

**KENNEDALE CITY COUNCIL
AGENDA
REGULAR MEETING
December 13, 2012
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

**WORK SESSION – Cancelled
REGULAR SESSION - 7:00 PM**

I. CALL TO ORDER

II. WORK SESSION - Cancelled

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

VIII. VISITOR/CITIZENS FORUM

At this time, any person with business before the City Council not scheduled on the Agenda may speak, provided that an official 'Visitor/Citizen Request to Speak' Form has been completed and submitted to the City Secretary prior to the start of the meeting. All comments must be directed towards the Council as a whole, rather than individual councilmembers or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action can be taken on these items.

IX. REPORTS/ANNOUNCEMENTS

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

- A. Discuss Council participation in the multi-jurisdictional public education rally at Mansfield ISD in February 2013.

X. CONSENT ITEMS

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

- A. Consider awarding the contract and approving financing for 12" Swiney Hiatt water line extension project.
- B. Consider approval of a Master Road Repair Agreement with Carrizo Oil and Gas, Inc.
- C. Consider approval of minutes from November 7, 2012 regular meeting.

XI. REGULAR ITEMS

- A. Authorize City Manager to execute a contract with Global Water for utility services and capital improvement financing.
- B. Consider authorizing the City Manager to execute a Rabies Control Agreement with the City of Fort Worth.
- C. Consider naming the new street that connects Mansfield-Cardinal Road to Kennedale Parkway.
- D. Consider issuing a list of projects to the Youth Advisory Council.

XII. EXECUTIVE SESSION

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

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

XIV. ADJOURNMENT

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

CERTIFICATION

I certify that a copy of the December 13, 2012, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



Amethyst G. Cirno, City Secretary

Date: December 13, 2012

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Discuss Council participation in the multi-jurisdictional public education rally at Mansfield ISD in February 2013.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Amethyst Cirimo will present information on the upcoming public education rally. Mansfield, Kennedale, Arlington, Grand Prairie, and Midlothian are among the participants. Additional information will be available after the initial meeting on December 10th.

Rally Information from MISD:

"We will be inviting community members, elected officials and other representatives to come hear our messages about the GREAT things happening in public education! Our keynote speaker is former Commissioner of Education Robert Scott, and we will have several other pro-education voices there (Raise Your Hand Texas, Friends of Texas Public Schools, TASA, and more)."

Thursday, February 21, 2013
7:30 – 9:30 p.m. at the MISD Center for the Performing Arts
1110 West Debbie Lane, Mansfield, TX 76063

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: December 13, 2012

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider awarding the contract and approving financing for 12" Swiney Hiatt water line extension project.

II. Originated by:

Larry Ledbetter, Director of Public Works

III. Summary:

History:

The Falconwood Addition historically has water quality issues, which require frequent flushing of hydrants, due mainly to inadequate/improper water line sizing. Water flow volume/pressure at hydrants within the subdivision is below standard flow volumes and rates. It was determined that extending the 12" water line on Swiney Hiatt to the subdivision would assist in mitigating these issues.

Bids for the project were received on November 06, 2012. A&M Construction and Utilities, Inc. was the low bidder of eleven bidders with a bid of \$81,733.00. The contractor has good qualifications and references, which were reviewed by TN&P and Public Works Staff.

Staff recommends awarding the contract to A&M Construction and Utilities for the bid price of \$81,733.00.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	12" water line bid tab	attachment1.pdf
2.	bid tab sheet #2	attachment2.pdf

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

TNP JOB NO: KEN 12176
ENGINEER'S ESTIMATE: \$ 110,000
BID DATE: November 6, 2012
BID TIME: 2:00 PM

CLIENT: City of Kennedale

DESCRIPTION: 12" Water Line Extension for Swiney Hielt Road

BIDDERS

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	A&M Construction and Utilities		Tejas Commercial Construction		Saber Development Corporation		Cin-Spen Inc.		R&D Burns Brothers, Inc.		Circle H Contractors	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Preparation and Restoration of Site	1	LS	\$3,000.00	\$3,000.00	\$9,500.00	\$9,500.00	\$4,000.00	\$4,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00
2	6" PVC, DR-18 (150 psi) AWWA C900 Water Line	10	LF	\$33.00	\$330.00	\$39.00	\$390.00	\$46.00	\$460.00	\$31.00	\$310.00	\$28.00	\$280.00	\$40.00	\$400.00
3	12" PVC, DR-18 (150 psi) AWWA C900 Water Line	799	LF	\$39.00	\$31,161.00	\$43.00	\$34,357.00	\$53.00	\$42,347.00	\$38.00	\$30,362.00	\$47.75	\$38,152.25	\$45.00	\$35,955.00
4	12" Ductile Iron, Standard Pressure Class, Water Line	20	LF	\$59.00	\$1,180.00	\$110.00	\$2,200.00	\$78.00	\$1,560.00	\$70.00	\$1,400.00	\$65.00	\$1,300.00	\$60.00	\$1,200.00
5	16" Ductile Iron Pipe, Class 350, Water Line	15	LF	\$102.00	\$1,530.00	\$120.00	\$1,800.00	\$93.00	\$1,395.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
6A.	1" Copper Tube for Water Service, Bored under Pavement	210	LF	\$15.00	\$3,150.00	\$29.00	\$6,090.00	\$19.00	\$3,990.00	\$40.00	\$8,400.00	\$17.00	\$3,570.00	\$25.00	\$5,250.00
6B.	1" Copper Tube for Water Service, Open Cut	210	LF	\$25.00	\$5,250.00	\$15.00	\$3,150.00	\$15.00	\$3,150.00	\$27.00	\$5,670.00	\$15.00	\$3,150.00	\$25.00	\$5,250.00
7B.	Asphalt Pavement Repair for Water Service	100	LF	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$60.00	\$6,000.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00
8	Asphalt Pavement Repair for Water Main	30	LF	\$30.00	\$900.00	\$35.00	\$1,050.00	\$25.00	\$750.00	\$80.00	\$2,400.00	\$44.00	\$1,320.00	\$65.00	\$1,950.00
9	Asphalt Driveway Repair for Water Main	32	LF	\$35.00	\$1,120.00	\$30.00	\$960.00	\$20.00	\$640.00	\$80.00	\$2,560.00	\$44.00	\$1,408.00	\$65.00	\$1,960.00
10	Water Service Tap, Saddle and Corp Stop	5	EA	\$260.00	\$1,300.00	\$300.00	\$1,500.00	\$160.00	\$800.00	\$210.00	\$1,050.00	\$200.00	\$1,000.00	\$375.00	\$1,875.00
11	Water Meter Box at Grade	5	EA	\$232.00	\$1,160.00	\$165.00	\$825.00	\$120.00	\$600.00	\$160.00	\$800.00	\$150.00	\$750.00	\$150.00	\$750.00
12	3/4" Curb Stop and Meter Yolk (Do not connect to Existing Meter	5	EA	\$220.00	\$1,100.00	\$150.00	\$750.00	\$100.00	\$500.00	\$160.00	\$800.00	\$150.00	\$750.00	\$150.00	\$750.00
13	12" Gate Valve and Box	2	EA	\$2,300.00	\$4,600.00	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00	\$1,900.00	\$3,800.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
14	Fire Hydrant Assembly	1	EA	\$2,300.00	\$2,300.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00
15	6" Gate Valve and Box	1	EA	\$1,200.00	\$1,200.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$720.00	\$720.00	\$800.00	\$800.00	\$800.00	\$800.00
16	Concrete Encasement for Water Main	10	LF	\$23.00	\$230.00	\$35.00	\$350.00	\$30.00	\$300.00	\$60.00	\$600.00	\$75.00	\$750.00	\$40.00	\$400.00
17	DJCI Fittings, Full Size with Mega-Lugs	2.0	Ton	\$7,000.00	\$14,000.00	\$4,800.00	\$9,600.00	\$3,800.00	\$7,600.00	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00
18	Adapt and Connect to Existing Water Line as Directed	2	EA	\$1,525.00	\$3,050.00	\$950.00	\$1,900.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00
19	Miscellaneous Utility Adjustments	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
20	Trench Safety	844	LF	\$0.50	\$422.00	\$0.50	\$422.00	\$0.90	\$759.60	\$0.01	\$8.44	\$1.00	\$844.00	\$1.50	\$1,266.00
	BASE BID (ALTERNATE A)				\$81,733.00		\$88,894.00		\$87,301.60		\$98,460.44		\$99,974.25		\$100,931.00
	BASE BID (ALTERNATE B)				\$86,833.00		\$88,954.00		\$89,961.60		\$101,730.44		\$103,554.25		\$103,731.00

BID TABULATION REPORT

CLIENT: City of Kennedale

DESCRIPTION: 12" Water Line Extension for Swiney Hlett Road

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

TNP JOB NO: KEN 12176
ENGINEER'S ESTIMATE: \$ 110,000
BID DATE: November 6, 2012
BID TIME: 2:00 PM

BIDDERS

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	Bristow Contracting		Interstate Pipeline Utility Construction		Gra-Tex Utilities, Inc.		Quality Construction		CPS Civil	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Preparation and Restoration of Site	1	LS	\$4,500.00	\$4,500.00	\$14,667.00	\$14,667.00	\$20,000.00	\$20,000.00	\$15,819.00	\$15,819.00	\$15,000.00	\$15,000.00
2	6" PVC, DR-18 (150 psi) AWWA C900 Water Line	10	LF	\$34.00	\$340.00	\$30.50	\$305.00	\$38.00	\$380.00	\$84.00	\$840.00	\$60.00	\$600.00
3	12" PVC, DR-18 (150 psi) AWWA C900 Water Line	799	LF	\$34.00	\$27,166.00	\$59.30	\$47,380.70	\$72.00	\$57,528.00	\$48.00	\$38,352.00	\$75.00	\$59,925.00
4	12" Ductile Iron, Standard Pressure Class, Water Line	20	LF	\$80.00	\$1,600.00	\$72.75	\$1,455.00	\$88.00	\$1,760.00	\$156.00	\$3,120.00	\$100.00	\$2,000.00
5	16" Ductile Iron Pipe, Class 350, Water Line	15	LF	\$130.00	\$1,950.00	\$152.50	\$2,287.50	\$20.00	\$300.00	\$172.00	\$2,580.00	\$125.00	\$1,875.00
6A.	1" Copper Tube for Water Service, Bored under Pavement	210	LF	\$40.00	\$8,400.00	\$45.00	\$9,450.00	\$20.00	\$4,200.00	\$33.00	\$6,930.00	\$40.00	\$8,400.00
6B.	1" Copper Tube for Water Service, Open Cut	210	LF	\$23.00	\$4,830.00	\$33.90	\$7,119.00	\$0.00	\$0.00	\$36.00	\$7,560.00	\$20.00	\$4,200.00
7B.	Asphalt Pavement Repair for Water Service	100	LF	\$65.00	\$6,500.00	\$61.00	\$6,100.00	\$40.00	\$4,000.00	\$81.00	\$8,100.00	\$20.00	\$2,000.00
8	Asphalt Pavement Repair for Water Main	30	LF	\$87.00	\$2,610.00	\$68.00	\$2,040.00	\$40.00	\$1,200.00	\$92.00	\$2,760.00	\$20.00	\$600.00
9	Asphalt Driveway Repair for Water Main	32	LF	\$87.00	\$2,784.00	\$61.70	\$1,974.40	\$40.00	\$1,280.00	\$89.00	\$2,848.00	\$20.00	\$600.00
10	Water Service Tap, Saddle and Corp Stop	5	EA	\$750.00	\$3,750.00	\$455.75	\$2,278.75	\$350.00	\$1,750.00	\$793.00	\$3,965.00	\$300.00	\$1,500.00
11	Water Meter Box at Grade	5	EA	\$450.00	\$2,250.00	\$175.00	\$875.00	\$175.00	\$875.00	\$310.00	\$1,550.00	\$400.00	\$2,000.00
12	3/4" Curb Stop and Meter Yolk (Do not connect to Existing Meter)	5	EA	\$550.00	\$2,750.00	\$229.00	\$1,145.00	\$200.00	\$1,000.00	\$420.00	\$2,100.00	\$200.00	\$1,000.00
13	12" Gate Valve and Box	2	EA	\$2,700.00	\$5,400.00	\$2,100.00	\$4,200.00	\$2,300.00	\$4,600.00	\$2,797.00	\$5,594.00	\$3,500.00	\$7,000.00
14	Fire Hydrant Assembly	1	EA	\$3,200.00	\$3,200.00	\$3,347.00	\$3,347.00	\$2,500.00	\$2,500.00	\$2,931.00	\$2,931.00	\$3,000.00	\$3,000.00
15	6" Gate Valve and Box	1	EA	\$1,100.00	\$1,100.00	\$827.00	\$827.00	\$700.00	\$700.00	\$944.00	\$944.00	\$1,000.00	\$1,000.00
16	Concrete Encasement for Water Main	10	LF	\$75.00	\$750.00	\$45.75	\$457.50	\$50.00	\$500.00	\$114.00	\$1,140.00	\$30.00	\$300.00
17	D/I/Ci Fittings, Full Size with Mega-Lugs	2.0	Ton	\$8,000.00	\$16,000.00	\$4,434.75	\$8,869.50	\$2,500.00	\$5,000.00	\$5,416.00	\$10,832.00	\$6,000.00	\$12,000.00
18	Adapt and Connect to Existing Water Line as Directed	2	EA	\$2,100.00	\$4,200.00	\$2,636.00	\$5,272.00	\$5,000.00	\$10,000.00	\$1,138.00	\$2,276.00	\$2,450.00	\$4,900.00
19	Miscellaneous Utility Adjustments	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
20	Trench Safety	844	LF	\$1.00	\$844.00	\$1.30	\$1,097.20	\$1.00	\$844.00	\$4.00	\$3,376.00	\$2.00	\$1,688.00
BASE BID (ALTERNATE A)				\$106,985.00		\$117,928.55		\$125,237.00		\$117,957.00		\$133,428.00	
BASE BID (ALTERNATE B)				\$109,915.00		\$121,697.55		No Bid		\$126,687.00		\$131,228.00	

BIDS CHECKED BY:

Date: December 13, 2012

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider approval of a Master Road Repair Agreement with Carrizo Oil and Gas, Inc.

II. Originated by:

Bob Hart, City Manager

III. Summary:

This agreement was not signed in 2006, and as Bob Hart was not City Manager at that time Council authorization is required to sign and complete the agreement.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	agreement	roadagmt.pdf
----	-----------	--------------

MASTER ROAD REPAIR AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

This Road Repair Agreement, ("Agreement"), is made and entered into on this the 9th day of October, 2006 by and between the City of Kennedale, Texas ("City"), a Texas home rule municipality, and Carrizo Oil & Gas, Inc., ("OPERATOR") for the repair of certain streets and/or roadways maintained by the City of Kennedale, Texas as more fully described herein.

WHEREAS, OPERATOR is in the business of drilling gas wells and, in connection therewith, shall be engaged in gas well drilling and production activities within the City and will use a truck route or truck routes on roadways maintained by the City of Kennedale; and

WHEREAS, use of the roadways by OPERATOR for the purpose of performing the activities described hereinabove may cause damage to the roadways; and

WHEREAS, the City of Kennedale and OPERATOR, for the mutual consideration hereinafter stated, desire to enter into an Agreement for OPERATOR to temporarily repair said roadways for the duration of the term of this Agreement in consideration of OPERATOR's use of said roadways for the purpose of the activities described hereinabove.

NOW, THEREFORE, IT IS AGREED THAT:

ARTICLE 1. REPAIR OBLIGATION

1. OPERATOR agrees to repair damages, excluding ordinary wear and tear, on truck routes as identified on the approved Special Exception order and associated site plan submitted by OPERATOR, its contractors, subcontractors, employees, agents, or representatives in connection with gas well activities authorized by an approved Gas Well Permit. This obligation shall continue during the term of this Agreement and shall include any site plans, Gas Well Permits, or other associated matters approved after the date of this Agreement. Prior to the termination of this Agreement, OPERATOR shall pay for the repair of the damages to the roadways to restore them to the condition in which they existed, excluding ordinary wear and tear, on the date of execution of this Agreement. OPERATOR shall make a videotape of the roadways within one (1) mile of the drill site prior to the start of OPERATOR's drilling and operation of its gas wells. OPERATOR shall provide a copy of the videotape to the City's Department of Public Works. OPERATOR shall notify the City's Department of Public Works when gas well drilling, fracing or reworking operations are complete so that the City's Department of Public Works can determine if repairs are required. Upon inspection, City's Department of Public Works shall notify OPERATOR of what repairs, and their associated costs, if any, are required or shall notify OPERATOR that repairs are not required.

-Hle-

2. OPERATOR shall be responsible for the costs associated with the repair of roadways damaged by OPERATOR's use of the public roadways, in accordance with the provisions contained herein. Upon determination by the City of the cost to repair damage to the roadways caused by OPERATOR, City shall invoice OPERATOR for the full amount. OPERATOR agrees to remit payment in full within 30 days of the date of the invoice. City shall be responsible for contracting for the roadway repair services and, where required by State law, shall employ a competitive bidding process to ensure that the roadway repairs are performed in the most cost effective manner possible. Should payment ultimately be insufficient to fully repair the damage caused to the roadways by OPERATOR, City may invoice OPERATOR for the balance and payment shall be due within 30 days of the date thereof. Should OPERATOR fail to remit full payment to the City for all amounts invoiced within 30 days of any such invoice, City may recover against the security required pursuant to Article 4 hereof and/or pursue any remedy available to it in law or equity to ensure that the public roadways are repaired. Conversely, the City agrees to reimburse OPERATOR the balance of any funds not used in the repair of the roadways.

3. Notwithstanding the foregoing, if, in the City's sole discretion, the damage to the roadways affects the immediate health and safety of the public, the City may take immediate remedial action to repair the roads at its own expense and invoice the OPERATOR for the full amount thereafter.

4. During the term of this Agreement, OPERATOR shall periodically inspect said roadways during drilling, fracture stimulation or reworking of the gas well to determine whether or not any damage has occurred as a result of OPERATOR's activities. Within 48 hours of discovering the existence of any such damage to the roadways, OPERATOR shall notify the City's Director of Public Works of the need for repair. City shall then invoice OPERATOR in accordance with paragraph 3, above.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until all damage caused to the roadways by OPERATOR's activities have been repaired, OPERATOR has paid all invoice amounts in full and the OPERATOR has permanently discontinued the activities upon the roadways, as described hereinabove.

ARTICLE 3. BLANKET INSURANCE AND INDEMNITY

1. OPERATOR shall provide or cause to be provided insurance that meets the requirements of Section 17-246, "Oil and Gas," of the Zoning Ordinance of the City. Such insurance shall continue until the well is abandoned and the site restored.

2. OPERATOR shall and hereby does indemnify, defend and save harmless the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or

sustained by any person, persons or property on account of the operations of the OPERATOR, its agents, employees, contractors, subcontractors or representatives; or on account of any negligent act or fault of OPERATOR, its agents, employees, contractors, subcontractors or representatives in connection with the obligations of the OPERATOR under this Agreement; and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage.

ARTICLE 4. BLANKET PERFORMANCE BOND

OPERATOR shall provide or cause to be provided a security instrument in the form of a performance bond, irrevocable letter of credit or certificate of deposit that meets the requirements of Section 17-246, "Oil and Gas," of the Zoning Ordinance of the City to secure the obligation of OPERATOR to pay for the repair of damages, excluding ordinary wear and tear, to public streets, including, but not limited to, bridges.

ARTICLE 5. MISCELLANEOUS PROVISIONS

1. OPERATOR understands and agrees that OPERATOR, its employees, agents, contractors, subcontractors or representatives shall at no time represent themselves to be employees, agents, contractors, subcontractors or representatives of the City.

2. By entering into this Agreement, the City does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

ARTICLE 6. FORCE MAJEURE

The performance of this Agreement shall be subject to events of Force Majeure. Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

ARTICLE 7. ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, partially assign or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval. Notwithstanding the foregoing, the OPERATOR may assign this Agreement if the Gas Well Permit has been assigned in accordance with Section 17-246(n) of the Zoning Ordinance of the City.

ARTICLE 8. NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; to:

CITY: Office of the City Manager
City of Kennedale, Texas
405 Municipal Drive
Kennedale, Texas 76060

OPERATOR: Carrizo Oil & Gas, Inc.
1000 Louisiana Street, Suite 1500
Houston, TX 77002

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 9. MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 10. SAVINGS/SEVERABILITY

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

ARTICLE 11. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Tarrant County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Tarrant County, Texas.

ARTICLE 12. ENTIRE AGREEMENT

This Agreement and the exhibits attached thereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any

prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE 13. WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 14. CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the ____ day of _____, 20____.

CITY OF KENNEDALE, TEXAS

By: _____

ATTEST:

City Secretary

APPROVED AS TO FORM AND LEGALITY

City Attorney

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned notary public, on this day personally appeared _____ of the City of Kennedale, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said City of Kennedale, Texas.

Given under my hand and seal of office this ____ day of _____, 2006.

Notary Public

OPERATOR

[Signature]

(Name and Title)

ANDREW R. AGOSTO - VICE PRESIDENT

Texas Rail Road Commission Operator

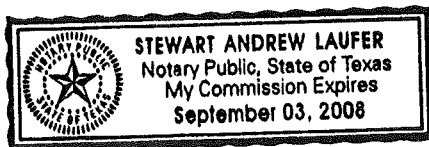
Number: 135401

CALLIZO OIL & GAS, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared Andrew R. Agosto, V.P. of OPERATOR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said OPERATOR.

Given under my hand and seal of office this 9th day of OCTOBER, 2006.



[Signature]

Notary Public

Date: December 13, 2012

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Consider approval of minutes from November 7, 2012 regular meeting.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached minutes.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	11.07.2012 CC Minutes	11.07.2012 CC Minutes.doc
----	-----------------------	---------------------------

**KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
November 7, 2012
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

I. CALL TO ORDER

Mayor Clark called the meeting to order at 5:31PM.

II. WORK SESSION

A. Presentation on the 'Rachel's Challenge' program.

Rita Whatley, Kennedale High School Principal presented information on the anti-bullying program 'Rachel's Challenge,' and asked for the Council's support. The program will be held on November 14th, 2012.

B. Discuss a petition against on-street parking on a portion of Woodlea Lane.

Bob Hart and Police Chief Williams gave background information on the issue to Council. Paula Channell approached the council with a petition against street business parking in front of her home. Johnny Morrisson, owner of Morrison's Automotive, also approached the council with a packet of information from surrounding neighbors supporting his claim that on street parking was not a problem.

C. Presentation and discussion related to an automated meter infrastructure, customer information system, and utility billing system.

Bob Hart, Sakura Dedrick, Amy Owens, and Larry Ledbetter provided information on this topic. John Cockrell and Mike Healy from the Global Water company approached the council and explained the benefits of this metering program with regard to conservation, increased quality of service, and meeting customers' expectations.

D. Governance discussion and drafting of policies.

Bob Hart suggested that at this point council discuss item D later in the agenda, after executive session, and instead discuss regular items D and E at this time.

Item XI-D regarding QuikTrip monument sign.

Item XI-E regarding monument sign maintenance agreement.

III. REGULAR SESSION

Mayor Clark called the regular session to order at 7:00PM.

IV. ROLL CALL

Present: John Clark, Brian Johnson, Liz Carrington, Frank Fernandez, Charles Overstreet, Kelly Turner.

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

VIII. VISITOR/CITIZENS FORUM

Two individuals signed up to speak during the forum.

1. Michael Chandler of 700 E Kennedale Parkway approached the Council, expressing his appreciation for the recent recycling program 'Bring It' implemented by the Keep Kennedale Beautiful Corporation.
2. Jeremiah Wunneberger, Administrative Director of the Kennedale Chamber of Commerce approached the council and announced several upcoming events, including the Ribbon Cutting at QuickTrip on November 14th, the Christmas in November event at the Fire Station on November 13, and the next monthly luncheon on November 14th.
3. A member of the Salvation Army approached the Council, asking for participating in this year' Red Kettle Campaign.

IX. REPORTS/ANNOUNCEMENTS

Mayor Clark announced that he had spoken with second graders at Delany Elementary regarding the city and a mayor, and how their jobs function.

Councilmember Johnson noted that he and Bob Hart would be presenting at the Texas Municipal League conference next week regarding council/staff relations.

Bob Hart noted that the City would be receiving an award from the Texas Municipal league at next week's conference, announced week as official 'Municipal Court Week,' and announced that the awards display case was complete.

City Attorney Wayne Olson announced that there would be a booth at the Texas Municipal League conference.

X. CONSENT ITEMS

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

- A. Consider approval of meeting minutes from September 12, 2012 and October 3, 2012 regular meetings.
- B. Consider amendments to the police department's non-consent wrecker contract.

Motion Approve the consent agenda as presented. , **Action** Approve, **Moved By** Brian Johnson, **Seconded By** Kelly Turner.
Motion Passed Unanimously

XI. REGULAR ITEMS

- A. CASE PZ # 12-05 to receive comments and consider action on a request by ASE Ice to amend Section 17-421 of the Kennedale city code by adding Ice Sales—Retail to the Schedule of Uses as a permitted use with a Conditional Use Permit (CUP) in the "C-1" Restricted Commercial, "C-2" General Commercial, and "I" Industrial zoning districts.

- A. Staff presentation
Rachel Roberts presented information on the case.
- B. Applicant presentation
Matt Arno approached the council, noting that he wanted to place an ice vending sales business in town.
- C. Public hearing
Mayor Clark opened the public hearing.

Ernest Harvey, Chair of the Planning and Zoning Commission, requested to speak. He commented that he would like Council to issue a conditional use permit
- D. Applicant response
No applicant response was necessary.
- E. Staff response
Rachel Roberts noted that this

Motion Approve CASE PZ# 12-05 as presented. , **Action** Approve, **Moved By** Brian Johnson, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

B. CASE PZ # 12-06 to receive comments and consider action on a request by ASE Ice for a Conditional Use Permit as required in Section 17-421 of the Kennedale city code to allow Ice Sales—Retail at 198 E Broadway, legal description of C A Boaz Subdivision Lot 36E, Kennedale, Tarrant County, Texas.

- A. Staff presentation
Rachel Roberts presented information on the case.
- B. Applicant presentation
Matt Arno approached the council,
- C. Public hearing
Mayor Clark opened the public hearing
No one signed up for the public hearing and it was closed.
- D. Applicant response
No applicant response was necessary.
- E. Staff response
Rachel Roberts responded to the Mayor's questions regarding this case's potential effect on a future rail stop and how it fits with the comprehensive land use plan.

Motion Approve CASE PZ# 12-06 as presented. , **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Frank Fernandez.
Motion Passed Unanimously

C. Consider CASE # PZ 11-06 to review and consider action on an ordinance amending Chapter 12, Section 12-4 and Chapter 17, Sections 17-413A, 17-414, and 17-431 of the Kennedale city code (1991), as amended, by amending regulations governing outdoor display of merchandise and amending definitions.

- A. Staff Presentation
Rachel Roberts and Bob Hart presented information on the case.
- B. Public Hearing

Mayor Clark opened the public hearing.
No one signed up to speak at the public hearing and it was closed.

C. Staff Response and Summary
Rachel Roberts responded to general questions regarding the case.

Motion Deny CASE PZ# 11-06. , **Action** Deny, **Moved By** Brian Johnson, **Seconded By** Kelly Turner.
Ayes: Brian Johnson, Liz Carrington, Charles Overstreet, Kelly Turner
Nays: Frank Fernandez
Motion Passed (4-1)

D. Consider authorizing the City Manager to execute an agreement with QuikTrip for construction of an entrance sign on Kennedale Parkway.

Bob Hart presented information on this topic to council, noting that the sign was originally planned for placement on the QT property but needed to be constructed in a different location due to utility issues.

Motion To authorize the City Manager to execute an agreement with QuikTrip for construction of an entrance sign on Kennedale Parkway. , **Action** Approve, **Moved By** Brian Johnson, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

E. Consider authorizing the City Manager to execute a contract with the Texas Department of Transportation regarding maintenance of city entrance sign within the right-of-way.

Motion To authorize the City Manager to execute a contract with the Texas Department of Transportation regarding maintenance of city entrance sign within the right-of-way. , **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Kelly Turner.
Motion Passed Unanimously

F. Consider a resolution to authorize the submission of a grant application to the Texas Department of Transportation related to the program for pedestrian improvements.

Bob Hart presented information on this item, noting that the grant requires 80/20 funding and would provide for a sidewalk on a portion of the east side of Kennedale Parkway. The city's portion would amount to approximately \$250,000 and we would have four years to complete the project. Rachel Roberts addressed council's concerns regarding the application process, master plan, and general sidewalk design.

Motion To authorize Resolution 401 as presented. , **Action** Approve, **Moved By** Brian Johnson, **Seconded By** Liz Carrington.
Motion Passed Unanimously

Council recessed into executive session at 8:45PM.

XII. EXECUTIVE SESSION

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

1. Right of way acquisition related to Link Street construction.

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

XIV. WORK SESSION, CONTINUED

Council reconvened into open session at 9:07PM.

No action pursuant to executive session was necessary.

XV. ADJOURNMENT

Motion To adjourn. , **Action** Adjourn, **Moved By** Brian Johnson, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

The meeting was adjourned at 9:10PM.

APPROVED:

Mayor John Clark

ATTEST:

Amethyst G. Cirimo, City Secretary

Date: December 13, 2012

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Authorize Mayor to execute an agreement with Global Water for utility services and capital improvement financing.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

Agreement is currently in progress and redlines are being finalized. We do not anticipate a clean copy until early next week. Will forward as soon as received.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: December 13, 2012

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Consider authorizing the City Manager to execute a Rabies Control Agreement with the City of Fort Worth.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Consider approval of the Rabies Control Agreement with Fort Worth for 2013. This is the agreement that allows us to utilize their animal shelter for strays. The only major change is a new \$50 per animal administrative fee, which will impact the yearly budget by several thousand dollars.

IV. Fiscal Impact Summary:

V. Legal Impact:

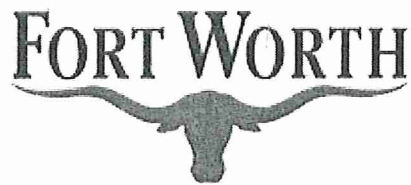
VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Animal Services Contract 2013	animal services contract 2013.pdf
2.	Rabies Control Memo 2013	animal services contract memo 2013.doc



Date: November 19, 2012

To: City of Kennedale
Police Department
Attn: Darrell Hull, Captain
401 Municipal Drive
Kennedale, Texas 76060

From: Michael Camp, Superintendent
Animal Care and Control Division
4900 Martin St.
Fort Worth, Texas 76119

RE: Interlocal Agreement for Rabies Control

Attached are three copies of the rabies control agreement for F/Y 2013. This agreement has been delayed while some decisions were made as to pricing and service changes. I apologize for the delay, but we have arrived at a decision on the changes. Due to past overcrowding issues at the animal shelter we have had to reduce services to the citizens of Fort Worth. We no longer accept owner surrender animals if the pet is healthy and just does not fit in the family any longer. We also do not provide quarantine services for our citizens. If their pet bites or scratches someone they need to quarantine the animal with a local veterinarian or facility that provides quarantine services.

Those service reductions are being levied on the contract cities after March 31, 2013 to give you time to make other arrangements, or notify your citizens. Please notice the addition of some service charges and increases of current charges.

Please sign all three copies and return them as soon as possible, but no later than December 21, 2012. Until we receive the signed documents we will continue to provide service under the previous year's agreement. If you have any questions please call me at 817-995-1297.

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

INTERLOCAL AGREEMENT FOR RABIES CONTROL

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

W I T N E S S E T H :

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the "Act"), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Kennedale wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Kennedale; and

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

NOW, THEREFORE, it is agreed as follows:

1.

PURPOSE

The purpose of this Interlocal Agreement is to enter into an agreement between the City and Kennedale whereby, subject to the terms and conditions hereinafter set forth and for the consideration specified below, City agrees to provide Kennedale with limited rabies control services in the City of Kennedale, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of Kennedale.

2.
DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL CARE AND CONTROL CENTER shall mean the facility located at 4900 Martin Street, Fort Worth, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person or other animal that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or a dog that commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC § 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

3.

TERM

The term of this Agreement is for a period of one (1) year commencing on October 1, 2012 and ending on September 30, 2013. Some services within this agreement will terminate on March 31, 2013.

4.

SERVICES BY CITY

A. Hours

City agrees to perform the services annotated in Subsection B below, for Kennedale between the hours of 9:00 a.m. and 5:00 p.m. only, Tuesday thru Saturday, excluding holidays, with no after hours service provided.

B. Rabies Response

In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, City will:

(1) From October 1, 2012 through March 31, 2013, place animals delivered to it in rabies quarantine;

(2) From October 1, 2012 through September 30, 2013, euthanize, process and ship for rabies testing animals which are presented by Kennedale to the City.

C. Impoundment of Animals

City will board animals delivered to the City's Animal Care and Control Center by Kennedale officials.

5.

DUTIES OF KENNEDALE

A. Kennedale agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Section 4 of this Agreement, including criminal enforcement.

B. Kennedale agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of animals requiring quarantine or testing under Section 4 of this Agreement, whose owners have failed or refused to place them for quarantine or testing. Kennedale further agrees that City is not required to pursue the issuance and execution of such warrants.

6.

IMPOUNDMENT, QUARANTINE AND DISPOSITION OF ANIMALS

- A. A live, stray animal impounded by the City under this Agreement shall be held for a period of not less than 72 hours unless released earlier to its owner. Until March 31, 2013 a quarantined animal shall be held or presented for testing according to the Act and the Rules. Kennedale shall notify City in writing whether Kennedale does or does not desire that the bite animal be prepared and shipped for testing. Kennedale shall provide in writing to the City the date of the bite incident and the animal's date of release from quarantine. After April 1, 2013 the city will only provide the rabies response listed in paragraph 4(B)(2).
- B. Prior to the expiration of the impoundment period, the City may destroy an impounded animal if the Superintendent of the Animal Care and Control Division or the Animal Care and Control Center's veterinarian recommends and approves such action.
- C. Impounded and/or quarantined animals will be released to their owners upon:
 - (1) Proof of identification;
 - (2) Receipt or other proof of payment to Kennedale of kenneling fees;
 - (3) Purchase of a City license tag if the animal is a dog or cat and the owner resides within the City; and
 - (4) Arranging for rabies vaccination for the animal if the animal is a dog or a cat and its vaccination is not current and the animal's owner resides within the City.
- D. The ownership of impounded animals that have not been released to their owners on the expiration of the impoundment period reverts to the City, and the animals may be placed for adoption or euthanized, at the sole discretion of the City.
- E. All quarantined animals from Kennedale not reclaimed by their owner will be euthanized, and Kennedale will be billed for the cost of quarantine, euthanization and disposal as applicable.

7.
EXCLUSIONS

- A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of the City of Kennedale as those terms are defined or used in Title 10 of the Texas Health and Safety Code.
- B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the City of Kennedale under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code.
- C. Nothing in this Agreement shall be deemed as requiring the City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.

- D. City shall not impound stray animals if Kennedale fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Texas Health and Safety Code that require animals to be restrained at all times.

8.

RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation, insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Kennedale shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Kennedale becomes necessary for the resolution of the emergency.

9.

CONSIDERATION

- A. As fair compensation for the services rendered by City to Kennedale from October 1, 2012 through September 30, 2013, Kennedale agrees to pay City for its services based on the schedule attached hereto as Attachment A, as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. City may adjust any fee listed in Attachment A during the term of this Agreement by giving Kennedale 120 days written notice.
- B. The number of boarding days, for billing purposes, will begin on the day that the animal is impounded and continue as long as the animal is held. In addition to boarding fees, a quarantine fee will be charged on all animals placed into quarantine, and an administrative fee will be charged on all animal impoundments. Euthanasia and disposal fees and head and shipment preparation fees shall be as described in Attachment A.
- C. Kennedale will not pay City more than \$ 35,000 in total, for services rendered during the term of this Agreement. This amount shall herein constitute a **not to exceed** limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide the City of Kennedale with an itemized quarterly bill. Kennedale agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Kennedale, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Kennedale for any outstanding balance, regardless of the amount, and Kennedale agrees to promptly pay such bill, within thirty (30) days of receipt.
- D. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City under subparagraph A. above shall be paid from revenues available to Kennedale in fiscal year October 2012 through September 2013.

10.
LIABILITIES

- A. To the extent permitted by law, Kennedale shall be responsible for all work-related deaths, injuries or diseases of Kennedale employees, and, for property damage, personal injury or death caused by Kennedale employees or volunteers relating to work provided pursuant to this Agreement.
- B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and, for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.
- C. Kennedale shall be responsible for all property damages, personal injuries and death arising from the use of City and Kennedale equipment and vehicles caused by Kennedale employees or volunteers pursuant to this Agreement. Furthermore, Kennedale shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by Kennedale employees or volunteers during the provision of services hereunder.
- D. City shall be responsible for all property damages, personal injuries and death arising from the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. City shall also be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

11.
IMMUNITY & THIRD PARTIES

- A. It is expressly understood and agreed that, in the execution of this Agreement, neither City nor Kennedale waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- B. Nothing in this Agreement shall be construed to benefit any third party other than an employee or officer of Kennedale or City while in the performance of this Agreement. This Agreement may not be construed to expand the liability of City or Kennedale beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code, unless specifically stated herein.

12.
TERMINATION

It is further agreed by and between City and Kennedale, that City and Kennedale shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

13.
ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

14.
MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Kennedale.

15.
SEVERABILITY

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

16.
AUTHORITY

This Agreement is made for City and Kennedale as an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code.

17.
AUTHORIZATION

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

18.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time

period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

19.

FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, the Fort Worth City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery to Kennedale of written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

20.

HOMELAND SECURITY

If the United States Department of Homeland Security issues a **Level Orange** or **Level Red Alert**, City, in its sole discretion, may terminate the Agreement immediately.

EXECUTED in triplicate this _____ day of _____, 20__, in Tarrant County, Texas.

CITY OF FORT WORTH

CITY OF KENNEDALE

Charles W. Daniels
Assistant City Manager

BY: _____
ITS: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Arthur N. Bashor
Assistant City Attorney

City Attorney

M&C _____

ATTEST:

ATTEST:

Marty Hendrix
City Secretary

City Secretary

"EXHIBIT A"
SCHEDULE OF FEES TO BE PAID BY KENNEDALE

DAILY BOARD FEE

Kenneling (per dog, cat or other small animal)	\$15.00 per day
Quarantine (per animal)	\$20.00 per day
Quarantine fee (per animal)	\$100.00

HEAD PREPARATION AND SHIPMENT

Per Animal Head	\$100.00
-----------------	----------

EUTHANIZATION AND DISPOSAL

Per animal	\$50.00
------------	---------

ADMINISTRATION FEE (per impoundment)	\$50.00
--------------------------------------	---------

November 28, 2012

To: City Manager Bob Hart
From: Chief Tommy Williams
Re: Animal Services Contract

We just received the yearly proposed Rabies Control / Animal Services Contract from the City of Fort Worth. It contains a significant increase in costs due to an administrative fee that they are instituting, effective April 1, 2013. The new fee that will be assessed to us is \$50 per impounded animal. While this was an unexpected change in the fee structure, we do not find it surprising. State regulations on animal shelters, as well as citizen demand for services, are outstripping the ability for many municipalities to provide acceptable and humane shelter services.

Unfortunately the impact of the fee will be significant on our budget. Our records indicate that we have impounded a total of 307 animals so far this year, and we are on track to impound at least 335 animals for 2012. This is an increase of better than 20% from the 278 animals picked up in 2011. Animal Services states that approximately 10% of our animals are claimed by owners, which will allow us to pass along the fee to owners who claim their animals. If our numbers remain static for 2013, the new admin fee will apply to approximately 300 animals that are not claimed by owners. This would mean an increase of \$15,000 to our animal services budget. Since there will only be a partial year's charge for the 2013 budget (April 2013 to September 2013), we can reduce that impact by 50%; however we will be over budget by approximately \$7,500.00.

In addition to the fee increase, the shelter will no longer provide quarantine services. This is a challenge for the City as most of our citizens who need quarantine services after an animal bite cannot afford to pay a veterinarian to board and quarantine an animal for the ten days that are required. We do not, and cannot afford to, have facilities to quarantine animals in the city. We are still looking for options to deal with this issue. The rest of the contract appears to be business as normal.

We will approach this issue with a two point plan of action. First, we will work to reduce the number of animals actually impounded. We may be able to reduce our impounds by referring people to the Humane Society in Fort Worth when they find abandoned animals. Second, during the April mid-year review, we will look at our actual funds expended and find where we have saved money in other line items. We will then reserve those funds to cover the extra impound costs. We would like to mitigate the extra cost to under \$5,000.

While this increase in fees is difficult to absorb during a time when our funds are limited, the cost for using Fort Worth's shelter is still a bargain compared to the cost of building and operating a shelter for the city. The only cost effective method for operating a shelter for a city our size is to try and build a cooperative venture between several entities. We have discussed the situation with Forest Hill and they are willing to participate; however we need to have at least two more cities involved to make it cost effective. For the foreseeable future we are tied to Fort Worth's shelter and will simply have to absorb the cost.

Date: December 13, 2012

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Consider naming the new street that connects Mansfield-Cardinal Road to Kennedale Parkway.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Throughout the construction process, staff has referred to this street as 'Alma Lane' based on a designation made in the historical plat. However, as the new road is in direct physical alignment with Meadowview Drive (in the Brookstone Subdivision), staff is recommending that this new road officially be named accordingly. Treating the new road as an extension of Meadowview Drive will allow for increased ease of location description for public safety, residents, and visitors alike.

Staff recommends approval of naming this road as a continuation of 'Meadowview Drive.'

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: December 13, 2012

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

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

II. Originated by:

III. Summary:

Executive session if necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments: