

KENNEDALE CITY COUNCIL AGENDA

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

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

I. CALL TO ORDER

To address the Kennedale City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the meeting to seek legal advice from the City Attorney on any item posted on the agenda.

A. ROLL CALL

II. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion and update on Alta 287
2. Dunaway Contract

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

III. REGULAR SESSION

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

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

B. REPORTS AND ANNOUNCEMENTS

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

1. Swearing in ceremony for Firefighter Michael Pettijohn
Swearing in ceremony for Police Officer Thomas Major
2. Updates from members of the Kennedale City Council
3. Updates from the Mayor
4. Updates from the City Manager
 - a. Update on Kennedale's Hometown Christmas - Elizabeth Partridge
5. Financial Reports for the City

C. VISITOR AND CITIZEN FORUM

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

D. CONSENT AGENDA

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

1. Approval of the minutes from the September 6, 2022 Special Meeting
2. Approval of the minutes from the September 13, 2022 Special Meeting
3. Approval of the minutes from the September 20, 2022 Regular Meeting
4. Approval of a Resolution authorizing the City Manager to sign an Agreement for Mutual Aid in Fire Protection and Emergency Medical Services with Tarrant County
5. Approval of a Resolution, supporting a grant application by the Police Department for Thermal Imaging Technology (FLIR)

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Appoint a Mayor Pro Tem
2. Discussion and necessary action to authorize the Fire Chief to purchase a Brush truck for the amount of \$168,462.00.
3. Discussion and necessary action to authorize the City Manager to Sole Source the repair to Millican Well Service LLC, for \$51,303.50 on repairs to the well pump on T-2

F. PUBLIC HEARINGS

1. **CASE # PZ 22-14** to conduct a Public Hearing receive comments and consider action on a request for a zoning change from AG Agricultural to PD Planned Development for approximately 18.2 acres being part of tract 11 of the Oliver Acres Addition, part of lots 6 and 7 in the J.M. Estes Home Tracts, located at 1106 Kennedale Sublet Road, City of Kennedale, Tarrant County, Texas
 - A. Staff Presentation
 - B. Applicant
 - C. Public Hearing
 - D. Action

IV. EXECUTIVE SESSION

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

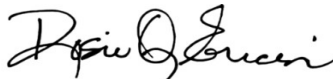
- A. **PURSUANT TO §551.071** — *Consultation with the City Attorney regarding pending or contemplated litigation, or a settlement offer or pertaining to any matter in which the duty of the City Attorney to the City under the Texas Disciplinary Rules of Professional Conduct may conflict with the requirements of the Texas Open Meetings Act, including discussion of any item posted on the agenda or legal issues regarding the Open Meetings Act., and the following:*
1. Revision of Uniform Development Code
 2. McDonald v. City of Kennedale
- B. **PURSUANT TO §551.072** — *To deliberate the purchase, exchange, lease, or value of real property when deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party.*
- C. **PURSUANT TO §551.087** — *To deliberate (1) regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or (2) the offer of a financial or other incentive to a business prospect described by Subdivision (1) above.*
- D. **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, including the following:*
1. Appointments to Board and Commissions

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

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE NOVEMBER 15, 2022 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.



ROSIE Q. ERICSON, SECRETARY

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



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Discussion and update on Alta 287

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Dunaway Contract

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.1.

SUBJECT

Swearing in ceremony for Firefighter Michael Pettijohn
Swearing in ceremony for Police Officer Thomas Major

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.2.

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.3.

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.4.a.

SUBJECT

Update on Kennedale's Hometown Christmas - Elizabeth Partridge

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.5.

SUBJECT: Financial Reports for the City

ORIGINATED BY: Tanisha Sherman

SUMMARY: Financials will be emailed prior to the meeting

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Approval of the minutes from the September 6, 2022 Special Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Approval of the minutes from the September 13, 2022 Special Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Approval of the minutes from the September 20, 2022 Regular Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.D.5.

SUBJECT

Consider authorizing the City Manager to sign an Agreement for Mutual Aid in Fire Protection and Emergency Medical Services with Tarrant County

ORIGINATED BY: James Brown, Fire Chief

SUMMARY

The attached agreement for Mutual Aid in Fire Protection and Emergency Medical Services with Tarrant County includes largely the same verbiage as the original, which was first signed in June 2005. This contract generates revenue for both fire and Emergency Medical Services delivered in our assigned portion of the county. This also includes a \$25,000 equipment grant.

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

RECOMMENDATION: Approve

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Kennedale, Texas

Fire Service
Emergency Medical Services
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF KENNEDALE, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of FIFTY THOUSAND DOLLARS (\$50,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION DOLLARS (\$2,000,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2023, May 2023, August 2023 and November 2023.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency

scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

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

CITY OF KENNEDALE, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

ESN 99

***KENNEDALE FIRE
KENNEDALE EMS***

KENNEDALE PKWAY

S EDEN RD (EDEN RD)

US
287
BUS

HUDSON CEMETERY RD

MANFIELD HWY

GERIE BARRETT RD

GAGLE CROW RD



September 8, 2016
esn0998x11

EXHIBIT “B”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022–2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point

***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

Exhibit "D"

GRANT FROM DISTRICT

City of Kennedale

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Various fire/rescue equipment	\$25,000.00



MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.D.6.

SUBJECT

Approval of a Resolution, supporting a grant application by the Police Department for Thermal Imaging Technology (FLIR)

ORIGINATED BY: Mike Holguin, Police Chief

SUMMARY

The Police Department is requesting an updated resolution of support related to a grant application to the Criminal Justice Division of the Governor's Office for FY22-23. Grant #4450101 for the purchase of thermal imaging technology to detect heat (from persons or otherwise) at night or other situations with low visibility. The updated resolution is required by the grantor with the updated signatures from the Mayor and the City Secretary. This grant was previously approved in March of 2022. There are no matching funds required of the City.

RECOMMENDATION: Approve

RESOLUTION NO. 602

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, DESIGNATING AN AUTHORIZED OFFICIAL AS RESPONSIBLE FOR COORDINATION WITH THE CRIMINAL JUSTICE DIVISION OF THE STATE OF TEXAS FOR THE PURPOSE OF PARTICIPATION IN A GRANT FOR THERMAL IMAGING TECHNOLOGY (FLIR), (GRANT APPLICATION CONFIRMATION NUMBER 4450101); AND CERTIFYING THAT THE CITY OF KENNEDALE IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

WHEREAS, The City Council of the City of Kennedale, Texas, finds it in the best interest of the citizens of Kennedale that a **THERMAL IMAGING TECHNOLOGY (FLIR)** system be operated for FY2022-23; and

WHEREAS, the City Council of the City of Kennedale agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of the City of Kennedale assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council of the City of Kennedale designates Interim City Manager Leslie E. Galloway as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

The City Council of Kennedale, Texas approves submission of the grant application for the Traffic Data and Enforcement system to the Office of the Governor, Criminal Justice Division (Grant Application Confirmation Number: 4450101).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 15TH DAY OF MARCH 2022.

APPROVED:

MAYOR LINDA RHODES

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

RESOLUTION NO. 616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, DESIGNATING AN AUTHORIZED OFFICIAL AS RESPONSIBLE FOR COORDINATION WITH THE CRIMINAL JUSTICE DIVISION OF THE STATE OF TEXAS FOR THE PURPOSE OF PARTICIPATION IN A GRANT FOR THERMAL IMAGING TECHNOLOGY (FLIR), (GRANT APPLICATION CONFIRMATION NUMBER 4450101); AND CERTIFYING THAT THE CITY OF KENNEDALE IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

WHEREAS, The City Council of the City of Kennedale, Texas, finds it in the best interest of the citizens of Kennedale that a **THERMAL IMAGING TECHNOLOGY (FLIR)** system be operated for FY2022-23; and

WHEREAS, the City Council of the City of Kennedale agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of the City of Kennedale assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council of the City of Kennedale designates Interim City Manager Leslie E. Galloway as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

The City Council of Kennedale, Texas approves submission of the grant application for the Traffic Data and Enforcement system to the Office of the Governor, Criminal Justice Division (Grant Application Confirmation Number: 4450101).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 15TH DAY OF MARCH 2022.

APPROVED:

MAYOR JAN JOPLIN

ATTEST:

CITY SECRETARY RAEANNE BYINGTON



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Appoint a Mayor Pro Tem

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Consider approval for the Fire Chief to purchase a Brush truck for the amount of \$168,462.00.

ORIGINATED BY James Brown, Fire Chief

SUMMARY In the 2022/2023 budget process council approved the purchase of a new brush fire truck for the fire department. Staff is now respectfully requesting Council's approval of a bid (attached) in the amount of \$168,462, submitted by Wildfire Truck & Equipment Sales for the purchase of a new brush truck.

RECOMMENDATION Approve

QUOTE# 001-WILDFIRE (GAS)

CONTRACT PRICING WORKSHEET

End User: CITY OF KENNEDALE	Contractor: ROCKDALE COUNTRY
Contact Name: DON GIBSON	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: DON@WILDFIRETRUCK.COM	Prepared By: Averyt Knapp
Phone #: 817-783-3833	Email: aknapp@caldwellcountry.com
Fax #: 817-783-6622	Phone #: 979-567-6116
Location City: KENNEDALE, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 24, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD F550 SUPER CAB 4X4 (60CA) X5H	

A Base Price & Options:

\$59,772

B Fleet Quote Option:

Code	Description	Cost		Description	Cost
	4X4-SUPER CAB, 19,500#GVWR -60"CA, 7.3L-V8 GAS, 10-SPD AUTOMATIC, 4.88 LIMITED SLIP REAR AXLE, 225/70R19.5G MAX TRACTION TGK TIRES (W-SPARE), 40- 20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/SYNC, TILT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, HD FRONT SUSPENSION, SKID PLATE SHIELD, (NO REAR VISION CAMERA PREP KIT)	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	WILDFIRE LOGISTICS	\$106,780.39 \$1,909.71			
Subtotal B					\$108,690

C Unpublished Options

Code	Description	Cost		Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$168,462
Quantity Ordered					1
Subtotal E					\$168,462
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: RACE RED					
H. Total Purchase Price (E+F)					\$168,862
Estimated Delivery Date:				12-18 MONTHS APPX	

MEETING DATE: NOVEMBER 15, 2022

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.3.

SUBJECT

Discuss and consider approval for the City Manager to Sole Source the repair to Millican Well Service LLC, for \$51,303.50 on repairs to the well pump on T-2

ORIGINATED BY: Stan Rountree

SUMMARY:

Approximately around October 19, 2022, we had Millican Well Service pull the well pump out of T-2 for inspection on the well casing and well pipe. Millican used a camera to video the casing. The video showed there were no hole or cracks in the casing. It also showed a lot of rust on the casing which can be cleaned by brushing and acidizing. The video showed the pipe stems for the smearable pump was in bad shape due to rusting and corrosion. There are 525 feet of 5" steel pipes that need to be replaced. They need to send the smearable pump to Midland to be checked, to make sure it is in good working order and no damage before they reinstall the pump. This is normal wear and tear on water wells, after so many years of pumping water out of the ground. Once they install the pump and pipe stems back in the well it should be back in service with no problems. The reason I went with the sole source is because Millican Well Service not only installed our wells, but they are also the only company that has worked on our wells for 40 + years.

City of Kennedale

Sole Source Purchasing Justification Form

Date:	11/3/2022	Department Name:	Public Works
To:	Council Members	Requestor Name:	Stan Rountree
		Phone Number:	817-682-1510

Instructions: Complete this form for all purchases that will exceed \$3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase.

Please check the criteria listed below that applies to this purchase request:

- ☒ Sole Source (check one)
- ☐ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies. – Kid Fish has the knowledge and supplies to conduct this type of event.
 - ☐ Films, manuscripts, or books.
 - ☒ Gas, water, and other utilities.
 - ☒ Captive replacement parts or components for equipment
 - ☐ Books, papers, and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials
- ☐ Goods Purchased for Subsequent Retail Sale
- A procurement of goods being purchased for subsequent resale by the City.
- ☐ Public Calamity
- A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☒ Public Health and Safety
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ Unforeseen Damage
- A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ Personal, Professional or Planning Services

- o A procurement of personal, professional, or planning services

☒ Other

- o Cite the applicable Texas Local Government Code Chapter 252 exemption in the justification box below.

2. Justification: Describe in detail below why an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

4. Because the above facts and supporting documentation the City of Kennedale exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name:	Millican Well Service
Description:	Repair Water Wells

5. Check the purchase type and fill in the dollar amount and purchase term as applicable

☐ This is a one-time purchase request for \$ 51,303.50

☐ This is a term contract request for _____ (# months) in the amount of \$ _____

Recommended by: Stan Rountree Stan Rountree 11-3-22
Requestor Date

Approved by: Darrell Hull Darrell Hull 11-4-22
Department Manager, Asst Director, or Director Date

Purchasing Office Review: _____
Purchaser Date

Purchasing Office Management Review: _____
Purchasing Manager (over \$50,000) Date

MILICAN WELL SERVICE LLC
 372 HAMM ROAD
 BOYD, TEXAS 76023
 817-232-0077

Estimate

Name / Address
City of Kennedale 405 Municipal Drive Kennedale, Texas 76060

Date
10/31/2022

Well Name
T-2

Qty	Description	Cost	Total
25	Labor and equipment to brush the casing, sand pump 25' of fill from the well, acidize and brush the screens.	300.00	7,500.00
3	Liquid acid descaler 5 gallon	404.00	1,212.00
25	Labor and equipment to install the pump and motor back in the well and replace 525' of bad pipe.	300.00	7,500.00
525	5" 8RD pipe	45.50	23,887.50
2	5" 8RD check valves	975.00	1,950.00
3	5/8" SS band-it materials	225.00	675.00
2	5/8" SS band-it buckles	102.00	204.00
2	Haul pump and motor to Midland for testing	500.00	1,000.00
1	Service tech to put the pump and motor back together and test	4,250.00	4,250.00
1	Service tech to make the splice for the installation	2,925.00	2,925.00
1	Temporary Fuel Surcharge	200.00	200.00
<i>Thank you!</i>		Subtotal	\$51,303.50
Jerry Browning 2176 Jaythan Browning 59998		Sales Tax (0.0%)	\$0.00
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, Texas 78711 512-462-7880		Total	\$51,303.50



MEETING DATE: NOVEMBER 15, 2022

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

SUBJECT

Appointments to Board and Commissions

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS