City of Lake Worth	$	2,156,720	0.05008%	3
City of Mansfield	$	46,256,559	1.07416%	54
City of N. Richland Hills	$	32,146,266	0.74649%	37
Town of Pantego	$	1,383,058	0.03212%	2
City of Pelican Bay	$	337,581	0.00784%	0
City of Reno	$	36,659	0.00085%	0
City of Richland Hills	$	4,262,582	0.09898%	5
City of River Oaks	$	2,296,423	0.05333%	3
City of Roanoke	$	550,388	0.01278%	1
City of Saginaw	$	8,905,965	0.20681%	10
City of Sansom Park	$	1,211,714	0.02814%	1
City of Southlake	$	34,641,771	0.80444%	40
Town of Trophy Club	$	581,025	0.01349%	1
City of Watauga	$	8,140,475	0.18904%	9
Town of Westlake	$	1,987,753	0.04616%	2
City of Westover Hills	$	2,200,112	0.05109%	3
Westworth Village	$	1,315,628	0.03055%	2
City of White Settlement	$	6,463,879	0.15010%	8
Total Cities	$	1,076,549,182	24.99939%	1250
Other:				
Tarrant County	$	434,780,216	10.09637%	505
Tarrant County College	$	253,395,306	5.88429%	294
Total Other	$	688,175,522	15.98066%	799
Total All	$	4,306,300,982	100%	5000

CITY OF
COLLEYVILLE
TEXAS

Communication ☆ Excellence ☆ Transparency ☆ Integrity

October 21, 2019

Mayor Brian Johnson
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Dear Mayor Johnson:

It is once again time to elect the Tarrant Appraisal District (TAD) Board of Directors. Votes are to be submitted by each taxing unit by December 15, 2019. I am writing in support of board nominees Gary Losada and Richard DeOtte. Both are exceptional individuals who will serve us well as TAD Board Members.

In addition to his extensive private-sector experience, school and city leadership team experience, Gary Losada served as a member of the Tarrant Appraisal Review Board from 2009-2015. With an undergraduate degree from the University of San Francisco and a Masters Degree from Stanford, Gary brings an analytical approach to the valuation process. Identifying frustration in the current system, Gary suggests the "current system in place is onerous and intimidating to the taxpayer and weighed in favor of the Appraisal District." Enclosed is a copy of Gary's resume and testimony before the Texas Senate Property Tax Reform Committee (4/27/16).

Rich DeOtte's motivation to run for TAD Board is driven by a desire to "provide fairness, transparency, service and quality" to those within the district. A graduate of Texas A&M, Rich has worked as a Civil Engineer and land development consultant for 34 years. As a business owner, Rich has first-hand knowledge of the challenges relating to property valuation and the impact on local property taxes. A copy of Rich's resume is attached for your perusal.

It is time for new representation on the TAD Board of Directors. I believe Gary Losada and Rich DeOtte bring a unique mix of professional experience and desire to reform on behalf of the taxpayers. Please consider assigning your organization's votes to these exceptional candidates.

Sincerely,

Richard Newton

Richard Newton, Ph.D., P.E., PMP
Mayor, City of Colleyville

Enclosures: As stated

RICHARD W. DEOTTE, P.E., CFM

420 Johnson Road; Suite 303
Keller, Texas 76248
Office: 817-337-8899 ~ Cell: 817-946-6088
richdeotte@deotte.com

EDUCATION:

- Texas A&M University, 1985; Bachelor of Science in Civil Engineering

LICENSES:

- Registered Professional Engineer, Texas No. 74232
- Nationally Accredited Certified Floodplain Manager #1586-09N

"As I have in all my public service, I will seek to provide Fairness, Transparency, Service and Quality as a Director on the Board of the Tarrant Appraisal District."

Personal

- Native Texan having lived in Tarrant County for 27 years and in Southlake for the last 14 years.
- Married for 34 years to Yvette.
- Three Children
- 1985 graduate of Texas A&M

Professional

- A Civil Engineer and land development consultant for 34 years.
- Majority owner in DeOtte, Inc. from 2000 to present, a civil engineering and development consulting firm in Keller, Texas serving governmental and private clients on a range of diverse projects but especially providing cost effective and innovative solutions to large scale drainage and erosion control projects, municipal infrastructure and exceptional residential developments in northeast Tarrant county.
- Expert consultant and expert witness on engineering related court cases over the last 20 years.
- Developed familiarity with TAD's operations and services and how those affect land development and infrastructure re-development.

Volunteer

- Served two years as the chairman of the Tarrant County Sheriff's Department Civil Service Commission. Initiated and led a much needed major re-write of the civil service rules which passed and were implemented.
- A regular public speaker on various issues including training on engineering ethics focusing on the aspect of personal happiness and how to achieve responsible professional standards.
- Served as an adult leader in Boy Scouts as Den Leader, Assistant Scout Master and as Scout Master.
- Taught physics for a year on a voluntary basis.
- Ham radio operator, Technician License, KG5FYB.
- Active in church throughout adult life chairing building committees, teaching Sunday school, preaching, leading worship, serving as a deacon, and chairing a deacon board.

I have a professional record solving technically complicated problems with large groups of people with diverse interests and engaging and assisting parties to work together to resolve issues. Throughout my personal, professional and volunteer life, my proficiency in bringing people together to find common ground to collaborate to find the right solution has been crucial.

Gary M. Losada

802 Dove Creek Trail
Southlake, Texas 76092

214-405-1416
glosada@sbcglobal.net

Board Member – Tarrant Appraisal Review Board **2009 – 2015**
Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes. Opined on various exemptions and valuations of real estate.

President – GMPL Corporation **1987 - 2017**
Estimated, budgeted and negotiated raw land purchases with various banks and secured financing as needed. Successfully presented vatious planned developments to city government planning and zoning and city councils in order to interface with local single family communities. Oversaw contractors including construction, payment disbursement and city acceptance.

President – Office Liquidation Center/Aztec Glass Company **1987 – 2000**
As President of Office Liquidation Center, sales were increased tenfold over thirteen years by identifying successful locations and increased inventory to ensure availability. Responsible for all human resource functions and implemented compensation and benefit plans in order to maintain a management/employee team to assit in growth. Added wholesale inventory to retail inventory to cover both areas of marketplace. During same period, acquired Aztec Glass as a subsidiary in order to maximize use of warehouse space. Increased sales by four times annual sales within three years. Successfully implemented plan to focus sales on a national level.

Director of Administration – Dallas Area Rapid Transit **1985 – 1987**
Hired in second year of operation in order to organize and establish various departments. Established human resources, purchasing, data processing, building and office management and policy development functions. Oversaw multimillion dollar budget Met with news media as needed to report progress.

Director of Human Resources – LTV Kentron International/Oil States Ind. **1980 – 1985**
Implemented new compensation plan. Successfully implemented new staffing and training plans. Chief Labor negotiator for company that included eleven union locations, eventually reducing unionized locations to three. Held news conferences as needed to sell company's position and to report progress as needed. Responsible for corporate wide staffing, both nationally and internationally.

Assistant to Superintendent – Santa Rosa City Schools **1976 – 1979**
Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

City of Palo Alto, CA – Assistant to City Manager **1974 - 1976**

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

Education

MA Degree Stanford University – Organization/Administration - 1974
BA Degree University of San Francisco – Major Sociology/Minor Business Administration - 1973

Community/Volunteer Activities

Served as Chairman of the Board for Young Life, Arlington
Served as Board Member for United charities of United Way
Building Committee, Lamar Baptist Church
Deacon, Lamar Baptist Church

Personal

Married 42 years with 2 adult children and 2 grandchildren
Enjoy playing racquetball, swimming, bicycling and the outdoors

TESTIMONY

by Gary Losada

for Texas Senate Property Tax Reform Committee Hearing
Arlington, Texas
April 27, 2016

My name is Gary Losada and in December of 2015, I completed my 6th year as a member of the Tarrant County Appraisal Review Board. I would like to make it perfectly clear that I am not speaking in any official capacity as a member of the Tarrant County Appraisal Review Board. I am only speaking to you as a concerned individual.

