

KENNEDALE CITY COUNCIL AGENDA

**REGULAR MEETING | JUNE 21, 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.CITYOFKENNEDALE.COM/VIDEOS
THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT**

I. CALL TO ORDER

- A. ROLL CALL
- B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS
FLAGS

II. VISITOR AND CITIZEN FORUM

Anyone wishing to address the City Council regarding any item on the agenda may do so as that item is considered, provided that a 'Speaker Request Form' is submitted to the City Secretary before the Work Session begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the submitted form, and should address the Council as a whole, rather than individual Councilmembers or staff.

III. WORK SESSION

- A. Discussion regarding prioritization of infrastructure projects including but not limited to streets, parks, water, wastewater, and stormwater projects
- B. Safe Routes to School (SRTS) update and discussion
- C. Discuss RFQ (request for qualifications) for the UDC/ Comprehensive Plan

IV. REPORTS AND ANNOUNCEMENTS

- A. Recognize Sandra Lee for her years of service on the City Council
- B. Commissioner Precint 2 - Devan Allen, will present a Proclamation to the City
- C. Updates from City Council
- D. Updates from City Manager
- E. Updates from the Mayor
- F. Staffing updates from Human Resources Director
- G. Financial Reports for the City

V. CONSENT AGENDA

- A. Approval of the minutes from the May 12, 2022 special meeting
- B. Approval of the minutes from the May 17, 2022 regular meeting
- C. Approval of the minutes from the June 2, 2022 special meeting
- D. Approval of the minutes from the June 10, 2022 special meeting

VI. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider approval of an agreement between the Tarrant County Emergency Services District No. 1 and the City of Kennedale for American Rescue Plan Act State and Local Recovery Funds
- B. Authorize and approve a contract amendment for Dunaway
- C. Transfer from TIF #1 To Other City Funds
- D. Authorize and approve the purchase order for a Skid Steer Compact Tract Loader at the cost of \$86,403.14
- E. Approval of issuance of a Purchase Order for three (3) fully equipped Police Vehicles in the amount of \$182,681
- F. Approve and issue a contract to Shield Engineering for the Valley Lane Engineering Study in the amount of \$333,828
- G. Appoint Mayor Pro Tem

VII. 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 §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*
- B. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).*
- C. **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 Secretary Interview
 - 2. City Manager Contract
- D. **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.*

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

IX. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE JUNE 21, 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.

CITY SECRETARY

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



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.

SUBJECT

Discussion regarding prioritization of infrastructure projects including but not limited to streets, parks, water, wastewater, and stormwater projects

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: WORK SESSION ITEM III.B.

SUBJECT

Safe Routes to School (SRTS) update and discussion

ORIGINATED BY

George Campbell, City Manager
Melissa Dailey

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 19, 2022

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

SUBJECT

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

ORIGINATED BY

Leslie Galloway, Interim City Manager

SUMMARY

Attached is the current timeline for the Safe Routes to School (SRTS) program, in cooperation with NCTCOG. As previously discussed, the community can expect to see construction begin early to mid-2023. The current consideration (also attached) is an Advanced Funding Agreement (AFA) with TxDOT and the related Resolution. Upon the Council's approval of this agreement, staff and consultants will begin the design portion of the project.

The total projected local participation for this ~\$1.35m project is estimated at \$406,682 (with an estimated \$883,756 being federally funded; and an estimated \$57,619 being state funded). Of note, according to Section 4 of Resolution 566 (attached) passed in 2020, the City would be responsible for any cost overruns. The 80% federal participation applies to construction costs only. The City's estimated participation includes 20% of the construction costs as well as full funding for any necessary environmental and engineering, right-of-way acquisition, and utility relocation related to the project.

The scope of work is defined as "a pedestrian-centered sidewalk project located in the Crestdale Subdivision, which is situated between Delaney Elementary and Arthur Intermediate schools. This project lies between Kennedale Parkway and Crestview Drive and between Clover Lane and Arthur Drive. This project will install roughly 7,650 LF of 5' to 7' wide sidewalks and 1060 LF of crosswalks in and around the Crestdale Subdivision on Cloverlane Drive, Mistletoe Drive, Paula Street, Timberline Drive, Crestview Drive, and Reeves Lane."

Staff will be available to answer any questions.

RECOMMENDATION

Approve

ATTACHMENTS

1.	0902-90-199_SRTS - Kennedale / TxDOT AFA	0902-90-199_DRAFT AFA.pdf
2.	R604 - AFA Pedestrian Infrastructure Arthur Intermediate and Delaney Elementary 4.14.22 (002)	R604 - AFA Pedestrian Infrastructure Arthur Intermediate and Delaney Elementary 4.14.22 (002).pdf
3.	20220207 Kennedale SRTS Schedule	20220207 Kennedale SRTS Schedule.pdf
4.	R566	R566.pdf



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: WORK SESSION ITEM III.C.

SUBJECT

Discuss RFQ (request for qualifications) for the UDC/ Comprehensive Plan

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.

SUBJECT

Recognize Sandra Lee for her years of service on the City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.C.

SUBJECT

Updates from City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

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

SUBJECT

Updates from City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.E.

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.F.

SUBJECT

Staffing updates from Human Resources Director

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.G.

SUBJECT

Financial Reports for the City

ORIGINATED BY

Anne LaMere, Director of Finance and IT

SUMMARY

Cash Balances by Fund Report

The council asked for information regarding cash balances by funds at the May meeting. The information is provided, and variance analysis is provided for variances over \$100k. Most cash variances track the revenue and expense report and show that revenue is exceeding expenses. For simplicity, the net income by fund is highlighted in Green on the Revenue and Expense Report.

Revenue & Expense Report

Every fund shows revenue greater than expenses as shown in the year-to-date column and highlighted in Green. The red variances in the Budget Remaining column are the result of current year's expenses being less than the budget for the year.

The largest variance is shown in Fund 13 for \$6M and is related to the recognition of revenue in the current year for the \$6M bond, but the revenue was not budgeted. Using this item in the middle of page 2 as an example – \$0 budget less current year revenue, \$6M shows (\$6M revenue). The red in this case means that the revenue was not budgeted, which was an error, but not a bad item in terms of cash or revenue.

Conclusion

The City is financially healthy. There is nothing in the financials that causes me concern, or that I believe needs to be addressed by the Council at this point in time.

RECOMMENDATION

Approve

ATTACHMENTS

City of Kennedale May 2022 Monthly Financial Report

Fund / Description	2021			Current Year As of May 2022				
	Year To Date	Actual	% Expensed	Budget	May	Year To Date	% Expensed	Budget Remaining
Fund 01 General Fund Revenues	\$6,872,272	\$8,928,392	89.58%	\$8,002,160	\$359,918	\$6,873,728	85.90%	\$1,128,432
Fund 01 General Fund Expenditures								
Department 01 City Manager	\$191,176	\$537,284	59.5%	\$298,728	\$40,442	\$158,408	53.03%	\$140,320
Department 02 Mayor / Council	\$48,343	\$122,505	34.4%	\$173,025	\$8,505	\$108,309	62.60%	\$64,716
Department 03 City Secretary	\$82,795	\$157,098	45.1%	\$187,082	\$2,573	\$32,917	17.59%	\$154,165
Department 04 Municipal Court	\$57,100	\$111,029	55.2%	\$106,204	\$6,924	\$76,659	72.18%	\$29,545
Department 05 Human Resources	\$72,606	\$123,888	53.7%	\$141,526	\$12,607	\$89,092	62.95%	\$52,434
Department 07 Finance	\$295,582	\$431,525	63.6%	\$484,149	\$48,526	\$307,015	63.41%	\$177,134
Department 09 Police	\$1,812,548	\$3,161,819	56.7%	\$3,337,833	\$209,381	\$1,945,872	58.30%	\$1,391,961
Department 10 Fire	\$1,248,967	\$2,346,382	50.1%	\$2,649,247	\$197,193	\$1,570,082	59.27%	\$1,079,165
Department 12 Community Development	\$296,578	\$667,713	71.8%	\$438,900	\$42,697	\$291,171	66.34%	\$147,729
Department 16 Senior Citizen Center	\$10,846	\$69,374	12.3%	\$48,316	\$2,081	\$17,770	36.78%	\$30,546
Department 17 Library	\$152,283	\$279,655	51.8%	\$299,681	\$14,404	\$139,580	46.58%	\$160,101
Department 90 Non Departmental	\$467,339	\$719,699	80.6%	\$736,900	\$29,496	\$616,877	83.71%	\$120,023
Fund 01 General Fund Expenditure Subtotal	\$4,736,164	\$8,727,970	56.29%	\$8,901,591	\$614,828	\$5,353,751	60.14%	\$3,547,840
Fund 01 General Fund Total	\$2,136,109	\$200,422	-287.63%	(\$899,431)	(\$254,910)	\$1,519,977		(\$2,419,408)
Fund 02 Debt Service Fund Revenues	\$1,559,671	\$3,415,023	94.82%	\$1,727,705	\$12,504	\$1,634,107	94.58%	\$93,598
Fund 02 Debt Service Fund Expenditures	\$1,467,912	\$3,216,655	99.42%	\$1,668,763	\$2,250	\$1,540,962	92.34%	\$127,801
Fund 02 Debt Service Fund Total	\$91,759	\$198,369	54.51%	\$58,942	\$10,254	\$93,146	158.03%	(\$34,204)
Fund 04 Capital Projects Fund Revenues	\$75,180	\$148,987	90.31%	\$120,060	\$106	\$57,685	48.05%	\$62,375
Fund 04 Capital Projects Fund Expenditures		\$103,157	0.00%	\$106,501			0.00%	\$106,501
Fund 04 Capital Projects Fund Total	\$75,180	\$45,830	-377.65%	\$13,559	\$106	\$57,685	425.44%	(\$44,126)
Fund 05 Capital Vehicle/Computer Replace Revenue	\$8,474	\$104,856	8.61%	\$234,703	\$24,976	\$161,851	68.96%	\$72,852
Fund 05 Capital Replacement Fund Expenditures	\$123,543	\$183,680	68.48%	\$219,663	\$13,929	\$122,944	55.97%	\$96,719
Fund 05 Capital Replacement Fund Total	(\$115,069)	(\$78,824)	140.31%	\$15,040	\$11,046	\$38,908	258.69%	(\$23,868)
Fund 07 Stormwater Utility Fund Revenues	\$177,670	\$265,543	55.19%	\$266,175	\$22,861	\$179,659	67.50%	\$86,516
Fund 07 Stormwater Utility Fund Expenditures	\$86,692	\$174,438	38.85%	\$229,343	\$769	\$21,702	9.46%	\$207,641
Fund 07 Stormwater Utility Fund Total	\$90,978	\$91,105	92.10%	\$36,832	\$22,092	\$157,957	428.86%	(\$121,125)

City of Kennedale May 2022 Monthly Financial Report

Fund / Description	2021			Current Year As of May 2022				
	Year To Date	Actual	% Expensed	Budget	May	Year To Date	% Expensed	Budget Remaining
Fund 10 Water/Sewer Fund Revenue	\$2,900,717	\$4,875,668	57.83%	\$4,521,797	\$440,887	\$3,031,362	67.04%	\$1,490,435
Fund 10 Water/Sewer Expenditures								
Department 01 Utility Billing	\$814,387	\$1,426,495	55.77%	\$1,343,331	\$27,477	\$724,481	53.93%	\$618,850
Department 02 Operations	\$1,013,718	\$1,203,505	73.61%	\$1,388,069	\$114,144	\$963,332	69.40%	\$424,737
Department 03 Debt Service	\$330,761	\$60,108	92.25%	\$295,216		\$272,384	92.27%	\$22,832
Department 04 Municipal Court	\$9,230		N/A	\$483,000	\$1,574	\$44,484	9.21%	\$438,516
Department 90 Non Departmental	\$479,138	\$1,793,598	67.44%	\$867,846	\$70,662	\$582,512	67.12%	\$285,334
Fund 10 Water/Sewer Expenditure Subtotal	\$2,647,234	\$4,483,706	58.74%	\$4,377,462	\$213,856	\$2,587,193	59.10%	\$1,790,269
Fund 10 Water/Sewer Fund Total	\$253,483	\$391,962	337.19%	\$144,335	\$227,031	\$444,170	307.74%	(\$299,835)
Fund 12 Court Security Fund Revenues	\$1,095	\$2,020	47.62%	\$2,115	\$278	\$2,418	114.31%	(\$303)
Fund 12 Court Security Fund Expenditures								
Fund 12 Court Security Fund Total	\$1,095	\$2,020	47.62%	\$2,115	\$278	\$2,418	114.31%	(\$303)
Fund 13 Capital Bond Fund Revenues	\$902	\$1,047	0.02%	\$1,235	\$4,293	\$6,024,016	487774.57%	(\$6,022,781)
Fund 13 Capital Bond Fund Expenditures	\$40,567	\$41,107	1.74%		\$8,771	\$49,442	0.00%	(\$49,442)
Fund 13 Capital Bond Fund Total	(\$39,666)	(\$40,060)	-1.08%	\$1,235	(\$4,477)	\$5,974,574	483771.19%	(\$5,973,339)
Fund 14 Park Dedication Fund Revenues	\$199,153	\$547,188	#####	\$375	\$4,162	\$44,284	11809.10%	(\$43,909)
Fund 14 Park Dedication Fund Expenditures	\$280	\$780	164.71%	\$170		\$125	73.53%	\$45
Fund 14 Park Dedication Fund Total	\$198,873	\$546,408	54.51%	\$205	\$4,162	\$44,159	21541.04%	(\$43,954)
Fund 15 EDC4B Fund Revenues	\$486,103	\$995,486	67.15%	\$800,048	\$102,007	\$526,254	65.78%	\$273,794
Fund 15 EDC4B Fund Expenditures	\$436,975	\$569,828	71.99%	\$625,073	\$25,017	\$465,671	74.50%	\$159,402
Fund 15 EDC4B Fund Total	\$49,128	\$425,658	42.02%	\$174,975	\$76,990	\$60,583	34.62%	\$114,392
Fund 16 Court Technology Fund Revenues	\$1,032	\$1,828	78.11%	\$1,210	\$231	\$2,070	171.04%	(\$860)
Fund 16 Court Technology Fund Expenditures				\$875				\$875
Fund 16 Court Technology Fund Total	\$1,032	\$1,828	231.69%	\$335	\$231	\$2,070	617.78%	(\$1,735)
Fund 17 Street Improvement Fund Revenues	\$484,336	\$837,782	55.19%	\$917,506	\$65,531	\$604,953	65.93%	\$312,553
Fund 17 Street Improvement Fund Expenditures	\$532,086	\$961,928	50.05%	\$1,154,766	\$53,796	\$481,315	41.68%	\$727,247
Fund 17 Street Improvement Fund Total	(\$47,750)	(\$124,146)	25.73%	(\$237,260)	\$11,735	\$123,639	-52.11%	(\$414,694)

City of Kennedale May 2022 Monthly Financial Report

Fund / Description	2021			Current Year As of May 2022				
	Year To Date	Actual	% Expensed	Budget	May	Year To Date	% Expensed	Budget Remaining
Fund 18 Juvenile Case Manager Fund Revenues	\$483	\$639	22.47%	\$1,205	\$33	\$380	31.52%	\$825
Fund 18 Juvenile Case Manager Fund Expenditures								
Fund 18 Juvenile Case Manager Fund Total	\$483	\$639	22.47%	\$1,205	\$33	\$380	31.52%	\$825
Fund 21 TIF #1 New Hope Fund Revenues	\$119	\$188,404	0.07%	\$192,748	\$7,004	\$157,084	81.50%	\$35,664
Fund 21 TIF #1 New Hope Fund Expenditures								
Fund 21 TIF #1 New Hope Fund Total	\$119	\$188,404	0.07%	\$192,748	\$7,004	\$157,084	81.50%	\$35,664
Fund 30 Hotel/Motel Tax Fund Revenues	\$5,341	\$16,227	105.77%	\$11,006	\$18	\$6,083	55.27%	\$4,923
Fund 30 Hotel/Motel Tax Fund Expenditures								
Fund 30 Hotel/Motel Tax Fund Total	\$5,341	\$16,227	105.77%	\$11,006	\$18	\$6,083	55.27%	\$4,923
Fund 31 Police Seizure Fund Fund Revenues	\$0	\$0	0.00%	0	\$2	\$2,967		(\$2,967)
Fund 31 Police Seizure Fund Fund Expenditures								
Fund 31 Police Seizure Fund Fund Total	\$0	\$0	0.00%	\$0	\$2	\$2,967		(\$2,967)
Fund 32 Library Building Fund Revenues	\$230	\$285	143.44%	\$110	\$7	\$116	105.80%	(\$6)
Fund 32 Library Building Fund Expenditures								
Fund 32 Library Building Fund Total	\$230	\$285	143.44%	\$110	\$7	\$116	105.80%	(\$6)
Fund 34 LEOSE Fund Revenues	\$71	(\$70)	4.06%	\$1,740	\$2	\$1,414	81.27%	\$326
Fund 34 LEOSE Fund Expenditures		\$1,700	0.00%	\$1,650			0.00%	\$1,650
Fund 34 LEOSE Fund Total	\$71	(\$1,770)	-78.41%	\$90	\$2	\$1,414	1571.27%	(\$1,324)
Fund 35 Disaster Recovery Fund Revenues	\$70	\$76,564	70.17%		\$557	\$2,937		(\$2,937)
Fund 35 Disaster Recovery Fund Expenditures	\$75,777	\$76,564	22.51%					
Fund 35 Disaster Recovery Fund Total	(\$75,707)	\$0	22.50%	\$0	\$557	\$2,937		(\$2,937)
Fund 41 Disaster Recovery Fund Revenues	\$11	\$13	22.36%	\$13	\$7,619	\$7,638	58753.46%	(\$7,625)
Fund 41 Disaster Recovery Fund Expenditures					\$1,750	\$1,750		(\$1,750)
Fund 41 Disaster Recovery Fund Total	\$11	\$13	22.36%	\$13	\$5,869	\$5,888	45291.92%	(\$5,875)
Fund 45 Roadway Impact Fee Fund Revenues	\$310,775	\$363,531	2071.83%	\$12,130	\$4,290	\$92,035	758.74%	(\$79,905)
Fund 45 Roadway Impact Fee Fund Expenditures	\$172,472	\$247,786	87.32%	\$137,525	\$17,294	\$91,683	66.67%	\$45,842
Fund 45 Roadway Impact Fee Fund Total	\$138,303	\$115,745	-75.77%	(\$125,395)	(\$13,004)	\$352	-0.28%	(\$125,747)

City of Kennedale May 2022 Monthly Financial Report

Fund / Description	2021			Current Year As of May 2022				
	Year To Date	Actual	% Expensed	Budget	May	Year To Date	% Expensed	Budget Remaining
Fund 61 Water Impact Fund Revenues	\$146,792	\$180,865	207.59%	\$52,660	\$4,252	\$52,269	99.26%	\$391
Fund 61 Water Impact Fund Expenditures								
Fund 61 Water Impact Fund Total	<u>\$146,792</u>	<u>\$180,865</u>	207.59%	<u>\$52,660</u>	<u>\$4,252</u>	<u>\$52,269</u>	99.26%	<u>\$391</u>
Fund 62 Sewer Impact Fund Revenues	\$92,942	\$121,467	502.26%	\$16,948	\$4,855	\$65,020	383.65%	(\$48,072)
Fund 62 Sewer Impact Fund Expenditures				\$60,000	\$5,000	\$40,000	66.67%	\$20,000
Fund 62 Sewer Impact Fund Total	<u>\$92,942</u>	<u>\$121,467</u>	502.26%	<u>(\$43,052)</u>	<u>(\$145)</u>	<u>\$25,020</u>	-58.12%	<u>(\$68,072)</u>
Fund 83 Tree Restoration Fund Revenues	\$27	\$32	5.48%	\$30	\$37	\$76	252.00%	(\$46)
Fund 83 Tree Restoration Fund Expenditures								
Fund 83 Tree Restoration Fund Total	<u>\$27</u>	<u>\$32</u>	5.48%	<u>\$30</u>	<u>\$37</u>	<u>\$76</u>	252.00%	<u>(\$46)</u>
Fund 85 Unclaimed Property Fund Revenues					\$1	\$2		(\$2)
Fund 85 Unclaimed Property Fund Expenditures								
Fund 85 Unclaimed Property Fund Total	<u>\$0</u>	<u>\$0</u>		<u>\$0</u>	<u>\$1</u>	<u>\$2</u>		<u>(\$2)</u>
Fund 95 EDC4B Bond Reserve Fund Revenues	\$49	\$56	9.70%	\$55	\$65	\$134	243.22%	(\$79)
Fund 95 EDC4B Bond Reserve Fund Expenditures								
Fund 95 EDC4B Bond Reserve Fund Total	<u>\$49</u>	<u>\$56</u>	9.70%	<u>\$55</u>	<u>\$65</u>	<u>\$134</u>	243.22%	<u>(\$79)</u>

Cash Balance by Fund as of May 31, 2022

Fund	Description	May-22	Oct 2021	Difference	Notes on > \$100k Variance
01	01-1010 General Fund	4,206,238.80	2,637,665.21	1,568,573.59	Revenue exceeds expense for 2022
02	02-1010 Debt Service Fund	778,095.98	685,336.54	92,759.44	
04	04-1010 Capital Project Fund	204,666.76	132,969.24	71,697.52	
05	05-1010 Vehicle Fund	75,374.23	31,598.52	43,775.71	Revenue exceeds expense for 2022
07	07-1010 Storm Drainage Fund	529,889.87	377,531.98	152,357.89	
10	10-1010 Water and Sewer Fund	3,593,272.21	3,160,810.57	432,461.64	
12	12-1010 Court Security Fund	27,651.69	25,247.76	2,403.93	Revenue exceeds expense for 2023
13	13-1010 CIP Fund	8,274,235.81	2,303,905.70	5,970,330.11	
14	14-1010 Park Dedication Fund	691,819.71	648,504.61	43,315.10	
15	15-1010 EDC 4B Fund	1,308,134.80	1,071,297.50	236,837.30	Related to \$6M bond issue
16	16-1010 Court Technology Fund	16,393.21	14,331.79	2,061.42	
17	17-1010 Streets Improvement Fund	215,608.17	104,138.11	111,470.06	
18	18-1010 Juvenile Case Manager Fund	8,503.45	8,133.83	369.62	Collection of \$185k in receivables + Rev exceeds Expense for 2022 \$60k
21	21-1010 TIF Fund	654,444.08	497,686.80	156,757.28	
30	30-1010 Hotel/Motel Tax Fund	35,626.61	24,012.09	11,614.52	
31	31-1010 Police Seizure Fund	3,628.24	662.94	2,965.30	Revenue exceeds expense for 2023
32	32-1010 Library Building Fund	(1,958.91)	(2,075.29)	116.38	
34	34-1010 LEOSE Fund	3,298.51	1,886.04	1,412.47	
35	35-1010 Disaster Recovery Fund	1,073,435.57	1,071,842.07	1,593.50	
41	41-1010 Park Recreation and Donations F	40,603.03	36,524.24	4,078.79	
45	45-1010 Roadway Impact Fee Fund	346,967.68	346,792.10	175.58	
61	61-1010 Water Impact Fee Fund	100,476.97	48,258.05	52,218.92	
62	62-1010 Sewer Impact Fee Fund	194,987.44	170,064.85	24,922.59	
83	83-1010 Tree Reforestation Fund	71,093.50	71,053.25	40.25	
85	85-1010 Unclaimed Property Fund	1,990.73		1,990.73	
95	95-1010 Revenue Bonds Fund	125,793.38	125,722.16	71.22	
	Totals:	22,580,271.52	13,593,900.66	8,986,370.86	



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.A.

SUBJECT

Approval of the minutes from the May 12, 2022 special meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | MAY 12, 2022 AT 6:00 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Linda Rhodes called the special council meeting to order at 6:00 p.m.

A. ROLL CALL

PRESENT: Mayor Linda Rhodes, Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2, Kenneth Michels, Place 3; Austin Degenhart, Place 4 James Connor, Place 5; **ABSENT:** none. **STAFF:** Interim City Manager Darrell Hull, Director of Human Resources and Administrative Services Caroline Green, City Attorney Carvan Adkins **CONSULTANTS:** Chance LeBlanc of Dunaway.

II. EXECUTIVE SESSION

III.

The Council recessed into Executive Session at 6:01 p.m.

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

1. City Manager
2. 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

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

Mayor Rhodes reconvened the opening meeting at 8:40 p.m.

There was no action to take at this time.

V. ADJOURNMENT

Motion Adjourn. Action Adjourn Moved by Michels Seconded by Connor. Motion passed unanimously.

Mayor Rhodes adjourned the meeting at 8:40 p.m.

After adjournment Councilmember Connor stated that it was a pleasure to work with Mayor Linda Rhodes and thank for her service.

APPROVED:

ATTEST:

HOLLIS MATTHEWS, MAYOR

ROSIE ERICSON, BOARD SECRETARY

UNAPPROVED MINUTES



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.

SUBJECT

Approval of the minutes from the May 17, 2022 regular meeting

ORIGINATED BY

Rosie Ericson, Board Secretary

SUMMARY

If completed, draft minutes will be on the Dias at the time of the City Council Meeting.

RECOMMENDATION

Approve

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.C.

SUBJECT

Approval of the minutes from the June 2, 2022 special meeting

ORIGINATED BY

Rosie Ericson, Board Secretary

SUMMARY

If completed, draft minutes will be on the Dias at the time of the City Council Meeting

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.

SUBJECT

Approval of the minutes from the June 10, 2022 special meeting

ORIGINATED BY

Rosie Ericson, Board Secretary

SUMMARY

If completed, draft minutes will be on the Dias at the time of the City Council Meeting

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.A.

SUBJECT

Consider approval of an agreement between the Tarrant County Emergency Services District No. 1 and the City of Kennedale for American Rescue Plan Act State and Local Recovery Funds

ORIGINATED BY

James Brown, Fire Chief

SUMMARY

The attached document is between the Tarrant County Emergency Services District no. 1 and the City of Kennedale for American Rescue Plan Act state and local recovery funds. This agreement supplies funding in two amounts, the first is \$30,000 for first responder Personal Protective Equipment and Self Contained Breathing Apparatus. The second is for \$580,000 for the purchase of a replacement Mobile Intensive Care Unit (ambulance) with all associated medical equipment.

Staff will be available to answer any question from the Council.

RECOMMENDATION

Approve

ATTACHMENTS

THE STATE OF TEXAS

§
§
§
§
§

**AGREEMENT BETWEEN THE TARRANT
COUNTY EMERGENCY SERVICES DISTRICT
NO. 1 AND THE CITY OF KENNEDALE
FOR AMERICAN RESCUE PLAN ACT
STATE AND LOCAL RECOVERY FUNDS**

This Agreement ("Agreement") is between the TARRANT COUNTY EMERGENCY SERVICES DISTRICT No. 1 (the "ESD") and the **City of Kennedale** (the "CITY") and shall be effective on the date that the last signature is affixed (the "Effective Date"). The ESD and the CITY enter into the following Agreement:

Section 1: Recitals

On August 24, 2021, the Commissioners Court of Tarrant County approved an Interlocal Agreement in Commissioners Court Order #136137 between the ESD and Tarrant County Government ("COUNTY") allotting initial program funding to the ESD through the American Rescue Plan Act ("ARPA"). The State and Local Fiscal Recovery Funds ("FRF") authorized in ARPA (C.F.D.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery. Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County's unincorporated area through meeting equipment replacement needs, personal protective equipment, and related expenses. The purpose of this Agreement is to establish the terms and conditions under which CITY, as an emergency services provider in the unincorporated area of Tarrant County, and ESD will collaborate for the provision of the category of items designated by Commissioners Court. This Agreement enables CITY to acquire replacement equipment and related materials for fire, first responder, and ambulance services detailed in Appendix A and then receive reimbursement from ESD through the funds provided to ESD by Commissioners Court Order.

Section 2: Authority

Section 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services. Section 418.109(d) of the Texas Government Code authorizes the provision of mutual aid assistance from a local government entity or organized volunteer group to another local government entity or organized volunteer group. This agreement is made pursuant to the authority of Government Code sections 418.109, 791.011, and 791.027 of the Texas Government Code. CITY shall follow guidance issued by the U.S. Treasury pertaining to the proper use of FRF funds.

Section 3: Term

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until December 31, 2026. Either ESD or CITY may terminate this Agreement upon seven (7) days' prior written notice to the other Party.

Section 4: Authorized Use of Funds

Using funds provided to ESD by the FRF, ESD shall provide reimbursement to CITY for expenses related to FRF eligible uses designated in Appendix A or subsequent amendments to Appendix A.

During the term of the Agreement, CITY acknowledges a limit on purchases eligible for reimbursement by ESD per program year and detailed in Appendix A or subsequent amendments to Appendix A.

Section 5: Reporting Requirements

CITY shall provide to ESD quarterly and annual reports concerning items for which it seeks reimbursement from ESD. These quarterly reports shall include invoices for eligible expense with proof of payment. CITY shall provide to ESD the quarterly and annual reports according to the schedule contained in Appendix B.

All expenditures for which the CITY will seek reimbursement from ESD must be obligated, as defined by the U.S. Treasury, by December 31, 2024 and goods received and paid by December 31, 2025.

CITY shall keep and maintain, for a period not less than five (5) years after the termination of this Agreement any and all records relating to expenditures, reimbursements, and reporting requirements related to this Agreement.

Section 6: Audit Responsibilities

ESD acknowledges the burden and responsibility for conducting Audit Requirements for Federal Awards (2 CFR part 200) lies with ESD and the CITY if the CITY receives more than \$750,000. Upon request of ESD, CITY agrees to provide ESD with appropriate documentation to assist ESD in completing any required audits.

If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Subrecipient shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and Local agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit.

Section 7: Acquisition of Equipment

It is the obligation of CITY to acquire and pay for equipment it intends to seek later reimbursement from ESD. Upon delivery and deployment of the equipment to CITY, ESD or its agent retains the right to inspect the equipment acquired by CITY.

Section 8: Independent Contractors

It is understood that any relationship created by this Agreement between ESD and CITY shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

Section 9: Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 10: Applicable Law

The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a court of competent jurisdiction in Tarrant County, Texas.

Section 11: Authorization

By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

Section 12: Notices

Notices under this Agreement shall be in writing, and may be given by hand delivery or U.S. mail. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

ESD: Tarrant County Emergency Services District No. 1
2750 Premier Street
Fort Worth, Texas 76111
Attn: Rick Holman, President (or successor)

CITY: City of Kennedale

Attn.: _____

Section 13: Debarment & Suspension

CITY represents that is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. CITY agrees to have an active registration in the System for Award Management (SAM.gov).

Section 14: Audit Clause

The Subrecipient must agree that ESD and COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Subrecipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Subrecipient and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to ESD and COUNTY under this agreement. The Subrecipient must agree that ESD and COUNTY will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. ESD or COUNTY will provide the Subrecipient with reasonable advance notice of intended audits. The Subrecipient must provide records within ten (10) business days or a mutually agreed upon timeline.

Section 15: Standards for Financial Management

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

CITY shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- Maintain records that permit the tracing of funds to a level of detail that establishes the funds have been used in compliance with contract requirements
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements.

Section 16: Equipment

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Procedures for managing equipment must meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.

Disposition. When original or replacement equipment acquired under FRF is no longer needed for the original project, the non-Federal entity must request disposition instructions from the ESD.

Section 17: Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF KENNEDALE, TEXAS

Rick Holman
President

Name: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

AUTHORIZED USE OF FUNDS

Authorized Uses

Ambulances and associated emergency medical equipment
Medical personal protective equipment
Equipment to ensure continuity of emergency services including generators and radio equipment
Program costs for increasing vaccination rates
Emergency medical equipment related to first responder activities

Authorized Use of Funds Schedule

Phase	Item(s)	Amount*	Status
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M259)	\$580,000.00	Open

* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

** Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.

APPENDIX B

QUARTERLY AND ANNUAL REPORTING DATES

Quarterly Reporting Periods		Report Due
First	July 1 st to September 30 th	October 5 th
Second	October 1 st to December 31 st	January 5 th
Third	January 1 st to March 31 st	April 5 th
Fourth	April 1 st to June 30 th	July 5 th

Annual Reporting Periods		Report Due
Year 1	July 1 to June 30, 2022	July 5, 2022
Year 2	July 1 to June 30, 2023	July 5, 2023
Year 3	July 1 to June 30, 2024	July 5, 2024
Year 4	July 1 to June 30, 2025	July 5, 2025
Year 5	July 1 to June 30, 2026	July 5, 2026
Year 6	July 1 to December 31, 2026	January 5, 2027

MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.B.

SUBJECT

Authorize and approve a contract amendment for Dunaway

ORIGINATED BY

Elizzebeth Loomis

SUMMARY

Authorize contract amendment No. 1 with Dunaway Associates, LLC in the amount of \$2,333.00 per month for municipal planning consulting services. Due to the increase in growth and planning/zoning applications for the City of Kennedale, staff is requesting additional assistance for the contract duration. Currently Chance LeBlanc, Planner (Dunaway Associates, LLC representative) is allocated forty-eight hours per month. The proposed amendment would allow up to sixty hours of professional municipal planning services provided by Mr. LeBlanc and an additional Dunaway associate.

Dunaway Associates, LLC provides a variety of planning related services to include review and input on zoning cases, appeals to the Board of Adjustments, special exception requests, variance requests, preliminary plats, final plats, and other platting documents; attendance and staff representative at City Council, Planning and Zoning Commission and Board of Adjustment meetings..

RECOMMENDATION

Approve

ATTACHMENTS



To:

Leslie Galloway
Interim City Manager
City of Kennedale
405 Municipal Dr.
Kennedale, TX 76060

From:

Barry Hudson, AICP
Senior Discipline
Associate

Dunaway Location

550 Bailey Avenue
Suite 400
Fort Worth, TX 76107

Dunaway No. P007618.001

August 17, 2021

Reference: Proposal for Professional Services
City of Kennedale Planning Consulting Services

Leslie:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for planning services on the above-referenced Project. Based on emails, we believe the following scope of services will meet the needs of City of Kennedale (Client) for this Project.

Project Understanding

Dunaway will provide interim planning consulting services as follows:

SCOPE OF WORK

1. Interim Municipal Planning Consulting – Dunaway will provide professional planning consulting services as requested by the City Manager or Interim City Manager on a variety of planning related topics. These topics shall include but are not limited to: review and provide input on zoning cases, appeals to the Board of Adjustment, special exception requests, variance requests, preliminary plats, final plats, and other platting documents (for developments not represented by Dunaway); other special planning services requested by the City Manager or Interim City Manager; attendance and staff representation at City Council, Planning & Zoning Commission, and Board of Adjustment meetings; and coordination with other city staff on the foregoing services. Dunaway will provide a Primary Consultant (herein so called) to provide the foregoing services, and if necessary, a Secondary Consultant (herein so called) to assist in providing the services.

FEE

- **Primary Consultant: \$125 per hour**
- **Secondary Consultant: \$195 per hour**
- **Not to exceed \$6,000.00 per month without prior written authorization from Client**

Dunaway proposes to provide the scope of work described above for a fee as shown above, plus a 2% administrative fee, direct expenses, and any applicable State Sales Tax. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway's proposed fee. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required in conjunction with municipal planning services. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services are desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Preparation of amendments to the Kennedale Unified Development Ordinance.
2. Special planning corridor studies.
3. Civil Engineering services, including paving, drainage, water, and sewer utilities design.
4. Landscape Architecture services, including park design, streetscape, irrigation, and site lighting design.
5. Surveying services, including boundary, topographic, easements, and tree surveys.
6. Environmental services, including storm water management, wetlands delineation, and grant application assistance.

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.



Proposal for Professional Services
City of Kennedale Planning Consulting Services
Page 3

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company**

Agreed & Accepted

CITY OF KENNEDALE

Barry Hudson, AICP, CNU-A
Senior Discipline Lead - Associate

By: Leslie E. Galloway

Name: Leslie E. Galloway

Title: Interim City Manager

Date: August 24, 2021

Attachment: Standard Terms & Conditions

BH/lau

\\\\ftworth\\file system\\Production4000\\007600\\7618\\001\\Proposal\\7618.001 - Kennedale Planning Consulting Proposal - 2021-0817.docx

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

- I. **Basis of Compensation.** Unless stated otherwise in the Base Contract, Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2021 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	\$90.00 - \$160.00
Information Systems	\$110.00 - \$121.00
Marketing/Business Development	\$95.00 - \$275.00
Financial	\$125.00 - \$286.00
Civil Technician.....	\$100.00 - \$121.00
Civil Designer.....	\$65.00 - \$143.00
Graduate Engineer.....	\$125.00 - \$143.00
Project Engineer	\$140.00 - \$226.00
Managing Engineer	\$170.00 - \$193.00
Technical Engineer.....	\$190.00 - \$286.00
Project Surveyor.....	\$155.00 - \$171.00
Survey Party Chief	\$125.00 - \$160.00
Survey Technician	\$90.00 - \$132.00
Survey Field Assistant.....	\$70.00 - \$88.00
GIS	\$100.00 - \$171.00
Planner	\$105.00 - \$231.00
Landscape Architect Intern.....	\$105.00 - \$116.00
Landscape Designer.....	\$115.00 - \$127.00
Landscape Architect.....	\$115.00 - \$165.00
Environmental Scientist.....	\$110.00 - \$154.00
Intern	\$75.00 - \$83.00
Discipline Lead.....	\$145.00 - \$270.00
Engagement Manager	\$215.00 - \$350.00
Line of Business Manager/Executive	\$280.00 - \$320.00
Regional Manager/Executive	\$265.00 - \$292.00
Managing Partner.....	\$375.00 - \$420.00
Chairman/President.....	\$475.00 - \$540.00

- II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, LLC under this Agreement.

- III. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

- IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

- V. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

- VI. **Cancellation.** It is understood that this Agreement may be canceled at any time for any reason upon written notice by the Client or its City Manager or Interim City Manager and payment shall be due based on the method of computation in this Agreement only on Work performed or expenses incurred to date of cancellation.

- VII. **Payments and Interest.** Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

- VIII. **Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 30 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and, to the extent permitted by law, shall defend and indemnify Dunaway Associates, LLC** from and against any claims for injury or loss stemming from Dunaway Associates, LLC's cessation of service.

- IX. **Legal Action.** Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.

- X. **Dispute Resolution and Termination.** In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's

attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VI.

XI. Reimbursable Expenses. Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Administrative Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the net amount of such contracts.

Dunaway reserves the right to amend this fee policy at any given time.

XII. Certifications, Guarantees and Warranties. Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

XIII. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

XIV. Miscellaneous.

- A. Intellectual Property. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.
- B. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- C. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- D. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance

with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.

- E. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.
- F. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.
- G. Independent Contractor. Dunaway Associates, LLC's status shall be that of an independent contractor and not an agent, servant, or employee of Client in the performance of this Agreement. No term or provision of or act of Dunaway Associates, LLC or Client under this Agreement shall be construed as changing that status. Dunaway Associates, LLC will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and, in accordance with the terms of this Agreement, shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors but, only to the extent outlined in Item II above.
- H. The doctrine of respondent superior shall not apply between Client and Dunaway Associates, LLC, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Client and Dunaway Associates, LLC.



AUTHORIZATION FOR CONTRACT AMENDMENT

Date: May 24, 2022 **Amendment No.:** 1 **Dunaway Project No.:** B007618.001
Project Name: City of Kennedale Planning Consulting Services
Attn: Mr. Darrell Hull, Interim City Manager
Client: City of Kennedale
Address: 405 Municipal Drive, Kennedale, TX 76060

Services covered by this authorization shall be performed in accordance with the Dunaway "Standard Terms & Conditions," under the original Agreement dated August 17, 2021.

ORIGINAL CONTRACT AMOUNT:	\$6,000.00	Hourly Services per Month
---------------------------	------------	---------------------------

CONTRACT AMENDMENT #1 AMOUNT:	\$2,333.00	Hourly Services per Month
-------------------------------	------------	---------------------------

TOTAL REVISED CONTRACT AMOUNT:	\$8,333.00	Hourly Services per Month
--------------------------------	------------	---------------------------

In recognition of the need by the Client for additional planning consulting time on a monthly basis and discussions on May 19, 2022, the Client hereby requests and authorizes Dunaway Associates, LLC (Dunaway) to perform the following additional services:

DETAILED SCOPE OF WORK

1. Additional Interim Municipal Planning Consulting..... \$2,333.00 Hourly per Month

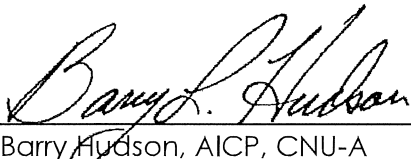
Dunaway will provide professional planning consulting services as requested by the City Manager or Interim City Manager on a variety of planning related topics. These topics shall include but are not limited to: review and provide input on zoning cases, appeals to the Board of Adjustment, special exception requests, variance requests, preliminary plats, final plats, and other platting documents (for developments not represented by Dunaway); other special planning services requested by the City Manager or Interim City Manager; attendance and staff representation at City Council, Planning & Zoning Commission, and Board of Adjustment meetings; and coordination with other city staff on the foregoing services. Dunaway will provide a Primary Consultant (herein so called) to provide the foregoing services, and if necessary, a Secondary Consultant (herein so called) to assist in providing the services.

Authorization for Contract Amendment
Page 2

If the proposed scope of this amendment meets with your approval, please sign below and return one copy to our office as our notice to proceed.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company**



Barry Hudson, AICP, CNU-A
Senior Discipline Lead, Associate

Agreed & Accepted
CITY OF KENNEDALE

By: _____

Name: _____

Title: _____

Date: _____

BLH/lau

G:\Production4000\007600\7618\001\Proposal\7618.001 - Kennedale Planning Contract Amendment #1 - 2022-0524.docx

MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.C.

SUBJECT

Transfer from TIF #1 To Other City Funds

ORIGINATED BY

Anne LaMere, Director of Finance and IT

SUMMARY

During 2016 and 2017, Fund 21 borrowed funds from other funds that have not been repaid

Amounts Owed from Fund 21 New Hope TIF for each of the funds are shown below. The funds were borrowed during 2016 and 2017 for studies and surveys.

General Fund 1	\$ 8,854.00
Water Sewer Fund 10	\$ 320,601.00
Street Improvement Fund 17	\$ 176,235.00
Roadway Impact Fund 45	<u>\$ 223,691.00</u>
Total Due Other Funds	<u>\$ 729,381.00</u>

Current Cash	\$ 654,781.74
--------------	---------------

Request to Transfer from Fund 21 to Fund Listed Below in Repayment of Funds Borrowed in 2016 and 2017

General Fund 1	\$ 8,854.00
Water Sewer Fund 10	\$ 320,601.00
Street Improvement Fund 17	\$ 176,235.00
Roadway Impact Fund 45	<u>\$ 149,091.74</u>
Total Request to be repaid	<u>\$ 654,781.74</u>

The TIF receives property taxes in an amount calculated using the increase in property values in the TIRZ from the 2012 value to the current property value multiplied by the tax entity participation value. For 2022, this will be about approximately \$200k. Payments have been received from the City and Community College entities. Payments from the County and Hospital District will amount to approximately \$50k for 2022.

The additional \$74,599.26 still owed to Fund 45 can be repaid in 2023. This amount can be approved for repayment during the budget process for inclusion in the 2023 budget.

Conclusion

The funds were borrowed for Fund 21 New Hope TIF to conduct studies and surveys during a period when the TIF began and did not have funding. Now that the property values within the TIRZ have increased and funds are flowing into the TIF, repayment can occur.

Recommendation

Motion to approve the repayment of funds by Fund 21 to the following funds, in the following amounts –

General Fund \$8,845, Water Sewer Fund \$320,601, Street Improvement Fund \$176,235, and the Rowdway Impact Fund \$149,091.74.

RECOMMENDATION

Approve

Approve financials as presented

ATTACHMENTS

MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM VI.D.

SUBJECT

Authorize and approve the purchase order for a Skid Steer Compact Tract Loader at the cost of \$86,403.14

ORIGINATED BY

SUMMARY

The purchase of this multi-faceted piece of equipment will be used in the daily operations of Public Works. It will be utilized in drainage maintenance, street repair, along with park maintenance. This machine will come equipped with a forklift attachment, a street sweeper hopper broom attachment, a smooth material bucket, and a material grapple. This machine will be purchased through Texas Sourcewell co-op.

The cost is \$86,403.14

RECOMMENDATION

Approve

ATTACHMENTS



DATE: May 26, 2022

QUOTE #:302039-01

CITY OF KENNEDALE

Joe Walsh

Dunn, Patrick

817.996.6348

405 MUNICIPAL DR
KENNEDEALE, TEXAS 76060-2249

One (1) New Caterpillar Inc Model: 259D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

Machine List Price	\$94,045.00
Attachment List Price	\$18,200.00
Extended Warranty	\$844.00
Sourcwell contract 032119 discount machine 21%	(\$19,749.45)
Sourcwell contract 032119 discount attachment 15%	(2,730.00)
Holt Caterpillar 1 st time buyer discount	(4,206.41)
SUB TOTAL	\$86,403.14
TOTAL PURCHASE PRICE	\$86,403.14

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty: 5 year or 3000 hour powertrain extended warranty

City of Kennedale Sourcwell cooperative member ID 180818

DATE: May 26, 2022QUOTE #:Quote 302039-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
259D3 CTL DCA4A	588-9181
INCLUDES:	
512-4259 259D3 COMPACT TRACK LOADER	512-4259
588-9120 CAB PACKAGE, PRO PLUS	588-9120
512-4324 HYDRAULICS, PERFORMANCE, (H2)	512-4324
512-4115 CONTROL, ISO, PROP, WT	512-4115
495-1671 LIGHTS, LED	495-1671
512-4345 ROPS, ENCLOSED WITH A/C (C3)	512-4345
416-9265 DISPLAY, ADVANCED, LCD, CAMERA	416-9265
486-6956 FAN, COOLING, DEMAND	486-6956

DESCRIPTION	REF.#
512-4052 QUICK COUPLER, HYDRAULIC	512-4052
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
568-4700 FILM, TWO SPEED	568-4700
345-6180 STANDARD RADIO(12V),BLUETOOTH	345-6180
357-0240 RUBBER BELT, 2 SPD, TF IDLERS	357-0240
512-3483 RIDE CONTROL, NONE	512-3483
560-7824 BATTERY,HD,DISCONNECT, 850 CCA	560-7824
356-6082 REAR LIGHTS	356-6082
539-8615 DOOR, CAB, GLASS	539-8615
542-6994 SEAT BELT, 2"	542-6994
566-7115 PRODUCT LINK, CELLULAR PL243	566-7115
563-1163 CERTIFICATION ARR, P65	563-1163
345-3556 HEATER, ENGINE COOLANT, 120V	345-3556
INSTRUCTIONS, ANSI, USA	512-3765
TRACK,RUBBER,400MM(15.7 IN)BAR	454-6049
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	0P-2266
Caterpillar 68" grapple bucket	157-7227
Caterpillar 68" edge bucket	279-5369
Caterpillar skid steer forks	353-1697
Caterpillar 60" pickup broom BP115C	448-5680

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic
 Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission

UNDERCARRIAGE

Suspension - independent torsion axle(4)

Two speed motor

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control
 Electro/hydraulic hydrostatic

transmission control
 Speed sensor guarding

ELECTRICAL

12 volt electrical system
80 ampere alternator
Ignition key start / stop / aux switch
Lights:
-Gauge backlighting

-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock dystem, when operator

leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button keypad
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
USB charging port
Horn
Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)

Belly pan cleanout
Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007



Cat® 259D3

COMPACT TRACK LOADER

FEATURES:

The Cat® 259D3 Compact Track Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard, suspended undercarriage system provides superior traction, flotation, stability and speed to work in a wide range of applications and underfoot conditions. The 259D3 features the following:

- **Industry leading sealed and pressurized cab option** provides a cleaner and quieter operating environment with excellent work tool visibility.
- **Available high-back, heated, air ride seat with seat mounted adjustable joystick controls** makes the D3 Series the industry leader in operator comfort.
- **High performance power train** provides maximum performance and production capability through the Electronic Torque Management system, standard two speed travel and an electronic hand/foot throttle with decel pedal capability.
- **High Flow hydraulic system** is available for applications that demand maximum hydraulic work tool performance.
- **Cat C3.3B engine and high performance power train** provide high engine horsepower and torque, allowing partial-throttle operation for lower sound levels and fuel consumption.
- **Cat “Intelligent Leveling” system** provides industry leading technology, integration, and available features such as dual direction self level, work tool return to dig, and work tool positioner.
- **Standard fully independent torsion axle suspension** combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity and greater operator comfort.
- **Maximize machine capability and control** with optional Advanced Display providing on-screen adjustments for implement response, hystat response and creep control. Also features multi-language functionality with customizable layouts, security system and rearview camera.
- **Ground level access** to all daily service and routine maintenance points helps reduce machine downtime for greater productivity.
- **Broad range of performance matched Cat Work Tools** make the Cat Compact Track Loader the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat C3.3B DIT (turbo)	
Gross Power SAE J1995	55.4 kW	74.3 hp
Net Power SAE 1349	53.8 kW	72.1 hp
	54.2 kW†	72.7 hp†
Net Power ISO 9249	54.3 kW	72.8 hp
	54.8 kW†	73.5 hp†
Peak Torque at 1,600 rpm SAE J1995	265 N-m	195 lbf-ft
Displacement	3.3 L	203 in³
Stroke	120 mm	4.7 in
Bore	94 mm	3.7 in

†Engine meeting Brazil MAR-1 and China Nonroad Stage III emission standards emits equivalent to U.S. EPA Tier 4 Interim and is offered only for Australia/New Zealand, Brazil, China, French Polynesia, Hong Kong, Macedonia and New Caledonia.

Weights*

Operating Weight	4076 kg	8,987 lb
------------------	---------	----------

*Operating Weight, Operating Specifications and Dimensions all based on 75 kg (165 lb) operator, all fluids, two speed, OROPS, 1730 mm (68 in) low profile bucket, 320 mm (12.6 in) tracks, dual flange front idler/single flange rear idler, standard flow hydraulics, mechanical suspension seat, no optional counterweights and manual quick coupler (unless otherwise noted).

Power Train

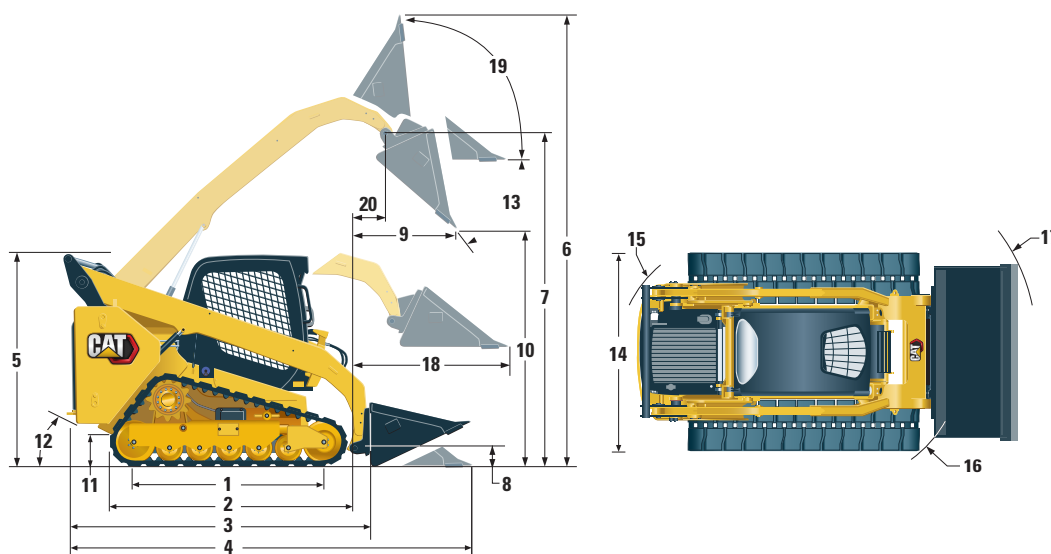
Travel Speed (Forward or Reverse)			
One Speed	9.5 km/h	5.9 mph	
Two Speed	13.7 km/h	8.5 mph	

Hydraulic System

Hydraulic Flow – Standard:			
Loader Hydraulic Pressure	23 000 kPa	3,335 psi	
Loader Hydraulic Flow	76 L/min	20 gal/min	
Hydraulic Power (calculated)	29 kW	39 hp	
Hydraulic Flow – High Flow:			
Loader Hydraulic Pressure	23 000 kPa	3,335 psi	
Loader Hydraulic Flow	112 L/min	30 gal/min	
Hydraulic Power (calculated)	43 kW	58 hp	



259D3 Compact Track Loader



Dimensions*

1	Length of Track on Ground	1499 mm	59.0 in	12	Departure Angle	35°
2	Overall Length of Track	1999 mm	78.7 in	13	Maximum Dump Angle	52°
3	Length without Bucket	2767 mm	108.9 in	14	Vehicle Width (320 mm/12.6 in tracks)	1676 mm 66.0 in
4	Length with Bucket on Ground	3486 mm	137.3 in		Vehicle Width (400 mm/15.7 in tracks)	1755 mm 69.0 in
5	Height to Top of Cab	2111 mm	83.1 in	15	Turning Radius from Center – Machine Rear	1561 mm 61.5 in
6	Maximum Overall Height	3915 mm	154.1 in	16	Turning Radius from Center – Coupler	1392 mm 54.8 in
7	Bucket Pin Height at Maximum Lift	3075 mm	121.0 in	17	Turning Radius from Center – Bucket	2184 mm 86.0 in
8	Bucket Pin Height at Carry Position	198 mm	7.8 in	18	Maximum Reach with Arms Parallel to Ground	1305 mm 51.4 in
9	Reach at Maximum Lift and Dump	608 mm	23.9 in	19	Rack Back Angle at Maximum Height	87°
10	Clearance at Maximum Lift and Dump	2283 mm	89.9 in	20	Bucket Pin Reach at Maximum Lift	238 mm 9.4 in
11	Ground Clearance	226 mm	8.9 in			

Operating Specifications*

Rated Operating Capacity:		
35% Tipping Load	915 kg	2,010 lb
50% Tipping Load	1305 kg	2,870 lb
Rated Operating Capacity with Optional Counterweight		
Tipping Load	2610 kg	5,745 lb
Breakout Force, Tilt Cylinder	2252 kg	4,965 lb
Ground Contact Area (320 mm/12.6 in track)	0.96 m ²	1,483 in ²
Ground Contact Area (400 mm/15.7 in track)	1.19 m ²	1,848 in ²
Ground Pressure (320 mm/12.6 in track)	41.8 kPa	6.1 psi
Ground Pressure (400 mm/15.7 in track)	34.0 kPa	4.9 psi

Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level I

Service Refill Capacities

Cooling System	14 L	3.7 gal
Engine Crankcase	11 L	3.0 gal
Fuel Tank	94 L	24.8 gal
Hydraulic System	50 L	13.2 gal
Hydraulic Tank	39 L	10.3 gal

Noise Level

Inside Cab**	83 dB(A)
Outside Cab***	103 dB(A)

**The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

***The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Air Conditioning System (if equipped)

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 0.81 kg of refrigerant which has a CO₂ equivalent of 1.158 metric tonnes.

MANDATORY EQUIPMENT

- Hydraulics, Standard or High Flow
- Quick Coupler, Mechanical or Powered
- High Visibility Seat Belt, 50 mm (2 in) or 75 mm (3 in)
- EU Preparation Package
- Steel Imbed Rubber Track – 320 mm (12.6 in) or 400 mm (15.7 in)
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGES

- Performance Package H1: *Standard Flow Hydraulics (No Self Level)*
- Performance Package H2: *Standard Flow Hydraulics, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*
- Performance Package H3: *High Flow Hydraulics, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*

COMFORT PACKAGES

- Open ROPS (C0): *Static Seat (No Foot Throttle, Headliner, Heater or Door)*
- Open ROPS (C1): *Foot Throttle, Headliner, Cup Holder, and choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) (No Heater or Door)*
- Enclosed ROPS with Heater (C2): *Foot Throttle, Headliner, Heater and Defroster, Side Windows, Cup Holder, Radio Ready, choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) and Door (Glass or Polycarbonate)*
- Enclosed ROPS with A/C (C3): *C2 + Air Conditioner*

STANDARD EQUIPMENT

ELECTRICAL

- 12 volt Electrical System
- 80 ampere Alternator
- Ignition Key Start/Stop Switch
- Lights: *Gauge Backlighting, Two Rear Tail Lights, Two Adjustable Front and Rear Halogen Lights, Dome Light*
- Backup Alarm
- Heavy Duty Battery, 850 CCA

OPERATOR ENVIRONMENT

- Advanced Display with Rearview Camera: *Full Color, 127 mm (5 in) LCD screen; Advanced Multi-operator Security System; On-screen Adjustments for Implement Response, Hystat Response, and Creep Control*
- Gauges: *Fuel Level, Hour Meter*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System*
- Adjustable Vinyl Seat
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Open, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Interior Rearview Mirror
- 12 volt Electric Socket
- Horn
- Hand (Dial) Throttle, Electronic
- Adjustable Joystick Controls
- Anti-theft Security System with 6-button Keypad
- Storage Compartment with Netting

POWER TRAIN

- Cat C3.3B, Turbo Diesel Engine
- Air Cleaner, Dual Element, Radial Seal
- S-O-SSM Sampling Valve, Hydraulic Oil
- Filters, Cartridge-type, Hydraulic
- Filters, Canister-type, Fuel and Water Separator
- Radiator/Hydraulic Oil Cooler (side-by-side)
- Spring Applied, Hydraulically Released Parking Brakes
- Hydrostatic Transmission, Two Speed Travel
- Suspension – Independent Torsion Axles (4)

OTHER

- Engine Enclosure, Lockable
- Extended Life Antifreeze, –36° C (–33° F)
- Machine Tie Down Points (6)
- Support, Lift Arm
- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Radiator, Expansion Bottle
- Cat ToughGuardTM Hose
- Auxiliary, Hydraulics, Continuous Flow
- Heavy Duty, Flat Faced Quick Disconnects with Integrated Pressure Release
- Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- Electrical Outlet, Beacon
- Belly Pan Cleanout
- Variable Speed Demand Fan
- Product LinkTM PL240, Cellular

259D3 Compact Track Loader

OPTIONAL EQUIPMENT

- Hand-Foot Style Controls
- External Counterweights
- Beacon, Rotating
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- Paint, Custom
- Product Link PL641, Cellular
- Speed Sensitive Ride Control
- Bluetooth® Radio with Microphone (AM/FM/Weather Band Receiver with USB and Auxiliary Input Jack)



For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

© 2019 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8219 (07-2019)
(S Am, AME, CIS,
APD-LRC Regions)



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.E.

SUBJECT

Approval of issuance of a Purchase Order for three (3) fully equipped Police Vehicles in the amount of \$182,681

ORIGINATED BY

Mike Holguin/Anne LaMere

SUMMARY

In order to ensure effective police response and provide service throughout the city, the police department requires reliable vehicles. Although regular preventative maintenance is performed on fleet vehicles, the costs have increased as aged vehicles continue to deteriorate. Another factor that also needs to be considered is the shortened lifespan of operationally sound vehicles due to recurring maintenance of older vehicles that are taken out of service. Lastly, the vehicles that need to be replaced also do not reflect a professional image of the department or the city as a result of years of use.

There are currently three 2016 model police vehicles that need to be replaced; units 1664, 1666, and 1667. The request for replacement vehicles includes a quote for three (3) Ford Police Interceptor Utility (PIU) model police package vehicles, fully equipped, and marked with graphics vinyl for a total cost of \$182,681.

The prices for the 3 vehicles are as follows –

1. \$117,262 -- 3 vehicles (Ford Police Interceptor Utility (PIU)) -- Buy Board Contract 603-19 with Caldwell Country Ford in Rockdale, Texas
2. \$ 56,790 -- Upfit cost for the police equipment has been bid under Buy Board Contract 603-20 with Cap Fleet of Belton Texas
3. \$ 5,779 – computers for the vehicles from Net Genius (current IT Contractor) – sole source to ensure compatibility with existing City software and hardware
4. \$ 2,850 -- graphics to be printed by Vinyl Graphics in Wisconsin and installed by Cap Fleet
5. \$182,681 – Total cost for the 3 vehicles; upfit, computers, and graphics

In terms of where the funding would come to pay for the vehicles, staff recommends that funds are available in the General Fund for the purchase. The current year's budget for property taxes is \$4.7M, with \$4.8M collected to date. Based on the history of the prior year, \$186k was collected in the last 4 months of 2021, projecting \$5M for estimated 2022 property tax revenue in the current year, which is \$300k above the current year's budget. Requesting council approve the purchase of 3 police vehicles at a cost of \$182,618 based on the increase of property tax revenues in the current year.

□

Conclusion in the Form of a Recommended Motion

Motion to approve the issuance of purchase orders to Caldwell Country Ford for \$117,262, to Cap Fleet for \$56,790, Net Genius for \$5,779 and to Vinyl Graphics for \$2,850 for a total of \$182,681 for 3 Ford PIU vehicles with equipment and graphics.

RECOMMENDATION

Approve

Motion to approve the purchase of three (3) 2022 Ford Police Interceptor Utility vehicles in the amount of \$182,830.

ATTACHMENTS

Quote

Date 6/15/2022
Quote # CAPQ-104871



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
KENNEDEALE POLICE DEPARTMENT
401 Municipal Drive, Kennedale, Texas 76060

Ship To:
TARA CULPEPPER
KENNEDEALE POLICE DEPARTMENT
401 Municipal Drive, Kennedale, Texas 76060

Salesperson:	Carlo Di Ganci
Email:	
Contact Name:	

Year:	2023
Make:	Ford
Model:	PI UTILITY

Job Description: BUILD AND INSTALL

Quote Summary

Per Vehicle Subtotal	\$18,930.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$18,930.00

Vehicles Quoted 3

Grand Total \$56,790.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date 6/15/2022

Quote # CAPQ-104871



CAP FLEET

2603 Taylors Valley Road

Belton, TX 76513

Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CONSOLE/MDT				
1	C-VS-1012-INUT	HIGH ANGLED CONSOLE FOR 2020-2022 FORD INTERCEPTOR UTILITY	\$393.00	\$393.00
2	MMBP	MAGNETIC MIC KIT Notes: RADIO MIC ON DASH BOARD- PA ON SIDE OF CONSOLE	\$35.00	\$70.00
1	C-MCB	MIC CLIP BRACKET	\$14.00	\$14.00
1	C-EB20-WGD-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 2" MOUNTING SPACE, FITS MOTOROLA WATCHGUARD 4RE DVR Location/Order : Console 1 / 1	\$24.00	\$24.00
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 2.5' MOUNTING SPACE, FITS MOTOROLA XTL2500,XTL5000-05,APX7500 Location/Order : Console 1 / 2	\$0.00	\$0.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03 Location/Order : Console 1 / 4	\$0.00	\$0.00
1	C-FP-15	1-1/2" FILLER PLATE Location/Order : Console 1 / 3	\$0.00	\$0.00
1	CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER Location/Order : Console 2 / 1	\$49.00	\$49.00
1	C-FP-1	1" FILLER PLATE Location/Order : Console 2 / 2	\$0.00	\$0.00
1	C-ARM-1001	INTERNAL MOUNT ARMREST WITH LOCKABLE ACCESSORY POCKET Location/Order : Console 2 / 3	\$228.00	\$228.00
1	CM009785-1	HVAC RELOCATION BRACKET KIT	\$46.00	\$46.00
1	PKG-PSM-3006	2020-2022 FORD INTERCEPTOR UTILITY AND FORD RETAIL EXPLORER PREMIUM PASSENGER SIDE MOUNT PACKAGE	\$552.00	\$552.00
1	DS-DELL-422-3	DOCKING STATION WITH ADVANCED PORT REPLICATION, TRIPLE PASS-THROUGH ANTENNA CONNECTION, & POWER SUPPLY FOR DELL LATITUDE RUGGED NOTEBOOKS 5430, 7330, 5420, 5424 & 7424	\$982.00	\$982.00
1	C-USB-2	DUAL USB CHARGE MODULE	\$60.00	\$60.00
EMERGENCY LIGHTING				
1	LGYCD48CORETD-DE	48" DUO LEGACY FULLY POPULATED W/CLEAR LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*	\$2,795.00	\$2,795.00
1	SA315U	SA315U SPEAKER, BLACK PLASTIC Mounting Location : PB - FRONT CENTER Notes: ON TOP OF PUSH BAR CENTER BAR	\$0.00	\$0.00
1	EB8SP3JT	LEGACY WCX 48" D/E/D/E PROMO - W/TAKEDOWNS AND	\$0.00	\$0.00

Quote

Date 6/15/2022
Quote # CAPQ-104871



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		CLEAR LENSES		
1	C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	\$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	\$0.00	\$0.00
1	CV2V	VEHICLE TO-VEHICLE SYNC MODULE	\$0.00	\$0.00
1	C399K4	OBDII CANPORT CABLE KIT FORD	\$0.00	\$0.00
1	STPKT105	LIGHTBAR STRAP KIT #105	\$0.00	\$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	\$0.00	\$0.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL Mounting Location : PB - FRONT CENTER Notes: ON TOP OF PUSH BAR CENTER BAR	\$0.00	\$0.00
2	ENT2B3RBW	INTERSECTOR UNDER MIRROR MOUNT LIGHT, 9-32 VDC, W/4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LEDS, TRICOLOR - RED/BLUE/WHITE Wiring Instructions : LIGHTBAR - SCENE ; WIRE TRIO W/ OVERRIDE Mounting Location : MIR2 - UNDER MIRROR Notes: WHITE SCENE- ALLEY	\$188.00	\$376.00
1	PNT1CRV05	Curved Surface Adaptors for Intersector - 1-Driver & 1-Passenger - Ford PIU2013-16	\$8.00	\$8.00
4	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : LIGHTBAR - SCENE ; WIRE TRIO W/ OVERRIDE Mounting Location : G1 - GRILLE - ON Notes: IN THE GRILL GUARD- WHITE TAKEDOWN- WHITE SCENE	\$128.00	\$512.00
1	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : LIGHTBAR - SCENE ; WIRE TRIO W/ OVERRIDE Mounting Location : PB11 - DS SIDE Notes: WHITE SCENE- ALLEY MOUNT HORIZONTALLY AND EVEN WITH PUSH BAR CENTER BAR	\$128.00	\$128.00
1	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : LIGHTBAR - SCENE ; WIRE TRIO W/ OVERRIDE Mounting Location : PB22 - PS SIDE Notes: WHITE SCENE- ALLEY MOUNT HORIZONTALLY AND EVEN WITH PUSH BAR CENTER BAR	\$128.00	\$128.00
1	RPWS50	ION REAR PILLAR WC SOLO UTILITY	\$695.00	\$695.00
3	OEIONR	ADD 1 RED ION OUTER EDGE	\$0.00	\$0.00
3	OEIONB	ADD 1 BLUE ION OUTER EDGE	\$0.00	\$0.00
2	TCRWX5	WECANX TRACER 5-LAMP HOUSING	\$616.00	\$1,232.00
2	TCRB50	TRACER MTG KIT INTERCEPTOR SUV	\$27.00	\$54.00
2	TCRWXPJ	WCX TRACER PRIMARY DUO LT R/B	\$30.00	\$60.00
8	TCRWXSJ	WCX TRACER SECONDARY DUO R/B	\$30.00	\$240.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	\$153.00	\$153.00

Quote

Date 6/15/2022
Quote # CAPQ-104871



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
EXTERIOR				
1	5344	2020 Ford Interceptor Utility- Push Bumper, Steel Semi Gloss Powdercoat - Non Light Ready	\$371.00	\$371.00
PRISONER TRANSPORT EQUIPMENT				
1	PRPSP4714UIN20A	POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT; PARTITION - SPACE SAVER - INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS; FORD INTERCEPTOR UTILITY 2020-2022	\$798.00	\$798.00
1	S4705UIN20OSB	CHARCOAL GREY ABS, STANDARD TRANSPORT SEAT W/ 7GA. STEEL SCREEN WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS; REAR TRANSPORT SEATS; FORD INTERCEPTOR UTILITY 2020-2022	\$1,451.00	\$1,451.00
1	WBP47NPUIN20	PAIR, 1/4" POLY WINDOW BARS (FOR USE WITH OEM DOOR PANELS ONLY); FORD INTERCEPTOR UTILITY 2020-2022	\$213.00	\$213.00
STORAGE				
1	LOFT-PIU20-2G	20+ FORD POLICE UTILITY/EXPLORER LOFT DUAL WEAPON STORAGE TRAY - INTERIOR DIMENSION 16.5" X 40". LOFT-PIU20-2G INCLUDES 2 GUN LOCKS, MUZZLE BRACKET ASSEMBLY, BUTT CUP & MOMENTARY PUSH BUTTON SWITCH. FOR USE WITH A 18" SHOTGUN & M4 (OPTIONAL ACCESSORIES AVAILABLE)	\$842.00	\$842.00

QTY	Part #	Description	Price
1	GRAPHICS	CUSTOM GRAPHICS	\$250.00
1	SHIPPING	SHIPPING	\$580.00
1	LABOR	LABOR	\$4,461.00
1	SHOP SUPPLIES	SHOP SUPPLIES	\$245.00
1	WIRING HARNESS	WIRING HARNESS	\$345.00
1	PDKIT	POWER DISTRIBUTION KIT	\$50.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	\$100.00
1	PROGFEE	PROGRAMMING FEE	\$200.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	\$100.00
1	DEALER	DEALER PREP	\$125.00

QTY	Make	Model	Used
1	Stalker	TBD	☒
1	WatchGuard Video	4RE	☒
1	Motorola	APX 6500	☒

Tara Culpepper

From: Michael Krueger <michael@vgmopro.com>
Sent: Wednesday, June 15, 2022 14:28
To: Tara Culpepper
Subject: RE: kennedale pd graphics

Hi Tara,

I would do everything for \$950.00 in reflective material. W Art Department would need a vectored file for the badge. What color would you like the text to be on the tailgate.

Thank You Very Much,



Michael Krueger
Sales / Graphic Estimator
Vinyl Graphics
215 N. 10th Street
Oostburg, WI 53070
1-800-521-1884
www.vinylgraphics.net
www.police-graphics.com

Our lobby is Open to the public from 9:00am – 4:00pm Monday Through Thursday and 9:00am – 3:00pm on Friday. VG has changed its hours 8:00am – 4:00pm Monday through Thursday and 8:00 – 3:00 on Friday. I can be reached during the VG hours. If you are picking up orders please call ahead.

From: Tara Culpepper <tculpepper@cityofkennedale.com>
Sent: Wednesday, June 15, 2022 2:19 PM
To: Michael Krueger <michael@vgmopro.com>
Subject: kennedale pd graphics
Importance: High



CSD-2000

The attached patch would center where the white box is.

CALDWELL COUNTRY FORD

PO BOX 72, ROCKDALE, TX 76567

BUYBOARD BID 601-19

End User: CITY OF KENNEDALECaldwell Rep: CHRIS COLLINSContact: TARA CULPEPPER 817-368-9536-CPhone: 979-567-6155Phone/email: TCULPEPPER@CITYOFKENNEDEALE.COMDate: Monday, June 13, 2022Product Description: FORD PIUemail: CHRIS@CALDWELLCOUNTRY.COMA. Bid Series: 114A. Base Price: \$ 38,954.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2022/23 PI UTILITY	INCL	61B	OBD-II SPLIT CONNECTOR	INCL
99B	3.3L V6 FFV	INCL	59B	FLEET KEYED, KEYED ALIKE	INCL
44U	10 SPEED AUTOMATIC	INCL		BACK UP CAMERA	INCL
17A	AUX CLIMATE CONTROL	INCL		CLOTH FRONT/ REAR VINYL SEATS	INCL
55F	KEYLESS ENTRY	INCL		AIR CONDITIONING FRONT/REAR	INCL
51R	DRIVER SIDE LED SPOT LAMP	INCL		AM/FM STEREO W/ WIRELESS CONNE	INCL
43D	COURTESY LAMP DISABLE	INCL		REAR VISION CAMERA	INCL
60A	GRILL LED LIGHTS,SIRING, WIRING	INCL		FULL/VINYL RUBBER FLOOR	INCL
153	FRONT LICENSE PLATE BRACKET	INCL		POWER WINDOWS/LOCKS	INCL
86T	REAR TAILLAMP HOUSING	INCL		BLUETOOTH	INCL
76R	REVERSE SENSING SYSTEM	INCL			
Total of B. Published Options:					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		UM- AGATE BLACK	EXT COLOR
		96-EBONY FRONT CLOTH/REAR VINYL	INT. COLOR
		2023 ORDER- ORDER BANK OPENS 8/11	DELIVERY
		SEND LETTER OF INTENT OR PURCHASE	
		ORDER PRIOR TO 8/11 TO GUARANTEE	
		2023 PRODUCTION SLOT.	
*CAN'T TAKE DELIVERY UNTIL OCTOBER			
Total of C. Unpublished Options:			\$ -

D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	INCLUDED	\$ -
E.	UPFITTERS:		\$ -
F.	Manufacturer Destination/Delivery:		
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ -
H.	Lot Insurance (for in-stock and/or equipped vehicles):		\$ -
I.	Contract Price Adjustment:		\$ -
J.	Additional Delivery Charge: <u>0</u> miles INCLUDED		
K.	Subtotal:		\$ 38,954.00
L.	Quantity Ordered <u>3</u> x K =		\$ 116,862.00
M.	Trade in:		
N.	BUYBOARD FEE PER PURCHASE ORDER		\$ 400.00
O.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE		\$ 117,262.00

** PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. ** □



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000121185558.2	Sales Rep	Matt Espinosa
Total	\$1,926.11	Phone	(800) 456-3355, 6179194
Customer #	14561750	Email	Matt_Espinosa@Dell.com
Quoted On	Jun. 02, 2022	Billing To	FINANCE DEPT
Expires by	Jul. 02, 2022		FOREST HILL POLICE DEPT
Contract Name	Dell National Cooperative		3219 E CALIFORNIA PKWY
	Purchasing Alliance-NCPA		FOREST HILL, TX 76119-7101
	Master Agreement		
Contract Code	C000000005600		
Customer Agreement #	NCPA 01-42		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Matt Espinosa

Shipping Group

Shipping To	Shipping Method
NOHELY OLVERA	Standard Delivery

~~FOREST HILL POLICE DEPT~~
~~3336 HORTON RD~~
~~FOREST HILL, TX 76119~~
~~(817) 568-3046~~

Note from Apex Latamre - per Net Genius price recently quoted to another city + is valid for Kennedale.

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$1,926.11	1	\$1,926.11

Subtotal:	\$1,926.11
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$1,926.11
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,926.11

Shipping Group Details

Shipping To

NOHELY OLIVERA
FOREST HILL POLICE DEPT
3336 HORTON RD
FOREST HILL, TX 76119
(817) 568-3040

Shipping Method

Standard Delivery

Dell Latitude 5430 Rugged

Estimated delivery if purchased today:
Jul. 29, 2022
Contract # C000000005600
Customer Agreement # NCPA-01-42

	Quantity	Subtotal
\$1,926.11	1	\$1,926.11

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	1	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	1	-
ME Lockout MOD - Manageability	631-ADED	-	1	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	1	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	1	-
14" Non-touch 400 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare	391-BGGF	-	1	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	1	-
Intel AX210 WLAN Driver	555-BHCC	-	1	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	1	-
Hot surface warning label	389-ECGC	-	1	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	1	-
65W Type-C EPEAT Adapter	492-BCXP	-	1	-
No Fingerprint, no Smartcard reader	346-BHQB	-	1	-
E4 Power Cord 1M for US	537-BBBL	-	1	-
Setup and Features Guide	340-CXCE	-	1	-
Dummy Airbay Cover	325-BEIV	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Applications for Windows 10	658-BFIO	-	1	-
Shuttle Ship, Notebook, 5430 Rugged	340-CXHM	-	1	-
Microphone + RGB HD camera; Non-touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHS	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
No Option Included	340-ACQQ	-	1	-
Additional USB-A rear port	590-TFHR	-	1	-
Additional TBT/Type-C port	325-BEJZ	-	1	-

Rigid handle	750-ADPK	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	1	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Subtotal:	\$1,926.11
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,926.11

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.F.

SUBJECT

Approve and issue a contract to Shield Engineering for the Valley Lane Engineering Study in the amount of \$333,828

ORIGINATED BY

Joe Walsh/Anne LaMere

SUMMARY

Contract to Shield Engineering attached in the estimated amount of \$333,828 for the civil engineering services associated with floodway and floodplain modeling, slope stabilization design, flood impact analysis of an aerial sewer crossing, structural design for the aerial crossing, geotechnical exploration, and environmental jurisdictional determinations. Exhibits, as-built plans, and other miscellaneous services beyond this scope will be Additional Services and billed on the Hourly Rate Schedule included in the contract at Page 9.

The staff has met with Shield and determined that the contract represents the scope of work to be performed and the cost is reasonable. The staff also believe that Shield is the sole source for this project due to their familiarity with this project and the critical (one may say emergency) nature of this project due to the erosion of the roadway.

Conclusion

The total cost of the Valley Lane project, to include the \$333,828 for this engineering work, is estimated at \$2.1M. A \$432,000 grant has been secured through the Texas Development Water Board, which will be paid at the conclusion of the project upon presentation of receipts on a reimbursement basis. The remaining funding is recommended to be paid from the \$5.7M Certificates of Obligation, Series 2021.

Recommendation

Motion to approve the award of contract to Shield Engineering for the civil engineering services associated with the Valley Lane project in the amount of \$333,828.

RECOMMENDATION

Approve

Motion to approve the award of contract to Shield Engineering for the civil engineering services associated with the Lane project in the amount of \$333,828

ATTACHMENTS



AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Valley Lane Streambank Stabilization
PROJECT NO: 2022024.01
CLIENT: City of Kennedale, Attn: Joe Walsh
ADDRESS: 405 Municipal Drive, Kennedale, TX 76060

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

SCOPE: The city of Kennedale (Client) has identified streambank stabilization and drainage improvements along the west side of Valley Lane to stabilize the existing roadway (Valley Lane) which has seen multiple slope failures in recent years due to frequent storm events along Kennedale Branch. The extents of the project are from Kennedale Parkway to approximately 1,900 linear feet south along Valley Lane which includes the existing Valley Lane bridge crossing of Kennedale Branch. Proposed improvements will generally follow recommendations presented in the *Valley Lane Streambank Stabilization* Conceptual Plans provided by Halff Associates, which was completed in July 2020.

The Shield Engineering Group (Firm) understands the Valley Lane Streambank Stabilization project, located in Kennedale, Texas, to consist of civil engineering services associated with floodway and floodplain modeling, slope stabilization design, flood impact analysis of an aerial sewer crossing, structural design for the aerial crossing, geotechnical exploration, and environmental jurisdictional determinations.

Exhibits, as-built plans, and other miscellaneous services beyond this scope will be Additional Services and billed at the Hourly Rate Schedule provided with this scope. Construction staking is not included in the proposed services and can be added at the request of the Client.

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

- CCTV of SS Line for condition assessment
- Reference plans for existing public utilities

Basic Services

1. Survey Services: \$21,353

- a. Boundary Verification: The Firm will analyze the found monumentation to determine the existing boundary. Adjoining deeds, easements (on and adjacent to the subject tract) and subject tract deeds will be researched by the FIRM or provided by the Client (or his title company). The correction or resolution of erroneous, deficient or ambiguous easement descriptions is not included within this Scope. The resolution of boundary conflicts or gaps discovered during the course of this verification is not included within this Scope.

Initials _____ Page 1 of 12

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696

info@segpllc.com · www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 · TBPLS FIRM #10193890



- b. Right-of-Way Research: The Firm shall determine existing rights-of-way and easements and any required rights-of-way or easements for construction of the project. It is assumed no additional rights-of-way will be required beyond existing limits for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the City.
- c. Topographic Design Survey: Perform on-the-ground design survey of the site (as defined above) to verify detailed information for engineering design. The Firm will provide topographic design survey which may include, but is not limited to, 1' contour intervals, horizontal and vertical location of existing surface features such as water valves, fire hydrants, telephone poles, sanitary sewer manholes and flowline information, storm drain system structures and flowlines and pipe sizes, curbs, edge of pavement, retaining walls, power poles, dig-tess pin flags, creek cross sections, location of existing trees, etc.

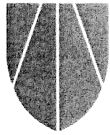
2. Hydraulic Analysis and Engineering Feasibility Report: \$70,995

- a. Work Map: The Firm will prepare a work map utilizing topographic survey and City records to document the Effective Floodplain Conditions (i.e. FEMA records) and compare them to corrected floodplain (i.e. existing conditions) results through the extents of the project described above.
- b. "Duplicate" Effective Model: The Firm will create an "Duplicate" Effective Model required by the City and FEMA by upgrading the effective FEMA model to the latest version of hydraulic modeling software for Kennedale Branch to be used as a baseline for the analysis.
- c. Corrected Effective Model: The Firm will finalize a Corrected Effective hydraulic Model based on the latest existing conditions, the Firm's survey topographic data, as well as to include additional modeling details in accordance with FEMA and City requirements. Results of the corrections will be used to compare erosive velocity results to the proposed conditions. This effort includes correcting the established floodway which is defined as the area reserved to pass the 100-year flood without causing a rise greater than 1-foot. A "no-rise" certification signed by a professional engineer registered in the state of Texas will be provided for the floodway corrections.
- d. Proposed Conditions Model: The Firm will prepare a Proposed Conditions Model to represent the proposed construction plans based on planned cut/fill, as well as scour protection of the exiting bridges and aerial utility crossings of the creek. This proposed condition model will include conceptual mitigation to achieve no adverse impact to water surface elevations or valley storage, protect rights-of-way, existing structures, and adjacent properties from erosive velocities within the extents of the project.
- e. Hydraulic Stream Routing Analysis: The Firm will prepare one preliminary hydraulic stream routing analysis using HEC-RAS software to indicate stream reach flow characteristics and inundation based on existing and proposed drainage shed conditions.
- f. Engineering Feasibility Report: The firm will draft and finalize the Engineering Feasibility Report as outlined in the Texas Water Development Board's "Guidance for the Preparation of Flood Mitigation project engineering Feasibility Reports", or TWDB-0554.
- g. Deliverables: The Firm will provide the following items before construction:
 - i. FEMA flood and velocity profiles for all three models (Effective, Corrected Effective, and

Initials _____ Page 2 of 12

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



Proposed)

- ii. 100 year existing conditions and 100-year fully developed conditions
- iii. Computed water surface elevation comparison table between the effective and proposed models.
- iv. Pre versus Post Condition runoff table to satisfy "No Adverse Impact" requirement.
- v. Prepare brief letter report outlining project purpose, procedures, and results.
- vi. Engineering Feasibility Report for submission to the Texas Water Development Board
- h. Floodplain Development Permit: The Firm will prepare a floodplain development permit application following the Hydraulic Analysis including report, forms, and exhibits necessary to meet the City Requirements.

***Note: A Conditional Letter of Map Revision (CLOMR) and/or a Letter of Map Revision (LOMR) is not anticipated to be required by TWDB or other regulatory agencies for the design and development of this project. For this reason, both the CLOMR and LOMR were excluded from this scope. If either a CLOMR or LOMR will be required during the design and development of this project, it will be considered additional beyond this scope and will be billed on an hourly basis.**

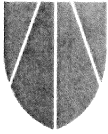
3. Design Phase Services: \$122,590

- a. Site Visit: The Firm will visit the site one time to observe existing site conditions.
- b. Plan Research: The Firm will gather available existing infrastructure plans adjacent to and serving the site to be used for the site civil design. Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
- c. Future Improvements: The Firm will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
- d. Data Collection: The data collection efforts may include conducting special coordination meetings with affected property owners and businesses as necessary to develop rehabilitation plans.
- e. Stackable Wall Analysis and Constructability: The Firm will analyze a proposed stackable wall for maintenance access and constructability. The structural design of the stackable wall will be provided by others. Minimum elevation, span, and erosion control will be provided by The Firm. The stackable wall will be added to the proposed conditions model.
- f. Design Drawings: The design drawings shall include:
 - i. Cover Sheet
 - ii. General notes and legend
 - iii. Horizontal Dimension Control and Site Layout Plan: The Firm will prepare the Horizontal Dimension Control and Site Layout Plan per the City's requirements based on the site plan. The plan will show the proposed wall locations relative to existing structures, property lines, trails, parking lots, irrigation pumps and intake lines, and sidewalks.

Initials _____ Page 3 of 12

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



- iv. Grading Plan: The Firm will prepare a detailed grading plan for the site. The grading plan will include proposed one-foot contours, spot grades, topo of wall elevations and footing elevations for the wall. The location and elevation of any retaining walls and hardscape features required for proper site grading.
- v. Wall Elevation Plan and Cross Sections: The Firm will prepare a wall elevation sheet for the proposed wall detailing the wall footing elevations and top of wall elevations. Cross sections of the proposed wall plan will also be created along the proposed channel improvements.
- vi. Erosion Control Plan: The Firm will prepare an erosion and sediment control plan showing the location type of stormwater management and erosion control structures. The plan will include the erosion control details and storm water management details in accordance with local, state, and federal regulations and Best Management Practices (BMPs). Preparation and implementation of a SWP3 book onsite, posting site notice, and submitting a copy of the site notice to the MS4 Operator will be provided by others.
- vii. Drainage area map and preliminary drainage plans.
- viii. Details: The Firm will include preliminary city, NCTCOG, TxDOT, and manufacturer details.
- ix. Traffic Control Plan: The Firm will prepare a traffic control plan using City and MUTCD standards.
- g. Specifications: The Firm shall prepare construction specifications to the city of Kennedale standards.
- h. Engineers Opinion of Probable Costs: The Firm will prepare one Engineers Opinion of Probable Cost using our recent bid tabs, or Client provided unit prices, however, in either case, the Client represents their acceptance of these prices by using the estimate provided.
- i. SWPPP: For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.
- j. Construction Documents: The engineer will submit construction documents to the City per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the engineer registered in State of Texas.
- k. Grading Permit: The Firm will assist the Owner and Contractor in preparing the City Grading Permit Application.
- l. TXDOT Permit: The Firm will assist the Owner in acquiring the necessary TXDOT permits required for the construction of this project.

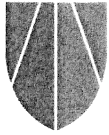
4. Bid Phase Support Services (Hourly): \$5,000

- a. The Firm shall sell (or transmit electronically at no cost) contract documents and maintain a plan holders list of Contractor's and Plan Holder Registrations who have requested or purchased plans.
- b. The Firm will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The Firm will provide

Initials _____ Page 4 of 12

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda. The Firm shall transmit all approved addenda distribute addenda to all plan holders.

- c. The Firm will attend the prebid conference in support of the City.
- d. The Firm will assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- e. The Firm will attend the bid opening in support of the City.
- f. The Firm will tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract.
- g. The Firm will incorporate all addenda into the contract documents and issue conformed sets.

5. Construction Phase Services (Hourly): \$20,000

- a. The Firm shall attend the preconstruction conference.
- b. The Firm shall visit the project site at requested intervals as construction proceeds to observe and report on progress.
- c. As requested by the City, the Firm shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

6. Environmental Report and Jurisdictional Determination (Subconsultant): \$52,360

See attached scope and fee at the end of the proposal VRX, Inc. A 10% management markup for contract management has been added.

7. Structural Design (Subconsultant): \$13,750

See attached scope and fee at the end of the proposal Jakan Engineering. A 10% management markup for contract management has been added.

8. Geotechnical Engineering Study and Report (Subconsultant): \$26,780

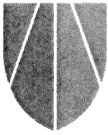
See attached scope and fee at the end of the proposal TSIT Engineering and Consulting, LLC. A 10% management markup for contract management has been added.

- 9. Easement by Separate Instruments:** The Firm's Surveyor shall prepare documents to be used to obtain permanent and/or temporary easements required to construct the improvements. The Firm shall assist the Client with normal coordination of the easement process but is not responsible for negotiating, securing or executing any part of the easement(s). No easements are anticipated for the construction of this project. **\$1,600 each**

Initials _____ Page 5 of 12

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



10. Reimbursables, Billed as Incurred: \$1,000 budget estimate

- a. All reimbursable expenses will be actual cost plus 10% mark up. The Firm will provide all drawings and other deliverable items electronically. Reimbursable expenses include mileage, postage, courier fees, reproduction fees, and printing costs. All City or agency required fees will be paid directly by the Client.

SUMMARY:

1. Survey Services	\$21,353
2. Hydraulic Analysis and Engineering Feasibility Report;	\$70,995
3. Design Phase Services:	\$122,590
4. Bid Phase Support Services (Hourly):	\$5,000
5. Construction Phase Services (Hourly):	\$20,000
6. Environmental Report and Jurisdictional Determination (Subconsultant)	\$52,360
7. Structural Design (Subconsultant)	\$13,750
8. Geotechnical Engineering Study (Subconsultant)	\$26,780

TOTAL:

\$332,828

1. Easement Separate Instruments	\$1,600 each
2. Reimbursables (Printing, mileage)	\$1,000

Accepted for **CLIENT**

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____

By: _____

Name: _____

Name: Jean-Marie Alexander

Title: _____

Title: COO

Initials _____ Page 6 of 12

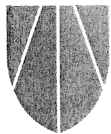
(FIRM)

(CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696

info@segpllc.com · www.SHIELDENGINEERINGGROUP.com

TBPE FIRM #F-11039 · TBPLS FIRM #10193890



SHIELD
ENGINEERING GROUP

Date: _____

Date: _____

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

Initials _____

Page 7 of 12

(FIRM)

(CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696

info@segpllc.com · www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 · TBPLS FIRM #10193890



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

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

Initials _____ Page 8 of 12

(FIRM) (CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



SHIELD

ENGINEERING GROUP

TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED:** Signing this Agreement shall be construed as authorization by CLIENT for the FIRM to proceed with the Services, unless otherwise provided for in this Agreement.
2. **ACCESS TO SITE:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
3. **COST ESTIMATES:** Any cost estimates provided will be on a basis of experience and judgment. Since the FIRM has no control over market conditions or bidding procedures, the FIRM does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. **ADDITIONAL SERVICES:** Services in addition to those specified in Scope will be provided if authorized in writing. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and FIRM. In the absence of an express agreement about compensation, the FIRM shall be entitled to an equitable adjustment to its compensation for performing such additional services.
5. **STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.
6. **INDEMNIFICATION:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.
7. **LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be limited to an amount no greater than the Firm's fee in this proposal. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
8. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the CLIENT and FIRM shall be submitted to non-binding mediation. CLIENT and FIRM agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
9. **PAYMENT TO FIRM:** Invoices for the FIRM's service shall be submitted, at the FIRM's option, either upon completion of such services or on a monthly basis. The CLIENT shall either approve these invoices or notify the FIRM of any invoices not approved. The CLIENT and the FIRM shall confer and attempt to resolve such disputed invoices. The CLIENT shall promptly invoice the Owner for the FIRM's service in accordance with the billing terms of the CLIENT'S agreement with the Owner and shall use reasonable and diligent efforts to collect payment from the Owner. Invoices shall be payable within 15 days after the invoice date regardless of whether or not the Owner pays the CLIENT in full. The CLIENT shall pay the FIRM for all undisputed invoices within a reasonable period of time after completing the FIRM'S services under this agreement. If the invoice is not paid within 30 days after the invoice date, the FIRM may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. [Retainers/Deposits shall be credited on the final invoice.]
10. **LATE PAYMENTS:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
11. **TERMINATION:** Either CLIENT or FIRM may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay FIRM in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
12. **CERTIFICATIONS:** Guarantees and Warranties: The FIRM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the FIRM cannot ascertain.
13. **OWNERSHIP OF DOCUMENTS:** All documents produced by the FIRM under this agreement shall remain the property of the FIRM and may not be used by the CLIENT for any other endeavor without the written consent of the FIRM.
14. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby
15. **JOBSITE SAFETY:** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultant's at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultant's. The Client also agrees that the Client, the Consultant and the Consultant's subconsultant's shall be made additional insured's under the General Contractor's policies of general liability insurance.

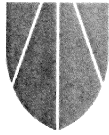
Initials _____

Page 9 of 12

(FIRM)

(CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696



SHIELD
ENGINEERING GROUP

2022 HOURLY RATE SCHEDULE

Principal / Director	\$265
Program Manager	\$235
Project Manager	\$210
Senior Professional Engineer	\$200
Professional Engineer	\$175
EIT II	\$145
EIT I	\$110
Designer	\$140
CAD Drafter	\$110
Support / Admin	\$ 95
Senior RPLS	\$210
RPLS	\$165
GIS Analyst	\$125
SIT	\$125
Survey Technician	\$115
Party Chief	\$115
Survey Crew Member	\$ 70

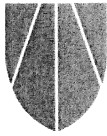
Hourly Rate Schedule as of the date of this contract is subject to change without notice.

Initials _____ Page 10 of 12

(FIRM) (CLIENT)

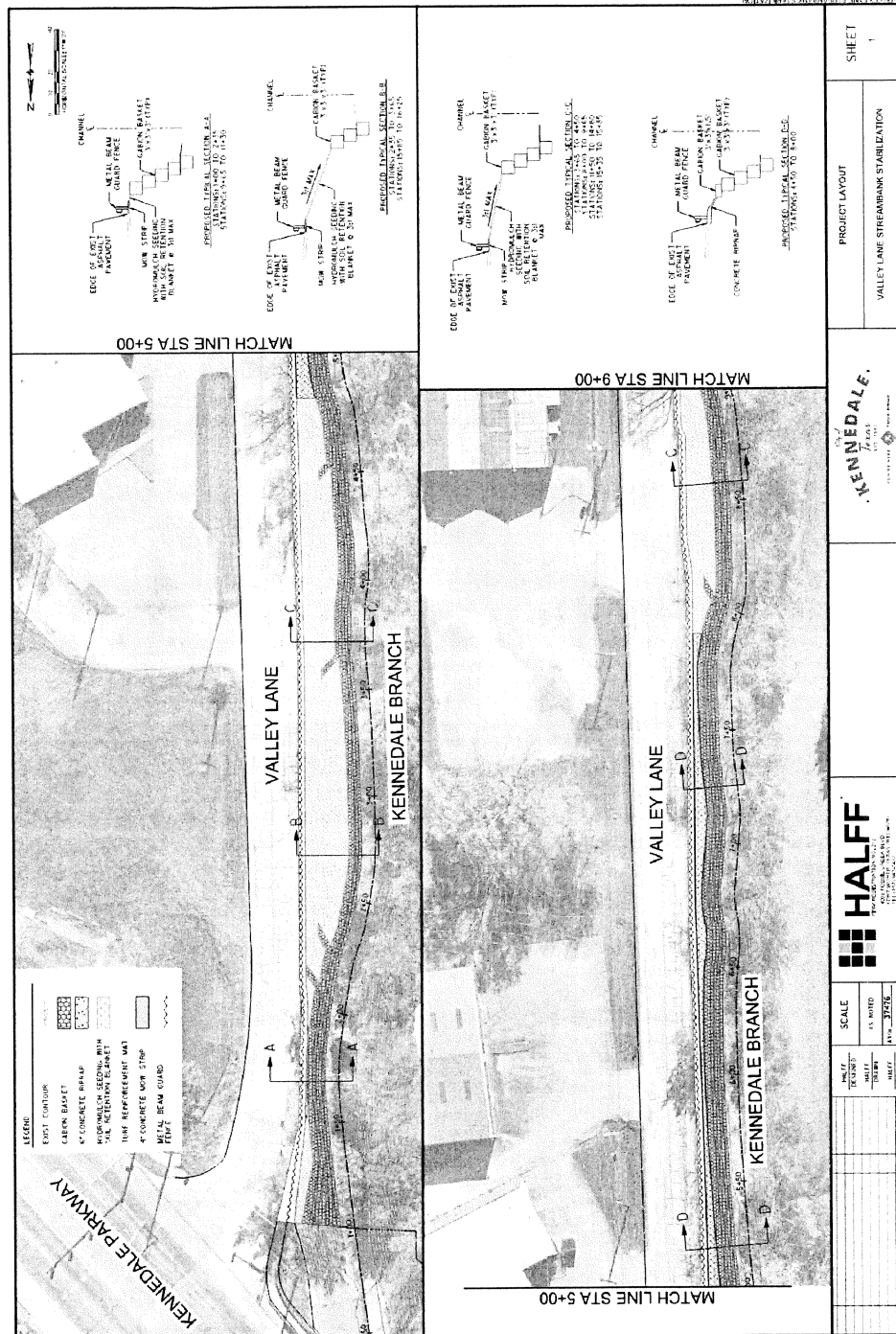
1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696

info@segpllc.com · www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 · TBPLS FIRM #10193890



SHIELD

ENGINEERING GROUP



Initials _____

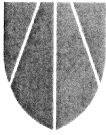
Page 11 of 12

(FIRM)

(CLIENT)

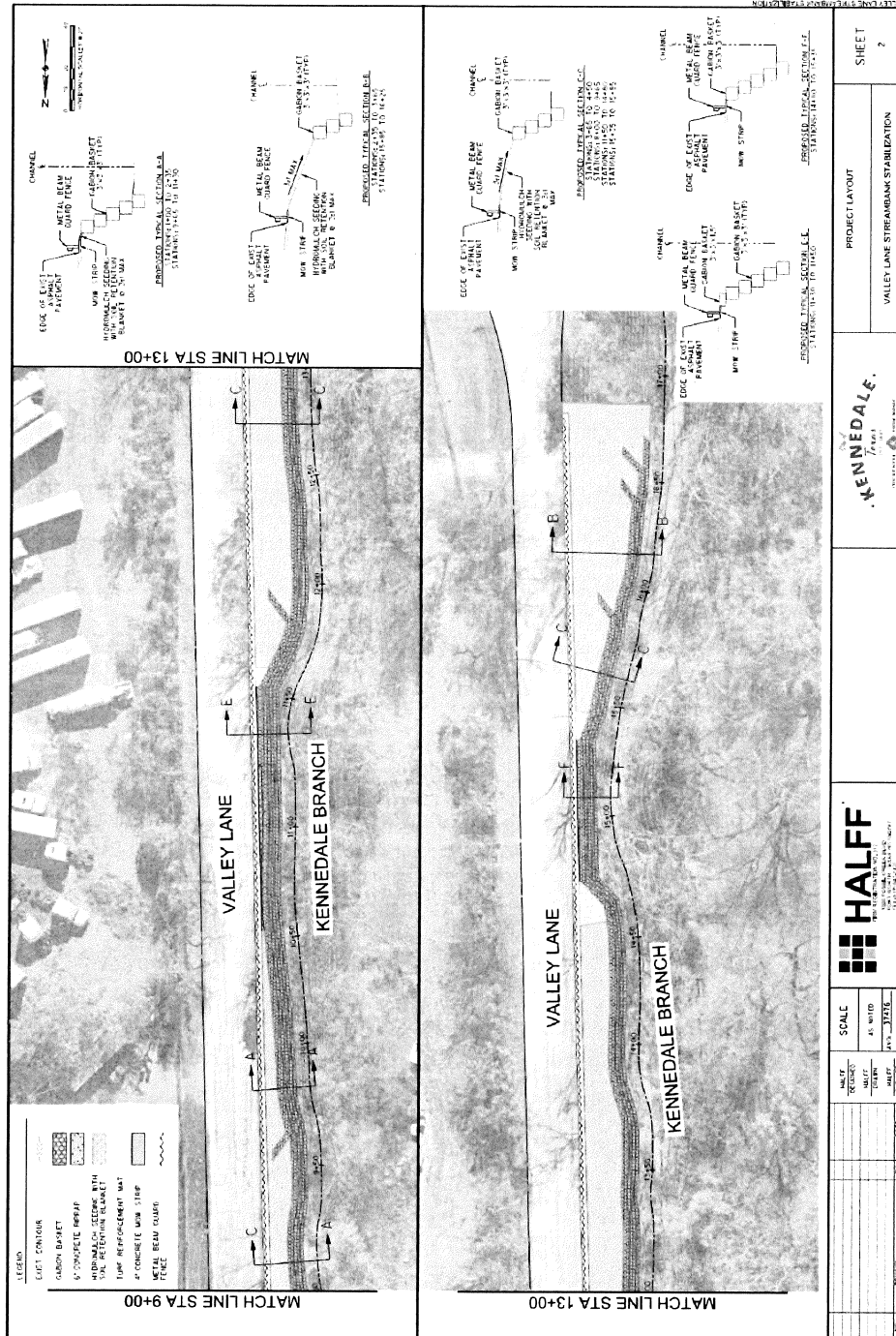
1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696

info@segpllc.com · www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 · TBPLS FIRM #10193890



SHIELD

ENGINEERING GROUP



Initials _____

Page 12 of 12

(FIRM)

(CLIENT)

1600 West 7th Street, Suite 200, Fort Worth, TX 76102 · 817.810.0696

info@segpllc.com · www.SHIELDENGINEERINGGROUP.com

TBPE FIRM #F-11039 · TBPLS FIRM #10193890



SCALE

AS SHOWN

DATE: 01/11/2017

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

REVISION: [Signature]

DATE: 01/11/2017

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

REVISION: [Signature]

DATE: 01/11/2017

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

REVISION: [Signature]

DATE: 01/11/2017

PROJECT LAYOUT

VALLEY LINE STREAMBANK STABILIZATION

SHEET

2



VRX, Inc.
2500 N. Dallas Pkwy, Suite #450
Plano, TX 75093
OFFICE: 972.309.9700

Verify all submitted fees are included

May 6, 2022

Max Aransen, EIT
Shield Engineering Group, PLLC
1600 West 7th Street, Suite 200
Fort Worth, TX 76102

Sent Via E-mail [max.arsansen@shield-engineering.com]

RE: Proposal to Provide Professional Consulting Services for the Kennedale Valley Lane Project

Dear Mr. Aransen:

VRX, Inc. (VRX) is pleased to submit this proposal to provide professional consulting services for the above-referenced projects. VRX is a Texas-based, privately held environmental, engineering, construction management, and inspection services consulting firm. We are a NCTRCA-certified Disadvantaged Business Enterprise (DBE) and State of Texas Historically Underutilized Business (HUB).

1.0 BACKGROUND

Based on our discussions and a review of provided information concerning the Kennedale Valley Lane Project (**Attachment 1**), we are proposing environmental studies to assist Shield Engineering in their project development. The proposed project would include streambank stabilization of an unnamed tributary of Village Creek for approximately 2,100 ft running parallel to Valley Lane from West Kennedale Parkway to North Dick Price Road within the city of Kennedale.

1.1 Project Goals/Objectives

The goal of the project is to provide Shield Engineering with the following environmental studies:

- TWDB Environmental Data Form
- TxDOT Fort Worth District Environmental Clearance
- Water Resources
- Biological Resources
- Historic Resources
- Hazardous Material Site Assessment
- General Coordination with Agencies

2.0 PROPOSED SCOPE OF WORK

A. Environmental Data Form - Categorical Exclusion (CE)

TWDB Mid-Level Environmental Review: Environmental Data Form

A mid-level environmental review is required by 31 Texas Administrative Code §363.14 of the Texas Water Development Board's (TWDB) rules for most projects receiving state funding. VRX will assist Shield Engineering and the city of Kennedale with the completion of the Environmental Data Form for State Programs (Form TWDB-0800).

B. Water Resources

Delineation of Waters of the U.S.

Review previous delineation and re-delineate boundaries of waters of the U.S. (WOTUS) within the proposed project area as depicted in Attachment 1.

1. VRX will perform a field investigation of the proposed project area to determine the extent of observed WOTUS. VRX will follow the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and March 2010 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual to delineate wetlands, other regulations (e.g., 33 CFR 328.3(e)), guidance to delineate non-wetland WOTUS, and in accordance with the 2020 Navigable Waters Protection Rule.
2. WOTUS will be mapped using a Global Positioning System (GPS). This GPS system is capable of sub-meter accuracy. Additionally, limits of WOTUS will be marked in the field with pin flags or surveyor paint.
3. Conclusions:
 - a. **WOTUS Delineation Report**
 - b. **Surface Water Analysis Form**
 - c. **Section 404/10 Impact Table**

C. USACE Nationwide Permit (NWP) Preconstruction Notification (PCN)

If necessary, VRX shall provide Shield Engineering with a NWP PCN, including the following, as appropriate:

1. The purpose of, and need for, the project.
2. A delineation, proposed determination, and characterization of wetlands and other WOTUS, and a description of the project's likely impacts on the aquatic environment, including a brief characterization of each impact to WOTUS.
3. Maps clearly showing all known temporary and permanent elements of the project.
4. Detailed plan, profile, and cross-section views of all work (with ordinary high-water mark or wetland boundary shown)
5. A written discussion of alternatives considered and rationale for selected alternative.
6. An assessment of the adverse and/or beneficial effects of the proposed project.
7. Documentation that the amount of area impacted is the minimum necessary to accomplish the project, anticipated impacts due to changes in preconstruction contours, and documentation that changes would not result in more than minimal adverse impacts on the aquatic environment.
9. A discussion of threatened and/or endangered species for the project area.
10. A discussion documenting whether any cultural resources would be affected by, or are in the vicinity of, the permit area. Note, if investigation by an archeologist is required, VRX will request this as additional services and will subcontract this activity.
11. Information on hydrology and hydraulics.

D. Biological Resources

VRX will review Federal and State Threatened and Endangered Species lists and assess habitat in and adjacent to the Kennedale Valley Lane Project area for the potential for use by listed species.

Texas Parks and Wildlife Division

VRX will complete a Project Coordination and Review Request with Texas Parks & Wildlife Division (TPWD) Wildlife Habitat Assessment (WHAB) Program. A WHAB Review Request Form and supporting documentation including Threatened and Endangered Species will be coordinated with TPWD WHAB Program.

United States Fish and Wildlife Service

VRX will informally coordinate with the United States Fish and Wildlife Service (USFWS) Texas Ecological Field Services Office, in accordance with Endangered Species Act of 1973. VRX will compile data from the USFWS Information for Planning and Consultation (IPaC) to explore

species data and conduct a regulatory review for inclusion in a memo report for coordination with USFWS.

VRX will complete **Species Analysis Form, Species Analysis Spreadsheet, and Documentation of Texas Parks and Wildlife Department Best Management Practices Form** as necessary to meet TxDOT Environmental clearance requirements.

E. Historic Resources Review

VRX will subcontract Cypress Environmental Consulting to conduct an archeological survey within the project area shown in Attachment 1. The scope of the archeological survey will be composed of preparing an Antiquities Permit application in accordance with Texas Historical Commission guidelines and in compliance with the Antiquities Code of Texas, conducting an intensive archeological pedestrian survey augmented by shovel testing, report preparation, and curation of the final report.

F. General Coordination with Agencies

VRX will coordinate with other agencies and organizations as necessary to complete the environmental reports, forms, and documentation for this project.

G. TxDOT Hazmat ISA

VRX will assess the project area for the presence or suspected presence of hazardous materials. VRX will conduct a site visit and database review and complete a HazMat Initial Site Assessment Form documenting our findings.

H. Categorical Exclusion Classification Request Form

VRX will complete the **Categorical Exclusion Classification Request Form, and coordinate with** TxDOT Fort Worth District Environmental Staff, to facilitate TxDOT approval.

3.0 SCHEDULE

VRX can initiate work on this project within three weeks of receipt of appropriate authorization to proceed. A tentative timetable for the project is 6-9 months; however, VRX cannot estimate or control the time it takes to coordinate with TPWD, THC, TxDOT, or the USACE to attain authorizations, but will work diligently to facilitate the process.

