

KENNEDALE CITY COUNCIL AGENDA

**REGULAR MEETING | DECEMBER 20, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060**

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

I. CALL TO ORDER

To address the Kennedale City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the 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 of Tarrant County Transportation Bond for Little School Road expansion.
2. Discussion of Alta & 287.

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. Recognition of outgoing Mayors & Councilmembers

Brian Johnson, Mayor 2014-2021

Linda Rhodes City Council 2018 - 2021; Mayor 2021-2022

Hollis Matthews, Mayor 2022

2. Updates from members of the Kennedale City Council
3. Updates from the Mayor
4. Updates from the City Manager

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 October 14, 2022 Special City Council Meeting
2. Approval of the minutes from the November 14, 2022 Special Council Meeting
3. Approval of the minutes from the November 15, 2022 Regular Council Meeting
4. Approval of the minutes from the November 30, 2022 Special Council Meeting

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 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.*
 1. Karmali Holdings.
 2. Update on Uniform Development Code revision.
- B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*
 1. 6890 Hudson Village Creek Road.
- C. **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).*

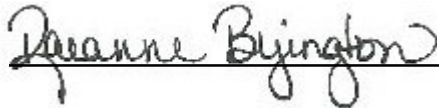
D. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

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

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE DECEMBER 20, 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.

A handwritten signature in dark ink, reading "Raeanne Byington", written over a horizontal line.

RAEANNE BYINGTON 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: DECEMBER 20, 2022

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

SUBJECT

Discussion of Tarrant County Transportation Bond for Little School Road expansion.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

October 12, 2022

Mr. Darrell Hull
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

Re: Little School Road Proposal

Dear Mr. Hull:

Freeze and Nichols, Inc. (FNI) is pleased to submit this scope of services and fee proposal for professional services to prepare alignment alternatives and the conceptual schematic of the preferred alignment for the extension of Little School Road. The scope of services is outlined in Attachment SC.

For this scope of services, we propose a Basic Services fee of \$88,870 and a Special Services fee of \$272,330. Special services include Drainage Analysis, Level D subsurface utility engineering, survey, preparation of right of way documents, and right of way acquisition. The total proposed fee for basic and special services is \$361,200 as summarized in the attached fee summary.

Thank you for the opportunity to be of service to the City of Kennedale. If you have any questions concerning this proposal, please do not hesitate to contact me at 817-881-9132.

Sincerely,

FREESE AND NICHOLS, INC.



Chris Bosco, P.E.
Principal / Vice President

Attachments:

- Scope of Services
- Fee Summary
- Project Exhibit
- Project Schedule

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering design services for the City of Kennedale (hereinafter referred to as CITY). The overall project includes the design for roadway, storm drainage, railroad overpass, retaining walls, landscaping, traffic signal, and illumination improvements along Little School Rd. The overall length will vary depending on preferred alignment, but the intent is to make a thoroughfare connection from Dick Price Road to Kennedale Parkway (Business US 287); however, the initial project will only be design and construction of the connection from New Hope Road to Kennedale Pkwy.

The proposed improvements for the new-location roadway will include a 4-lane divided concrete roadway with an underground storm drainage system within 120-feet of right-of-way. The crossing of the UPRR will be grade-separated and is anticipated to include retaining walls for the embankment. The intersections with Kennedale Pkwy and New Hope Road will include a traffic signal.

For Phase 1, FNI will be responsible for data collection, Level D subsurface utility engineering (SUE), preparation of conceptual alignment alternatives, survey, environmental investigation, conceptual design schematic, preparation of right of way documents, and right of way acquisition. All components of Phase 1 excluding data collection, SUE, and alignment alternatives will be only for the preferred alternative from New Hope Rd to Kennedale Pkwy. Components included in Phase 2 will be additional SUE (Levels A and B), preliminary and final design, geotechnical analysis, utility coordination, and accessibility registration / review. Bid and Construction Phase Services will be provided at the conclusion of Phase 2. CITY design standards will be used where practical and will be supplemented with TxDOT standards.

This scope of services is only for Phase 1 of the project. A proposal for Phase 2 design, bid, and construction services will be provided at the conclusion of Phase 1.

WORK TO BE PERFORMED – PHASE 1

Basic Services	
Task 1.	Conceptual Design Schematic
Special Services	
Task 2.	Drainage Analysis
Task 3.	Subsurface Utility Engineering (Level D)
Task 4.	Survey and Right of Way Documents
Task 5.	Environmental Services
Task 6.	Right of Way Acquisition

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK 1. CONCEPTUAL DESIGN SCHEMATIC.

The purpose of the conceptual design is for FNI to identify, develop, communicate through the defined deliverables, and recommend a preferred alignment for Little School Road, and to obtain the CITY's approval.

The Conceptual Design shall include the following:

- a) Project Management
 - i) Conduct a kick-off meeting with CITY
 - ii) Internal Team meetings and coordination
 - iii) Develop and maintain project schedule
 - iv) FNI will provide written monthly status updates to CITY
 - v) Quality Assurance and Quality Control Reviews
- b) Data Collection
 - i) Conduct project site visit to observe existing conditions.
 - ii) In addition to data obtained from CITY, FNI will identify and seek to obtain data for existing conditions that may impact the project including hydrologic and hydraulic models, utilities, agencies, CITY Master Plans, tree mitigation requirements, and property ownership as available from the Tax Assessor's office.
 - iii) Prepare and mail rights of entry (ROE) letters to property owners (assumption is up to 10 property owners) for access to private property for survey and other engineering relate activities.
- c) Alternatives Analysis
 - i) FNI will secure, from CITY, existing aerial GIS information with elevations/contours. Upon receipt of GIS information, FNI will develop up to three (3) alignment alternatives for review with CITY. The alignment alternatives will be plan/profile view based on GIS data.
 - ii) An Opinion of Probable Total Cost will be prepared for each alternative.
 - iii) Following the selection of the preferred alternative, a final conceptual schematic design of the preferred alternative will be prepared. FNI will proceed with topographic survey, boundary survey and the drainage analysis to aid the development of the schematic.
 - iv) Update and revise preferred alternative based on feedback received from the City public meeting and prepare/submit final conceptual schematic.
- d) Project Coordination Meetings
 - i) Attend up to four (4) project meetings with CITY to discuss the project.
 - ii) Attend up to two (2) meetings with CITY and UPRR to discuss project and review preferred alignment alternative.
 - iii) Attend one (1) meeting with TxDOT to discuss the project.

e) Public Meeting

- i) Prepare a public meeting notification letter to be mailed to property owners within the project limits.
- ii) Prepare public meeting documents and assist CITY with one (1) public meeting to review the preferred alignment. Documents to include sign-in sheet, meeting agenda and alignment maps.

DELIVERABLES

- Up to ten (10) Conceptual Schematic Plots
- 20% Conceptual level Opinions of Probable Total Cost
- Public meeting documents for one (1) public meeting

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

TASK 2. DRAINAGE ANALYSIS (Kennedale Parkway to New Hope Road)

- iii) ENGINEER will evaluate cross drainage structures at VC-4 and VC-4A for each of the proposed alternatives to provide approximate structure sizes to meet City and FEMA criteria and to identify relative hydraulic challenges or benefits of the different alternatives. This task does not include the analysis of smaller cross culverts that may needed to drain areas near the road.
- iv) The analysis will be based on the Village Creek Tributary VC-4 hydraulic and hydrologic models prepared by FEMA or other best available model provided by the City. The effective version of the model will be requested from FEMA and data library research fees will be paid by the ENGINEER.
- v) A site visit will be performed to evaluate the existing conditions at the creek crossings to assist in developing model parameters and to identify cross drainage constraints.
- vi) A fully developed hydrologic condition will be created from the FEMA hydrology by making changes to time of concentration, curve numbers, and/or storage routing based on standardized assumptions across the watershed. A detailed calculation of runoff parameters for future conditions to recreate the hydrology model will not be performed.
- vii) A revised existing conditions hydraulic model will be created from the FEMA model to adjust the model in the vicinity of the crossing. These revisions may include the addition, removal, or re-delineation of cross sections, changes to ineffective areas, changes to roughness values, etc.
- viii) A proposed condition will be created for each alternative alignment for both crossings. Minimum road elevations will be determined, and culverts will be conceptually sized with the intent to shown no-rise with the FEMA 100-year discharges and to economically pass the 100-year fully developed discharges with 1 foot of freeboard. If this is not feasible or would require additional downstream mitigation this will be identified. Additional analysis to evaluate mitigation measures in detail is not included in this scope.
- ix) A technical memorandum will be prepared to document the methodology and findings of the alternatives analysis. The memo will also evaluate and document FEMA submittal

requirements. Up to one set of comments will be addressed before submitting a final memorandum.

DELIVERABLES

- Technical Drainage Memorandum documents the proposed cross drainage alternatives

TASK 3. SUBSURFACE UTILITY ENGINEERING SERVICES.

- a) FNI will retain and monitor the services of a subsurface utility engineering (SUE) firm to provide Level D SUE services in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Level D record research data will be provided for each alternative.

DELIVERABLES

- Level D Utility record research information will be included in an electronic CAD file

TASK 4. SURVEY & ROW DOCUMENTS (Kennedale Parkway to New Hope Road)

- a) Topographic Field Survey – FNI will survey and prepare a design/topographic survey map establishing the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth shall be identified. Trees 6-inches and larger in diameter shall be surveyed.
- b) Boundary Survey - FNI to locate and identify property lines and property corners within the survey limits. Identify existing right of way and all easements within the survey limits. Identify property owners, business name and type, parks, cemeteries, etc., street addresses and deed recording information within the survey limits.
- c) Easement/Right of Way Documents - Prepare legal metes and bounds description and exhibit for parcels as directed by the CITY. FNI to prepare a maximum of ten (10) ROW documents. Additional documents are not included in the scope of services.

DELIVERABLES

- Electronic CAD file with topographic and boundary survey data from Kennedale Parkway to New Hope Road.
- 10 Right-of-way or Easements Documents

TASK 5. ENVIRONMENTAL SERVICES.

FNI will review the proposed roadway improvements to identify potential state and federal environmental permitting requirements and potential environmental issues as discussed below. FNI proposes the following tasks to address these requirements.

- a) Compile Information: Assemble data such as aerial photos, ROW limits, and alignments in digital format for site visit of the selected alignments.
- b) Conduct Site Visit: Conduct a site visit to observe and document existing conditions and identify potential Section 404 permitting issues within the project limits. Potential waters of the U.S., including wetlands, as well as potential threatened or endangered species habitat will be identified. FNI will GPS the boundaries of potential wetlands, if present, within the project limits; however, this scope does not include a detailed wetland delineation.
- c) Consult with Texas Historical Commission (THC): Projects sponsored by public entities affecting a cumulative area greater than five acres or disturbing more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. FNI will prepare a letter to the THC describing the project and requesting their review. Any follow up studies required by the THC are not included in this scope of services. An archeological or historical survey is not included in this scope of services.
- d) Phase I Environmental Site Assessment:
 - i) Historical land Use Review: FNI will perform an investigation into prior ownership and past land uses on the subject properties and will attempt to identify obvious uses of the subject properties from the present back to the properties' first developed uses via sources including historical aerial photography, historical topographic maps, and Sanborn fire insurance maps.
 - ii) Regulatory Agency Records Review: ENGINEER will review information found in federal and state records for the subject properties, including records related to environmental-related permits, notices of violation, and incidents involving the use, disposal, or accidental release of hazardous substances, petroleum products, or other waste materials. Local records, if available, related to the subject properties will also be reviewed for indications of environmental concern.
 - iii) Site Reconnaissance Visit: FNI will perform a site reconnaissance to the appropriate subject properties and existing environmental conditions will be documented on the project sites. FNI will look for potential indicators or environmental concerns, such as stained soils or other surfaces, stressed vegetation, exposed piping, and evidence of improper use or disposal or regulated substances. FNI will document the condition of each property using photographs and copies of photographs will be included in the report.
 - iv) Report Preparation: FNI will prepare a report for the subject properties documenting the findings. The report will contain a narrative of the findings, recommendations for additional environmental investigations, as needed, and copies of all data obtained relevant to each subject property. The report will contain appropriate maps, figures, and photographs.
- e) Prepare Technical Memorandum: FNI will prepare a technical memorandum documenting the findings of the site visit including water crossing data forms, wetland determination data forms, photos, GPS information, potential federally listed threatened and endangered species habitat, and an opinion on Section 404 permitting requirements. FNI will then recommend what, if any, additional studies are needed. Additional studies are not included in this Scope of Services but can be authorized as an additional service.
- f) Project Team Coordination: FNI will coordinate with the Project Team (Client and Design Team) to discuss the findings of the site visit, potential ways to avoid environmental permitting issues, and comments to the draft technical memorandum.

DELIVERABLES

- Environmental Technical Memorandum
- Letter to the THC
- Phase I Environmental Site Assessment Report

TASK 6. RIGHT OF WAY ACQUISITION (Kennedale Parkway to New Hope Road)

This scope of services assumes portions of up to ten (10) parcels will be acquired for the project. Acquisition of additional right-of-way will be conducted as an additional service. This scope assumes that payment for right of way necessary for the project will be paid by CITY and includes:

- a) Perform initial property research.
- b) Document correspondence/communication with the landowner including the initial introduction letter, all payments and delivery of the Landowner's Bill of right.
- c) Prepare and send introductory letter to all property owners
- d) Visit project site with the CITY
- e) Communicate with all parties on the project
- f) Set up files for parcels to be acquired
- g) Perform property value research
- h) Prepare market analysis chart showing price per square foot
- i) Perform ten (10) parcel appraisals
- j) Prepare and mail initial offer letter to landowner. Present counteroffers to landowner as directed by the CITY.
- k) Meet with property owner and CITY
- l) Furnish signed documents to the CITY and send a copy of signed document to landowner
- m) Attend closings / provide closing services in conjunction with the Title Company as needed
- n) Secure title commitments and updates in accordance with insurance rules and requirements.
- o) Secure title insurance
- p) Provide monthly status update
- q) Record all original instruments after closing at the respective County Clerk's office, except for donations which will be forwarded to the CITY for acceptance prior to recording.

CITY is requested to provide FNI with access to any environmental records or other information possessed by the Client regarding the subject property, including but not limited to permits, confirmation sampling results, hazardous substance inventories, disposal records, records of spills or complaints, etc.

DELIVERABLES

- Appraisal Reports
- Memorandums of Understandings

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

- A. Preliminary and final design services
- B. Preparation of Condemnation hearing documentation and attendance at condemnation hearing
- C. Condemnation attorney services
- D. Survey and ROW acquisition from New Hope Road to Dick Price Road
- E. GIS mapping services or assistance with these services.
- F. Subsurface Utility Engineering (Level A and B)
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- J. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- K. Phase II Environmental Site Assessments
- L. Review of files at Texas Commission on Environmental Quality (TCEQ) or U.S. Environmental Protection Agency (EPA) offices.
- M. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this AGREEMENT.
- N. Visits to the site in excess of the number of trips included for periodic site visits, coordination meetings, or contract completion activities.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by CITY.
- P. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- Q. Provide illumination or photometric plans for permitting review.
- R. Landscaping Design Plans

S. Geotechnical investigation, analysis, report, and pavement design

The above listed additional services are not included in the described basic or special services but will be performed by FNI, only if authorized by city. FNI will include a not to exceed allowance to perform additional services, and such allowance will only be used if pre-approved and authorized by city.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the attached schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

CITY'S Designated Representative

James Cowey
405 Municipal Drive
Kennedale, Texas 76060
Email: jcowey@cityofkennedale.com
817-985-2170

FNI's Project Manager

Sidney Green, P.E.
801 Cherry Street, Ste. 2800
Fort Worth, Texas 76102
Email: sidney.green@freese.com
817-735-7316

FNI's Accounting Representative

Erin Westbrook
801 Cherry Street, Ste. 2800
Fort Worth, Texas 76102
Email: erin.westbrook@freese.com
817-735-7395

Little School Road Extension (Phase I)
Dick Price Rd to Kennedale Pkwy

Basic Services

Task 1: Conceptual Design Schematic

- Project Management	\$	20,490
- Data Collection	\$	8,820
- Alternatives Analysis	\$	37,690
- Project Coordination Meetings	\$	12,260
- Public Meeting	\$	9,610

Subtotal	\$	88,870
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Special Services

Task 2: Drainage Analysis	\$	44,010
Task 3: SUE Level "D" & Coordination	\$	11,980
Task 4: Survey and Right of Way Documents	\$	94,940
Task 5: Environmental Services	\$	14,550
Task 6: Right of Way Acquisition	\$	106,850

Subtotal	\$	272,330
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Total (Basic + Special)	\$	361,200
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Little School Road Extension Project Limits



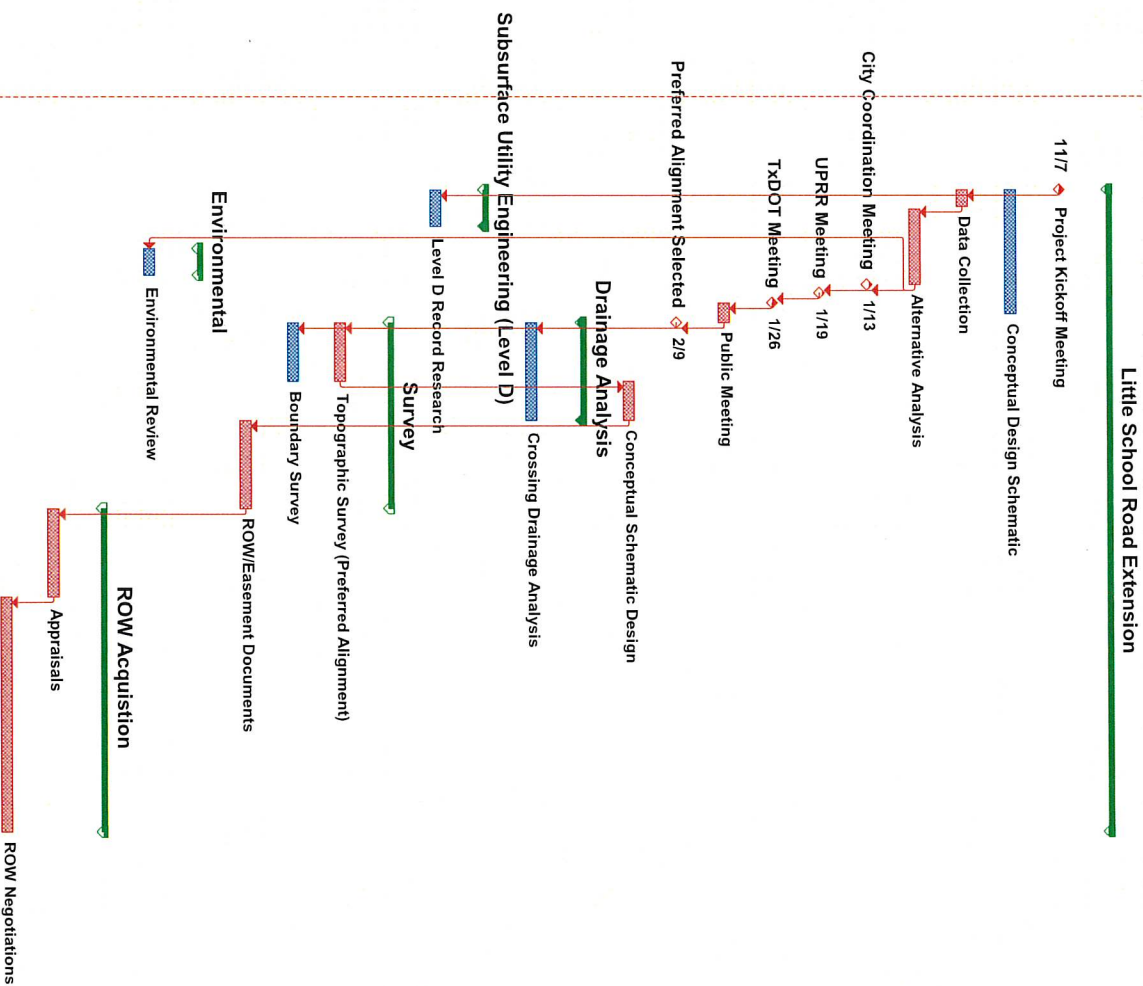


KENNEDALE

Project Schedule

Little School Road Extension (Schematic Design)

ID	Task Name	Duration	Start	Finish	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Little School Road Extension	329 days	Mon 11/7/22	Tue 2/8/24																									
2	Project Kickoff Meeting	0 days	Mon 11/7/22	Mon 11/7/22																									
3	Conceptual Design Schematic	65 days	Mon 11/7/22	Fri 2/3/23																									
4	Data Collection	10 days	Mon 11/7/22	Fri 11/18/22																									
5	Alternative Analysis	40 days	Mon 11/21/22	Fri 1/13/23																									
6	City Coordination Meeting	0 days	Fri 1/13/23	Fri 1/13/23																									
7	UPRR Meeting	0 days	Thu 1/19/23	Thu 1/19/23																									
8	TxDOT Meeting	0 days	Thu 1/26/23	Thu 1/26/23																									
9	Public Meeting	10 days	Fri 1/27/23	Thu 2/9/23																									
10	Preferred Alignment Selected	0 days	Thu 2/9/23	Thu 2/9/23																									
11	Conceptual Schematic Design	20 days	Fri 3/24/23	Thu 4/20/23																									
12	Drainage Analysis	50 days	Fri 2/10/23	Thu 4/20/23																									
13	Crossing Drainage Analysis	50 days	Fri 2/10/23	Thu 4/20/23																									
14	Subsurface Utility Engineering (Level D)	20 days	Mon 11/7/22	Fri 12/2/22																									
15	Level D Record Research	20 days	Mon 1/7/22	Fri 12/2/22																									
16	Survey	95 days	Fri 2/10/23	Thu 6/22/23																									
17	Topographic Survey (Preferred Alignment)	30 days	Fri 2/10/23	Thu 3/23/23																									
18	Boundary Survey	30 days	Fri 2/10/23	Thu 3/23/23																									
19	ROW/Easement Documents	45 days	Fri 4/21/23	Thu 6/22/23																									
20	Environmental	15 days	Mon 12/19/22	Fri 1/6/23																									
21	Environmental Review	15 days	Mon 12/19/22	Fri 1/6/23																									
22	ROW Acquisition	165 days	Fri 6/23/23	Thu 2/8/24																									
23	Appraisals	45 days	Fri 6/23/23	Thu 8/24/23																									
24	ROW Negotiations	6 mos	Fri 8/25/23	Thu 2/8/24																									





MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Discussion of Alta & 287.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: DECEMBER 20, 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: DECEMBER 20, 2022

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

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Financial Reports for the City

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Approval of the minutes from the October 14, 2022 Special City Council Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | OCTOBER 14, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

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

I. CALL TO ORDER

Mayor Pro Tem Jan Joplin called the meeting to order at 5:30 p.m.

A. ROLL CALL

PRESENT: Mayor Pro Tem Jan Joplin, Place 1; Kenneth Michels, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; Place 2 – Vacant; Mayor - Vacant

B. PUBLIC COMMENTS

None at this time.

II. VISITOR AND CITIZEN FORUM

None at this time.

III. EXECUTIVE SESSION

Mayor Pro Tem Jan Joplin adjourned into executive session at 5:32 p.m.

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 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:

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 Council Place 2 Interviews

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

V.

Regular session reconvened at 8:19 p.m. No action was taken at this time.

VI. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Degenhart **Seconded By:** Connor
Motion passes unanimously.

Mayor Pro Tem Jan Joplin adjourned the meeting at 8:19 p.m.

APPROVED:

ATTEST:

MAYOR PRO TEM, JAN JOPLIN

BOARD SECRETARY, ROSIE ERICSON

UNAPPROVED UNTIL APPROVED BY CITY COUNCIL



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Approval of the minutes from the November 14, 2022 Special Council Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



KENNEDALE
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | NOVEMBER 14, 2022 AT 4:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Councilmember James Connor called the meeting to order at 4:47pm.

II. ROLL CALL

PRESENT: Mayor Jan Joplin; Brad Horton, Place 2; Kenneth Michels, Place 3; James Connor, Place 5. **ABSENT:** Rockie Gilley, Place 1; Austin Degenheart, Place 4. *Staff: City secretary Raeanne Byington, Administrative Assistant Rosie Ericson.*

Council Adjourned to Executive Session at 4:48pm.

III. 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 §551.074 — *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. Interviews for Boards and Commissions.

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

Council reconvened at 7:22pm.

V. ADJOURNMENT

Mayor Joplin adjourned the meeting at 7:23pm.

APPROVED:

ATTEST:

MAYOR

CITY SECRETARY



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Approval of the minutes from the November 15, 2022 Regular Council Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



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

I. CALL TO ORDER

Mayor Jan Joplin called the meeting to order at 5:30 pm.

A. ROLL CALL

PRESENT: Mayor Jan Joplin; Rockie Gilley, Place 1; Brad Horton, Place 2; Kenneth Michels, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **ABSENT:** none; **STAFF:** City Manager Darrell Hull, Director of Human Resources and Administrative Services Caroline Green, Police Chief Holguin, City Secretary Raeanne Byington, Administrative Assistant Rosie Ericson, Interim Finance Director Tanisha Sherman, City Attorney Carvan Adkins; **CONSULTANTS:** Chance LeBlanc of Dunaway and Max Aransen of Shield Engineering.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion and update on Alta 287 – Requested by Rockie Gilley, Place 1. City Manager Darrell Hull updated on the issues at Alta and what has happened since last council meeting. The issues addressed with the Superintendent of Construction: different lighting, maintaining the 3 foot property behind the wall and the privacy fence will remain as is with the wrong side of the fence facing the subdivision. Councilman Gilley asked about parking stop size and timeframe for when these would be corrected. Councilman Horton addressed the lighting issue and timeframe to see results. City Manager Hull stated time was not on their side and they now understand the Certificate of Occupancy will not be signed until these issues are corrected. Councilman Horton brought up the garbage truck coming late into the night and waking homeowners. Councilman Connor stated the apartments were over their density allotment for multifamily and asked how that will be addressed. City Manager Hull stated that was a meeting with the attorney to determine what can be done. The Superintendent suggested turning off all the lights and City Manager asked him to leave some on for security reasons. Jonathan Scheffran, 500 Steeplechase Trail, presented a power point about the issues seen. Christina Hutsfield, 1411 Derby Drive spoke on issues and wants the developer to be responsible.
2. Dunaway Contract – Stephen Cook, Sr Planner, was asked questions regarding cost of contract for UDC Comprehensive plan by Council.

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

Item moved up in agenda following Item 2.A.2

Invocation by Councilman Horton.

Pledges led by Councilman Michels

Presentation of Flag sent to First United Methodist Church (from Command Sgt Major Scotty Messer) by Pastor Nelda and Laurie Sanders.

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 by Chief James Brown after completing his 1 year probation. *(this item was moved after item II.A.1 on the agenda).*
Swearing in ceremony for Police Officer Thomas Major by Chief Michael Holguin. *(this item was moved after item II.A.1 on the agenda).*
2. Updates from members of the Kennedale City Council
Councilmember Rockie Gilley, Place 1 – Getting engaged with new businesses and touring small libraries in Florida.
Councilmember Brad Horton, Place 2 – Visiting businesses in the area and getting to know their needs. Commended City on Trunk or Treat and Veterans Day.
Councilmember Kenneth Michels, Place 3 – Trunk or Treat and Veterans Day celebration were a success. Forrest Hill Town Hall on the SW Connector. TML Region 8 conference.
Councilmember Austin Degenhart, Place 4 – Nothing to report.
Councilmember James Connor, Place 5 – SW Connector Project meeting in Forrest Hill, Trunk or Treat celebration, discussions with residents.
3. Updates from the Mayor
Mayor Jan Joplin networking with mayors from North Texas, Community events, KISD Fall Festival, Tarrant County Regional Transportation discussion, Trunk or Treat, Staff Luncheon, First Hill Town Hall meeting on connector project. She has met with local business owners, citizens and neighbors. Attended the 30th Annual Day with the Law in Dalworthington Gardens. Went to the Iglesias Church Ladies Tea. Veterans Day event was an honor to attend. She mentioned the Kennedale Rotary Club who will bring flags out to your home on those days. Reminded everyone about Salvation Army Red Kettle Challenge on 12/10/22.
4. Updates from the City Manager
City Manager Darrell Hull announced the City of Arlington meeting regarding Sublett Road at 6pm at the high school. Southeast Connector project Town Hall meeting is 1/10/23. Elizabeth Partridge then spoke on the Hometown Christmas events. She also discussed the Senior Center and how well the programs are being utilized.
5. Financial Reports for the City – Council asked for additional time to review the documents before discussion.

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.

Daisy Miller, 332 S New Hope Rd. Where is the emergency exit where there is a train on the road. City Manager Darrell Hull stated that Kennedale Speedway has been gracious to allow use of their land to assist with traffic flow when the train is stopped across tracks.

Sara Johnson, 221 Village St, Provided an update on the Senior Outreach Kennedale.

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. Consider 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)

Motion Approve items 1, 2, 3, and 5 of Consent Agenda. **Moved By** Connor.
Second by Michels. **Motion passed unanimously.**

Regarding Item 4, Councilmember Austin Degenhart asked to remove Item 4 from the consent agenda for further discussion. Chief James Brown came to podium to answer questions regarding Annual signing, funding, territory has remained same.
Motion Moved By: Degenhart, **Second By:** Michels. **Motion passed unanimously.**

Mayor Joplin recessed for a 5 minute break at 7:01pm. Mayor reconvened at 7:08pm.

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Appoint a Mayor Pro Tem
Councilmember Gilley **moved** to appoint Austin Degenhart as Mayor Pro Tem.
Second By Horton. **Motion passed unanimously.**
2. Consider approval for the Fire Chief to purchase a Brush truck for the amount of \$168,462.00.
Chief Brown asked for approval of the purchase of the brush truck. After discussion,
Motion Approve. **Motion By:** Connor. **Second By:** Michels. **Motion passed unanimously.**
3. 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.
City Manager Hull stated this was an emergency repair while maintenance was being performed on the well. **Motion** Approve **Motion By** Gilley **Second By** Degenhart.
Motion passed unanimously.

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 made by Chance LeBlanc of Dunaway
B. Applicant - John Arnold with Skorberg presented the changes made to this development since meeting in August when it was denied.
C. Public Hearing
Jonathan Chris Gary, 1300 McClelland Ct. **Opposed**
Kathryn McBroom, 1237 Levee Ln. **Opposed**

Lora Ford, 305 Collett Sublett. **For**
Chris & Kelly Ranallo, 1702 Stags Leap Trail. **Opposed**
Krista & Tucker Lewis, 1312 Tucker Ln. **Opposed**
Lauren Grothe, address unknown. **Opposed**
Betty Usry, address not given. **Opposed**
Udesh & Janell Bali, 1304 Samuel Ct. **For** just asked for a 2nd entrance for Phase 2.
Linda Miller, 411 Kevin Miller Rd. **For**
Christina Fowler, 1356 Collett Sublett Rd. **Opposed**
Public Hearing Concluded at 8:32 pm
D. Action Approve. Motion By Degenhart, **Second By** Michels. **Aye**-Degenhart and Michels. **Nay** – Gilley, Horton, and Connor. **3-2, does not pass.**

Recess at 8:40 for 10 minutes.

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 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:*
- B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property:*
- C. **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):*
- 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; and the following:*
 - 1. Update from City Attorney on city business
 - 2. Appointments to Board and Commissions

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

Reconvene at 9:52pm from Executive Session.

Motion **APPROVE Moved By: Connor** Board of Adjustment & building Board of Appeals, Place 1 Azam Shaikh, Place 2 Jessica Buchanan, Place 3 Kelli Rod, Vice chair, Place 4 Thelma Kobeck, Chair, Place 5 Pat Vader, Places 6-9 VACANT. **Second By: Gilley. Motion passed unanimously.**

Motion **APPROVE Moved By: Connor** Economic Development Corporation, Place 1 Tyson Eubanks, Place 2 Marcel Terry, Place 3 James Connor, Place 4 Darold Tippey, Place 5 Jerod Reeves, Place 6 Mark Yeary, President, Place 7 David Dickinson-Cuniff **Second By: Gilley. Motion passed unanimously.**

Motion **APPROVE Moved By: Connor** Keep Kennedale Beautiful Place 1 Wilda Turner, Place 2 Keith Courtney, Place 3 Linda Miller, Place 4 Laurie Sanders, Place 5 Kimberly Courtney, Chair. **Second By: Gilley. Motion passed unanimously.**

Motion **APPROVE Moved By: Connor** Parks & Recreation Board, Place 1 Stacy Scaief, Place 2 Jeff Nevarez, Place 3 Develle Coleman, Place 4 Keith Courtney, Place 5 VACANT, Place 6 Colby Cowan, Places 7-9 VACANT. **Second By: Michels. Motion passed unanimously.**

Motion **APPROVE Moved By: Connor** Library Board, Place 1 Jonathan Scheffran, Place 2 Loree Boyd, Place 3 Robert Mundy, Place 4 Laurie Sanders, Place 5 Kimberly Courtney, Chair. **Second By: Horton. Motion passed., 4-1 with Michels abstaining due to wife's appointment to board.**

Motion **APPROVE Moved By: Connor** Planning & Zoning Commission, Place 1 Andrew Malkowski, Place 2 Michael Brown, Chair. Place 3 Colby Cowan, Place 4 Michael Morin, Place 5 Perry Clementi, Place 6 David Dickinson-Cuniff, Place 7 Mark Perkins. **Second By: Horton. Motion passed unanimously.**

Motion **APPROVE Moved By: Connor** Tax Increment Reinvestment Zone Board, Place 1 Darold Tippey, Place 2 Mayor Jan Joplin, Place 3 Rockie Gilley, Chair, Place 4 Brad Horton, Place 5 Devan Allen, Tarrant County, Place 6 Jill "JR" Labbe TC Hospital District, Place 7 Dr. Eugene Giovanini Tarrant County College. **Second By: Gilley. Motion passed 3-2 with Horton and Gilley abstaining.**

Motion **APPROVE Moved By: Connor** TownCenter Development District Board of Directors, Place 1 EDC President Mary Yeary, Chair Place 2 EDC Member Jerod Reeves, Place 3 Mayor Jan Joplin, Place 4 Councilman Kenneth Michels, Place 5 Councilman Austin Degenhart **Second By: Horton. Motion passed 3-2 with Michels and Degenhart abstaining.**

VI. ADJOURNMENT

Mayor Joplin adjourned the meeting at 9:59pm.

APPROVED:

ATTEST:

MAYOR

CITY SECRETARY

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2100 | Fax: 817-478-7169

KENNEDALE CITY COUNCIL MINUTES

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

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

I. CALL TO ORDER

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

A. ROLL CALL

PRESENT: Mayor Jan Joplin, Rockie Gilley, Place 1; Brad Horton, Place 2; Kenneth Michels, Place 3; Austin Degenhart, Place 4; James Connor Place 5. **ABSENT:** None **Staff:** City Manager Darrell Hull, City Secretary Raeanne Byington.

II. REGULAR SESSION

A. VISITOR AND CITIZEN FORUM

None at this time.

B. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of an Interlocal Agreement with Tarrant County Precinct 2 for assistance with the proposed road improvements as part of the 2021 Transportation Bond.

Motion To: Approve **Action** Approve the Interlocal Agreement with Tarrant County Precinct 2 for a partnership with the proposed road improvements for West 3rd Street, Eden Road S, Swiney Heitt, S. New Hope Road and Eden Road S with the material costs of \$861,394.88.

Moved By Connor **Seconded By** Degenhart. **Motion passes unanimously.**

ADJOURNMENT

Motion To: Adjourn. **Action** Adjourn. **Moved By:** Connor **Seconded By:** Michels **Motion passes unanimously.**

Mayor Joplin adjourned the meeting at 5:45 p.m.

APPROVED BY:

ATTEST:

MAYOR JAN JOPLIN

CITY SECRETARY: RAEANNE BYINGTON



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Karmali Holdings.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

Update on Uniform Development Code revision.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: DECEMBER 20, 2022

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

SUBJECT

6890 Hudson Village Creek Road

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

After recording, return this deed and
tax statements by mail to:

City of Kennedale, Texas
Attention: KATHY TURNER
405 Municipal Drive
Kennedale, Texas 76060

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION
FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC
RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE
NUMBER.**

**GIFT DEED
(With Access Easement)**

Date: May 5, 2005

Grantor: Davis-Winters Investments, Ltd., a Texas limited partnership

Grantor's Mailing Address:

2366 E. Road to Six Flags
Arlington, Tarrant County, Texas 76011

Grantee: City of Kennedale, Texas

Grantee's Mailing Address:

405 Municipal Drive
Kennedale, Tarrant County, Texas 76060

Consideration: Grantor's intention to make a gift as a charitable contribution under
applicable income tax laws and regulations.

Property (including any improvements):

Tract One:

Being a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant
County, Texas, by deed to Davis-Winters Investments, Ltd., as recorded under
Clerk's file number D204067218, Deed Records Tarrant County, Texas, and being
more particularly described by metes and bounds on Exhibit "A" attached hereto and
incorporated herein by reference (the "Land").

Tract Two:

A non-exclusive vehicular and pedestrian access easement over and across the following described real property (the "Common Access Area"): Being a portion of the remainder of a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to Davis-Winters Investments, Ltd., as recorded under Clerk's file number No. D204067218, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein by reference.

Exclusive Public Purposes Use:

The Land shall be used exclusively as a water well site including but not limited to pumping station, overhead water tanks, ground storage tanks and stand pipes providing water exclusively for public purposes.

Reservations from and Exceptions to Conveyance:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2005 and prior years, which Grantee assumes and agrees to pay, and subsequent assessments for 2005 and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes and agrees to pay.

Sanitary Control Easement dated February 2, 2005 recorded under Clerk's file number D205060019 in the Real Property Records of Tarrant County, Texas.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Provisions Relating to Common Access Area:

Grantee, its employees, agents and contractors ("Grantee's Permittees") may use the Common Access Area for pedestrian and vehicular ingress and egress only, and not for parking. The Common Access Area shall be used in such manner as to cause the least possible interference with the conduct and operation of any businesses or other activities at any time existing on Grantor's adjacent properties.

Grantor, for the benefit of Grantor, its tenants and the respective employees, agents, contractors, guests and invitees of Grantor and its tenants ("Grantor's Permittees") hereby reserves the right to use the Common Access Area for pedestrian and vehicular ingress and egress and any other uses which do not unreasonably interfere with the use of the Common Access Area by Grantee. Grantor expressly reserves the right to grant utility and other easements which cover the Common Access Area.

The easement herein granted is personal to Grantee and Grantee's Permittees.

Nothing herein shall ever be deemed to create a gift or dedication of all or any portion of the Common Access Area to the general public or for any public use or public purpose whatsoever. Nothing contained herein, express or implied, shall confer upon any person or entity other than Grantor, Grantee and their respective Permittees, any rights or remedies under or by reason of this instrument.

Grantee, on behalf of Grantee and Grantee's Permittees agrees to hereby indemnify, defend and hold Grantor, its partners and Grantor's Permittees harmless, from and against all claims and all costs, expenses and liabilities (including reasonable attorney's fees) incurred in connection with all claims, including any actions or proceedings brought thereon, arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any person or entity, or to the property of any person or entity, as shall occur as a result of Grantee's or Grantee's Permittees' use of the Common Access Area.

AS IS. GRANTEE IS ACQUIRING THE PROPERTY "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY INCLUDING WITHOUT LIMITATION (1) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OF THE IMPROVEMENTS OR MATERIALS INCORPORATED INTO THE PROPERTY; AND (3) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY.

NO REPRESENTATIONS. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY

OTHER MATTER AFFECTING OR RELATING TO THE PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THIS DEED) AND THAT GRANTEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE AND GRANTEE AGREES TO ACCEPT THE PROPERTY "AS IS" AND "WHERE IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY GRANTOR OR GRANTOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON GRANTOR.

NO RELIANCE. GRANTEE HAS NOT RELIED UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY GRANTOR AND/OR ANY AGENT OF GRANTOR IN ITS DECISION TO ACQUIRE THE PROPERTY.

SOLE RELIANCE. GRANTEE FURTHER AGREES THAT IT HAS RELIED SOLELY ON ITS INSPECTIONS OR INSPECTIONS MADE BY ITS AGENTS IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY.

CONDITION PRECEDENT. GRANTEE ACKNOWLEDGES THAT BUT FOR THE ACCEPTANCE OF THE PROPERTY "AS IS", GRANTOR WOULD NOT HAVE EXECUTED THIS DEED.

DTPA WAIVER/WAIVER OF CONSUMER RIGHTS

The undersigned Grantee agrees that it is waiving his rights under the Deceptive Trade Practices - Consumer Protection Act, Section 17.41, et. seq., Texas Business and Commerce Code, a law that gives consumers special rights and protections. This waiver is made after consultation with an attorney of Grantee's own selection, and Grantee voluntarily consents to the waiver. Grantee hereby further represents and warrants to Grantor that (i) it is not in a significantly disparate bargaining position in relation to Grantor; (ii) it is represented by legal counsel of his own choice and designation in connection with the transaction contemplated by this agreement; and (iii) it is accepting the Property for public water supply uses or other similar purpose, not for use as a residence.

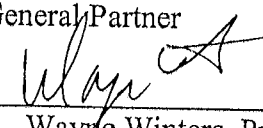
When the context requires, singular nouns and pronouns include the plural.

DAVIS-WINTERS INVESTMENTS, LTD.,

a Texas limited partnership

By: Davis-Winters Corporation, a Texas corporation

Its: General Partner

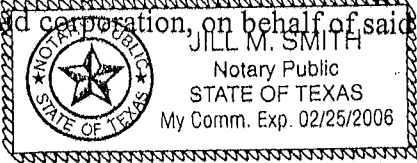
By: 

Wayne Winters, President

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this 5 day of May, 2005 by Wayne Winters, President of Davis-Winters Corporation, a Texas corporation, as general partner for Davis-Winters Investments, Ltd., a Texas limited partnership, on behalf of said corporation, on behalf of said limited partnership.



Jill M. Smith
Notary Public, State of Texas

AGREED:

CITY OF KENNEDALE, TEXAS

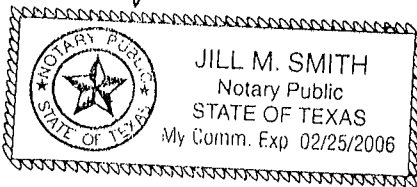
By: [Signature]
Name: David Miller
Title: City Manager

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me this 5th day of May, 2005, by David Miller, the City Manager of City of Kennedale, Texas, a Municipality, on behalf of said Municipality.



Jill M. Smith
Notary Public, State of Texas

EXHIBIT A

BEING a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to DAVIS-WINTERS INVESTMENTS, LTD., as recorded under Clerk's file number D204067218, Deed Records, Tarrant County, Texas (DRTCT), and being more particularly described by metes and bounds as follows:

COMMENCING at a $\frac{3}{4}$ inch iron pin found in the south line of Hudson Village Creek Road for the northeast corner of a tract of land to L.D. Jones, Jr. and Trudy Jones as recorded under Clerk's file number D204126737, DRTCT, said point also being in the west line of a tract of land by deed Tarrant County Water Control and Improvement District Number One as recorded in Volume 5199, Page 432, DRTCT;

THENCE South 00 degrees 05 minutes 00 seconds West, along the west line of said Water Control District tract a distance of 645.00, to the POINT OF BEGINNING;

THENCE South 00 degrees 05 minutes 00 seconds West, continuing along the west line of said Water Control District tract a distance of 195.00 feet, to a point for corner;

THENCE North 89 degrees 32 minutes 00 seconds West, a distance of 210.88 feet, to a point for corner in the beginning of a curve to the right with a radius of 1780.00 feet, a central angle of $05^{\circ}48'09''$, with a long chord bearing $N02^{\circ}49'05''W$ a distance of 180.19 feet;

THENCE Northwesterly along said curve to the right an arc length of 180.27 feet, to a point for corner;

THENCE North 00 degrees 05 minutes 00 seconds East, a distance of 15.11 feet, to a point for corner;

THENCE South 89 degrees 32 minutes 00 seconds East, a distance of 220.00 feet, to the POINT OF BEGINNING and containing 42,353 sq.ft. or 0.9722 acres of land, more or less.

EXHIBIT A-1

BEING a portion of the remainder of a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to Davis-Winters Investments, Ltd., shown on Instrument No. D204067218, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a $\frac{1}{2}$ inch iron pin found for the northwest corner of said Davis-Winters Investments, Ltd. tract, said point being in the south line of Hudson Village Creek Road:

THENCE South 89 degrees 32 minutes 00 seconds East, along the south line of said Hudson Village Creek Road a distance of 257.76 feet, to the POINT OF BEGINNING:

THENCE South 89 degrees 32 minutes 00 seconds East, continuing along the south line of said Hudson Village Creek Road a distance of 60.00 feet, to a point for easement corner:

THENCE South 00 degrees 05 minutes 00 seconds West, a distance of 650.11 feet, to a point for easement corner, said point being the beginning of a curve to the left with a central angle of $5^{\circ} 48' 09''$, a radius of 1780.00', and a long chord of 180.19', which bears $S02^{\circ} 49' 05'' E$:

THENCE Southeasterly along said curve to the left an arc distance of 180.27 feet, to a point for easement corner:

THENCE North 89 degrees 32 minutes 00 seconds West, a distance of 60.34 feet, to a point for easement corner, said point being the beginning of a curve to the right with a central angle of $5^{\circ} 36' 00''$, a radius of 1840.00', and a long chord of 179.77', which bears $N02^{\circ} 43' 00'' W$:

THENCE Northwesterly along said curve to the right an arc distance of 179.84 feet, to a point for easement corner:

THENCE North 00 degrees 05 minutes 00 seconds East, a distance of 650.51 feet, to the POINT OF BEGINNING and containing 50,421 sq.ft. or 1.157 acres of land, more or less.



Diagram of Subject Property

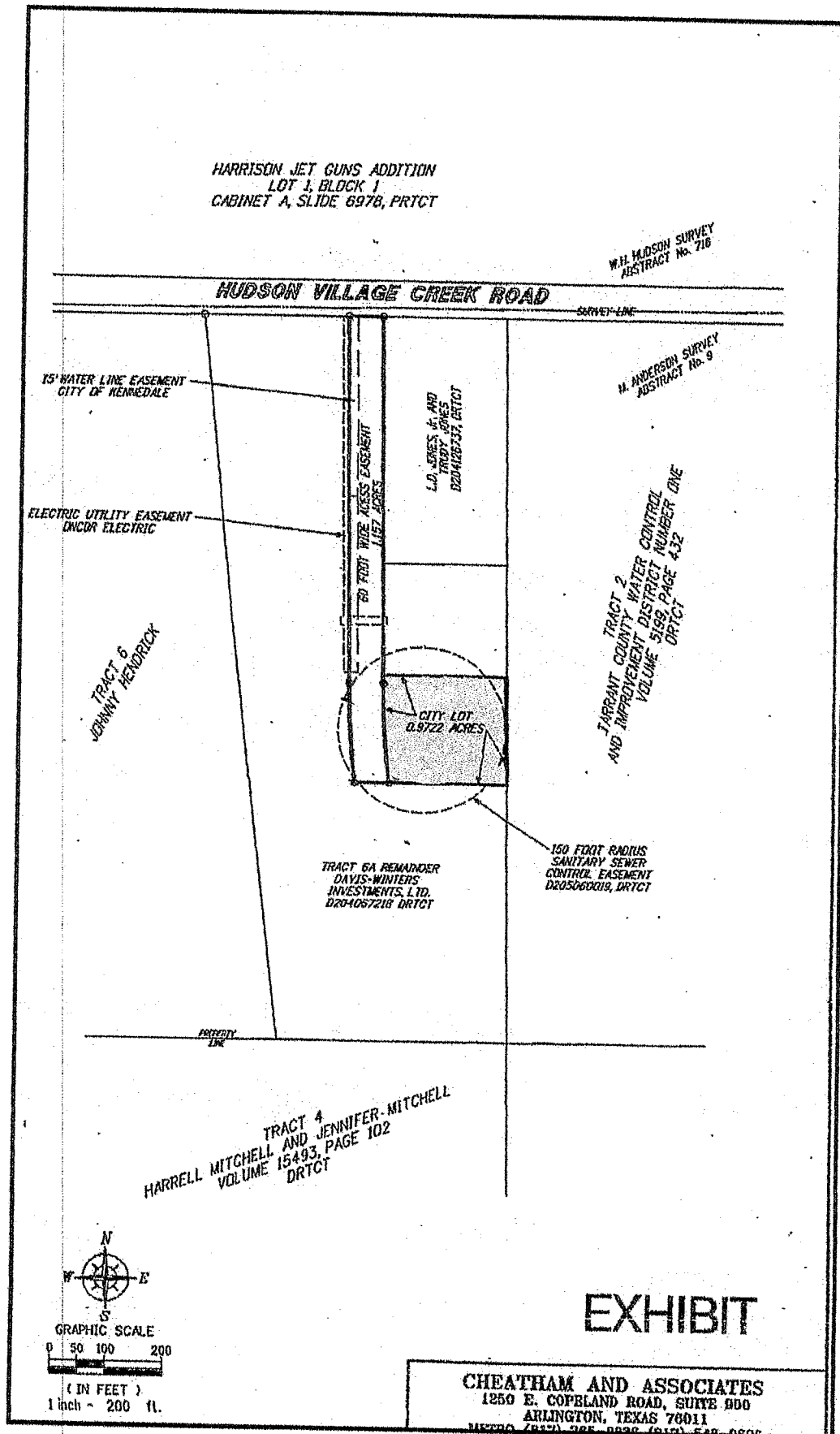


Diagram of Subject Property

HARRISON JET GUNS ADDITION
LOT 1, BLOCK 1
CABINET A, SLIDE 6978, PRTCT

W.H. HUDSON SURVEY
ABSTRACT No. 716

HUDSON VILLAGE CREEK ROAD

SURVEY LINE

15' WATER LINE EASEMENT
CITY OF KENNEDALE

ELECTRIC UTILITY EASEMENT
DNCOR ELECTRIC

TRACT 6
JOHNNY HENDRICK

L.D. JONES, JR. AND
TRUDY JONES
D204126737, DRTCT

80 FOOT WIDE ACCESS EASEMENT
1.157 ACRES

M. ANDERSON SURVEY
ABSTRACT No. 9

TRACT 2
TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NUMBER ONE
VOLUME 5189, PAGE 432
DRTCT

CITY LOT
0.9722 ACRES

150 FOOT RADIUS
SANITARY SEWER
CONTROL EASEMENT
D205060019, DRTCT

TRACT 6A REMAINDER
DAVIS-WINTERS
INVESTMENTS, L.T.D.
D204067218 DRTCT

PROPERTY
LINE

TRACT 4
JEFFER MITCHELL

AGREEMENT INCIDENT TO CLOSING

THIS AGREEMENT INCIDENT TO CLOSING ("Closing Agreement") is made and entered into as of May 5, 2005, by and between CITY OF KENNEDALE, TEXAS, hereinafter referred to as "Donee", and DAVIS-WINTERS INVESTMENTS, LTD., a Texas limited partnership, hereinafter referred to as "Donor".

BACKGROUND

A. Contemporaneously with the execution of this Agreement, Donor is gifting the following described real property to Donee as a "non-cash charitable contribution" as contemplated by Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code");

Tract One:

Being a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to Davis-Winters Investments, Ltd., as recorded under Clerk's file number D204067218, Deed Records Tarrant County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference.

Tract Two:

A non-exclusive vehicular and pedestrian access easement over and across the following described real property: Being a portion of the remainder of a tract of land situated in the M. Anderson Survey, Abstract No. 9, Tarrant County, Texas, by deed to Davis-Winters Investments, Ltd., shown on Instrument No. D204067218, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein by reference.

B. As an inducement for Donor to make the gift, Donee has agreed to cooperate with Donor in order to effectuate such a "non-cash charitable contribution".

NOW, THEREFORE, in consideration of the foregoing premises, Donor and Donee hereby agree as follows:

Donee hereby agrees to execute, acknowledge and deliver such additional documents, and take such further actions, as are reasonably necessary in order to effectuate the a "non-cash charitable contribution" as contemplated by Section 170(c)(1) of the Code, including, but not limited to, an IRS Form 8283 "Noncash Charitable Contributions" and a contemporaneous written acknowledgment of the contribution of the Gift Property, as required by Section 170(f)(8) of the Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, Donee and Donor have executed this Agreement as of the date first written above.

DONOR:

DAVIS-WINTERS INVESTMENTS, LTD.,

a Texas limited partnership

By: Davis-Winters Corporation,

a Texas corporation

Its: General Partner

By: Wayne Winters

Wayne Winters, President

DONEE:

CITY OF KENNEDALE, TEXAS

By: [Signature]

Name: David Miller

Title: City Manager

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