I have served as Chairperson of various panel hearing protests of taxpayers regarding property values. These protests include residential, commercial, business personal property and miscellaneous exemptions. I think it is about time that someone investigate manipulations and questionable practices regarding Appraisal Districts. Today, I will primarily address residential properties. Also in the audience are 3 former Board Members whom I served with who wish not to testify.

The current system in place is onerous and intimidating to the taxpayer and weighted in favor of the Appraisal District. Appraisal Districts have evolved into adversaries. I think they have forgotten that they should be servants of the people. I have personally witnessed this over and over again.

I want to bring to your attention problems within the system that need to be addressed. Broadly they relate to issues that relate to the taxpayer, issues that relate to Tarrant Appraisal District (TAD), and issues that relate to the Appraisal Review Board (ARB).

Taxpayer Issues

It is my wild guess that less than 10% of the accounts established by the Tarrant Appraisal District are protested each year. Why is this number so low? Because the Appraisal District is doing such a great job? I think not. That number is related to several reasons:

1. Frustration about how to work within the system
2. Lack of clarity on how to protest
3. Lack of information
4. Evidence that is manipulated
5. Time involved
6. Many other issues

So what happens to the taxpayer and what to do? The current system demonstrates the need for tax agents and there are plenty. The Tarrant Appraisal District (TAD) in many instances view Tax Agents as the enemy. Tax Agents in my opinion, are extensions of the taxpayer. While I can tell you that there are some overly aggressive tax agents, there are too many overly aggressive District Appraisers as well. The taxpayer gets caught in the middle. This needs to stop. Most taxpayers are not represented which in fact causes, in my opinion, unfair values.

The other problem with this scenario of representation is that it is costly to the taxpayer and taxing entity. If the Appraisal District could get it right and keep it reasonable at the outset, money could be saved that would go to the tax entities, the taxpayer and into the local economy.

TAD Issues

The new computer system at TAD is not user friendly and difficult to navigate:

1. Evidence information relating to individual accounts is not readily available. An example is "for value over market" and "unequal " protests.
2. District Appraisers will not volunteer assistance. You have to know the right questions to ask and most taxpayers don't know.
3. The new system has no definition as to what the condition of the property might be to comparables. It is difficult to understand and in most cases impossible to define " Poor, Below Average, Average, Good or Excellent". The district is not forthcoming in this area and much is left to subjective opinion.
4. The new system (or District Appraisers) will not define or explain what the term "feature" means or how the value was determined.
5. The new system, regarding comparable properties, gives 6 comps which in most cases are questionable and difficult to understand and will give an indicated value which is not explained. This applies to "value over market" evidence as well as "unequal" evidence.

Appraisal notices that are sent out every year indicate 2 values: Appraised Value and Market Value. The taxpayers that claim a homestead exemption can rest assured that the higher market value will be a built in appraised value increase the following year, which translates to higher taxes. The 10% homestead exemption cap is not effective.

Appraisal notices also break up total assessment between land and improvement value. The District will increase value of land one year and then come back the next year and raise the improvement value. The district does not provide evidence of land value in most cases. The taxpayer is told as well as the ARB that the land value cannot be challenged separately when there is an improvement on the property. This is ridiculous and has to change. There is no ability to protest this unfair assessment. In 2016, I know a subdivision in Southlake called East Chapel Downs where all of the land values have gone from $40,000 to $80,000 with no explanation.

The District surely increases values of residential properties when evidence dictates, but will not necessarily lower values unless a taxpayer protests.

The District has clear advantages on sales information. The Taxpayer has to contact a Realtor or subscribe to MLS or contact an agent as mentioned earlier.

The District can and does raise assessed values year after year even after an ARB determination ruling is made. This is not right and forces a taxpayer to file a protest every year.

Some issues I have had to deal with as a Chairman of an Appraisal Review Board are numerous and frustrating. I have listed some of them for your consideration:

1. Substantial evidence should be the standard for the Appraisal District. "Substantial" evidence is defined as considerable in quantity. However, the District has taken the position that evidence can be

as little as a "scintilla" in order for the District to prevail. "Scintilla" is defined as a minute amount or the weight of a feather.

2. The mass appraisal system does not work. Some homeowners improve their properties with various amenities while others do not. Some homeowners maintain their properties better than others. Mass appraisals cannot possibly make values equal and uniform. There is no such thing and that is why properties sell for different amounts.
3. Comparing and adjusting a 1,500 square foot home to a 5,000 sq ft home just does not work.
4. Comparing a golf course view lot to an interior lot in a golfing community just does not work.
5. Comparing a lake front property to a property that does not even have a lake view just does not work.
6. Taking the sale of vacant land, especially around a lake and then assessing other properties with improvements on them at the same land value just does not work.
7. Comparing sales of a property constructed in 2015 to a property constructed in 1950 just does not work.
8. Scheduling of protests for taxpayers and the ARB is a problem and needs to be addressed.
9. The ARB is provided less and less information needed to make a decision.
   A. Square footage of property
   B. Footprint of property, etc.

ARB Issues

The ARB is now the real first line of appeals for a taxpayer to protest. In prior years, a taxpayer could go to the TAD office, meet with an appraiser, provide evidence and negotiate a value. It is my understanding that procedure no longer exists. A taxpayer can meet with a District Appraiser who will accept evidence and then present it to a group of appraisers for review. This new policy puts an unfair burden on the taxpayer and the ARB.

It is also my understanding that during an ARB hearing the taxpayer will have only 4 minutes to present their case. While this is a new policy for 2016, it is an impossible situation for taxpayers and is quite intimidating.

The Appraisal District and the Appraisal Review Board are intended to operate as independent organizations. I can tell you that they are not totally separate. Examples of this are in the preparation of ARB budgets, staffing of the ARB by and with TAD employees, locations of offices in the same buildings and the County Tax Appraisal District Board of Directors overseeing both organizations.

Also related to the administration of the ARB and its members are the following issues:
1. Appointments are made by a local judge. It is my understanding that the judge holds no interviews and does little screening.
2. The Chairperson of the ARB who oversees the day to day performance of potential members is not allowed any input in the selection process.
3. There are no guidelines for the removal of an ARB member, the Chairperson of the ARB, ARB co-members or for that matter members of the public are not allowed to have any contact or input regarding removal of a board member. In essence, there is no accountability for ARB members who can serve up to 3 2-year terms.
4. Currently Appraisal Review Board members do not have any input regarding the Chairperson position of the ARB. The Appraisal District Board of Directors makes this appointment. It is my opinion that the Chairperson should be selected each year from ARB membership.

I believe the tax code states that appraisal notifications are to be mailed to taxpayers by April 1st of each year. For the most part, this requirement is ignored. This puts an unfair burden on the taxpayer and the ARB when trying to review and resolve values in such a condensed time frame.

In conclusion, the abuses of Appraisal Districts are numerous and the opinions rendered on values are arbitrary and usually not based on fact. Mass appraisals are ridiculous, unfair and seldom accurate. The burden on residential homeowners is onerous. I read the other day that Texas is the 5th highest property tax state in the country. Change needs to occur immediately before a Proposition 13 (such as what happened in California) is proposed. That would be a disaster. But how much longer can the average homeowner taxpayer keep paying crippling taxes while their salaries and income are not going up at the same pace or even going down? How many people will be forced out of their homes because they can't afford to pay their taxes? Or, those who are squeezed out of their rentals because their rents go up due to a steep rise in taxes? I have never witnessed as closely such an out-of-control system without any brakes. Thank you for listening.

KENNEDALE
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Consider adoption of Ordinance 684, amending the composition, charge, and meeting requirements for the Utility and Infrastructure Board (UIB)

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Per Council's direction, the proposed changes to the composition, charge, and meeting requirements of the UIB that are currently reflected in Ordinance 684 (attached) are:

- That the Board will meet only when requested by the Council
- That the Board will consider specific items or issues as assigned by the Council
- Regular members (Places 1-7) shall be:
  - 2 Planning and Zoning (P&Z) Commissioners;
  - 2 Economic Development Corporation (EDC) Board Members;
  - 2 Parks and Recreation Board Members; and
  - 1 qualified citizen
- Alternate members (Places 8-9) shall be qualified citizens of the City of Kennedale

Staff will be available to answer questions.

RECOMMENDATION
Approve

ATTACHMENTS

1.	O684_UIB Amendments	O684_UIB Amendments.pdf

ORDINANCE NO. 684

AN ORDINANCE AMENDING CHAPTER 23, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS, AS AMENDED, BY AMENDING SECTION 23-33, "UTILITY AND INFRASTRUCTURE BOARD"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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, the City Council previously adopted an ordinance providing for the creation and appointment of the Utility and Infrastructure Board; and

WHEREAS, the City Council now desires to amend said ordinance.

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

SECTION 1.

Section 23-33 "Utility and infrastructure board" of Article II "Municipal Water System" of Chapter 23 "Water, Sewers and Sewage Disposal" of the Kennedale City Code is hereby amended to read as follows:

"**Sec. 23-33. – Utility and infrastructure board.**

(a) *Creation and purpose.* There is hereby created and established a utility and infrastructure board. Such board shall be officially designated as the utility and infrastructure board of the City of Kennedale, Texas. On request of the city council, the board shall provide recommendations and advice to the city council on policies, projects, and other matters pertaining to the water and wastewater system, the storm water utility system, the street/transportation system, and the solid waste collection system.

(b) *Membership.*

(1) The board shall consist of seven (7) regular members, designated by Places 1 through 7, who shall be appointed by a majority vote of the city council. Places 1, 3, 5, and 7 shall serve two (2) year terms expiring October 1 of odd numbered years and Places 2, 4, and 6 shall serve two (2) year terms expiring October 1 of even numbered years. The city council may also appoint by majority vote two (2) alternate members, designated as Places 8 and 9 who shall serve in the absence of one or more regular members. Place 8 shall be appointed to an initial term expiring October 1, 2020. Place 9 shall be appointed to an initial term expiring October 1, 2019. Thereafter the terms for each alternate place shall be two (2) years.

(2) Members must meet the following qualifications:

a. Be a registered voter of the city;

b. Shall have resided in the corporate limits of the city for at least one (1) year;

c. Shall continue residency in the city during the term of office;

d. May not be a city councilmember at the time of their appointment or throughout the term of their office;

e. Members serving as places 1 and 2 must be, at the time of their appointment and throughout the term of their office, members of the Planning and Zoning Commission;

f. Members serving as places 3 and 4 must be, at the time of their appointment and throughout the term of their office, members of the Parks and Recreation Board; and

g. Members serving as places 5 and 6 must be, at the time of their appointment and throughout the term of their office, members of the Kennedale Economic Development Corporation.

(3) The city council shall appoint a replacement to fill any vacancy for the unexpired term of a member whose place has become vacant.

(4) The city council shall have the authority to remove any member at any time, with or without cause.

(c) *Organization, rules, and requirements.*

(1) By November of each year, or as soon as practicable thereafter, the city council must appoint, by simple majority vote, a chair and vice chair. The terms of the chair and vice chair shall be one (1) year. It will be the duty of the chair to preside over meetings. If the chair is absent the vice chair shall assume the duties of the office.

(2) Members of the board shall meet as requested by the city council to consider issues as assigned by the city council.

(3) The board shall conduct meetings and govern its proceedings according to the city council's adopted rules of order, abide by the Texas Open Meetings Law, and shall keep a record of its proceedings, including votes and attendance, and shall submit these records to the city secretary's office.

(4) Members of the board shall not take any action unless a quorum is present. A quorum shall consist of four (4) members. Each member, including the chair, is entitled to one (1) vote, and action of the board shall require a majority of those members present.

(5) The city manager shall designate a city employee to serve as staff liaison to the board.

(6) Members of the board shall receive one dollar ($1.00) for each meeting attended as compensation for the performance of their duties. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

(d) *Powers and duties*.

(1) This board is advisory only and shall not have any decision-making authority.

(2) The board shall have the following duties:

a. On request of the city council, to make studies and project plans for the city's water and wastewater system; solid waste collection system; streets/transportation system; and storm water utility system, including erosion controls and improvements along Village Creek tributaries and improvements to the main branch of Village Creek;

b. On request of the city council, to aid and assist the city in the procuring of financial and other aids and assistance for the city from the state and federal governments and their agencies for each and all the purposes herein enumerated;

c. On request of the city council, to act with and assist all other municipal boards, governmental agencies, regional associations and the city council in formulating proper plans for utility infrastructure development;

d. On request of the city council, to plan and recommend capital improvement projects (CIP) related to the water and wastewater utility, storm water utility, streets and transportation, and solid waste utility;

e. On request of the city council, to recommend general rules and regulations governing use of water and wastewater utilities, storm water utility, streets and transportation, and solid waste collection;

f. To accomplish these duties, the board may establish subcommittees as requested by the city council. Any subcommittee shall be chaired by a utility and infrastructure board member, and an unspecified number of community volunteers may be chosen by the board as working subcommittee members."

SECTION 2.

This ordinance shall be cumulative of all other ordinances of the City of Kennedale, and shall not repeal any of the provisions of such ordinances except in those instances when provisions of such ordinances are in direct conflict with the provisions of this ordinance, 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 should the phrases, clauses, sentences, paragraphs or sections of this ordinance be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs 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 invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OFF THE CITY OF KENNEDALE, TEXAS, THIS THE 19TH DAY OF NOVEMBER, 2019.

APPROVED:

MAYOR BRIAN JOHNSON

ATTEST:

[C I T Y S E A L]

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

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

SUBJECT
Consider making appointments to the Utility and Infrastructure Board (UIB)

ORIGINATED BY
George Campbell, City Manager

SUMMARY
At this time, Council may consider making appointments to the UIB, pursuant to Ordinance 684.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.4.

SUBJECT
Consider authorizing the City Manager to enter into an agreement with Shield Engineering Group at a cost of $103,700.00 for the engineering design of water, wastewater, drainage, and paving improvements for Peggy Lane

ORIGINATED BY
Larry Hoover, Public Works Director

SUMMARY
The attached agreement would provide for Shield Engineering to design the necessary infrastructure improvements for the rehabilitation of Peggy Lane. This existing asphalt roadway is about 20-feet wide, with bar ditches along the east side; and it is proposed to be replaced with 28-foot concrete roadway with sidewalks, a storm drainage system, and curb inlets contained within the existing 50-foot public right-of-way (ROW).

The existing 8" asbestos pipe along the west side would be replaced with 8" waterline. The existing sanitary 6" PVC sewer line along the east side will be reviewed using CCTV and rehabilitated based upon the assessed condition.

As Council may be aware, Peggy Lane is a unique street in that it has two trees in the center of the roadway that are beloved by many of the residents in that area. In May 2018, certified arborist Ryan Elliot examined the trees, finding that the post oak at 1219 Peggy is in good general health (needing only minor trimming); but recommended removal of the young red oak at 1201 Peggy, which has multiple issues that leave the tree "prone to failure". Staff did not follow the recommendation for removal at that time due to input from residents.

Staff believes that it is highly likely that the construction of the above mentioned infrastructure could very well damage the two existing trees, causing them to die, and has instructed Shield to thoughtfully address the trees in their design and make reasonable attempts to minimize the damage and preserve these trees in their existing locations.

One solution would be to create a "complete street" design, which would not save the existing trees, but would include the planting of trees within the ROW between the sidewalk and the curb.

Another solution would be to seek additional ROW from the owners of the properties closest to the trees, to allow the infrastructure to be placed as far as possible from the trees. However, this would incur additional costs. Procurement of any easement or ROW would come at a cost of $1,500.00 each (for the necessary legal documents). Of note, it is likely that some easements or ROW will be necessary due to drainage that must be addressed, no matter what decision is made regarding the trees.

The funding source for this project would be proceeds from the 2019 Series Tax Note.

RECOMMENDATION
Approve

ATTACHMENTS

1.	Presentation	2019_11.09 Peggy Lane Presentation_LG.pdf
2.	Contract	2019_11.19 SHIELD Peggy Lane Infrastructure PSA_FINAL.pdf

Peggy Lane Rehabilitation

TUESDAY, NOVEMBER 19, 2019
CITY COUNCIL MEETING

City of KENNEDALE Texas
EST. 1887
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SHIELD
ENGINEERING GROUP

RED OAK

1201 Peggy

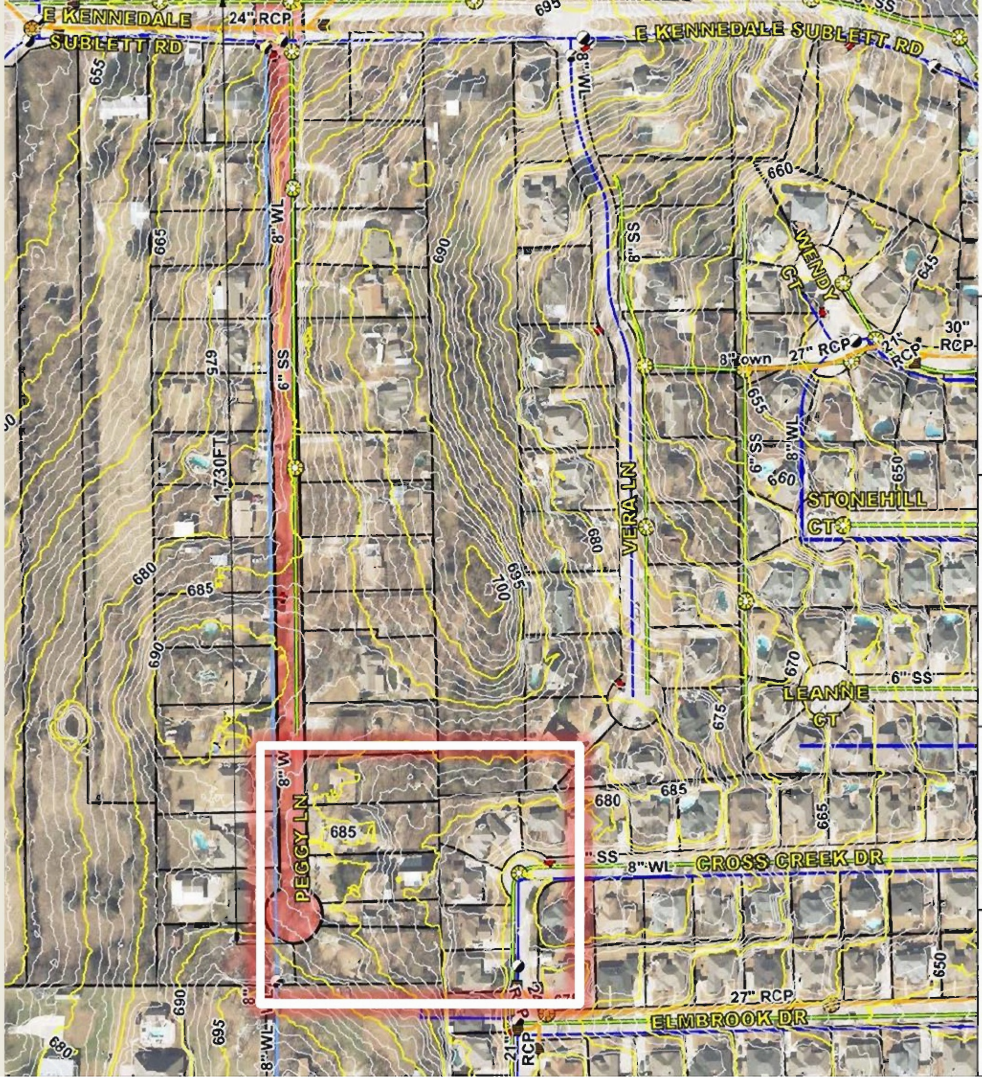
- *Multiple Issues*
- *"Prone to Failure"*
- *Arborist recommended removal in '18*
- *Staff did not remove due to residents' desire to maintain*

POST OAK

1219 Peggy

- *Generally in good health*
- *Minor trimming recommended*

$1,500 per easement or ROW necessary to address drainage issues or to accommodate the existing trees



SHIELD ENGINEERING GROUP

Legend

Water		Storm Water	
	Valves		Manhole
	Fire Hydrants		Pipe
	Mains		Culvert
	AC Mains		Inlet
Sanitary Sewer			Parcels
	Manhole		Area of Interest
	Gravity Mains		Minor Contours
			Major Contours

N

200 100 0 200 US Feet

PEGGY LANE
(EXISTING 50' RIGHT-OF-WAY)
UTILITY LOCATIONS

AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Peggy Lane Infrastructure Improvements

PROJECT NO: 2019040.01

CLIENT: City of Kennedale, Attn: Larry Hoover

ADDRESS: 405 Municipal Drive, Kennedale, TX 76060

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services.:

SCOPE: The city of Kennedale (Client, City or Owner) has identified roadway, drainage and utility improvements along Peggy Lane to be rehabilitated from E Kennedale Sublett Road south to the cul-de-sac end approximately 1730 linear feet.

The Firm understands Peggy Lane Improvements, located in Kennedale, Texas, to consist of civil engineering services associated with roadway, water, sanitary sewer and drainage rehabilitation improvements.

The existing asphalt roadway is 20'+/- wide with bar ditches along the east side contained within a 50' public ROW. This roadway is proposed to be replaced with 28' back to back concrete roadway with a storm drainage system and curb inlets contained within the existing 50' ROW. The existing water line is an 8" WL along the west side of the roadway. A new 8" water line is proposed to replace and abandon the existing 8" asbestos water pipe. The services will be reconnected to the new water line. The existing sanitary sewer line is shown as a 6" SS PVC along the east side of the roadway. This line will be reviewed using CCTV and rehabilitated based on the condition assessment of the pipe. Sidewalks are proposed along both sides of the roadway.

The Firm understands that there are two trees located in the middle of the roadway and the City intent is to design around these trees to attempt to preserve the trees in their current location.

Exhibits, as-built plans, and other miscellaneous services beyond this scope will be Additional Services and billed at the Hourly Rate Schedule provided with this scope.

The Client shall either directly provide the following information or make the information available from one of the Client's subconsultants including but not limited to:

- Geotechnical Report for pavement recommendation
- CCTV of SS Line for condition assessment

Basic Services:

1. **Conceptual Design Package and Data Collection: $15,900**
   a. Site Visit: The Firm will visit the site one time to observe existing conditions.
   b. Plan Research: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design. Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
   c. Future Improvements: The Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
   d. Data Collection: The data collection efforts may include conducting special coordination meetings with affected property owners and businesses as necessary to develop rehabilitation plans.
   e. Conceptual Design Package: shall include the following.
      i. Graphic exhibits and written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
      ii. Proposed phasing of any water, sanitary sewer, and pavement work that is included in this project.
      iii. Existing and proposed typical sections of the roadway to be constructed for the roadway including: existing and proposed ROW, existing and proposed lane widths, existing and proposed curbs, sidewalks, and retaining walls. It is assumed that the proposed roadway section will be reinforced concrete section as specified in the geotechnical report provided by the City or as directed by the City.
      iv. Conceptual plan and profile sheets showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks and driveways, proposed lane dimensions, existing drainage structures, city owned and franchise utilities as determined by dig-tess, and existing roadway vertical alignments (profiles).
   f. Preliminary Opinion of Probable Costs: The Firm will prepare one Preliminary Opinion of Probable Cost using our recent bid tabs, or Client provided unit prices, however, in either case, the Client represents their acceptance of these prices by using the estimate provided.
2. **Survey Services: $30,800**
   a. Topographic Design Survey: Perform on-the-ground design survey for the site (as defined above) to verify detailed information for engineering design. The Firm will provide topographic design survey which may include but is not limited to 1' contour intervals, horizontal and vertical location of existing surface features such as water valves, fire hydrants, telephone poles, sanitary sewer manholes and flowline information, storm drain system structures and flowlines and pipe sizes, curbs, edge of pavement, retaining walls, power poles, dig-tess pin flags, creek cross sections, etc.

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b. Right-of-Way Research: The Firm shall determine rights-of-way and easements needed for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the City.

c. Right of Entry: Prior to construction, the Firm's Surveyor shall prepare Temporary Right of Entry documents for the City to use and obtain from landowners. It is assumed that letters will only be required for land owners adjacent to temporary construction easements or who are directly affected by the project and no easement is required to enter their property.

3. Preliminary Design and Specifications: <u>$33,000</u>

a. Preliminary Design Drawings: The preliminary design drawings shall include:

i. Project Control Sheet showing all control points used or set while gathering data,

ii. Overall project easement layout,

iii. Overall Water layout sheet, preliminary water plans and water profiles for waterlines 12" and larger,

iv. Overall Sanitary Sewer layout sheets and preliminary sanitary sewer plan and profiles,

v. Preliminary iSWM: The Firm will prepare a preliminary iSWM submittal per the City requirements.

vi. Downstream Assessment: The Firm will provide a downstream assessment for the site. This assessment will include the current City Design Criteria and adopted iSWM standards. The intent of this modeling and design is to satisfy the "no adverse impact" criteria downstream. (HMS Modeling included)

vii. Drainage area map and preliminary drainage plans – including hydraulic calculations and preliminary storm drain plan and profile,

viii. Preliminary Roadway plan and profiles and typical roadway sections,

ix. Preliminary details.

b. Traffic Control Plan: The Firm will prepare a traffic control plan using City and MUTCD standards.

c. Erosion Control Plan: The Firm will prepare an erosion control plan using City and TCEQ standards to be used with the contractor SWPPP.

d. Preliminary Opinion of Probable Costs: The Firm will update the Preliminary Opinion of Probable Cost.

e. Specifications: The Firm shall prepare draft specifications.

4. Final Design and Construction Documents: <u>$16,500</u>

a. SWPPP: For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.

b. Draft Final plans (90%) and specifications shall be submitted to City for final comments.

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c. Following a 90% construction plan review meeting with the City, the Firm shall submit Construction Documents (100%) to the City per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the engineer registered in State of Texas.

d. The Firm shall submit a final design estimate of probable construction cost with 100% design package.

5. **Bid Phase Support Services: <u>$2,500</u> Hourly**

a. The Firm shall sell (or transmit electronically at no cost) contract documents and maintain a plan holders list of Contractor's and Plan Holder Registrations who have requested or purchased plans.

b. The Firm will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The Firm will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda. The Firm shall transmit all approved addenda distribute addenda to all plan holders.

c. The Firm will attend the prebid conference in support of the City.

d. The Firm will assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.

e. The Firm will attend the bid opening in support of the City.

f. The Firm will tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract.

g. The Firm will incorporate all addenda into the contract documents and issue conformed sets.

6. **Construction Phase Services: <u>$5,000</u> Hourly**

a. The Firm shall attend the preconstruction conference.

b. The Firm shall visit the project site at requested intervals as construction proceeds to observe and report on progress.

c. As requested by the City, the Firm shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

7. **Easement** Separate Instruments: The Firm's Surveyor shall prepare documents to be used to obtain permanent and/or temporary easements required to construct the improvements. The Firm shall assist the Client with normal coordination of the easement process but is not responsible for negotiating, securing or executing any part of the easement(s). Additional easements will be considered Additional Services. **<u>$1,500 each</u>**

8. **Right-of-Way**: The Firm's Surveyor shall prepare documents to be used to obtain right-of-way required to construct the improvements. The Firm shall assist the Client with normal coordination of the easement process but is not responsible for negotiating, securing or executing any part of the easement(s). Additional easements will be considered Additional Services. **<u>TBD</u>**

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SUMMARY:

1.	Conceptual Design Package and Data Collection	$ 15,900
2.	Survey Services	$ 30,800
3.	Preliminary Design and Specifications	$ 33,000
4.	Final Design and Construction Documents	$ 16,500
5.	Bid Phase Support Services	hourly estimate $ 2,500
6.	Construction Phase Services	hourly estimate $ 5,000
	Total Estimated Fee**:**	**$ 103,700**
7.	Easements	each $ 1,500
8.	Right-of-Way	if needed $ TBD

Reimbursable budget estimate**: As Incurred**

The Client will pay all Impact fees, FEMA fees, submittal fees, and all other fees and taxes.

The Firm will provide the professional services listed above in accordance with local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Accepted for **CLIENT**		Accepted for **SHIELD ENGINEERING GROUP, PLLC**	
By:		By:	
Name:		Name:	Craig H. Barnes
Title:		Title:	President
Date:		Date:	

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Exclusions and Additional Services: This proposal was prepared based on information provided by the Client and the conditions known to Shield Engineering Group, PLLC at the time of preparing this proposal. Tasks not included in the scope will be considered Additional Services. If the Engineer is requested to become involved with any of the following items, the Firm will be pleased to provide them for additional fees to be determined at that time. Additional Services include any services not listed above and all other special or miscellaneous services specifically authorized by the Client. Authorized Additional Services shall be billed in accordance with the attached Hourly Rate Schedule or for a prenegotiated lump sum fee approved by the Client. The following is an example of services which will be considered additional or excluded:

- Bidding Phase Services beyond those listed above.
- Construction Phase Services beyond those listed above.
- Subsurface Utility Engineering (SUE)
- Franchise Utility Relocation Coordination and Offsite Franchise Utility Coordination
- Traffic Analysis, Parking Flow Study, Signal Warrant Study
- Studies: Line of Sight, Water, Sanitary Sewer, Traffic, Flood
- Special Use Permits for Oil and Gas Coordination
- Survey (beyond those listed above): As-Built Survey/ALTA Survey, Boundary Title Search, Vacation Instruments, Additional Closing Exhibits and Legal Descriptions, Grade Certification, Rail Certification, or any other surveying services beyond those listed above
- Demolition Plan
- City Encroachment Agreements
- TxDOT Driveway/Utility Permit, Design and Details
- Water Appropriations, FAA, TxDOT, TRA, Railroad, Driveway
- Landscape architecture and irrigation system design
- Environmental Waters of the US/Wetland permits
- LOMR, CLOMR,
- Design of pump house, fire alarms, flow test(s) and/or ground storage tank for fire protection system design
- Design of retaining walls, screening walls, detached structures, special brick paved areas, etc.
- Design of offsite spoil/borrow area for excavation material
- Geotechnical Investigations, Material Testing and Inspection Services
- Coordination of Building Permit Processing and TDLR Review shall be provided by Architect or a third-party reviewer. This includes review of the latest edition of the Texas Accessibility Standards (TAS).
- Services of Special Consultants

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TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED: Signing this Agreement shall be construed as authorization by CLIENT for the FIRM to proceed with the Services, unless otherwise provided for in this Agreement.

2. ACCESS TO SITE: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services.

3. COST ESTIMATES: Any cost estimates provided will be on a basis of experience and judgment. Since the FIRM has no control over market conditions or bidding procedures, the FIRM does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. ADDITIONAL SERVICES: Services in addition to those specified in Scope will be provided if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and FIRM. In the absence of an express agreement about compensation, the FIRM shall be entitled to an equitable adjustment to its compensation for performing such additional services.

5. STANDARD OF CARE: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the FIRM and by mutual agreement between the parties, the FIRM will, without additional compensation, correct those services not meeting such a standard.

6. INDEMNIFICATION: FIRM SHALL INDEMNIFY AND HOLD HARMLESS CLIENT, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES, IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES (INCLUDING DEATH) TO ANY PERSON OR PERSONS, INCLUDING OFFICERS, EMPLOYEES OR AGENTS OF FIRM, WHICH ARE CAUSED BY ANY NEGLIGENT ERROR, OMISSION, DEFECT, OR DEFICIENCY IN THE PERFORMANCE OF FIRM'S PROFESSIONAL SERVICES OR IN THE NEGLIGENT PREPARATION OF DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE HEREWITH. FIRM SHALL PAY ALL EXPENSES (INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS OF COURT IN PROPORTION TO ENGINEER'S LIABILITY) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST CLIENT OR ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES IN CONNECTION HEREWITH; PROVIDING AND EXCEPT, HOWEVER, THAT THIS INDEMNITY PROVISION SHALL NOT BE CONSTRUED AS REQUIRING ENGINEER TO INDEMNIFY OR HOLD HARMLESS CLIENT, ITS OFFICERS, OFFICIALS, AGENTS, OR EMPLOYEES FROM LOSS, DAMAGES, LIABILITY OR EXPENSE ON ACCOUNT OF DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO FIRM BY CLIENT AND WHICH FIRM COULD NOT DISCOVER BY THE EXERCISE OF REASONABLE DILIGENCE. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS ($10.00) OF REMUNERATION PAID TO FIRM UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the CLIENT and FIRM shall be submitted to non-binding mediation, and any mediation must be conducted by a mutually agreed upon mediator located in Tarrant County, Texas. CLIENT and FIRM agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

8. PAYMENT TO FIRM: Invoices for the FIRM's service shall be submitted to CLIENT on a monthly basis. The CLIENT shall either approve these invoices or notify the FIRM of any invoices not approved. The CLIENT and the FIRM shall confer and attempt to resolve such disputed invoices. The CLIENT shall pay the FIRM for all undisputed invoices 30 days after CLIENT receives the invoice. If Client has failed to pay an undisputed invoice after 45 days of CLIENT's receipt of the invoice, FIRM may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. [Retainers/Deposits shall be credited on the final invoice.]

9. LATE PAYMENTS: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

10. TERMINATION: Either CLIENT or FIRM may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay FIRM in full for all work previously authorized and performed prior to effective date of termination. FIRM, unless requested by CLIENT, is not authorized to perform any services after either party receives a notice of termination, and will not be paid for any such unauthorized work. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. CERTIFICATIONS: Guarantees and Warranties: The FIRM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the FIRM cannot ascertain.

12. OWNERSHIP OF DOCUMENTS: Upon FIRM's completion of services and receipt of payment in full, or upon termination of this Agreement, FIRM shall grant to CLIENT a non-exclusive license to possess the final drawings and instruments produced in connection with FIRM'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 contemplated by this Agreement. 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 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 FIRM and may not be used or reused, in any form, by CLIENT without the express written authorization of FIRM. Client agrees that any reuse by CLIENT, or by those who obtain said information from or through CLIENT, without written verification or adaptation by FIRM, will be at CLIENT's sole risk and without liability or legal exposure to FIRM or to FIRM's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities,

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advisors, subconsultants or independent contractors or associates.

13. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

14. JOBSITE SAFETY: Neither the professional activities of the FIRM, nor the presence of the FIRM or its employees and subconsultant's at a construction/project site, shall impose any duty on the FIRM, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The FIRM and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

15. ENTIRE AGREEMENT: This Agreement represents the entire understanding of CLIENT and FIRM. No prior oral or written understandings shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. This Agreement constitutes, represents and is intended by the parties to be the complete and final statement and expression of all of the terms and arrangements between the parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the parties and all such matters are merged into this Agreement.

16. INSURANCE: FIRM shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be $1,000,000 per claim and in the aggregate. FIRM shall submit to the CLIENT a certificate of insurance prior to commencing any work for the CLIENT.

17. ASSIGNMENT: Neither the CLIENT nor FIRM may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the parties to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any CLIENT officer, employee or agent.

18. JURISDICTION AND VENUE: This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in Tarrant County, Texas.

19. ATTORNEY'S FEES: If it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

2019 HOURLY RATE SCHEDULE

Principal	$235
Program Manager	$200
Project Manager	$180
Senior Professional Engineer	$170
Professional Engineer	$145
EIT II	$115
EIT I	$100
Senior Designer	$125
Designer	$100
CAD Drafter	$85
Support	$70
QA/QC	$155
Senior RPLS	$175
RPLS	$155
GIS Specialist	$135
Survey Technician	$100
Party Chief	$100
Survey Crew Member	$55

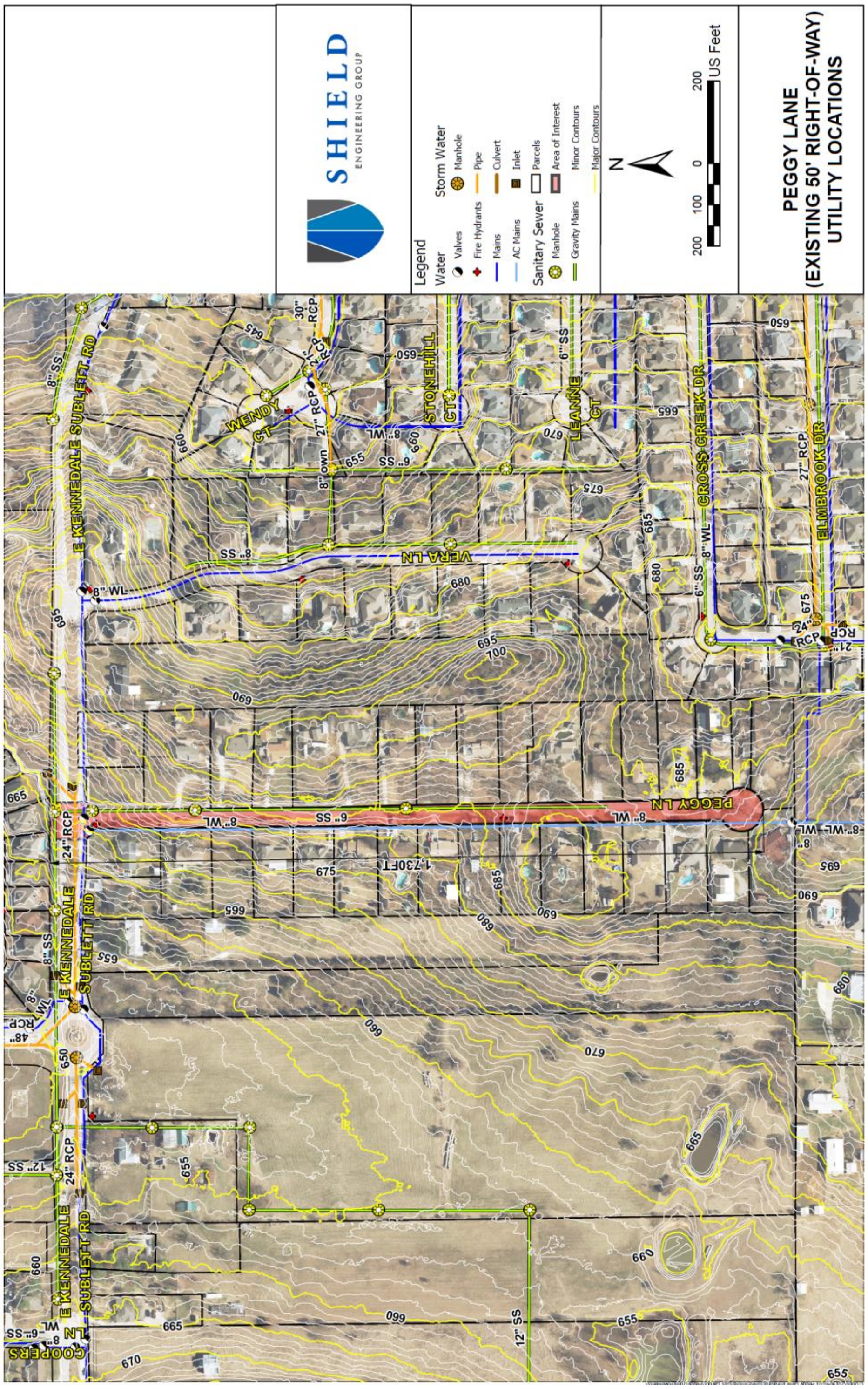
Hourly Rate Schedule as of the date of this contract is subject to change without notice.

Initials ________ ________

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696
info@segpllc.com · www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 · TBPLS FIRM #10193890

SHIELD
ENGINEERING GROUP



Initials ________ ________ Page 10 of 10

(FIRM) (CLIENT)

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.5.

SUBJECT
Consider authorizing the City Manager to enter into an agreement with Freese and Nichols to conduct a roadway, water, and wastewater impact fee study, at a cost of $100,000.00

ORIGINATED BY
Larry Hoover, Public Works Director

SUMMARY
The following information was presented to Council as a Work Session item on the Tuesday, October 15 Regular Meeting. The funding source for this contract would be the Roadway Impact Fee Fund.

A significant source of financing for the necessary capital improvements triggered by growth is the assessment of impact fees on new development. This philosophy – sometimes described as '*growth paying for growth*' – aims to alleviate the cost burden of new or expanded infrastructure on existing taxpayers and utility customers while also providing a systematic approach to the assessment of those fees necessary to account for their calculated impact on the roadway, water, and wastewater systems.

The City's current impact fees for streets, water, and sewer are based on a 2015 study (finalized and implemented in 2016) conducted by Freese and Nichols, Inc. (FNI) at a cost of $98,000. A presentation from FNI regarding '*Impact Fee Basics*' is attached. As stated in the presentation, Local Government Code Chapter 395 requires that impact fee land use assumptions and capital improvement plans be updated every five years.

These periodic updates also serve to ensure that Kennedale's fees are appropriate in comparison to other north Texas cities. With the rapid development currently taking place across the region, an update would be beneficial in assuring that the City is maximizing this revenue source and that the Impact Fee Capital Improvements Plans reflect the projects appropriately eligible for Impact Fee funding.

FNI performed the most recent study (as well as the Water and Wastewater Master Plan in 2014) and thus has a vast working knowledge of our existing infrastructure, which could provide savings in both cost and time. FNI estimates that the study would take 7 to 9 months and cost $90,000 to 95,000, which could be funded from the current projected impact fee revenue included in the FY19–20 Budget (see below for detailed fiscal information).

Calculation of Impact Fees
Water and Sewer Impact Fees (per service unit) are calculated based on standard water meter sizes as set forth in the definition of living unit equivalent (LUE) – or the typical flow produced by a single family residence.

Roadway Impact Fees are calculated based upon the costs of facilities in proportion to development creating the need for such facilities. All Impact Fees are collected at the time the corresponding building permit is issued.

FINANCIAL IMPACT:
The projected Year-End FY 19-20 fund balances for the City's Impact Fee Funds are as follows:

- Water Impact Fee Fund: ($105,054)
- Sewer Impact Fee Fund: $34,391
- Roadway Impact Fee Fund: $590,810

Revenues in both the Water and Sewer Impact Fee Funds have fallen short of expenditures in the past four fiscal years, causing the Fund Balance to decrease each year since FY16–17. However, the Fund Balance in the Roadway Impact Fee Fund has averaged an increase in the past three years. The unbudgeted expense of the Impact Fee Study could be funded from the Roadway Impact Fee Fund which has a current projected End of Year Fund balance of $590,810 (see fund detail in the chart below).

FUND BUDGET: ROADWAY IMPACT FEE FUND

45-ROADWAY IMPACT FUND						
REVENUES		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 APPROVED	2018-2019 PROJECTED	2019-2020 APPROVED
45-4215-00-00	IMPACT FEES	66,486	126,951	60,000	24,054	24,535
45-4401-00-00	INVESTMENT INCOME	506	1,759	350	5,093	3,000
TOTAL REVENUES		66,992	128,711	60,350	29,147	27,535
EXPENDITURES		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 APPROVED	2018-2019 PROJECTED	2019-2020 APPROVED
45-5798-00-00	TRANSFER OUT - TIF #1 FU ND	83,630	10,000	10,000	10,000	10,000
TOTAL FUND EXPENDITURES		83,630	10,000	10,000	10,000	10,000
REVENUES OVER (UNDER) EXPENDITURES		(16,637)	118,711	50,350	19,147	17,535
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN (OUT)		0	0	0	0	0
TOTAL OTHER FINANCING SOURCES (USES)		-	-	-	-	-
NET CHANGE IN FUND BALANCE		(16,637)	118,711	50,350	19,147	17,535
RESTRICTED FUND BALANCE, OCT 1		452,055	435,418	554,128	554,128	573,275
RESTRICTED FUND BALANCE, SEP 30		435,418	554,128	604,478	573,275	$590,810

RECOMMENDATION
Direct staff to contract with Freese and Nichols (FNI) to perform an Impact Fee Study for water, wastewater, and roadway impact fees to be funded from the Roadway Impact Fee Fund.

ATTACHMENTS

1.	Contract	2019_11.19 FNI PSA-FNI Impact Fee Study.pdf

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Kennedale, Texas, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Water, Wastewater, Roadway Impact Fee Update.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of One Hundred Thousand Dollars, $100,000.00.

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

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

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

FREESE AND NICHOLS, INC.	**CITY OF KENNEDALE, TEXAS**
BY: ____________________	BY: ____________________
____________________ PRINT NAME AND TITLE	GEORGE CAMPBELL, CITY MANAGER PRINT NAME AND TITLE
DATE: ____________________	DATE: 11/19/2019
ATTEST: ____________________	ATTEST: ____________________

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

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

PROJECT UNDERSTANDING

FNI understands that the City of Kennedale, Texas, is seeking to update the roadway, water, and wastewater impact fees, consistent with the requirements of Chapter 395 of the Texas Local Government Codes. The City seeks to do this by updating service areas, determining the growth for the 10-year planning period, developing an impact fee capital improvements program, defining a service unit equivalency table, and calculating the maximum fee per service-unit for the roadway, water, and wastewater systems. The study will be coordinated through a Capital Improvements Advisory Committee (appointed by the City) and culminate with adoption through a public hearing process.

Phase A. Kickoff Meeting, Data Collection & Land Use Assumptions

A.1 Project Kick-Off Meeting: Freese and Nichols, Inc. (FNI) will meet with the City to review scope, project team, schedule of the project, and present a data request memorandum.

A.2 Water and Wastewater Data Collection: FNI will compile information from the City including GIS files, facility sizing, recently completed or under construction system improvements, water production data, and wastewater flow data. FNI will utilize information from the Water/Wastewater Master Plan to develop future population projections and the Land Use Assumptions.

A.3 Roadway Data Collection: FNI will coordinate with the City to obtain updated information including GIS files, demographic information, recently completed system improvements, and existing traffic count data. To support this study update, traffic count data will be collected at up to ten (10) locations throughout the city. This task effort will be facilitated through the use of a sub-consultant. A review of existing traffic count data will be made to determine optimal traffic count locations. Following completion of the data collection effort, data will be compiled into a database for use in subsequent analysis. FNI will provide the City with a Data Request Memorandum identifying any additional data needs for the impact fee study.

A.4 Develop Land Use Assumptions: FNI will utilize available data on impending developments and available lots to develop 5-year, 10-year, and Buildout land use assumptions by service area. CCN, ETJ, and proposed annexation boundaries will be evaluated to define future water and wastewater service areas. Employment demographics will be derived from data by the North Central Texas Council of Governments (NCTCOG).

A.5 Progress Meeting #1: FNI will meet with the City to discuss the land use assumptions, and load projections. FNI will address comments from City staff and make revisions as necessary.

Phase B. Water and Wastewater Impact Fee Analysis

B.1 Review Historical Water Demands and Wastewater Flows: FNI will obtain and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. This data will be used to determine expected per-capita loads for future projections.

B.2 Develop Water Demand and Wastewater Flow Projections: FNI will develop water demand and wastewater flow projections for 5-year, 10-year, and Buildout conditions using the future land use assumptions and historical usage trends. The projections will be used to evaluate the sizing and timing of the capital improvement projects.

B.3 Identify Existing Projects Eligible for Impact Fee Cost Recovery: FNI will review recently completed water and wastewater improvements and determine which projects are eligible for future cost recovery from growth.

B.4 Develop Water and Wastewater Impact Fee CIP: FNI will develop an impact fee CIP based on the improvements recommended as part of the capacity analysis. Impact fee eligible improvements are intended to serve growth within the next 10 years. Maps will be prepared showing the proposed water and wastewater capital improvement plan projects included in the impact fee calculation.

B.5 Conduct Water and Wastewater Impact Fee Capacity Analysis for CIP Projects: FNI will utilize the water and wastewater capital improvements plan and land use assumptions to analyze the capacity for impact fee cost recovery for 10-year projected growth. FNI will utilize the capacity analysis and capital project costs to calculate the percentage of project cost eligible for impact fee cost recovery.

B.6 Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.

B.7 Calculate Maximum Allowable Impact Fees: FNI will develop maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Local Government Code using the 50% credit method based on the existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs.

Phase C. Roadway Impact Fee Analysis, Report, and Presentations

C.1 Update Roadway Impact Fee Service Areas: FNI will review and update, as necessary, the roadway service area structure to incorporate any recent municipal annexations. FNI will also review any revised changes to the service area structure to ensure compliance with state legislation (six-mile maximum). Following the completion of this task, City Staff will review and approve the service area structure prior to commencement of supplemental tasks. It is anticipated that minimal changes will be made to the service area structure.

C.2 Existing Roadway Inventory and Analysis: FNI will assemble an inventory and analysis of existing major roadways, by service area (Task C.1) in the city. The inventory will contain the following information of existing major collector and arterial status roadways; roadway segment name and limits, length (in miles), number of lanes, facility type (divided, undivided), and functional classification (arterial, collector).

Existing conditions analyses will be prepared to calculate capacity provided and utilized of existing capital improvements within the city. Any roadway deficiencies identified will be summarized by service area for use in the capital improvements cost per service unit analysis. The existing conditions analysis will be based on PM peak hour directional traffic volume data collected in Task A.3.

C.3 Determination of Projected Roadway Demand: Determination of projected roadway demand over the 10-year planning period will be based on socio-demographic data developed in the land use assumptions report prepared as part of the study process. The service unit equivalency table, updated in Task C.6, will serve as the basis for determination of the number of service units generated within individual service areas over the ten-year planning period.

C.4 Prepare Roadway Capital Improvements Program: The impact fee capital improvements program (CIP) will be updated incorporating growth considerations from the LUA, the City Thoroughfare Plan, fiscal constraints, and City Staff input. This process will include the identification and recommendation of specific roadway projects for inclusion into the impact fee CIP list. Cost information of both existing and proposed capital projects will be collected and developed for inclusion into an updated CIP database. For completed projects (identified as part of the previous impact fee system CIP), incorporation of actual cost data will be included as per legislative requirements. The City will provide cost data for completed projects and will include costs incurred for construction, engineering right-of-way, and debt service. For project additions to the CIP, appropriate historic unit cost data will be collected from the City and used as a basis for cost estimates by FNI. We have assumed that (1) impact fee CIP scenario will be prepared as part of this study effort. Traffic count data collected in Task A.3 will be used to conduct an evaluation of existing impact fee CIP projects. This analysis will be used to ensure that excess capacity remains for projects to be retained in the impact fee program.

For scoping purposes, it is assumed that a financial analysis determining the maximum that could be charged (in excess of 50%) will not be conducted. Should such study be desired, a separate scope and fee will be provided.

C.5 Roadway CIP Database Update and Maximum Fee Calculation: Impact Fee CIP project data will be compiled and input into a roadway projects database. This database will be prepared by service area and include the following information:

a. Roadway segment name and limits
b. Number of lanes, length and facility type
c. Project cost information (construction, engineering, ROW, debt service)
d. Capacity provided by CIP projects, utilized and percent attributable to new development
e. Project cost attributable to new development

Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the City.

C.6 Update Land Use Equivalency Table: The land use equivalency table will be updated/expanded based on City Staff input. Traffic data will be based on information presented in the Institute of Transportation Engineers, *Trip Generation Manual*, 10th Edition and any supplemental information of trip type activity. Subject to availability of data, up to three (3) land uses land uses not listed in ITE's Trip Generation will be researched and incorporated. Trip length information will be derived from the latest workplace data compiled by the North Central Texas Council of Governments.

Phase D. Impact Fee Report Development and Meeting Attendance

D.1 Develop Draft Water and Wastewater CIP Update and Impact Fee Report: FNI will prepare a Draft Water and Wastewater CIP Update and Impact Fee Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees. An electronic PDF copy and three hard copies of the draft report will be delivered to City.

D.2 Develop Draft Roadway Impact Fee Report: FNI will prepare and deliver one (1) Draft Roadway Impact Fee Report documenting analyses, the CIP, cost calculations, and associated maximum cost per service unit. An electronic PDF copy and three hard copies of the draft report will be delivered to the City. The City will provide a consolidated list of comments of the draft report to FNI.

D.3 Meetings with City Staff: FNI will meet with the City Staff up to three (3) times throughout the impact fee update process to discuss the findings, impact fee calculations, and recommendations for setting the water, wastewater and roadway impact fees for the City.

D.4 Finalize Impact Fee Study Report: FNI will revise the Draft Impact Fee report to incorporate City Staff and CIAC comments. FNI will prepare and deliver ten (10) copies of the Final Water, Wastewater and Roadway Impact Fee Report. An electronic version of the final report (PDF format) will also be provided.

D.5 Citizen Advisory Committee Presentations: FNI will conduct up to two (2) presentations to the Citizen Advisory Committee and/or the City Council. Topics may include impact fee program overview, summary of land use assumptions and capital improvements plan, or impact fee analysis and results. FNI will prepare presentation materials and exhibits for the Citizen Advisory Committee presentations.

D.6 Attend City Council Public Hearing: FNI will attend one (1) Public Hearing to present and address questions about the land use assumptions, capital improvements plan, and impact fee calculations.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.

C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

E. Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.

H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

I. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client.

J. Providing renderings, model, and mock-ups requested by the Client.

K. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Client.

L. GIS mapping services or assistance with these services.

M. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within twelve (12) months from Notice to Proceed.

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

ARTICLE IV

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

A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.

B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.

C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

G. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

H. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.

J. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Owner's Project Representative	Name:	Larry Hoover
	E-mail:	lhoover@cityofkennedale.com
	Phone:	817-985-2170
Owner's Accounting Representative	Name:	Lakeita Sutton
	E-mail:	lsutton@cityofkennedale.com
	Phone:	817-985-2110
FNI's Project Representative	Name:	Andrew Franko, P.E.
	E-mail:	asf@freese.com
	Phone:	817-735-7515
FNI's Accounting Representative	Name:	Jana Collier
	E-mail:	jvc@freese.com
	Phone:	817-735-7354

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the CITY OF KENNEDALE, TEXAS. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.

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

3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees, to the extent permitted by law, to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		**Workers' Compensation**	
General Aggregate	$2,000,000	As required by Statute	
Automobile Liability (Any Auto)		**Professional Liability**	
CSL	$1,000,000	$3,000,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

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

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

FNI__________
CLIENT__________

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

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

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

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.

14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

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

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

16. **INDEMNITY:** To the extent caused by FNI negligence, FNI agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, fines, penalties, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for any injury to or death of any person, or for damage to any property, arising out of, in connection with, or resulting from the performance of this Agreement. This provision of the Agreement shall survive the termination of this Agreement.

17. **GOVERNING LAW & JURISDICTION:** This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

18. **ATTORNEY'S FEES**. If it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

FNI__________
CLIENT__________

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: PURSUANT TO EXECUTIVE SESSION ITEM IV.H.1.

SUBJECT
Consider approval of or amendments to an employment agreement with George Campbell to serve as City Manager

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 19, 2019

AGENDA ITEM NUMBER: PURSUANT TO EXECUTIVE SESSION ITEM IV.H.2.

SUBJECT
Take any other action deemed necessary as a result of the Executive Session

ORIGINATED BY
George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS