

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | JANUARY 17, 2023 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. Update on Dunaway UDC/Comprehensive Plan
- B. Discussion on the use of discretionary funds from Tarrant County Precinct 2 Commissioner Alisa Simmons in the amount of \$740,789.00
- C. Update on homeless camps in the city
- D. Discussion of Tarrant County Transportation Bond for Little School Road expansion.
- E. Senior Citizen Homestead Tax Freeze
- F. 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. Updates from members of the Kennedale City Council
2. Updates from the Mayor

Proclamation declaring February 2023 as Black History Month in the City of Kennedale.

3. Updates from the City Manager

Update from Elizabeth Partridge regarding the Senior Activity Center

4. Financial update 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 18, 2022 regular meeting
2. Approval of minutes from the December 20, 2022 regular meeting.
3. Consider approval of an agreement between the Tarrant County Emergency Services District No. 1 and the City of Kennedale for American Rescue Plan Act State and Local Recovery Funds Amendment No. 1
4. Consider approval of a Resolution supporting a grant application by the Police Department for Bullet Resistant Shields

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discussion and necessary action to authorize Bristow Contracting LLC for the construction of Tarrant County's Sewer Improvements for 3rd Street project, at a total of \$424,713.50, with the city match amount of \$260,385.50.

IV. PUBLIC HEARING

- A City of Kennedale will hold a public hearing on January 17, 2023, at 5:30 p.m. in the city council chambers in Kennedale City Hall, 405 Municipal Drive, Kennedale, Texas 76060, on a proposed temporary moratorium on the acceptance of applications or the issuance of permits for development in MF Multi-Family Residential and TH Townhome zoning districts in the City of Kennedale.

V. 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:*

1. Update on Uniform Development Code revision.
2. Discussion on Short-term rentals
3. Discussion of Alta 287.

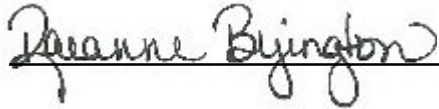
- B. PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property:*
- C. PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks 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.*
- 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

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

VII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE JANUARY 17, 2023 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.



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: JANUARY 17, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.

SUBJECT

Update on Dunaway UDC/Comprehensive Plan

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.B.

SUBJECT

Discussion on the use of discretionary funds from Tarrant County Precinct 2 Commissioner Alisa Simmons in the amount of \$740,789.00

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

**Suggested Kennedale
Discretionary Funding Streets -
Priority Oder**

New Hope Rd.	TxDOT Job	414 New Hope Rd.	3700	27	339,561	8,000	69,512	\$417,073.00
New Hope Rd.	Hudson Village Creek	TxDOT Job	1250	25	106,617	6,000	22,523	\$135,140.00
Swiney Hiatt Rd.	Eagles Nest Dr.	1279 Swiney Hiatt Dr.	1000	22	75,573	3,000	15,715	\$94,288.00
Swiney Hiatt Rd.	Collett Sublett Rd.	Eagles Nest Dr.	1000	22	75,573	3,000	15,715	\$94,288.00
								\$740,789.00

Many thanks,
da



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.C.

SUBJECT

Update on homeless camps in the city

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.D.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Little School Road - Professional Service Agreement - 1.12.23	Little School Road - Professional Service Agreement - 1.12.23.pdf
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January 12, 2023

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

Re: Little School Road (Phase I) Agreement

Dear Mr. Hull:

Freese and Nichols, Inc. (FNI) is pleased to submit this scope of services and agreement for professional engineering services to prepare alignment alternatives and a conceptual schematic of the preferred alignment for the extension of Little School Road. The scope of services is outlined in attached PSA.

Based on the City Council workshop meeting on December 20, 2022, we have reduced the scope of services for Phase I of the project. Our proposal dated October 12, 2022, included Phase I services totaling \$361,200. We removed the following scope of services, public meetings, topographic and boundary survey, right-of-way documents, and right-of-way acquisition services. We plan to include these services in Phase II of the project.

For this scope of services, we propose a Basic Services fee of \$79,260 and a Special Services fee of \$70,540. Special services include drainage analysis, level D subsurface utility engineering, and environmental services. The total proposed fee for basic and special services is \$149,800 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 agreement, please do not hesitate to contact me at 817-881-9132.

Sincerely,

FREESE AND NICHOLS, INC.



Chris Bosco, P.E.
Principal / Vice President

Attachments:

- Professional Services Agreement
- Fee Summary
- Project Exhibit
- Project Schedule

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Kennedale, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Little School Road Alternatives.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$149,800.00 for Basic Services and Special Services.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is January 20, 2023.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF KENNEDALE, TEXAS

FREESE AND NICHOLS, INC.

By: _____

By:  _____

Name: _____

Name: Chris B. Bosco

Title: _____

Title: Principal

Date: _____

Date: 1/12/2023

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 the 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, environmental investigation, and conceptual design schematic. 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), survey, right-of-way acquisition, preliminary and final design, geotechnical analysis, utility coordination, construction phase services, and accessibility registration / review. 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.	Environmental Services

ARTICLE I

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

TASK 1. CONCEPTUAL DESIGN SCHEMATIC (Kennedale Parkway to Dick Price Road)

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 the environmental review and the drainage analysis to aid the development of the conceptual schematic.
 - iv) Update and revise preferred alternative based on feedback received from the City 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.

DELIVERABLES

- Up to ten (10) Conceptual Schematic Plots
- 20% Conceptual level Opinions of Probable Total Cost

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)

- i) 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 be needed to drain areas near the road.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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 show 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.
- vii) 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 (Kennedale Parkway to New Hope Road)

- 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. ENVIRONMENTAL SERVICES (Kennedale Parkway to New Hope Road)

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

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. Roadway, Bridge, and Drainage Preliminary and final design services
- B. Topographic and Boundary Survey
- C. Right-of-way and Easement Documents
- D. Right-of-way acquisition services
- E. Property Appraisals
- F. Preparation of Condemnation hearing documentation and attendance at condemnation hearing
- G. Condemnation attorney services
- H. Survey and ROW acquisition from New Hope Road to Dick Price Road
- I. GIS mapping services or assistance with these services.
- J. Subsurface Utility Engineering (Level A and B)
- K. 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.
- L. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- M. 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.
- N. 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.
- O. Phase II Environmental Site Assessments
- P. Individual 404 permitting and mitigation plans
- Q. Review of files at Texas Commission on Environmental Quality (TCEQ) or U.S. Environmental Protection Agency (EPA) offices.
- R. 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.
- S. Visits to the site in excess of the number of trips included for periodic site visits, coordination meetings, or contract completion activities.
- T. 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.
- U. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- V. Provide illumination or photometric plans for permitting review.
- W. Landscaping Design Plans
- X. 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

Darrell Hull
405 Municipal Drive
Kennedale, Texas 76060
Email: dhull@cityofkennedale.com
817-985-2105

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

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will 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. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

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

Basic Services

Task 1: Conceptual Design Schematic

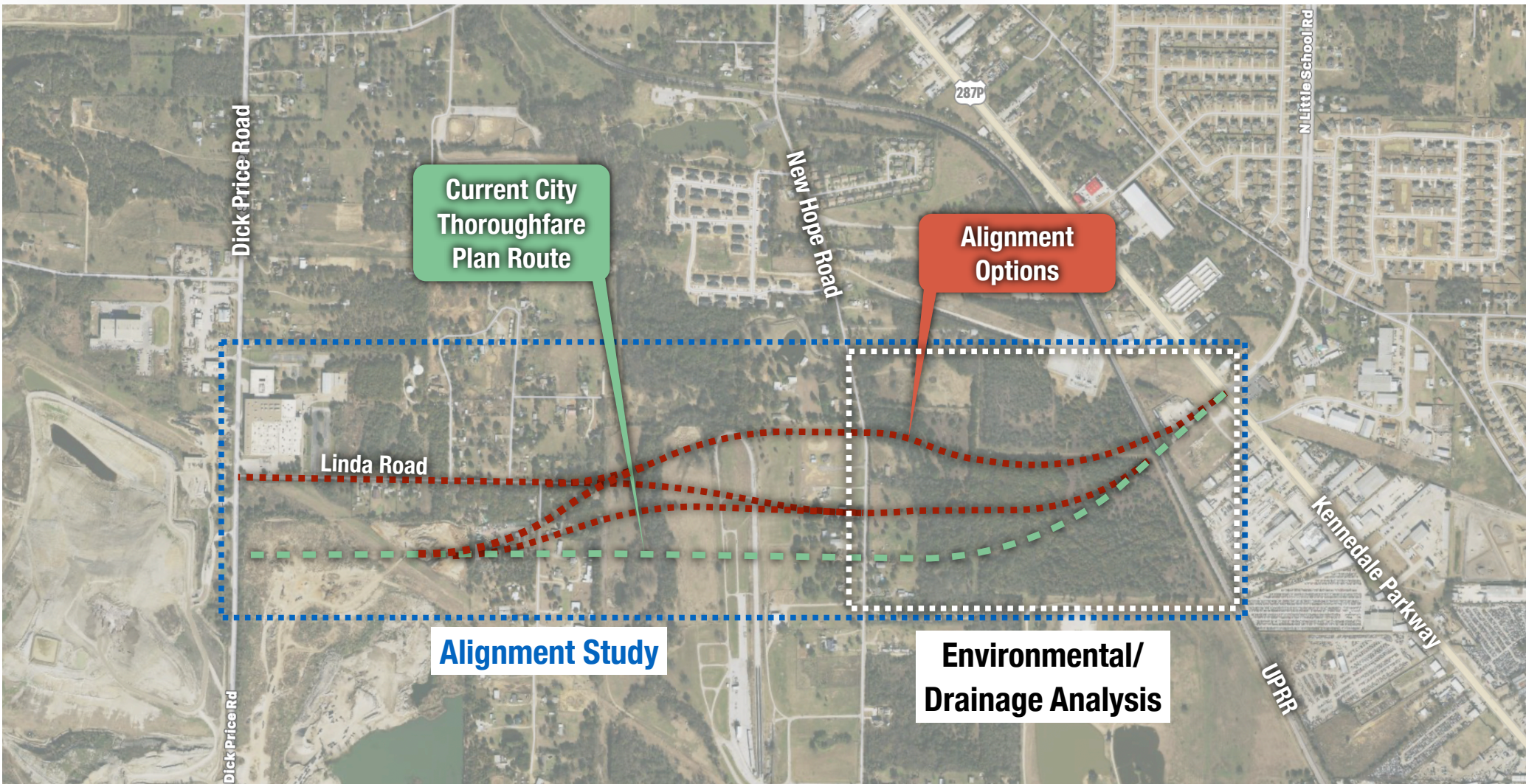
- Project Management	\$	20,490
- Data Collection	\$	8,820
- Alternatives Analysis	\$	37,690
- Project Coordination Meetings	\$	12,260
Subtotal		\$ 79,260