4.0 COST ESTIMATE

VRX will bill on a lump sum basis as follows:

Table 1. Kennedale Valley Lane Project Cost Estimate		
Task	Description	Fee
Task A	Environmental Data Form	\$1,750.00
Task B	Water Resources (Re-delineate & Addendum Memo)	\$6,500.00
Task C	USACE NWP 14 with PCN	\$3,500.00
Task D	Biological Resources	\$8,500.00
Task E	Historic Resources Review	\$11,350.00
Task F	General Coordination with Agencies	\$4,500.00
Task G	TxDOT Hazmat ISA	\$3,500.00
Task H	TxDOT Categorical Exclusion (Includes TxDOT Coordination)	\$8,000.00
Total Cost		\$47,600.00

If at any time out of scope work is required, VRX will cease work until the cost estimate is revised and approved in writing by Shield Engineering.

5.0 ASSUMPTIONS AND EXCLUSIONS

- All deliverables will be provided electronically.

- To the extent allowed by regulatory agency requirements, the documents prepared under this scope will be written in a non-technical, easily readable manner for ease of reading by parties to this agreement.
- This proposal does not include land survey efforts.
- Right of entry, if needed, to be provided by the Engineer.
- Development designs shall be provided in an ArcMap compatible format.
- Evaluation of impacts to WOTUS from more than two design plans will be accomplished as additional services.
- This proposal assumes that hydrology and hydraulic studies, reports, and associated City or Federal Emergency Management Agency approvals will be provided by Shield Engineering.
- This proposal assumes the proposed project sites can be authorized under the Nationwide Permit program with a PCN. A separate scope and fee will be provided if the USACE requires an Individual Permit.
- Increased archeological documentation/examination (e.g., deep testing/mechanical trenching, data recovery, artifact curation, etc.) is not included in this scope and fee but can be provided as additional services.
- The scope and fee in this proposal is valid for one year from the date of this proposal.

Thank you for the opportunity to provide this letter proposal. We look forward to assisting you with this project. Please contact me at (940)367-5766 if you have questions or require additional information.

Sincerely,
VRX, Inc.

James E Huff

Digitally signed by James E Huff
DN: C=US,
E=Eric.Huff@vrxglobal.com,
O="VRX, Inc.", OU=Vice President,
CN=James E Huff
Date: 2022.05.06 12:44:19-05'00'

James "Eric" Huff, CWB
Vice President / Environmental Manager



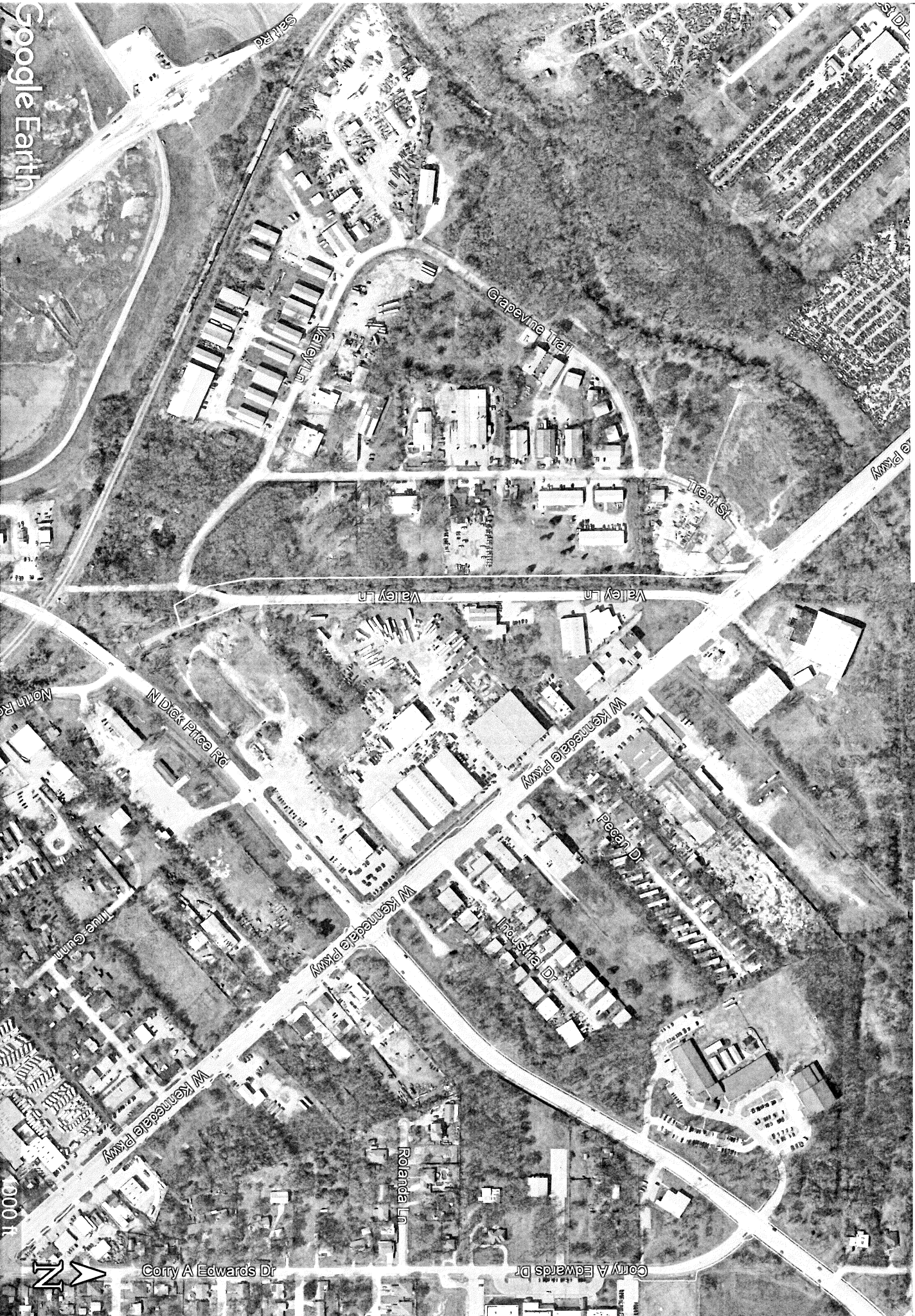
VRX, Inc.
2500 N. Dallas Pkwy, Suite #450
Plano, TX 75093
OFFICE: 972.309.9700

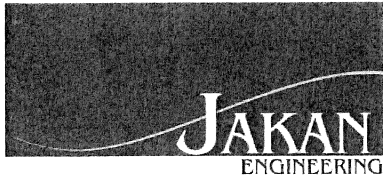
ATTACHMENTS

Kennedale Valley Lane Location Map

Attachment 1

Legend
Valley Lane Project Area, Kennedale, Texas





JAKAN ENGINEERING, PLLC

STRUCTURAL AND CIVIL ENGINEERING

P.O. Box 391

Frisco, Tx 75034

817-466-7030

TBPE Registered Firm No. F-13414 • HUB Vendor 46945

April 4, 2022

Mr. Max Aransen, MBA
Shield Engineering Group, PLLC
1600 West 7th Street
Suite 200
Fort Worth, TX 76102

**Subject: City of Kennedale
Valley Lane and Kennedale Parkway
Kennedale Branch
Aerial Crossing and Retaining Wall Design**

Dear Mr. Aransen:

We appreciate the opportunity to provide you with this proposal for our professional services. The following are our fees for the associated scope of work requested.

1.0 Scope of Basic Services

Jakan Engineering proposes the following basic scope of services:

- Provide structural design, plans, and specification for double 8" aerial crossing: (\$6,500)
- Two site visits (\$1,000)
- Bidding phase support (\$1,250)

Proposed Aerial Crossing Design Total: \$8,750

Optional Gabion Retaining Wall Design

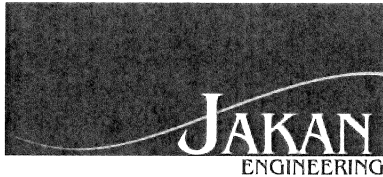
- Provide structural details for gabion wall for bank stabilization (maximum height 15' -1900 LF)

Proposed Gabion Wall Design Total: \$3,750

2.0 Scope of Optional Services

The following are not included in the Basic Services and will be considered as *Additional Services*, if required or requested:

- Surveying



- Geotechnical Report
- Any other services not specifically included in *Basic Services*.

3.0 Compensation

Jakan Engineering proposes to perform the **Basic Services** outlined above in Section 1 on the basis of **Lump Sum Amount (\$8,750 for Aerial Crossing, \$3,750 for Gabion Wall Design)**.

4.0 Authorization

Please indicate your approval by signing one copy of the proposal and returning it to us. Any modifications to the attached language must be accepted by both parties.

We thank you for considering Jakan Engineering for this project. Should you have any questions please feel free to call.

Yours truly,

JAKAN ENGINEERING, PLLC

A handwritten signature in black ink, appearing to read "Son Ngo", written over a horizontal line.

Son Ngo, P.E., MLSE
President

Agreed & Accepted

By: _____

Name: _____

Title: _____

Date: _____

March 23, 2022

Shield Engineering Group
1600 W. 7th Street Suite 400,
Fort Worth, Tx 76102

Attn: Max Aransen
P 817-810-0696
E Max.Aransen@shield-engineering.com

Re: Geotechnical Investigation Proposal
Valley Lane - Kennedale
Southbound Valley Lane
Kennedale, Texas
TSIT Proposal P22043

Dear Mr. Aransen,

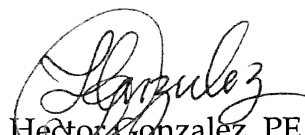
In accordance with your request, TSIT is pleased to submit our proposal to provide geotechnical engineering services at the referenced project site.

This proposal is prepared based on the information provided by phone call and email from Mr. Aransen on March 17, 2022. If there are any changes in scope of the project or extent of required geotechnical services, TSIT will be glad to revise this proposal accordingly.

We appreciate this opportunity to present this proposal. If you have any questions, please contact the undersigned.

Sincerely,

TSIT Engineering & Consulting, LLC.
Firm Registration F-5278



Hector Gonzalez, PE
Geotechnical Engineer



Jared Lankford, GIT
Project Professional

1. PROJECT SCOPE

The proposed project consists of engineering design services for slope stabilization along a failing channel/roadway located along Valley Lane, south of its intersection with Kennedale Parkway in Kennedale. Recommendations will be provided for the installation of roughly 1900 LF of gabion basket wall, a guardrail, and the replacement of an 8" aerial sewer crossing.

An exhibit labeled "Valley Lane Tarrant County 2021 Bond Concept Plans" was provided in communication dated March 17, 2022. The exhibit shows the project area along the southbound lane of Valley Lane.

2. GEOTECHNICAL SUBSURFACE INVESTIGATIONS

2.1 Traffic Control

One or more of the proposed borings will be drilled on the street, hence preparation of a plan for distribution of barricades and signs around the drill rig, and traffic management while drilling exploration will be necessary.

Our fee for an 8-hour day of traffic control is approximately \$1,995 per day. This does not include any extra fees for city permits or additional engineering/drafting. Any additional requirements will be submitted for reimbursement in a cost and materials basis.

2.2 Drilling and Sampling

TSIT proposes investigating the project site by exploratory borings listed as follows:

STRUCTURE	NUMBER AND DEPTH OF BORINGS
-----------	-----------------------------

Roadway

Five (5) borings to a maximum depth of 50 feet

Sampling will be performed continuously to 10 feet, and at 5-foot intervals thereafter or at each stratum change until the termination depth of each boring. Cohesive soils will be sampled with thin-walled (Shelby) tube sampler in accordance with ASTM D-1587. Standard penetration tests will be performed on cohesionless soils in accordance with ASTM D-1586.

Rock cores samples, 5 feet long, will be obtained in all boring when bedrock is encountered. Rock Coring will be in accordance with ASTM D2113.

All samples will be extruded in the field and packaged to protect them from disturbance and preserve their in-situ moisture.

2.3 Utilities

TSIT assumes that you have the right of entry to the property and that the boring locations are accessible to drilling equipment during normal working days. Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing on the property. Client shall provide documents i.e. surveys.

TSIT will request DIGTESS to clear public utilities (electric, water lines, sewer lines, fiber glass, cable etc.) prior to our firm performing drilling services. This service may take 3 days or longer to have DIGTESS locaters clear the site.

3. LABORATORY TESTING

Laboratory tests will be performed on representative samples to establish the pertinent engineering properties of the various strata. We anticipate these tests will primarily consist of moisture content and dry density determinations, Atterberg Limits, unconfined compression tests, direct shear tests, and absorption swell tests. Laboratory testing of rock cores, if encountered, will consist primarily of unconfined compression tests.

4. ENGINEERING REPORT

The results of all field and laboratory studies will be compiled into an engineering report with our comments and recommendations on various appropriate design parameters and construction procedures. Electronic PDF reports with original seals will be furnished. The report will include the following:

1. Logs of borings, laboratory test results, and groundwater observations.
2. Recommendations for gabion wall foundation type, depth and design parameters.
3. Recommendations for foundation construction requirements
4. The presence of groundwater and its effect on foundation installation.
5. Recommended lateral pressures for the design of below-grade walls and retaining structures
6. An evaluation of the swell characteristics of the subgrade soils
7. Global slope stability analyses for planned channel geometry
8. Earthwork recommendations

TSIT will remain available throughout the project to consult on geotechnical matters with you and other members of the design team.

5. TIME ESTIMATE

It is estimated that the project will require 25 to 30 working days to complete all field and laboratory work. A Draft report will be available once all laboratory testing and engineering is finished, about two weeks after laboratory work is completed. A final report will be available 5 days after comments are received on our draft report.

Normally there is a 3 to 7 day delay to allow for locate processing and typical field services backlog before we would obtain the samples. If weather conditions are adverse, causing wet and muddy site conditions, a 1-2 week delay is anticipated in starting the field exploration.

The estimated cost is based on TSIT staking the borings based on a site plan provided with your authorization. The field exploration program is based on the assumption that soil conditions will be relatively uniform across the site. Should unusual soil conditions be encountered, we will contact the client representative with a recommendation and cost estimate for further study, in more detail, of abnormal, or soft conditions..

6. ESTIMATED BUDGET

The cost of performing the complete geotechnical subsurface investigations (Drilling, Sampling & Field Testing; Laboratory Testing; and Engineering Analysis & Report) is estimated to be a **LUMP SUM** of **\$24,347.70**.

Our terms are net 30 days from the date of the invoice.

Any additional costs beyond this figure will be subject to approval by the client. This cost is a budget figure and will not be exceeded, for the described scope of work, without prior approval.

7. SOIL TEST BORINGS

All soil borings will be located within the proposed along the subject street and may be staked/marked by TSIT at the client's request, per site layout upon receiving approval on our proposed boring plan.

8. CLOSURE

For formal approval of this proposal and authorization of our services, please execute and return one copy to us. We appreciate this opportunity to provide our services.

Approved by CLIENT:

Signature: _____

Name: _____

Title _____

Firm: _____

Date: _____

Email Address _____



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.G.

SUBJECT

Appoint Mayor Pro Tem

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VII.A.

SUBJECT

PURSUANT TO §551.072 — *Deliberation regarding the purchase, exchange, lease, or value of real property.*

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VII.B.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VII.C.

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: JUNE 21, 2022

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

SUBJECT

City Secretary Interview

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Sharon McFadden	Sharon McFadden.doc
----	-----------------	---------------------



MEETING DATE: JUNE 21, 2022

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VII.C.2.

SUBJECT

City Manager Contract

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS