

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING | FEBRUARY 15, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

MEMBERS OF THE PUBLIC MAY JOIN IN PERSON OR
ACCESS A LIVE FEED AT WWW.CITYOFKENNEDEALE.COM/VIDEOS
THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT

I. CALL TO ORDER

To address the City Council regarding an agenda 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.

A. ROLL CALL

II. WORK SESSION

A. WORK SESSION REPORTS

1. Discuss and consider offering staff direction regarding various requested amendments to the UDC, including but not limited to maximum densities, lot dimensions, and parking requirements related to the TownHome (TH) and Multi-family (MF) zoning categories
2. Review and discuss development impact fees

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

III. EXECUTIVE SESSION

The City Council reserves the right to meet in Executive 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. City Manager
 2. Solid Waste Contract
 3. Open Meetings Act, Public Information Act, Conflicts of Interest, and Platting Laws
- 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. City Manager

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

V. REGULAR SESSION

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

B. VISITOR AND CITIZEN FORUM

At this time, any person may address the Council about items not on the agenda. Rules and procedures for addressing the Council are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Council considers that item.

C. 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 Interim City Manager
4. Financial Reports for the City
5. Police Department Swearing-In Ceremony
6. Fire Department Swearing-In Ceremony

D. CONSENT AGENDA

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

1. Approval of the minutes from the January 18, 2022 regular meeting
2. Approval of the minutes from the January 24, 2022 special meeting
3. Receive the 2021 Racial Profiling Report from the Police Department
4. Approval of purchase order for radios and related equipment for Kennedale Fire Department in the amount of \$49,553.00, of which \$48,005.10 will be grant-funded

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Approval of an Interlocal Agreement (ILA) with the City of Everman for rabies control and the shared use of the City of Everman Animal Shelter
2. Approval of a rate adjustment to the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services, and approval of an amendment to solid waste agreement regarding same

F. PUBLIC HEARINGS

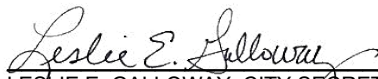
1. **CASE #PZ 22-07** — Conduct a public hearing and consider an Ordinance regarding a request by H. Nemat for rezoning from R3 Single-Family Residential to R4 Single-Family Residential for approximately 2.74 acres located at 1200, 1220, and 1224 Mansfield Cardinal Road, in the B. Jopling Survey, Abstract 880 and the J. Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas

2. **CASE #PZ 22-08** — Conduct a public hearing to receive public comments and consider approval of a request by Vaquero Kennedale Partners, LP for a replat of approximately 4.735 acres at 5314 Kennedale Sublett Rd, being a replat of Vaquero Coker Addition Block 1 Lot 1R, Kennedale, Tarrant County, to create Vaquero Coker Addition Lots 1R-1, 3, 4 & 5
3. **CASE #PZ 22-09** — Conduct a public hearing to receive public comments and consider approval of a request by Data Point Surveying & Mapping for a replat of approximately 0.597 acres at 124 & 130 West 5th Street, being a replat of Original Town of Kennedale Block 43 Lots 1 through 4, Kennedale, Tarrant County, to create Old Town Kennedale Lots 6R & 7R

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE FEBRUARY 15, 2022 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, 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.

POSTED _____ (DATE) _____ (TIME)

MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

Discuss and consider offering staff direction regarding various requested amendments to the UDC, including but not limited to maximum densities, lot dimensions, and parking requirements related to the TownHome (TH) and Multi-family (MF) zoning categories

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

This item was requested by Mayor Pro Tem Joplin. During the last meeting during a discussion regarding the lack of any maximum density regulations for TownHome (TH) zoning. Additionally, there are not clear regulations for lot dimensions, setbacks, or parking spaces required. Any text amendment to the Unified Development Code would require a public hearing before the Planning and Zoning (P&Z) Commission as well as the City Council. Any such hearing would require that the caption of the Ordinance to be considered be published in the newspaper of record no fewer than eleven (11) days before the hearing before P&Z and a minimum of sixteen (16) days before the hearing by Council. Council discussion of proposed amendments is appreciated. Following input by Council during this meeting, staff would propose allowing for a survey of comparable as well as nearby cities regarding what their policies and regulations are surrounding any proposed changes. This information could then be presented to Council for consideration and further discussion before the drafting of any ordinance to amend.

Council discussion is appreciated at this time. However, staff respectfully recommends delaying any formal action until a Director of Community Development is in place.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

Review and discuss development impact fees

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

This item was requested by Mayor Pro Tem Joplin.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

Solid Waste Contract

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

Open Meetings Act, Public Information Act, Conflicts of Interest, and Platting Laws

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.1.

SUBJECT

Updates from the City Council

ORIGINATED BY

SUMMARY

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

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.2.

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

Updates and/or Proclamations from Mayor Linda Rhodes, if any.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.3.

SUBJECT

Updates from the Interim City Manager

ORIGINATED BY

SUMMARY

Updates and information from Interim City Manager Leslie Galloway, if any.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.4.

SUBJECT

Financial Reports for the City

ORIGINATED BY

Debby Scott, Interim Finance Director

SUMMARY

The financial reports for the preceding month(s) are attached for Council's review.

RECOMMENDATION

ATTACHMENTS

1.	2022_01_ Monthly Financials	2022_01_ Monthly Financials.pdf
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**Revenues & Expenditures - Budget & Actual Summary
FOR THE MONTH ENDED JANUARY 31, 2022**

GENERAL FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 8,002,160	\$ -	\$ 5,007,463	62.6%

GENERAL FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 8,901,590	\$ -	\$ 2,736,975	30.7%

STREETS FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 917,506	\$ -	\$ 255,295	27.8%

STREETS FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 1,154,766	\$ -	\$ 262,702	22.7%

WATER/SEWER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,521,797	\$ -	\$ 1,502,964	33.2%

WATER/SEWER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,377,462	\$ -	\$ 1,124,933	25.7%

STORMWATER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 266,175	\$ -	\$ 88,969	33.4%

STORMWATER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 229,343	\$ -	\$ 7,046	3.1%

GENERAL FUND
FOR THE MONTH ENDED JANUARY 31, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

33.3%

CURRENT FISCAL YEAR										PRIOR FISCAL YEAR				
BUDGET			ACTUAL			PROJECTED		BUDGET		FY ACTUAL		FY 2020-2021		
FY 2021-2022			M-T-D	Y-T-D	Y-T-D	FY 2021-2022		FY 2020-2021		FY 2020-2021		FY 2020-2021		
Adopted Budget	Amended Budget		Jan-22	Jan-22	% Budget	Jan-22	% Budget	Original Budget	Amended Budget	M-T-D JAN-21	Y-T-D JAN-21	Y-T-D % Budget		
REVENUES														
Property Taxes	\$ 4,813,480		\$ 1,085,915	\$ 4,237,963	88.0%	\$ 1,604,493	33.3%	\$ 4,629,418	\$ 4,808,157	\$ 981,303	\$ 4,128,516	85.9%		
Sales / Beverage Tax	1,824,643		138,193	279,645	15.3%	608,214	33.3%	1,438,404	1,580,632	147,719	293,040	18.5%		
Grants / Contributions	46,000		-	500	1.1%	15,333	33.3%	65,000	65,000	-	42,747	65.8%		
Licenses / Permits	192,680		24,893	162,673	84.4%	64,227	33.3%	191,605	282,485	68,588	94,265	33.4%		
Fines / Fees	71,604		7,176	35,520	49.6%	23,868	33.3%	106,718	63,718	5,042	15,607	24.5%		
Charge for Services	247,401		26,985	83,844	33.9%	82,467	33.3%	205,500	205,500	15,690	70,798	34.5%		
Investment Earnings	1,500		148	387	25.8%	500	33.3%	24,017	12,000	276	862	7.2%		
Miscellaneous Income	25,135		131	2,197	8.7%	8,378	33.3%	5,250	5,250	2,552	4,182	79.7%		
Intergovernmental	778,217		59,273	204,094	26.2%	259,406	33.3%	647,243	647,243	39,341	157,421	24.3%		
Surplus / Sales Rentals	1,500		250	640	42.7%	500	33.3%	1,500	1,500	-	-	0.0%		
Total Revenues	\$ 8,002,160	\$ -	\$ 1,342,964	\$ 5,007,463	62.6%	\$ 2,667,387	33.3%	\$ 7,314,655	\$ 7,671,485	\$ 1,260,511	\$ 4,807,438	62.7%		
EXPENDITURES														
City Manager	\$ 298,728		\$ 15,869	\$ 66,352	22.2%	\$ 99,576	33.3%	\$ 316,473	\$ 321,424	\$ 23,296	\$ 93,892	29.2%		
Mayor and City Council	173,025		9,607	56,630	32.7%	57,675	33.3%	140,525	140,525	10,643	14,207	10.1%		
City Secretary	187,082		1,475	20,249	10.8%	62,361	33.3%	175,454	183,777	7,775	43,941	23.9%		
Municipal Court	106,204		8,543	37,266	35.1%	35,401	33.3%	98,215	103,477	6,902	29,523	28.5%		
Human Resources	141,526		15,056	45,114	31.9%	47,175	33.3%	125,229	135,211	8,756	35,646	26.4%		
Finance	484,149		52,366	158,418	32.7%	161,383	33.3%	438,148	464,564	61,900	154,874	33.3%		
Police	3,125,084		278,699	975,807	31.2%	1,041,695	33.3%	2,660,845	2,988,696	246,871	884,432	29.6%		
Police SRO	212,749		14,337	57,223	26.9%	70,916	33.3%	178,016	208,698	11,787	50,591	24.2%		
Fire	2,649,247		193,263	764,565	28.9%	883,082	33.3%	2,208,977	2,492,360	144,887	598,235	24.0%		
Community Development	438,900		22,890	127,885	29.1%	146,300	33.3%	387,924	412,959	34,197	115,820	28.0%		
Senior Citizen Center	48,316		650	7,528	15.6%	16,105	33.3%	38,376	88,376	626	4,003	4.5%		
Library	299,681		13,775	78,201	26.1%	99,894	33.3%	275,755	293,925	15,869	72,926	24.8%		
Non-Departmental	736,900		87,515	341,737	46.4%	245,633	33.3%	580,159	580,159	17,250	397,130	68.5%		
Total Expenditures	\$ 8,901,590	\$ -	\$ 714,045	\$ 2,736,975	30.7%	\$ 2,967,197	33.3%	\$ 7,624,096	\$ 8,414,151	\$ 590,759	\$ 2,495,220	29.7%		
Total Revenues Over (Under) Exp	\$ (899,430)	\$ -	\$ 628,919	\$ 2,270,488		\$ (299,810)		\$ (309,441)	\$ (742,666)	\$ 669,752	\$ 2,312,218			
Other Financing Sources (Uses):														
Non-cash Transactions:														
Capital lease proceeds														
Capital expenditures														
Transfers In (Out):														
Net Change in Fund Balance	\$ (899,430)	\$ -		\$ 2,270,488				\$ (309,441)	\$ (742,666)					
Total Unassigned Fund Balance - BOY	1,890,124			1,890,124				940,257	2,453,218					
Ending Fund Balance Sept. 30	\$ 990,694	\$ -		\$ 4,160,612				\$ 630,816	\$ 1,710,552					
Less: Commitments for Specific Use				-										
Less: Assigned for Specific Use				-				-						
Ending Fund Balance - Unassigned	\$ 990,694	\$ -		\$ 4,160,612				\$ 630,816	\$ 1,710,552					
AVERAGE DAILY EXPENDITURES	24,388	-		7,499				20,888	23,052					
NUMBER OF DAYS IN RESERVE	41			555				30	74					
FUND BALANCE AS A % OF EXPENDITURES	11.1%			152.0%				8.3%	20.3%					

STREETS FUND
FOR THE MONTH ENDED JANUARY 31, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

33.3%

	CURRENT FISCAL YEAR						PRIOR FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL			
	FY 2021-2022		M-T-D	Y-T-D	Y-T-D	FY 2021-2022		FY 2020-2021		FY 2020-2021			
	Original Budget	Amended Budget			%		%	Original Budget	Amended Budget	M-T-D	Y-T-D	Y-T-D	
			Jan-22	Jan-22	Budget	Jan-22	Budget			JAN-21	JAN-21	% Budget	
REVENUES													
Frachise Fees Telephone	\$	18,558		\$ 258	\$ 858	4.6%	\$ 6,186	33.3%	\$ 36,256	\$ 36,256	\$ 208	\$ 808	2%
Frachise Fees Garbage		68,607		10,574	18,224	26.6%	22,869	33.3%	68,607	68,607	4,393	10,652	16%
Franchise Fees Gas		63,767		-	-	0.0%	21,256	33.3%	64,469	64,469		-	0%
Franchise Fees Electricity		312,427		-	79,462	25.4%	104,142	33.3%	312,427	312,427	-	72,300	23%
Franchise Fees Cable		41,000		-	-	0.0%	13,667	33.3%	53,906	53,906	-	-	0%
Franchise Fees Water Sew		390,084		32,507	130,028	33.3%	130,028	33.3%	311,312	311,312	25,943	103,771	33%
Investment Income		110		3	12	11.3%	37	33.3%	6,930	6,930	11	65	1%
TexDot Connecting Kennedale													
Misc. Income				-	26,211						-	310	
Admin Charge - Stormwater		19,995		-	-	0.0%	6,665	33.3%	19,995	19,995			0%
Park Pavilion Rental		2,908		-	500	17.2%	969	33.3%	3,663	3,663	-	-	0%
Ballfield Rental		50		-	-	0.0%	17	33.3%	50	50			
Sale of Parts/Assets				-	-		-				-	3,840	
Transfer In Park Dedication							-						
Transfer In TIF Fund							-						
Transfer In Donation Fund							-						
Total Revenues	\$	917,506	\$	-	-	27.8%	\$ 305,835	33.3%	\$ 877,615	\$ 877,615	\$ 30,555	\$ 191,746	22%
EXPENDITURES													
Street Maintenance	\$	997,624		\$ 53,472	\$ 235,020	23.6%	\$ 332,541.33	33.3%	\$ 868,448	\$ 915,994	\$ 47,053	\$ 234,678	26%
Park Maintenance		120,000		4,800	15,301	12.8%	40,000	33.3%	122,920	122,920	1,686	14,013	11%
Capital Projects		37,142		12,381	12,381	33.3%	12,380.67	33.3%	24,302	24,302	-	-	
Total Expenditures	\$	1,154,766	\$	-	-	22.7%	\$ 384,922	33.3%	\$ 1,015,670	\$ 1,063,216	\$ 48,739	\$ 248,691	23%
Total Revenues Over (Under) Exp	\$	(237,260)	\$	-	-		\$ (79,087)		\$ (138,055)	\$ (185,601)	\$ (18,184)	\$ (56,945)	
Other Funding Sources (Uses):													
Non-Cash Transactions:													
Capital Lease Proceeds		-											
Capital Expenditures		-											
Transfers In (Out):													
Debt Service Payments		-											
Net Change in Fund Balance	\$	(237,260)	\$	-	-	\$ (7,406)			\$ (138,055)	\$ (185,601)			
Total Unassigned Fund Balance - BOY		200,978			200,978				341,246	386,646			
Ending Fund Balance Sept. 30	\$	(36,282)	\$	-	-	\$ 193,572			\$ 203,191	\$ 201,045			
Less: Commitments for Specific Use					-								
Less: Assigned for Specific Use					-								
Ending Fund Balance - Unassigned	\$	(36,282)	\$	-	-	\$ 193,572			\$ 203,191	\$ 201,045			
AVERAGE DAILY EXPENDITURES		3,263		-	-	189			2,226	2,362			
NUMBER OF DAYS IN RESERVE		(11)			1,022				91	85			
FUND BALANCE AS A % OF EXPENDITURES		-3.1%			73.7%				20.0%	18.9%			

WATER & SEWER FUND
FOR THE MONTH ENDED JANUARY 31, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

33.3%

	CURRENT FISCAL YEAR						PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED	FY ACTUAL				
	FY 2021-2022		M-T-D	Y-T-D	Y-T-D		FY 2020-2021		FY 2020-2021		
	Original Budget	Amended Budget	Jan-22	Jan-22	% Budget	Jan-22	Original Budget	Amended Budget	M-T-D JAN-21	Y-T-D JAN-21	Y-T-D % Budget
REVENUES											
Water Service	\$ 2,239,404		\$ 162,720	\$ 806,132	36.0%	\$ 746,468	\$ 2,128,290	\$ 2,128,290	\$ 169,860	\$ 721,349	34%
Sewer Service	1,700,194		130,235	534,345	31.4%	566,731.33	1,700,194	1,700,194	130,466	548,643	32%
Sewer Surcharge			-	-			2,705	2,705	-	-	
Penalties			-	-			13,231	13,231	-	-	
Administrative Fees			-	-			3,762	3,762	60	459	12%
Water Tap Fees	4,000		-	-		1,333.33	2,856	2,856	-	4,000	
Meter Purchase / Install	3,645		364	9,227	253.1%	1,215.00	3,645	3,645	6,471	9,505	
Sewer Tap Fees	1,768		-	-		589.33	1,768	1,768	-	-	
Engineer Review Fees	6,120		-	4,263	69.7%	2,040.00	6,120	6,120	1,000	2,000	
Sanitation Billing Fees	15,507		3,025	4,539		5,169.00	15,507	15,507	-	1,432	
Other Fees Water / Sewer	1,984		-	-		661.33	1,984	1,984	75	75	
Sales Tax	139		12	47	33.8%	46.33	139	139	12	46	33%
Arlington Operator Cost	354,500		30,877	81,490		118,166.67	354,500	354,500	44,451	44,451	
Investment Income	1,100		113	413	37.5%	366.67	19,179	19,179	137	699	4%
Miscellaneous Income	4,911		-	-		1,637.00	4,911	4,911	-	100	
Cash Over/Under			-	-							
Equipment Sale Gain (Loss)			-	-					-	-	
Sale of Parts/Assets	1,000		-	-		333.33	1,000	1,000	-	-	
Transfer In - Water Impact Fund			-	-					-	-	
Transfer In - Sewer Impact Fund	60,000		5,000	20,000	33.3%	20,000			-	-	
Transfer In - Roadway Impact Fund	127,525		10,627	42,508	33.3%	42,508	187,525	187,525	15,627	62,508	33%
Total Revenues	\$ 4,521,797	\$ -	\$ 342,973	\$ 1,502,964	33.2%	\$ 1,507,266	\$ 4,447,316	\$ 4,447,316	\$ 368,159	\$ 1,395,267	31%
EXPENDITURES											
Utility Billing	\$ 1,343,331		\$ 41,737	\$ 293,526	21.9%	\$ 447,777	\$ 1,460,295	\$ 1,460,295	\$ 16,349	\$ 271,419	19%
Operations	1,388,069		88,460	528,606	38.1%	462,689.67	1,375,369	1,377,223	87,734	622,364	45%
Debt Service	295,216		-	-	0.0%	98,405.33	358,559	358,559	-	-	0%
Capital Projects	483,000		941	2,805	0.6%	161,000	600,000	600,000	-	6,210	
Non-Departmental	867,846		70,638	299,996	34.6%	289,282	710,477	710,477	57,077	249,001	35%
Total Expenditures	\$ 4,377,462	\$ -	\$ 201,776	\$ 1,124,933	25.7%	1,459,154	\$ 4,504,700	\$ 4,506,554	\$ 161,160	\$ 1,148,994	25%
Total Revenues Over (Under) Exp	\$ 144,335	\$ -	\$ 141,197	\$ 378,031		\$ 48,112	\$ (57,384)	\$ (59,238)	\$ 206,999	\$ 246,273	
Other Funding Sources (Uses):											
Debt Service - Bond Payments											
Non-Cash Transactions:											
Capital Lease Proceeds											
Capital expenditures											
Net Change in Fund Balance	\$ 144,335	\$ -		\$ 378,031			\$ (57,384)	\$ (59,238)			
Total Unrestricted Fund Balance - BOY	3,545,736			3,545,736			2,076,297	2,946,002			
Total Fund Balance - EOY	\$ 3,690,071	\$ -		\$ 3,923,767			\$ 2,018,913	\$ 2,886,764			
Less: Commitments for Specific Use				-							
Less: Assigned for Specific Use				-			-				
Ending Fund Balance - Unrestricted	\$ 3,690,071	\$ -		\$ 3,923,767			\$ 2,018,913	\$ 2,886,764			
AVERAGE DAILY EXPENDITURES	11,993	-		3,082			157	162			
NUMBER OF DAYS IN RESERVE	308			1,273			12,842	17,787			
FUND BALANCE AS A % OF EXPENDITURES	84.3%			348.8%			44.8%	64.1%			

STORMWATER FUND
FOR THE MONTH ENDED JANUARY 31, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

33.3%

	CURRENT FISCAL YEAR					
	BUDGET		ACTUAL			FY PROJECTED
	FY 2021-2022		M-T-D	Y-T-D	Y-T-D	FY 2021-2022
	Original Budget	Amended Budget	Jan-22	Jan-22	% Budget	Jan-22 % Budget
REVENUES						
Penalties	\$ -					\$ -
Grant Revenue						
Drainage Fees	266,000		22,341	88,919	33.4%	88,667 33.3%
Investment Income	175		14	50	28.3%	58 33.3%
Miscellaneous Income						
Total Revenues	\$ 266,175	\$ -	\$ 22,355	\$ 88,969	33.4%	\$ 88,725 33.3%
EXPENDITURES						
Stormwater Utility	229,343		\$ 1,338	\$ 7,046	3.1%	\$ 76,448 33.3%
Total Expenditures	\$ 229,343	\$ -	\$ 1,338	\$ 7,046	3.1%	\$ 76,448 33.3%
Total Revenues Over (Under) Exp	\$ 36,832	\$ -	\$ 21,017	\$ 81,923		\$ 12,277
Other Financing Sources (Uses):						
Capital Grant Contributions	-	-	-	-		
Net Change in Fund Balance	\$ 36,832	\$ -		\$ 81,923		
Total Unrestricted Fund Balance - BOY	381,259			381,259		
Total Fund Balance - EOY	\$ 418,091	\$ -		\$ 463,182		
Less: Commitments for Specific Use	-	-		-		-
Ending Fund Balance - Unrestricted	\$ 418,091	\$ -		\$ 463,182		

PRIOR FISCAL YEAR					
BUDGET		FY ACTUAL			
FY 2020-2021		FY 2020-2021			
Original Budget	Final Budget	M-T-D JAN-21	Y-T-D JAN-21	Y-T-D % Budget	
\$ 1,200	\$ 1,200	\$ -	\$ -		
			-		
320,952	320,952	22,200	88,526	27.6%	
1,000	1,000	20	106	10.6%	
\$ 323,152	\$ 323,152	\$ 22,220	\$ 88,632	27%	
561,929	\$ 565,644	\$ 3,443	\$ 32,016	5.7%	
\$ 561,929	\$ 565,644	\$ 3,443	\$ 32,016	6%	
\$ (238,777)	\$ (242,492)	\$ 18,777	\$ 56,616		
-	-	-	-		
\$ (238,777)	\$ (242,492)				
\$ (151,838)	\$ 287,257				
\$ (390,615)	\$ 44,765				
-	-				
\$ (390,615)	\$ 44,765				

**OTHER FUNDS: MONTHLY FINANCIALS
FOR THE MONTH ENDED JANUARY 31, 2022**

		BUDGET					Y-T-D ACTUAL						
FUND	FUND NAME	Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year	Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
DEBT SERVICE FUND													
2	Debt Service Fund	\$ 1,727,705	\$ 1,668,763	\$ 58,942	\$ 601,112	\$ 660,054	\$ 1,412,468	82%	\$ 815,947	49%	\$ 596,521	\$ 601,112	\$ 1,197,633
OTHER GENERAL FUNDS													
5	Capital Replacement Fund	\$ 234,703	\$ 219,663	\$ 15,040	\$ 29,055	\$ 44,095	\$ 75,965	32%	\$ 60,137	27%	\$ 15,828	\$ 29,055	\$ 44,883
12	Court Security Fund	2,115	-	2,115	25,344	27,459	913	43%	-	0%	913	25,344	26,257
16	Court Technology Fund	1,210	875	335	14,049	14,384	791	65%	-	0%	791	14,049	14,840
18	Juvenile Case Manager Fund	1,205	-	1,205	9,894	11,099	166	14%	-	0%	166	9,894	10,060
21	TIF 1 (New Hope Rd) Fund	192,748	-	192,748	(231,673)	(38,925)	59	0%	-	0%	59	(231,673)	(231,614)
34	Leose Fund	1,740	1,650	90	2,102	2,192	0	0%	-	0%	0	2,102	2,102
83	Tree Reforestation Fund	30	-	30	71,053	71,083	8	28%	-	0%	8	71,053	71,061
		\$ 433,751	\$ 222,188	\$ 211,563	\$ (80,176)	\$ 131,387	\$ 77,903		\$ 60,137		\$ 17,766	\$ (80,176)	\$ (62,410)
CAPITAL FUNDS													
4	Capital Projects Fund	\$ 120,060	\$ 106,501	\$ 13,559	\$ 118,161	\$ 131,720	\$ 38,100	32%	\$ -	0%	\$ 38,100	\$ 118,161	\$ 156,261
13	Capital Bond Fund	1,235	-	1,235	8,211,684	8,212,919	6,016,190	487141%	40,671		5,975,519	8,211,684	\$ 14,187,203
14	Park Dedication Fund	375	170	205	314,310	314,515	31,429	8381%	125	74%	31,304	314,310	\$ 345,614
32	Library Building Fund	110	-	110	(2,282)	(2,172)	35	32%	-	0%	35	(2,282)	\$ (2,247)
45	Roadway Impact Fee Fund	12,130	137,525	(125,395)	678,058	552,663	66,568	549%	42,508	31%	24,060	678,058	\$ 702,118
61	Water Impact Fee Fund	52,660	-	52,660	37,946	90,606	34,147	65%	-	0%	34,147	37,946	72,093
62	Sewer Impact Fee Fund	16,948	60,000	(43,052)	162,506	119,454	43,225	255%	20,000	33%	23,225	162,506	185,731
		\$ 203,518	\$ 304,196	\$ (100,678)	\$ 9,520,383	\$ 9,419,705	\$ 6,229,693		\$ 103,304		\$ 6,013,618	\$ 8,329,845	\$ 14,343,463
EDC 4B FUNDS													
15	EDC 4B Fund	\$ 800,048	\$ 625,073	\$ 174,975	\$ 1,061,839	\$ 1,236,814	\$ 196,304	25%	\$ 132,627	21%	\$ 63,677	\$ 1,061,839	\$ 1,125,516
		\$ 800,048	\$ 625,073	\$ 174,975	\$ 1,061,839	\$ 1,236,814	\$ 196,304		\$ 132,627		\$ 63,677	\$ 1,061,839	\$ 1,125,516
SPECIAL REVENUE FUNDS													
30	Hotel/Motel Tax Fund	\$ 11,006	\$ -	\$ 11,006	\$ 24,011	\$ 35,017	\$ 3,975		\$ -		\$ 3,975	\$ 24,011	\$ 27,986
35	Disaster Recovery Fund	-	-	\$ -	717	\$ 717	-		-		\$ -	\$ -	\$ -
		11,006	-	11,006	24,728	35,734	3,975		-		3,975		\$ 27,986
													PAGE 6

MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.1.

SUBJECT

Approval of the minutes from the January 18, 2022 regular meeting

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

Please see the attached minutes for your consideration.

RECOMMENDATION

ATTACHMENTS

1.	2022_01.18 Minutes_City Council Regular Meeting DRAFT	2022_01.18 Minutes_City Council Regular Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | JANUARY 18, 2022 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:31 p.m., noting that there was a virtual access option but no option for public comment for those watching remotely.

A. ROLL CALL

PRESENT: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; James Connor, Place 5; Place 3 was vacant when this meeting was called to order. Kenneth Michels was appointed by the Council to Place 3 immediately following "Roll Call". Mr. Michels then took his place on the dais and participated throughout the entirety of the Work Session and the Regular Session, **ABSENT:** Austin Degenhart, Place 4; **STAFF:** Interim City Manager Leslie E. Galloway, Director of Human Resources and Administrative Services Caroline Green, Fire Chief James Brown, Police Chief Darrell Hull, Public Works Director Joe Walsh, Administrative Assistant Rosie Ericson, Interim Finance Director Debby Scott, City Attorney Drew Larkin; **CONSULTANTS:** Chance LeBlanc of Dunaway

Following the Roll Call, but before beginning the Work Session, Mayor Rhodes noted that, during the last meeting, Council directed staff to move forward with the appointment process for Mr. Kenneth Michels to Place 3, pending a meeting with Councilmember Degenhart. Mayor Rhodes noted that Mr. Degenhart was not present, but had indicated to her his support of Council's appointment of Mr. Michels. At this time, the Council considered item V.E.1. out of agenda order.

Motion Approve. Action Approve the appointment of Kenneth Michels to City Council Place 3, Moved By Mayor Pro Tem Joplin, Seconded By Connor. Motion passed unanimously.

Interim City Manager Leslie Galloway swore in Mr. Kenneth Michels to City Council Place 3, after which he took his place on the dais. Mr. Michels announced that he became involved with the City following the water rate increase and has since been appointed to the Parks Board, Keep Kennedale Beautiful (KKB), and the Utility and Infrastructure Board (UIB). He added that he felt prepared to make the best decisions for this City because he had lived in Kennedale for 45 years.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion of potential General Obligation (GO) Bond proposal

Mayor Rhodes noted that this item was requested by Councilmember Connor, but that she felt it was somewhat premature to have this discussion due to the lack of key staff members.

Interim City Manager Leslie Galloway stated that the most recent comprehensive list of identified capital projects was included in the packet, but that costs have increased since last presented in March 2020.

Councilmember Connor stated that this list was presented originally in 2018 but since that time it had not been discussed, adding that parks and streets need attention.

There was some discussion of the proposed railroad themed park on North Road, the possibility of a General Obligation (GO) Bond proposal in May 2023, the proposed public safety facility, Council's desire to have a publicly accessible prioritized list, the departure of the KYA program, and the potential of EDC helping to fund parks and/or streets projects. Following this discussion, it was the consensus of the Council that the priority should first be on being fully staffed before more fully discussing these projects and their prioritization.

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

There was no discussion at this time.

III. EXECUTIVE SESSION

Mayor Rhodes announced that the Council would now recess to Executive, pursuant to 551.071 and 551.074, noting that 551.071 covers any items listed on the agenda, if so needed. The Council adjourned to Executive from 5:52 to 6:55 p.m.

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. City Manager
2. CASE #PZ 22-01

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. City Manager
2. Interim City Manager review

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

There was neither discussion nor action at this time.

V. REGULAR SESSION

Mayor Rhodes reconvened the meeting at 6:55 p.m., noting that the Council would reconvene into a second Executive Session later in the meeting.

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

Councilmember Mitchell offered the invocation.

B. VISITOR AND CITIZEN FORUM

- Derek Hall, 6744 Oak Crest Drive W, stated that he had not received notices of recent P&Z cases because Tarrant Appraisal District (TAD) had his address wrong; and spoke about code enforcement concerns surrounding current and recent P&Z cases.

C. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council

- James Connor, Place 5, apologized for being “out of order” during the last meeting.
- Austin Degenhart, Place 4, was absent.
- Mayor Pro Tem Joplin, Place 1, thanked the audience for attending; thanked board and commission members for service, noting that anyone could apply online; announced her goals including updating the Comprehensive and Master Plans, creating a plan for financing infrastructure needs, a strategic plan to work with our businesses, engaging the EDC to get help with our parks, and meeting with Arlington for an update about the water; announced that she was disappointed the Council was not able to hire Brooks Williams, that they were beginning a new search for a City Manager and that there were three director positions vacant; and thanked staff for going above and beyond daily.
- Gary Mitchell, Place 2, thanked the audience for attending; thanked staff for all that they do; announced that the May elections ballot would include Places 2 and 4, and the Mayor.
- Kenneth Michels, Place 3, had no announcements at this time.

2. Updates from the Mayor

Mayor Linda Rhodes announced that she was working with staff and the Parks Board to plan a celebration of the City’s 75th anniversary of incorporation this summer; and that the Council had engaged SGR for the new search for a City Manager.

3. Updates from the Interim City Manager

Interim City Manager Leslie Galloway announced that funding was approved for the Safe Routes to School (SRTS) program, which is expected to break ground next year; that Debby Scott was serving as Interim Finance Director; that interviews for Community Development would begin next month, with the Library Director and Finance Director positions still being open for applications; and announced several upcoming community events.

4. Police Department Swearing-In Ceremony

This item was postponed.

5. Financial Reports for the City

There was no discussion at this time.

6. Schedule of Investment Activity for quarter ending December 31, 2021

There was no discussion at this time.

D. CONSENT AGENDA

1. Approval of the minutes from the November 15, 2021 special meeting
2. Approval of the minutes from the November 16, 2021 regular meeting
3. Approval of the minutes from the November 22, 2021 special meeting
4. Approval of the minutes from the December 2, 2021 special meeting
5. Approval of the minutes from the December 7, 2021 special meeting

6. Approval of the minutes from the December 14, 2021 special meeting
7. Approval of the minutes from the January 3, 2022 special meeting
8. Approval of a Resolution calling the General Election for Saturday, May 7, 2022
9. Authorize the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Administrative Cost Funding for Section 5310 Program
10. Approval of an Interlocal Agreement (ILA) with the City of Everman for rabies control and the shared use of the City of Everman Animal Shelter
11. Approval of a Resolution authorizing an application requesting financial assistance from the Texas Water Development Board (TWDB) for the construction, acquisition, and equipping of City drainage improvements, and making certain findings in connection therewith

Motion Approve. **Action** Approve the removal of items 10 and 11 from Consent, **Moved By** Connor, **Seconded By** Mitchell. **Motion passed unanimously.**

Motion Approve. **Action** Approve the Consent Agenda items 1-9, **Moved By** Connor, **Seconded By** Mitchell. **Motion passed 3-0-1**, with Michels abstaining.

Regarding Item 10, City Attorney Drew Larkin stated that he would propose some clarifying changes before approval by the Council. Councilmember Connor stated his desire for the removal of any allowance for euthanization of impounded animals.

Motion Deny. **Action** Deny, pending updated language, an Interlocal Agreement (ILA) with the City of Everman for rabies control and the shared use of the City of Everman Animal Shelter, **Moved By** Connor, **Seconded By** Mayor Pro Tem Joplin. **Motion passed unanimously.**

Regarding Item 11, there was some discussion of there no longer being a need to engage Bond Counsel on this project. Mayor Rhodes noted the need to add Kenneth Michels' name to page four.

Motion Approve. **Action** Approve, with the removal of the reference to Bond Counsel and the addition of Mr. Michels' name, a Resolution authorizing an application requesting financial assistance from the Texas Water Development Board (TWDB) for the construction, acquisition, and equipping of City drainage improvements, and making certain findings in connection therewith, **Moved By** Mitchell, **Seconded By** Connor. **Motion passed unanimously.**

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider making an appointment to fill the vacancy in Place 3 following the resignation of Councilmember Julie Jacobson; or, if the Council should choose to delay appointment, further direct staff regarding the desired process for identifying a candidate
THIS ITEM WAS TAKEN OUT OF ORDER. IT WAS CONSIDERED BY COUNCIL IMMEDIATELY FOLLOWING "CALL TO ORDER" BUT BEFORE THE WORK SESSION.
2. Consider approval of an engagement letter with McCall, Parkhurst & Horton, the City's Bond Counsel, for assistance with the application for financial assistance from the Texas Water Development Board (TWDB)

Interim City Manager Leslie E. Galloway stated that this item was no longer necessary since the City was no longer seeking a loan from TWDB. No action was taken.

3. Discuss and consider a recommendation put forward by the Parks and Recreation Board to name the performance stage in TownCenter Park the "Ralph Mooney Performance Pavilion"

Public Works Director Joe Walsh stated that he had been working with the Parks Board to recognize Mr. Mooney via this renaming of a public facility during recent months. Rockie Gilley and Jeff Nevarez spoke in favor and gave biographical information regarding Mr. Mooney. Mr. Nevarez noted that this was originally suggested by Phil Wallace, that Mr. Mooney's family was supportive, and that there were discussions of potentially rebranding Concert in the Park to be a steel guitar event.

Motion Approve. **Action** Approve the naming of the performance stage in TownCenter Park the "Ralph Mooney Performance Pavilion", **Moved By** Connor, **Seconded By** Michels. **Motion passed unanimously.**

F. PUBLIC HEARINGS

1. **CASE #PZ 22-01** — Conduct a public hearing and consider an Ordinance amending the Unified Development Code by amending Table 4.2, "Schedule of Uses: Old Town Districts," of Article 4, "Old Town Districts" by designating "Dwelling, multi-family" as a permitted use in the OT-4 Old Town Mixed-Use District

Interim City Manager Leslie Galloway stated that, Summa Terra Ventures has proposed plans for multi-family units on three different lots, each zoned OT-4; and that when the UDC was first adopted in September 2016, multi-family was a permitted use in this zoning category (as well as in OT-3), but was removed in both OT-3 and OT-4 via Ordinance 619, which was not yet codified. Last year, during review of their third proposed development, current staff informed Summa Terra representatives that this type of use was not allowed in the current zoning, something that was apparently overlooked by previous staff. Summa Terra is now requesting that the Council amend the UDC to allow for multi-family in the OT-4 district (with no change to OT-3). During a regular meeting on Thursday, January 13, 2022, the Planning & Zoning Commission (P&Z) voted to recommend approval 4-2, with Vice Chair Hughes and Commissioner Clementi voting against.

Attorney Angela Hunt of Munsch Hardt, representing Summa Terra Ventures, spoke in favor of the request, noting that Summa Terra does not seek properties that are not zoned to allow multi-family development and that one of the first things her clients had done was to confirm with staff that multi-family was allowable in OT-4. She then provided a printed copy of the use table from the PDF of the Unified Development Code (UDC). Hunt added that, in late September, Summa Terra was alerted that multi-family was, in fact, no longer permitted by right on the proposed lots. She closed by stating that all three properties abutted Kennedale Parkway, with an alternative proposal for the

Council to consider that multi-family be allowed only in OT-4 lots that abut the Parkway.

Shane Child, Vice President of Summa Terra Ventures, spoke in favor of the request and gave information regarding other projects in DFW, the investment amount of the proposed developments, and information about quality control standards.

Mike Watson, CEO of Summa Terra Ventures, spoke in favor of the request, gave information about other local developments and the company's standards.

In response to a question from Councilmember Mitchell, Watson noted that the properties had not yet been purchased but that dollars and staff hours had been expended nonetheless.

Mayor Rhodes opened the Public Hearing at 7:42 p.m.

Rockie Gilley, KISD Superintendent Chad Gee (on behalf of the district), and John Clark, spoke in opposition to the request.

Mayor Rhodes asked if there were any other requests to speak. Hearing none, the public hearing was closed at 7:49 p.m.

Motion Deny. Action Deny an Ordinance amending the Unified Development Code by amending Table 4.2, "Schedule of Uses: Old Town Districts," of Article 4, "Old Town Districts" by designating "Dwelling, multi-family" as a permitted use in the OT-4 Old Town Mixed-Use District, **Moved By** Mayor Pro Tem Jopin, **Seconded By** Mitchell.

There was some discussion of the need to leave space on Kennedale Parkway for businesses, the non-compatibility of MF with existing uses, and the unfortunate circumstances.

Motion to deny passed unanimously.

2. **CASE #PZ 22-02** — Conduct a public hearing and consider an Ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.46 acres located at 6817 Oak Crest Drive W, Oak Crest Addition, Block 8, Lot 11, City of Kennedale, Tarrant County, Texas

Mayor Rhodes noted that this case was similar to the next so staff would combine both cases into a single presentation.

Planning Consultant Chance LeBlanc of Dunaway gave an overview of the request including existing zoning and use, requested zoning, surrounding zoning and uses, designation in the Future Land Use Plan (FLUP), and adherence to the Comprehensive Plan. LeBlanc also noted that each townhome would be on its own platted lot. He stated that this change to TH was a deviation from the Comprehensive Plan, but that staff found the request to be compatible with surrounding uses and met all other requirements and would recommend approval of the request.

There was a brief discussion of parking, maximum densities (units per acre), and safety concerns regarding the blind curve of the roadway.

Applicant Frederico Canoura spoke in favor and gave details of the project including parking and the lack of existing sewer service.

Matthew Sanchez, property owner, spoke in favor and noted his desire to add a stop sign and/or speed hump as well as to offer these units at more affordable rates than the current average market price.

Mayor Pro Tem Joplin stated that her primary concern was her new understanding that there was a lack of density limits in this zoning category and that she sought to address that before approving additional TH zoning.

Mayor Rhodes opened the Public Hearing at 8:12 p.m.

Derek Hall and John Hivale spoke against; Ragan Clark, Robert Hardee, Amber Hardee, Randy Slayton, and Lauran Hall registered against but did not wish to speak.

Mayor Rhodes asked if there were any other requests to speak. Hearing none, the public hearing was closed at 8:20 p.m.

Motion Deny. Action Deny an Ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.46 acres located at 6817 Oak Crest Drive W, Oak Crest Addition, Block 8, Lot 11, City of Kennedale, Tarrant County, Texas, **Moved By** Connor, **Seconded By** Mayor Pro Tem Joplin. **Motion to deny passed unanimously.**

3. **CASE #PZ 22-03** — Conduct a public hearing and consider an Ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.53 acres located at 6821 Oak Crest Drive W, Oak Crest Addition, Block 8, Lot 10, City of Kennedale, Tarrant County, Texas

Mayor Rhodes noted that this was a similar case on an adjacent lot. Applicant Frederico Canoura spoke in favor and gave details of the project including setbacks, sidewalks, and pedestrian concerns.

Mayor Rhodes opened the Public Hearing at 8:23 p.m.

Hearing no requests to speak, the public hearing was closed at 8:23 p.m.

Motion Deny. Action Deny an Ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.53 acres located at 6821 Oak Crest Drive W, Oak Crest Addition, Block 8, Lot 10, City of Kennedale, Tarrant County, Texas, **Moved By** Connor, **Seconded By** Mayor Pro Tem Joplin.

Mayor Pro Tem Joplin noted that her decision was based on there not being current regulations on maximum density in TownHome (TH) Zoning.

Motion to deny passed unanimously.

The Council took a brief recess from 8:24 to 8:34 p.m.

4. **CASE #PZ 22-04** — Conduct a public hearing and consider an Ordinance regarding a request by See Eng for a rezoning from C2 General Commercial to R3 Residential for approximately 0.33-acre tract located at 104 Meadowview

Drive in the Boaz's Subdivision Addition Lot 3R, Block 13, City of Kennedale, Tarrant County, Texas

Planning Consultant Chance LeBlanc of Dunaway gave an overview of the request including existing zoning and use, requested zoning, surrounding zoning and uses, designation in the Future Land Use Plan (FLUP), and adherence to the Comprehensive Plan. LeBlanc also noted that each townhome would be on its own platted lot. He stated that staff found the request to meet all requirements and would recommend approval of the request, noting that the applicant also owned the adjacent warehouse.

Mayor Rhodes opened the Public Hearing at 8:37 p.m.

Hearing no requests to speak, the public hearing was closed at 8:37 p.m.

Motion Approve. Action Approve an Ordinance regarding a request by See Eng for a rezoning from C2 General Commercial to R3 Residential for approximately 0.33-acre tract located at 104 Meadowview Drive in the Boaz's Subdivision Addition Lot 3R, Block 13, City of Kennedale, Tarrant County, Texas, **Moved By Connor, Seconded By Mitchell. Motion passed unanimously.**

5. **CASE #PZ 22-05** — Conduct a public hearing and consider an Ordinance regarding a request by See Eng for a rezoning from C2 General Commercial to R3 Residential for approximately 0.47-acre tract located at 700 Mansfield Cardinal Road in the Boaz's Subdivision Addition Lots 1 & 2, Block 13, City of Kennedale, Tarrant County, Texas

Mayor Rhodes noted that this case was similar to the previous case before opening the Public Hearing at 8:39 p.m.

Hearing no requests to speak, the public hearing was closed at 8:39 p.m.

Motion Approve. Action Approve an Ordinance regarding a request by See Eng for a rezoning from C2 General Commercial to R3 Residential for approximately 0.47-acre tract located at 700 Mansfield Cardinal Road in the Boaz's Subdivision Addition Lots 1 & 2, Block 13, City of Kennedale, Tarrant County, Texas, **Moved By Connor, Seconded By Mitchell. Motion passed unanimously.**

6. **CASE #PZ 22-06** — Conduct a public hearing and consider an Ordinance regarding a request by Citipoint Properties & Investments, LLC for a rezoning from "OT-2" Old Town-2 to "OT-3" Old Town-3 for approximately 3.44 acres located at 509 Corry A Edwards Drive, Woodlea Acres Addition, Block 2 Lot 1, City of Kennedale, Tarrant County, Texas

Planning Consultant Chance LeBlanc of Dunaway gave an overview of the request including existing zoning and use, requested zoning, surrounding zoning and uses, designation in the Future Land Use Plan (FLUP), and adherence to the Comprehensive Plan. LeBlanc also noted that each townhome would be on its own platted lot. He stated that staff found the request to meet all requirements and would recommend approval of the request.

Applicants Adebayo Olatunji, Olakunle Oni, and Dr. Olusegun Asekun spoke in favor and gave details of proposal.

There was some discussion of the density of the preliminary site plan proposal and the lack of an existing regulation for maximum densities in the Townhome (TH) zoning category.

Mayor Rhodes opened the Public Hearing at 8:46 p.m.

Kae Lewis, Angela Goff, Bobbie Brown, James Brown, John Hivale, Sara Johnson, and Lori Boyd spoke against.

Hearing no additional requests to speak, the public hearing was closed at 9:10 p.m.

Councilmember Connor stated that he did not believe that the request was compatible with existing uses, but that he did appreciate the willingness to invest in Kennedale.

Motion Deny. Action Deny an Ordinance regarding a request by Citipoint Properties & Investments, LLC for a rezoning from “OT-2” Old Town-2 to “OT-3” Old Town-3 for approximately 3.44 acres located at 509 Corry A Edwards Drive, Woodlea Acres Addition, Block 2 Lot 1, City of Kennedale, Tarrant County, Texas, **Moved By** Connor, **Seconded By** Mayor Pro Tem Joplin.

Mayor Pro Tem Joplin reiterated that her decision was based on there not being current regulations on maximum density in TownHome (TH) Zoning.

Motion to deny passed unanimously.

Mayor Rhodes recessed to Executive, pursuant to 551.071 and 551.074, at 9:14 p.m.

VI. ADJOURNMENT

Mayor Rhodes reconvened the open meeting at 10:03 p.m.

Motion Approve. Action Approve the contract with SGR for the purposes of conducting a search for a new City Manager, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Mitchell.

Motion passed 3-2, with Mayor Pro Tem Joplin and Mitchell voting in favor, Connor and Michels voting against, and Mayor Rhodes breaking the tie with a vote in favor.

Motion Adjourn. Action Adjourn, **Moved By** Connor, **Seconded By** Mitchell. **Motion passed unanimously.**

Mayor Rhodes adjourned the meeting at 10:04 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.2.

SUBJECT

Approval of the minutes from the January 24, 2022 special meeting

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

Please see the attached minutes for your consideration.

RECOMMENDATION

ATTACHMENTS

1.	2022_01.24 Minutes_City Council Special Meeting DRAFT	2022_01.24 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | JANUARY 24, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Rhodes called the meeting to order at 5:31 p.m., noting that all Councilmembers were present other than Gary Mitchell, Place 3.

II. EXECUTIVE SESSION

The Council recessed to Executive Session from 5:32 to 6:37 p.m.

A. **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. City Manager

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

Mayor Rhodes reconvened the open meeting at 6:37 p.m. There was neither discussion nor action at this time.

IV. ADJOURNMENT

Motion Adjourn. Action Adjourn, Moved By Connor, Seconded By Michels. Motion passed unanimously.

Mayor Rhodes adjourned the meeting at 6:37 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.3.

SUBJECT

Receive the 2021 Racial Profiling Report from the Police Department

ORIGINATED BY

Darrell Hull, Police Chief

SUMMARY

As required by State Senate Bill 1074 (77th Texas Legislative Session), this annual report is being presented to Council for review and will be uploaded to the Texas Commission on Law Enforcement (TCOLE) website for public access no later than March 1. Council can review the full 2021 Kennedale Police Department Racial Profiling Report at www.cityofkennedale.com/RPR (large PDF).

Our report was completed by Dr. Alex del Carmen of Del Carmen and Associates, a leading expert on the subject matter of racial profiling and reporting requirements and conforms to the Sandra Bland Act, which explicitly outlaws the practice of pretext stops and raises the burden of proof needed to both stop and search vehicles in the State of Texas.

RECOMMENDATION

No specific action is required by the City Council other than to receive the report.

ATTACHMENTS

MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.4.

SUBJECT

Approval of purchase order for radios and related equipment for Kennedale Fire Department in the amount of \$49,553.00, of which \$48,005.10 will be grant-funded

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

This item was presented via email on Tuesday, February 1, with approval received from each Councilmember. Staff has now placed it on the Consent agenda for formal action by the Council, as the total cost exceeds the City Manager's purchasing authority. Staff appreciates the Council's willingness to consider this item prior to the meeting, allowing for faster acquisition of this safety equipment. Below and attached are the information provided previously.

KFD has obtained quotes (attached) for 10 replacement radios (and various related batteries and equipment). This expenditure (\$49,553.00) is outside of my purview to sign off on. However, the vast majority of the cost is grant-funded (see below) and staff would seek to obtain these items as quickly as possible. Therefore (rather than waiting for the next regular meeting), I am providing the information below and attached to the Council for consideration. If you have any concerns, please feel free to contact me and/or Chief Brown. Funding sources:

1. Firehouse Subs Grant: ~\$23,000
2. Tarrant County Emergency Services District No. 1 Grant: ~\$25,000
3. Budgeted Funds: ~\$1550

As you will see on the PO Request Form (also attached), this is a sole-source item. Therefore, bids are not necessary. Chief Brown and I appreciate the Council's consideration and response. We will plan to purchase by end of day Thursday, February 3, assuming we have heard no objection. Thank you all.

RECOMMENDATION

Approve

ATTACHMENTS

1.	PO Request - KFD Radios	PO Request - KFD Radios.pdf
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Signature Statement: I approve the above charges as appropriate expenditures/expenses for city business. *NOTE: This signature authorizes Accounts Payable to charge the aforementioned accounts within departmental budgets. Unsigned forms will not be processed.



KENNEDALE, CITY OF

KFD APX6000XE

12/30/2021



QUOTE-1569289

12/30/2021

KENNEDALE, CITY OF
405 MNCPL DR
KENNEDALE, TX 76060

RE: Motorola Quote for KFD APX6000XE
Dear James Brown,

Motorola Solutions is pleased to present KENNEDALE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KENNEDALE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative



QUOTE-1569289
KFD APX6000XE

Billing Address:
KENNEDEALE, CITY OF
405 MNCPL DR
KENNEDEALE, TX 76060
US

Shipping Address:
KENNEDEALE, CITY OF
405 MNCPL DR
KENNEDEALE 76060 0006
KENNEDEALE, TX 76060
US

Quote Date:12/30/2021
Expiration Date:02/01/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
6822299717

End Customer:
KENNEDEALE, CITY OF
James Brown
jbrown@cityofkennedale.com
817-985-2151

Contract: Fort Worth Contract

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series		APX6000 XE				
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	5	\$3,595.00	\$2,099.48	\$10,497.40
1a	G996AU	0481	ADD: PROGRAMMING OVER P25 (OTAP)	5	\$110.00	\$64.24	\$321.20
1b	Q667BB	0481	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5	\$0.00	\$0.00	\$0.00
1c	Q361AR	0481	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$192.72	\$963.60
1d	QA02006AA	0481	ENH: APX6000XE RUGGED RADIO	5	\$880.00	\$513.92	\$2,569.60
1e	QA05100AA	0185	ENH: STD 1 YR WARRANTY APPLIES NO SFS	5	\$0.00	\$0.00	\$0.00
1f	H38BT	0481	ADD: SMARTZONE OPERATION	5	\$1,320.00	\$770.88	\$3,854.40
1g	QA01427AB	0481	ALT: IMPACT GREEN HOUSING	5	\$28.00	\$16.35	\$81.75
1h	Q806BM	0481	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$331.13	\$1,655.65



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1569289
KFD APX6000XE

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMNN4547A	0453	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	5	\$203.00	\$152.25	\$761.25
3	PMMN4106D	0372	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	5	\$665.28	\$532.22	\$2,661.10
4	NNTN8844A	0785	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	1	\$1,420.20	\$1,065.15	\$1,065.15
5	PMLN7906A	0271	CARRY ACCESSORY- CASE,APX6000XE 2.75 SWBL TIA BATTERY	5	\$70.20	\$52.65	\$263.25

Grand Total **\$24,694.35(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 - #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



KENNEDALE, CITY OF

KFD APX6000XE B

01/25/2022



QUOTE-1654001

01/25/2022

KENNEDALE, CITY OF
405 MNCPL DR
KENNEDALE, TX 76060

RE: Motorola Quote for KFD APX6000XE B
Dear James Brown,

Motorola Solutions is pleased to present KENNEDALE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KENNEDALE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative



QUOTE-1654001
KFD APX6000XE B

Billing Address:
KENNE DALE, CITY OF
405 MNCPL DR
KENNE DALE, TX 76060
US

Shipping Address:
KENNE DALE, CITY OF
405 MNCPL DR
KENNE DALE 76060 0006
KENNE DALE, TX 76060
US

Quote Date:01/25/2022
Expiration Date:03/25/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
6822299717

End Customer:
KENNE DALE, CITY OF
James Brown
jbrown@cityofkenne dale.com
817-985-2151

Contract: Fort Worth Contract

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series		APX6000 XE				
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	3	\$3,595.00	\$2,099.48	\$6,298.44
1a	G996AU	0481	ADD: PROGRAMMING OVER P25 (OTAP)	3	\$110.00	\$64.24	\$192.72
1b	Q667BB	0481	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00
1c	Q361AR	0481	ADD: P25 9600 BAUD TRUNKING	3	\$330.00	\$192.72	\$578.16
1d	QA02006AA	0481	ENH: APX6000XE RUGGED RADIO	3	\$880.00	\$513.92	\$1,541.76
1e	QA05100AA	0185	ENH: STD 1 YR WARRANTY APPLIES NO SFS	3	\$0.00	\$0.00	\$0.00
1f	H38BT	0481	ADD: SMARTZONE OPERATION	3	\$1,320.00	\$770.88	\$2,312.64
1g	QA01427AB	0481	ALT: IMPACT GREEN HOUSING	3	\$28.00	\$16.35	\$49.05
1h	Q806BM	0481	ADD: ASTRO DIGITAL CAI OPERATION	3	\$567.00	\$331.13	\$993.39



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Motorola Solutions, Inc.; 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1654001
KFD APX6000XE B

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	QA00580AC	0481	ADD: TDMA OPERATION	3	\$495.00	\$289.08	\$867.24
2	PMLN7906A	0271	CARRY ACCESSORY- CASE,APX6000XE 2.75 SWBL TIA BATTERY	3	\$70.20	\$52.65	\$157.95
3	PMNN4547A	0453	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	3	\$203.00	\$152.25	\$456.75
4	PMMN4106D	0372	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	3	\$665.28	\$532.22	\$1,596.66
5	NNTN8860A	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$169.56	\$127.17	\$381.51
6	NNTN7624C	0785	CHARGER,CHR IMP VEH EXT NA/EU KIT	2	\$509.76	\$382.32	\$764.64
	APX™ 6500 / Enh Series		ENHANCEDAPX6500				
7	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	2	\$3,253.00	\$1,899.75	\$3,799.50
7a	G831AD	0527	ADD: SPKR 15W WATER RESISTANT	2	\$66.00	\$38.54	\$77.08
7b	G996AS	0527	ENH: OVER THE AIR PROVISIONING	2	\$110.00	\$64.24	\$128.48
7c	GA00250AA	0527	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	2	\$110.00	\$64.24	\$128.48
7d	GA00580AA	0527	ADD: TDMA OPERATION	2	\$495.00	\$289.08	\$578.16
7e	G51AU	0527	ENH: SMARTZONE OPERATION APX6500	2	\$1,320.00	\$770.88	\$1,541.76
7f	G67DT	0527	ADD: REMOTE MOUNT E5 APXM	2	\$327.00	\$190.97	\$381.94
7g	G892AB	0527	ENH:HAND MIC,GCAI WTR RESISTANT APX	2	\$79.00	\$46.14	\$92.28
7h	GA05100AA	0185	ADD: STD WARRANTY - NO ESSENTIAL	2	\$0.00	\$0.00	\$0.00
7i	G444AH	0527	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
7j	G806BL	0527	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	\$331.13	\$662.26



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1654001
KFD APX6000XE B

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
7k	GA01670AA	0527	ADD: APX E5 CONTROL HEAD	2	\$717.00	\$418.73	\$837.46
7l	G193AK	0527	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0.00	\$0.00	\$0.00
7m	G174AD	0527	ADD: ANT 3DB LOW-PROFILE 762-870	2	\$47.00	\$27.45	\$54.90
7n	G361AH	0527	ENH: P25 TRUNKING SOFTWARE APX	2	\$330.00	\$192.72	\$385.44

Grand Total **\$24,858.65(USD)**

Notes:

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



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Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
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PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

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Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



MEETING DATE: FEBRUARY 15, 2022

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

SUBJECT

Approval of an Interlocal Agreement (ILA) with the City of Everman for rabies control and the shared use of the City of Everman Animal Shelter

ORIGINATED BY

Darrell Hull, Police Chief

SUMMARY

The City currently contracts with Fort Worth for animal control services. Because Everman's fees are lower for the same or similar services, this ILA will become the primary source for animal control, with Fort Worth serving as a secondary option based on availability. Costs charged to the City are included in Exhibit A (not to exceed \$400.00/animal for impoundment; and not to exceed \$200.00 for rabies specimen). Costs paid by the public are in Exhibit B. The contract also outlines a maximum annual cost to the City of \$55,000 for all services. The contract term is through the end of 2022, but can be canceled with 30 days' written notice by either party.

NEW INFORMATION:

This item originally appeared on the January 18 agenda, but was denied pending edits. Of course, staff understands and supports the Council's desire to protect animal lives, but has thus far been unable to identify any option for animal impoundment that does not allow for euthanasia as a final option. Therefore, this ILA is being presented again with some clarifying edits by the City Attorney's Office but no material changes to the terms or provisions. Staff appreciates the Council's consideration and will be available to answer questions.

RECOMMENDATION

Approve

ATTACHMENTS

1.	ILA - Everman ^0 Kennedale - Animal Control ^0 Rabies Control (002)	ILA - Everman ^0 Kennedale - Animal Control ^0 Rabies Control (002) (002) 2.11.22.pdf
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STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN, TEXAS AND
THE CITY OF KENNEDALE, TEXAS, FOR RABIES CONTROL AND THE SHARED
USE OF THE CITY OF EVERMAN ANIMAL SHELTER**

THIS AGREEMENT ([“Agreement”](#)) is made and entered into by and between the City of Everman, a home-rule municipal corporation situated in Tarrant, County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as “Everman”) and the City of Kennedale, Texas, a home-rule municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as “Kennedale”). [Everman and Kennedale may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties.”](#)

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 Everman for the purpose of limited rabies control [and dog impoundment](#) in ~~the City of~~ Kennedale; and

WHEREAS, [the City Councils of Everman and Kennedale believe this Agreement is in the best interests of the citizens of Everman and Kennedale and have each approved the execution of this Agreement.](#)

~~**WHEREAS**, Kennedale and Everman 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 Everman and Kennedale whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, Everman agrees to provide Kennedale with limited rabies control

services in ~~the City of~~ Kennedale, and Everman agrees to provide impoundment for ~~D~~dogs 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 and any subsequent recodification, supplement or revision.

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

ANIMAL SHELTER shall mean a facility located in Everman, Texas, which is operated by ~~the City~~Everman for the purpose of impounding and caring for ~~A~~animals as prescribed by law.

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

BITE ANIMAL shall mean an Animal that has inflicted a Bite or scratch capable of transmitting Rabies to 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 ~~A~~animal.

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

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

RULES shall mean the rules adopted by the Texas Department of State Health Services for ~~R~~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**

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning on January 1, 2022 and ending on December 31, 2022. In addition, the term may be extended by mutual written agreement of the Parties, for up to two additional one-year terms.

4. **SERVICES BY EVERMAN**

- A. Hours. City Everman agrees to perform the services described herein for Kennedale ~~in the City of Kennedale,~~ between the hours of 8:00 a.m. and 4:00 p.m. weekdays and weekends, excluding holidays, with no after hours service provided.
- B. Service Calls and Rabies Response. In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, Everman will process and ship for Rabies testing such Bbite Aanimals which are delivered by Kennedale officials to ~~Everman will be handled by Everman.~~
- C. Impoundment of Dogs. Everman will board Ddogs delivered to the Animal Shelter by Kennedale officials pursuant to Section 6 of this Agreement.

5. **DUTIES OF KENNEDALE**

- A. Kennedale agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Paragraph 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 Aanimals requiring Quarantine or testing under Section 4.~~(C.)~~ of this Agreement, whose owners have failed or refused to place them for Quarantine or testing. Kennedale further agrees that City Everman is not required to pursue the issuance and execution of such warrants.

6. **IMPOUNDMENT AND DISPOSITION OF ANIMALS**

- A. A live, Stray Ddog impounded by Kennedale and delivered to the Animal Shelter under this Agreement shall be held for a period of not less than ninety-six (96) hours, unless released earlier to its owner ("Animal Owner") or as described in subsection 6.D. below. A quarantined Animal impounded by Kennedale and delivered to Everman shall be held or presented for testing according to the Act and the Rules. Kennedale shall provide in writing to Everman the date of the Bbite incident and the Animal's date of release from

- Quarantine. Kennedale shall pay charges for impounded Dogs, and quarantined Animals, as specified in Exhibit "A."
- B. Prior to the expiration of the impoundment period, Everman may destroy an impounded Dog if the Everman Animal Control Officer or the Everman Animal Control veterinarian recommends and approves such action.
- C. Impounded Animals will be released to the Animal Owner ~~their owners~~ upon:
- (1) Proof of identification;
 - (2) Payment of all fees in accordance with the ~~City of Kennedale and the City of~~ Everman fee schedules;
 - (3) Vaccination of the Animal ~~The animal is vaccinated~~ against Rabies at the Animal Owner's ~~owner's~~ expense if the Animal is a Dog or a Cat over 12 weeks of age and the Animal Owner does not have an unexpired Rabies vaccination certificate for the Animal.
- D. The ownership of impounded or quarantined Animals ~~from Kennedale~~ that have not been released to the Animal Owner ~~their owners~~ on the expiration of the impoundment or Quarantine period, or submitted for Rabies testing, shall lie with Kennedale, and Kennedale authorizes Everman to place the Animals for adoption, to transfer them to other Animal welfare organizations, or to be euthanized, at the sole discretion of Everman. Kennedale specifically ~~requests~~ authorizes Everman to euthanize all Animals from Kennedale that are not adopted or transferred.
- E. All quarantined Animals from Kennedale not reclaimed by the Animal Owner ~~their owner~~ will be disposed of pursuant to Section 6.D. above, and Kennedale will be billed for any costs incurred for disposal.
- F. Kennedale will be billed only for costs incurred and associated with impounded Dogs and quarantined Animals delivered by ~~the~~ Kennedale.
- G. Everman will impound and hold Dogs from Kennedale which have been seized ~~by Kennedale~~ only under Chapters 821 or 822 of the Texas Health and Safety Code.

7.

EXCLUSIONS

- A. Nothing in this Agreement shall be deemed as designating Everman or an officer or employee of Everman as the "local health authority" or "local rabies control authority" of Kennedale as those terms are defined or used in Title 10 of the Texas Health and Safety Code, ~~Vernon's Texas Codes Annotated~~.
- B. Nothing in this Agreement shall be deemed as requiring Everman 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, ~~Vernon's Texas Codes Annotated~~.

- C. Nothing in this Agreement shall be deemed as requiring Everman to ~~Q~~quarantine or present for testing domestic ~~A~~animals that have been bitten by or directly exposed by physical contact to a rabid ~~A~~animal or its fresh tissues.
- D. Everman shall not impound ~~S~~stray ~~A~~animals if Kennedale fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the ~~Act~~Texas Health and Safety Code that require ~~A~~animals to be restrained at all times.

8.

RESPONSIBILITY FOR EMPLOYEES

Everman employees who provide services under this Agreement are deemed to be Everman employees when providing such services. Everman will exercise complete control over the hiring, training, supervision, and conduct of such employees. Everman 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 resolution of the emergency.

9.

COMPENSATION

- A. As fair compensation for the services rendered, Kennedale agrees to pay Everman for its services based on the schedule attached hereto as Exhibit "A", as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. Everman may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving Kennedale 120 days' written notice.
- B. Head and shipment preparation fees shall be as described in Exhibit "A".
- C. Kennedale will not pay Everman more than \$55,000.00, in total per contract year, 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, Everman will cease providing such services. Everman agrees to provide Kennedale with an itemized monthly bill. Kennedale agrees to promptly pay such bills upon presentation by ~~the~~ Everman, 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, Everman shall bill Kennedale for any outstanding balance, regardless of the amount but subject to the not-to-exceed limitation, 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 Everman shall be paid from revenues available to Kennedale in that current fiscal year.

10.
FEES CHARGED ANIMAL OWNERS

Kennedale hereby agrees that Everman may charge, or cause to be charged, the fees set out in Exhibit “B” to the ~~owners of Animals~~ Owner that have been impounded or quarantined. Exhibit “B” is hereby incorporated as a part of this Agreement as if it were set forth at length. Everman is hereby authorized to increase said fees during the terms of this Agreement by giving Kennedale 120 days’ notice. Notwithstanding the fees charged to Animal Owners, Kennedale shall remain responsible to Everman for the fees set out in Exhibit “A.” subject to the annual not-to-exceed limitation described in Section 9.C.

11.
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 such employees, relating to work provided pursuant to this Agreement.
- B. To the extent permitted by law, Everman shall be responsible for all work-related deaths, injuries or diseases of Everman employees, and for property damage, personal injury or death caused by Everman employees or volunteers relating to work provided pursuant to this Agreement.
- C. Kennedale shall be responsible for all property damages, personal injuries and death caused by the use of Everman 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 by Kennedale employees or volunteers during the provision of services hereunder.
- D. Everman shall be responsible for all property damages, personal injuries and death caused by the use of Everman equipment and vehicles caused by Everman employees or volunteers pursuant to this Agreement. Furthermore, Everman shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by Everman employees or volunteers during the provision of services hereunder.

12.
IMMUNITY & THIRD PARTIES

- A. Kennedale expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between Everman and Kennedale alleging a breach of this Agreement. Kennedale does this as consideration for Everman’s offer to enter into this Agreement Contract with Kennedale. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.

- B. Nothing in this Agreement shall 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.

13.
TERMINATION

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

14.
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.

15.
MODIFICATION

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

16.
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.

17.
AUTHORITY

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

18.
AUTHORIZATION

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

19.
FORCE MAJEURE

It is expressly understood and agreed by the ~~P~~ P parties to this Agreement that if the performance of any obligation 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 ~~P~~ P 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.

20.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either ~~city~~ Party fails to appropriate funds sufficient for Everman to fulfill its obligations under this Agreement, ~~that then~~ Everman may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of ~~the city's~~ either Party'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.

21.
NOTICES

Any notice given pursuant to this Agreement shall be given either in writing and delivered or mailed by certified or registered United States mail, addressed as follows or to the email address listed below:

<u>If to Everman:</u>	<u>City of Everman</u>
	<u>Attn:</u>
	<u>212 North Race St.</u>
	<u>Everman, Texas 76140</u>
	<u>Email:</u>

If to Kennedale: City of Kennedale
Attn:
405 Municipal Drive
Kennedale, Texas 76060
Email:

The designation of the person to whom and the place to which notices are to be mailed or delivered may be changed by either Party by giving notice to the other Party.

Remainder of Page Intentionally Blank

SIGNATURE PAGE

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN, TEXAS AND
THE CITY OF KENNEDALE, TEXAS, FOR RABIES CONTROL AND THE SHARED
USE OF THE CITY OF EVERMAN ANIMAL SHELTER**

CITY OF EVERMAN

C. W. Spencer
City Manager

Date: _____

CITY OF KENNEDALE

Leslie E. Galloway
Interim City Manager

Date: _____

APPROVED

Alan Wayland
City Attorney
City of Everman

By: _____ Drew Larkin

City Attorney
City of Kennedale

ATTEST:

Mindi Parks
City Secretary
City of Everman

EXHIBIT A

SCHEDULE OF FEES TO BE PAID BY CITY OF KENNEDALE

Impoundment/Boarding Fee:

~~City of~~ Kennedale shall pay Everman only costs incurred as a result of impounding or quarantining an animal from the ~~City of~~ Kennedale, not to exceed \$400.00 per animal.

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen

\$200.00 per specimen

EXHIBIT B

SCHEDULE OF FEES TO BE PAID TO CITY EVERMAN BY CITIZENS OF KENNEDALE FOR SERVICES RENDERED

Adoption Fee Per Animal	\$20.00
Corpse Removal Fee	\$20.00
Euthanasia at owner's request	
Owner disposes of corpse	\$35.00
City disposes of corpse	\$60.00
Cat Trap Deposit (deposit refunded upon return of trap)	\$80.00
Dog Trap Deposit (deposit refunded upon return of trap)	\$250.00
Impoundment Fee per Animal	
First Impoundment	*Paid to City of Kennedale
Second Impoundment	*Paid to City of Kennedale
Third Impoundment	*Paid to City of Kennedale
Boarding Fee, per day	\$15.00

MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.E.2.

SUBJECT

Approval of a rate adjustment to the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services, and approval of an amendment to solid waste agreement regarding same

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

On November 1, 2007, the City entered into a contract with IESI TX Corporation 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 name of the company has changed — first to Progressive Waste and, now, Waste Connections — and the City has entered into six amendments. The first extended the contract through January 2018 and amended the rates. The second amendment extended the contract through January 2020 and included the option to extend the contract for two five-year terms. It was during this extension that the curbside recycling containers were implemented and the rates were adjusted to include weekly curbside recycling service. The third and fourth amendments adjusted rates. The fifth extended the term by five years (to January 31, 2025) and adjusted rates. The sixth adjusted rates.

The current rate paid by the City per customer is \$13.59 and the adjustment requested in the attached letter allows for an increase of \$0.61 per month per customer for trash collection; and \$0.25 per month per customer for recycling — for a total monthly increase of \$0.86. This results in a monthly residential rate of \$14.45 for bi-weekly trash service and once weekly recycling service (including provided rolling carts). After the addition of sales tax and an internal administrative fee of 1.5%, the proposed price adjustment would result in a total charge of **\$15.88** per customer per month (**an increase of \$0.95 per month**). A cost breakdown is provided below.

	Trash	Recycling	City Charged per Customer	Administrative Fee (1.5%)	Sales Tax (8.25%)	Charged to Customers
2020	9.70	3.89	13.59	\$0.20	\$1.14	\$14.93
2021	10.31	4.14	14.45	\$0.22	\$1.21	\$15.88
CHANGE	\$0.61	\$0.25	\$0.86	\$0.02	\$0.07	<u>\$0.95</u>

The rate adjustment will also affect commercial customers, as shown on the included rate sheets, but those accounts are billed directly by Waste Connections.

This rate adjustment request is based on the Consumer Price Index (CPI). The last rate adjustment for solid waste collection was in 2020. One rate increase (based on CPI) is allowed annually, per the original

contract (attached, page 11). The contract also states that should the City fail to or refuse to consent to a requested rate increase — and the contractor can demonstrate that such rate increase is necessary to offset increased costs — the contractor may, at its discretion, terminate the agreement upon a 180-day written notice.

Upon Council's approval, staff will coordinate with Arlington Water Utilities (AWU) for the programming of the new rates, which are expected to be reflected on March invoices. Customer notification of the rate adjustment will be announced on the City website and various social media accounts.

RECOMMENDATION

Staff recommends approval of this rate adjustment as it is allowed by the contract (when justified by an increase in the CPI). Further, Waste Connections has proven to be very responsive to the few complaints staff receives regarding trash and recycling service (e.g., missed pick-up).

ATTACHMENTS

1.	Waste Connections 2022 Rate increase	Waste Connections 2022 Rate increase.pdf
2.	WC Seventh Amendment - Rates 2022	WC Seventh Amendment - Rates 2022.pdf
3.	20017_11.01 Original Contract No. 07-21 Solid Waste (Trash) Service IESI	20017_11.01 Original Contract No. 07-21 Solid Waste (Trash) Service IESI.pdf



JAN 19 2022

WASTE CONNECTIONS INC.
Connect with the Future®

January 12, 2022
City of Kennedale
Attn: Honorable Mayor and Members of Council
405 Municipal Dr
Kennedale, TX 76060

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Kennedale. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Kennedale.

Each year we evaluate cost per our contract with the city. This year the CPI (Urban Wage Earners and Clerical Workers) adjustment is 6.2%. I have enclosed further details of these adjustments with this letter as well as the Rate Adjustment section in our contract. As our overall costs and expenses have netted over 10% we are only requesting the 6.2%.

We will adjust these rates on the next billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 817-222-2221.

Best Regards,

Abel Moreno
District Manager
Waste Connections of TX
abel.moreno@wasteconnections.com

- (6) Rate Adjustments: No rate adjustment will be made in the first year of the contract (February 1, 2008 – January 31, 2009). Beginning February 1, 2009 rates may be adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) for the Dallas-Fort Worth Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. The measured increase will span a twelve month period (beginning August 1 and ending July 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before January 15th of the numbered year, beginning January 15, 2009.
- (7) In addition to the above CPI adjustment, the CITY may consider a discretionary rate adjustment to offset unusual changes in CONTRACTOR'S cost of operations due to, or directly resulting from, increased fuel costs, ad valorem taxes, governmental fees, landfill costs, or regulations or revised federal, state or local laws, ordinances or regulations. CONTRACTOR may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact in providing the services described in this Consolidated Contract as they relate directly to the CITY. The City Council shall have authority, in its sole discretion, to determine the validity of any such request for a change in rates. The CITY shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the CITY fails or refuses to consent to any such requested rate increase and the CONTRACTOR can demonstrate that such rate increase is necessary to offset the CONTRACTOR'S increased costs in connection with performing the services under this Agreement, the CONTRACTOR may, in its sole discretion, terminate this Agreement upon one hundred eighty (180) days written notice to the CITY.

CPI for Urban Wage Earners and Clerical Workers (CPI-W)
12-Month Percent Change

Series Id: CWURS37ASA0,CWUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, urban

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

Years: 2020 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	2.6		1.0		-1.2		0.2		0.2		0.2		0.4	0.5	0.4
2021	1.5		3.8		7.0		6.2		6.8		8.6		5.9	4.4	7.3

CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Original Data Value

Series Id: CWURS37ASA0,CWUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, urban

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

Years: 2020 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	244.510		244.096		240.961		245.326		245.875		244.652		244.263	242.995	245.531
2021	248.287		253.289		257.777		260.464		262.716		265.631		258.646	253.721	263.572



WASTE CONNECTIONS LONE STAR, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Able Moreno; District Manager

Phone: (817) 222-2221

City of KENNEDALE RATE SHEET

Effective: 2/1/2022 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	<u>\$10.31</u>	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	<u>\$4.14</u>	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	<u>\$22.92</u>	per month, 2xwk per Commercial Hand Collect Unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	84.17	126.98	172.95	239.76	345.04	461.78	31.21
3 Cubic Yd	89.70	143.53	191.81	243.17	355.58	481.94	42.91
4 Cubic Yd	118.35	176.36	268.27	351.80	437.16	511.72	54.60
6 Cubic Yd	150.11	238.24	320.97	421.16	534.93	608.67	60.91
8 Cubic Yd	178.90	298.18	413.77	538.15	610.17	664.01	70.19

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd						
8 Cubic Yd						

Containers w/ Casters \$ 42.01 per month

Containers w/ Locks or Gates \$ 10.19 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS			TONNAGE		DRY-RUNS
	HAUL	DELIVERY	DAILY RENT			
20 Cubic Yd	300.25	108.35	5.43	31.86		89.23
30 Cubic Yd	300.25	108.35	5.43	31.86		89.23
40 Cubic Yd	300.25	108.35	5.43	31.86		89.23

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



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						Extra-Lifts
	1	2	3	4	5	6	
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

Resi is billed through the City
Commercial & Roll Off is billed thru us
Company ID 004 Service Area KND

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				TONNAGE	DRY-RUNS
	HAUL	DELIVERY	DAILY RENT			
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

KENNEDALE UPFRONT

(INCLUDES: DEL, 4-TONS, 1-HAUL, 3-DAYS/RENTAL, 8.25% TAXES)

20YD: \$547.06

30YD: \$547.06

40YD: \$547.06

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

SEVENTH AMENDMENT

This Seventh Amendment (“Agreement”) is entered into effective February 1, 2022, 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”), a Second Amendment to Contract with an effective date of May 14, 2015 (the “Second Amendment”), a Third Amendment to Contract with an effective date of September 18, 2017 (the “Third Amendment”), a Fourth Amendment to Contract with an effective date of August 1, 2018 (the “Fourth Amendment”), a Fifth Amendment and Extension Agreement with an effective date of November 19, 2019 (the “Fifth Amendment”), and a Sixth Amendment with an effective date of November 1, 2020 (the “Sixth Amendment”) (with the Original Contract, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment collectively referred to as the “Contract”); and

WHEREAS, the purpose of this Agreement is 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. 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.”
2. Reaffirmation. The parties hereby restate and reaffirm their agreement with all of the terms and provisions of the Contract, as amended hereby.
3. 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
KENNEDEALE, TX 76060

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

BY: _____
LINDA RHODES, MAYOR

BY: _____

DATE: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
Rate Sheet



WASTE CONNECTIONS LONE STAR, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Able Moreno; District Manager

Phone: (817) 222-2221

City of KENNEDALE
RATE SHEET

Effective: 2/1/2022 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	<u>\$10.31</u>	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	<u>\$4.14</u>	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	<u>\$22.92</u>	per month, 2xwk per Commercial Hand Collect Unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	84.17	126.96	172.95	239.76	345.04	481.78	31.21
3 Cubic Yd	89.70	143.53	191.81	243.17	355.58	481.94	42.91
4 Cubic Yd	118.35	176.36	268.27	351.80	437.16	511.72	54.60
6 Cubic Yd	150.11	238.24	320.97	421.16	534.93	608.67	60.91
8 Cubic Yd	178.90	298.18	413.77	538.15	610.17	664.01	70.19

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd							
8 Cubic Yd							

Containers w/ Casters \$ 42.01 per month

Containers w/ Locks or Gates \$ 10.19 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS						DRY-RUNS
	HAUL	DELIVERY	DAILY RENT	TONNAGE			
20 Cubic Yd	300.25	108.35	5.43	31.86			89.23
30 Cubic Yd	300.25	108.35	5.43	31.86			89.23
40 Cubic Yd	300.25	108.35	5.43	31.86			89.23

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

CONSOLIDATED CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE & RECYCLE COLLECTION

THIS CONSOLIDATED CONTRACT (the "CONTRACT") is made and entered into on November 1, 2007, by and between the CITY OF KENNEDALE, a municipal corporation of Tarrant County, Texas (hereinafter referred to as "CITY") and IESI TX Corporations, a Texas corporation ("CONTRACTOR"), authorized to do business in the State of Texas (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY desires to provide residential and commercial customers within its corporate limits with solid waste collection, transport, disposal and recycling services for a term of five (5) years ending January 31, 2013; and

WHEREAS, the CONTRACTOR has provided the CITY with a response to its Request for Proposals (RFP) dated October 25, 2007 for solid waste disposal and recycling services on a Contract basis.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the public health of the citizens of the CITY it is hereby understood and agreed by the parties hereto as follows:

1. Grant. To the extent permitted by law, CITY hereby grants to CONTRACTOR a Contract with the exclusive franchise, license, and privilege to engage in the business of collecting and disposing of all residential and commercial Acceptable Waste, Construction and Demolition Waste, and Recyclable Materials as defined herein below which is generated within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for said business during the term of this Contract. The CITY hereby grants to the CONTRACTOR, in accordance with the CITY'S ordinances and regulations governing the collection and disposal of Acceptable Waste, the title to all Acceptable Waste collected and disposed of by the CONTRACTOR, over, upon, along and across the CITY'S present and future streets, alleys bridges and public properties. All title to and liability for materials excluded from this Contract shall remain with the generator of such materials.
2. Term. The term of this Contract shall be for five (5) years commencing on February 1, 2008 and terminating on January 31, 2013. The term may be renewed for two (2) successive terms of five (5) years each, by mutual consent of the parties hereto.
3. Definitions. Wherever used herein, the hereinafter listed terms shall have the following meanings:
 - A. Acceptable Waste: Any and all waste that is solid waste, including brush, garbage, yard waste and trash, as solid waste is defined under the laws of the

United States and/or the State of Texas and/or the regulations promulgated thereunder and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste", as defined herein.

- B. Bulky Item: Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.
- C. By-Products With Residual Value: Any excess industrial, manufacturing or commercial by-products or significant and constant volumes of materials of a company which have a residual value on the open market, (such as cardboard and packing materials).
- D. Brush: Tree and shrub trimmings which are not easily placed in disposable containers.
- E. Commercial Containers: Metal containers supplied by CONTRACTOR affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- F. Construction and Demolition Waste: Acceptable Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Unacceptable Waste or Bulky Items.
- G. Curbside Service: Acceptable Waste or Recyclable Materials to be picked up by the CONTRACTOR will be located at the curbside of the street bearing the customer's address or, if there is no curb, where the customer's property line meets the street.
- H. Debris: Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames, or large, uncut dead trees.
- I. Bags or Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty three (33) gallons or less and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.
- J. Garbage: Refuse animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste which is damp or capable of emitting noxious odors.

- K. **Handicapped Residential Unit:** Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Acceptable Waste at the curbside, and that generates and accumulates Acceptable Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the CONTRACTOR.
- L. **Hazardous Waste:** Waste identified or listed as hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.
- M. **Multiple-Family/Apartment Residential Complex:** A structure in which three (3) or more families reside and claim as their permanent address.
- N. **Permanent Containers:** Any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty three (33) gallons or less and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds. It is recommended that plastic bags be used along with permanent containers to prevent spillage on CITY streets.
- O. **Recyclable Materials:**
- | | |
|---|---|
| Metal Cans: | Rinse metal cans and place in bins composed of tin, steel or aluminum. |
| Aluminum Cans: | Aluminum drink cans. |
| Glass: | Clear, green and brown glass bottles and jars. No mirrors, window glass, plate glass, light bulbs or ceramics. |
| Plastic Bottles: | Only plastic bottles with recycling symbols, #1, #2, #3, #4, #5, #6, and #7. Examples include milk bottles, soft drink liter bottles, detergent bottles, cleaning bottles and shampoo bottles. Rinse and remove lids. |
| Newspapers, Magazines, Catalogs | Newspapers, magazines, and catalogs including slick and glossy inserts. |
| Junk Mail, Cardboard
Mixed Household Paper | Junk mail, envelopes, cereal boxes, cardboard, chipboard and other household paper placed inside the bin. No tissues, wet paper or paper contaminated with food |

products are acceptable. All cardboard must be broken down to a size that will fit inside the bin.

Other:

Items that are identified as recyclable by the CITY, CONTRACTOR, or as the result of changes in any local, state, or federal laws, ordinances, or regulation.

- P. Recycling Containers: Thirty (30) roll off container provided by CONTRACTOR for each residential Customer to utilize. Any container must be approved by the City Council.
- Q. Single-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Acceptable Waste.
- R. Special Waste: Any waste, even though it may be part of a delivered load of waste excluding insignificant quantities found in residential, commercial or industrial waste, which is:
- (1) defined as such by the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder; or
 - (2) medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities; and
 - (3) dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of the CITY; or
 - (4) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or
 - (5) liquid waste, which for the purposes of this Contract means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095); or
 - (6) waste from an industrial process; or
 - (7) waste from a pollution control process; or
 - (8) waste transported in a bulk tanker; or
 - (9) friable and/or nonfriable asbestos waste; or

- (10) empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
 - (11) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
 - (12) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition; or
 - (13) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or
 - (14) residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the Effective Date of this Contract, requires special or additional management that differs from the requirements applicable on the Effective Date of this Contract; or
 - (15) any waste that requires other than normal handling, storage, management and/or disposal.
- S. Trash: All household refuse other than garbage, debris, brush, household furniture and appliances. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, Recyclable Waste, old clothes and other household trash of like kind, but shall not include Hazardous Wastes.
- T. Unacceptable Waste: Any and all waste that is either:
- (1) waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated thereunder; or
 - (2) "Hazardous Waste", as defined herein; or
 - (3) waste which is prohibited from disposal at the Landfill by CONTRACTOR including tires, concrete, and bulk petroleum or chemical products or by-products; or
 - (4) liquid waste, as defined herein, and septic tank pumpings and grease and grit trap wastes; or

- (5) sludge waste, including water supply treatment plant sludges and stabilized, and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or
- (6) dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of the CITY; or
- (7) any waste, including "Special Waste" as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical, infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by CONTRACTOR in its sole discretion.

U. White Good: Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

V. Yard Waste: Grass or shrubbery cuttings, leaves, tree limbs (less than 31 in length) and other materials accumulated as the result of the care of lawn, shrubbery, vines and trees. Yard waste does not include food wastes from gardens such as fruits or vegetables.

4. Single-Family Residential Units

A. Duties and Obligations of Single- Family Residential Unit: Every owner, agent, lessee, tenant or occupant of any single-family residential premises in the CITY ("residential customer") shall have the following duties and obligations:

- (1) Brush and Trash: Each residential customer shall place brush or trash which cannot be placed in disposable containers or permanent containers into lengths not to exceed four (4) feet and with a weight not to exceed fifty (50) pounds, tie same in bundles, and stack such brush or trash at curbside (as is hereinafter provided).
- (2) Containers Secured: Each residential customer shall keep all such containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.
- (3) Draining Liquids: Each residential customer shall drain all Acceptable Waste and Recyclable Materials mixed with water or other liquids before placing the same into appropriate containers.

- (4) Items Exceeding Fifty (50) Pounds: No residential customer shall place for collection, or permit to be placed for collection, any permanent container, disposable container, item, or bundle of brush or trash exceeding fifty (50) pounds in weight.
- (5) Placement of Waste and Materials: Each residential customer shall place appropriate containers containing Acceptable Waste at the curbside on the street bearing such residential customer's address in such a manner as to be easily accessible for collection and as to prevent Acceptable Waste from being scattered.
- (6) Residential Containers: Each residential customer shall provide and use containers (disposable or permanent) sufficient in number to hold the Acceptable Waste accumulating on the premises.
- (7) Unacceptable Waste: No residential customer shall place for collection, or permit to be placed for collection, any Unacceptable Waste.
- (8) Time of Placement of Waste and Materials: All appropriate containers and bundled brush required to be located at the curbside shall be placed at the prescribed curbside locations not more than twelve hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day.
- (9) Vines and Bushes: Each residential customer shall place all vines and thorny bushes in disposable containers.
- (10) Waste and Materials in Containers: Each residential customer shall place all Acceptable Waste (including brush, if the size of the brush allows) in either disposable containers or permanent containers.
- (11) Notwithstanding anything to the contrary contained herein, the CONTRACTOR agrees to assist Handicapped Residential Units with house-side collection of their Acceptable Waste; provided, that the CONTRACTOR receives prior written notice from the Handicapped Residential Unit of such special need. The CITY shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

B. Contractor's Duties and Obligations – Residential: It shall be the duty and obligation of CONTRACTOR to perform the following services:

- (1) Collection: CONTRACTOR agrees to make two (2) weekly collections for Acceptable Waste. CONTRACTOR shall not commence service to

residential customers prior to 7:00 a.m. and no collections will be made on Sundays. Collections may be made on designated holidays that do not fall on a Sunday, but shall not be required. CONTRACTOR shall provide collection services to residential customers in the manner specified herein.

- (2) Customer Service Number: CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. weekdays and Saturday 8:00 a.m. to 3:00 p.m. every day except Sunday and the holidays set forth in Section (6.L.) herein, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR.
- (3) Equipment and Services Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste or Recyclable Materials from premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste or debris.
- (4) Take-all Service: CONTRACTOR shall collect all items placed on the curb as part of the regular waste collection cycle providing that the items are acceptable for landfill disposal and the items are containerized in a can, bag or box. Brush and tree limbs must be tied in bundles not to exceed four (4) feet in length and fifty (50) pounds in weight. This service includes construction and fencing materials generated by the homeowner resulting from repair and remodeling projects as long as said materials are containerized or tied in bundle's not to exceed four (4) feet in length and fifty (50) lbs. in weight.

Bulky items and White Goods including stoves, furniture, water heaters, dishwashers, etc., when placed on the curb, will be picked up as part of normal service collections. Federal Law prohibits the collection of refrigerator or freezer units unless certification is provided that CFC's have been removed by a certified technician.

- (5) Landfill Disposal and Vehicle Standards: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable

Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or properties adjacent thereto and shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name in letters not less than four (4) inches in height and shall be individually numbered. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition.

- (6) Annual Clean-Up Events and Landfill Use: CONTRACTOR shall plan two bulky item and brush clean-up events each calendar year. They will be in the second week of April and the second week of October. CONTRACTOR shall provide eight (8) free roll offs per event at a location specified by the CITY. Each residential unit is also entitled to one (1) free landfill trip at the IESI Fort Worth C&D Landfill.
- (7) Large Objects/Large Quantity: The CONTRACTOR agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a residential customer, CONTRACTOR agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual Contract between CONTRACTOR and residential customer, the CONTRACTOR shall perform the service. The agreed upon fee for the service shall be paid by the residential customer immediately upon completion of the work performed. (See Section "6.E." for more information.)
- (8) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Sundays. Collections may be made on designated holidays that do not fall on a Sunday, but will not be required. (See Section "6. L." for more information about holidays).
- (9) Residential Recycling Containers: CONTRACTOR shall provide a drop off location for Recyclable Materials. Such container shall be located at the IESI Fort Worth C&D Landfill and accessible to residential customers during normal landfill operating hours.
- (10) Routes and Schedules: CONTRACTOR agrees to establish daily routes and special schedules for the collection of Acceptable Waste as necessary to fulfill the requirements of this Contract. Further, CONTRACTOR will utilize written route books for use in the collection of Acceptable Waste from all residential customers. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

- (11) Christmas Tree Pick up: See Section 6.D.
- (12) Recycling Education: CONTRACTOR shall continue an ongoing public education program to encourage citizen participation in recycling including but not limited to informational flyers or brochures (with a detailed description of recycling program). CONTRACTOR shall also report to the City Council of CITY one (1) time annually to appraise the City Council on educational programs and participation in recycling.

C. Residential Charges

- (1) Customer Billing: CITY agrees to bill all residential customers served by CONTRACTOR. CITY further agrees to collect and remit all sales taxes to the appropriate governmental authority and shall issue to CONTRACTOR a Resale Certification.
- (2) CONTRACTOR agrees to provide, at no cost to the residential customer or the CITY, collection of Acceptable Waste from up to twenty-eight (28) residential units inhabited by Senior Citizens meeting the CITY's eligibility requirements. The CITY shall furnish CONTRACTOR the names and addresses of the qualifying Senior Citizens.
- (3) Payment to CONTRACTOR: CITY agrees to pay to CONTRACTOR on or before the 15th day of each month following the services provided. Example - Service begins November 1st with the first payment due on or before December 15th and each month thereafter. The appropriate charges as herein provided:
 - a. Residential Acceptable Waste Charges: For the Contract granted herein, CONTRACTOR agrees to pay a franchise fee to the CITY in an amount equal to 6% of the gross billings (excluding all appropriate sales taxes) from the collection of Acceptable Waste within the corporate limits of the CITY and 4% of the gross billings for billing and collection fee, for a total of 10%. CITY shall remit to the CONTRACTOR its check in the amount of 90% of all amounts billed for residential garbage and recycling service for Acceptable Waste. The 10% not remitted for residential billings shall become the property of the CITY.

Any billing that the CITY may do for the Acceptable Waste collection service to residential customers outside the CITY limits of Kennedale, CONTRACTOR agrees that the CITY shall retain 10% for the collection.

- (4) Residential Acceptable Waste: CITY and CONTRACTOR agree that the MONTHLY CUSTOMER SERVICE CHARGE for residential customers shall be as described on ATTACHMENT "A".
- (5) Residential Recycling: CITY and CONTRACTOR agree that the curbside residential recycling monthly service charge may be implemented during the term of this Contract upon service being initiated.
- (6) Rate Adjustments: No rate adjustment will be made in the first year of the contract (February 1, 2008 – January 31, 2009). Beginning February 1, 2009 rates may be adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) for the Dallas-Fort Worth Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. The measured increase will span a twelve month period (beginning August 1 and ending July 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before January 15th of the numbered year, beginning January 15, 2009.
- (7) In addition to the above CPI adjustment, the CITY may consider a discretionary rate adjustment to offset unusual changes in CONTRACTOR'S cost of operations due to, or directly resulting from, increased fuel costs, ad valorem taxes, governmental fees, landfill costs, or regulations or revised federal, state or local laws, ordinances or regulations. CONTRACTOR may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact in providing the services described in this Consolidated Contract as they relate directly to the CITY. The City Council shall have authority, in its sole discretion, to determine the validity of any such request for a change in rates. The CITY shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the CITY fails or refuses to consent to any such requested rate increase and the CONTRACTOR can demonstrate that such rate increase is necessary to offset the CONTRACTOR'S increased costs in connection with performing the services under this Agreement, the CONTRACTOR may, in its sole discretion, terminate this Agreement upon one hundred eighty (180) days written notice to the CITY.

Other than the foregoing, no other rate adjustments shall be considered by the CITY.

5. Commercial, Industrial, and Multi-Family/Apartment

A. Duties and Obligations of Commercial, Industrial, and Multi-Family/Apartment Customers: Every owner, agent, employee or person otherwise in charge of any commercial, industrial, or multi-family/apartment premises within the CITY ("commercial customer") shall have the following duties and obligations:

- (1) Containers Secured: Each commercial customer shall keep all commercial containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.
- (2) Draining Liquids: Each commercial customer shall drain all Acceptable Waste or Recyclable Materials mixed with water or other liquids before placing same into a commercial container, and, further, no commercial customer shall place for collection, or permit to be placed for collection, any Hazardous Waste or Special Waste.
- (3) Sufficient Containers: Each commercial customer shall be provided by CONTRACTOR containers sufficient in number to hold the Acceptable Waste or Recyclable Materials accumulating on the premises.
- (4) Waste and Materials in Containers: Each commercial customer shall cause all Acceptable Waste or Recyclable Materials accumulating on such premises to be placed in commercial containers. Commercial customers shall place said containers in a certain designated location which is agreed to by CONTRACTOR and customer, bearing such commercial customer's address for collection at the same time and in the same manner as is provided for residential refuse collection. The location of the commercial customer's container shall be placed such that no damage results to the pavement or asphalt surfaces. CONTRACTOR shall not be liable for damages to pavement or asphalt surfaces which result from the container being placed in such location.

B. Contractor's Duties and Obligations – Commercial, Industrial, and Multi-Family/Apartment: It shall be the duty and obligation of CONTRACTOR to perform the following services:

- (1) Containers: CONTRACTOR shall provide all commercial containers for Acceptable Waste or Recyclable Materials storage which are available upon request of the owner or occupant of any premises within the corporate limits of CITY, excluding single family and two family residences. The commercial containers provided by CONTRACTOR shall be (i) equipped with suitable covers to prevent blowing or scattering of Acceptable Waste or Recyclable Materials while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and

in a sanitary condition, and (iii) clearly marked with the CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height, and (iv) emptied not less than one time each week.

- (2) Customer Service Number: CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. weekdays and Saturday 8:00 a.m. to 3:00 p.m. every day except Sunday and the holidays set forth in Section "6K" herein, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR.
- (3) Equipment Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste or Recyclable Materials from premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste or debris.
- (4) Large Objects/Large Quantity: The CONTRACTOR agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a customer, CONTRACTOR agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual Contract between CONTRACTOR and customer, the CONTRACTOR shall perform the service. The agreed upon fee for the service shall be paid by the customer immediately upon completion of the work performed.
- (5) Lawful Disposal: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or properties adjacent thereto and shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name in letters not less than four (4) inches in height and shall be individually numbered. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition.

- (6) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Sundays. Collections may be made on designated holidays that do not fall on a Sunday, but shall not be required.
- (7) Routes and Schedules: CONTRACTOR agrees to establish daily routes and special schedules for the collection of Acceptable Waste as necessary to fulfill the requirements of this Contract. Further, CONTRACTOR will utilize written route books for use in the collection of Acceptable Waste from all commercial customers. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

C. Commercial, Industrial, and Multi-Family/Apartment Charges

- (1) Commercial, Industrial, and Multi-Family/Apartments Acceptable Waste: CITY and CONTRACTOR agree that the commercial/industrial/multi-family/apartments monthly service charges shall be provided in ATTACHMENT "A", which is attached hereto and incorporated herein by reference.
- (2) Commercial Recycling Charges: The service charge for commercial recycling shall be as specified in ATTACHMENT "A".
- (3) Customer Billing: CONTRACTOR agrees to bill all commercial customers served by CONTRACTOR. CONTRACTOR further agrees to collect and remit all sales taxes to the appropriate governmental authority.
- (4) Payment to CITY: CONTRACTOR agrees to pay to CITY on or before the 15th day of each month the appropriate charges as herein provided:
 - a. Commercial, Industrial and Multi-Family/Apartments Acceptable Waste Charges and Commercial, Industrial and Multi-Family/Apartments Recycling Charges: For the Contract granted herein, CONTRACTOR agrees to pay a franchise fee to the CITY in an amount equal to 10% of the gross billings(excluding all appropriate sales taxes) from the collection of Acceptable Waste and Recyclable Materials within the corporate limits of the CITY. CONTRACTOR shall remit to the CITY a check in the amount of 10% of all amounts billed for commercial/industrial Acceptable Waste and recyclables collected.
- (5) Rate Adjustments: No rate adjustment will be made in the first year of the contract (February 1, 2008 – January 31, 2009). Beginning February 1,

2009 rates may be adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) for the Dallas-Fort Worth Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. The measured increase will span a twelve month period (beginning August 1 and ending July 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before January 15th of the numbered year, beginning January 15, 2009.

- (6) In addition to the above CPI adjustment, the CITY may consider a discretionary rate adjustment to offset unusual changes in CONTRACTOR'S cost of operations due to, or directly resulting from, increased fuel costs, ad valorem taxes, governmental fees, landfill costs, or regulations or revised federal, state or local laws, ordinances or regulations. CONTRACTOR may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact in providing the services described in this Consolidated Contract as they relate directly to the CITY. The City Council shall have authority, in its sole discretion, to determine the validity of any such request for a change in rates. The CITY shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the CITY fails or refuses to consent to any such requested rate increase and the CONTRACTOR can demonstrate that such rate increase is necessary to offset the CONTRACTOR'S increased costs in connection with performing the services under this Agreement, the CONTRACTOR may, in its sole discretion, terminate this Agreement upon one hundred eighty (180) days written notice to the CITY.

Other than the foregoing, no other rate adjustments shall be considered by the CITY.

6. Miscellaneous

- A. Assignment of Contract: This Contract and any and all rights and obligations of CONTRACTOR hereunder may be assigned by CONTRACTOR to any parent company, affiliate, or subsidiary of CONTRACTOR without the consent of CITY, but may not be assigned to any other third party without the prior written consent of the CITY'S City Council.
- B. Applicable Law: CITY and CONTRACTOR (and customers) shall comply with all rules and regulations of any federal, state or local authority. In this regard, CONTRACTOR shall not be required to collect and dispose of any Hazardous

Wastes, or any other Unacceptable Waste. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall receive a fee or charge mutually acceptable to CONTRACTOR and the party requesting disposal of such materials. CONTRACTOR further agrees to comply with all applicable state and federal laws regulating collection and disposal of waste.

- C. **Bad Debt Collections and Write-Offs:** The CITY will diligently pursue the collection of bad debts, and those which are deemed uncollectible after 90 days, will be written off annually by the CITY. Write-offs will be adjusted (deducted) from CONTRACTOR'S monthly payment following the date of the write-offs. Although write-offs will be made, CITY will continue to pursue collection and any bad debts collected after any quarterly payment adjustment will be added to the next monthly payment to the CONTRACTOR.
- D. **Christmas Tree Recycling:** CONTRACTOR shall collect Christmas Trees when placed at curbside two times during December 26 through January 9 each year during the term of the Contract. Christmas Trees do not have to be cut or bound in any way and shall be picked-up whole.
- E. **CITY Liaison:** CONTRACTOR and CITY agree that the City Manager will be the authority for the approval of charges for any service not contemplated by this Contract and for the disposition of any dispute between customer and CONTRACTOR. The CITY may designate a CITY employee to act as an enforcement officer hereunder and to act as a liaison between the CITY and CONTRACTOR.
- F. **Contract Execution:** This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- G. **Contract Validity:** If any provision or portion of this Contract is for any reason unenforceable, inapplicable, or invalidated then such provision or portion shall be reformed in accordance with applicable laws and the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable, inapplicable or invalidated provision had never been contained herein. The invalidity, inapplicability, or unenforceability of any provision or portion of this Contract shall not affect the validity, applicability or enforceability of the other provisions or portions of this Contract.
- H. **INDEMNIFICATION:** CONTRACTOR covenants and agrees to fully indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses (including attorney's fees) for property damage or loss, and/or personal injury, including death, to any and all Persons, of whatsoever kind or character, whether real or asserted, caused by any acts or omissions of CONTRACTOR in the performance, attempted

performance or non-performance of the work and services described hereunder including operations of subcontractors, if any, and the acts or omissions of employees or agents of CONTRACTOR. CONTRACTOR shall likewise assume all responsibility and liability for, and shall indemnify and hold harmless the CITY for any and all injury or damage to CITY property caused by all acts or omissions of CONTRACTOR, its officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees, including attorney's fees expended by the CITY in any suit or claim against CONTRACTOR for same. However, CONTRACTOR shall not be liable for any legal proceeding, claims, demands, damages, costs, expenses and attorneys' fees caused by any acts or omissions of the CITY, its agents, directors, employees, officers and servants. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- I. Contractor Insurance: CONTRACTOR shall not commence work under this Contract until Contractor has obtained all the insurance listed below and certificates evidencing such coverage are received by the CITY. Contractor shall include the coverage of all subcontractors in any insurance policy it carries. The CITY also shall be named as an additional insured on each policy required hereunder.

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence; \$1,000,000 in the aggregate
Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$1,000,000 in the aggregate
Automobile Bodily Injury Liability	\$ 1,000,000 per person; \$2,000,000 per occurrence
Automobile Property Damage Liability	\$2,000,000 per occurrence
Excess Umbrella Liability	\$5,000,000 per occurrence

- (1) Local Agent for Insurance and Bonding: The insurance and bonding companies with whom CONTRACTOR's insurance are written shall be authorized to do business in the State of Texas. Each agent shall be a duly qualified Person, upon whom service of process may be had, and must

have authority and power to act on behalf of the insurance to negotiate and settle with the CITY, or any other claimant, any claims that the CITY or other claimant, or any property owner who has been damaged, may have against CONTRACTOR or its insurance company. If the local insurance representative is not so empowered by the insurance, then such authority must be vested in a local agent or claims officer residing in the Fort Worth-Dallas metropolitan area. The name of the agent or agents shall be set forth on all such bonds and certificates of insurance. CONTRACTOR shall keep the required insurance in full force and effect at all times during the term of this Contract, and any renewals thereof. Contractor shall furnish to the CITY a certificate of insurance, evidencing that CONTRACTOR has obtained the required insurance coverage. All policies shall provide that they may not be changed or cancelled by the insurer in less than five (5) days after the CITY has received written notice of such change or cancellation.

- J. Performance Bond: CONTRACTOR agrees that upon the execution of this Contract and before beginning work, it shall execute and deliver to CITY a good and sufficient surety bond in a form acceptable to the CITY, to secure the faithful performance of the terms and conditions herein. The bond shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), and the surety shall be a surety company duly authorized to do business in the State of Texas and approved by the CITY.
- K. Free Service to CITY: CONTRACTOR shall provide free pickup and disposal for all CITY facilities in manners specified by the CITY. The CITY shall also have free dumping privileges during the term of this Contract at the nearest landfill or transfer station used by the CONTRACTOR. Free dumping is interpreted as meaning no charge or cost assessed to CITY vehicles and limited to 300 cubic yards per year.
- L. Holidays/Make-Up Days: CITY and CONTRACTOR agree that the following days shall be recognized as holidays:

New Years Day
Thanksgiving Day
Christmas Day

The CONTRACTOR will collect all Acceptable Waste the next regular scheduled collection day following the holiday, except Sunday, so that each customer receives a minimum of one collection day during any given week which has a holiday on a regular scheduled collection day.

- M. Interruption in Service: In the event that the collection and disposal of Acceptable Waste or Recyclable Materials should be interrupted by any reasons other than a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act

of God, changes in laws, statutes, regulations or ordinances or other similar or different contingency beyond the reasonable control of the CONTRACTOR for more than forty-eight (48) hours, CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide and protect the public health and safety. If such interruption in service continues for a period of seventy-two (72) hours then the CITY shall have the right to terminate the rights and privileges granted in this franchise.

- N. Investigations and Public Hearings: The City Council shall have full power to examine or cause to be examined at any time, and at all times, the books, papers and records of CONTRACTOR with relation to the operation of the services set forth herein. In this connection, the CITY shall have the right, through its Council, to take testimony and compel the attendance of witnesses or the production of books, papers and records and to examine witnesses under oath and under such rules and regulations as it may adopt.
- O. Judicial Interpretation: CITY and CONTRACTOR agree that if any term or provision of this Contract is submitted to a court for judicial interpretation that such court shall not apply the presumption which results from the rule of construction that a document or its contents is to be construed against the person who himself or through his agent prepared the same.
- P. Non-Collection: Should a dispute arise between the CITY, CONTRACTOR, and/or a customer as to whether the CONTRACTOR actually failed to make a collection (whether the CONTRACTOR missed a pickup) the decision of the City Manager in such matter shall be final and CITY and CONTRACTOR agree to abide by said decision. However, it is understood and agreed by and between CITY and CONTRACTOR that if any customer fails to timely place brush, permanent containers, disposable containers, Recyclable Materials or commercial containers out, maintains improper or inadequate containers for the nature, volume, or weight of Acceptable Waste or Recyclable Materials to be removed from the premises, or places improper bundles or volumes of Acceptable Waste or Recyclable Materials for collection, CONTRACTOR may refrain from collecting all or a portion of such Acceptable Waste or Recyclable Materials and shall notify CITY of the reason for such non-collection. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the brush or containers out for collection). Contractor's notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial business, and shall indicate the nature of the violation and the correction required in order that such waste or recycling materials may then be collected at the next regular collection date. When CITY is notified by a customer that Acceptable Waste or Recyclable Materials have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, CITY shall

investigate. If the investigation disclosed that CONTRACTOR has failed to collect Acceptable Waste or Recyclable Materials from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after a collection order is issued by CITY, at no additional charge.

- Q. Records and Reports: The CITY shall have access at all reasonable hours to all CONTRACTOR'S records, customer service cards, and all papers relating to the operation of the services set forth herein. CITY shall have the right to audit CONTRACTOR'S records upon giving written notice.

The following records and reports shall be filed semi-annually (May and November) by the fifteenth (15th) day with the City Manager:

- (1) CONTRACTOR will provide an annual report on cubic yards of garbage deposited at the landfill from CITY. The report will include a breakdown of how much is from residential customers, commercial/industrial customers, CITY facilities, and landfill days.
 - (2) Reports of the results of all complaints and investigations received and completed by the CONTRACTOR.
 - (3) A listing of all commercial accounts served. This list shall include customers name, address, frequency of pickup, size of container or type of service and charges for same.
- R. Revocation: In the event of an alleged breach by CONTRACTOR of any of the terms, covenants, or conditions herein contained, CITY shall notify CONTRACTOR of such alleged breach and if same is not cured within fifteen (15) days from such notice, CITY may, upon a determination (at a hearing as described herein) that a breach has occurred, cancel and revoke this Contract. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to the CONTRACTOR at the address shown on the records of the CITY, and a period of at least ten (10) days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for revocation or cancellation of the Contract. The hearing shall be conducted in public by the CITY'S City Council and the CONTRACTOR shall be allowed to be present and shall be given full opportunity to answer such charges and allegations as are set out against it in the notice. If, after the hearing is concluded, the City Council shall determine that a breach of the terms, covenants or conditions of the Contract, as set forth in the notice, has occurred, they may revoke and cancel this Contract and the same shall be null and void. This Contract may, at the option of the CITY, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by the CONTRACTOR.

- S. Spillage: CONTRACTOR will not be required to clean up or collect loose residential Acceptable Waste or Recyclable Materials not created by its operation, but if same is not collected by CONTRACTOR, CONTRACTOR shall report the location of such conditions to CITY so that proper notice can be given to the occupant of the residence to properly contain such waste or materials. Spillage or excess Acceptable Waste or Recyclable Materials at the location of commercial containers may be picked up by CONTRACTOR after the customer reloads the commercial container. CONTRACTOR shall then be entitled to, and shall receive, an extra collection charge for each reloaded container requiring an extra collection provided CONTRACTOR notifies CITY of such extra charge. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of such customer's Acceptable Waste or Recyclable Materials or require the customer to utilize a commercial container with a larger capacity and CONTRACTOR shall be compensated for such additional services as provided in ATTACHMENT "A".
- T. Due Care. The CONTRACTOR shall exercise due care and caution in providing the Services so that the CITY'S public and private property, including streets and parking areas, will be protected and preserved.
- U. Personnel and Performance Standards. The CONTRACTOR shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The CONTRACTOR, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Contract and any extension thereof, the CONTRACTOR shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.
- V. Governing Law. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Contract, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses

of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

- W. Force Majeure The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Contract will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

IESI TX CORPORATION

By: _____

Name: _____

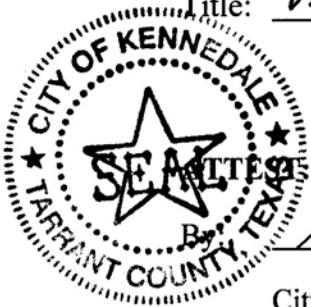
Title: _____

CITY OF KENNEDALE

By: _____

Name: _____

Title: _____



By: Katrina Turner
City Secretary



IESI TX CORPORATION

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Bob Kneis; District Manager

Phone: (817) 222-2221

City of Kennedale (Option 2) RATE SHEET

Effective: 2/1/2008

RESIDENTIAL CURSIDE COLLECTION:	<u>\$8.08</u>	per month
RESIDENTIAL CURBSIDE COLLECTION WITH RECYCLING:	<u>\$10.51</u>	per month
COMMERCIAL HAND COLLECT:	<u>\$18.00</u>	1X per week (includes 96 gallon cart)
	<u>\$25.00</u>	2X per week (includes 96 gallon cart)

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	66.02	99.60	135.68	188.08	270.67	362.26	24.47
3 Cubic Yd	70.33	112.59	150.47	190.75	278.94	378.06	33.65
4 Cubic Yd	92.85	138.36	210.45	275.95	342.94	401.43	42.83
6 Cubic Yd	117.76	186.89	251.79	330.39	418.75	477.49	48.93
8 Cubic Yd	140.34	233.91	324.59	422.16	478.65	520.90	55.05

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE
8 Cubic Yd	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE

Containers w/ Casters	\$ 35.00 per month
Containers w/ Locks or Gates	\$ 8.00 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				ROLL OFF COMPACTORS			
	HAUL	LF Fee	DELIVERY	DAILY RENT	HAUL	RENTAL	WASH-OUT	DRY-RUNS
20 Cubic Yd	235.50	\$25 per ton	85.00	4.25	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	70.00
30 Cubic Yd	235.50	\$25 per ton	85.00	4.25	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	70.00
40 Cubic Yd	235.50	\$25 per ton	85.00	4.25	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	70.00

Franchise and Billing Fees:

Residential:	10.0%
Commercial:	10.0%

* All rates are inclusive of all franchise and billing fees



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.1.

SUBJECT

CASE #PZ 22-07 — Conduct a public hearing and consider an Ordinance regarding a request by H. Nemat for rezoning from R3 Single-Family Residential to R4 Single-Family Residential for approximately 2.74 acres located at 1200, 1220, and 1224 Mansfield Cardinal Road, in the B. Jopling Survey, Abstract 880 and the J. Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	R3 Single-Family Residential to R4 Single-Family Residential
Applicant	H. Nemat
Location	1200, 1220, and 1224 Mansfield Road
Surrounding Uses	Single-Family Residential, General Commercial, Industrial
Surrounding Zoning	R2, R3, C2, I, PD-I
Future Land Use Plan Designation	Neighborhoods & Neighborhood Corridor
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

All three tracts of land are currently vacant.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is located west of the intersection at Mansfield Cardinal Road and S Eden Road. Mansfield Cardinal Road is characterized by a variety of single-family homes. Given the location of these lots, it could be either residential or commercial. The lot across the street to the North is also vacant and currently zoned commercial (C2). The area to the West, along S Eden Road, has industrial uses.

STAFF REVIEW

Future Land Use Plan

The Future Land Use Plan indicates this property as Neighborhoods & Neighborhood Corridor.

RELATED GOALS FROM THE COMPREHENSIVE LAND USE PLAN

The comprehensive plan goal related to this rezoning request falls under:

- *Principle 2: Economic Prosperity. Promote Access to Housing.*
Providing housing options for people of varying financial means and residential preferences. Provide the regulatory framework and developer support to provide quality housing for residents.

City Council Ends Statements and Goals

- Well-planned community based on principles of a connected city, economic prosperity, and a thriving community.

SUMMARY

This request is identical to a case heard by the P&Z Commission and the Council in October of 2021. However, when that case was presented, staff made an error in stating that the acreage of the three lots was a total of 1.474, which has now been corrected here to 2.74 acres. When the case was originally heard, the Commission voted unanimously to recommend approval to the Council of CASE #PZ 21-14. The Council voted unanimously (4-0) to deny the request, with Councilmember Mitchell being absent. Though no other information has changed, a new case number has been assigned to reflect the current year.

The property has been vacant for many years. The growth in the area along with the surrounding development in the immediate vicinity has made this property viable for development.

The applicant is proposing to change the zoning from R3 Single-Family Residential to R4 Single-Family Residential. The development will be required to meet standards for R4 zoning, which allows for 50-foot widths and must meet all requirements for single-family development. This development would provide quality housing for residents of Kennedale. The proposed residential development is consistent with the surrounding uses, and the proposed zoning is compatible.

The 2012 Comprehensive Plan designates the subject property as Neighborhoods and Neighborhood Corridors. The request to rezone to R4 is consistent with the Future Land Use Map.

RECOMMENDATION

During a Regular Meeting on February 10, 2022, the P&Z Commission voted unanimously to recommend approval of this request (with David Dickinson-Cuniff abstaining due to his ownership of land in proximity to this property). Staff would also recommend approval.

When available, preliminary site plans and/or drawings may be included for informational purposes. However, the hearing of this case should focus upon the appropriateness of the zoning requested rather than any specifics regarding potential drawings or site plans, which would be reviewed and evaluated at a later date, if and when final documents are submitted.

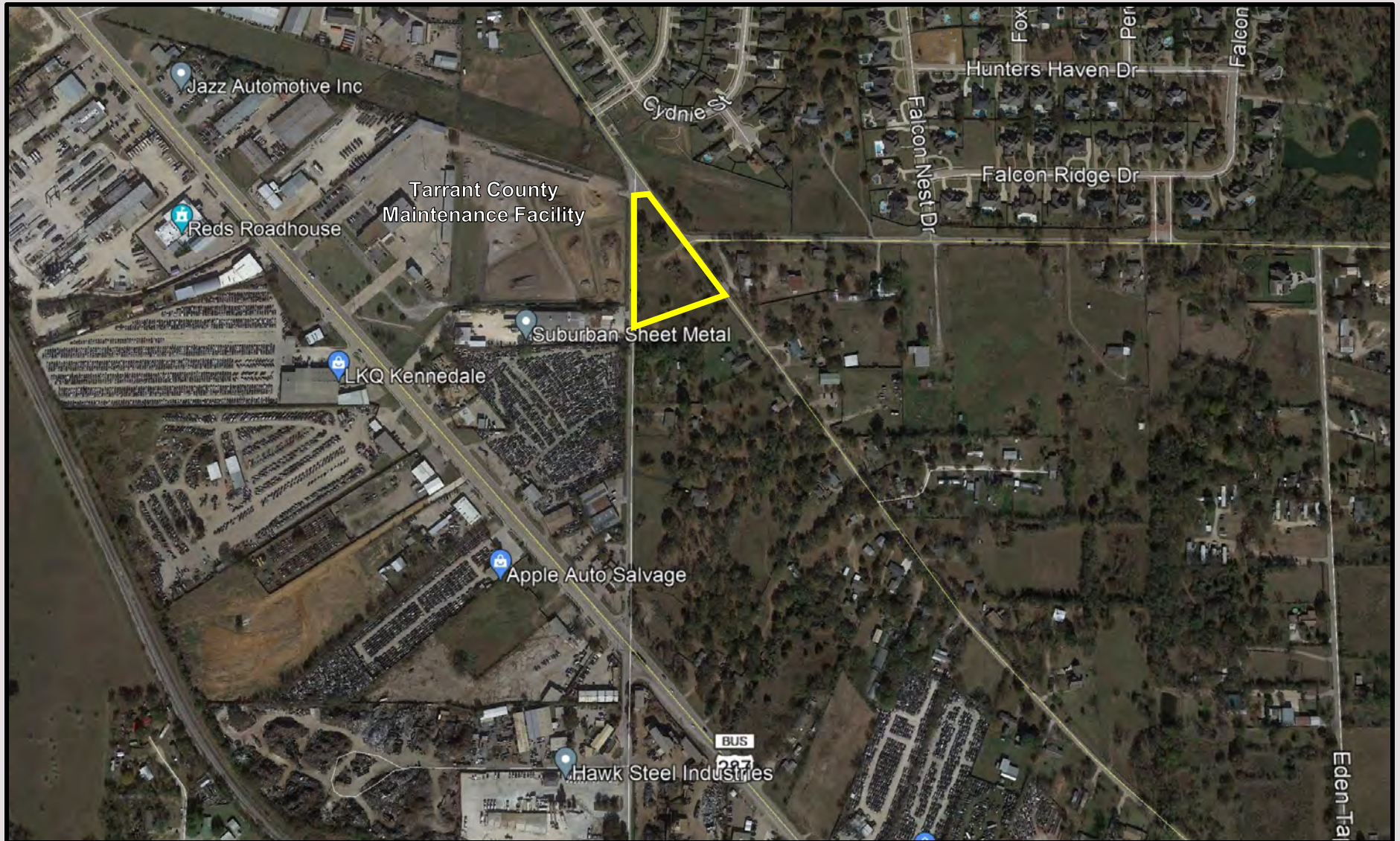
ACTION BY COUNCIL

- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny the request.

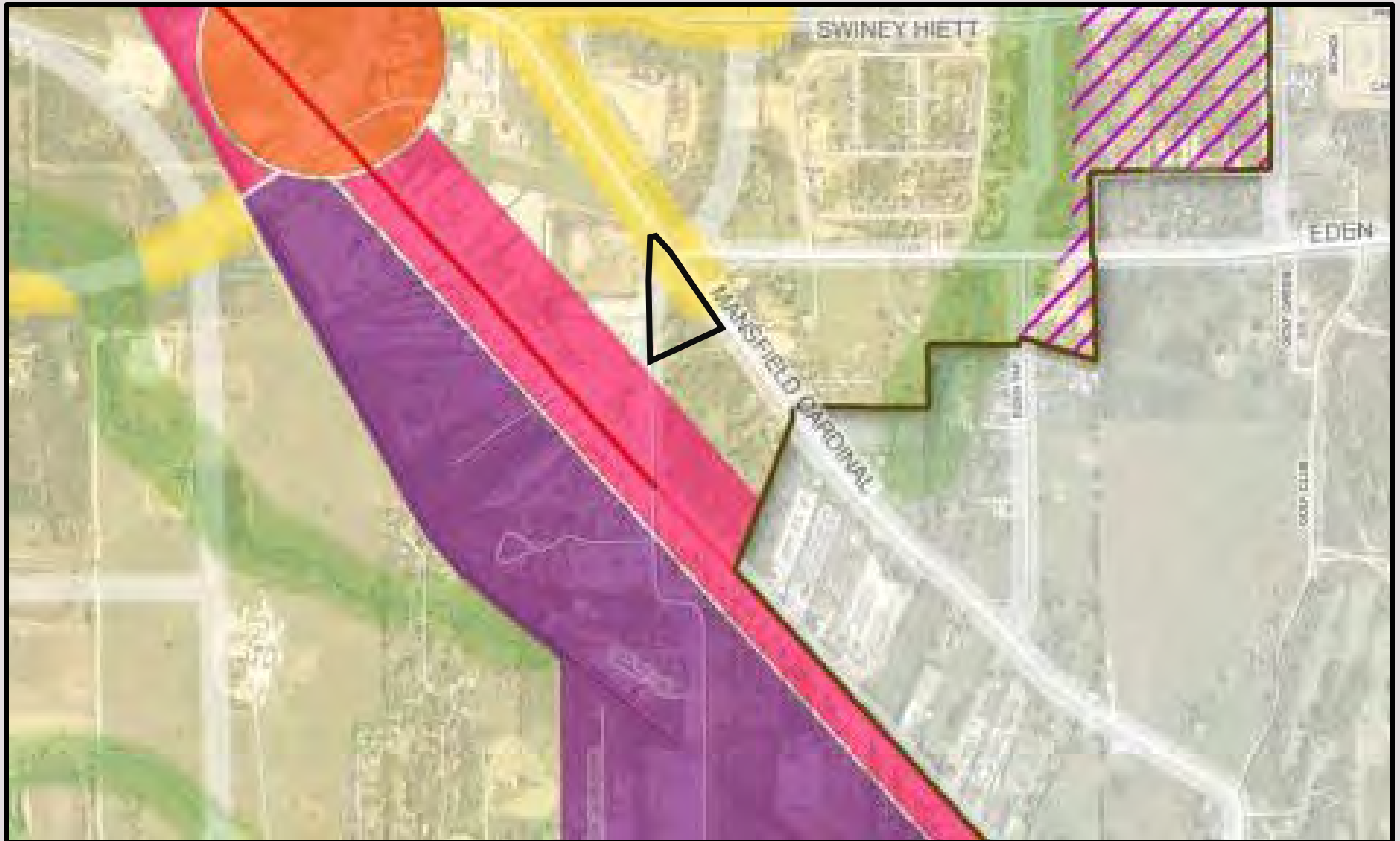
ATTACHMENTS

1.	1200 Cardial Aerial	1200 Cardial Aerial.pdf
2.	1200 Cardinal FLU	1200 Cardinal FLU.pdf
3.	1200 Cardinal Zoning	1200 Cardinal Zoning.pdf
4.	X - PZ22-07 Rezoning 1200, 1220 and 1224 Mansfield Road to R4	X - PZ22-07 Rezoning 1200, 1220 and 1224 Mansfield Road to R4.pdf

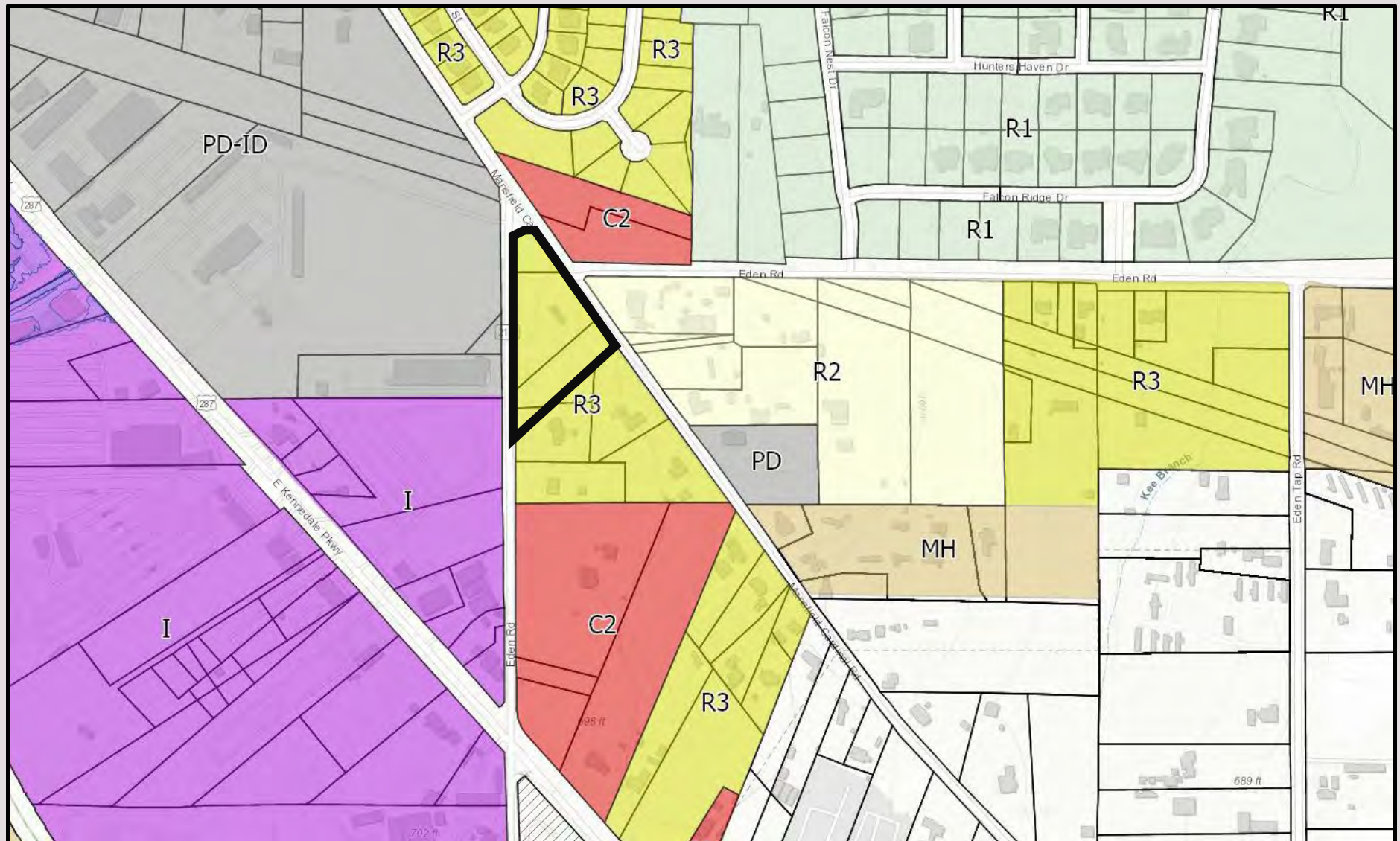
**1200, 1220 & 1224
MANSFIELD CARDINAL RD.**



MANSFIELD CARDINAL RD FUTURE LAND USE



MANSFIELD CARDINAL RD. ZONING MAP



ORDINANCE NO. ____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE, BEING AN APPROXIMATELY 2.74-ACRE TRACT DESCRIBED AS 1200, 1220, AND 1224 MANSFIELD CARDINAL ROAD SITUATED IN THE B. JOPLING SURVEY, ABSTRACT 880 AND THE J RUSSELL SURVEY, ABSTRACT 1361, TRACTS 1D, 10A AND 10B, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM "R-3" SINGLE-FAMILY RESIDENTIAL DISTRICTS TO "R-4" SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council has determined that the "R-4" Single-Family Residential District is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan, and with the standards in the Unified Development Code; and

WHEREAS, the requested change in zoning classification is consistent with the City's comprehensive plan and any applicable adopted plans and the City Council has weighed plan goals, policies, and strategies and finds that the requested change provides a public benefit; and

WHEREAS, the requested change in zoning classification protects the existing character of neighboring properties and uses, and does not cause significant adverse impacts on surrounding properties; and

WHEREAS, the requested change in zoning classification will not result in significant adverse fiscal or economic impacts on the City; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 10th day of February, 2022 and by the City Council of the City of Kennedale on the 15th day of February, 2022 with respect to the zoning change described herein; and

WHEREAS, all requirements of law dealing with notice to property owner, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

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

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

SECTION 1. The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and/or restricted as shown and described below:

An approximately 2.74-acre tract described as 1200, 1220, and 1224 Mansfield Cardinal Road situated in the B. Jopling Survey, Abstract 880 and the J Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, is rezoned from "R3" Single-Family Residential Districts to "R-4" Single-Family Residential District.

SECTION 2. The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provisions of transportation water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community. The recitals of this Ordinance are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein, and the City Council further finds that all special review criteria and general review criteria of the Unified Development Code, including section 22.7, have been reviewed and the change in zoning classification complies with all applicable review criteria.

SECTION 3. The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 4. This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. All rights or remedies of the City of Kennedale, Texas are expressly saved as to any and all violations of the Unified Development Code, as amended, that have accrued at the time of the effective date of this Ordinance as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs 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 8. The City Secretary of the City of Kennedale is hereby directed to publish this ordinance or caption to the extent required by law.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 15TH DAY OF FEBRUARY 2022.

APPROVED:

MAYOR LINDA RHODES

[CITY SEAL]

ATTEST:

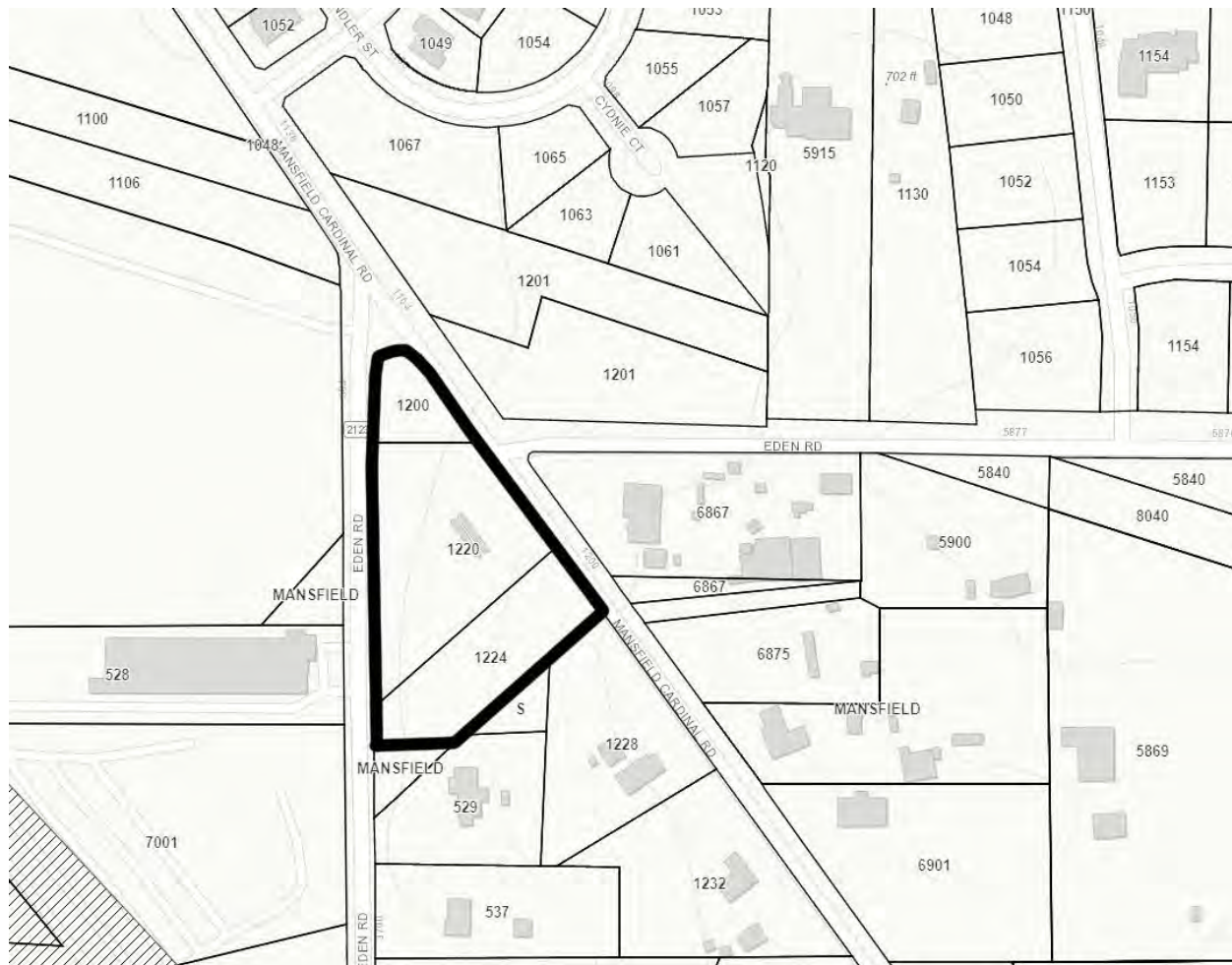
CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. _____
EXHIBIT "A"



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.2.

SUBJECT

CASE #PZ 22-08 — Conduct a public hearing to receive public comments and consider approval of a request by Vaquero Kennedale Partners, LP for a replat of approximately 4.735 acres at 5314 Kennedale Sublett Rd, being a replat of Vaquero Coker Addition Block 1 Lot 1R, Kennedale, Tarrant County, to create Vaquero Coker Addition Lots 1R-1, 3, 4 & 5

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	Replat 1 lot into 4 lots
Applicant	Vaquero Kennedale Partners, LP
Location	SW Corner at the intersection of Kennedale Sublett & Joplin Rd
Surrounding Uses	Single-family residential, multi-family residential, commercial retail
Surrounding Zoning	R3 Residential & Multi-Family Residential
Future Land Use Plan Designation	Urban Village
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is currently under construction.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The properties to the west are single-family residential homes, with apartments under construction directly south. To the east of the property is the commercial Sublett Center located in the city limits of Arlington.

PLATTING HISTORY

The property was platted as Vaquero Coker Addition Block 1 Lot 1 in 2019.

STAFF REVIEW

The City Council shall approve a plat if it conforms to the comprehensive land use plan and platting regulations.

COMPREHENSIVE LAND USE PLAN

The Future Land Use Plan shows this area as part of the Urban Village district. The comprehensive plan states that the Urban Village district should include a relatively dense mix of residences and businesses.

The street which the proposed lots front, Kennedale Sublett Road, is in compliance with the future transportation plan portion of the comprehensive land use plan. The proposed lots are for commercial purposes, which also conforms to the comprehensive plan. The requested replat complies with the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

In addition to compliance with the comprehensive land use plan, plats must also be in compliance with applicable city

regulations in order to be approved.

Planning Requirements

- **TECHNICAL SPECIFICATIONS FOR PLAT DRAWINGS:** The plat drawing meets the technical requirements for replats.
- **ZONING DISTRICT LOT REQUIREMENTS:** The proposed plat meets the requirements of the C2 Commercial zoning district.

Subdivision Regulations and Public Works Design Manual

- **PLANS REQUIRED:** Plans were required by the Public Works Department or the city engineers.

RECOMMENDATION

During a Regular Meeting on February 10, 2022, the P&Z Commission voted unanimously to recommend approval of this request. Staff would also recommend approval.

ACTION BY COUNCIL

The Council may recommend approval, approval with conditions, or denial of the replat. Sample motions are provided below, but it is not required that one of these motions is used.

- **Approval:** Based on the information presented, I find that the replant meets city requirements and is in compliance with the comprehensive land use plan and make a motion to recommend approval of CASE # PZ 21-08.
- **Approve with Conditions:** Based on the information presented, I find that the request meets city requirements except for (list standards or requirements not met) and is in compliance with the comprehensive land use plan. I make a motion to approve CASE PZ #22-08 with the following conditions (list conditions).
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny CASE # PZ 22-08.

ATTACHMENTS

1.	5314 Kennedale Sublet Re Plat	5314 Kennedale Sublet Re Plat.pdf
2.	5314 Kennedale Sublet FLU	5314 Kennedale Sublet FLU.pdf

Drafter: ML
Revision: ML 2021-02-09
Revision: ML 2021-06-28
Revision: ML 2021-11-04
Revision: ML 2021-12-07
Revision:
Revision:

FLOOD ZONE CLASSIFICATION
This property lies within ZONE(S) X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0340K, dated 2009/09/25, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

MONUMENTS / DATUMS / BEARING BASIS
Monuments are found if not marked MNS or CRS.
CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS;'83,NCZ
Elevations, if shown, are NAVD'88
Bearings are based on grid north (TxCS;'83,NCZ)

LEGEND OF ABBREVIATIONS
US.SyFt. United States Survey Feet
TxCS;'83,NCZ Texas Coordinate System of 1983, North Central Zone
NAVD'88 North American Vertical Datum of 1988
P.R.T.C.T. Plat Records of Tarrant County, Texas
O.P.R.T.C.T. Official Public Records of Tarrant County, Texas
D.R.T.C.T. Deed Records of Tarrant County, Texas
VOL/Pg/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
D.E. Drainage Easement
W.E. Water Easement
F.L.E. Fire Lane Easement

SURVEYOR'S NOTES:
1. This survey was conducted in conjunction with Title Commitments GF No. LT-2030-2000301900049-JA; GF No. FT-44122-9001221902655-AG; and GF No. FT-44122-9001221902922-AG. Schedule B exemptions of said Title Commitments are not listed herein.
2. The fieldwork was completed on November 27, 2019.

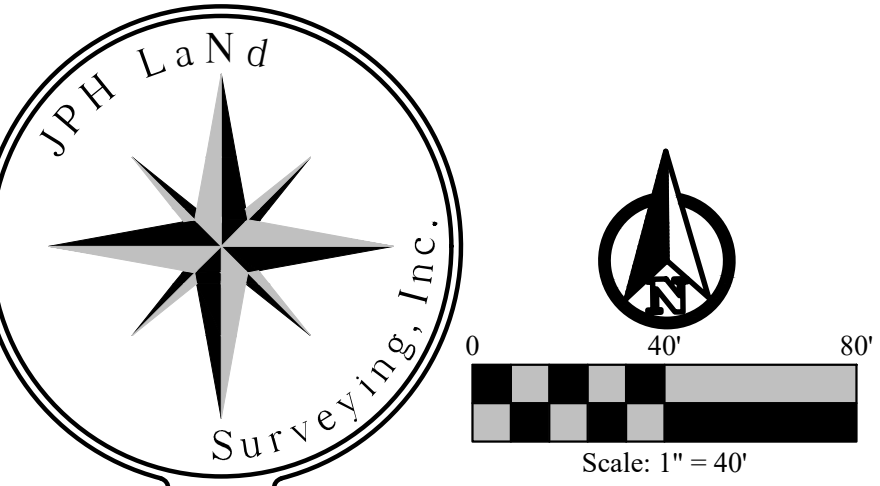
GENERAL NOTES:
1. Visibility triangles shall be provided at the intersections of all public and private streets in accordance with City of Arlington Ordinances. All landscaping within visibility triangles shall comply with the City of Arlington visibility triangle ordinance.
2. This property may be subject to charges related to impact fees and the applicant should contact the City of Arlington regarding any applicable fees due.
3. The City of Kennedale shall not be held responsible for the construction, maintenance or operation of any lots containing private common areas or facilities identified as such on this plat. Said areas shall include, but not be limited to: private streets, emergency access easements, and gated security entrances; recreation areas, landscaped areas and open spaces; water and wastewater distribution systems and treatment facilities; and recreation/ clubhouse/ exercise/ buildings and facilities. The land owners and subsequent owners of the lots and parcels in this subdivision, acting jointly and severally as a land owners association, shall be responsible for such construction, reconstruction, maintenance and operation of the subdivision's private common areas and facilities, and shall agree to indemnify and hold harmless the City of Kennedale, Texas, from all claims, damages and losses arising out of, or resulting from the performance of the obligations of said owners association, as set forth herein.
4. Predevelopment meeting Date: January 14, 2020.

DEVELOPER:
Vaquero Ventures Management, LLC
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107
Phone: (512) 983-1793

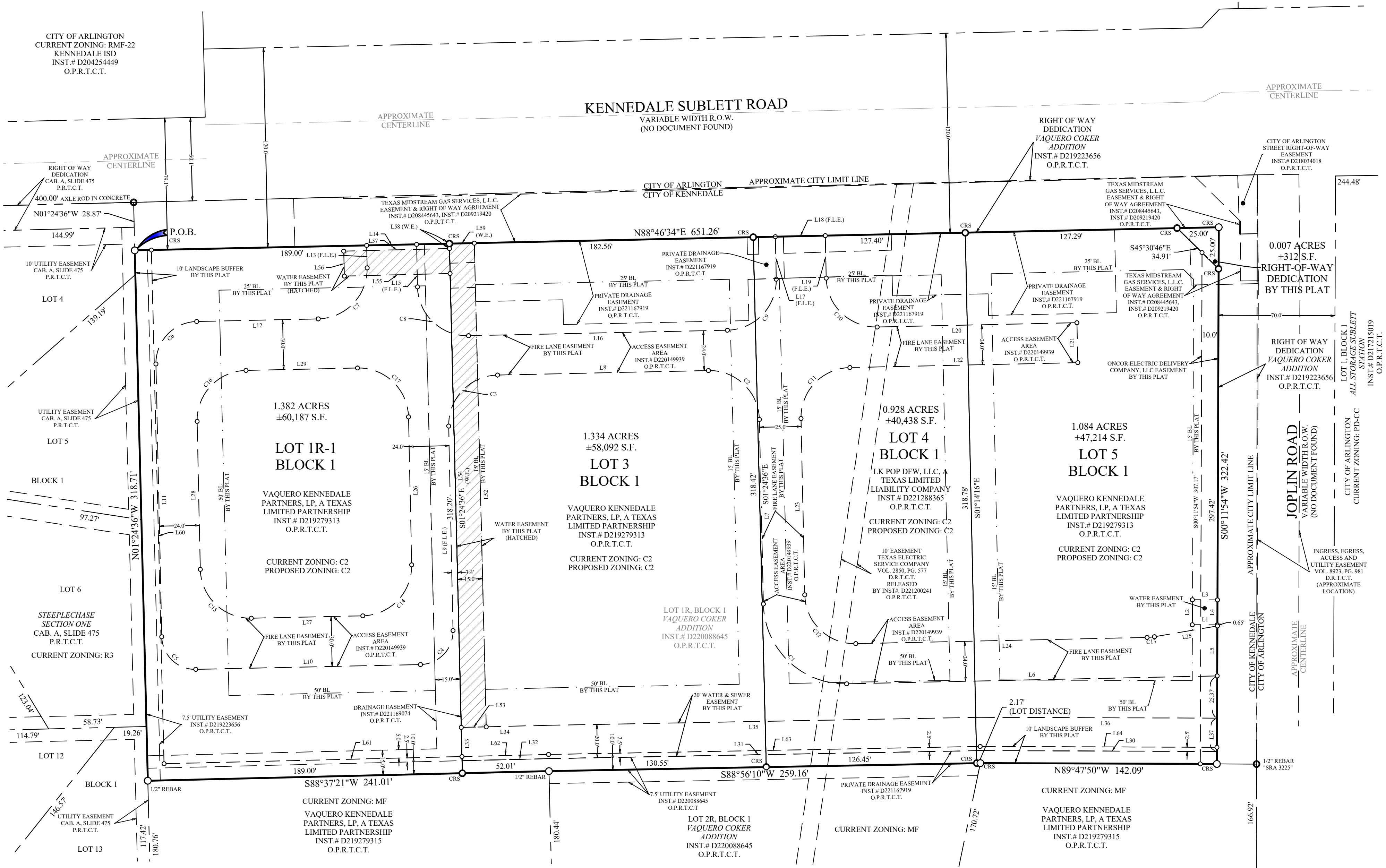
OWNER:
Vaquero Kennedale Partners, LP
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107
Phone: (512) 983-1793

SURVEYOR:
JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
Phone: (817) 431-4971

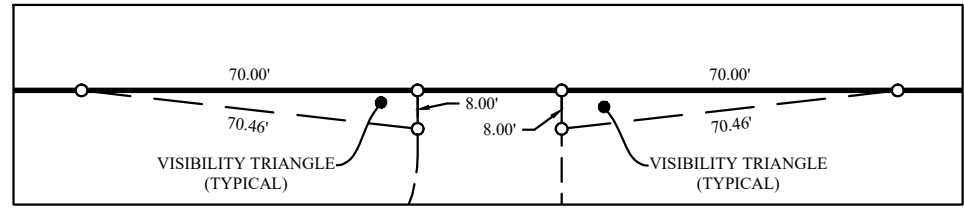
OWNER:
LK POP DFW, L.L.C., a Texas limited liability company
10190 Katy Freeway, Suite 350
Houston, TX 77043



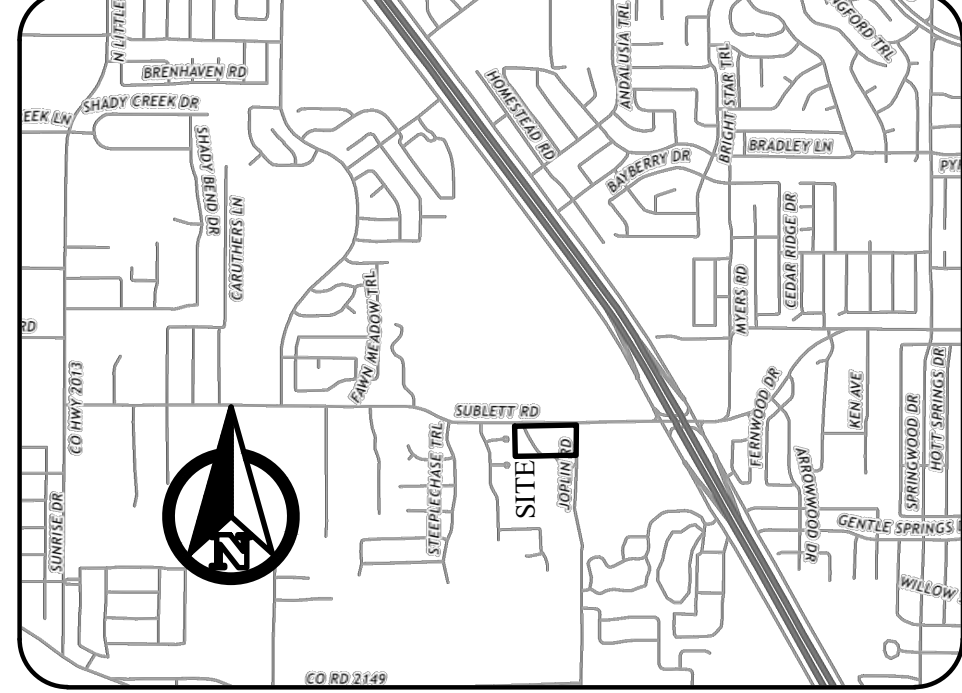
JPH Job/Drawing No. (see below)
2019.022.049 Sublett Road, Kennedale, Tarrant Co., Tx - Final PLAT.dwg
© 2021 JPH Land Surveying, Inc. - All Rights Reserved
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867
DFW | Austin | West Texas



VISIBILITY TRIANGLE DETAIL
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



FINAL PLAT
LOTS 1R-1, 3, 4 & 5, BLOCK 1
VAQUERO COKER ADDITION
4.735 ACRES
BEING A REPLAT OF
THE AMENDING PLAT OF
LOT 1R, BLOCK 1
VAQUERO COKER ADDITION
TARRANT COUNTY, TEXAS
PREPARED IN JANUARY 2021

THIS PLAT RECORDED IN INSTRUMENT # _____ DATE: _____

Drafter: ML
Revision: ML 2021-02-09
Revision: ML 2021-06-28
Revision: ML 2021-11-04
Revision: ML 2021-12-07
Revision:
Revision:

FLOOD ZONE CLASSIFICATION

This property lies within ZONE(S) X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0340K, dated 2009/09/25, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

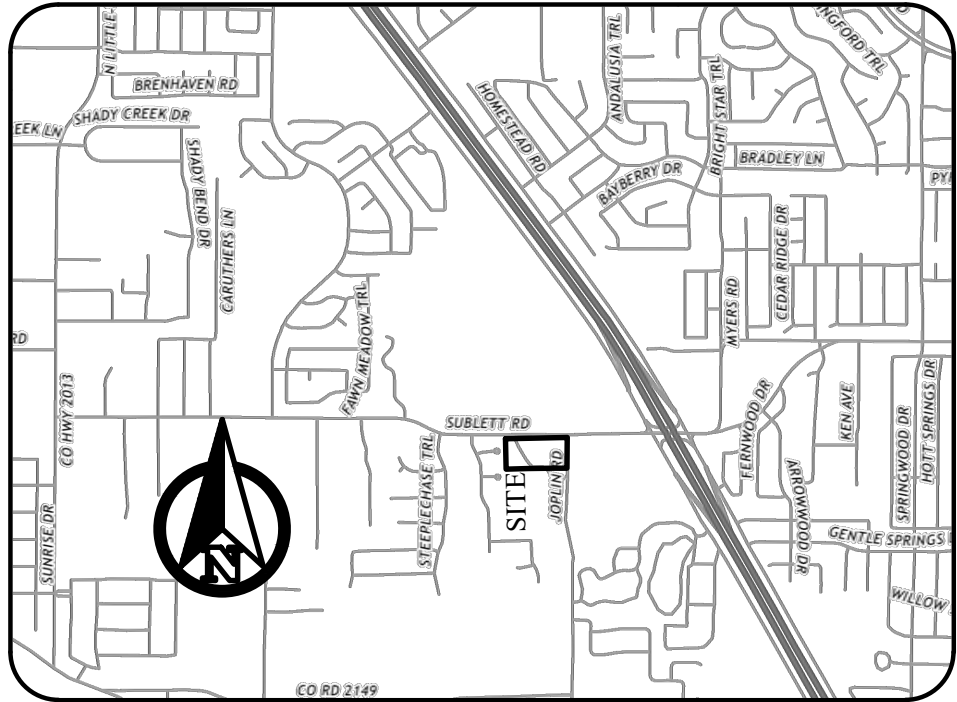
- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
○ Vertex or common point (not a monument)
Coordinate values, if shown, are U.S. SyFt./TxCS;'83,NCZ
Elevations, if shown, are NAVD'88
Bearings are based on grid north (TxCS;'83,NCZ)

LEGEND OF ABBREVIATIONS

US.SyFt. United States Survey Feet
TxCS;'83,NCZ Texas Coordinate System of 1983, North Central Zone
NAVD'88 North American Vertical Datum of 1988
P.R.T.C.T. Plat Records of Tarrant County, Texas
O.P.R.T.C.T. Official Public Records of Tarrant County, Texas
D.R.T.C.T. Deed Records of Tarrant County, Texas
VOL/P.G/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
D.E. Drainage Easement
W.E. Water Easement
F.L.E. Fire Lane Easement

VICINITY MAP

NOT TO SCALE



SURVEYOR'S NOTES:

- This survey was conducted in conjunction with Title Commitments GF No. LT-2030-2000301900049-JA; GF No. FT-44122-9001221902655-AG; and GF No. FT-44122-9001221902922-AG. Schedule B exemptions of said Title Commitments are not listed herein.
- The fieldwork was completed on November 27, 2019.

GENERAL NOTES:

- Visibility triangles shall be provided at the intersections of all public and private streets in accordance with City of Arlington Ordinances. All landscaping within visibility triangles shall comply with the City of Arlington visibility triangle ordinance.
- This property may be subject to charges related to impact fees and the applicant should contact the City of Arlington regarding any applicable fees due.
- The City of Kennedale shall not be held responsible for the construction, maintenance or operation of any lots containing private common areas or facilities identified as such on this plat. Said areas shall include, but not be limited to: private streets, emergency access easements, and gated security entrances; recreation areas, landscaped areas and open spaces; water and wastewater distribution systems and treatment facilities; and recreation/ clubhouse/ exercise/ buildings and facilities. The land owners and subsequent owners of the lots and parcels in this subdivision, acting jointly and severally as a land owners association, shall be responsible for such construction, reconstruction, maintenance and operation of the subdivision's private common areas and facilities, and shall agree to indemnify and hold harmless the City of Kennedale, Texas, from all claims, damages and losses arising out of, or resulting from the performance of the obligations of said owners association, as set forth herein.
- Predevelopment meeting Date: January 14, 2020.

DEVELOPER:

Vaquero Ventures Management, LLC
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107
Phone: (512) 983-1793

OWNER:

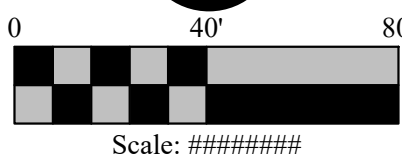
Vaquero Kennedale Partners, LP
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107
Phone: (512) 983-1793

SURVEYOR:

JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
Phone: (817) 431-4971

OWNER:

LK POP DFW, LLC, a Texas limited liability company
10190 Katy Freeway, Suite 350
Houston, TX 77043



Scale: #####

JPH Job/Drawing No. (see below)

2019.022.049 Sublett Road, Kennedale, Tarrant Co., Tx- Final PLAT.dwg

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785 Lonesome Dove Trail, Hurst, Texas 76054

Telephone (817) 431-4971 www.jphlandsurveying.com

TBPELS Firm #10019500 #10194073 #10193867

DFW | Austin | West Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS Vaquero Kennedale Partners, LP, a Texas limited partnership, and LK POP DFW, LLC, a Texas limited liability company, are the owners of Lot 1R, Block 1, VAQUERO COKER ADDITION, an addition in the City of Kennedale, Tarrant County, Texas according to the plat thereof recorded under Instrument Number D2220088645, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.); said tract being a portion of the tract described in the Special Warranty Deed with Vendor's Lien to Vaquero Kennedale Partners, LP, a Texas limited partnership, recorded under Instrument Number D219279313, O.P.R.T.C.T., and being all of the tract described in the Special Warranty Deed to LK POP DFW, LLC, a Texas limited liability company, recorded under Instrument Number D221288365, O.P.R.T.C.T.; said tract being all of said Lot 1R of VAQUERO COKER ADDITION; the subject tract is more particularly described as follows:

BEGINNING at a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the northwest lot corner of said Lot 1R, same being the southwest right-of-way corner of a Right-of-Way Dedication as shown on and being dedicated by said Vaquero Coker Addition, said point of beginning being on the east line of Block 1, Steeplechase, Section One, an addition in the City of Kennedale, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 475, Plat Records, Tarrant County, Texas, from said point of beginning an Axle rod in concrete found in Kennedale Sublett Road, being a variable width right-of-way, bears NORTH 01° 24' 36" WEST, a distance of 28.87 feet;

THENCE NORTH 88° 46' 34" EAST, with the north lot line of said Lot 1R and with the south line of said Right-of-Way dedication, a distance of 651.26 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at a ell corner of said Right-of-Way dedication, same being the intersection of said Kennedale Sublett Road with the west right-of-way line of Joplin Road, being a variable width right-of-way;

THENCE SOUTH 00° 11' 54" WEST, with the east lot line of said Lot 1R, a distance of 322.42 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

THENCE with the south line of Lot 1R, the following courses and distances:

- NORTH 89° 47' 50" WEST, a distance of 142.09 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
- SOUTH 88° 56' 10" WEST, a distance of 259.16 feet to a found 1/2 inch rebar;
- SOUTH 88° 37' 21" WEST, a distance of 241.01 feet to a 1/2 inch rebar found on the aforesaid east line of Block 1, Steeplechase;

THENCE NORTH 01° 24' 36" WEST, with the west lot line of Lot 1R, and with the said east line of Block 1, Steeplechase, a distance of 318.71 feet returning to the **POINT OF BEGINNING** and enclosing 4.735 acres (±206,243 square feet).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **VAQUERO KENNEDALE PARTNERS, LP, a Texas Limited Partnership**, acting by and through **VAQUERO VENTURES MANAGEMENT, LLC, a Texas Limited Liability Company**, by the undersigned, its duly authorized manager, **W. A. Landreth**, does hereby adopt this plat designating the hereinabove described real property as **Lot 1R-1, Lot 3, Lot 4, and Lot 5, Block 1, Vaquero Coker Addition**, an addition to the City of Kennedale, Tarrant County, Texas, and DOES HEREBY DEDICATE FOR THE PUBLIC USE, all of the streets, easements, and parks shown thereon, except those easements shown thereon which are specifically designated as for private use and conveyed accordingly.

Notwithstanding that any public utility easements dedicated herein may be located within the City of Kennedale, Texas, it is expressly understood and agreed that said easements are for the benefit and use of the City of Arlington, Texas, for the provision, service, and maintenance of water and sewer utility lines to said real property.

WITNESS MY HAND THIS ____ DAY OF _____, 20__.

VAQUERO KENNEDALE PARTNERS, LP.

By and through its General Partner, **VAQUERO VENTURES MANAGEMENT, LLC,**

By its Manager

W. A. LANDRETH, MANAGER

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned notary public in and for said county and State on this day personally appeared **W.A Landreth**, Manager of general partner, 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 considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public in and for Tarrant County

My commission expires: ____/____/____

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **LK POP DFW, LLC, a Texas limited liability company**, acting by and through the undersigned, its duly authorized manager, **Ali Lakhany**, does hereby adopt this plat designating the hereinabove described real property as **Lot 1R-1, Lot 3, Lot 4, and Lot 5, Block 1, Vaquero Coker Addition**, an addition to the City of Kennedale, Tarrant County, Texas, and DOES HEREBY DEDICATE FOR THE PUBLIC USE, all of the streets, easements, and parks shown thereon, except those easements shown thereon which are specifically designated as for private use and conveyed accordingly.

Notwithstanding that any public utility easements dedicated herein may be located within the City of Kennedale, Texas, it is expressly understood and agreed that said easements are for the benefit and use of the City of Arlington, Texas, for the provision, service, and maintenance of water and sewer utility lines to said real property.

WITNESS MY HAND THIS ____ DAY OF _____, 20__.

LK POP DFW, LLC,

By its Manager

ALI LAKHANY, MANAGER

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned notary public in and for said county and State on this day personally appeared **W.A Landreth**, Manager of general partner, 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 considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public in and for Tarrant County

My commission expires: ____/____/____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jewel Chadd, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

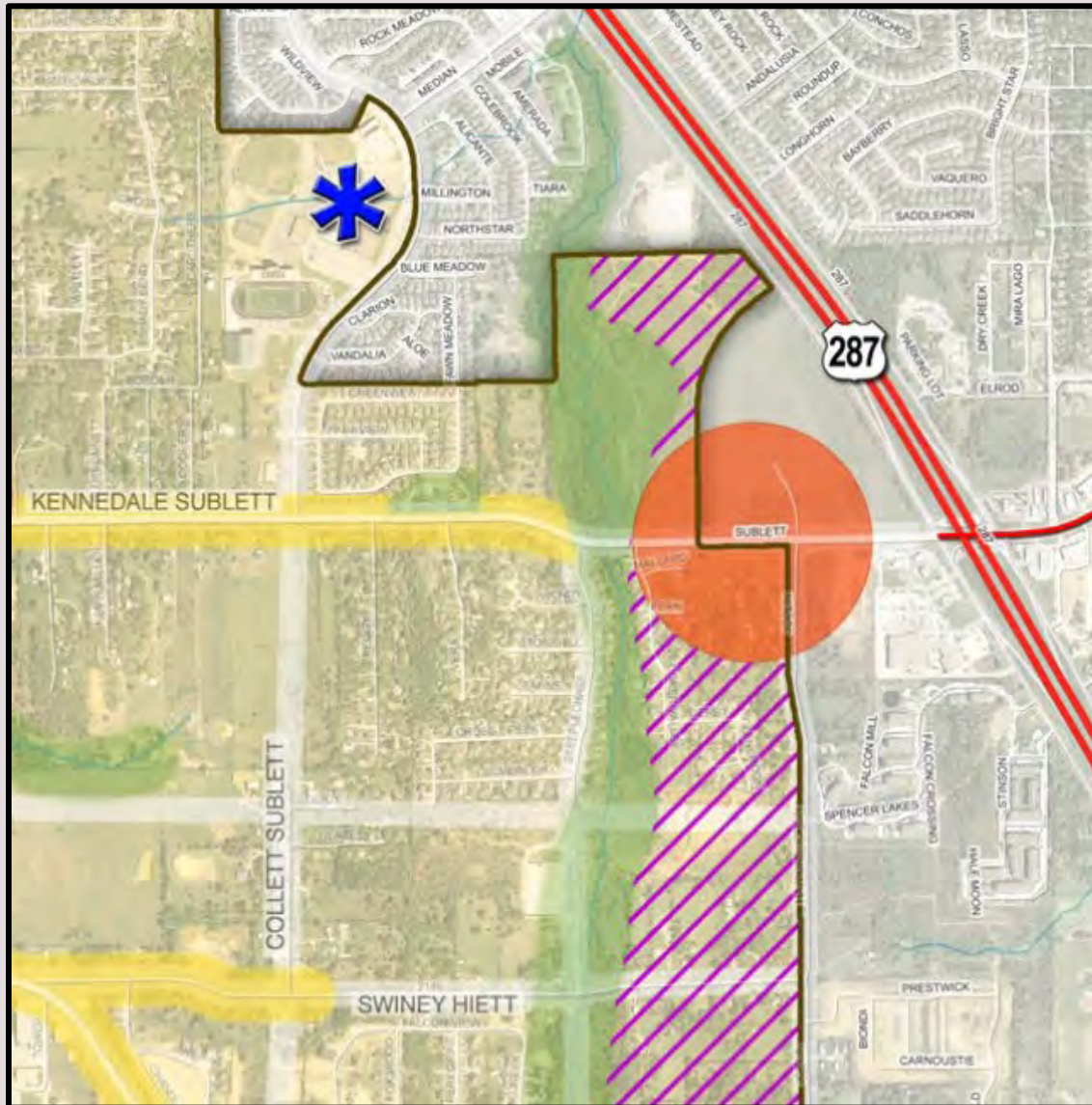
PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
817-431-4971
jewel@jphls.com
Date: TBD

FINAL PLAT
LOTS 1R-1, 3, 4 & 5, BLOCK 1
VAQUERO COKER ADDITION
4.735 ACRES
BEING A REPLAT OF
THE AMENDING PLAT OF
LOT 1R, BLOCK 1
VAQUERO COKER ADDITION
CITY OF KENNEDALE
TARRANT COUNTY, TEXAS
PREPARED IN JANUARY 2021

THIS PLAT RECORDED IN INSTRUMENT # _____ DATE: _____

5314 KENNEDALE SUBLETT REPLAT FUTURE LAND USE MAP



CATEGORIES

Town Center	
Downtown Village	
Urban Village	
Urban Corridor	
Neighborhood Village	
Neighborhood Corridor	
Neighborhoods	
Employment Center	
Light Industrial District	
Park & Open Space	
Conservation Overlay	
Potential Commuter Train or Park & Ride Station	
Schools	



MEETING DATE: FEBRUARY 15, 2022

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.3.

SUBJECT

CASE #PZ 22-09 — Conduct a public hearing to receive public comments and consider approval of a request by Data Point Surveying & Mapping for a replat of approximately 0.597 acres at 124 & 130 West 5th Street, being a replat of Original Town of Kennedale Block 43 Lots 1 through 4, Kennedale, Tarrant County, to create Old Town Kennedale Lots 6R & 7R

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	Replat 4 lots into 2 lots
Applicant	Data Point Surveying & Mapping
Location	124 & 130 West 5th Street
Surrounding Uses	Single family residential and vacant lot
Surrounding Zoning	Old Town zoning OT-1 & OT-2
Future Land Use Plan Designation	Downtown Village
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

Situated on a portion of the 0.597 acres is a single-family residence with the remainder of the property being vacant.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The properties surrounding it are primarily single-family residential, but there are duplex and quadplex residences located nearby. Old Town is an older neighborhood, with many of the nearby lots meeting the spatial regulations required by the OT zoning districts.

PLATTING HISTORY

Not available.

STAFF REVIEW

The City Council shall approve a plat if it conforms to the comprehensive land use plan and platting regulations.

COMPREHENSIVE LAND USE PLAN

The Future Land Use Plan shows this area as part of the Downtown Village district.

The comprehensive plan states that the Downtown Village character district should be based on the original downtown street grid and block pattern. Uses should include a relatively dense mix of residences and businesses. The village should be easily accessible by pedestrians from the Towncenter and nearby.

The proposed replat preserves the existing block pattern. The street on which the proposed lots front, 5th Street, has a 50-foot right-of-way, in compliance with the future transportation plan portion of the comprehensive land use plan. The proposed lots are for residential purposes, which also conforms to the comprehensive plan.

The replat complies with the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

In addition to compliance with the comprehensive land use plan, plats must also be in compliance with applicable city regulations in order to be approved.

Planning Requirements

- **TECHNICAL SPECIFICATIONS FOR PLAT DRAWINGS:** The plat drawing meets the technical requirements for replats.
- **ZONING DISTRICT LOT REQUIREMENTS:** The proposed plat meets the requirements of the OT-1 zoning district.

Subdivision Regulations and Public Works Design Manual

- **PLANS REQUIRED:** Plans were not required by the Public Works Department or the city engineers.

RECOMMENDATION

During a Regular Meeting on February 10, 2022, the P&Z Commission voted unanimously to recommend approval of this request. Staff would also recommend approval.

ACTION BY COUNCIL

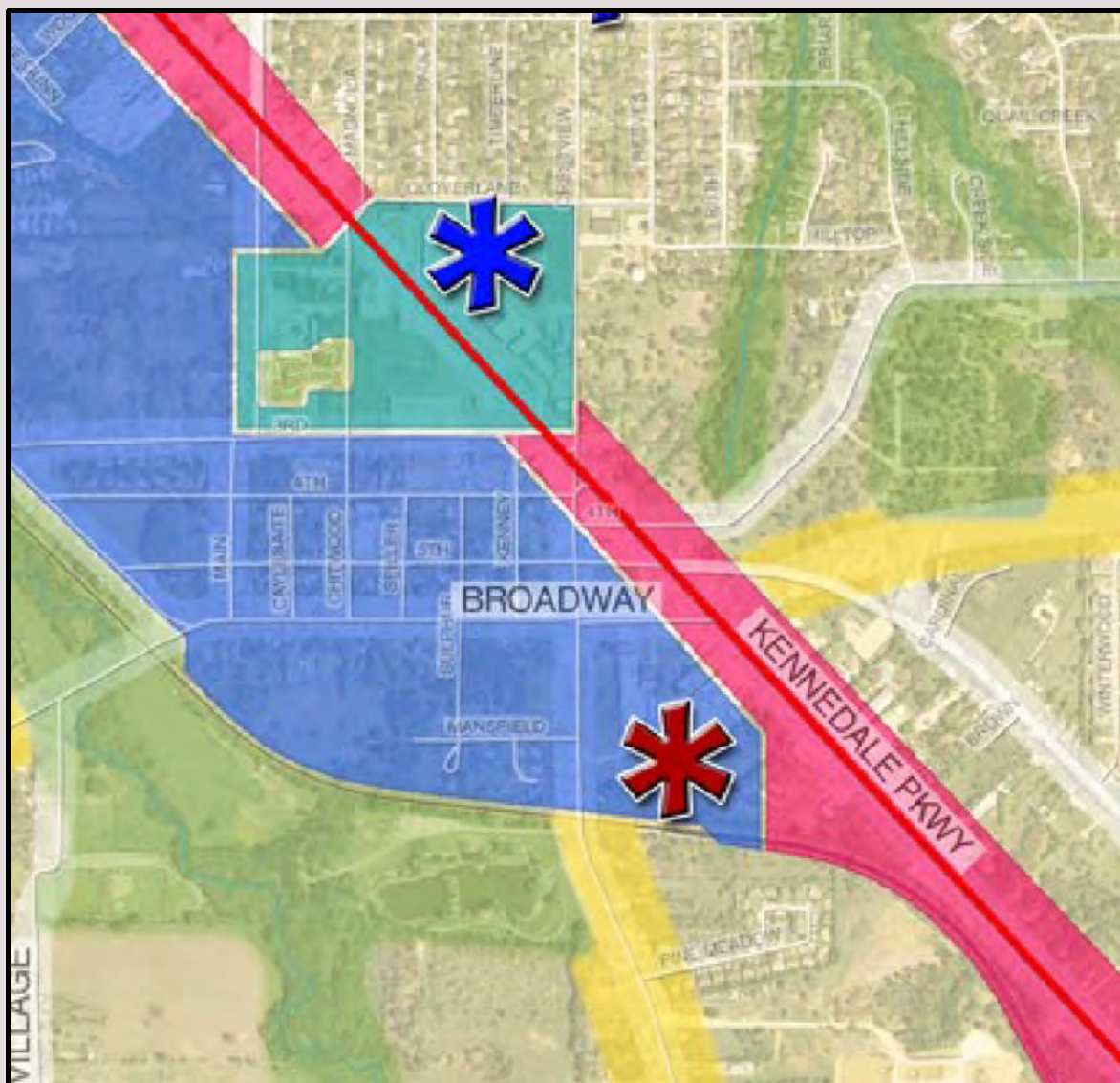
The Council may recommend approval, approval with conditions, or denial of the replat. Sample motions are provided below, but it is not required that one of these motions is used.

- **Approval:** Based on the information presented, I find that the replant meets city requirements and is in compliance with the comprehensive land use plan and make a motion to recommend approval of CASE # PZ 21-08.
- **Approve with Conditions:** Based on the information presented, I find that the request meets city requirements except for (list standards or requirements not met) and is in compliance with the comprehensive land use plan. I make a motion to approve CASE PZ #22-08 with the following conditions (list conditions).
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny CASE # PZ 22-08.

ATTACHMENTS

1.	124 & 130 W 5th FLU	124 & 130 W 5th FLU.pdf
2.	124 W 5th St including 130 W 5th St Replat	124 W 5th St including 130 W 5th St Replat.pdf

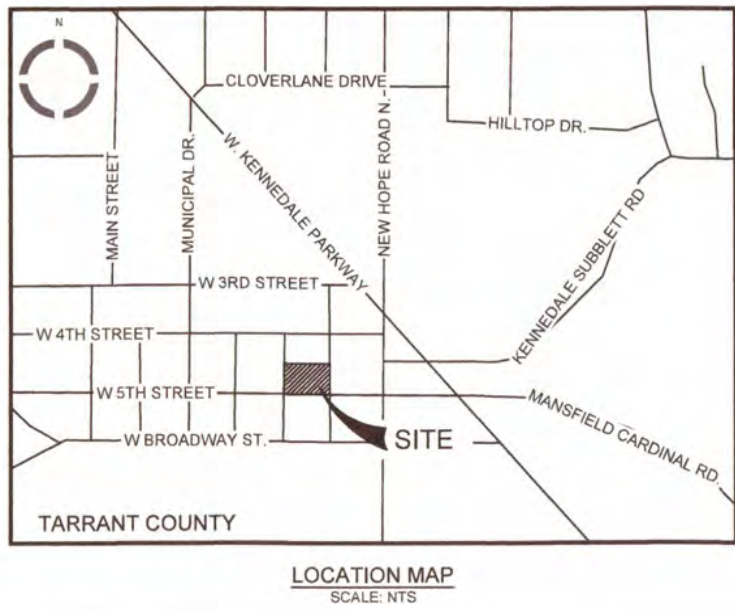
124 & 130 W 5th REPLAT FUTURE LAND USE MAP



CATEGORIES

Town Center	
Downtown Village	
Urban Village	
Urban Corridor	
Neighborhood Village	
Neighborhood Corridor	
Neighborhoods	
Employment Center	
Light Industrial District	
Park & Open Space	
Conservation Overlay	
Potential Commuter Train or Park & Ride Station	
Schools	





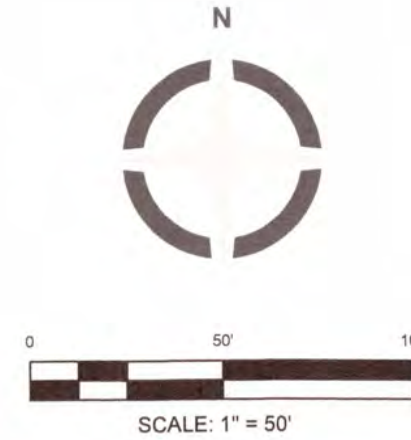
LOCATION MAP
SCALE: NTS

FLOOD NOTE:

According to the national flood insurance program firm map No. 48439C0340K effective date September 25, 2009 this property appears to lie within Zone 'X', and is **NOT** located within a 100-year flood zone. the reference to the 100-year flood plain or flood hazard zones, are an estimate based on the data shown on the flood insurance rate map and should not be interpreted as a study or determination of the flooding propensities of this property.

SURVEY NOTES:

1. ALL LOT CORNERS MARKED WITH A 1/2" IRON ROD WITH YELLOW CAP MARKED (DATAPOINT #10194585) UNLESS OTHERWISE NOTED.
2. ALL COORDINATES AND BEARINGS CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, NORTH CENTRAL ZONE (4202), NAVD 88.
3. ALL DIMENSIONS SHOWN HEREIN ARE GROUND BASED UPON AN ON THE GROUND SURVEY PERFORMED OCTOBER, 2020.
4. THIS PLAT DOES NOT IN ANYWAY AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING RESTRICTIONS OR COVENANTS SET FORTH BY THE ORIGINAL PLAT OF THE ORIGINAL TOWN OF KENNEDALE, AS RECORDED VOLUME 46, PAGE 223, TARRANT COUNTY PLAT RECORDS.
5. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.



REPLAT OF
LOT 6R & 7R, BLOCK 43

ORIGINAL TOWN OF KENNEDALE

Being a revision of Lots 1 through 4, Block 43, Original Town of Kennedale, according to the Plat recorded in Volume 46, Page 223, Deed Records, Tarrant County, Texas; Together with the South one-half of a Twenty feet (20') alley vacated by City Ordinance 85-8 as recorded in Volume 4118, Page 8 Deed Records, Tarrant County, Texas.
To the City of Kennedale, Tarrant County, Texas

0.597 Acres - 26,000 Sq.Ft.

PLAT PREPARED: 10/22/2021
LAST REVISED: 10/22/2021

OWNERS CERTIFICATE

WHEREAS, Peggie Eggert, is the owner of 0.597 acres situated in the CANZADA ROSE SURVEY, ABSTRACT NO. 1285, and being all of Lots 1 through 4, Block 43, Original Town of Kennedale, according to the plat recorded in Volume 46, Page 223, Deed Records, Tarrant County, Texas; Together with the South one-half of a Twenty feet (20') alley vacated by City Ordinance No. 65-8, as recorded in Volume 4118, Page 8, of the Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found at the Northeast intersection of W 5th Street, a Sixty foot (60') Right-of-Way, and Sulphur Street, a Sixty foot (60') Right-of-Way, for the Southwest corner of said Block 43, same being the Southwest corner of said Lot 1;

THENCE North 00 degrees 05 minutes 37 seconds West, along the East Right-of-Way line of said Sulphur Street, a distance of 130.00 feet to a 5/8 inch iron rod found for the Southwest corner of Lot 5R, Block 43, Original Town of Kennedale, Tarrant County, Texas, according to the Replat thereof as recorded in Document Number D208207606 Plat Records, Tarrant County, Texas, same being the Northwest corner of this tract;

THENCE South 89 degrees 58 minutes 46 seconds East, along the common line of said Lot 5R, a distance of 200.00 feet to a 1/2 inch capped iron rod set, marked DATAPOINT#10194585, on the West Right-of-Way line of Kenney Street, a Sixty foot (60') Right-of-Way, for the Northeast corner of this tract;

THENCE South 00 degrees 05 minutes 37 seconds East, along the West Right-of-Way line of said Kenney Street, a distance of 130.00 feet to a 1/2 inch iron rod found for the Southeast corner of said Block 43 and the Northwest intersection of said Kenney Street and said W 5th Street, same being the Southeast corner of said Lot 4;

THENCE North 89 degrees 58 minutes 46 seconds West, along the North Right-of-Way line of said W 5th Street, a distance of 200.00 feet to the POINT OF BEGINNING, containing 26,000 square feet and/or 0.597 of an acre of land, more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PERSENTS, THAT Peggy Eggert, does here by adopt this plat of Lot 6R and 7R, Block 43, Original Town of Kennedale, to the City of Kennedale, Texas and does hereby dedicat to the public use forever the right-Of-way and easements shown hereon.

OWNER: Peggy Eggert
124 W. 5th Street
Kennedale, Texas 76060

STATE OF TEXAS COUNTY OF TARRANT

Before me, the undersigned authority on this day personally appeared Peggy Eggert known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021

NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

That I _____, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from asn actual survey made under my supervision on the ground.

PRELIMINARY
(NOT TO BE RECORDED)

Signature

DATE: ____/____/____

PHONE NUMBER: 726-777-4240

OWNER:
PEGGY EGGERT
124 W 5TH STREET
KENNEDEALE, TEXAS 76060

SURVEYOR:
DATAPOINT SURVEYING & MAPPING
12450 NETWORK BLVD, STE. 300
SAN ANTONIO, TEXAS 78249
Ph: 726-777-4240
Email: info@datapointsurveying.com

The Planning and Zoning commission of the City of Kennedale, Texas voted affirmatively on this ____ Day of _____, 20____ to recommend approval of this Plat by the City Council.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

The City Council of the the City of Kennedale, Texas voted affirmatively on this ____ Day of _____, 20____ to approve this Plat for filing of record.

Mayor, City of Kennedale

Attest: City Secretary