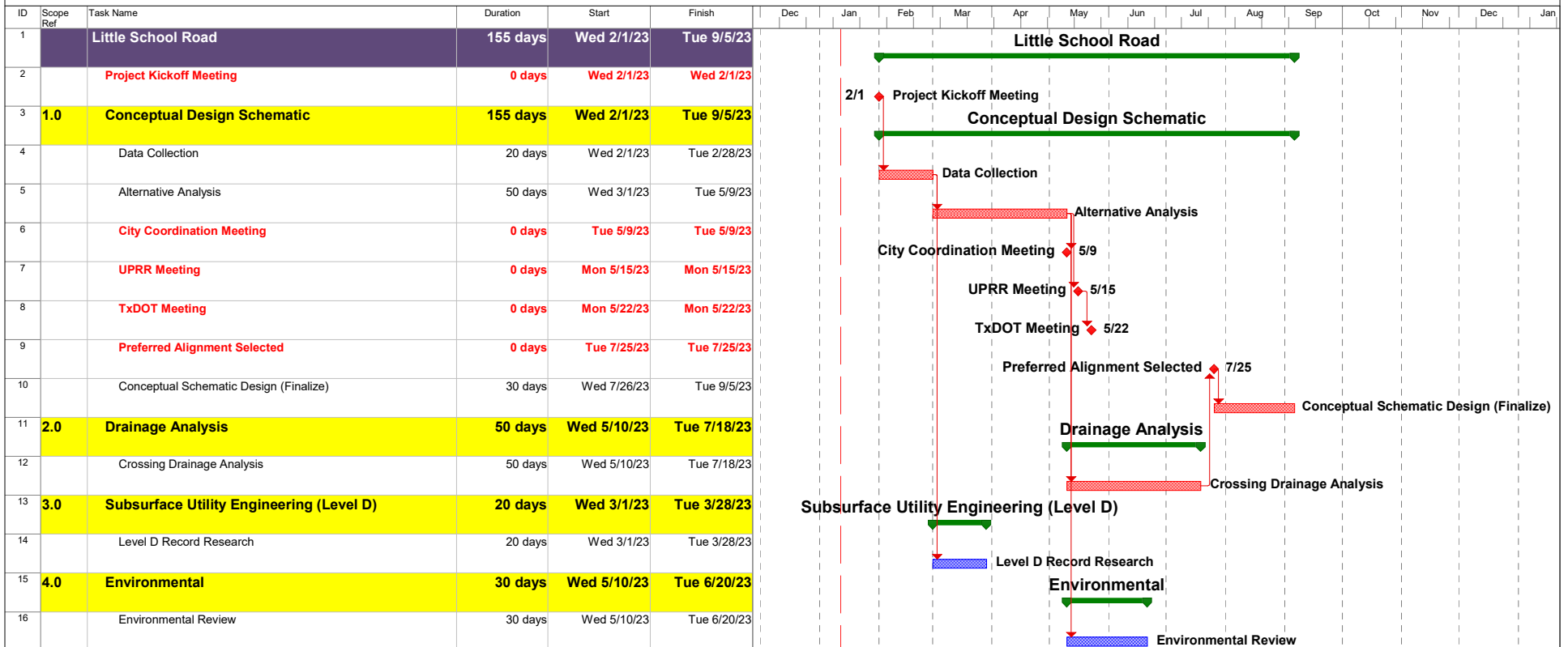
Special Services

Task 2: Drainage Analysis	\$	44,010
Task 3: SUE Level "D" & Coordination	\$	11,980
Task 4: Environmental Services	\$	14,550
Subtotal		\$ 70,540

Total (Basic + Special) \$ 149,800

Little School Road Extension Project Limits







MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.E.

SUBJECT

Senior Citizen Homestead Tax Freeze

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Updates from the Mayor

Proclamation declaring February 2023 as Black History Month in the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Black History Proclamation	Black History Proclamation.docx
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PROCLAMATION
Declaring February 2023 as
Black History Month in the City of Kennedale
February 2023

WHEREAS, Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to the ongoing story of America.

WHEREAS, such knowledge is as important to understanding ourselves and growing stronger as a Nation. The great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

WHEREAS, it is essential that we take time to celebrate the immeasurable contributions of Black Americans, honor the legacies and achievements of generations past, reckon with centuries of injustice, and confront those injustices that still fester today.

NOW, THEREFORE, I, JAN JOPLIN, MAYOR OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, urge our citizens to join together in making this a period of rededication to the principles of justice and equality for all people and proclaim February 2023 as:

~ *Black History Month* ~

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 17th day of January, 2023.

Mayor, Jan Joplin

Attest;

City Secretary, Raeanne Byington



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Updates from the City Manager

Update from Elizabeth Partridge regarding the Senior Activity Center

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Financial update for the City

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | OCTOBER 18, 2022 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Pro Tem Jan Joplin called the meeting to order at 5:32 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 **Staff:** *Darrell Hull City Manager; Michael Holguin, Police Chief; James Brown Fire Chief, Clifton Clark Fire Marshall, Caroline Green, Human Resources Director and Administrative Services; Elizabeth Partridge Library Director, Tanisha Sherman Interim Finance Director; Rosie Ericson Administrative Assistant.* **CONSULTANT:** *Chance LeBlanc Dunaway Associates*

II. EXECUTIVE SESSION

Mayor Pro Tem recessed into executive session at 5:38 p.m.

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

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

Reconvened into open session at 6:50 p.m.

Motion To Appoint. Action to appoint Brad Horton into Place 2; Jan Joplin to Mayor and Rockie Gilley to Place 1. **Motion By** Connor **Seconded By** Degenhart. **Motion passes 3-1 Joplin abstaining**

At this time Oaths of Office were given Mayor Joplin; Rockie Gilley Place 1; Brad Horton Place 2.

Mayor Joplin recessed back into executive session at 6:57 p.m.

Reconvened into work session at 8:07 p.m.
No action taken.

IV. WORK SESSION

A. WORK SESSION REPORTS

No items to discuss on work session

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

None at this time

V. REGULAR SESSION

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

Councilmember Horton gave the invocation. Councilmember Michels led the pledge.

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. Updates from members of the Kennedale City Council

Councilmember Connor attended the annual TML conference in San Antonio; and has been fielding questions from citizens and has noticed the tremendous process on the streets. Councilmember Degenhart recognized and welcomed the new Councilmembers and Mayor Councilmember Gilley is humbled and honor to be selected as Place 1 and will do his best to serve the citizens. Councilmember Horton is also humbled to be selected to serve this community. Councilmember Connor attended the TML Conference along with Connor and City Manager Darrell Hull; in addition, attended the Chamber luncheon with guest speaker Judge Matt Hayes. Lastly, he stated the Town Center is starting to look a little like Christmas.

2. Updates from the Mayor

Arbor Day Proclamation
Native American Heritage Month Proclamation

Mayor Pro Tem took this item out of order and read/presented the proclamations after roll call.

The Mayor recognized Maria Douglas president of the Rotary for organizing Kids without Hungry; the Rotary packaged meals to go all over the world. She also attended the Chamber luncheon with Judge Hayes and complimented the KISD Culinary class for their outstanding meal. In addition, attended the TRTC meeting that gave an update on the 820 SE Connector. Lastly for updates about the city visit the City's website www.cityofkennedale.com or the Kennedale Chamber of Commerce website.

3. Updates from the City Manager

Darrell Hull updates included the recent road construction; which includes overlaying of Cory Edwards, Joy Lane and Cooper Street; Third street construction is also beginning. He gave an overview on the Kennedale Hometown Christmas celebration that kicks off November 26th with events each weekend. Town Center had two shops open up Simple Simons pizza and Mr. Wally's pickles. Lastly, he commented on the very successful Public Safety open house.

4. Financial Reports for the City

The financials were received late and the Mayor/Council were unable to review. Councilmember Connor noticed some discrepancies and asked the City Manager and Interim Finance Director to look over the financials and report back to them.

C. VISITOR AND CITIZEN FORUM

1. **Christina Hulsfeld, 1411 Derby Drive, Kennedale, TX 76060** spoke about all the issues surrounding Alta 287 including the light pollution, drainage, safety concerns. Ms. Hulsfeld could not stay for Public Hearing on PZ#22-13 so Mayor accommodated her on Visitor Forum.

2. **Fil Sanchez, 416 Glenbrook Drive (owns 3208 Joplin Rod) Kennedale, TX 76060** voiced same concerns as neighbors regarding Alta 287.

3. **Tracy Hardy 1406 Fern Ct. Kennedale, TX 76060** has the same issues as everyone else very concerned about the safety of parking lot, could go into her backyard.

4. **John Hivale, 418 Coker Valley, Kennedale, TX 76060.** Congratulated the new Mayor and Councilmembers and hopes they all will work together as a team. Mr. Hivale's issues with Alta 287 is they were presented a plan and the ownership changed hands and a new plat was shared and the developer did what they wanted. Also has the same issues as the neighbors.

5. **Jonathan Scheffrahn, 500 Steeplechase Trail (HOA President) Kennedale, TX 76060** addressed two issues and a verbal agreement that the issues will be resolved before the Certificate of Occupancy is issued.

6. **Eric Elam 349 Kennedale Sublett Road, Kennedale, TX 76060.** Gave an overview of his frustration over the Hammack Creek apartments from the first design and what was built was different and was left in the dark on what was going on and issues with the Open Records request and the affidavit Larry Wather's signed was fraudulent Mr. Elam feels they need to update the type of development.

7. **Chuck Stark 6221 Southwest Blvd. Fort Worth, TX 76132,** with Barron-Stark Engineers was prepared to discuss the plat and would be happy to answer any questions when the public hearing is open.

8. **Perry Clementi – donated his 3 minutes to Eric Elam.**

9. **Sue Ellen Brown 409 South New Hope Road, Kennedale, TX 76060,** she spoke regarding her parent's property that is located at 420 Crestview that backs up to the Hammack Creek development. She is concerned about the debris that was left after construction as well as the large boulders that were left on their land.

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. Consider approval of the Interlocal Agreement amendment between Kennedale and the City of Fort Worth for Animal/Rabies Control
2. Consider approval and authorize the City Manager to enter into a contract with Meals on Wheels Activity Center Agreement for Congregate Meal Partnership

After further discussion the **Motion To** Authorize the City Manager to enter into a contract with Meals on Wheels Activity Center for Congregate Meal Partnership **Moved By:** Connor **Seconded By** Gilley. **Motion passes unanimously.**

3. Consider an Amendment to the ILA between the City of Arlington and Kennedale Water and Wastewater Service Agreement to service specific addresses within either city
4. Consider and authorize the City Manager to proceed with an employment offer for the City Secretary position
5. Consider approval of the 46th CDBG agreement with Change Order #1.
6. Consider approval of the Resolution to move forward with the Texas Water Developments Board's Flood Infrastructure Fund and committed funding for improvements along Valley Lane.

Action **Approve** Motion Approve items 1,3,4,5 and 6 of the Consent Agenda. **Moved By:** Connor **Seconded By:** Degenhart. **Motion passes unanimously.**

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of the 2023 ERCOT Membership
Motion To: Approve **Action** Approve the 2023 ERCOT Membership. **Moved By:** Degenhart **Seconded By:** Gilley. **Motion passes 3-2.** Connors & Gilley Nay. Mr. Connor wanted to note in the minutes he is not happy with ERCOT.
2. Consider approval and take final action on Oncor's rate case
Motion To Approve **Action** Approve the final action on Oncor's rate case **Moved By:** Degenhart **Seconded By** Michels. **Motion passes 3-2. Connor and Gilley – Nay.**
3. Consider approval and authorize the City Manager to enter into a contract with GHA Barnett, LLC and Kennedale for an Oil and Gas Lease.
Motion To Approve **Action** Approve and authorize the City Manager to enter into a contract with GHA Barnett, LLC and Kennedale for an Oil and Gas Lease. **Moved By:** Degenhart **Seconded By:** Connor. **Motion passes unanimously.**
4. Consider approval of a bid in the amount of \$37,798.12, submitted by Municipal Emergency Services for the purchase of four Self Contained Breathing Apparatus (SCBA).

Motion To: Approve **Action** Approve. A bid in the amount of \$37,798.12 submitted by Municipal Emergency Services for the purchase of four Self Contained Breathing Apparatus (SCBA) **Moved By:** Connor **Seconded Buy:** Degenhart. **Motion passes unanimously.**

5. Consider approval of the use of \$371,175.00 Tarrant County Emergency Services District grant funds for the purchase of a new ambulance from Southwest Ambulance
Motion To Approve. **Action:** Approve the use of \$371,175.00 Tarrant County Emergency Services District grant funds for the purchases of a new ambulance from Southwest Ambulance. **Moved By:** Connor **Seconded By** Degenhart. **Motion passes unanimously**
6. **PZ #22-12** to consider action on a request by KD Hammack Creek Development, LLC for a final plat of approximately 8.02 acres located at 337 Kennedale Sublett

Rd.

- A. Staff Presentation
- B. Applicant
- C. Action

After staff, applicant presentations the City Council acted to **Table** PZ #22-12 the request by KD Hammack Creek Development LLC for a final plat of approximately 8.02 acres located at 337 Kennedale Sublett Road. **Moved By: Connor Seconded By: Degenhart. Motion passes unanimously.**

F. PUBLIC HEARINGS at 9:04 p.m. the Council took a 10-minute break.

1. **PZ #22-13** to conduct a public hearing and consider a request Kimley-Horn & Associates for a Replat of approximately 10.593 acres located at 5312 Kennedale Sublett Rd.

- A. Staff Presentation
- B. Applicant
- C. Public Hearing
- D. Action

Chance Lablanc of Dunaway gave the staff presentation.

Public Hearing opened at 9:15 p.m.

No speakers at this time

Public Hearing closed at 9:21 p.m.

Motion To Approve Action: Approve the request from Kimley-Horn & Associates for a replat of approximately 10.593 acres located at 5312 Kennedale sublet Road. **Moved By: Degenhart Seconded By: Michaels Motion passes 2-1-2 Horton and Gilley abstaining; Connor Nay**

2. **PZ #22-11** Conduct a public hearing and, consider a zoning change from PD Planned Development Tiny Homes to Planned Development TH Townhouse for approximately 6.18 acres being Lot 1R Block 1 of the Harris Hill Estate, located at 439 Mansfield Cardinal Road, City of Kennedale, Tarrant County, Texas

- A. Staff Presentation
- B. Applicant
- C. Public Hearing
- D. Action

Chancel LaBlanc of Dunaway gave the staff presentation Applicant was available to answer any questions.

Public Hearing opened at 9:25 p.m.

No speakers at this time

Public Hearing closed at 9:26 p.m.

Motion To Approve Action Approve the zoning change from PD Planned Development Tiny Homes to Planned Development TH Townhouse for approximately 6.18 acre being Lot 1R Block 1 of the Harris Hill Estate, located at 439 Mansfield Cardinal Road, City of Kennedale, Tarrant County. **Moved By Connor Seconded By Degenhart. Motion passes 2-2-1 Horton Abstaining. Mayor voted Yes. Connor and Michels Nay.**

VI. ADJOURNMENT

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

Mayor Joplin adjourned the meeting at 9:46 p.m.

APPROVED:

ATTEST:

MAYOR JAN JOPLIN

BOARD SECRETARY, ROSIE ERICSON

UNAPPROVED UNTIL APPROVED BY CITY COUNCIL



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Approval of minutes from the December 20, 2022 regular meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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.

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

A. ROLL CALL

PRESENT: Mayor Joplin, Rockie Gilley, Place 1; Brad Horton, Place 2; Kenneth Michels, Place 3; Austen Degenhart, Place 4; James Connor, Place 5. **STAFF:** City Manager Darrell Hull; Director of Human Resources Caroline Green; Fire Chief James Brown; Police Captain Eric Carlson; Acting Finance Director Tanisha Sherman; Library Director Eliabeth Partridge; City Secretary Raeanne Byington; City Attorney Carvan Adkins TOASE Consultant. **CONSULTANTS:** Freese & Nichols and Dunaway

II. WORK SESSION

A. WORK SESSION REPORTS

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

City Manager Hull introduced Freese and Nichols Consultant Chris Bosco to give an overview of the alignment study from Kennedale Parkway to Dick Price Road. Discussion included the endangered species in the area and the need to study the area at 2 different times during the seasons to be sure of migrant patterns; That imminent domain should not be used in this expansion; the cost of the project as a whole and if it was budgeted.

Following the discussion, the consensus was that a bond election would need to be held and there needed to be town hall meetings to inform the citizens of the plans and the cost of the bond. It was also mentioned to place a new police building on the bond in conjunction with the expansion. Councilmember Connor stressed that it should be on the May election ballot. There was also discussion of a stand alone election.

2. Discussion of Alta & 287.

Director of Community Development Nathan Gonzales presented the updates at Alta to include: Poles coming down from 20 feet to 14 feet, trash no longer being picked up in the middle of the night, the barrier to prevent vehicles from rolling off into backyards. However, Nathan Gonzales explained that our current UDC does not allow us to require that; what they have is in compliance

with UDC. The easement between the houses and the complex as well as the

trees were also discussed. Mr. Gonzales explained the easement needed to have overgrowth to provide soil retention. but trash should be removed. The council expressed their excitement about having Mr. Gonzales on board with the City.

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

There was no discussion at this time.

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."

Councilmember Horton offered the invocation and Councilmember Michels led the pledges.

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

- Mayor Jan Joplin recognized the past 3 mayors; Brian Johnson, Linda Rhodes, and Hollis Matthews for their service. Mr. Matthews was in attendance and received a plaque.

2. Updates from members of the Kennedale City Council

Councilmember James Connor, Place 5, attended the Hometown Christmas tree lighting, the groundbreaking of the South East Connector project and was around town talking with citizens.

Councilmember Austin Degenhart, Place 4, wished everyone a Merry Christmas and to keep warm in the cold weather.

Councilmember Rockie Gilley, Place 1, attended the South East Connector ground breaking, the ribbon cutting for Simple Simon's Pizza, and met with 6-7 business owners.

Councilmember Kenneth Michels, Place 3, attended the construction meeting for Sublett Road at the high school, was at all Hometown Christmas events, He attended South East Connector groundbreaking, went to a business on Dick Price Rd called Oak Castle Infrastructure and had a plant tour, and on 12/10 rang the bell for the Red Kettle Salvation Army at Walmart and ribbon cutting for Simple Simon's Pizza. He wished everyone a Merry

Christmas and to stay warm.

Councilmember Brad Horton, Place 2, wished a Merry Christmas to everyone, Attended the South East Connector groundbreaking and Sublett Road meeting. He thanked City Manager Hull and Mayor Joplin for the efforts with Tarrant County Precinct 2 to get funds for our city. He was at the Hometown Christmas and got great feedback from citizens, he met with several businesses also.

3. Updates from the Mayor

Mayor Joplin joined city staff for a Thanksgiving meal, attended many events, including the chamber meeting; Tarrant County Precinct 2 Commissioner Allen's zoom call; South East Connector groundbreaking; and Hometown Christmas events. She thanked Kenneth Michels for all his work on the Hometown Christmas event and City Manager Darrell Hull for his vision, Laurie Sanders for helping with the vendors, Loree Boyd for decorating City Hall. She was able to talk with the 2nd graders at Patterson Elementary about her role and what Council does and what they can do for the community. She attended Iglesea R Church for International Day, toured Oldcastle Manufacturing Plant; Tarrant County Mayor's Council; Tarrant Regional Transportation Coalition; and State Representative David Cook's event. The mayor thanked everyone who helped with the Red Kettle Mayoral Challenge; over \$1100 was collected and we had pledged to bring in \$500.

4. Updates from the City Manager

City Manager David Hull thanked Kenneth Michels for everything he did for Hometown Christmas. He wished everyone a Merry Christmas. South East Connector Town Hall changed from January 10th to January 12th. Streets: We have completed 3rd Street, Corey A Edwards, Cooper, and Joy and many others will be completed throughout 2023. 4th, 5th, Broadway and Jonah with Reynold's Asphalt will be done in January. 12/17 we signed an Interlocal Agreement with Tarrant County Precinct 2 to provide street repairs on Eden Road, New Hope Road, Swinney Hiatt Road, and the rest of 3rd Street. Attended ribbon cutting at Simple Simon's. Chief Brown came up to discuss the warming stations as we approach the cold front coming to our area. Warming Stations will be at the Senior Center, Community Center, and have partnered with First United Methodist Church should their facilities be needed for residents. City Manager Hull introduced Nathan Gonzales to the Council and discussed how great of a job he is doing. Captain Eri Carlson shared what they have done on Collett Sublett Road to address citizen complaints of speeding.

5. Financial Reports for the City

Update on the Finance Reports: Current auditor is going through the budget to help find out how to rectify the monies added in to the Fiscal Year 23. There will be a final report in January. Councilmember Connor wants a monthly

budget for each month that has been incorrect re-presented to Council when it has been fixed.

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.

Speaker Kevin Saller, 402 Lone Oak Court, came to discuss the short term rentals that have been identified on his street. A party had 20 cars on their street and residents had to park a block away from their homes due to this. Last week, there was a yellow school bus in the driveway. He acknowledged the assistance Mr. Gonzales has already began giving him and wants to know there will be a resolution to this issue.

Speaker Brenda Joyner, 1011 Bell Oak Drive, stated she has 2 Air BnBs that back up to her yard. Last weekend at 2:30am they were in the backyard, having a party, throwing cornhole and hitting her back fence. She would like some regulation on distancing, hours and how many people in a home at one time.

City Manager Hull mentioned that if someone is interfering with your sleep at 2:30am, please call the Police Department and they can come and take care of it. If it's a non emergency, please let us know so we can help work through this.

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

Motion Approve **Action** Approve all items on the Consent Agenda, **Moved By** Councilmember Connor. **Seconded By** Councilmember Degenhart. **Motion passed unanimously.**

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:

1. Karmali Holdings.
2. Update on Uniform Development Code revision.
 - a. Dunaway's ongoing analysis.
 - b. City's capacity on future development within the city of Kennedale.
 - c. Kennedale water and wastewater infrastructure.

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

1. Discussion of selling property located at 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; and the following:*

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

Mayor Jan Joplin reconvened the meeting at 9:03 p.m.

VI. ADJOURNMENT

Motion Approve. Action ADJOURNMENT. **Moved By** Councilmember Connor. **Seconded By** Councilmember Michels. **Motion passed unanimously**
Meeting was adjourned at 9:04 p.m.

APPROVED:

ATTEST:

MAYOR JAN JOPLIN

CITY SECRETARY RAEANNE BYINGTON



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM VI.A.

SUBJECT

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

ORIGINATED BY

James Brown, Fire Chief

SUMMARY

The amended attached "Appendix A (Amended)" shall replace the original "Appendix A" referenced in the original executed Agreement. The amended appendix adds an additional \$580,000 for a second ambulance and equipment plus an additional \$150,00 for Personal Protective Equipment.

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

RECOMMENDATION

Approve

ATTACHMENTS

THE STATE OF TEXAS

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

COUNTY OF TARRANT

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

Section 1: Recitals

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

Section 2: Authority

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

Section 3: Term

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

Section 4: Authorized Use of Funds

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

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

Section 5: Reporting Requirements

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

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

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

Section 6: Audit Responsibilities

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

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

Section 7: Acquisition of Equipment

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

Section 8: Independent Contractors

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

Section 9: Severability

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

Section 10: Applicable Law

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

Section 11: Authorization

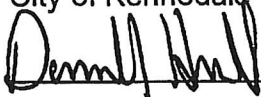
By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

Section 12: Notices

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

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

CITY: City of Kennedale



City Manager

Attn.: _____

405 Municipal Dr.
Kennedale TX 76060

Section 13: Debarment & Suspension

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

Section 14: Audit Clause

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

Section 15: Standards for Financial Management

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

CITY shall maintain an effective accounting system, which will:

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

Section 16: Equipment

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

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

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

Section 17: Entire Agreement

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

EXECUTED by the duly authorized Parties below:

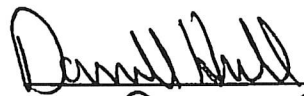
**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF KENNEDALE, TEXAS



Rick Holman
President

Date: 7/12/22



Name:

Darrell Hull

Title:

CITY MANAGER

Date:

6-23-2022

APPENDIX A

AUTHORIZED USE OF FUNDS

Authorized Uses

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

Authorized Use of Funds Schedule

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

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

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

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

APPENDIX B

QUARTERLY AND ANNUAL REPORTING DATES

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

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

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

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

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE (the “ESD”), and the **City of Kennedale** (the “City”) enter into the following **Amendment 1** to its Agreement for American Rescue Plan Act State and Local Recovery Funds (ARPA).

Section 1

The following paragraph shall be in addition and not in replacement of any paragraph or provision of the agreement. All other provisions of the agreement remain in force and effect.

“The attached “Appendix A (Amended)” shall replace the original “Appendix A” referenced in the Agreement and any “Appendix A (Amended)” that may have been approved subsequent to the original “Appendix A”. Unless noted otherwise, the attached “Appendix A (Amended)” may balance funds between categories, increase the overall ARPA funding amount, and/or increase or decrease authorized use items to be purchased.”

WITNESS the signatures of the respective parties hereto this the _____ day of _____, 2023.

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

CITY OF KENNEDALE, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

**APPENDIX A (Amended)
(Amendment No. 1)**

AUTHORIZED USE OF FUNDS

Authorized Uses

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

Authorized Use of Funds Schedule

Phase	Item(s)*	Amount**	Status
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M259)	\$580,000.00	Open
4	First responder PPE and SCBA's	\$150,000.00	Open
5	Ambulance (M59)	\$580,000.00	Open

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

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

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



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Consider approval of a Resolution supporting a grant application by the Police Department for Bullet Resistant Shields

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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 BULLET RESISTANT SHIELDS, (GRANT APPLICATION CONFIRMATION NUMBER 4639601); 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 **BULLET RESISTANT SHIELDS** 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 City Manager Darrell Hull 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 Bullet Resistant Shields to the Office of the Governor, Criminal Justice Division (Grant Application Confirmation Number: **4639601**).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 17 DAY OF JANUARY 2023.

APPROVED:

MAYOR JAN JOPLIN

ATTEST:

CITY SECRETARY RAEANNE BYINGTON



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

SHIELD ENGINEERING GROUP, PLLC Consulting Engineers				BID TABULATION REPORT 48TH YEAR CDBG SEWER IMPROVEMENTS FOR 3RD STREET (NORTH ROAD TO MUNICIPAL DRIVE) KENNEDEALE, TX										
Project Item Information				Bristow Contracting LLC			Excel 4 Construction LLC			Canary Construction Inc			Engineers Estimate	
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value
BASE BID														
1	Mobilization	LS	1	\$5,350.00	\$5,350.00		\$6,500.00	\$6,500.00		\$40,000.00	\$40,000.00		\$20,000.00	\$20,000.00
2	Site Preparation & Restoration	LS	1	\$7,500.00	\$7,500.00		\$8,000.00	\$8,000.00		\$25,000.00	\$25,000.00		\$2,500.00	\$2,500.00
3	8" Sewer Main SDR-26	LF	1590	\$64.00	\$101,760.00		\$98.00	\$155,820.00		\$155.00	\$246,450.00		\$110.00	\$174,900.00
4	Remove and Dispose of 2" Abandoned Waterline	LF	325	\$33.00	\$10,725.00		\$20.00	\$6,500.00		\$20.00	\$6,500.00		\$6.00	\$1,950.00
5	Remove and Dispose of Manhole	EA	3	\$1,050.00	\$3,150.00		\$500.00	\$1,500.00		\$1,500.00	\$4,500.00		\$1,100.00	\$3,300.00
6	4' Standard SS Manhole	EA	7	\$9,800.00	\$68,600.00		\$6,600.00	\$46,200.00		\$8,500.00	\$59,500.00		\$6,400.00	\$44,800.00
7	5' Standard SS Manhole	EA	1	\$14,500.00	\$14,500.00		\$9,700.00	\$9,700.00		\$15,000.00	\$15,000.00		\$8,000.00	\$8,000.00
8	Vacuum Testing	EA	8	\$175.00	\$1,400.00		\$300.00	\$2,400.00		\$320.00	\$2,560.00		\$230.00	\$1,840.00
9	Concrete Collar for Manhole	EA	8	\$2,100.00	\$16,800.00		\$900.00	\$7,200.00		\$550.00	\$4,400.00		\$1,100.00	\$8,800.00
10	Concrete Encasement	CY	6	\$650.00	\$3,900.00		\$270.00	\$1,620.00		\$250.00	\$1,500.00		\$200.00	\$1,200.00
11	4" Sewer Service (SDR-26)	EA	28	\$2,300.00	\$64,400.00		\$5,000.00	\$140,000.00		\$4,500.00	\$126,000.00		\$1,700.00	\$47,600.00
12	2"-12" Abandonment Plug	EA	10	\$1,000.00	\$10,000.00		\$750.00	\$7,500.00		\$850.00	\$8,500.00		\$650.00	\$6,500.00
13	Post CCTV Inspection	LF	1590	\$1.15	\$1,828.50		\$3.00	\$4,770.00		\$5.00	\$7,950.00		\$7.00	\$11,130.00
14	Asphalt Pavement Repair	LF	1600	\$45.00	\$72,000.00		\$190.00	\$304,000.00		\$220.00	\$352,000.00		\$67.00	\$107,200.00
15	Flowable Fill for Abandonment of Sewer Line	CY	7	\$500.00	\$3,500.00		\$220.00	\$1,540.00		\$800.00	\$5,600.00		\$135.00	\$945.00
16	Trench Safety	LF	1600	\$5.00	\$8,000.00		\$3.00	\$4,800.00		\$5.00	\$8,000.00		\$2.00	\$3,200.00
17	Trench Water Stop	EA	4	\$950.00	\$3,800.00		\$500.00	\$2,000.00		\$550.00	\$2,200.00		\$1,700.00	\$6,800.00
18	Traffic Control	LS	1	\$7,500.00	\$7,500.00		\$9,900.00	\$9,900.00		\$9,500.00	\$9,500.00		\$4,000.00	\$4,000.00
19	Construction Allowance	LS	1	\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00
Total - Base Bid				\$424,713.50			\$739,950.00			\$945,160.00			\$474,665.00	

MEETING DATE: JANUARY 17, 2023

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

SUBJECT: Consider approval of the low bidder, Bristow Contracting LLC, for the Tarrant County Community Development Block Grant (CDBG) project for the rehabilitation of the sewer lines along 3rd Street between North Road and Municipal Drive.

ORIGINATED BY Max Aransen, City Engineer Consultant, Shield Engineering Group PLLC

SUMMARY During the March 15th, 2022 Council meeting, a public meeting was held and Resolution 603 committed funding for the City's participation in the 48th year Community Development Block Grant (CDBG) program. The estimated construction funding at the time was \$442,953 (city's match portion of \$287,953 and grant funding of \$155,000).

After the grant funding was awarded to the city, the county was able to increase their total grant amount to \$164,328. With a bid amount of \$424,713.50 and the additional funding provided by the county, the city will be responsible to match \$260,285.50 which is less than initially anticipated.

RECOMMENDATION Motion to Approve or Deny the Bristow Contracting LLC to complete the above reference project at a total project cost of \$424,713.50.

ATTACHMENTS 2207901 CDBG Sewer Improvements Bid Tab



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: — IV.A.

SUBJECT

The City Council of the City of Kennedale will hold a public hearing on January 17, 2023, at 5:30 p.m. in the city council chambers in Kennedale City Hall, 405 Municipal Drive, Kennedale, Texas 76060, on a proposed temporary moratorium on the acceptance of applications or the issuance of permits for development in MF Multi-Family Residential and TH Townhome zoning districts in the City of Kennedale.

ORIGINATED BY: Darrell Hull, City Manager

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Kennedale will hold a public hearing on January 17, 2023, at 5:30 p.m. in the city council chambers in Kennedale City Hall, 405 Municipal Drive, Kennedale, Texas 76060, on a proposed temporary moratorium on the acceptance of applications or the issuance of permits for development in MF Multi-Family Residential and TH Townhome zoning districts in the City of Kennedale.

All interested parties and citizens will be given an opportunity to be heard.

Dated this 12 day of January, 2023.

City Secretary, Raeanne Byington



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Discussion on Short-term rentals

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

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

SUBJECT

Discussion of Alta 287.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JANUARY 17, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.D.1.

SUBJECT

Update from City Attorney on city business

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS