

KENNEDALE CITY COUNCIL AGENDA

**REGULAR MEETING | MAY 17, 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 Kennedale 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 Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the Work Session and/or the Regular Session to discuss posted Executive Session items or to seek legal advice from the City Attorney on any item posted on the agenda.

A. ROLL CALL

II. ELECTION BUSINESS

- A. Recognition of outgoing Councilmembers
- B. Certification of official returns
- C. Consider approval of a Resolution, canvassing the returns and declaring the results of the General Election held on May 7, 2022, for the purpose of electing the places of Mayor and City Council Members Places 2 and 4 for the City of Kennedale
- D. Oath of Office for Hollis C. Matthews, Mayor (2022-2024)
- E. Oath of Office for Gary Mitchell, City Council Place 2 (2022-2024)
- F. Oath of Office for Austin Degenhart, City Council Place 4 (2022-2024)

III. WORK SESSION

- A. WORK SESSION REPORTS
- B. Hold a discussion on the Texas Water Development Board (TWDB) grant
- C. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

IV. EXECUTIVE SESSION

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

- A. **PURSUANT TO §551.071** — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act, and the following:
 - 1. City Manager
 - 2. Hammack Creek (337 Kennedale Sublett Road)

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

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

VI. 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 Kennedale City Council about items not on the agenda. Rules and procedures for addressing the Kennedale City 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 Kennedale City Council considers that item.

C. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff 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
 - Proclaiming May 21, 2022 as Kids to Parks Day, Celebrated by KIDFISH at Sonora Park
3. Updates from the Interim City Manager
4. Staffing updates from Human Resources Director
5. Financial Reports for the City
6. Fire Department Swearing-In Ceremony
7. Police Department Swearing-In Ceremony

D. CONSENT AGENDA

1. Approval of the minutes from the April 19, 2022 regular meeting
2. Approval of the minutes from the April 21, 2022 special meeting
3. Approval of the minutes from the April 28, 2022 special meeting
4. Consider an Ordinance amending the membership of the Keep Kennedale Beautiful (KKB) Commission
5. Consider Resolution Repealing Resolution No. 598 which amended the certificate of formation and bylaws of the Kennedale Economic Development Corporation by adding two advisory nonvoting members

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider authorizing the interim city manager to make an expenditure of \$36,000 for the repair of a fire truck

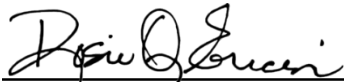
F. PUBLIC HEARINGS

1. Conduct a Public Hearing and consider approval of a Resolution, authorizing funding participation with Tarrant County Community Development and Housing for the 48th Year Community Development Block Grant (CDBG) Project for replacement of roughly 1,500 linear feet of clay sewer main, manholes, and services

VII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE MAY 17, 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.



ROSIE Q. ERICSON, 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.



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: ELECTION BUSINESS II.B.

SUBJECT

Certification of official returns

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

At this time, **the City Secretary** will certify to the City Council the official election returns for canvassing of the May 7, 2022 election for the purposes of electing the offices of Mayor and City Council Places 2 and 4. Official returns from Tarrant County Elections will be provided to the Council prior to the meeting.

As a result of the unofficial returns (attached), it would appear that the following are elected:

- Mayor: _____
- Place 2: _____
- Place 4: _____

RECOMMENDATION

Any motion to approve should acknowledge the Council's receipt of the certification of these official returns for the election held Saturday, May 7, 2022; and approving that they be filed within the City's election register as page 76.

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: ELECTION BUSINESS II.C.

SUBJECT

Consider approval of a Resolution, canvassing the returns and declaring the results of the General Election held on May 7, 2022, for the purpose of electing the places of Mayor and City Council Members Places 2 and 4 for the City of Kennedale

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

The attached Resolution serves to canvass the official returns and declare the results of the election held Saturday, May 7, 2022, for the purpose of electing the places of Mayor and City Council Places 2 and 4.

RECOMMENDATION

Approve

ATTACHMENTS

1.	R605 Canvassing Election 2022	R605 Canvassing Election 2022.docx
2.	ELECTION REGISTER PAGE 76	ELECTION REGISTER PAGE 76.docx
3.	CS Notes for Election - Report to the City Council 2022	CS Notes for Election - Report to the City Council 2022.docx

RESOLUTION NO. 605

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCILMEMBERS PLACES 2 AND 4.

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

WHEREAS, on January 18, 2022, the City Council approved Resolution No. 599, calling for and ordering a general election to be held on May 7, 2022, for the purpose of electing a Mayor and two Councilmembers; and

WHEREAS, said election was duly held at the time and place specified after due notice as required by law had been given by posting and publication; and

WHEREAS, pursuant to Chapter 67, of the Texas Election Code, the City Council of the City of Kennedale is required to canvass the returns and declare the results of the elections;

WHEREAS, the general election returns, duly and legally made, and having been duly canvassed by the City Council, showed that there were cast at said election a total of [REDACTED] valid and legal votes, of which [REDACTED] were cast early, and [REDACTED] were cast on election day; and that each of the candidates in said election received the following votes:

MAYOR

CANDIDATE	ABSENTEE	EARLY VOTING	ELECTION DAY	TOTAL	PERCENTAGE
HOLLIS MATTHEWS					
JEFF NEVAREZ					

CITY COUNCIL PLACE 2

CANDIDATE	ABSENTEE	EARLY VOTING	ELECTION DAY	TOTAL	PERCENTAGE
GARY MITCHELL					

CITY COUNCIL PLACE 4

CANDIDATE	ABSENTEE	EARLY VOTING	ELECTION DAY	TOTAL	PERCENTAGE
LINDA RHODES					
AUSTIN DEGENHART					

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

SECTION 1.

The declarations and findings contained in the preamble of this Resolution are hereby found to be true and correct and shall be made a part hereof.

SECTION 2.

The City Council hereby finds and declares that the said City Council election for Mayor and City Council Places 2 and 4 was held on May 7, 2022, at which election qualified voters were given the opportunity to vote for the purpose of electing a Mayor and two City Council Members.

SECTION 3.

The City Council further finds and declares that such returns are correct and adopts them as the returns of the election held May 7, 2022, together with the tabulation of the total number of votes received.

SECTION 4.

The City Council further finds the following persons be declared elected to the office of City Council:

That **NAME** is hereby declared to be elected to the Office of Mayor of the City of Kennedale, Texas.

That **GARY MITCHELL** is hereby declared to be elected to the Office of City Council Place 2 of the City of Kennedale, Texas.

That **NAME** is hereby declared to be elected to the Office of City Council Place 4 of the City of Kennedale, Texas.

SECTION 5.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 17TH DAY OF MAY 2022.

APPROVED:

MAYOR LINDA RHODES

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ELECTION REGISTER PAGE 76

Election Date: May 7, 2022

Canvassing Resolution: 605

Election: Mayor and City Council Places 2 and 4 appeared on the ballot. There were ### ballots cast early and ### on election day, for a grand total of ##### ballots, on which votes were cast as follows:

	Absentee Ballots	Early Voting	Election Day Voting	Total Votes
Mayor				
Hollis Matthews	##	###	###	###
Jeff Nevarez	##	###	###	###
City Council, Place 2				
Gary Mitchell (incumbent)	##	###	###	###
City Council, Place 4				
Linda Rhodes	##	###	###	###
Austin Degenhart (incumbent)	##	###	###	###

THE FOLLOWING ARE HEREBY DECLARED TO BE ELECTED (2022-2024):

_____, Mayor

Gary Mitchell, City Council Place 2

_____, City Council Place 4

ADOPTED AND APPROVED ON THE 17TH DAY OF MAY, 2022.

APPROVED:

ATTEST:

MAYOR LINDA RHODES

CITY SECRETARY

CERTIFICATION TO THE MAYOR AND COUNCIL OF THE

Official Returns for the May 7, 2022 Election

Mayor and Council,

You have now received tabulations of the official returns from Tarrant County Elections for the election held on Saturday, May 7, 2022, for the purpose of electing a Mayor and City Council Places 2 and 4.

In this election, **NUMBER OF** valid and legal votes were cast, of which ### were cast early and ### were cast on Election Day.

The certified cumulative returns are reported as follows:

Mayor

Hollis Matthews	###	##.## %
Jeff Nevarez	###	##.## %

City Council Place 2

Gary Mitchell (I)	#####	100.00 %
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City Council Place 4

Linda Rhodes	###	##.## %
Austin Degenhart (I)	###	##.## %

As a result of these tabulations, it would appear that the following are hereby elected:

_____, Mayor

_____, City Council Place 2

_____, City Council Place 4

I would now ask for a motion acknowledging Council's receipt of the certification of these official returns for the election held Saturday, May 7, 2022; and approving that they be filed within the City's election register as page 76.

CITY SECRETARY

DATE OF CERTIFICATION



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: ELECTION BUSINESS II.D.

SUBJECT

Oath of Office for Hollis C. Matthews, Mayor (2022-2024)

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

At this time, **City Secretary Leslie E. Galloway** will administer the Oath of Office.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: ELECTION BUSINESS II.F.

SUBJECT

Oath of Office for Austin Degenhart, City Council Place 4 (2022-2024)

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

At this time, **City Secretary Leslie E. Galloway** will administer the Oath of Office.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: ITEM III.B.

SUBJECT

Hold a discussion on the Texas Water Development Board (TWDB) grant

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.

SUBJECT

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:

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

City Manager

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

Hammack Creek (337 Kennedale Sublett Road)

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.B.

SUBJECT

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:*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

City Manager

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

Updates from the City Council

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

Updates from the City Council, if any.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

Updates from the Mayor

- Proclaiming May 21, 2022 as Kids to Parks Day, Celebrated by KIDFISH at Sonora Park

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

Updates from the Mayor, if any.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

Updates from the Interim City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

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

SUBJECT

Staffing updates from Human Resources Director

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

At this time, Caroline Green, Director of HR and Administrative Services, will provide the Council with an update regarding the ongoing search for a City Manager via a contract with SGR. Ms. Green may also provide updates regarding other staffing and will be available to answer questions from the Council.

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM VI.C.5.

SUBJECT

Financial Reports for the City

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2022.04 Monthly Financials	2022.04 Monthly Financials.pdf
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**Revenues & Expenditures - Budget & Actual Summary
FOR THE MONTH ENDED APRIL 30, 2022**

GENERAL FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 8,002,160	\$ -	\$ 6,513,810	81.4%

GENERAL FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 8,901,590	\$ -	\$ 4,738,922	53.2%

STREETS FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 917,506	\$ -	\$ 539,422	58.8%

STREETS FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 1,154,766	\$ -	\$ 427,518	37.0%

WATER/SEWER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,521,797	\$ -	\$ 2,590,475	57.3%

WATER/SEWER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,377,462	\$ -	\$ 2,373,336	54.2%

STORMWATER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 266,175	\$ -	\$ 156,797	58.9%

STORMWAER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 229,343	\$ -	\$ 20,932	9.1%

GENERAL FUND
FOR THE MONTH ENDED APRIL 30, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

58.3%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2021-2022					FY 2021-2022		FY 2020-2021		FY 2020-2021		
	Adopted Budget	Amended Budget	M-T-D Apr-22	Y-T-D Apr-22	Y-T-D % Budget	Apr-22	% Budget	Original Budget	Amended Budget	M-T-D APR-21	Y-T-D APR-21	Y-T-D % Budget
REVENUES												
Property Taxes	\$ 4,813,480		\$ 39,199	\$ 4,865,488	101.1%	\$ 2,807,863	58.3%	\$ 4,629,418	\$ 4,808,157	\$ 40,819	\$ 4,720,940	98.2%
Sales / Beverage Tax	1,824,643		117,814	744,624	40.8%	1,064,375	58.3%	1,438,404	1,580,632	97,490	731,585	46.3%
Grants / Contributions	46,000		4,648	38,331	83.3%	26,833	58.3%	65,000	65,000	98,090	144,445	222.2%
Licenses / Permits	192,680		7,073	218,180	113.2%	112,397	58.3%	191,605	282,485	56,835	286,705	101.5%
Fines / Fees	71,604		16,368	82,975	115.9%	41,769	58.3%	106,718	63,718	10,184	33,571	52.7%
Charge for Services	247,401		35,490	165,845	67.0%	144,317	58.3%	205,500	205,500	39,056	144,276	70.2%
Investment Earnings	1,500		1,168	2,485	165.7%	875	58.3%	24,017	12,000	51	1,137	9.5%
Miscellaneous Income	25,135		2,631	7,986	31.8%	14,662	58.3%	5,250	5,250	6,987	19,697	375.2%
Intergovernmental	778,217		59,504	387,346	49.8%	453,960	58.3%	647,243	647,243	71,397	321,956	49.7%
Surplus / Sales Rentals	1,500		150	550	36.7%	875	58.3%	1,500	1,500	1,165	1,165	77.7%
Total Revenues	\$ 8,002,160	\$ -	\$ 284,045	\$ 6,513,810	81.4%	\$ 4,667,927	58.3%	\$ 7,314,655	\$ 7,671,485	\$ 422,074	\$ 6,405,477	83.5%
EXPENDITURES												
City Manager	\$ 298,728		\$ 16,720	\$ 117,966	39.5%	\$ 174,258	58.3%	\$ 316,473	\$ 321,424	\$ 22,996	\$ 166,933	51.9%
Mayor and City Council	173,025		17,464	99,804	57.7%	100,931	58.3%	140,525	140,525	9,253	33,277	23.7%
City Secretary	187,082		3,260	30,344	16.2%	109,131	58.3%	175,454	183,777	11,447	73,846	40.2%
Municipal Court	106,204		10,228	69,735	65.7%	61,952	58.3%	98,215	103,477	5,514	50,264	48.6%
Human Resources	141,526		9,334	76,485	54.0%	82,557	58.3%	125,229	135,211	8,851	63,127	46.7%
Finance	484,149		60,776	258,489	53.4%	282,420	58.3%	438,148	464,564	37,172	264,323	56.9%
Police	3,125,084		290,961	1,635,038	52.3%	1,822,966	58.3%	2,660,845	2,988,696	346,541	1,549,902	51.9%
Police SRO	212,749		13,385	101,454	47.7%	124,104	58.3%	178,016	208,698	10,803	85,319	40.9%
Fire	2,649,247		222,760	1,372,889	51.8%	1,545,394	58.3%	2,208,977	2,492,360	153,691	1,079,145	43.3%
Community Development	438,900		34,987	248,473	56.6%	256,025	58.3%	387,924	412,959	56,171	257,426	62.3%
Senior Citizen Center	48,316		2,653	15,688	32.5%	28,184	58.3%	38,376	88,376	1,384	9,433	10.7%
Library	299,681		14,534	125,176	41.8%	174,814	58.3%	275,755	293,925	16,280	132,351	45.0%
Non-Departmental	736,900		168,743	587,381	79.7%	429,858	58.3%	580,159	580,159	9,614	454,090	78.3%
Total Expenditures	\$ 8,901,590	\$ -	\$ 865,805	\$ 4,738,922	53.2%	\$ 5,192,595	58.3%	\$ 7,624,096	\$ 8,414,151	\$ 689,719	\$ 4,219,437	50.1%
Total Revenues Over (Under) Exp	\$ (899,430)	\$ -	\$ (581,760)	\$ 1,774,888		\$ (524,668)		\$ (309,441)	\$ (742,666)	\$ (267,645)	\$ 2,186,040	
Other Financing Sources (Uses):												
Non-cash Transactions:												
Capital lease proceeds												
Capital expenditures												
Transfers In (Out):												
Net Change in Fund Balance	\$ (899,430)	\$ -		\$ 1,774,888				\$ (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	\$ -		\$ 3,665,012				\$ 630,816	\$ 1,710,552			
Less: Commitments for Specific Use				-								
Less: Assigned for Specific Use				-				-				
Ending Fund Balance - Unassigned	\$ 990,694	\$ -		\$ 3,665,012				\$ 630,816	\$ 1,710,552			
AVERAGE DAILY EXPENDITURES	24,388	-		12,983				20,888	23,052			
NUMBER OF DAYS IN RESERVE	41			282				30	74			
FUND BALANCE AS A % OF EXPENDITURES	11.1%			77.3%				8.3%	20.3%			

STORMWATER FUND
FOR THE MONTH ENDED APRIL 30, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

58.3%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			FY 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	Apr-22	Apr-22	% Budget	Apr-22	% Budget	Original Budget	Final Budget	M-T-D APR-21	Y-T-D APR-21	Y-T-D % Budget
REVENUES												
Penalties	\$ -					\$ -		\$ 1,200	\$ 1,200	\$ -	\$ -	
Grant Revenue											-	
Drainage Fees	266,000		22,558	156,535	58.8%	155,167	58.3%	320,952	320,952	22,366	155,384	48.4%
Investment Income	175		125	262	149.7%	102	58.3%	1,000	1,000	3	124	12.4%
Miscellaneous Income												
Total Revenues	\$ 266,175	\$ -	\$ 22,683	\$ 156,797	58.9%	\$ 155,269	58.3%	\$ 323,152	\$ 323,152	\$ 22,369	\$ 155,508	48%
EXPENDITURES												
Stormwater Utility	229,343		\$ 10,339	\$ 20,932	9.1%	\$ 133,783	58.3%	561,929	\$ 565,644	\$ 10,907	\$ 79,894	14.1%
Total Expenditures	\$ 229,343	\$ -	\$ 10,339	\$ 20,932	9.1%	\$ 133,783	58.3%	\$ 561,929	\$ 565,644	\$ 10,907	\$ 79,894	14%
Total Revenues Over (Under) Exp	\$ 36,832	\$ -	\$ 12,344	\$ 135,865		\$ 21,485		\$ (238,777)	\$ (242,492)	\$ 11,462	\$ 75,614	
Other Financing Sources (Uses):												
Capital Grant Contributions	-	-	-	-				-	-	-	-	
Net Change in Fund Balance	\$ 36,832	\$ -		\$ 135,865				\$ (238,777)	\$ (242,492)			
Total Unrestricted Fund Balance - BOY	381,259			381,259				\$ (151,838)	\$ 287,257			
Total Fund Balance - EOY	\$ 418,091	\$ -		\$ 517,124				\$ (390,615)	\$ 44,765			
Less: Commitments for Specific Use	-	-		-		-		-	-			
Ending Fund Balance - Unrestricted	\$ 418,091	\$ -		\$ 517,124				\$ (390,615)	\$ 44,765			

WATER & SEWER FUND
FOR THE MONTH ENDED APRIL 30, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

58.3%

			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				Apr-22	% Budget	Original Budget	Amended Budget	M-T-D APR-21	Y-T-D APR-21	Y-T-D % Budget				
REVENUES					Apr-22	Apr-22	% Budget	Apr-22										
Water Service			\$	2,239,404	\$	192,172	\$ 1,356,503	60.6%	\$	1,306,319	58.3%	\$	2,128,290	\$ 2,128,290	\$ 188,471	\$ 1,287,307	60%	
Sewer Service				1,700,194		132,087	932,024	54.8%		991,779.83	58.3%		1,700,194	1,700,194	134,302	969,529	57%	
Sewer Surcharge						-	-						2,705	2,705	-	-		
Penalties						-	-						13,231	13,231	-	-		
Administrative Fees						-	-						3,762	3,762	-	559	15%	
Water Tap Fees				4,000		-	-			2,333.33	58.3%		2,856	2,856	-	4,000	140%	
Meter Purchase / Install				3,645		728	12,500	342.9%		2,126.25	58.3%		3,645	3,645	5,488	26,152	717%	
Sewer Tap Fees				1,768		-	-			1,031.33	58.3%		1,768	1,768	-	(425)	-24%	
Engineer Review Fees				6,120		-	4,263	69.7%		3,570.00	58.3%		6,120	6,120	1,000	20,757	339%	
Sanitation Billing Fees				15,507		3,244	9,303	60.0%		9,045.75	58.3%		15,507	15,507	1,515	8,789	57%	
Other Fees Water / Sewer				1,984		-	-			1,157.33	58.3%		1,984	1,984	-	75	4%	
Sales Tax				139		13	85	61.2%		81.08	58.3%		139	139	12	82	59%	
Arlington Operator Cost				354,500		26,607	164,482	46.4%		206,791.67	58.3%		354,500	354,500	29,970	135,627	38%	
Investment Income				1,100		873	1,925	175.0%		641.67	58.3%		19,179	19,179	25	821	4%	
Miscellaneous Income				4,911		-	-			2,864.75	58.3%		4,911	4,911	-	165	3%	
Cash Over/Under						-	-								-	-		
Equipment Sale Gain (Loss)						-	-								-	-		
Sale of Parts/Assets				1,000		-	-			583.33	58.3%		1,000	1,000	-	-		
Transfer In - Water Impact Fund						-	-								-	-		
Transfer In - Sewer Impact Fund				60,000		5,000	35,000	58.3%		35,000	58.3%				-	-		
Transfer In - Roadway Impact Fund				127,525		10,627	74,390	58.3%		74,390	58.3%				-	-		
Total Revenues			\$	4,521,797	\$	-	-	57.3%	\$	2,637,715	58.3%	\$	4,447,316	\$ 4,447,316	\$ 376,410	\$ 2,562,827	58%	
EXPENDITURES																		
Utility Billing			\$	1,343,331		\$	193,681	\$ 697,004	51.9%	\$	783,609.75	58.3%	\$	1,460,295	\$ 1,460,295	\$ 115,323	\$ 682,158	47%
Operations				1,388,069			115,497	849,188	61.2%	\$	809,707	58.3%		1,375,369	1,377,223	94,237	921,039	67%
Debt Service				295,216		-	272,384	92.3%		\$ 172,209	58.3%		358,559	358,559	-	330,760	92%	
Capital Projects				483,000		37,630	42,910	8.9%		\$ 281,750	58.3%		600,000	600,000	-	7,330	1%	
Non-Departmental				867,846		70,626	511,850	59.0%		\$ 506,244	58.3%		710,477	710,477	57,334	421,631	59%	
Total Expenditures			\$	4,377,462	\$	-	-	54.2%	\$	2,553,520	58.3%	\$	4,504,700	\$ 4,506,554	\$ 266,894	\$ 2,362,918	52%	
Total Revenues Over (Under) Exp			\$	144,335	\$	-	-		\$	84,195		\$	(57,384)	\$ (59,238)	\$ 109,516	\$ 199,909		
Other Funding Sources (Uses):																		
Debt Service - Bond Payments																		
Non-Cash Transactions:																		
Capital Lease Proceeds																		
Capital expenditures																		
Net Change in Fund Balance			\$	144,335	\$	-	-		\$	217,139		\$	(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	\$	-	-		\$	3,762,875		\$	2,018,913	\$ 2,886,764				
Less: Commitments for Specific Use								-										
Less: Assigned for Specific Use								-										
Ending Fund Balance - Unrestricted			\$	3,690,071	\$	-	-		\$	3,762,875		\$	2,018,913	\$ 2,886,764				
AVERAGE DAILY EXPENDITURES				11,993		-	-	6,502						157	162			
NUMBER OF DAYS IN RESERVE				308				579						12,842	17,787			
FUND BALANCE AS A % OF EXPENDITURES				84.3%				158.5%						44.8%	64.1%			

STREETS FUND
FOR THE MONTH ENDED APRIL 30, 2022
FY 2021-22 WITH PRIOR YEAR COMPARISON

58.3%

	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		
			Apr-22	Apr-22	Budget	Apr-22	Budget			APR-21	APR-21	% Budget		
REVENUES														
Frachise Fees Telephone	\$	18,558	\$	237	\$ 4,975		\$ 10,826	58.3%	\$	36,256	\$ 36,256	\$ 439	\$ 5,530	15%
Frachise Fees Garbage		68,607		10,600	48,261	70.3%	40,021	58.3%		68,607		11,076	39,084	57%
Franchise Fees Gas		63,767		-	76,084	119.3%	37,197	58.3%		64,469	64,469	-	56,148	87%
Franchise Fees Electricity		312,427		1,672	142,436	45.6%	182,249	58.3%		312,427	312,427	632	137,818	44%
Franchise Fees Cable		41,000		1,609	11,788	28.8%	23,917	58.3%		53,906	53,906	1,051	11,966	22%
Franchise Fees Water Sew		390,084		32,507	227,549	58.3%	227,549	58.3%		311,312	311,312	25,943	181,599	58%
Investment Income		110		51	93	84.5%	64	58.3%		6,930	6,930	2	76	1%
TexDot Connecting Kennedale					-									
Misc. Income		-		-	26,211							211	521	
Admin Charge - Stormwater		19,995		-	-	0.0%	11,664	58.3%		19,995	19,995		-	0%
Park Pavilion Rental		2,908		695	2,025	69.6%	1,696	58.3%		3,663	3,663	865	865	24%
Ballfield Rental		50		-	-	0.0%	29	58.3%		50	50		-	
Sale of Parts/Assets				-	-		-					-	3,840	
Transfer In Park Dedication							-							
Transfer In TIF Fund							-							
Transfer In Donation Fund							-							
Total Revenues	\$	917,506	\$	47,371	\$ 539,422	58.8%	\$ 535,212	58.3%	\$	877,615	\$ 877,615	\$ 40,219	\$ 437,447	50%
EXPENDITURES														
Street Maintenance	\$	997,624	\$	47,253	\$ 372,897	37.4%	\$ 581,947.33	58.3%	\$	868,448	\$ 915,994	\$ 57,206	\$ 438,494	48%
Park Maintenance		120,000		4,002	32,955	27.5%	70,000	58.3%		122,920	122,920	3,040	23,009	19%
Capital Projects		37,142		3,095	21,666	58.3%	21,666.17	58.3%		24,302	24,302	-	-	
Total Expenditures	\$	1,154,766	\$	54,350	\$ 427,518	37.0%	\$ 673,614	58.3%	\$	1,015,670	\$ 1,063,216	\$ 60,246	\$ 461,503	43%
Total Revenues Over (Under) Exp	\$	(237,260)	\$	(6,979)	\$ 111,904		\$ (138,402)		\$	(138,055)	\$ (185,601)	\$ (20,027)	\$ (24,056)	
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)	\$		\$ 111,904				\$	(138,055)	\$ (185,601)			
Total Unassigned Fund Balance - BOY		200,978			200,978					341,246	386,646			
Ending Fund Balance Sept. 30	\$	(36,282)	\$		\$ 312,882				\$	203,191	\$ 201,045			
Less: Commitments for Specific Use					-									
Less: Assigned for Specific Use					-									
Ending Fund Balance - Unassigned	\$	(36,282)	\$		\$ 312,882				\$	203,191	\$ 201,045			
AVERAGE DAILY EXPENDITURES		3,263			314					2,226	2,362			
NUMBER OF DAYS IN RESERVE		(11)			996					91	85			
FUND BALANCE AS A % OF EXPENDITURES		-3.1%			73.2%					20.0%	18.9%			

**OTHER FUNDS: MONTHLY FINANCIALS
FOR THE MONTH ENDED APRIL 30, 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		\$ 1,621,603	94%	\$ 1,538,711	92%	\$ 82,892	\$ 601,112	\$ 684,004	
OTHER GENERAL FUNDS															
5	Capital Replacement Fund	\$ 234,703	\$ 219,663	\$ 15,040	\$ 29,055	\$ 44,095		\$ 136,875	58%	\$ 109,014	50%	\$ 27,861	\$ 29,055	\$ 56,916	
12	Court Security Fund	2,115	-	2,115	25,344	27,459		2,140	101%	-	0%	2,140	25,344	27,484	
16	Court Technology Fund	1,210	875	335	14,049	14,384		1,838	152%	-	0%	1,838	14,049	15,887	
18	Juvenile Case Manager Fund	1,205	-	1,205	9,894	11,099		347	29%	-	0%	347	9,894	10,241	
21	TIF 1 (New Hope Rd) Fund	192,748	-	192,748	(231,673)	(38,925)		150,080	78%	-	0%	150,080	(231,673)	(81,593)	
34	Lease Fund	1,740	1,650	90	2,102	2,192		1,412	81%	-	0%	1,412	2,102	3,514	
83	Tree Reforestation Fund	30	-	30	71,053	71,083		38	127%	-	0%	38	71,053	71,091	
		\$ 433,751	\$ 222,188	\$ 211,563	\$ (80,176)	\$ 131,387		\$ 292,730		\$ 109,014		\$ 183,716	\$ (80,176)	\$ 103,540	
CAPITAL FUNDS															
4	Capital Projects Fund	\$ 120,060	\$ 106,501	\$ 13,559	\$ 118,161	\$ 131,720		\$ 57,579	48%	\$ -	0%	\$ 57,579	\$ 118,161	\$ 175,740	
13	Capital Bond Fund	1,235	-	1,235	8,211,684	8,212,919		6,019,723	487427%	40,671		5,979,052	8,211,684	\$ 14,190,736	
14	Park Dedication Fund	375	170	205	314,310	314,515		40,122	10699%	125	74%	39,997	314,310	\$ 354,307	
32	Library Building Fund	110	-	110	(2,282)	(2,172)		109	99%	-	0%	109	(2,282)	\$ (2,173)	
45	Roadway Impact Fee Fund	12,130	137,525	(125,395)	678,058	552,663		87,745	723%	74,390	54%	13,355	678,058	\$ 691,413	
61	Water Impact Fee Fund	52,660	-	52,660	37,946	90,606		48,017	91%	-	0%	48,017	37,946	85,963	
62	Sewer Impact Fee Fund	16,948	60,000	(43,052)	162,506	119,454		60,165	355%	35,000	58%	25,165	162,506	187,671	
		\$ 203,518	\$ 304,196	\$ (100,678)	\$ 9,520,383	\$ 9,419,705		\$ 6,313,460		\$ 150,186		\$ 6,036,631	\$ 8,329,845	\$ 14,366,476	
EDC 4B FUNDS															
15	EDC 4B Fund	\$ 800,048	\$ 625,073	\$ 174,975	\$ 1,061,839	\$ 1,236,814		\$ 424,247	53%	\$ 440,654	70%	\$ (16,407)	\$ 1,061,839	\$ 1,045,432	
		\$ 800,048	\$ 625,073	\$ 174,975	\$ 1,061,839	\$ 1,236,814		\$ 424,247		\$ 440,654		\$ (16,407)	\$ 1,061,839	\$ 1,045,432	
SPECIAL REVENUE FUNDS															
30	Hotel/Motel Tax Fund	\$ 11,006	\$ -	\$ 11,006	\$ 24,011	\$ 35,017		\$ 6,064		\$ -		\$ 6,064	\$ 24,011	\$ 30,075	
35	Disaster Recovery Fund	-	-	\$ -	717	\$ 717		2,380		-		\$ 2,380	\$ 717	\$ 3,097	
		11,006	-	11,006	24,728	35,734		8,444		-		8,444		\$ 33,172	



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM VI.C.7.

SUBJECT

Police Department Swearing-In Ceremony

ORIGINATED BY

Darrell Hull, Interim City Manager

SUMMARY

At this time, Chief Darrel Hull will swear in Officers Yarbrough, Franklin, Cohea, and Huffnagle; and recognize Corporal Clark's promotion to Sergeant.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 17, 2022

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

SUBJECT

Approval of the minutes from the April 19, 2022 regular meeting

ORIGINATED BY

Rosie Ericson, Board Secretary

SUMMARY

The minutes are attached for the Council's review.

RECOMMENDATION

ATTACHMENTS

1.	2022_04.19 Minutes - WM	2022_04.19 Minutes - WM.docx
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | APRIL 19, 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

Mayor Rhodes called the meeting to order at 5:30 p.m.

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.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Presentation of the independent auditor's report (Annual Comprehensive Financial Report (ACFR)) for the fiscal year ended September 30, 2021

Interim Finance Director Debby Scott introduced Danny Martinez Managing Director at BKD who present the ACFR. He stated that is an unmodified opinion or a "clean" audit with one finding related to internal controls. The big picture is summarized in the MD&A. The finding was material weakness related to utility receivables. It is not uncommon when you transfer over to new systems. The accounts deemed inactive were not moved over, in a \$399k difference between what we could support and what was on the books.

2. Presentation regarding the establishment of Interlocal Agreements (ILAs), Cooperative Purchasing Agreements, and/or similar with neighboring entities for the benefit of forthcoming public works projects.

Director of Public Works, Joe Walsh stated that we are asking the Council for consideration two cooperative purchasing agreements with the Cities of Grand Prairie and Grapevine who have vendors on their contracts that could benefit our city immensely. The discussion included types of vendors sought via these agreements, how cities were chosen, that all departments can benefit from the purchasing agreements, asphalt v concrete.

3. Discuss and consider offering staff direction regarding civilian compensation study

Director of Human Resources Caroline Green discussed that in May 2021, the City authorized a pay step plan for public safety and the comprehensive study was created and passed. However, there was nothing implemented for our non-public safety personnel. Police and Fire were put at 100% of the market rate at that time with a 15-step plan. Mrs. Green is asking for an updated salary study and define a step pay plan for non-sworn employees estimated cost of the study \$8,500. Council wishes to see a second proposal for the salary step plan rather than moving forward with the salary study at this time.

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

None at this time.

Mayor Rhodes changed the order and moved Executive Session towards the end of the meeting.

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. Hammack Creek (337 Kennedale Sublett Road)
3. Chapter 380 and Economic Development Corporation Agreement between the City of Kennedale, the Kennedale Economic Development Corporation (KEDC), and Karmali Holdings, Inc.
4. City Board Member Qualifications and Appointment Procedure

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. City Attorney

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

Mayor Rhodes announced a short break at 6:51 p.m.

Reconvened into Regular Session at 7:02 p.m.

V. REGULAR SESSION

A. ROLL CALL

Present: Mayor Linda Rhodes, Jan Joplin, Mayor Pro-Tem Place 1; Gary Mitchell Place 2, Kenneth Michels Place 3, Austin Degenhart Place 4, arrived after the work session; James Connor Place 5. Staff: Interim City Manager Leslie Galloway, Chief of Police Darrell Hull, Fire Chief James Brown, Interim Finance Director Debby Scott, Director Human Resources Caroline Green, Director of Public Works Joe Walsh, Municipal Court Clerk Bertha Vindal, Administrative Assistant Rosie Ericson

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

C. VISITOR AND CITIZEN FORUM

At this time, any person may address the 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.

D. REPORTS AND ANNOUNCEMENTS

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

1. Updates from the City Council

Mayor Pro Tem Joplin stated she would like to get a water update, hopefully on the May agenda. Also followed up on the Dunaway UDC proposal as well as the park dedication fund. Busy month Bingo at Senior Center, Patty Perry and Loree Boyd provided the meal; Hollis Matthews provided the bingo prices. She thanked Councilmember Mitchell for all he provides to the senior center through his outreach ministry. A thank you to Laura Smith and Kelly Skiles they have been short staffed for months and continue to provide programming to the senior center. Attended Chamber of Commerce lunch with Marvin Sutton as speaker. The memorial bench was unveiled and presented to Coach Basaldu. Thelma did a great job on the biography of his life. Reminded everyone that the City has an emergency we notification system. Special Council on April 29th regarding the issues we had with the Farmers Market that is now being called Town Center Market. Also, discussion was held on the letter's residence received for the City of Arlington Utilities from the TCEQ about the drinking water violations. The 5th and 8th graders did a great job on the Lion King. Walked the Victory over Violence in Tarrant County. Brought Easter plants to the City Staff on behalf of all the Council. I apologize I did not inform each of you.

Councilmember Mitchell stated that we have a food truck down at the Diamond Shamrock near the car wash named Carmen's. Open for lunch daily and lets all try it and support our local business.

Councilmember Michels attended the Chamber of Commerce luncheon and attended the memorial for Coach Basaldu, he gave me my love for history. April 16th was the great American clean up with the KKB members. Group of men and women from the KISD participated and were a great help; they are called the Green Club. On April 18th Mayor Rhodes and I attended the TRTC meeting with guest speaker Mattie Parker, Mayor of Fort Worth, spoke about transportation bonds. Also, in attendance was the North Texas Council of Governments.

2. Updates from the Mayor

- Proclaiming April 2022 as Child Abuse Prevention Month and recognizing Alliance for Children for their dedication to protecting the children of Tarrant County

March 19th Memorial for Coach Basaldu

April 4 attended the Tarrant County Mayor's Council meeting

April 18th attended the TRTC meeting

Looking over charter provisions and

Special Council meeting this Thursday, April 21st.

3. Updates from the Interim City Manager
Interim City Manager Leslie Galloway announced KIDFISH will be held on May 21, 2022 at Sonora Park

4. Staffing updates from Human Resources Director

Director of Human Resources Caroline Green gave Council an update on the SRG posting for City Manager. We have received 42 applicants; currently Council is reviewing candidates to compile a list of those who will advance in the process. In addition, after several weeks of interview, the management team have made and accepted offers. Director of Finance, arrived April 29, Director of Community Development arrived May 2nd and on June 6 the Director of Library Services will arrive. In addition, a part-time permits clerk began on April 7th.

There was also discussion on how and where job postings are published.

5. Financial Reports for the City

Interim Finance Director Debby Scott took questions from Council on the financial reports. Councilmember Connor would like for the City to consider an internal audit at mid-year.

6. Schedule of Investment Activity for quarter ending March 31, 2022

No discussion was held on this item.

E. 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 March 15, 2022 regular meeting
2. Approval of the minutes from the March 29, 2022 special meeting
Motion To Approve. Action Approve minutes from the March 15, 2022 Regular meeting and March 29, 2022 special meeting. **Moved By** James Connor, **Seconded By** Gary Mitchell. **Motion passes unanimously**
3. Acceptance of independent auditor's report (Annual Comprehensive Financial Report (ACFR)) for the fiscal year ended September 30, 2021
4. Approval of a one-year contract extension with BKD, LLP for the purpose of performing an annual audit for the City and the EDC

Brief discussion was held on going to market for the Audit contract. Bid after this year.

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of a TxDOT Advanced Funding Agreement (AFA) and related Resolution in conjunction with the Safe Routes to School (SRTS) program

AFA allows TXDOT to be the project manager for the SRTS project and reimburse the City with the federal tax dollars. Typically, you'll see those

for any sort of grant application program, so it's a standard agreement for federally funded items.

Mayor Rhodes stated that the Community can expect to see construction in early to mid-2023. She informed KISD that this was on the agenda and they are supportive. Councilmember Connor discussed the length of time of the project and it's all due to funding. Councilmember Degenhart discussed the timeline, felt 7 to 8 months for design seem excessive. TxDOT review is the slowdown at 30, 60 and 90% of the comments. Also included in the discussion was inflation of material costs.

Motion To Approve. Action Approve TxDOT Funding Agreement (AFA) and related Resolution in conjunction with the Safe Routes to School (SRTS) program. Moved By Austin Degenhart Seconded By Kenneth Michels. Motion passed unanimously.

2. Consider approval of an Ordinance, appointing a Municipal Judge, an Associate Judge, and an Alternative Associate Judge; and authorizing the Mayor to sign two-year contracts for each

Municipal Court Clerk Bertha Vindal presented a proposition to use Judge Cass Callaway of Mansfield as it would streamline the process for the City as we have an ILA with the Mansfield Jail. Judge Calloway would be able to take pleas and sign warrants.

Councilmember Connor mentioned Feinsteind vs. Pelican Bay, a civil suit that Cass Callaway was the City Attorney for the City of Pelican Bay. Mr. Connor did not want conflict to come to this City. Judge Lane is a good Judge and he recommended that we sign a two-year contract with him

Motion To Appoint. Action Reappoint. Motion By James Connor to reappoint Judge Bill Lane, Alternate Judge Erin Jackson, Alternate Judge Suzy Vanegas for two years. Seconded By Mayor Pro Tem Jan Joplin. Motion passes unanimously.

Consider approval of a Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie

Motion To Approve. Action Approve Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie Moved By Mayor Pro Tem Jan Joplin; Seconded By Gary Mitchell. Motion passes unanimously.

3. Consider approval of an Interlocal Agreement (ILA) related to purchasing with the City of Grapevine

Motion To Approve. Action Approve Master Interlocal Agreement(ILA) related to purchasing with the City of Grapevine. Moved By: Kenneth Michels Seconded By James Connor. Motion passes unanimously.

4. Consider authorizing an unbudgeted compensation adjustment to civilian (non-sworn) staff

Motion To Approve. **Action** Approve a 2% raise for all civilian (non-sworn) staff. **Moved By** James Connor **Seconded By** Austin Degenhart. **Motion passes unanimously**

G. PUBLIC HEARINGS

None at this time.

Recessed into Executive Session at 8:10 p.m. Pursuant to 551.071 and 551.074.

Reconvened into Regular session at 9:47 p.m.

VI. ADJOURNMENT

Motion To Adjourn **Action** Adjourn. **Motion By** James Connor **Seconded by** Kenneth Michels. **Motion passes unanimously.**

Mayor Rhodes adjourns the meeting at 9:47 p.m.

APPROVED:

ATTEST:

HOLLIS MATTHEWS, MAYOR

ROSIE ERICSON, SECRETARY



MEETING DATE: MAY 17, 2022

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

SUBJECT

Approval of the minutes from the April 21, 2022 special meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.D.4.

SUBJECT

Consider an Ordinance amending the membership of the Keep Kennedale Beautiful (KKB) Commission

ORIGINATED BY

Joe Walsh, Public Works Director

SUMMARY

The Keep Kennedale Beautiful (KKB) Commission currently has a total of nine seats with a quorum of five, which — at times — makes it difficult to establish a quorum. Staff would recommend reducing the number of regular seats to five (with two alternates), which would allow for seven total seats with a quorum of 3. This is similar to the structure used for the Parks and Recreation Board (which has seven regular members, two alternates, and a quorum of 4), which allows for more residents to be appointed when interest is high but also allows for the establishment of a quorum in the event that public interest in the board wanes.

Additionally, it has recently come to staff's attention that KKB does allow for up to three members to be non-residents. However, the Charter prohibits service on any board or commission of anyone who has not both lived in Kennedale for at least one year before their appointment and/or who does not continue to reside within the City throughout their entire term of service.

Staff would recommend removing from City Code this allowance for non-residents to serve on KKB as it does not align with Charter requirements. An Ordinance is attached that would accomplish both of these changes to the membership of KKB. Staff will be available to answer questions. Council consideration and input is appreciated.

CITY CODE REGARDING KKB

Sec. 16-96. - Membership.

(a) Appointed by majority vote of the city council, this commission shall consist of nine (9) regular members designated by places 1 through 9. Appointments shall take place in October of each year, with places 1, 3, 5, 7, and 9 appointed in odd numbered years and places 2, 4, 6, and 8 appointed in even numbered years. The term for each place shall be two (2) years. Members must meet the following qualifications:

- (1) Be a registered voter of the city;
- (2) Shall have resided in the corporate limits of the city for at least one (1) year; and
- (3) Continue residency in the city during the term of office.

(b) Up to three (3) places on the Commission may be filled by individuals who demonstrate a strong commitment to the mission of the Commission, regardless of residency.

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

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

Sec. 16-97. - Organization, rules, and requirements.

...

(d) Members of the commission shall not take any action unless a quorum is present. A quorum shall consist of five (5) members. Each member, including the chair, is entitled to one (1) vote, and action of the commission shall require a

majority of those members present

....

FROM THE CHARTER

ARTICLE VIII - BOARDS AND COMMISSIONS

Section 8.01 - Boards and Commissions—General

(a) In addition to the boards and commissions established by this Charter, the City Council shall be empowered to create additional boards and commissions. Each appointed member of the Boards and Commissions of the City shall meet the following qualifications:

- (1) Be a registered voter of the City;
- (2) shall have resided in the City for one year, and
- (3) continue residency in the City during the term of office.

(b) The City Secretary shall provide application forms to all qualified citizens who express interest in serving on the boards and commissions. All such applicants shall receive due consideration by the City Council however, the City Council may select and appoint any qualified person.

(c) The City Council shall have the authority to remove any appointee from any board or commission.

(d) The City Council shall by ordinance set the size, quorum, length of terms, rules of order and organization of each City board and commission.

RECOMMENDATION

Approve

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.D.5.

SUBJECT

Consider Resolution Repealing Resolution No. 598 which amended the certificate of formation and bylaws of the Kennedale Economic Development Corporation by adding two advisory nonvoting members

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: MAY 17, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.E.1.

SUBJECT

Consider authorizing the interim city manager to make an expenditure of \$36,000 for the repair of a fire truck

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Fire Truck Maintance - Repair	Fire Truck Maintance - Repair.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.



Siddons-Martin Emergency Group
1419 High Meadows Way
Cedar Hill TX USA 75104
Phone #: (972) 837-9038
Fax #: () -

Invoice Number: 14409338

Tag Number:

Date and Time In: 4/4/2022 - 9:45 AM

Date and Time Out: 4/4/2022 - 1:45 AM

Promised Date - Time: 4/4/2022 - 1:45 AM

Cashed Out Date:



Service Advisor: (A00Y) Kenneth Graham

Remit To: PO Box 679827 Dallas, TX 75267-9827

Kennedale, City of
 405 Municipal Drive
 Kennedale TX 76060

1003590

Work: (817) 561-2237 Email: kfdadmin@cityofkennedale.com

Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

Serial Numbers: 4P1CJ01A0BA011831

In-Srv: Miles/Hrs In: Out: Plate #:
 Color Ex: Int:

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description	Qty	Ret.	Price	Savings	Selling Price	Ext Discount	Ext Price
1	BA011831		A00J	Wholesale	\$114.98	\$0.00	\$114.98
ENGINE OIL LEAKS-2 SEPERATE LEAKS WITH CREWS HAVING TO ADD OIL TO UNIT INTERMITTENTLY CAUSE: WASHED OFF ENGINE AND RAN. FOUND FOLLOWING OIL LEAKS. OIL FILTER LOOSE, POWER STEERING GASKET, OIL PAN, REPTO COVER, OIL PUSHING OUT OF CRANKCASE BREATHER TUBE. CORRECTION: WILL NEED TO GO TO ENGINE SHOP TO DIAGNOSE HIGH CRANKCASE PRESSURE.							
Parts Total:				Labor Total:	\$114.98	Job Total:	\$114.98
2	BA011831			Wholesale	\$157.50	\$0.00	\$157.50
CEL GOES ON AND OFF-ADVISED BY SIDDONS-MARTIN IT IS AN EXHAUST SENSOR CAUSE: POSSIBLE FAULTY COOLANT LEVEL SENSOR. CORRECTION: NO CODES FOR EXHAUST. OLD CODES FOR COOLANT LEVEL. 0195 TWICE AND 0197 ONCE. CLEARED CODES. SUGGEST REPLACING LEVEL SENSOR.							
63-2120	SEND,LOW COOLANT PROBE 1/4"	1.00	\$130.68	\$0.00	\$130.68	\$0.00	\$130.68
Parts Total:				\$130.68	Labor Total:	\$157.50	Job Total:
							\$288.18
3	BA011831		A00J	Wholesale	\$472.50	\$0.00	\$472.50
DRIVER SIDE PASSENGER DOOR HANDLE STICKS AND WON'T OPEN CAUSE: WORN OUT DOOR HANDLE AND LATCH MECHANISM. CORRECTION: REPLACE DOOR HANDLE AND LATCH.							
1922710	LATCH ASSY,CAB DR,SNGL RTR,LH	1.00	\$45.08	\$0.00	\$45.08	\$0.00	\$45.08
2585507	HANDLE,CAB DR,LH,OS	1.00	\$188.58	\$0.00	\$188.58	\$0.00	\$188.58
Parts Total:				\$233.66	Labor Total:	\$472.50	Job Total:
							\$706.16
4	BA011831		A00J	Wholesale	\$0.00	\$0.00	\$0.00
AIR LEAK-HAS TO IDLE TO BUILD AIR PRESSURE CAUSE: ONLY AUDIBLE LEAK IS AT FAN CLUTCH. FAILED AIR FITTING ON FAN CLUTCH. CORRECTION: AIR LEAK IDENTIFIED ON PM AND QUOTED.							
Parts Total:					Labor Total:	\$0.00	Job Total:
							\$0.00
5	BA011831			Wholesale	\$472.50	\$0.00	\$472.50
5 INCH INTAKE ON DRIVERS SIDE LEAKING-POSSIBLY INNER GASKET CAUSE: FAILED SEALS. CORRECTION: INSTALL REBUILD KIT. TFT-A1520-KIT BIV VALVE SEAL KIT							
		1.00	\$100.02	\$0.00	\$100.02	\$0.00	\$100.02
Parts Total:				\$100.02	Labor Total:	\$472.50	Job Total:
							\$572.52
6	BA011831		A00J	Wholesale	\$78.75	\$0.00	\$78.75
MANIFOLD DRAIN HANDLE BENT CAUSE: IMPACT DAMAGE. CORRECTION: REPLACE ROD.							
1751139-2000	ROD,THREADED,0.31-24,SS	1.00	\$79.56	\$0.00	\$79.56	\$0.00	\$79.56
Parts Total:				\$79.56	Labor Total:	\$78.75	Job Total:
							\$158.31



Siddons-Martin Emergency Group
1419 High Meadows Way
Cedar Hill TX USA 75104
Phone #: (972) 837-9038
Fax #: () -

Invoice Number: 14409338

Tag Number:

Date and Time In: 4/4/2022 - 9:45 AM

Date and Time Out: 4/4/2022 - 4:45 AM

Promised Date - Time: 4/4/2022 - 4:45 AM

Cashed Out Date:

Service Advisor: (A0QY) Kenneth Graham

Remit To: PO Box 679827 Dallas, TX 75267-9827

Kennedale, City of
405 Municipal Drive
Kennedale TX 76060

1003590

Work: (817) 561-2237 Email: kfdadmin@cityofkennedale.com

Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

Serial Numbers: 4P1CJ01A0BA011831

In-Srv: Miles/Hrs In: Out: Plate #:
Color Ex: Int:

7	BA011831	A0OJ	Wholesale		\$236.25	\$0.00	\$236.25
	R-3 DOOR ALARM GOING OFF-SLIDING TRAY OR BAD SENSOR POSSIBLY CAUSE: LOOSE RAIL AT SENSOR. OTHERS LOOSE ALSO. CORRECTION: TIGHTEN RAIL SCREWS ON L4, R1, R3, R4.						
		Parts Total:		Labor Total:	\$236.25	Job Total:	\$236.25
8	BA011831		Wholesale		\$0.00	\$0.00	\$0.00
	R-7 DOOR STICKING WHEN TRYING TO OPEN OR CLOSE CAUSE: BINDING R1. CORRECTION: ALREADY QUOTED ON JOB 10.						
		Parts Total:		Labor Total:	\$0.00	Job Total:	\$0.00
9	BA011831		Wholesale		\$0.00	\$0.00	\$0.00
	R-5 AIR CYLINDER DOOR LATCH COMES OPEN CAUSE: DAMAGED LATCH. CORRECTION: ISSUE ADRESSED ON PM AND QUOTED.						
		Parts Total:		Labor Total:	\$0.00	Job Total:	\$0.00
10	BA011831		Wholesale		\$472.50	\$0.00	\$472.50
	P1 DOOR HAVING TROUBLE OPENING/CLOSING-CHECK ALL ROLLER DOORS CAUSE: P1 BINDING, WORN PLASTIC GUIDES. CORRECTION: CHECKED ALL ROLL UP DOORS. ONLY ISSUE IS P1 BINDING ON TOP. NEED TO REPLACE DOOR ASSEMBLY.						
	1448702-0378	DOOR, GORTITE, 52.00 X 61.75 PAINT #90	1.00	\$3,544.57	\$0.00	\$3,544.57	\$0.00 \$3,544.57
		Parts Total:		\$3,544.57	Labor Total:	\$472.50	Job Total: \$4,017.07
11	BA011831	A0OJ	Wholesale		\$236.25	\$0.00	\$236.25
	DRIVER SIDE EXT LIGHT BROKEN CAUSE: IMPACT DAMAGE. CORRECTION: ***LIGHT IS DISCONTINUED PER FRC. LIGHT QUOTED IS AN LED UPGRADE***						
	SPA-100-Q20-TKN SPECTRA, LED, 20K LUMEN, 12/24VDC		1.00	\$2,067.12	\$0.00	\$2,067.12	\$0.00 \$2,067.12
		Parts Total:		\$2,067.12	Labor Total:	\$236.25	Job Total: \$2,303.37
12	BA011831	A0OJ	Wholesale		\$0.00	\$0.00	\$0.00
	AUX BREAK WORKING INTERMITTENTLY CAUSE: COULD NOT DUPLICATE. CORRECTION: ENGINE BRAKE WORKED NORMALLY DURING TEST DRIVE. WILL NEED TO BE DIAGNOSED AT CUMMINS SHOP WHEN ENGINE LOOKED AT FOR EXCESSIVE BLOWBY.						
		Parts Total:		Labor Total:	\$0.00	Job Total:	\$0.00
13	BA011831		Wholesale		\$0.00	\$0.00	\$0.00
	QC						
		Parts Total:		Labor Total:	\$0.00	Job Total:	\$0.00



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Remit To: PO Box 679827 Dallas, TX 75267-9827

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$6,155.61
Core Total:	\$0.00
Freight Total:	\$0.00
Sublet Total:	\$0.00
Labor Total:	\$2,241.23
- Labor Discount:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$250.00
Sub Total:	\$8,646.84
- Parts Discount:	\$0.00

Ext Price:	\$8,646.84
Sales Tax:	\$0.00
Total:	\$8,646.84
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$8,646.84
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by:



This Purchase Order Request Form is a standard document used to assist accounts payable in providing purchase order numbers for vendors or purchases that request one. Complete the form by filling in department, date, contact name, phone, vendor name and address, contact name and phone #, quantity, description of items, cost, fund/account #, check all boxes that apply to purchase, provide any notes or comments, and appropriate signatures.

CONTACT NAME:	James Brown
PHONE:	817-538-7379

VENDOR NAME
Siddons-Martin Emergency Group
VENDOR ADDRESS
1419 High Meadows Way
Cedar Hill, TX 75104

CONTACT NAME:	Kenneth Graham
PHONE:	817-561-2237

QTY	DESCRIPTION OF ITEMS	COST	TOTAL	FUND/ACCOUNT #
E59	Excessive blow by causing multiple seals to leak per customer		\$ -	
	Failed front gear housing gasket oil cooler rocker box		\$ -	
	Air filler housing, CAC pipers, AC compressor fuel pump & air compressor		\$ -	
	Diagnostic Charge		\$ 1,152.48	01-5430-10-00
	Parts		\$ 671.85	01-5430-10-00
	Labor		\$ 13,059.20	01-5430-10-00
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
		SUBTOTAL	\$ 14,883.53	

CAPITAL ASSET PURCHASE	PROJECT NAME

1. IF YOU SELECTED "YES" FOR SALES TAX, you must work with vendor to obtain a credit or reimbursement immediately WITH THE EXCLUSION OF MEAL/HOTEL CHARGES. Please notify Finance if SALES TAX amount cannot be reimbursed. You may be required to submit a personal reimbursement back to the City. **ANNOTATE ANY DETAILS ON RECEIPT FOR FINANCE DEPT.**
2. IF YOU SELECTED "YES" FOR OVER \$3000, you must attach 3 quotes. Two of these quotes must be from HUB vendors in Tarrant County. If HUB vendors were not available or purchase was exempt (Cooperative Program, Sole Source, Emergency or Professional Service), you must **ANNOTATE REASON FOR EXEMPTION & OTHER DETAILS BELOW.**
3. IF YOU SELECTED "YES" OVER \$50000, you must attach all RFP/RFB/RFQ documentation. If purchase was exempt (Cooperative Program, Sole Source, Emergency or Professional Service), you must **ANNOTATE REASON FOR EXEMPTION & OTHER DETAILS ON RECEIPT FOR FINANCE DEPT.**

SHIP TO:	REASON FOR EXEMPTION

DATE: 05.09.2022

DATE: 05.09.2022

DATE: _____DATE: _____

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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Southern Plains LLC
PO BOX 772642
Detroit, MI 48277-2642

DALLAS TX BRANCH
4855 MOUNTAIN CREEK PKWY
DALLAS, TX 75236-
(972)708-0000

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

SIDDONS-MARTIN EMERGENCY
GROUP
1362 E RICHEY RD
HOUSTON, TX 77073-3505

KENNY GRAHAM - 214 8850264

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-MAY-2022		01-JUL-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
17602		29-APR-2022	73050551	CPL315500	CONTENDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271575			43884 / 0		E 59

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

24098-1

COMPLAINT

EXCESSIVE BLOW BY CAUSING MULTIPLE SEALS TO LEAK PER CUSTOMER

CAUSE

00343344

ROOT CAUSE OF FAILURE(S):

FAILED FRONT GEAR HOUSING GASKET OIL COOLER ROCKER BOX 3 INJECTOR

HARNESS FRONT CRANK SEAL REAR REPTO HOUSING GASKET CAM PLUG

REAR MAIN SEAL POWER STEERING PUMP CCV FILTER

ACCESS ISSUES:

AIR FILTER HOUSING, CAC PIPES, AC COMPRESSORE FUEL PUMP AND AIR

COMPRESSOR FENDER LINER X2 CROSS MEMBER UNDER OIL PAN AND TRANS

SKID PLATE ALTONATOR AND BRACKET

ADDITIONAL COMMENTS:

WASH UNIT OFF AND RAN ON DYNO

CORRECTION

REMOVED AND REPLACED AND RESEALED

-FRONT GEAR HOUSING

-OIL PAN

-ROCKER BOX

-INJECTOR HARNESS X3

-P/S PUMP GASKET

-FRONT CRANK SEAL

-CCV FILTER

-REAR REPTO HOUSING SEAL

-REAR CRANK SEAL

-REAR CAM PLUG

-REAR SEAL CARRIER

-PAINT

WASH UNIT AND RAN ON DYNO

COVERAGE

CUSTOMER BILLABLE

DIAGNOSTIC CHARGE: 1,152.48

1 0 3944293 GASKET,GEAR HOUSING CECO 68.18 68.18

Completion date : 30-Apr-2022 12:26PM. Estimate expires : 02-Jun-2022 09:50AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE
ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON
WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND
WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND
ACCEPTED.

AUTHORIZED BY (print name)

JAMES BROWN

SIGNATURE

DATE

5/9/22

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Southern Plains LLC ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid Invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Southern Plains LLC
PO BOX 772642
Detroit, MI 48277-2642

DALLAS TX BRANCH
4855 MOUNTAIN CREEK PKWY
DALLAS, TX 75236-
(972)708-0000

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

SIDDONS-MARTIN EMERGENCY
GROUP
1362 E RICHEY RD
HOUSTON, TX 77073-3505

KENNY GRAHAM - 214 8850264

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-MAY-2022		01-JUL-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
17602		29-APR-2022	73050551	CPL315500	CONTENDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271575			43884 / 0		E 59

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		24098-1					
1	0	0	3899283	SEAL,O RING	CECO	7.31	7.31
1	0	0	5272819	SEAL,RECTANGULAR RING	CECO	1.43	1.43
1	0	0	5440813	GASKET,ACC DRIVE SUPPORT	CECO	11.28	11.28
1	0	0	4988280	ORDERED ITEM 3685614 CECO GASKET,HYDRAULIC PUMP	CECO	2.87	2.87
1	0	0	5332563	GASKET,OIL PAN	CECO	41.43	41.43
1	0	0	3939352	GASKET,OIL SUC CONNECTION	CECO	2.93	2.93
1	0	0	3958112	COVER,GEAR	CECO	109.86	109.86
1	0	0	3925343	KIT,SEAL	CECO	123.63	123.63
1	0	0	3959798	GASKET,VALVE COVER	CECO	30.94	30.94
1	0	0	5272959	GASKET,RKR LEVER HOUSING	CECO	12.69	12.69
1	0	0	4934545	HARNES, WIRING	CECO	59.91	59.91
1	0	0	3939353	GASKET,REAR COVER	CECO	7.07	7.07
1	0	0	3912473	SEAL,O RING	CECO	3.41	3.41
1	0	0	5405392	SEAL,OIL	CECO	24.95	24.95
1	0	0	3918174	GASKET,OIL COOLER CORE	CECO	13.58	13.58
1	0	0	3929011	GASKET,LUB OIL CLR COVER	CECO	17.31	17.31
1	0	0	CV50628	ELEMENT,CV	FLG	113.48	113.48
1	0	0	3901969	PLUG,EXPANSION	CECO	5.68	5.68
1	0	0	3926048	SEAL,O RING	CECO	4.04	4.04
3	0	0	3900956	PLUG,EXPANSION	CECO	3.29	9.87

PARTS:

671.85

Completion date : 30-Apr-2022 12:26PM. Estimate expires : 02-Jun-2022 09:50AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Southern Plains LLC ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer must provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

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15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Southern Plains LLC
PO BOX 772642
Detroit, MI 48277-2642

DALLAS TX BRANCH
4855 MOUNTAIN CREEK PKWY
DALLAS, TX 75236-
(972)708-0000

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

SIDDONS-MARTIN EMERGENCY
GROUP
1362 E RICHEY RD
HOUSTON, TX 77073-3505

KENNY GRAHAM - 214 8850264

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-MAY-2022		01-JUL-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
17602		29-APR-2022	73050551	CPL315500	CONTENDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271575			43884 / 0		E 59

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN	24098-1			

PARTS COVERAGE CREDIT:		0.00	CR
TOTAL PARTS:	671.85		
SURCHARGE TOTAL:		0.00	
LABOR:		13,059.20	
LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	13,059.20		
MISC.:		100.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:	100.00		
HAZ WASTE DISPOSAL		100.00	

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 30-Apr-2022 12:26PM. Estimate expires : 02-Jun-2022 09:50AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

SUB TOTAL:	14,983.53
TOTAL TAX:	0.00
TOTAL AMOUNT: US \$	14,983.53

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Southern Plains LLC ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing Intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000
www.piercemfg.com



September 10, 2021

To whom it may concern:

Since 1917, Pierce Manufacturing Inc. ("Pierce") has provided the finest fire apparatus in the industry. The Oshkosh Airport products follows in those footsteps. The quality of our products and services are our number one priority. We demonstrate this through the personalized level of sales, service, and warranty our established dealer network provides throughout the country.

Siddons-Martin Emergency Group is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Louisiana, New Mexico and Texas and recently acquired Utah and Nevada. They also are the exclusive dealer for the sale and service of Oshkosh Airport Products in the states of Texas, New Mexico, Louisiana, Oklahoma, Arizona, and southern Nevada. They are extremely qualified to provide you with the support you have come to expect from Pierce and Oshkosh family with several service & warranty facilities located throughout their territory.

Siddons-Martin
Emergency Group
Protecting the Southwest

Please consider this effective for the year September 1, 2021 thru December 31, 2022. Any additional questions can be directed to Siddons-Martin Emergency directly at toll free 800-784-6806.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristina Spang".

Kristina Spang
Vice President, Aftermarket Product and Support
Pierce Manufacturing Inc.
An Oshkosh Corporation Company * ISO Certified

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.



Siddons-Martin Emergency Group
1419 High Meadows Way
Cedar Hill TX USA 75104
Phone #: (972) 837-9038
Fax #: 0 -

Invoice Number: 14409469A
Tag Number: 5/4 AWA



Date and Time In: 4/22/2022 - 12:46 PM
Date and Time Out: 4/22/2022 - 12:46 PM
Promissory Date - Time: 4/22/2022 - 12:46 PM
Checked Out Date:

Service Advisor: (A0QY) Kenneth Graham

Remit To: PO Box 679827 Dallas, TX 75267-9827

Kennedale, City of
 405 Municipal Drive
 Kennedale TX 76060

1003590

Work: (817) 561-2237 Email: kfdadmin@cityofkennedale.com

Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

Serial Numbers: 4P1CJ01A0BA011831

In-Srv: Miles/Hrs In: Out: Plate #:
Color Ex: Int:

Comments

5/6 APPROVED BY SCOTTY BLEDSOE
 5/4 EST SENT-KG
 05/03 - READY TO ESTIMATE
 4/22 ESTIMATE BEING BUILT

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total		
Description				Qty Ret. Price	Savings	Selling Price	Ext Discount	Ext Price	
1	BA011831		A00J	Wholesale		\$0.00	\$0.00	\$0.00	
DIAGNOSTIC									
Parts Total:				Labor Total:	\$0.00	Job Total:		\$0.00	
2	BA011831			Wholesale		\$315.00	\$0.00	\$315.00	
BOTH FRONT DOOR SEALS TORN, 1 SECTION MISSING CAUSE: WORN TO DUE TO NORMAL WEAR AND TEAR CORRECTION: REPLACE DOOR SEALS.									
935085	SEAL,CAB DR,LOWER,PRIMARY			34.00	\$0.39	\$0.00	\$0.39	\$0.00	\$13.42
1152258	SEAL,RUBBER,CAB DOOR PERIMETER			344.00	\$0.41	\$0.00	\$0.41	\$0.00	\$142.28
Parts Total:				\$155.70	Labor Total:	\$315.00	Job Total:	\$470.70	
3	BA011831		A00J	Wholesale		\$157.50	\$0.00	\$157.50	
REAR DOOR SEALS HAVE SECTIONS FALLING OFF CAUSE: ADESHIVE NOT HOLDING. CORRECTION: REPLACE SEALS.									
935085	SEAL,CAB DR,LOWER,PRIMARY			54.00	\$0.39	\$0.00	\$0.39	\$0.00	\$21.32
Parts Total:				\$21.32	Labor Total:	\$157.50	Job Total:	\$178.82	
4	BA011831		A00J	Wholesale		\$0.00	\$0.00	\$0.00	
RIGHT CAB STORAGE DOOR HINGE LOOSE CAUSE: SCREWS WERE LOOSE. CORRECTION: SECURE SCREWS AND CHECK FOR PROPER OPERATION.									
Parts Total:				Labor Total:	\$0.00	Job Total:		\$0.00	
5	BA011831			Wholesale		\$236.25	\$0.00	\$236.25	
PASSENGER AND DRIVERS AMBER MARKERS HAVE LEDS THAT ARE INOPERATIVE CAUSE: FAILED LEDS. CORRECTION: REPLACE 2 AMBER LAMPS ATOP OF CAB ON BOTH SIDES.									
61-5097	LIGHT,RI-TAR,AMBER LED MARKER W/15DEG GA			2.00	\$8.46	\$0.00	\$8.46	\$0.00	\$16.92
Parts Total:				\$16.92	Labor Total:	\$236.25	Job Total:	\$253.17	
6	BA011831		A00J	Wholesale		\$315.00	\$0.00	\$315.00	
WORN OUT LATCHES ON 2 RIGHT BOTTLE DOORS AND 2 ON REAR LADDER DOOR CAUSE: WEAR AND CORROSION. CORRECTION: REPLACE 4 LATCHES.									



Siddons-Martin Emergency Group
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Tag Number: 5/4 AWA

Date and Time In: 4/22/2022 - 12:46 PM

Date and Time Out: 4/22/2022 - 2:46 PM

Promised Date - Time: 4/22/2022 - 1:46 PM

Cashed Out Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A00Y) Kenneth Graham

Kennedale, City of
405 Municipal Drive
Kennedale TX 76060

1003590

Work: (817) 561-2237 Email: kfdadmin@cityofkennedale.com

Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

Serial Numbers: 4P1CJ01A0BA011831

In-Srv: Miles/Hrs In: Out: Plate #:
Color Ex: Int:

Comments

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5/4 EST SENT-KG
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1000809	LATCH,LIFT&TURN,FLUSH,CHROME	4.00	\$48.96	\$0.00	\$48.96	\$0.00	\$195.82
	Parts Total:	\$195.82	Labor Total:	\$315.00	Job Total:		\$510.82
7	BA011831 A00J	Wholesale		\$157.50	\$0.00	\$157.50	
	4 BOTTLE DOOR MISSING RUBBER STOPS CAUSE: BUMPERS FELL OFF. CORRECTION: REPLACE 4 BUMPERS.						
80-9143	BUMPER,RUBBER,.75" OD X .56" L	4.00	\$0.49	\$0.00	\$0.49	\$0.00	\$1.96
	Parts Total:	\$1.96	Labor Total:	\$157.50	Job Total:		\$159.46
8	BA011831 A00J	Wholesale		\$157.50	\$0.00	\$157.50	
	WIRES ON MONITOR DAMAGED CAUSE: WIRE INSULATION CAME APART. CORRECTION: REPAIR WIRES.						
	Parts Total:		Labor Total:	\$157.50	Job Total:		\$157.50
9	BA011831	Wholesale		\$157.50	\$0.00	\$157.50	
	LIGHT FOR HOSEBED HAS INOPERATIVE LEDS CAUSE: FAILED LEDS CORRECTION: REPLACE LIGHT BAR.						
3192166-0003	LIGHT,AMDOR,LUMA BAR,LED,H20,AY-LB-12HW-4	1.00	\$394.84	\$0.00	\$394.84	\$0.00	\$394.84
	Parts Total:	\$394.84	Labor Total:	\$157.50	Job Total:		\$552.34
10	BA011831 A00J	Wholesale		\$118.13	\$0.00	\$118.13	
	3 LENSES ON TRAFFIC ADVISOR CRACKED CAUSE: WEATHER DAMAGED. CORRECTION: REPLACE 3 LENSES.						
50LENSLA	500 SERIES NO OPTIC AMBER LENS	3.00	\$19.85	\$0.00	\$19.85	\$0.00	\$59.56
	Parts Total:	\$59.56	Labor Total:	\$118.13	Job Total:		\$177.69
11	BA011831 A00J	Wholesale		\$1,102.50	\$0.00	\$1,102.50	
	UNIT NEEDS FRONT BRAKE SHOES AND ROTORS REPLACED. CAUSE: SHOES AND ROTORS ARE WORN. CORRECTION: REPLACE FRONT SHOES AND ROTORS.						
1237720	ROTOR, 22.5" TAK 4	2.00	\$846.41	\$0.00	\$846.41	\$0.00	\$1,692.82
1237707	PADS, (Axle Set) TAK4 DISC BRAKE KIT-4 PADS	1.00	\$350.36	\$0.00	\$350.36	\$0.00	\$350.36
3064863	WHEEL SEAL	2.00	\$40.95	\$0.00	\$40.95	\$0.00	\$81.89
	Parts Total:	\$2,125.07	Labor Total:	\$1,102.50	Job Total:		\$3,227.57



Siddons-Martin Emergency Group
1419 High Meadows Way
Cedar Hill TX USA 75104
Phone #: (972) 837-9038
Fax #: () -

Invoice Number: 14409469A

Tag Number: 5/4 AWA

Date and Time In: 4/22/2022 - 12:46 PM

Date and Time Out: 4/22/2022 - 2:46 PM

Promised Date - Time: 4/22/2022 - 1:41 PM

Closed On Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A0QY) Kenneth Graham

Kennedale, City of
405 Municipal Drive
Kennedale TX 76060

1003590

Work: (817) 561-2237 Email: kfdadmin@cityofkennedale.com

Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

Serial Numbers: 4P1CJ01A0BA011831

In-Srv: Miles/Hrs In: Out: Plate #:
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12	BA011831	A00J	Wholesale			\$787.50	\$0.00	\$787.50
	REFRIGERANT LEAK AT A/C COMPRESSOR CAUSE: FAILED SEALS ON COMPRESSOR SIGHT GLASSES. CORRECTION: REMOVE COMPRESSOR AND REPLACE SIGHT GLASSES.							
	R134A-30	R134A REFRIGERANT	7.00	\$16.92	\$0.00	\$16.92	\$0.00	\$118.43
	1857257	AC, RECEIVER DRYER, RED DOT 10XA, 2DR, QX, EVAP	1.00	\$93.87	\$0.00	\$93.87	\$0.00	\$93.87
		Parts Total:	\$212.30	Labor Total:	\$787.50	Job Total:		\$999.80
13	BA011831	A00J	Wholesale			\$157.50	\$0.00	\$157.50
	TOP RADIATOR COOLANT SUPPORT TUBE BROKEN CAUSE: BROKEN DUE TO VIBRATION. CORRECTION: REPLACE BRACKET.							
	1673159	MTG BRKT, COOLANT TUBE, UPPER	1.00	\$72.98	\$0.00	\$72.98	\$0.00	\$72.98
		Parts Total:	\$72.98	Labor Total:	\$157.50	Job Total:		\$230.48
14	BA011831	A00J	Wholesale			\$157.50	\$0.00	\$157.50
	DRIVERSIDE INNER BATTERY BAD CAUSE: INTERNAL FAILURE. CORRECTION: REPLACE BATTERY.							
	31-5T	BATTERY, GROUP 31	1.00	\$257.17	\$0.00	\$257.17	\$0.00	\$257.17
		Parts Total:	\$257.17	Labor Total:	\$157.50	Job Total:		\$414.67
15	BA011831	A00J	Wholesale			\$124.43	\$0.00	\$124.43
	RIGHT PUMP PANEL SUPPORT IS BROKEN CAUSE: STRESS CRACK. CORRECTION: REPLACE BRACKET.							
	1846772	BRKT, PUMP PANEL BRACE, SS PUC	1.00	\$18.33	\$0.00	\$18.33	\$0.00	\$18.33
		Parts Total:	\$18.33	Labor Total:	\$124.43	Job Total:		\$142.76
16	BA011831	A00J	Wholesale			\$315.00	\$0.00	\$315.00
	FAN CLUTCH AIR FITTING LEAKING CAUSE: WORN FITTING. CORRECTION: REPLACE FITTING.							
	56-4116-0001	FTG, 90 M-CONN, SWIVEL PTC	1.00	\$13.46	\$0.00	\$13.46	\$0.00	\$13.46
		Parts Total:	\$13.46	Labor Total:	\$315.00	Job Total:		\$328.46
17	BA011831	A00J	Wholesale			\$315.00	\$0.00	\$315.00
	RIGHT REAR SLACK ADJUSTER IS NOT SELF ADJUSTING CAUSE: SLACK ADJUSTER HAS INTERNAL DAMAGE. CORRECTION: REPLACE SLACK ADJUSTER.							
	R806024A	SLACK ADJUSTER	1.00	\$206.33	\$0.00	\$206.33	\$0.00	\$206.33
		Parts Total:	\$206.33	Labor Total:	\$315.00	Job Total:		\$521.33



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Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

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18	BA011831	A00J	Wholesale		\$0.00	\$0.00	\$0.00
	REAR TIRE SIDEWALLS TOUCHING AND NAIL IN LEFT REAR INNER CAUSE: TIRE PROFILE NOT CORRECT FOR UNIT. RAN OVER NAIL. CORRECTION: REPLACE DRIVE TIRES.						
		Parts Total:		Labor Total:	\$0.00	Job Total:	\$0.00
19	BA011831		Wholesale		\$949.73	\$0.00	\$949.73
	RIGHT REAR ENGINE MOUNT DAMAGED CAUSE: WORN OUT, DRIED OUT RUBBER MOUNTS. CORRECTION: REPLACE REAR ENGINE MOUNTS BOTH SIDES.						
	1731319	GASKET,EXHAUST,TURBO OUTLET	1.00	\$32.64	\$0.00	\$32.64	\$0.00 \$32.64
	1774217	CLAMP,V-BAND,4.16",ISC/L	1.00	\$107.18	\$0.00	\$107.18	\$0.00 \$107.18
	42-7309	CLAMP,V-BAND,4"	1.00	\$57.34	\$0.00	\$57.34	\$0.00 \$57.34
	1729904	GASKET,EXHAUST OUTLET	1.00	\$26.66	\$0.00	\$26.66	\$0.00 \$26.66
	1732755	ISO MOUNT,CB3 450LB NEO YELLOW FRONT	2.00	\$20.38	\$0.00	\$20.38	\$0.00 \$40.76
	1732756	ISO MOUNT,CB3 850LB NEO BLUE REAR	2.00	\$30.27	\$0.00	\$30.27	\$0.00 \$60.54
		Parts Total:	\$325.12	Labor Total:	\$949.73	Job Total:	\$1,274.85
20	BA011831	A00J	Wholesale		\$0.00	\$0.00	\$0.00
	POWER WIRE FOR Q2 MISSING GROMMET CAUSE: WIRE INSTALLED WITHOUT GORMMET. CORRECTION: DISCONNECT WIRE AND INSTALL GROMMET AT BUMPER.						
		Parts Total:		Labor Total:	\$0.00	Job Total:	\$0.00
21	BA011831		Wholesale		\$236.25	\$0.00	\$236.25
	SWITCH PANELS HAVE TO BE PRESSED VERY HARD TO FUNCTION CAUSE: WORN OUT PANELS. CORRECTION: REPLACE SWITCH PANELS.						
	63-4706-0002	SWITCH ASSY, MEM, D-SERIES MODULE	2.00	\$551.46	\$0.00	\$551.46	\$0.00 \$1,102.92
	CS-TAG5-0435	MEMBRANE SWITCH LABEL	16.00	\$13.86	\$0.00	\$13.86	\$0.00 \$221.69
		Parts Total:	\$1,324.61	Labor Total:	\$236.25	Job Total:	\$1,560.86
22	BA011831	A00J	Wholesale		\$157.50	\$0.00	\$157.50
	BUSHING WORN OUT ON CAB LOCK LATCHES CAUSE: WORN OUT RUBBER BUSHING. CORRECTION: REPLACE BUSHINGS.						
	1342985	CUSHION SPACER FOR 53-4469	2.00	\$9.46	\$0.00	\$9.46	\$0.00 \$18.91
	1428222	SPACER, UPPER CAB LATCH	2.00	\$16.17	\$0.00	\$16.17	\$0.00 \$32.34



Siddons-Martin Emergency Group
1419 High Meadows Way
Cedar Hill TX USA 75104
Phone #:(972) 837-9038
Fax #: () -

Invoice Number: 14409469A
Tag Number: 5/4 AWA



Date and Time In: 4/22/2022 - 12:46 PM
Date and Time Out: 4/22/2022 - 2:46 PM
Promised Date - Time: 4/22/2022 - 1:41 PM
Checked Out Date:

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A0QY) Kenneth Graham

Kennedale, City of
 405 Municipal Drive
 Kennedale TX 76060

1003590

Work: (817) 561-2237 Email: kfdadmin@cityofkennedale.com

Veh Info: 24098 11 PIERCE IMPEL Cstm Pumper

Serial Numbers: 4P1CJ01A0BA011831

In-Srv: Miles/Hrs In: Out: Plate #:
Color Ex: Int:

Comments

5/6 APPROVED BY SCOTTY BLEDSOE
 5/4 EST SENT-KG
 05/03 - READY TO ESTIMATE
 4/22 ESTIMATE BEING BUILT

		Parts Total:		Labor Total:		Job Total:	
23	BA011831	A00J	Wholesale				
BOOT ON LEFT TIE ROD END TORN							
CAUSE: WORN BOOT.							
CORRECTION: REPLACE LEFT TIE ROD END.							
3582901	LINK,TOE CONTROL ADJUST, POST 2007 BUILD	1.00	\$406.19	\$0.00	\$406.19	\$0.00	\$406.19
Parts Total:			\$406.19	Labor Total:	\$472.50	Job Total:	\$878.69

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$5,858.93	Ext Price:	\$12,498.72
Core Total:	\$0.00	Sales Tax:	\$0.00
Freight Total:	\$0.00	Total:	\$12,498.72
Sublet Total:	\$0.00	- Deductible:	\$0.00
Labor Total:	\$6,389.79	- Deposits:	\$0.00
- Labor Discount:	\$0.00	Amount Due:	\$12,498.72
Other Charges:	\$0.00	Amt Tendered:	\$0.00
Shop Supplies:	\$250.00	Chg Returned:	\$0.00
Sub Total:	\$12,498.72		
- Parts Discount:	\$0.00		

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by:

MEETING DATE: MAY 17, 2022

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

SUBJECT

Conduct a Public Hearing and consider approval of a Resolution, authorizing funding participation with Tarrant County Community Development and Housing for the 48th Year Community Development Block Grant (CDBG) Project for replacement of roughly 1,500 linear feet of clay sewer main, manholes, and services

ORIGINATED BY

Joe Walsh, Public Works Director

SUMMARY

Historically, the City has participated in a biennial Public Works project funded, in part, by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), administered by Tarrant County Community Development and Housing Department. Eligible projects must be in Census tracts where the majority of the residents are low- to moderate-income households. The purpose of this Public Hearing is to inform the Council and the citizens of what is intended to be accomplished with this federal funding and to receive any comments.

The project recommended by staff (attached) for the 48th Year CDBG, which would provide for the removal and replacement of clay sanitary sewer lines with 8" PVC pipe, new manholes, and new services along 3rd Street between North Road and Municipal Drive.

The total estimated project cost (including engineering and construction) is \$488,953.59. The City is expected to be awarded \$170,000.00. As part of the application process, the County requires that the City Council formally authorize the project and pledge any leverage amount that may exceed the HUD grant for the design and construction – in this case \$318,953.59 – which would be accomplished via the adoption of the attached Resolution. These amounts could vary based on the scoring criteria of the application and the ranking decisions made by the Mayors Council of Tarrant County. If any changes were to happen regarding the funding allocation from Tarrant County, staff would, of course, inform the Council and bring forward an updated Resolution if required. The City's matching funds would be budgeted in the FY22–23 Capital Projects line item in the Water/Sewer Fund.

The proposed project would include the removal of 1,500 LF of the existing 6" clay sanitary sewer line, which would be replaced by an 8" PVC line. This work is expected to expand capacity, reduce maintenance costs, and resolve current flowage issues.

At this time, Public Works Director Joe Walsh and Shield Engineering staff will offer a brief presentation and be available to answer any questions from the Council.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2-28-2022 STAR-TELEGRAM 4B	2-28-2022 STAR-TELEGRAM 4B.pdf
2.	Affidavit-224614	Affidavit-224614.pdf

3.	R603_48th CDBG_2022	R603_48th CDBG_2022.pdf
4.	Copy of 2022 CDBG_Proposal_3rd Street Sewer_Kennedale	Copy of 2022 CDBG_Proposal_3rd Street Sewer_Kennedale.pdf

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Legals

CITY OF FORT WORTH
PUBLIC NOTICE

Notice is hereby given that the following ordinance was adopted by the Fort Worth City Council at their regular meeting held on Tuesday, January 11, 2022.
ORDINANCE NO. 25289-01-2022

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 21653, AS AMENDED TO CHANGE THE ZONING DISTRICTS FOR CERTAIN PROPERTIES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND NAMING AN EFFECTIVE DATE.

Be it ordained by the City Council of the City of Fort Worth:

SECTION 1.

ZC-21-195 2712-2722 (evens) NW 20th Street (0.79 acres)

Zoning Change:

From: "A-5" One-Family

To: "CF" Community Facilities

Description:

Belmont Park Addition Block 95 Lot(s) 14-18

SP-21-025 8400-8600 blocks Tehama Ridge Parkway (6.03 acres)

Zoning Change:

To: Add Site Plan to PD 1302 for "UR" Urban Residential uses, approved and attached as Exhibit A

Description:

BEING a 6.031 acre tract of land situated in the W. McCowen Survey, Abstract Number 999, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 146.11 acre tract of land described by deed to NTP35, LP (remaining portion), recorded in County Clerk's File Number D216282322, Deed Records, Tarrant County, Texas.

ZC-21-173 2900 block Chapel Creek Boulevard (1.30 acres)

Zoning Change:

From: "AG" Agricultural, "G" Intensive Commercial

To: "E" Neighborhood Commercial

Description:

BEING a tract of land out of the C.K. Gleason Survey, Abstract Number 559, in the City of Fort Worth, Tarrant County, Texas, and being a portion of that tract of land conveyed by deed to Julianne Johnson Atterbury (1/3% interest), Josephine Johnson Franzheim (1/3% interest), and Estella Gillis Johnson (1/3% interest), as recorded under Volume 7440, Page 324, Deed Records, Tarrant County, Texas, (D.R.T.C.T.), (hereinafter referred to as "Johnson Sisters tract"), said tract being described by deed to Gillis A. Johnson as recorded under Volume 1696, Page 1, (D.R.T.C.T.), the subject tract being more particularly described by metes and bounds containing 1.304 acres (56,786 square feet) of land, more or less.

ZC-21-182 1800 E Leuda Street (0.56 acres)

Zoning Change:

From: "A-5" One-Family

To: "CR" Low Density Multifamily

Description:

Being a tract of land situated in the James Sanderson 640 acre Survey, Abstract No. 1430, being a portion of Block 14, of GLENWOOD ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 63, Page 76, Map Records of Tarrant County, Texas, same being a tract of land conveyed to Beneficial REI LLC, by deed recorded in Instrument Number D219253352, Official Public Records of Tarrant County, Texas, and containing 24,471 square feet or 0.56 acres of land.

ZC-21-200 800 block of E. Rendon Crowley Road (1.12 acres)

Zoning Change:

From: "AG" Agricultural

To: "I" Light Industrial

Description:

DESCRIPTION of a 1.126-acre tract of land situated in the Hiram Little Survey, Abstract No. 930, Tarrant County, Texas; said tract being part of that tract of land described in Warranty Deed with Vendor's Lien to Hollins Fund LLC, recorded in Instrument No. D221287721 of the Official Public Records of Tarrant County, Texas.

ZC-21-202 4100 Stonegate Boulevard (2.89 acres)

Zoning Change:

From: "D" High Density Multifamily, "G" Intensive Commercial

To: "R2" Townhouse/Cluster

Description:

Stonegate Addition-Fort Worth Block 8R Lot(s) A

ZC-21-203 9750 Verna Trail N, 1300 Silver Creek Road (201.3 acres)

Zoning Change:

From: "A-10" One-Family

To: "PD/I" Planned Development for all uses in "I" Light Industrial excluding truck wash, batch plant, outdoor kennels, plus outdoor storage and with the following development standards in attached Exhibit B, site plan waiver approved.

Description:

BEING a 39.5376 acre (1,722,259 square foot) tract of land (TRACT 1) and a 161.7642 acre (7,046,448 square foot) tract of land (TRACT 2) situated in the Jacob Wilcox #2 Survey, Abstract No. 1725 and the Robert W Tannahill Survey, Abstract No. 1540, City of Fort Worth, Tarrant County, Texas; said tracts being all of those tracts of land described as Tract 1 and Tract 2 in Amended Special Warranty Deed to Winwood Club Apartments, Ltd. recorded in Instrument No. D217031102 of the Official Public Records of Tarrant County, Texas; said tract also being all of that tract of land described as Tract III in Special Warranty Deed to Winwood Club Apartments, Ltd. recorded in Volume 16069, Page 365 of the Deed Records of Tarrant County, Texas;

TRACT 1

Containing 1,722,259 square feet or 39.5376 acres of land, more or less.

TRACT 2

Containing 7,046,448 square feet or 161.7642 acres of land, more or less.

ZC-21-206 9705 Old Granbury Road (38.77 acres)

Zoning Change:

From: "A-5" One-Family

To: "R2" Townhouse/Cluster

Description:

BEING a tract of land situated in the J.J. Albrado Survey, Abstract No. 4, City of Fort Worth, Tarrant County, Texas and being a portion of the Remainder of a called 49.104 acre tract of land described as Tract M28 conveyed to Total E and P USA Barnett, LLC, according to the document filed of record in Document No. D216266568 Official Records, Tarrant County, Texas (O.R.T.C.T.), and containing 38.7665 acres or 1,688,667 square feet of land, more or less.

ZC-21-209 1819 Dillard St (0.16 acres)

Zoning Change:

From: "A-5/SS" One-Family with Stop Six Overlay

To: "B/SS" Two-Family with Stop Six Overlay

Description:

Walter Willis Addition Block 5 Lot(s) 7

ZC-21-210 7700-8100 blocks North Freeway (104.91 acres)

Zoning Change:

From: "G" Intensive Commercial/I-35 Central Overlay

To: "I" Light Industrial/I-35 Central Overlay

Description:

BEING a tract of land situated in the T. Peck Survey, Abstract No. 1209, the W. McCowen Survey, Abstract No. 999, and the M. Gilbert Survey, Abstract No. 565, City of Fort Worth, Tarrant County, Texas and being the remainder of that certain tract of land described as Tract 5: (Property No. 73 (North Ft. Worth-NW) by deed to Blue Maple Group, LLC, recorded in County Clerk's Document Number D213119387, Deed Records, Tarrant County, Texas, and the remainder of that certain tract of land described as Tract 5: Property Index No. 72 (North Fort Worth-SW [755]) by deed to Blue Maple Group, LLC, recorded in County Clerk's Document Number D213012615, Deed Records, Tarrant County, Texas, said tract of land being more particularly described by metes and bounds and containing a calculated area of 4,579,684 square feet or 105.135 acres of land.

ZC-21-217 1700 blocks E & T Square Streets (11.76 acres)

Zoning Change:

From: "E" Neighborhood Commercial, "G" Intensive Commercial

To: "A-5" One-Family

Description:

DESCRIPTION, of an 11.761 acre (512,306 square foot) tract of land situated in the Thornton K. Hamby Survey, Abstract No. 815, Tarrant County, Texas; said tract being part of Lot 1 and all of Lot 2, Block 2, E.T. Square, according to the plat recorded in Volume 388-200, Page 93 of the Official Public Records of Tarrant County, Texas and all of that tract of land described in Warranty Deed to Benedict A. Termini and Trudy E. Termini recorded in Instrument No. D197093014 of said Official Public Records

SECTION 6.

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

SECTION 7.

That the City Secretary of the City of Fort Worth, Texas is hereby directed to publish this ordinance for two (2) days in the official newspaper of the City of Fort Worth, Texas, as authorized by V.T.C.A. Local Government Code Subsection 52.013.

SECTION 8.

That this ordinance shall take effect upon adoption and publication as required by law.

APPROVED AS TO FORM AND LEGALITY:

/s/ Melinda Ramos

Sr. Assistant City Attorney

Adopted: January 11, 2022

A copy of this ordinance may be reviewed in the City Secretary's Office, Fort Worth

Municipal Building/City Hall, 200 Texas Street, Fort Worth, Texas.

/s/ Jannette S. Goodall

City Secretary

IPL0061921

Feb 28-Mar 1 2022

The Crowley Independent School District is accepting Request for Qualifications for the following: Annual External Financial Audit Services.

Detailed information on how to submit to the bid may be obtained from Crowley ISD Purchasing website <https://www.crowleyisdtx.org/Page/2393>. The Request for Qualifications will advertise on February 21, 2022 and again on February 28, 2022. The Request for Qualifications will close promptly on March 8, 2022 at 2:00 PM CST. This RFQ will not be read publicly aloud. Please read submittal instructions carefully before responding to any part of the advertised RFQ. Crowley ISD reserves the right to accept or reject any or all Request for Qualifications.
IPL0061164
Feb 21, 28 2022

Legal Notice

On March 24, 2022, the Texas Parks and Wildlife Commission will consider authorizing the grant of a utility easement to Oncoir Electric Delivery Company of 0.1 acre at Lake Mineral Wells State Park and Trailway in Palo Pinto County. The meeting is at 9:00 a.m. at 4200 Smith School Rd in Austin. Public comment may be submitted to Jason Estrella, 4200 Smith School Rd, Austin, Texas 78744, by email to jason.estrella@tpwd.texas.gov, or via the department's website at tpwd.texas.gov for the latest information regarding the Commission meeting.
IPL0062077
Feb 28, Mar 7, 14 2022

STAR-TELEGRAM.COM

Legals

CITY OF FORT WORTH
PUBLIC NOTICE

Notice is hereby given that the following ordinance was adopted by the Fort Worth City Council at their regular meeting held on Tuesday, January 25, 2022.
ORDINANCE NO. 25305-01-2022

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 21653, AS AMENDED, SAME BEING AN ORDINANCE REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE OR OTHER PURPOSES, THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE SIZE OF YARDS AND OTHER OPEN SPACES, OFF-STREET PARKING AND LOADING, AND THE DENSITY OF POPULATION, AND FOR SUCH PURPOSES DIVIDING THE MUNICIPALITY INTO DISTRICTS OF SUCH NUMBER, SHAPE AND AREA AS MAY BE DEEMED BEST SUITED TO CARRY OUT THESE REGULATIONS AND SHOWING SUCH DISTRICTS AND THE BOUNDARIES THEREOF UPON "DISTRICT MAPS"; PROVIDING FOR INTERPRETATION, PURPOSE AND CONFLICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND NAMING AN EFFECTIVE DATE.

Be it ordained by the City Council of the City of Fort Worth:

SECTION 1.

ZC-21-215 2100 block Avondale Haslet Road (0.86 acres)

Zoning Change:

From: Unzoned

To: "E" Neighborhood Commercial with Conditional use permit for auto parts sales; site plan approved and attached as Exhibit A

Description:

A TRACT OF LAND BEING A PORTION OF A CALLED 10.0000 ACRE TRACT DESCRIBED IN DEED TO MERJ PROPERTIES LLC IN D215010939, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS. (OPRCT) AND BEING LOCATED IN THE B.R. LACY SURVEY, ABSTRACT NO. 990, CITY OF HASLET, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD (CONTROLLING MONUMENT) AT THE NORTHEAST CORNER OF SAID CALLED 10.0000 ACRE TRACT BEING LOCATED ON THE WEST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD;

THENCE ON SAID WEST RIGHT OF WAY LINE S 21°35'03" E A DISTANCE OF 974.34 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008" AT THE SOUTHEAST CORNER OF SAID CALLED 10.0000 ACRE TRACT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF AVONDALE-HASLET ROAD (AKA CR 4029) AND THE WEST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD, FROM WHICH A FOUND 1/2" IRON ROD (CONTROLLING MONUMENT) ON THE FORMER NORTH RIGHT OF WAY LINE OF AVONDALE-HASLET ROAD (AKA C.R. 4029) BEARS N 90°00'00" W (REFERENCE BEARING) A DISTANCE OF 1876.00 FEET;

THENCE ON THE SOUTH LINE OF SAID CALLED 10.0000 ACRES AND THE NORTH RIGHT OF WAY LINE OF SAID AVONDALE-HASLET ROAD N 90°00'00" W A DISTANCE OF 350.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008" AT THE POINT OF BEGINNING;

THENCE N 90°00'00" W A DISTANCE OF 213.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008";

THENCE N 00°42'35" W A DISTANCE OF 85.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008";

THENCE S 90°00'00" E A DISTANCE OF 67.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008";

THENCE N 00°00'00" W A DISTANCE OF 135.00 FEET TO A SET MAG NAIL W/ WASHER STAMPED "RPLS 6008";

THENCE N 90°00'00" E A DISTANCE OF 145.00 FEET TO A SET MAG NAIL W/ WASHER STAMPED "RPLS 6008";

THENCE S 00°00'00" E A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 37,645 SQUARE FEET OR 0.8642 ACRES, MORE OR LESS.

SECTION 2.

That the zoning regulations and districts, as 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; to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after full and complete public 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 a building and encouraging the most appropriate use of land throughout the community.

SECTION 3.

That this ordinance shall be cumulative of all other ordinances of the City of Fort Worth affecting zoning 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 4.

That all rights or remedies of the City of Fort Worth, Texas, are expressly saved as to any and all violations of Ordinance Nos. 3011, 13896, 21653 or any amendments thereto that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6.

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

SECTION 7.

That the City Secretary of the City of Fort Worth, Texas is hereby directed to publish this ordinance for two (2) days in the official newspaper of the City of Fort Worth, Texas, as authorized by V.T.C.A. Local Government Code Subsection 52.013.

SECTION 8.

That this ordinance shall take effect upon adoption and publication as required by law.

APPROVED AS TO FORM AND LEGALITY:

/s/ Melinda Ramos

Sr. Assistant City Attorney

Adopted: January 25, 2022

A copy of this ordinance may be reviewed in the City Secretary's Office, Fort Worth

Municipal Building/City Hall, 200 Texas Street, Fort Worth, Texas.

/s/ Jannette S. Goodall

City Secretary

IPL0061919

Feb 28-Mar 1 2022

Public Meeting Notice
Capital Improvement Project
Meadowbrook Golf Course

Tell us what you think...

The city's Park & Recreation Department will conduct a project meeting to present the Master Plan for the renovation of Meadowbrook Golf Course.

The proposed 2022 Bond Program includes funding for the renovation of Meadowbrook Golf Course.

Renovation plans to include all 18 holes and any infrastructure needs. Please make plans to participate and hear about the improvements that are on the horizon.

Meeting Details - 6:30 p.m.

Monday, March 7, 2022

Handley Meadowbrook Community Center
6201 Beatty St.

Tell your neighbors to come, too.

Contact - Scott Penn
Project Manager City of Fort Worth

Park & Recreation Department
817-392-5750
Scott.Penn@FortWorthTexas.Gov

For more information about capital projects, visit Fort-WorthTexas.Gov

Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are requested to contact the City's ADA Coordinator at 817-392-8552 or email ADA@FortWorthTexas.gov at least 48 hours prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least 48 hours prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

IPL0059138
Feb 13-18,20-25,27-Mar 4 2022

Capital Improvement Project
Forest Park Pool

Tell us what you think...

The city's Park & Recreation Department will conduct a project meeting to discuss schematic plans for replacement of Forest Park Pool.

This will be the second public meeting and the first as part of the design phase of the project. The 2022 Bond Program includes \$11 million in funding for replacement of the Forest Park Pool.

Please make plans to participate and hear about the improvements that are on the horizon.

Meeting Details

6:30 p.m.

Thursday, March 10
2220 Botanic Garden - Redbud Hall

Tell your neighbors to come, too.

Contact

Scott Penn
Project Manager City of Fort Worth
Park & Recreation Department
817-392-5750
Scott.Penn@FortWorthTexas.Gov

IPL0060270

Feb 16-18,20-25,27-Mar 4,6-9 2022

City of Colleyville

The City of Colleyville City Council gives notice of a Public Hearing on Tuesday, 3/22/2022 at 7:30 p.m. at City Hall, 100 Main Street, Colleyville, Texas:

VC22-001 - Consideration of a Variance to the Street Side Yard Setback for Lot 6, Block 9, Woodbriar Estates Addition, located at 412 Briarcliff Court, Case VC22-001

VC22-002 - Consideration of a Variance to the Street Side Yard Setback for Lot 25, Block H, Brook Meadows Addition, located at 4712 Meandering Way, Case VC22-002

All interested citizens will be given the opportunity to speak and be heard. The CITY OF COLLEYVILLE Planning Technician
IPL0062323
Feb 28 2022

NOTICE

Great Hearts America - Texas invites qualified firms to submit a Competitive Sealed Proposal for construction services for the GH Harmon - New Campus. The Project consists of a new 2-story school building that consists of steel framed with metal stud commercial construction with approximately 70,000 sq ft on a new campus. The project will include sitework, paving, landscape, and interior finishes. Estimated construction budget is \$16,000,000. The project is located on the SW Corner of US 81 and Harmon Road Intersection - Fort Worth, TX. Great Hearts America - Texas will accept Competitive Sealed Proposals for the Great Hearts Harmon New Campus from qualified offerors. Proposals are due March 17, 2022 at 3:00 PM local time by email to spaiser@hk-sinc.com and troper@pmsitx.com. No proposals for this project shall be accepted after this deadline. Proposals will be publicly opened and read aloud immediately after the submission deadline by using videoconferencing software - to be announced. A pre-bid meeting will occur prior to the bid date. Time and date of the pre-bid meeting will be announced in a future Addendum.

Plans and Specifications will be available beginning 2/24/2022 from MSDallas and may be purchased direct from the reprographics company. MSDallas - 214.521.7000 <https://www.msddallas.com> Great Hearts America - Texas reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to Great Hearts America - Texas and to waive all formalities in the procurement process.

IPL0061830

Feb 24,28 2022

NOTICE TO BIDDERS

Meacham International Airport
TxDOT Solicitation No.: NTB-2202MEACH-00043

Sealed bids for the construction of airport improvements at Meacham International Airport need to be addressed and delivered to Mr. Tyler Dale, Airport Project Coordinator, City of Fort Worth Aviation Department, 201 American Concourse, Suite 330, Fort Worth, Texas 76106. Bids will be received until 2:30 PM, March 23, 2022, then publicly opened and read. Any bid received after closing time



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19300	224614	Print Legal Ad - IPL0062334		\$55.68	1	27 L

Attention: Melissa Dailey

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE, TX 760602249

Notice of Public Hearing

The Kennedale City Council will hold a public hearing Tuesday, March 15, 2022, at 5:30 P.M. in the City Council Chambers at 405 Municipal Drive, regarding the authorization to fund participation with Tarrant County Community Development and Housing for the 48th Year Community Development Block Grant (CDBG) Program. The proposed project includes the replacement of roughly 1500 linear feet of clay sewer main, manholes, and services. The system will be upgraded with an 8" PVC pipe, new manholes, and new services along 3rd Street between North Road and Municipal Drive.

Interested persons are encouraged to attend the public hearing to offer public comments or to provide written comments prior to the meeting to the City Secretary, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call 817-985-2105.

IPL0062334
Feb 28 2022

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

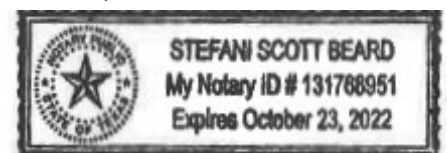
No. of Insertions: 1

Beginning Issue of: 02/28/2022

Ending Issue of: 02/28/2022

Sworn to and subscribed before me this 28th day of February in the year of 2022

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

RESOLUTION NO. 603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, AUTHORIZING FUNDING PARTICIPATION WITH TARRANT COUNTY COMMUNITY DEVELOPMENT AND HOUSING FOR THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR SANITARY SEWER LINE IMPROVEMENTS WITHIN THE CITY OF KENNEDALE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the City Council meeting of March 15, 2022, the City Council of the City of Kennedale held a public hearing and approved the 48th Year Community Development Block Grant (CDBG) Project to replace approximately 1,500 linear feet of clay sewer main, manholes, and services. The system will be upgraded with an 8" PVC pipe, new manholes, and new services along 3rd Street between North Road and Municipal Drive, in the City of Kennedale, Texas; and

WHEREAS, the budget for the project approved on March 15, 2022, reflected an estimated engineering and construction cost in the amount of \$488,953.59, with the City of Kennedale pledging funds in the amount of \$318,953.59; and

WHEREAS, the City funds shall be budgeted in the 2022–23 fiscal year budget and will be utilized for project costs in excess of the CDBG funds available for the project.

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

SECTION 1. That all matters stated in the preamble of this resolution are true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. That the City of Kennedale pledges to fund \$318,953.59 to Tarrant County for the 48th Year CDBG Project for sewer line improvements along 3rd Street between North Road and Municipal Drive.

SECTION 3. That this resolution shall be effective upon its passage.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 15th DAY OF MARCH 2022.

APPROVED:

MAYOR LINDA RHODES

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY



2022 CDBG Project Proposal (48th Year)

City Name City of Kennedale

Project Address 3rd Street (Blocks 300-400) Kennedale, TX 76060

Project Census Block Group 1114.05/01

Project Description Rehabilitation of roughly 1500 linear feet of clay sewer main, manholes, and services by proposing to replace the main with 8" PVC pipe, new manholes, and new services. The main will be replaced through an open-cut method and will provide new service connections to roughly 28 residences and 2 municipal buildings.

Service Area Description Residents along 3rd Street will benefit from the sewer rehabilitation project from North Road(West) to Municipal Drive (East)

Land Use Information Enter the acreage within the boundaries that you just indicated for the "service area", fill in the below table with the appropriate acreage of the land used within those boundaries. Please remember that at least 70% of your service area must be residential, except for ADA Barrier Removal activities under Limited Clientele. Look at land use maps.

State Land Use Codes	Land Use in Acres	Total Acres in Service Area	% of Total Service Area
A1 (Single Family Residential)	12.331	12.331	0.738515901
A2 (Mobile Homes)		0	0
B1 (Multi-family Residential)	1.434	1.434	0.085883692
C1 (Residential Vacant)	0.491	0.491	0.02940648
C2 (Commercial Vacant)		0	0
C6 (Exempt – ROW)		0	0
D3 (Farm land)		0	0
D4 (Undeveloped)		0	0
F1 (Commercial)		0	0
F2 (Industrial)		0	0
J1-8 (Utilities)		0	0
OTHER (Municipal Buildings)	2.441	2.441	0.146193927
TOTAL RESIDENTIAL:	13.765	16.697	0.824399593

City Contact Name

Joe Walsh

City Contact email

jwalsh@cityofkennedale.com

City Contact Phone

817-985-2170

Engineering Firm Name

Shield Engineering Group

Engineer Contact Name

Brian M. Avirett, P.E.

Engineer Contact E-MAIL

Brian.Avirett@Shield-Engineering.com

Engineer Contact Phone

817-810-0696

PREPARED BY:

Max Aransen, E.I.T.

Submit & Questions to:

Susan Au

SAu@TarrantCounty.com

DUE DATE

1/31/2022

2022 CDBG Project Proposal (48th Year)



City Name	City of Kennedale
Project Address	3rd Street (Blocks 300-400) Kennedale, TX 76060

BUDGET

[illegible]

THIS PROPOSAL INCLUDES SPECIAL NOTICES:

Enter special considerations, If any

Construction Subtotal	\$409,195.00
Contingency Rate	8.25%
Contingency	\$33,758.59
Engineer Subtotal	\$46,000.00
TOTAL ESTIMATED COST	\$488,953.59

City Leverage Amount, if applicable	\$ 318,953.59
City Paid Design/Engineering, if applicable	\$ -
Other Sources, if applicable	\$ -
Assumed CDBG 2022 Award (\$145,000 - \$175,000)	\$ 170,000.00
Total Estimated Funds Available	\$488,953.59

NOTE: Balance of project **MUST** be leveraged by the city in order to have a completed and usable project upon final inspection. Assumption of CDBG allocation estimates can be seen in the example of Tiering Projects in the CDBG Guide. Total project costs must equal estimated funds available



2022 CDBG Project Proposal (48th Year)

City Name	City of Kennedale
Project Address	3rd Street (Blocks 300-400) Kennedale, TX 76060

PROJECT JUSTIFICATION

City Contact Name

Joe Walsh

City Contact email

jwalsh@cityofkennedale.co

City Contact Phone

817-985-2170

Engineering Firm Name

Shield Engineering Group

Engineer Contact Name

Brian M. Avirett, P.E.

Engineer Contact E-MAIL

Brian.Avirett@Shield-

Engineer Contact Phone

817-810-0696

PREPARED BY:

Max Aransen, E.I.T.

Submit & Questions to:

Susan Au

SAu@TarrantCounty.com

DUE DATE

1/31/2022

Needs and Problems

THE EXISTING 6" CLAY SEWER LINES ALONG 3RD STREET, WHICH ARE ABOUT 70 YEARS OLD, HAVE NUMEROUS CRACKS AND FULL COLLAPSES IN THE LINE. THESE PROLONGED ISSUES HAVE BECOME A CONSTANT MAINTENANCE ISSUE FOR THE CITY. THE REPLACEMENT OF THIS LINE WILL INCREASE RELIABILITY, IMPROVE THE FUNCTIONALITY OF THE SYSTEM, LIMIT ISSUES WITH CLOGGING, REDUCE CONSTANT CLEANING AND MAINTENANCE, AND REPLACE A SYSTEM THAT IS WELL PAST ITS USEFUL LIFE.

Financial Need

THE CITY OF KENNEDALE RELIES ON PROPERTY TAXES, SALES TAX, AND WATER AND SEWER BILLING AS REVENUE SOURCES FOR PUBLIC WORKS PROJECTS. CDBG FUNDING FOR THIS PROJECT WILL ENSURE ITS CONSTRUCTION IN THE UPCOMING YEAR.

Environmental & Neighborhood Conditions

THE SERVICE AREA OF THIS PROJECT CONSISTS OF AN OLDER RESIDENTIAL NEIGHBORHOOD SERVED BY A 6" CLAY SEWERLINE THAT IS PAST ITS SERVICE LIFE. THIS PROJECT WILL IMPROVE THE CURRENT CONDITIONS BY IMMEDIATELY PROVIDING IMPROVED SERVICE TO THE NEIGHBORHOOD. THERE WILL BE NO NEGATIVE IMPACTS ON THE ENVIRONMENT DUE TO THIS PROJECT.



2022 CDBG Project Proposal (48th Year)

City Name City of Kennedale
Project Address 3rd Street (Blocks 300-400) Kennedale, TX 76060

REQUIRED SUPPLEMENTAL INFORMATION

Include the following required documents (Email as PDF attachments)

Comments (if not attached)

City Contact Name

Joe Walsh

City Contact email

jwalsh@cityofkennedale.com

City Contact Phone

817-985-2170

Engineering Firm Name

Shield Engineering Group

Engineer Contact Name

Brian M. Avirett, P.E.

Engineer Contact E-MAIL

Brian.Avirett@Shield-Engineering.com

Engineer Contact Phone

817-810-0696

PREPARED BY:

Max Aransen, E.I.T.

Submit & Questions to:

Susan Au

SAu@TarrantCounty.com

DUE DATE

1/31/2022

City Annual Financial Information

☒ Check

(The most current City Financial Summary available that shows assets and liabilities and/or line items indicating amount reserved for public infrastructure projects paid by the city. One page summary will suffice.)

City Comprehensive Plan or equivalent

☒ Check

<https://www.cityofkennedale.com/122/Community-Development/Comprehensive-Plan>

If the city has a comprehensive plan, please include the portion which indicates community goals and future plans for land use in respect to using CDBG funds for projects or a web link.)

Date of City Public Hearing

3/15/2022

The intent of the public hearing during a city council meeting is to let your council and public know what you want to do with these federal funds and to listen to any comments, objections and finally approval by your council to move forward with the project. This can all be reflected in your minutes and a copy can be emailed to the planner when available

Copy of Public Notice

☐ Check

This will be released 2-28-2021

It is required that the City post a public notice at least 10 business days prior to an actual meeting, a public meeting will occur in city chambers discussing this project, hear any comments given and a certified copy of minutes plus any comments made will be sent to the planner to go with the proposal.)

Copy of Public Hearing Minutes

☐ Check

This will be provided once released

Attach a copy of the approved public hearing minutes and a copy of the public notice. If the hearing is scheduled and has not been executed, please mail or fax a copy of the public notice and approved public hearing minutes to the senior planner or CDBG Project administrator as soon as minutes are approved.)

Copies of any Citizen Input or additional comments

☐ Check

This will be provided after the public meeting

Map(s) indicating service area outlining project area

☒ Check

Map of FEMA Flood Map

☒ Check

Other Maps

☒ Check

CCTV reports have been attached