

KENNEDALE CITY COUNCIL **AMENDED** AGENDA

REGULAR MEETING | APRIL 18, 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. WORK SESSION REPORTS

1. Winding Creek Resident Flooding issue behind Kennedale Junior High.
2. Discussion of plans for landfill expansion with Waste Connections and Weaver Consultants.
3. Discussion of short term rentals in response to recent developments within our own city and other municipalities to coincide with our UDC modifications.
4. Discussion regarding the Senior Citizen Tax Freeze.
5. Discussion of the Texas Raceway 6" sewer line emergency repair.

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

III. REGULAR SESSION

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

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

B. REPORTS AND ANNOUNCEMENTS

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

1. Updates from members of the Kennedale City Council
2. Updates from the Mayor
3. Updates from the City Manager
4. Financial Reports for the City and/or the EDC

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 March 21, 2023 Regular Meeting
2. **PZ Case# 23-02: CONSIDER APPROVAL OF A PRELIMINARY PLAT FOR OF TRACTS 1D, 10, 10A, 10B, 10B01, 10C, 10C01, 10D, 10E OF THE RUSSELL JESSE SURVEY, ABSTRACT 1361 LOCATED AT 1220 MANSFIELD CARDINAL ROAD, KENNEDALE, TEXAS.**
3. **PZ Case# 23-03: CONSIDER APPROVAL OF A PROPOSED REPLAT OF LOT 3, BLOCK 2 OF THE OLIVERS ACRES ADDITION INTO LOT 3R, BLOCK 2, LOCATED AT 206 COLLETT SUBLETT ROAD, KENNEDALE, TEXAS.**
4. **PZ Case# 23-04: CONSIDER APPROVAL OF A PROPOSED REPLAT OF LOT 11, BLOCK A OF THE BOAZ' SUBDIVISION INTO LOTS 11R-2 & 11R-1, BLOCK A, LOCATED AT 608 MANSFIELD CARDINAL ROAD, KENNEDALE, TEXAS.**

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discussion and approval of Park Dedication Fund Ordinance.
2. Discussion and action on an agreement with TXDoT to relocate a water line and replace 2 manholes in part with the SE Connector Project.

F. PUBLIC HEARINGS

1. **PZ Case# 23-05: CONSIDER APPROVAL OF ORDINANCE NO. 746 AMENDING THE UNIFIED DEVELOPMENT CODE. THE PURPOSE OF THE PUBLIC HEARINGS IS TO CONSIDER REVISING THE DEVELOPMENT REGULATIONS APPLICABLE TO THE R-4 SINGLE-FAMILY RESIDENTIAL, MF MULTI-FAMILY RESIDENTIAL, TH TOWNHOME, NV NEIGHBORHOOD VILLAGE, AND UV URBAN VILLAGE ZONING DISTRICTS, AND THE APPROVAL PROCESS FOR DEVELOPMENTS.**

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:

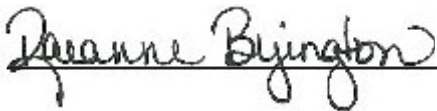
- A. **PURSUANT TO §551.071** — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues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

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

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE APRIL 18, 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.

Agenda was **amended** on 04/15/2023 to include number II.A.5, which had been deleted on accident while uploading.



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Winding Creek Resident Flooding issue behind Kennedale Junior High.

ORIGINATED BY

SUMMARY

Flooding along the back of KMS is causing issues for adjacent neighborhood.

RECOMMENDATION

ATTACHMENTS

1.	20191105 Winding Creek Drainage Study4	20191105 Winding Creek Drainage Study4.pdf
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THE CITY OF KENNEDALE, TEXAS

WINDING CREEK DRAINAGE



BRIAN JOHNSON
MAYOR

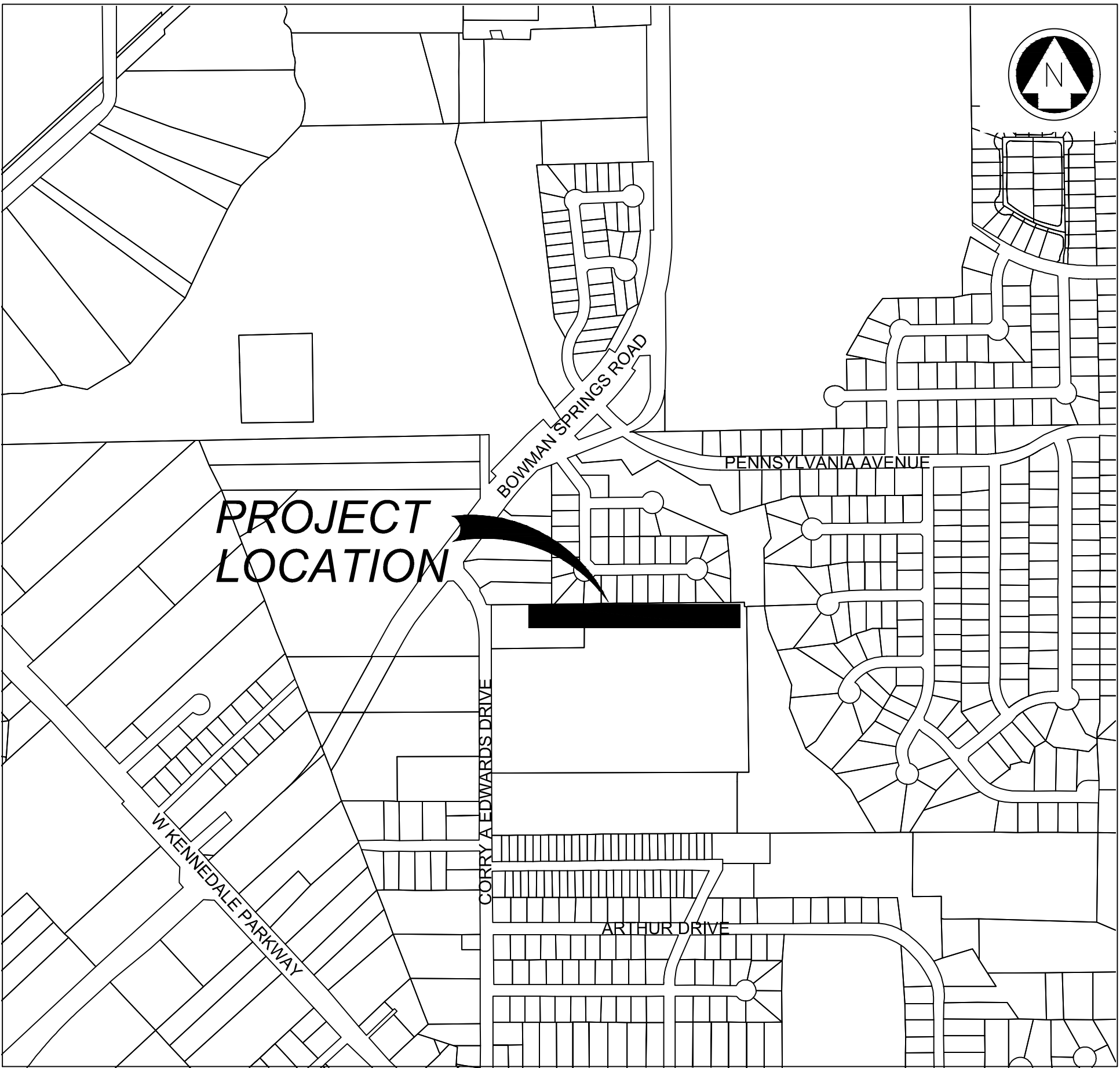
GEORGE CAMPBELL
CITY MANAGER

LARRY HOOVER
DIRECTOR, PUBLIC WORKS DEPARTMENT

PRELIMINARY - FOR REVIEW ONLY

These documents are for Design Review
and not Intended for Construction,
Bidding or Permit Purposes. They were
prepared by, or under supervision of:

CRAIG H. BARNES	86193	11/12/19
Type or Print Name	PE •	Date



LOCATION MAP
N.T.S.



SHIELD
ENGINEERING GROUP

TBPE FIRM #F-11039 • TBPLS FIRM #10193890
1600 West 7th Street, Suite 200, Fort Worth, TX 76102 • 817.810.0696

LARRY HOOVER
DIRECTOR, PUBLIC WORKS DEPARTMENT

DATE

November 19

Kennedale Standard Notes

General Notes

1. All materials and construction shall be in strict accordance with the standards of the City of Kennedale and governed by the North Central Texas Council of Government's Standard Specifications for Public Works Construction.
2. Texas Department of Highways and Public Transportation approval must be obtained prior to construction within State Highway right-of-way.
3. Right-of-Way Permit (issued by Public Works Department) is required before cutting any City street.
4. All water meters shall be sized and installed by City Personnel.
5. Fire Hydrants shall be located outside of sidewalk if walk intended.
6. The location of underground facilities indicated on the plans is taken from public records. It is the Contractor's responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm their exact location and to determine whether any additional facilities other than those shown on the plans may be present. The Contractor shall preserve and protect all underground facilities.

<u>Underground Facility Owner</u>	<u>Telephone Number</u>
City of Kennedale	(817) 985-2170
Dig Tess	(800) 344-8377
Atmos Gas	(888) 286-6700
Oncor	(888) 313-6862
AT&T	(800) 288-2020
Charter	(855) 757-7328

7. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, unless otherwise shown or noted on the plans of his own cost and expense. The Contractor shall notify the Engineer at once of any conflicts in grades and alignment.
8. All excavations, trenching and shoring operations shall comply with the requirements of the US Department of Labor, OSHA, "Const Safety and Health Regulations", Vol 29, Subpart P. pg 128-137, and any amendments thereto.
9. Adequate measures shall be taken to prevent erosion. In the event that significant erosion occurs as a result of construction, the Contractor shall restore the eroded area to original condition.
10. The Contractor shall restore all areas disturbed by construction to original condition or better. Restored areas include, but are not limited to trench backfill, side slopes, fences, culvert pipes, drainage ditches, driveways, private yards, and roadways. All areas disturbed by construction shall be hydro-mulched, unless otherwise specified in the plans.
11. All water lines shall be PVC pipe conforming to AWWA standard C-900 or ductile iron pipe pressure class 150, latest revision of AWWA specification. All fittings shall be ductile iron and designed for 200 PSI pressure. Water mains to have a minimum of 42" cover to top of pipe, as measured from the top of the pipe to the existing ground, or the proposed finished grade, whichever is greater. All ductile iron pipe and fittings shall be installed with "Polywrap" for cathodic protection.
12. All water lines to be embedded in sand. Backfill shall be select material compacted to 95% standard proctor density.
13. Curb stops should be tested for leakage and full flow when system is pressure tested.
14. All water main clearance at sanitary sewer main crossings shall be a minimum separation of 2' vertical or 10' horizontal.
15. Contractor is advised that for all water service connections, including all new service, meter, and meter box. Water meter, in each case, shall be OWNER FURNISHED and contractor installed.
16. Service line pay items will include tapping of water main and necessary service line and fittings as per standard detail.
17. Fire hydrant assembly bid items will include the fire hydrant, the pipe extension from the tee and all necessary fittings excluding the 6" gate valve.
18. Any water valves located within pavement areas shall be adjusted to final grade by the paving contractor. The paving contractor shall construct a typical concrete block out per detail on sheet.
19. Any changes from approved construction plans shall be approved by the Water Utility Department and a change order must be obtained from the design engineer. Any deviations from the State regulations shall be approved by the Director of Public Works.
20. Water lines will be installed as shown on the plans. However, field adjustments approved by the inspector or engineer may be made to lessen damage to the road pavement or when other utility locations, trees, or structures warrant such an adjustment.
21. All sanitary gravity sewer line pipes shall be furnished and installed with PVC pipe specifications SDR-35 or SDR-26 depending on depth of cover.

CITY OF KENNEDALE, TEXAS

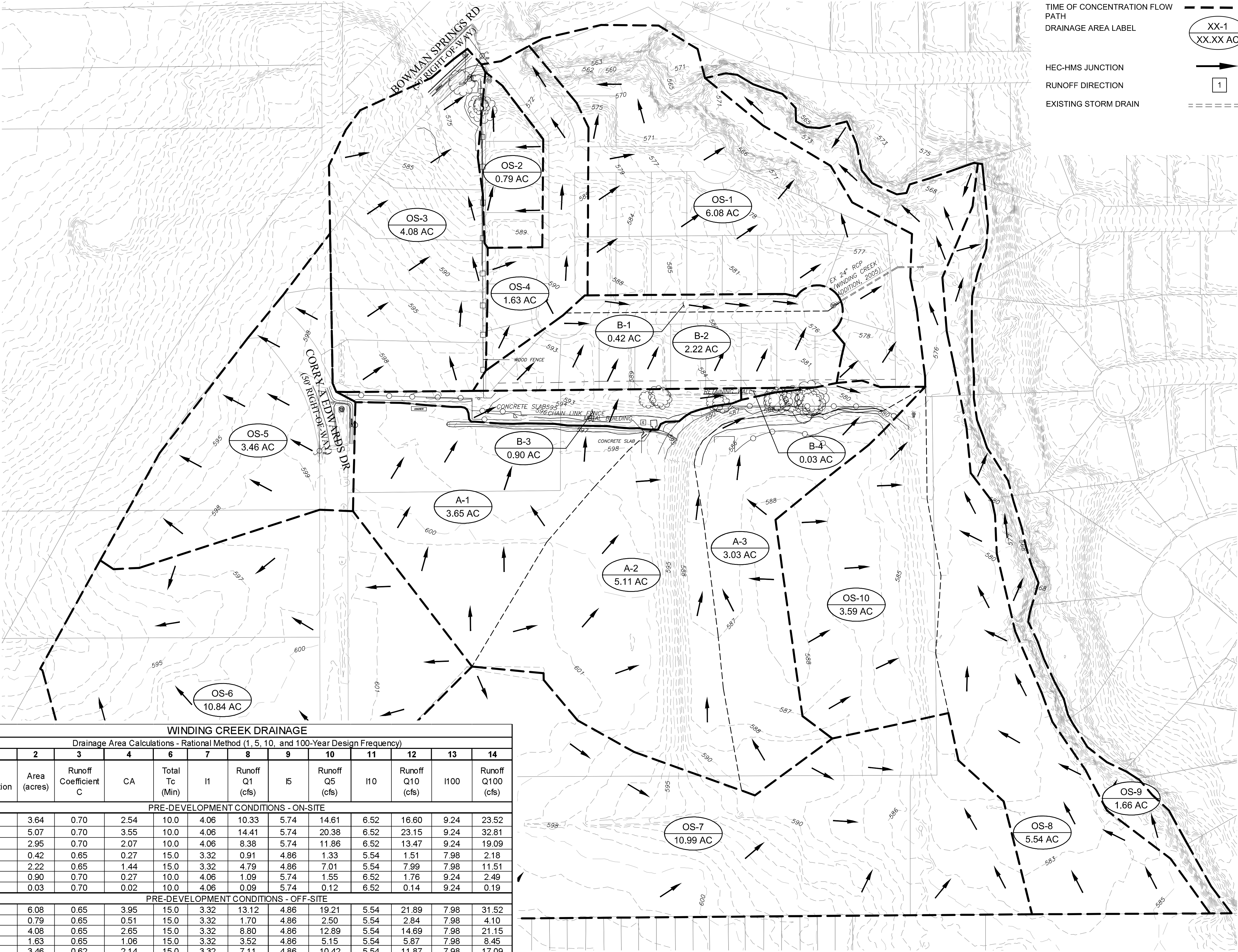
**STANDARD DETAILS COVERING GENERAL
NOTES AND UTILITIES PROJECTS**

DECEMBER 2016

M-1

Kennedale Standard Notes General Notes		
22. Sewage force mains discharging from sewage lift stations shall be PVC pressure sewer pipe designed and manufactured to withstand the maximum anticipated lift station discharge pressures. Meter and meter box (where applicable) shall then be removed and delivered to the City's Water Department. 23. The contractor shall be responsible for all disinfection, chlorination and flushing requirements of the City of Kennedale. This shall include providing temporary isolation valves, plugs, injection ports, flushing valves, tools and for storage equipment necessary to complete this task. 24. In the event that existing utilities such as water, gas, telephone, electric, ETC must be taken out of service to facilitate construction, the contractor shall provide temporary utilities to the satisfaction of the engineer. 25. One lane of traffic shall be maintained at all times. All traffic control signs, barricades, and flagging shall be in accordance with the 1980 Texas Manual of Uniform Control Devices. Contractors shall be responsible for traffic control. Contractor shall maintain access to all adjacent properties at all times. 26. Notwithstanding references to the contrary elsewhere in the plans, all trench backfill performed within existing roadway pavements shall be accomplished from top of granular embedment to top of trench utilizing compacted (95% Standard Proctor density) crushed stone. The stone to be furnished shall conform to the prescribed gradation requirements specified in Standard Specification Item 504.2.2 and classified "Standard Crushed Stone Aggregate Grade 4." 27. When the proposed utilities conflict with an existing structure (culvert, mailbox, ETC) the contractor may bore across the areas in conflict, but the City shall determine the required bore length in each case. 28. The contractor shall field verify the depth and location of all existing utilities before beginning construction and location of all sprinkler system lines shall be located before digging. Any damage to system shall be repaired at contractor's expense.		
CITY OF KENNEDALE, TEXAS STANDARD DETAILS COVERING GENERAL NOTES AND UTILITIES PROJECTS DECEMBER 2016 M-2		

WINDING CREEK DRAINAGE STUDY



LEGEND

EXIST MAJOR DRAINAGE DIVIDE
EXIST MINOR DRAINAGE DIVIDE
TIME OF CONCENTRATION FLOW PATH
DRAINAGE AREA LABEL

HEC-HMS JUNCTION
RUNOFF DIRECTION
EXISTING STORM DRAIN

REVISIONS		
NO.	DESCRIPTION	DATE
1		



SHIELD
ENGINEERING GROUP
TBPE FIRM #F-11039 • TBPLS FIRM #10193890

PRELIMINARY - FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:

RYAN J. HILL

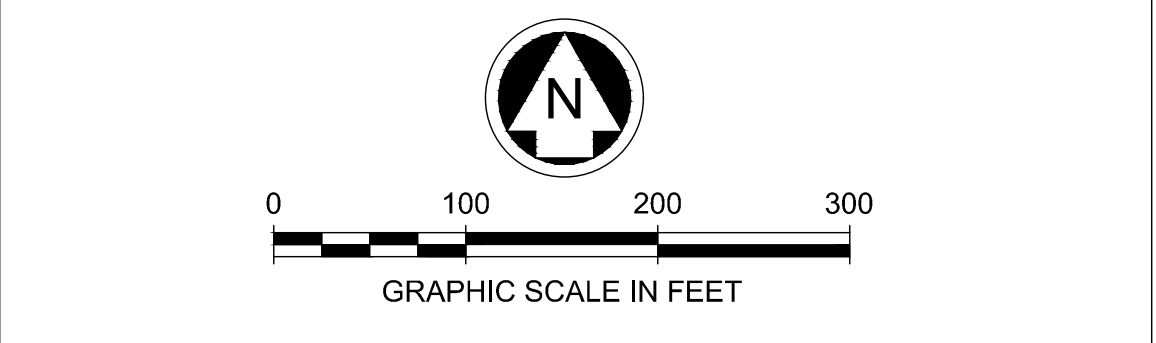
TYPE OR PRINT NAME

114314

PE #

11/12/19

DATE



CONSTRUCTION NOTES

CONSTRUCTION NOTES

THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING AT EACH LOCATION:

CITY OF KENNEDALE
DIG TESS
ATMOS GAS
ONCOR
AT&T
CHARTER

817-985-2170
800-344-3377
888-286-6700
888-313-6862
800-288-2020
855-757-7328

HORIZONTAL & VERTICAL CONTROL

BENCHMARK DESCRIPTION

CITY OF KENNEDALE, TEXAS

PUBLIC WORKS DEPARTMENT

WINDING CREEK DRAINAGE STUDY

OVERALL PRE DEVELOPMENT DRAINAGE AREA MAP

DESIGNED: CSW	SCALE: 1" = 100'	DATE: NOV 2019	SHEET: 3 OF 4
DRAWN: CSD			

WINDING CREEK DRAINAGE													
Drainage Area Calculations - Rational Method (1, 5, 10, and 100-Year Design Frequency)													
1	2	3	4	6	7	8	9	10	11	12	13	14	
Area Designation	Area (acres)	Runoff Coefficient C	CA	Total Tc (Min)	I1	Runoff Q1 (cfs)	I5	Runoff Q5 (cfs)	I10	Runoff Q10 (cfs)	I100	Runoff Q100 (cfs)	
PRE-DEVELOPMENT CONDITIONS - ON-SITE													
A-1	3.64	0.70	2.54	10.0	4.06	10.33	5.74	14.61	6.52	16.60	9.24	23.52	
A-2	5.07	0.70	3.55	10.0	4.06	14.41	5.74	20.38	6.52	23.15	9.24	32.81	
A-3	2.95	0.70	2.07	10.0	4.06	8.38	5.74	11.86	6.52	13.47	9.24	19.09	
B-1	0.42	0.65	0.27	15.0	3.32	0.91	4.86	1.33	5.54	1.51	7.98	2.18	
B-2	2.22	0.65	1.44	15.0	3.32	4.79	4.86	7.01	5.54	7.99	7.98	11.51	
B-3	0.90	0.70	0.27	10.0	4.06	1.09	5.74	1.55	6.52	1.76	9.24	2.49	
B-4	0.03	0.70	0.02	10.0	4.06	0.09	5.74	0.12	6.52	0.14	9.24	0.19	
PRE-DEVELOPMENT CONDITIONS - OFF-SITE													
OS-1	6.08	0.65	3.95	15.0	3.32	13.12	4.86	19.21	5.54	21.89	7.98	31.52	
OS-2	0.79	0.65	0.51	15.0	3.32	1.70	4.86	2.50	5.54	2.84	7.98	4.10	
OS-3	4.08	0.65	2.65	15.0	3.32	8.80	4.86	12.89	5.54	14.69	7.98	21.15	
OS-4	1.63	0.65	1.06	15.0	3.32	3.52	4.86	5.15	5.54	5.87	7.98	8.45	
OS-5	3.46	0.62	2.14	15.0	3.32	7.11	4.86	10.42	5.54	11.87	7.98	17.09	
OS-6	10.84	0.67	7.26	15.0	3.32	24.11	4.86	35.31	5.54	40.23	7.98	57.93	
OS-7	10.99	0.70	7.69	15.0	3.32	25.54	4.86	37.40	5.54	42.61	7.98	61.36	
OS-8	5.54	0.30	1.66	15.0	3.32	5.52	4.86	8.08	5.54	9.21	7.98	13.26	
OS-9	1.66	0.30	0.50	15.0	3.32	1.65	4.86	2.42	5.54	2.76	7.98	3.97	
OS-10	3.59	0.70	2.51	15.0	3.32	8.34	4.86	12.22	5.54	13.92	7.98	20.04	

2019/11/12 CWATSON.LUCAS2019/02/01 WINDING CREEK DRAINAGE/PRODUCTION DRAWINGS/190320/DAD.DWG

WINDING CREEK DRAINAGE STUDY

2019/11/12 C:\ATSON\LUGS\2019\02\01 WINDING CREEK DRAINAGE\PRODUCTION DRAWINGS\190320\190320.DWG

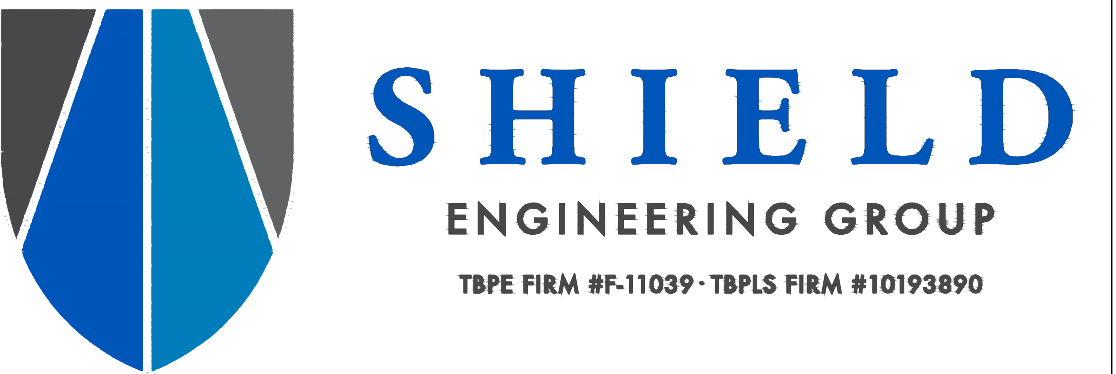
WINDING CREEK DRAINAGE													
Drainage Area Calculations - Rational Method (1, 5, 10, and 100-Year Design Frequency)													
1	2	3	4	6	7	8	9	10	11	12	13	14	
Area Designation	Area (acres)	Runoff Coefficient C	CA	Total Tc (Min)	I1	Runoff Q1 (cfs)	I5	Runoff Q5 (cfs)	I10	Runoff Q10 (cfs)	I100	Runoff Q100 (cfs)	
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A-3	2.95	0.70	2.07	10.0	4.06	8.38	5.74	11.86	6.52	13.47	9.24	19.09	
B-1	0.42	0.65	0.27	15.0	3.32	0.91	4.86	1.33	5.54	1.51	7.98	2.18	
B-2	2.22	0.65	1.44	15.0	3.32	4.79	4.86	7.01	5.54	7.99	7.98	11.51	
B-3	0.90	0.70	0.27	10.0	4.06	1.09	5.74	1.55	6.52	1.76	9.24	2.49	
B-4	0.03	0.70	0.02	10.0	4.06	0.09	5.74	0.12	6.52	0.14	9.24	0.19	
PRE-DEVELOPMENT CONDITIONS - OFF-SITE													
OS-1	6.08	0.65	3.95	15.0	3.32	13.12	4.86	19.21	5.54	21.89	7.98	31.52	
OS-2	0.79	0.65	0.51	15.0	3.32	1.70	4.86	2.50	5.54	2.84	7.98	4.10	
OS-3	4.08	0.65	2.65	15.0	3.32	8.80	4.86	12.89	5.54	14.69	7.98	21.15	
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OS-5	3.46	0.62	2.14	15.0	3.32	7.11	4.86	10.42	5.54	11.87	7.98	17.09	
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OS-10	3.59	0.70	2.51	15.0	3.32	8.34	4.86	12.22	5.54	13.92	7.98	20.04	

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LEGEND

- EXIST MAJOR DRAINAGE DIVIDE
- EXIST MINOR DRAINAGE DIVIDE
- TIME OF CONCENTRATION FLOW PATH
- DRAINAGE AREA LABEL
- HEC-HMS JUNCTION
- RUNOFF DIRECTION
- EXISTING STORM DRAIN
- XX-1
XX.XX AC
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REVISIONS		
NO.	DESCRIPTION	DATE
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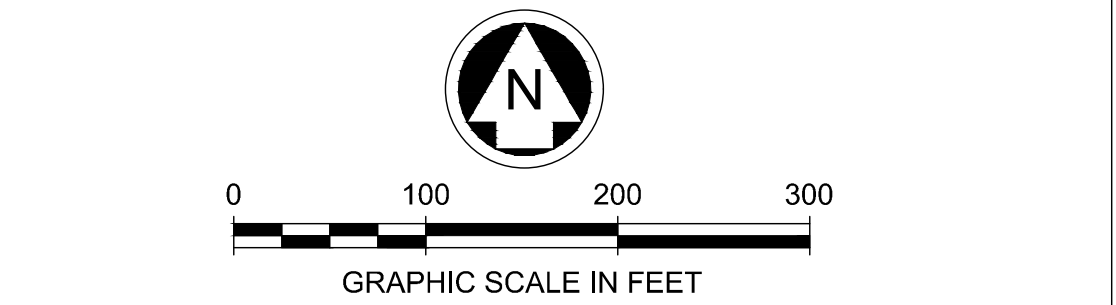


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RYAN J. HILL11431411/12/19

TYPE OR PRINT NAMEPE #DATE



CONSTRUCTION NOTES

CONSTRUCTION NOTES

THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING AT EACH LOCATION:

CITY OF KENNEDALE817-985-2170

DIG TESS800-344-3377

ATMOS GAS888-286-6700

ONCOR888-313-6862

AT&T800-288-2020

CHARTER855-757-7328

HORIZONTAL & VERTICAL CONTROL

BENCHMARK DESCRIPTION

CITY OF KENNEDALE, TEXAS

PUBLIC WORKS DEPARTMENT

WINDING CREEK DRAINAGE STUDY

PRE DEVELOPMENT DRAINAGE AREA MAP

DESIGNED: CSW	SCALE: 1" = 100'	DATE: NOV 2019	SHEET: 4 OF 4
DRAWN: CSD			

WINDING CREEK DRAINAGE STUDY



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Discussion of plans for landfill expansion with Waste Connections and Weaver Consultants.

ORIGINATED BY: City Council

SUMMARY: Please see link;

https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw_posted_apps.html for detailed information.

The links below are specific to the Fort Worth Permit Amendment, broken into 4 volumes.

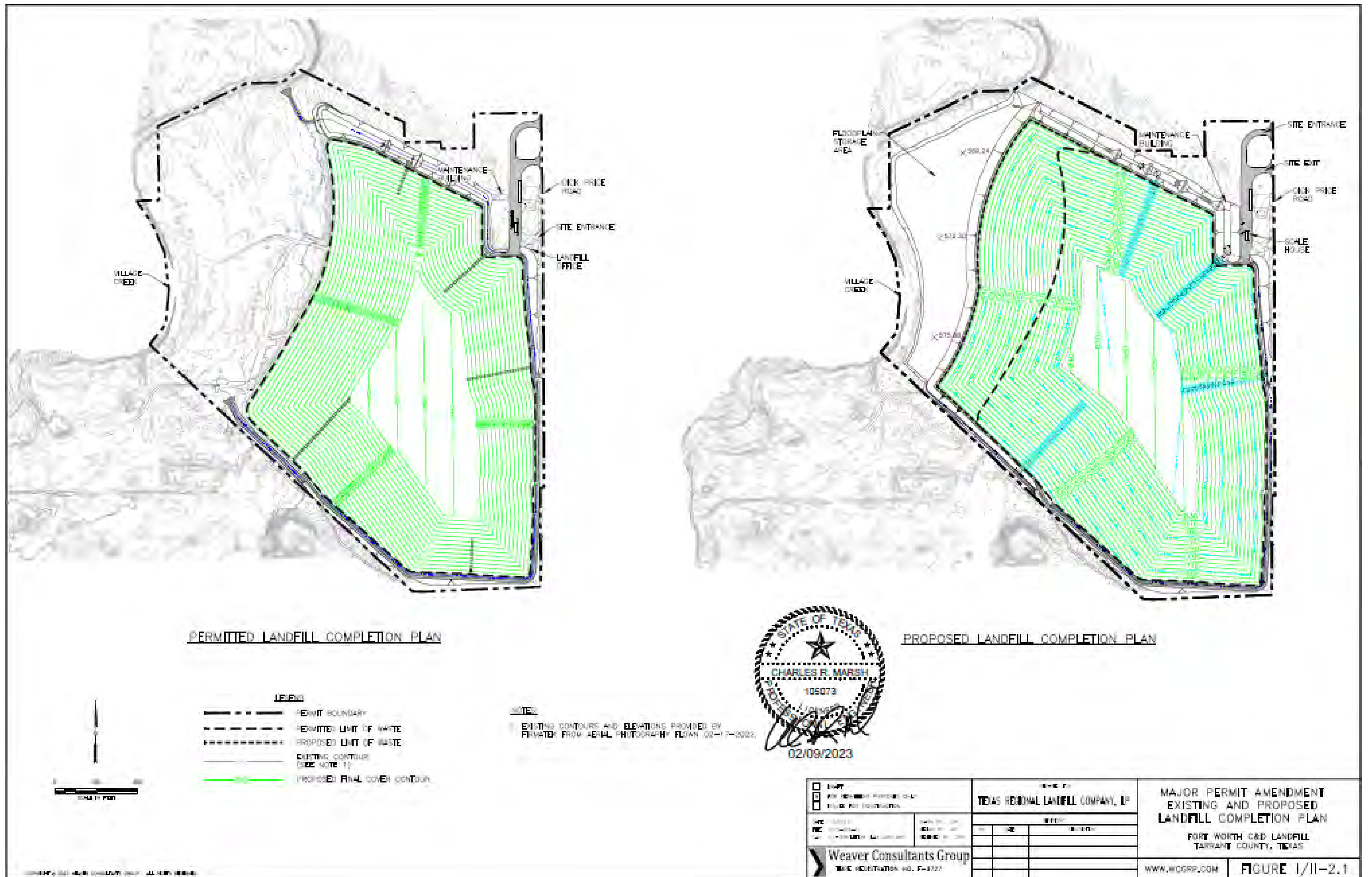
http://ftwweaverboos.com/CRM/2023-02-09_Major_Permit_Amendment_Volume_1_of_4.pdf

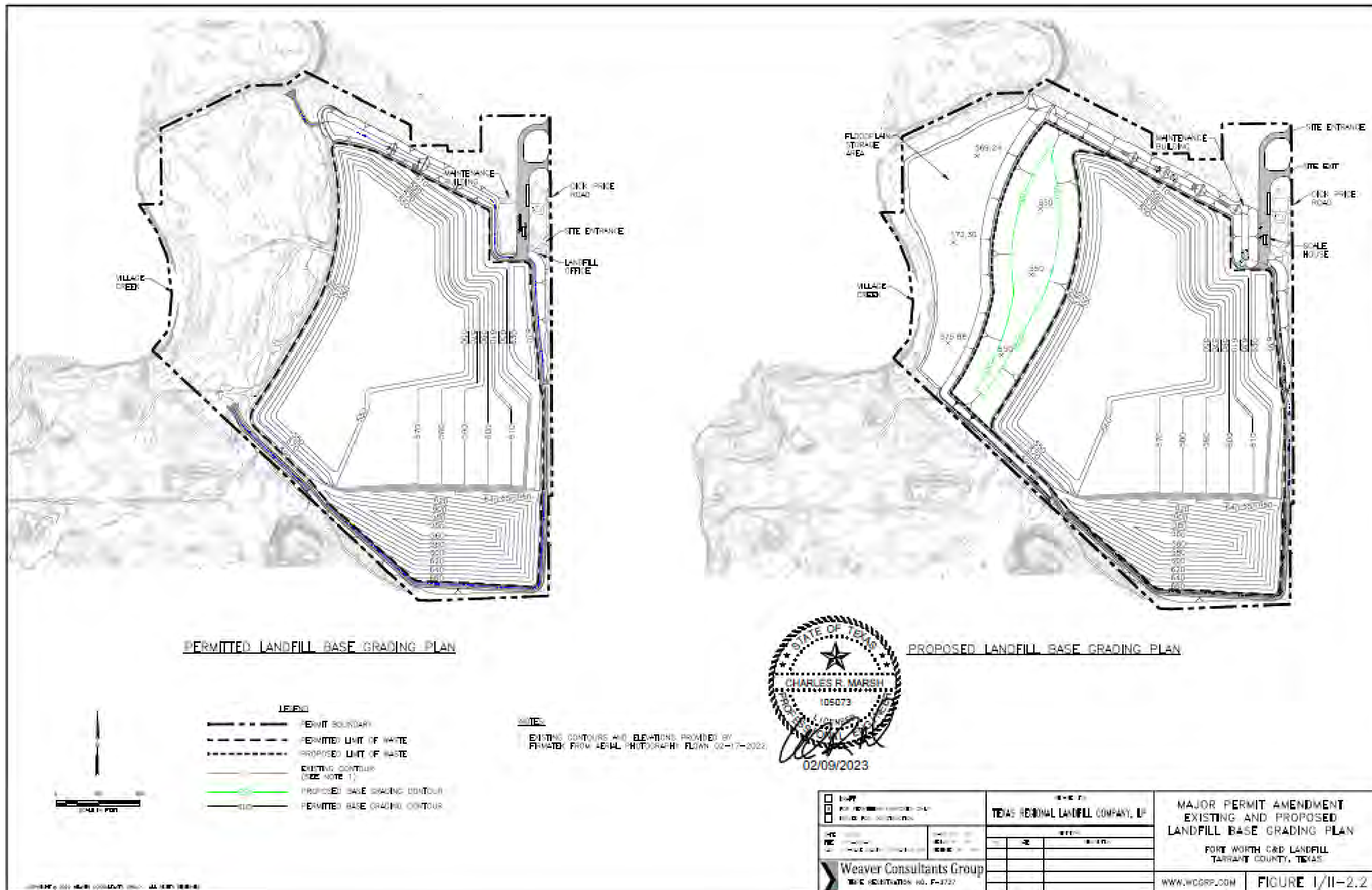
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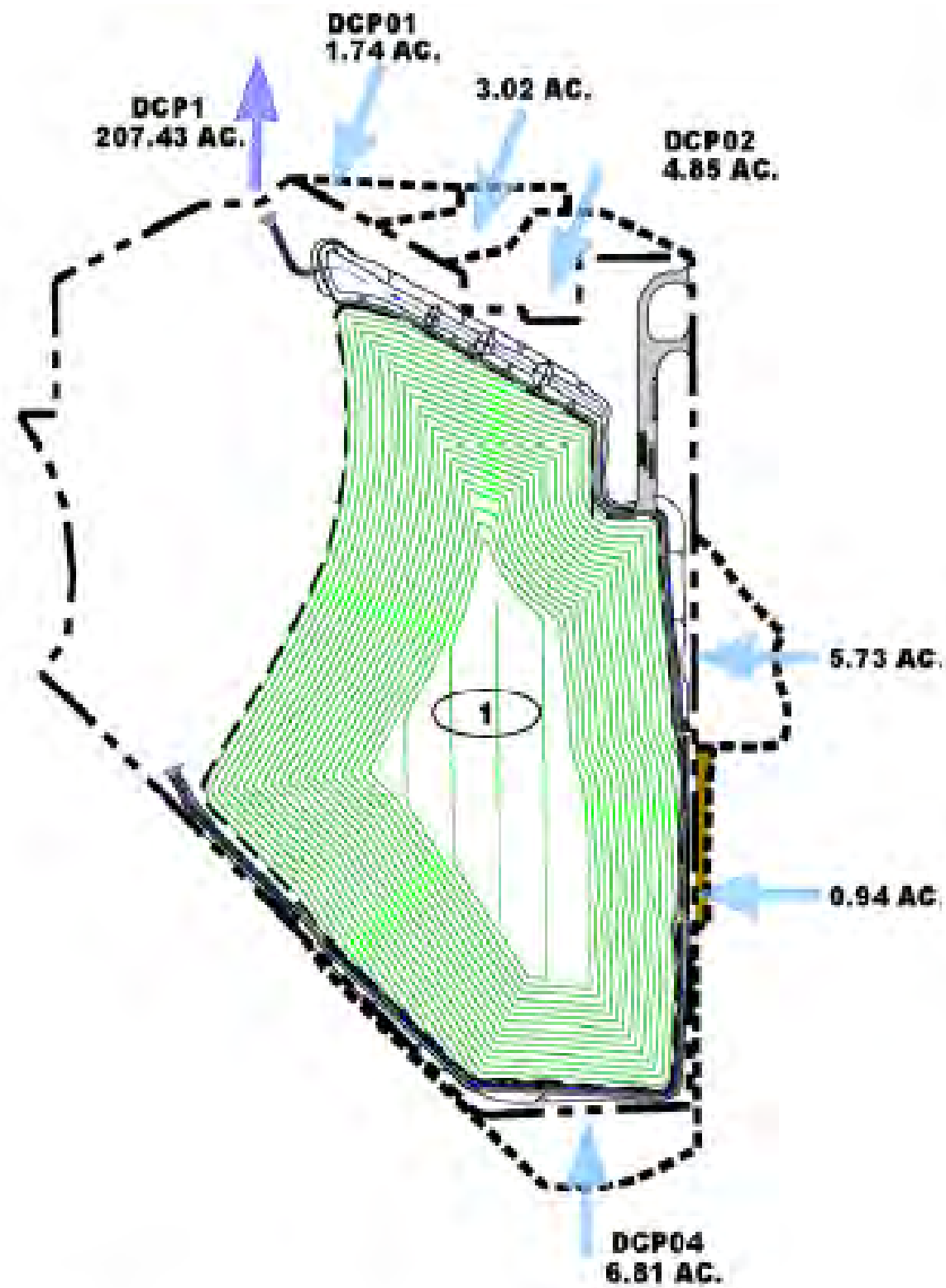
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http://ftwweaverboos.com/CRM/2023-02-09_Major_Permit_Amendment_Volume_4_of_4.pdf

ATTACHMENTS: Power Point Slides

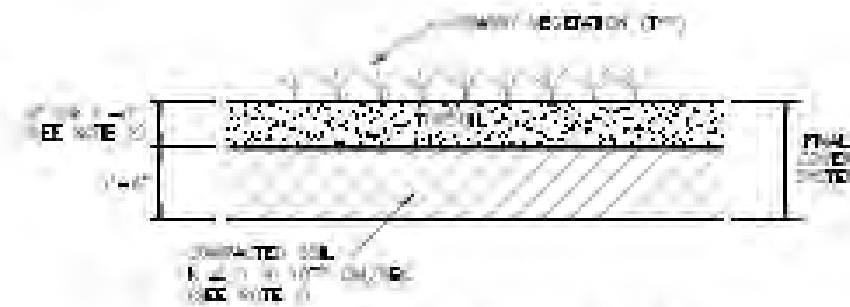






UPLAND DRAINAGE ENTERING SITE

STORMWATER DISCHARGE POINT

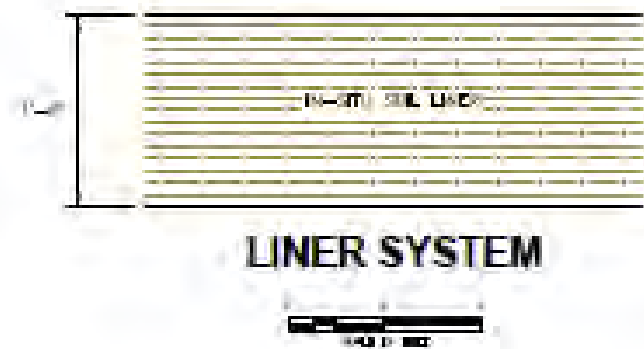


FINAL COVER SYSTEM

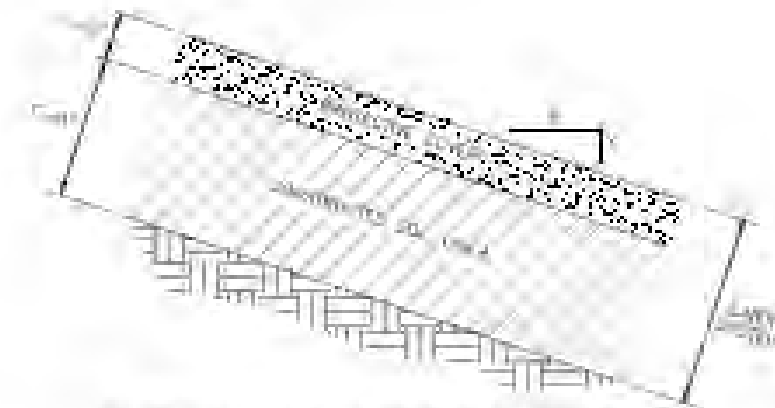


NOTES:

1. THE COMPACTED SOIL (I.E. INFILTRATING LAYER) OF THE FINAL COVER SHALL BE CLAYEY SOIL CLASSIFIED BY THE UNITED STATES CLASSIFICATION SYSTEM (USCS) AS "CL" (SANDY CLAY), "CL" (CLAY CLAY), OR "CH" (PEAT CLAY).
2. IF THE COMPACTED SOIL (I.E. INFILTRATING LAYER) OF THE FINAL COVER IS CLASSIFIED AS "CL" OR "CL" MATERIAL, THE THICKNESS SHALL BE NOT (MIN) THICK. IF THE COMPACTED SOIL LAYER IS CLASSIFIED AS "CH" THE THICKNESS SHALL BE MIN (MIN) THICK.



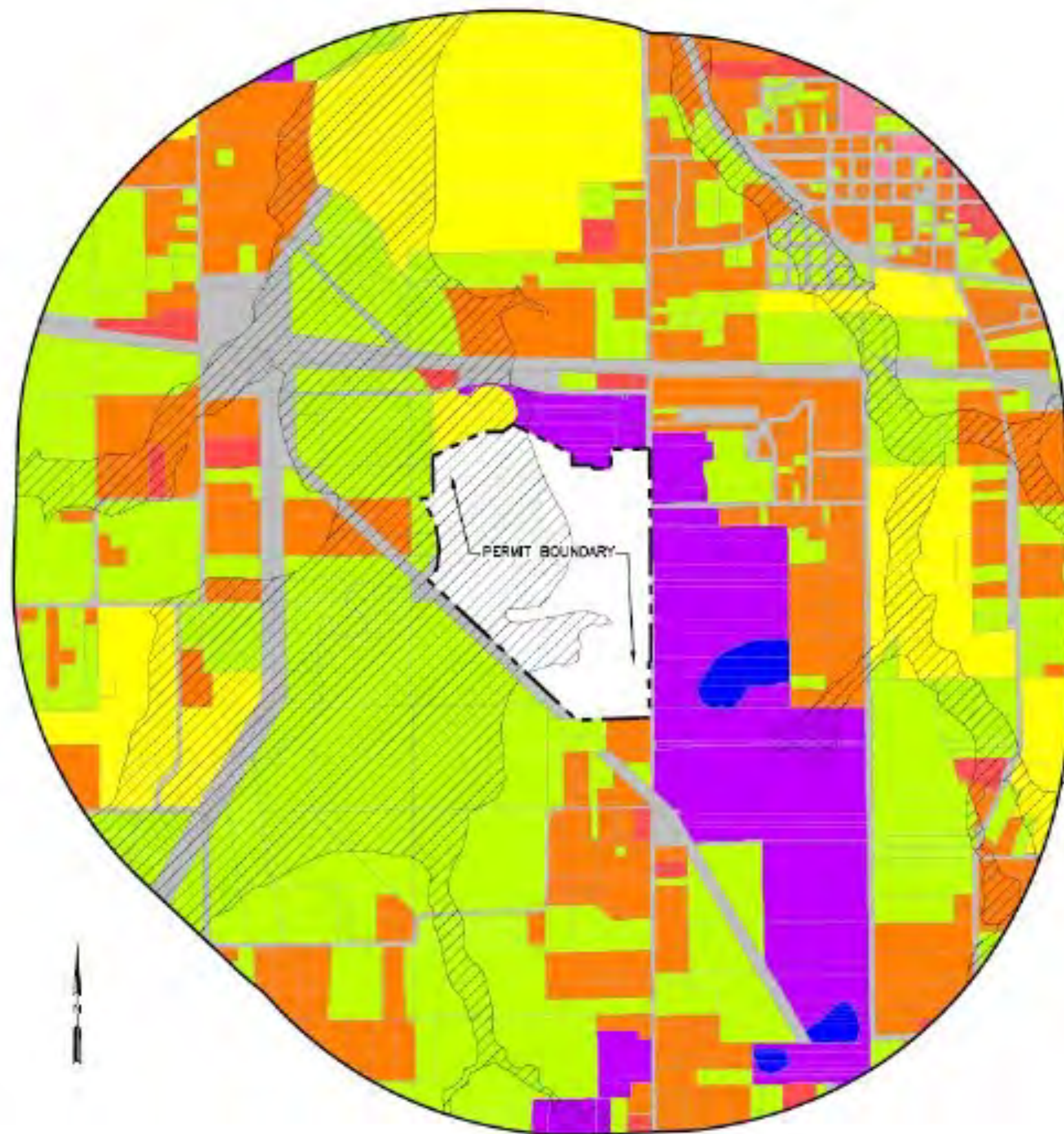
LINER SYSTEM



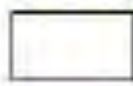
SIDEWALL LINER SYSTEM



 CITY OF FORT WORTH PUBLIC UTILITIES DEPARTMENT	10-01-01 WASTE CONNECTIONS		2022 FISCAL PLANNING MODEL LINER AND FINAL COVER SYSTEM DETAILS FORT WORTH C&B LANDFILL TARRANT COUNTY, TEXAS
	10-01-01 10-01-01 10-01-01	10-01-01 10-01-01 10-01-01	
WEAVER CONSULTANTS GROUP 10-01			



LEGEND

-  PERMIT BOUNDARY
-  RESIDENTIAL
-  COMMERCIAL
-  INDUSTRIAL
-  INSTITUTIONAL
-  INFRASTRUCTURE
-  DEDICATED (SEE NOTE 3)
-  UNDEVELOPED/AGRICULTURE
-  FORT WORTH C&D LANDFILL
-  FLOODPLAIN
-  POND/LAKE

1-MILE RADIUS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Discussion of short term rentals in response to recent developments within our own city and other municipalities to coincide with our UDC modifications.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.4.

SUBJECT

Discussion regarding the Senior Citizen Tax Freeze.

ORIGINATED BY: Darrell Hull

SUMMARY:

Our financial team has been able to calculate an estimate for the proposed Senior Tax Freeze Project. Below you can review the potential property tax revenue growth starting in 2024/2025 budget. The numbers are based on property tax growth of 3.5%.

2021 TAX YEAR (FY2022)

Total Appraised Value	\$1,018,658,578
Total Taxable Value	\$ 879,944,974
Over 65 Taxable Value (estimated) (650 accounts)	\$ 137,731,760 (15% of Total Taxable Value)

As we project property tax growth, we can assume that 15% of the total taxable value would not grow if the Over 65 Tax Freeze is granted. We will not lose any revenue already being received, just less growth in the property tax revenues in the future.

Here are thoughts on the projected impact to Property Tax Revenues:

- Property Tax Revenues for the General Fund were budgeted at \$5,395,651 in FY2022.
- Assumptions:
 - Tax Rate stays the same
 - 3.5% growth in taxable value
- Total potential growth in Property Tax Revenues without Over 65 Tax Freeze = \$188,848
- Amount of growth with Over 65 Tax Freeze = \$160,521
- Cost of the Over 65 Tax Freeze = \$28,327

ATTACHMENTS: none



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.5.

SUBJECT

Discussion of the Texas Raceway 6" sewer line emergency repair.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

It was discovered that a 6" cast iron sanitary sewer pipe, crossing the TXRaceway Creek, is misaligned and on the verge of collapsing due to the erosion of the existing concrete support pillars. Construction cost estimates in progress and will be provided shortly.

RECOMMENDATION.

Staff recommends an immediate emergency repair to avoid potential costly environmental cleanup and TCEQ fines if the pipe gives way and spills sewage into the creek.

ATTACHMENTS: Photos





MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.B.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.A.

SUBJECT

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."

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

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.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 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: APRIL 18, 2023

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

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

Proclamation: Mayors' Monarch Pledge

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Financial Reports for the City and/or the EDC

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Monthly Financial Report - February 2023 Overview	Monthly Financial Report - February 2023 Overview.pdf
2.	Monthly Financial Report - February 2023 Detail	Monthly Financial Report - February 2023 Detail.pdf



**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended February 2023
EXECUTIVE OVERVIEW**

TO Mayor and Members of City Council
Darrell Hull, City Manager

FROM Finance Director

DATE April 14, 2023

SUBJECT Monthly Financial Report for February 2023

Below is an overview of the monthly financial results for the current fiscal year through February. Detail schedules for each fund are attached for your review.

Results through February represent 41.7% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date \$5,035,847; 92.4% of total budget; prior year receipts through February were 94.4% of total
- ◊ Sales tax revenues received year-to-date \$543,159; 27.3% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through February were \$462,571; 25.7% of budget
- ◊ General Fund expenditures year-to-date \$3,518,585; 34.3% of total budget
- ◊ Fund Balance year-to-date is \$5,316,648; 184 days of total budgeted expenditures and transfers out; revenues are ahead of spending for the fiscal year therefore fund balance is more than the projected fund balance for year-end of \$2,673,737 or 93 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ Water service sales year-to-date \$1,050,085; 43.4% of budget
- ◊ Sewer service sales year-to-date \$709,668; 44.2% of budget
- ◊ Utility Billing and Operations expenditures year-to-date \$1,206,938; 38.8% of total budget
- ◊ Working Capital year-to-date is \$ 3,933,674; 316 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 299 days

STORMWATER FUND (07)

- ◊ Drainage fees year-to-date \$113,857; 42.4% of budget
- ◊ Stormwater Fund expenditures year-to-date \$3,293; 1.6% of total budget
- ◊ Working Capital year-to-date is \$691,609; 1,201 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,093 days

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date \$171,866; 28.0% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through February were \$143,718; 27.9% of budget
- ◊ Rental fees for the Shopping Center year-to-date \$126,405; 43.1% of total budget
- ◊ EDC Operations expenditures year-to-date \$135,585; 23.2% of total budget; includes \$52,397 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date \$36,457; 55.2% of total budget; \$14,857 of total expenditures was for insurance costs which are paid in October
- ◊ Fund Balance year-to-date is \$1,692,157; 681 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 632 days

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
GENERAL FUND REVENUES									
Property Taxes	\$ 5,043,042	\$ 522,635	\$ 4,760,598	94.4%	\$ 5,452,751	\$ 557,183	\$ 5,035,847	92.4%	\$ 416,904
Sales Taxes	1,800,010	182,926	462,571	25.7%	1,991,717	188,378	543,159	27.3%	1,448,558
Grants and Contributions	38,331	23,005	23,505	61.3%	895,000	16,377	56,816	6.3%	838,184
Licenses and Permits	246,250	33,809	205,301	83.4%	354,928	37,182	137,542	38.8%	217,386
Fines and Fees	134,024	14,520	50,636	37.8%	144,066	16,012	73,028	50.7%	71,038
Charges for Services	231,247	21,439	95,711	41.4%	307,250	(3,187)	74,835	24.4%	232,415
Intergovernmental	164,928	27,326	38,326	23.2%	161,590	-	27,065	16.7%	134,525
All Other Revenues	90,042	2,447	5,827	6.5%	41,676	12,018	47,887	114.9%	(6,211)
Total General Fund Revenues	7,747,874	828,107	5,642,475	72.8%	9,348,978	823,963	5,996,179	64.1%	3,352,799
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	195,840	17,920	84,272	43.0%	327,672	17,372	82,461	25.2%	245,211
Mayor/Council - Dept 02	198,138	16,820	73,450	37.1%	185,500	(18,037)	26,256	14.2%	159,244
City Secretary - Dept 03	51,588	1,702	21,951	42.6%	168,463	4,765	26,957	16.0%	141,506
Municipal Court - Dept 04	117,284	8,771	46,037	39.3%	182,373	13,183	61,375	33.7%	120,998
Human Resources - Dept 05	143,453	10,456	55,570	38.7%	186,406	22,943	65,931	35.4%	120,475
Finance - Dept 07	442,726	24,688	183,106	41.4%	511,396	(38,680)	93,643	18.3%	417,753
Police - Dept 09	3,020,391	203,565	1,236,594	40.9%	3,483,034	253,668	1,457,757	41.9%	2,025,277
Fire - Dept 10	2,418,117	193,801	958,367	39.6%	3,522,918	185,619	1,025,777	29.1%	2,497,141
Community Development - Dept 12	504,425	22,145	150,031	29.7%	653,505	41,596	157,477	24.1%	496,028
Senior Citizen Center - Dept 16	29,129	3,087	10,615	36.4%	57,716	3,166	16,417	28.4%	41,299
Library - Dept 17	238,947	16,858	95,059	39.8%	365,199	26,969	142,365	39.0%	222,834
Non Departmental - Dept 90	534,652	(92,482)	188,414	35.2%	622,577	13,937	362,169	58.2%	260,408
Total General Fund Expenditures	7,894,690	427,331	3,103,466	39.3%	10,266,759	526,501	3,518,585	34.3%	6,748,174
Revenues Over (Under) Expenditures	(146,816)	400,776	2,539,009		(917,781)	297,462	2,477,594		
Transfers In	301,356	48,273	241,367	80.1%	1,193,374	48,273	241,367	20.2%	952,007
Transfers (Out)	0	(125,681)	(186,521)	0.0%	(275,593)	(15,210)	(76,050)	27.6%	(199,543)
Net Change in Fund Balance	154,540	323,368	2,593,855		-	330,525	2,642,911		
Beginning Fund Balance - October 1	2,519,197		2,519,197		2,673,737		2,673,737		
Ending Fund Balance - year-to-date	\$ 2,673,737		\$ 5,113,052		\$ 2,673,737		\$ 5,316,648		
Average Daily Annual Expenditures	\$ 21,629				\$ 28,883				
Days of Fund Balance	124		236		93		184		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

UTILITY FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Stormwater Utility Fund (07)									
Stormwater Utility Fund Revenues	\$ 248,105	\$ 22,521	\$ 111,490	44.9%	\$ 269,688	\$ 25,271	\$ 124,579	46.2%	\$ 145,109
Stormwater Utility Fund Expenditures	75,357	890	7,936	10.5%	210,221	-	3,293	1.6%	206,928
Revenues Over (Under) Expenditures	172,748	21,631	103,554		59,467	25,271	121,286		
Beginning Working Capital - October 1	397,575		397,575		570,323		570,323		
Ending Working Capital - year-to-date	<u>\$ 570,323</u>		<u>\$ 501,129</u>		<u>\$ 629,790</u>		<u>\$ 691,609</u>		
Average Daily Annual Expenditures	\$ 206				\$ 576				
Days of Working Capital	2,762		2,427		1,093		1,201		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	\$ 4,200,608	\$ 414,201	\$ 1,854,657	0.0%	\$ 4,359,179	\$ 391,848	\$ 2,007,959	46.1%	\$ 2,351,220
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	1,449,745	87,260	380,786	26.3%	1,630,355	17,134	482,939	29.6%	1,147,416
Operations - Dept 02	1,475,336	88,814	617,420	41.8%	1,479,759	100,393	723,999	48.9%	755,760
Debt Service - Dept 03	295,215	272,384	272,384	92.3%	293,930	276,243	276,243	94.0%	17,687
Capital Projects - Dept 04	10,640	645	3,450	32.4%	448,800	-	28,600	6.4%	420,200
Non Departmental - Dept 90	872,359	70,173	370,169	42.4%	697,279	70,438	370,066	53.1%	327,213
Total Water/Sewer Fund Expenditures	4,103,295	519,276	1,644,209	40.1%	4,550,123	464,208	1,881,847	41.4%	2,668,276
Revenues Over (Under) Expenditures	97,313	(105,075)	210,448		(190,944)	(72,360)	126,112		
Transfers In	187,525	-	62,508	33.3%	187,525	15,627	78,135	41.7%	109,390
Net Change in Fund Balance	284,838	(105,075)	272,956		(3,419)	(56,733)	204,247		
Beginning Working Capital - October 1	3,444,589		3,444,589		3,729,427		3,729,427		
Ending Working Capital - year-to-date	<u>\$ 3,729,427</u>		<u>\$ 3,717,545</u>		<u>\$ 3,726,008</u>		<u>\$ 3,933,674</u>		
Average Daily Annual Expenditures	\$ 11,242				\$ 12,466				
Days of Working Capital	332		331		299		316		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	\$ 61,016	\$ 9,503	\$ 43,650	71.5%	\$ 60,100	\$ 2,419	\$ 10,941	18.2%	\$ 49,159
Water Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	61,016	9,503	43,650		10,100	2,419	10,941		
Transfers (Out)	0	-	-	0.0%	(30,000)	-	-	0.0%	(30,000)
Net Change in Fund Balance	61,016	9,503	43,650		(19,900)	2,419	10,941		
Beginning Fund Balance - October 1	48,259		48,259		109,275		109,275		
Ending Fund Balance - year-to-date	<u>\$ 109,275</u>		<u>\$ 91,909</u>		<u>\$ 89,375</u>		<u>\$ 120,216</u>		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	\$ 74,170	\$ 12,868	\$ 56,093	75.6%	\$ 70,600	\$ 249	\$ 9,200	13.0%	\$ 61,400
Fund 62 Sewer Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	74,170	12,868	56,093		20,600	249	9,200		
Transfers (Out)	(60,000)	(5,000)	(25,000)	41.7%	(60,000)	(5,000)	(25,000)	41.7%	(35,000)
Net Change in Fund Balance	14,170	7,868	31,093		(39,400)	(4,751)	(15,800)		
Beginning Fund Balance - October 1	170,067		170,067		184,237		184,237		
Ending Fund Balance - year-to-date	<u>\$ 184,237</u>		<u>\$ 201,160</u>		<u>\$ 144,837</u>		<u>\$ 168,437</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	\$ 1,789,334	\$ 173,942	\$ 1,586,410	88.7%	\$ 1,472,427	\$ 187,504	\$ 1,686,349	114.5%	\$ (213,922)
Debt Service Fund Expenditures	1,669,234	722,765	1,538,712	92.2%	1,672,427	734,327	1,175,262	70.3%	497,165
Revenues Over (Under) Expenditures	120,100	(548,823)	47,698		(200,000)	(546,823)	511,087		
Beginning Fund Balance - October 1	687,654		687,654		807,754		807,754		
Ending Fund Balance - year-to-date	807,754		735,352		607,754		1,318,841		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

CAPITAL PROJECT FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Projects Fund (04)									
Capital Projects Fund Revenues	\$ 100,566	\$ 10,585	\$ 48,685	48.4%	\$ 86,711	\$ 10,193	\$ 49,498	57.1%	\$ 37,213
Capital Projects Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	100,566	10,585	48,685		86,711	10,193	49,498		
Transfers (Out)	(106,501)	-	-	0.0%	(104,800)	-	-	0.0%	(104,800)
Net Change in Fund Balance	(5,935)	10,585	48,685		(18,089)	10,193	49,498		
Beginning Fund Balance - October 1	147,087		147,087		141,152		141,152		
Ending Fund Balance - year-to-date	<u>\$ 141,152</u>		<u>\$ 195,772</u>		<u>\$ 123,063</u>		<u>\$ 190,650</u>		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	\$ 6,041,045	\$ 401	\$ 6,016,591	99.6%	\$ 24,000	\$ 231,263	\$ 281,218	1171.7%	\$ (257,218)
Capital Bond Fund Expenditures	307,666	-	40,671	13.2%	4,300,000	794,274	1,049,593	24.4%	3,250,407
Revenues Over (Under) Expenditures	5,733,379	401	5,975,920		(4,276,000)	(563,011)	(768,375)		
Beginning Fund Balance - October 1	2,170,389		2,170,389		7,903,768		7,903,768		
Ending Fund Balance - year-to-date	<u>\$ 7,903,768</u>		<u>\$ 8,146,309</u>		<u>\$ 3,627,768</u>		<u>\$ 7,135,393</u>		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	\$ 49,312	\$ 7,233	\$ 38,662	78.4%	\$ 52,280	\$ 2,147	\$ 11,172	21.4%	\$ 41,108
Park Dedication Fund Expenditures	125	-	125	100.0%	220,195	-	-	0.0%	220,195
Revenues Over (Under) Expenditures	49,187	7,233	38,537		(167,915)	2,147	11,172		
Beginning Fund Balance - October 1	648,018		648,018		697,205		697,205		
Ending Fund Balance - year-to-date	<u>\$ 697,205</u>		<u>\$ 686,555</u>		<u>\$ 529,290</u>		<u>\$ 708,377</u>		
Library Building Fund (32)									
Library Building Fund Revenues	\$ 283	\$ 15	\$ 50	17.7%	\$ 0	\$ 15	\$ 61	0.0%	\$ (61)
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	283	15	50		0	15	61		
Beginning Fund Balance - October 1	(2,267)		(2,267)		(1,984)		(1,984)		
Ending Fund Balance - year-to-date	<u>\$ (1,984)</u>		<u>\$ (2,217)</u>		<u>\$ (1,984)</u>		<u>\$ (1,923)</u>		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	\$ 115,507	\$ 14,392	\$ 80,960	70.1%	\$ 100,300	\$ 2,894	\$ 14,479	14.4%	\$ 85,821
Roadway Impact Fee Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	115,507	14,392	80,960		100,300	2,894	14,479		
Transfers (Out)	(137,525)	(10,627)	(53,135)	38.6%	(107,525)	(21,460)	(107,302)	99.8%	(223)
Net Change in Fund Balance	(22,018)	3,765	27,825		(7,225)	(18,566)	(92,823)		
Beginning Fund Balance - October 1	643,859		643,859		621,841		621,841		
Ending Fund Balance - year-to-date	<u>\$ 621,841</u>		<u>\$ 671,684</u>		<u>\$ 614,616</u>		<u>\$ 529,018</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

SPECIAL REVENUE FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
TIF #1 New Hope Fund (21)									
TIF #1 New Hope Fund Revenues	\$ 62,536	\$ -	\$ 83	0.1%	\$ 68,488	\$ 138	\$ 637	0.9%	\$ 67,851
TIF #1 New Hope Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	62,536	-	83		68,488	138	637		
Transfers In	147,938	-	-	0.0%	165,593	10,833	54,166	32.7%	111,427
Net Change in Fund Balance	210,474	-	83		234,081	10,971	54,803		
Beginning Fund Balance - October 1	(231,687)		(231,687)		(21,213)		(21,213)		
Ending Fund Balance - year-to-date	\$ (21,213)		\$ (231,604)		\$ 212,868		\$ 33,590		
Hotel/Motel Tax Fund (30)									
Hotel/Motel Tax Fund Revenues	\$ 12,214	\$ -	\$ 3,975	32.5%	\$ 9,120	\$ 2,152	\$ 11,341	124.4%	\$ (2,221)
Hotel/Motel Tax Fund Expenditures	0	-	-	0.0%	20,000	-	-	0.0%	20,000
Revenues Over (Under) Expenditures	12,214	-	3,975		(10,880)	2,152	11,341		
Beginning Fund Balance - October 1	29,562		29,562		41,776		41,776		
Ending Fund Balance - year-to-date	\$ 41,776		\$ 33,537		\$ 30,896		\$ 53,117		
Police Seizure Fund (31)									
Police Seizure Fund Revenues	\$ 12,975	\$ -	\$ 1,100	8.5%	\$ 1,403	\$ 5	\$ 27	1.9%	\$ 1,376
Police Seizure Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	12,975	-	1,100		(10,597)	5	27		
Beginning Fund Balance - October 1	663		663		13,638		13,638		
Ending Fund Balance - year-to-date	\$ 13,638		\$ 1,763		\$ 3,041		\$ 13,665		
LEOSE Fund (34)									
LEOSE Fund Revenues	\$ 1,411	\$ 1,411	\$ 1,411	100.0%	\$ 1,747	\$ 1	\$ 7	0.4%	\$ 1,740
LEOSE Fund Expenditures	2,307	-	-	0.0%	1,747	175	175	10.0%	1,572
Revenues Over (Under) Expenditures	(896)	1,411	1,411		0	(174)	(168)		
Beginning Fund Balance - October 1	1,886		1,886		990		990		
Ending Fund Balance - year-to-date	\$ 990		\$ 3,297		\$ 990		\$ 822		
Disaster Recovery Fund (35)									
Disaster Recovery Fund Revenues	\$ 141,076	\$ -	\$ -	0.0%	\$ 1,955,000	\$ 2,718	\$ 17,669	0.9%	\$ 1,937,331
Disaster Recovery Fund Expenditures	136,013	-	-	0.0%	1,955,000	-	177,452	9.1%	1,777,548
Revenues Over (Under) Expenditures	5,063	-	-		0	2,718	(159,783)		
Beginning Fund Balance - October 1	-		-		5,063		5,063		
Ending Fund Balance - year-to-date	\$ 5,063		\$ -		\$ 5,063		\$ (154,720)		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

OTHER FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Replacement Fund (05)									
Capital Replacement Fund Revenues	\$ 241,555	\$ 20,829	\$ 96,794	40.1%	\$ 153,400	\$ 20,261	\$ 157,069	102.4%	\$ (3,669)
Capital Replacement Fund Expenditures	170,117	14,392	74,529	43.8%	167,153	10,811	55,669	33.3%	111,484
Revenues Over (Under) Expenditures	71,438	6,437	22,265		(13,753)	9,450	101,400		
Beginning Fund Balance - October 1	36,503		36,503		107,941		107,941		
Ending Fund Balance - year-to-date	<u>\$ 107,941</u>		<u>\$ 58,768</u>		<u>\$ 94,188</u>		<u>\$ 209,341</u>		
Court Security Fund (12)									
Court Security Fund Revenues	\$ 3,731	\$ 338	\$ 1,251	33.5%	\$ 2,950	\$ 422	\$ 1,874	63.5%	\$ 1,076
Court Security Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	3,731	338	1,251		(9,050)	422	1,874		
Beginning Fund Balance - October 1	25,248		25,248		28,979		28,979		
Ending Fund Balance - year-to-date	<u>\$ 28,979</u>		<u>\$ 26,499</u>		<u>\$ 19,929</u>		<u>\$ 30,853</u>		
Court Technology Fund (16)									
Court Technology Fund Revenues	\$ 3,148	\$ 293	\$ 1,084	34.4%	\$ 2,040	\$ 357	\$ 1,493	73.2%	\$ 547
Court Technology Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	3,148	293	1,084		2,040	357	1,493		
Beginning Fund Balance - October 1	14,332		14,332		17,480		17,480		
Ending Fund Balance - year-to-date	<u>\$ 17,480</u>		<u>\$ 15,416</u>		<u>\$ 19,520</u>		<u>\$ 18,973</u>		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	\$ 896,819	\$ 130,941	\$ 386,238	43.1%	\$ 901,630	\$ 168,261	\$ 416,816	46.2%	\$ 484,814
Street Improvement Fund Expenditures	717,094	85,313	335,635	46.8%	869,603	86,524	326,392	37.5%	543,211
Revenues Over (Under) Expenditures	179,725	45,628	50,603		32,027	81,737	90,424		
Transfers In	19,995	-	-	0.0%	252,558	-	-	0.0%	252,558
Transfers (Out)	(64,067)	27,857	15,476	-24.2%	(151,797)	27,857	15,476	-10.2%	(167,273)
Net Change in Fund Balance	135,653	73,485	66,079		132,788	109,594	105,900		
Beginning Fund Balance - October 1	262,500		262,500		398,153		398,153		
Ending Fund Balance - year-to-date	<u>\$ 398,153</u>		<u>\$ 328,579</u>		<u>\$ 530,941</u>		<u>\$ 504,053</u>		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	\$ 455	\$ 64	\$ 230	50.5%	\$ 525	\$ 84	\$ 206	39.2%	\$ 319
Juvenile Case Manager Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	455	64	230		525	84	206		
Beginning Fund Balance - October 1	8,123		8,123		8,578		8,578		
Ending Fund Balance - year-to-date	<u>\$ 8,578</u>		<u>\$ 8,353</u>		<u>\$ 9,103</u>		<u>\$ 8,784</u>		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	\$ 18,663	\$ 2	\$ 6	0.0%	\$ 120	\$ 47	\$ 181	150.8%	\$ (61)
Park Rec/Donation Fund Expenditures	18,663	-	-	0.0%	33,070	-	-	0.0%	33,070
Revenues Over (Under) Expenditures	0	2	6		(32,950)	47	181		
Beginning Fund Balance - October 1	(244)		(244)		(244)		(244)		
Ending Fund Balance - year-to-date	<u>\$ (244)</u>		<u>\$ (238)</u>		<u>\$ (33,194)</u>		<u>\$ (63)</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

OTHER FUNDS - continued									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	\$ 222	\$ 4	\$ 12	5.4%	\$ 300	\$ 97	\$ 528	176.0%	\$ (228)
Tree Restoration Fund Expenditures	0	-	-	0.0%	30,000	-	-	0.0%	30,000
Revenues Over (Under) Expenditures	222	4	12		(29,700)	97	528		
Beginning Fund Balance - October 1	71,054		71,054		71,276		71,276		
Ending Fund Balance - year-to-date	<u>\$ 71,276</u>		<u>\$ 71,066</u>		<u>\$ 41,576</u>		<u>\$ 71,804</u>		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	\$ 6	\$ -	\$ -	0.0%	\$ 4	\$ 3	\$ 15	375.0%	\$ (11)
Unclaimed Property Fund Expenditures	0	-	-	0.0%	20	-	-	0.0%	20
Revenues Over (Under) Expenditures	6	-	-		(16)	3	15		
Transfers (Out)	0	-	-	0.0%	(1,900)	-	-	0.0%	(1,900)
Net Change in Fund Balance	6	-	-		(1,916)	3	15		
Beginning Fund Balance - October 1	303		303		309		309		
Ending Fund Balance - year-to-date	<u>\$ 309</u>		<u>\$ 303</u>		<u>\$ (1,607)</u>		<u>\$ 324</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended February 2023

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year (estimated)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	\$ 952,729	\$ 84,003	\$ 280,307	29.4%	\$ 1,019,621	\$ 93,447	\$ 328,867	32.3%	\$ 690,754
EDC Fund Expenditures									
Operations Expenditures	268,590	12,213	78,879	29.4%	583,292	13,929	135,585	23.2%	447,707
Debt Service Expenditures	309,442	135,706	172,855	55.9%	314,347	-	35,991	11.4%	278,356
Town Shopping Center Expenditures	55,067	5,012	33,824	61.4%	66,089	2,512	36,457	55.2%	29,632
Total EDC Fund Expenditures	633,099	152,931	285,558	45.1%	963,728	16,441	208,033	21.6%	755,695
Revenues Over (Under) Expenditures	319,630	(68,928)	(5,251)		55,893	77,006	120,834		
Transfers (Out)	0	-	-	0.0%	(56,124)	-	-	0.0%	(56,124)
Net Change in Fund Balance	319,630	(68,928)	(5,251)		(231)	77,006	120,834		
Beginning Fund Balance - October 1	1,251,693		1,251,693		1,571,323		1,571,323		
Ending Fund Balance - year-to-date	\$ 1,571,323		\$ 1,246,442		\$ 1,571,092		\$ 1,692,157		
Average Daily Annual Expenditures	\$ 1,735				\$ 2,487				
Days of Fund Balance	906		719		632		681		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 393	\$ 6	\$ 21	5.3%	\$ 1,500	\$ 171	\$ 934	62.3%	\$ 566
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	393	6	21		1,500	171	934		
Beginning Fund Balance - October 1	125,724		125,724		126,117		126,117		
Ending Fund Balance - year-to-date	\$ 126,117		\$ 125,745		\$ 127,617		\$ 127,051		



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.

SUBJECT

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.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.D.

SUBJECT

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.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 18, 2023

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

SUBJECT

Approval of the minutes from the March 21, 2023 Regular Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2023.03.21 City Council Minutes DRAFT	2023.03.21 City Council Minutes DRAFT.docx
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | MARCH 21, 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.

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

A. ROLL CALL

PRESENT: Mayor Jan Joplin; Rockie Gilley, Place 1; Brad Horton, Place 2; Kenneth Michels, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **ABSENT:** none; **STAFF:** City Manager Darrell Hull, Director of Human Resources and Administrative Services Caroline Green, Police Chief Michael Holguin, Fire Chief James Brown City Secretary Raeanne Byington, Interim Finance Director Tanisha Sherman, Courts Administrator Bertha Vindel, Library Director Elizabeth Partridge, City Attorney Carvan Adkins; **CONSULTANTS:** Adrew Franco of Freese & Nichols and Max Aransen of Shield Engineering.

III.B.2. and III.B.3. moved here at 5:33 pm.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Parks Update

Fund has about \$700,000 with \$150,000 budgeted for Splash Pad. Ask that Park Board come up with list of priorities on what should be done first, which parks, and their suggestions.

2. Freese and Nichols Sewer Study Update.

Andrew Franco with Freese & Nichols gave update on Basin B, phase 1. Council agreed to take project in phases

Mayor Joplin recessed into Executive Session at 6:31 pm.

Mayor Joplin called back into Work Session at 7:51pm.

3. Uniform Development Code revision discussion.

Community Development Director Nathan Gonzales provided an update on the UDC. Council expressed gratitude to Nathan for all of his work in looking at and giving potential amendment options to them.

Work session closed at 8:00 pm.

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

III. REGULAR SESSION

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

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

Councilman Horton lead the invocation.

Councilman 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. (Moved to 7:51 pm) Recognition from The Salvation Army for participating in the Red Kettle Challenge.

Mayor Joplin accepted a certificate from Konstantin Maslenikkov for the City of Kennedale's highest donation to the Salvation Army to date for Red Kettle Challenge of \$1127.95.

2. (moved to beginning) Swearing in Ceremony: Chief Michael Holguin presented and Officers Bridget Miranda and Garyth Rawls took the Oath of Honor.

3. (moved to beginning) Pinning ceremony for: Chief James Brown presented Firefighter Paramedics Steven Howery and Austin Landry with shields and they took their oath.

4. Updates from members of the Kennedale City Council

Councilman Connor attended TML Conference in San Antonio, TX. He has been out and about talking with people in the community.

Councilman Degenhart did not have an update.

Councilman Michels attended coffee chat at Chamber of Commerce and Chamber luncheon. Council provided lunch for the city employees and he attended the ribbon cutting at Daquiri Domain. Reminded everyone of the Texas Trash Off on April 15th.

Councilman Horton attended the Rotary Club meeting, RF Patterson Site base committee, KHS Open House, Chamber of Commerce luncheon, and participate in the city lunch for employees.

Councilman Gilley met with County Judge O'Hare about working with County and Kennedale history. Met with the Small Business Development Center at TCC and hopes that small businesses will take advantage of their expertise.

5. Updates from the Mayor

Mayor Joplin talked further about the employee luncheon and felt that

everyone had a good time. She went to the Chamber luncheon and got to see a lady's dream come true to see the new fire engine. She reminded everyone to sign up for weather alerts. Reminded community to come see Country Music in the Park on 4/22/23.

6. Updates from the City Manager

City Manager Hull introduced Public Works Director Kristian Sugrim. Told everyone how to subscribe to the newsletter.

7. Financial Reports for the City and/or the EDC

Debbie Reed walked council through the financial reports and EDC financials 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.

1. Tamiko Sargent, 905 Shady Oaks Dr, spoke in favor of the City Council approving Juneteenth as a City Holiday.
2. Sara Johnson, Kennedale New Senior Outreach, spoke in agreement that Juneteenth should become a City of Kennedale holiday for employees. She also reminded everyone of the Country Music in the Park event on April 22, 2023 from 7-9pm.
3. Dustin Verona at 309 Autumnwood Ct in the Winding Creek Addition spoke about the concerns in the neighborhood behind Kennedale Junior High in regard to rain runoff and flooding and asked the City Council to look into the issue

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 February 21, 2023 Regular Meeting.
Motion: Approve with corrections to Degenhart's spelling of name and Michels name by Councilman James Connor, **Second:** Councilman Austin Degenhart. **Motion passed unanimously.**

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of the Little School Road Project from Freese & Nichols.
Chris Bosco of Freese & Nichols updated the Council on the project. **Motion to Approve:** Councilman James Connor. **Second:** Councilman Kenneth Michels. **Motion passed unanimously.**
2. Discussion and action regarding a rate adjustment to the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services, and action of an amendment to solid waste agreement regarding same.
Abel Moreno with Waste Connections spoke and said that they have decided to only propose 5% increase instead of the 10.9% increase. He asked to work on the new contract for 2024 with the City Manager and Council for 2024.

Motion Approve 5% increase: Councilman James Connor. **Second:** Councilman Kenneth Michels. **Motion passes 4 to 1.** Against: Councilman Rockie Gilley

3. Discussion and action to approve contractor Tejas Construction for water line project at 100 N. New Hope Road.

City Manager Hull stated the fund will come from the ARPA funds. Councilman Connor asked for the ARPA funds spreadsheet to see where money has been spent.

Motion to Approve: Councilman James Connor. **Second:** Councilman Kenneth Michels. **Motion passes unanimously.**

4. Approval of Budget Amendment to the FY 23 budget Ordinance.

Motion to Approve: Councilman James Connor. **Second:** Councilman Kenneth Michels. **Motion passes unanimously.**

5. Discussion and action designating the Juneteenth holiday as a City of Kennedale holiday.

HR Director Caroline Green read the proclamation from President Biden declaring Juneteenth a notional holiday in 2021. **Motion to Approve:** Councilman James Connor. **Second:** Councilman Kenneth Michels. **Motion passes unanimously.**

6. Discussion and approval of Park Dedication Ordinance. **TABLED.**

7. Discussion and approval of the sale of 6890 Hudson Village Creek Road.

After much discussion on this, the council decided that, since the property had been donated to the City by Mr. Wayne Winters, it was decided the sale price should only be \$1. **Motion to Approve sale for \$1:** Councilman Austin Degenhart. **Second:** Councilman Brad Horton. **Motion passes with 4; 1 abstaining:** Councilman James Connor.

F. PUBLIC HEARINGS

IV. EXECUTIVE SESSION

Mayor Joplin recessed at 9:17 pm for 5 minutes, then to Executive session.

Councilman Austin Degenhart left meeting at 10:07 pm.

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.

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

C. **PURSUANT TO §551.087** — (1) Deliberation regarding commercial or financial

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

1. Karmali Holdings.

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.*

1. City Manager Follow Up.

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

Mayor Joplin reconvened the meeting at 10:27 pm.

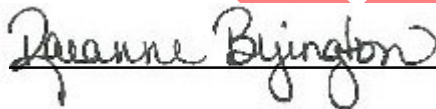
VI. ADJOURNMENT

Motion to Adjourn by Councilman James Connor. **Second:** Councilman Kenneth Michels. **Motion passes unanimously.**

Adjourned at 10:28 pm.

CERTIFICATION

I DO HEREBY CERTIFY THAT THE MARCH 21, 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: APRIL 13, 2023

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.A.

SUBJECT

PZ Case# 23-02: CONSIDER APPROVAL OF A PRELIMINARY PLAT FOR OF TRACTS 1D, 10, 10A, 10B, 10B01, 10C, 10C01, 10D, 10E OF THE RUSSELL JESSE SURVEY, ABSTRACT 1361 LOCATED AT 1220 MANSFIELD CARDINAL ROAD, KENNEDALE, TEXAS.

ORIGINATED BY: Nathan Gonzales

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Preliminary Plat
Applicant	Hansen Nemat
Location	1200 Mansfield Cardinal Rd, Kennedale, TX, 76060
Surrounding Uses	Commercial to the northeast, Residential to the east and south, Industrial to the west.
Surrounding Zoning	I Industrial zoning to the west; R-3 to the south; R-2 to the east; C-2 to the northeast
Future Land Use Plan Designation	Neighborhoods/Neighborhood Corridor
Staff Recommendation	Approve

STAFF REVIEW

The property is zoned R-4 Single Family Residential District. This development will create 11 new lots, 10 of which will serve as single family residences, with the remaining lot to serve for an on-site detention pond. This development also includes the addition of a new 50' ROW cul-de-sac, being Eden Court, providing access for the new residential lots. Staff has reviewed the preliminary plat and determined it is compliance with all requirements for the City.

The Planning and Zoning Commission conducted a public hearing on April 13, 2023, and recommended approval by a vote of 6-0.

RECOMMENDATION

Based on the review of the city's Comprehensive Plan and Future Land Use Plan, staff has found this development consistent with the adopted plans and recommends approval.

ACTION BY THE CITY COUNCIL:

Approval: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for preliminary plat.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for preliminary plat

with the following conditions [list conditions].

Deny: Based on the information presented, I find that the proposed preliminary plat does not meet [list standards or requirements not met] and make a motion to deny the request.

ATTACHMENTS: Preliminary Plat Application, Plat Survey, and Map.

City of Kennedale
Preliminary Plat Application

APPLICANT NAME: HANSEN NEMAT DATE: 10, 18, 2022

CURRENT LEGAL DESCRIPTION: 2.735 AC. Tract, B. Jopling Svy, Acat. 880

BEING PLATTED AS:

SUB-DIVISION NAME: MANFIELD Cardinal Addition

LOTS: 1-11 & 12-3 BLOCKS: 1 PHASES: 1

ACRES: 2.735 AC.

CURRENT ZONING: R4 PROPOSED ZONING: R4

PROJECT CONTACT INFORMATION

OWNER OF RECORD: RASOOL AGHLANI

ADDRESS: 13150 KETTLE CAMP DR PHONE: 469.682.3707

(mailing)
CITY: FRISCO STATE: TX ZIP: 75035

SURVEYOR: Peiser & Mankin Surveying, LLC // Timothy Mankin

ADDRESS: 1604 Hart Street PHONE: 817-481-1806x4

(mailing)
CITY: Southlake STATE: TX ZIP: 76092

ENGINEER: OKM ENGINEERING, INC. / SHOLA MOROHUNFOLA

ADDRESS: 811 E. 9TH STREET PHONE: 214-941-9412

(mailing)
CITY: DALLAS STATE: TX ZIP: 75203

DEVELOPER: HANSEN NEMAT

ADDRESS: 25 SHOREHAVEN LN PHONE: 469-688-9800

(mailing)
CITY: HICKORY CREEK STATE: TX ZIP: 75065

DESCRIPTION OF THE PROJECT FOR WHICH THE PLAT IS SOUGHT, INCLUDING PROPOSED LAND USES
AND THEIR LOCATIONS:

Who is the primary contact for this project?

All communication regarding this plat application will be made with the primary contact.

select only ONE primary contact.

Owner	Phone _____	Email _____
✓ Developer	Phone <u>469.688.9800</u>	Email <u>HNEMAT@YAHOO.COM</u>
Surveyor	Phone _____	Email _____
Engineer	Phone <u>214-941-9412</u>	Email <u>Sho1am@OKM-engineering.com</u>

APPLICANT SIGNATURE: <u>H. Nemat</u>	DATE: <u>10, 18, 2022</u>
OWNER SIGNATURE: <u>[Signature]</u>	DATE: <u>10/18/22</u>
SURVEYOR SIGNATURE: <u>[Signature]</u>	DATE: <u>09/08/2022</u>
ENGINEER SIGNATURE: <u>[Signature]</u>	DATE: <u>10/18/22</u>
DEVELOPER SIGNATURE: <u>H. Nemat</u>	DATE: <u>10, 18/2022</u>

The application packet shall include all documents listed below, and no preliminary plat will be reviewed
by the city until all required documents are submitted in a completed format and all fees have been paid.

If plans require resubmittal, you must schedule a meeting with the Public Works

Department to review the plan comments before resubmitting the plans for review

(1) **Preliminary plat application** (this document) – One copy shall be submitted. The application must include the
property owner's signature.

(2) **Preliminary plat drawing** – Six folded paper copies and a PDF version shall be submitted for review by city staff

The preliminary plat drawing shall contain required information listed in Section 26.12 of the Unified Development
Code (UDC). Plats shall also conform to the City of Kennedale Subdivision Design criteria contained in Article 15 of the

Kennedale UDC.

(3) **Taxes and liens paid certificates** – An official copy of the tax certificates for the property/properties to be platted must be submitted with your application. An official copy can be obtained from the Tarrant County tax assessor's office. NOTE: tax certificates are not available through the Tarrant Appraisal District or a sub-courthouse.

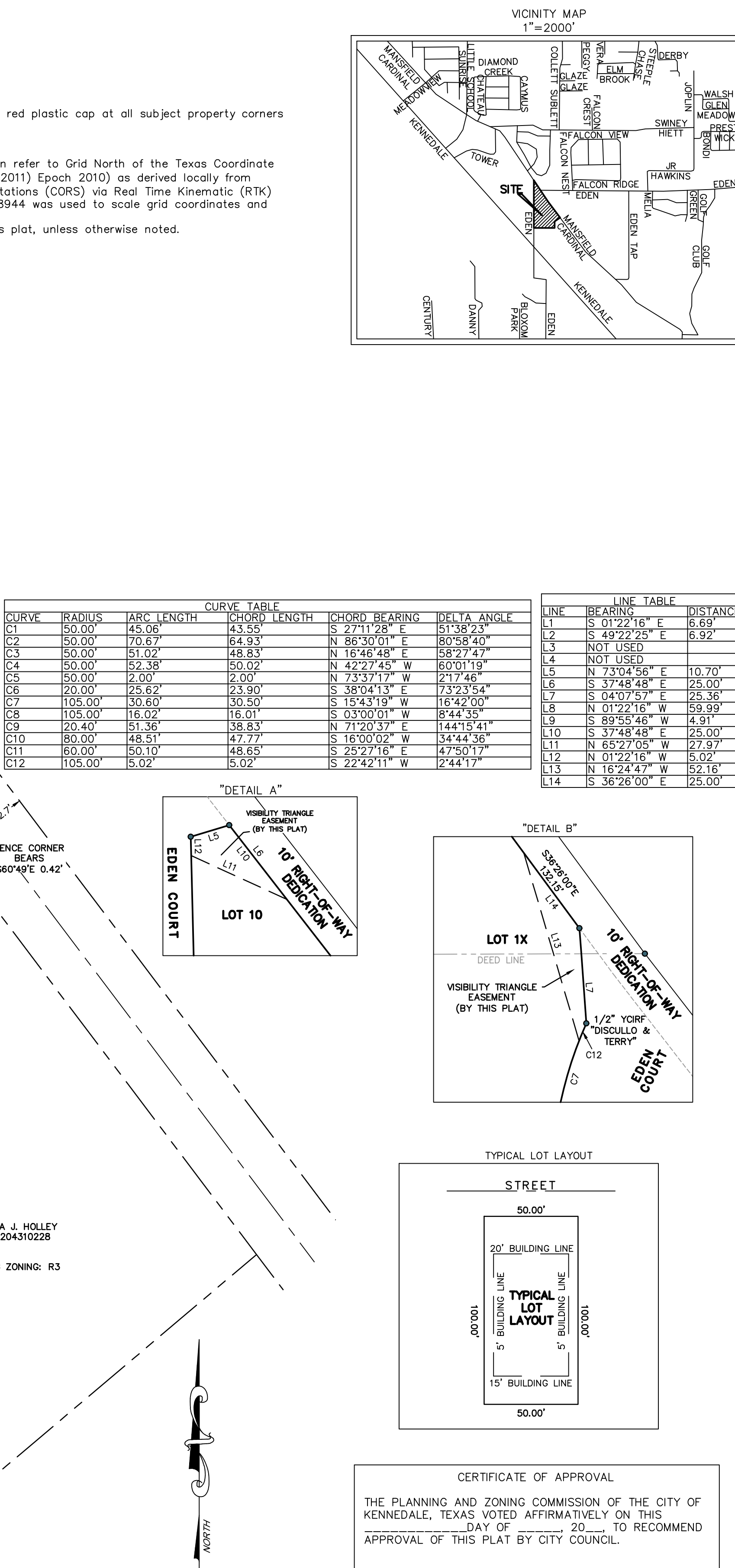
(4) **Preliminary Drainage Analysis** – The preliminary drainage study with engineering drawings shall conform to the requirements of Section 16.12 of the UDC. Sites with known drainage problems may have additional requirements for the study. Two paper copies and a PDF version of the drainage study should be submitted.

(5) **Preliminary Utility Layout** – The applicant or the applicant's engineer shall submit construction plans for all public improvements along with the final plat for approval by the city. The engineering drawings shall conform to the requirements of the design manual and shall be prepared and sealed by a registered professional engineer, licensed to practice in the state. Three (3) paper copies of the engineering/construction drawings and a PDF version shall be submitted.

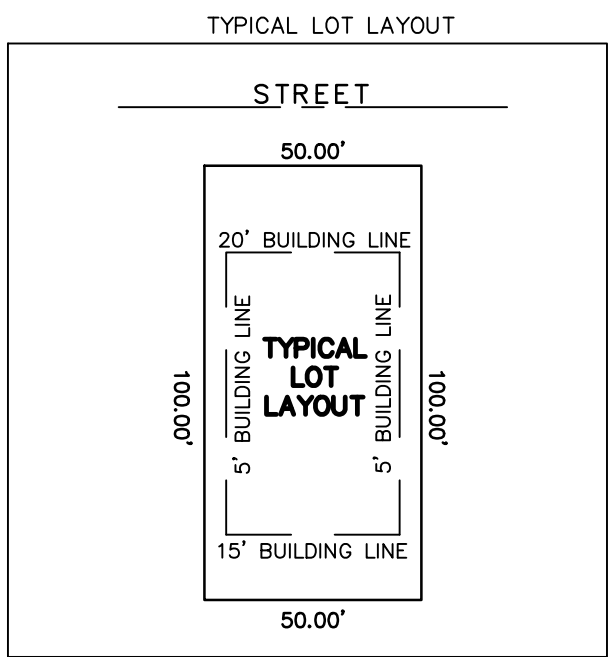
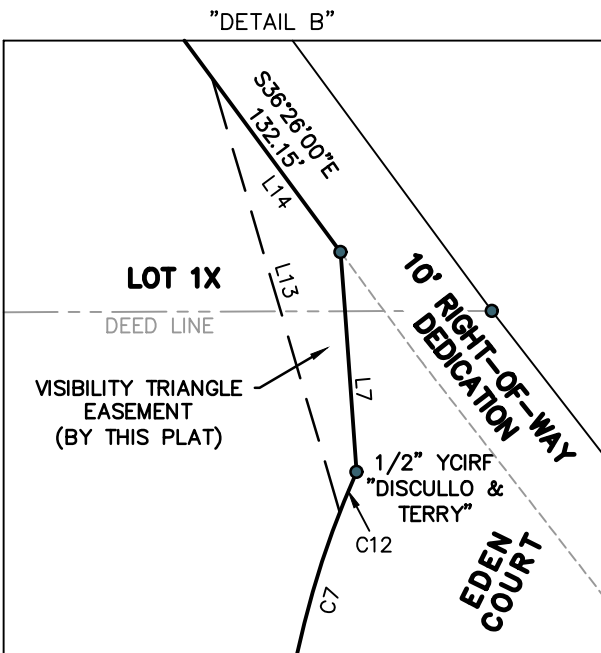
(6) **Description of proposed uses and layout.**

(7) **Tree Survey** – If a grading permit will be requested after preliminary plat approval (prior to final plat approval), a tree survey meeting the city's standards for a tree permit application is required (see Unified Development Code Article 20).

* NOTE: Plans (items 4 and 5 listed above) must have been already reviewed and approved by the Public Works Department before they are included with a plat application; plans that have not been approved will not be accepted. Plat applications submitted without approved plans will be considered incomplete.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°22'16" E	6.69'
L2	S 49°22'25" E	6.92'
L3	NOT USED	
L4	NOT USED	
L5	N 73°04'56" E	10.70'
L6	S 37°48'48" E	25.00'
L7	S 04°07'57" E	25.36'
L8	N 01°22'16" W	59.99'
L9	S 89°55'46" W	4.91'
L10	S 37°48'48" E	25.00'
L11	N 65°27'05" W	27.97'
L12	N 01°22'16" W	5.02'
L13	N 16°24'47" E	52.16'
L14	S 36°26'00" E	25.00'



CERTIFICATE OF APPROVAL

THE PLANNING AND ZONING COMMISSION OF THE CITY OF
KENNEDALE, TEXAS VOTED AFFIRMATIVELY ON THIS
_____ DAY OF _____, 20____, TO RECOMMEND
APPROVAL OF THIS PLAT BY CITY COUNCIL.

CHAIRMAN, PLANNING AND ZONING COMMISSION

ATTEST: SECRETARY, PLANNING AND ZONING COMMISSION

SURVEYOR:
PEISER & MANKIN SURVEYING
TIMOTHY MANKIN
817-481-1806
TMANKIN@PEISERSURVEYING.COM

OWNER/DEVELOPER:
RASOOL AGHILANI
MARJAN SIN
13150 KETTLE CAMP ROAD
FRISCO, TEXAS 75035

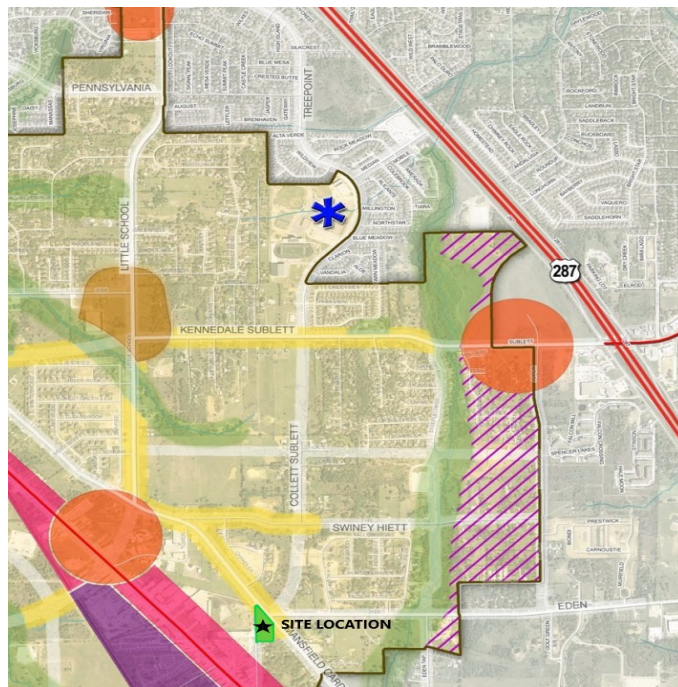
ENGINEER:
OKM ENGINEERING, INC.
SHOLA MOROHUNFOLA
817-657-7995
SHOLAM@OKM-ENGINEERING.COM

PREDEVELOPMENT MEETING
DATE: 03/22/2022

FLOOD CERTIFICATE
As determined by the FLOOD INSURANCE RATE MAPS for Tarrant County, the subject property Does Not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 9/25/2009 Community Panel No. 48439C0340K subject lot is located in Zone 'X'.
If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

PZ CASE 23-02 LOCATION MAP

1200 MANSFIELD CARDINAL RD



FUTURE LAND USE PLAN

CATEGORIES

Town Center	
Downtown Village	
Urban Village	
Urban Corridor	
Neighborhood Village	
Neighborhood Corridor	
Neighborhoods	
Employment Center	
Light Industrial District	
Park & Open Space	
Conservation Overlay	
Potential Commuter Train or Park & Ride Station	
Schools	

MEETING DATE: APRIL 13, 2023

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.B.

SUBJECT

PZ Case# 23-03: *CONSIDER APPROVAL OF A PROPOSED REPLAT OF LOT 3, BLOCK 2 OF THE OLIVERS ACRES ADDITION INTO LOT 3R, BLOCK 2, LOCATED AT 206 COLLETT SUBLETT ROAD, KENNEDALE, TEXAS.*

ORIGINATED BY Nathan Gonzales

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Replat
Applicant	Chris L. Blevins for owners Billy & Kristen Shaw
Location	206 Collett Sublett Rd, Kennedale, TX 76060
Surrounding Uses	Agricultural, Residential
Surrounding Zoning	AG Agricultural, R-1 Single Family, R-3 Single Family
Future Land Use Plan Designation	Neighborhoods
Staff Recommendation	Approve

STAFF REVIEW

The property is zoned AG Agricultural District. This replat will combine an existing lot with a lot to east recently purchased from the previous owner, Alex Alkhazshvily. This will create a single lot, just over 2 acres. Staff has reviewed the replat and determined it is compliance with all requirements for the City.

The Planning and Zoning Commission conducted a public hearing on April 13, 2023, and recommended approval by a vote of 6-0.

RECOMMENDATION

Based on the review of the city's Comprehensive Plan and Future Land Use Plan, staff has found this development consistent with the adopted plans and recommends approval.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for replat.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for replat with the following conditions [list conditions].

Deny: Based on the information presented, I find that the proposed replat does not meet [list standards or requirements not met] and make a motion to deny the request.

ATTACHMENTS: Replat Application, Plat Survey, and Map.

City of Kennedale Replat Application

APPLICANT NAME: Chris L. Blevins, R.P.L.S. DATE: 03/29/2023
CURRENT LEGAL DESCRIPTION: Lot 3, Block 2, Oliver Acres ACRES: 2.015
CURRENT ZONING: AG PROPOSED ZONING: AG
BEING PLATTED AS: SUBDIVISION NAME Oliver Acres
LOTS: Lot 3R BLOCKS: Block 2 PHASES: _____
PROPERTY ADDRESS: 206 Collett Sublett Road, Kennedale, TX 76060
APPLICANT ADDRESS, IF DIFFERENT FROM OWNER: _____

PROJECT CONTACT INFORMATION

OWNER OF RECORD: Billy Shaw & Kristen Shaw
ADDRESS: 206 Collett Sublett Road, Kennedale, TX 76060 PHONE: _____
(mailing)
CITY: Kennedale STATE: TX ZIP: 76060
SURVEYOR: Brittain & Crawford, LLC Chris L. Blevins, R.P.L.S.
ADDRESS: 3908 S. Freeway PHONE: 817-926-0211
(mailing)
CITY: Fort Worth STATE: TX ZIP: 76110
ENGINEER: _____
ADDRESS: _____ PHONE: _____
(mailing)
CITY: _____ STATE: _____ ZIP: _____
DEVELOPER: _____
ADDRESS: _____ PHONE: _____
(mailing)
CITY: _____ STATE: _____ ZIP: _____

Who is the primary contact for this project?

All communication regarding this plat application will be made with the primary contact.

Select only **ONE** primary contact.

- ☐ Owner Phone _____ Email _____
- ☐ Developer Phone _____ Email _____
- ☒ Surveyor Phone 817-926-0211 Email clb@brittain-crawford.com
- ☐ Engineer Phone _____ Email _____

DESCRIPTION OF THE PROJECT FOR WHICH THE PLAT IS SOUGHT, INCLUDING PROPOSED LAND USES AND THEIR LOCATIONS:

Replat to combine two portions of a platted Lot to create one platted Lot.

No further development proposed at this time.

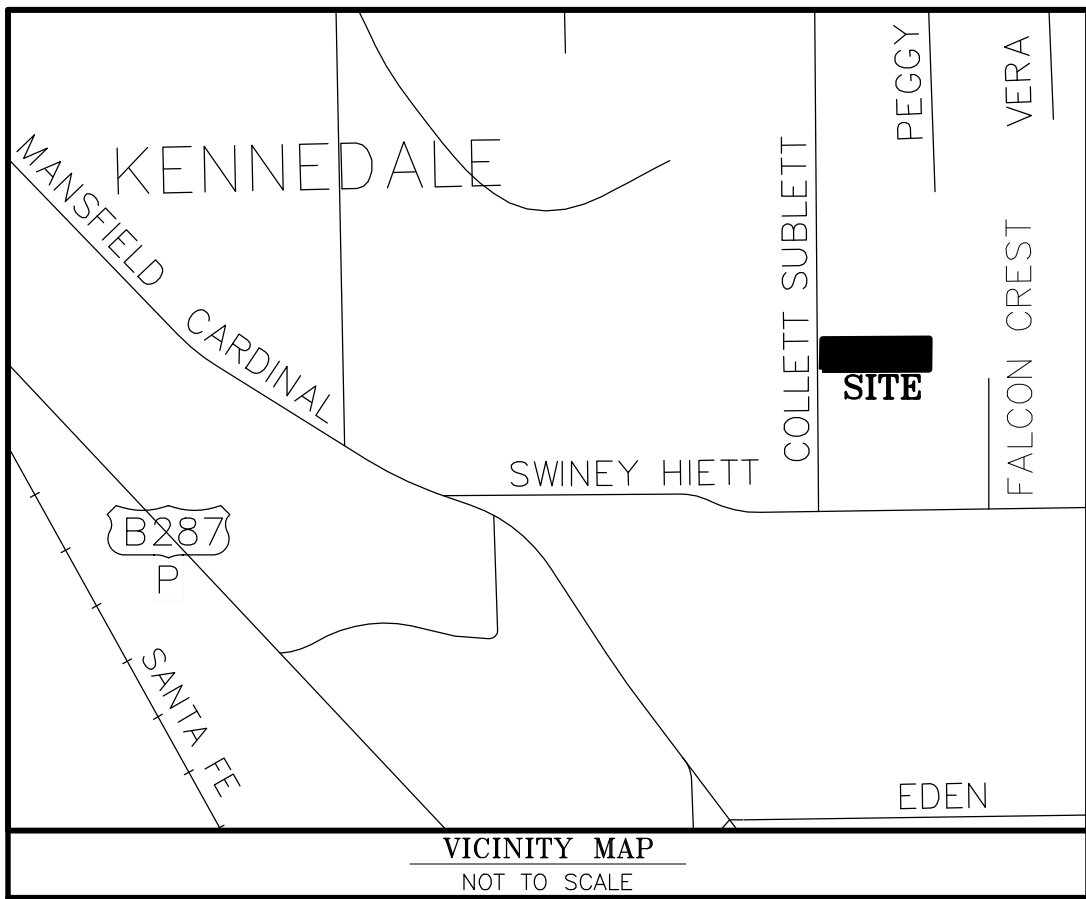
APPLICANT SIGNATURE: Chris L. Blum DATE: 03/20/2023

OWNER SIGNATURE: X Gusten Shaw DATE: 3/30/23

SURVEYOR SIGNATURE: Chris L. Blum DATE: 03/20/2023

ENGINEER SIGNATURE: _____ DATE: _____

DEVELOPER SIGNATURE: _____ DATE: _____



BEARING BASE:

THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS (NAD83 NORTH CENTRAL ZONE 4202) ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM SATELLITES, AND LOCAL CONTINUOUSLY OPERATING REFERENCE STATIONS.

FLOOD NOTE:

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48439C0340 K, MAP REVISED SEPTEMBER 25, 2009

**STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

That I, CHRIS L. BLEVINS, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

CHRIS L. BLEVINS
Registered Professional
Land Surveyor
State of Texas No. 5792

Date: 03/20/2023

Phone Number: (817) 926-0211



MAGNOLIA BUSINESS ENTERPRISES, LLC
CC# D217176099
O.P.R.T.C.T.

PORTION OF
LOT 3, BLOCK 2
OLIVER ACRES
VOL. 1383, PG. 586
D.R.T.C.T.

LOT 1R, BLOCK A
BOWERMAN ADDITION
CC# D212279531
O.P.R.T.C.T.

REMAINDER OF
ALEX AND DEBBIE
ALKHAZSVILLY
CC# D218141924
O.P.R.T.C.T.

PORTION OF
LOT 3, BLOCK 2
OLIVER ACRES
VOL. 1383, PG. 586
D.R.T.C.T.

30' WIDE PERMANENT PIPELINE EASEMENT
CC# D210035223
O.P.R.T.C.T.

TEMPORARY TURNAROUND
EASEMENT
CC# D217034675
O.P.R.T.C.T.

BEN JOPLING SURVEY
ABSTRACT NO. 980

BLOCK 1
FALCON CREST ESTATES
CC# D217034675
O.P.R.T.C.T.

LOT 4

LOT 6

LOT 7

MICHAEL MARK McCLURE AND
AMY KAY McCLURE
CC# D222099919
O.P.R.T.C.T.

LOT 4AR2, BLOCK 2
OLIVER ACRES
D222113173
O.P.R.T.C.T.

35' GAS EASEMENT
CC# D208445610
O.P.R.T.C.T.

7.5' WIDE UTILITY EASEMENT, CC# D217180187, O.P.R.T.C.T.

LOT 5AR1, BLOCK 2
OLIVER ACRES ADDITION
CC# D217180187
O.P.R.T.C.T.

LOT 5AR2, BLOCK 2
OLIVER ACRES ADDITION
CC# D217180187
O.P.R.T.C.T.

The Planning and Zoning Commission of the City of Kennedale, Texas voted affirmatively on this _____ day of _____, 2023, to recommend approval of this Plat by the City Council.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

The City Council of the City of Kennedale, Texas voted affirmatively on this _____ day of _____, 2023, to approve of this Plat for filing of record.

Mayor, City of Kennedale

Attest: City Secretary

SURVEYOR:

BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

TEL (817) 926-0211
FAX (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEBSITE: www.brittain-crawford.com

FIRM CERTIFICATION# 1019000

**STATE OF TEXAS
COUNTY OF TARRANT**

WHEREAS, **BILLY SHAW and wife, KRISTEN SHAW**, are the sole owners of two tracts of land situated in the J.M. LILLY SURVEY, Abstract No. 985, and the J.M. LILLY SURVEY, Abstract No. 980, City of Kennedale, Tarrant County, Texas, according to their respective deeds recorded in County Clerk's File No. D222132260 and D222241414, of the Official Public Records of Tarrant County, Texas.

LEGAL DESCRIPTION

BEING 2.015 acres of land situated in the J.M. LILLY SURVEY, Abstract No. 985, and the J.M. LILLY SURVEY, Abstract No. 980, City of Kennedale, Tarrant County, Texas, and being comprised of the two tracts of land conveyed to Billy Shaw and wife, Kristen Shaw, by the deeds recorded in County Clerk's File No. D222132260 and D222241414, of the Official Public Records of Tarrant County, Texas, and also being a portion of Lot 3, Block 2, Oliver Acres, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 1383, Page 586, of the Deed Records of Tarrant County, Texas. Said 2.015 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the Northwest corner of said Shaw Tract (D222132260) and the Southwest corner of a tract of land conveyed to Magnolia Business Enterprises, LLC, by the deed recorded in County Clerk's File No. D217176099, of the Official Public Records of Tarrant County, Texas, and said POINT OF BEGINNING lying in the East right-of-way line of Collett Sublet Road (a 60 foot wide public right-of-way);

THENCE N 89° 47' 18" E 555.21 feet, along the North boundary line of said Shaw Tracts and the South boundary line of said Magnolia Business Enterprises, LLC Tract, to a ½" iron rod marked "Brittain & Crawford" set at the Northeast corner of said Shaw Tract (D222241414);

THENCE S 00° 23' 11" W 158.28 feet, along the East boundary line of said Shaw Tract (D222241414) and severing a tract of land conveyed to Alex and Debbie Alkhazshvilly, by the deed recorded in County Clerk's File No. D218141924, of the Deed Records of Tarrant County, Texas, to a ½" iron rod marked "Brittain & Crawford" set at the Southeast corner of said Shaw Tract (D222241414), and said point lying in the North boundary line of Lot 4AR2, Block 2, Oliver Acres, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Instrument No. D222113173, of the Official Public Records of Tarrant County, Texas;

THENCE S 89° 52' 28" W 556.76 feet, along the South boundary line of said Shaw Tracts and the North boundary line of Lots 4AR2 and 4AR1, of the aforesaid Oliver Acres Addition (D222113173), to a ½" iron rod marked "Brittain & Crawford" set at the Southwest corner of said Shaw Tract (D222132260) and the Northwest corner of said Lot 4AR1, Oliver Acres (D222113173), and said point also lying in the East right-of-way line of the aforesaid Collett Sublet Road;

THENCE N 00° 57' 12" E 157.46 feet, along the West boundary line of said Shaw Tract (D222132260) and the East right-of-way line of said Collett Sublet Road, to the POINT OF BEGINNING containing 2.015 acres (87,763 square feet) of land.

KNOW ALL MEN BY THESE PRESENTS:

That, WE, **BILLY SHAW and wife, KRISTEN SHAW**, do hereby certify that we are the legal owners of the above described tract of land and do hereby designate the foregoing property as **LOT 3R, BLOCK 2, OLIVER ACRES**, an addition to the City of Kennedale, Tarrant County, Texas, and do hereby convey to the public for public use; the streets, alleys, rights-of-way, easements, and any other public areas shown on this plat.

WITNESS OUR HANDS at Kennedale, Tarrant County, Texas, this the _____ day of _____, 2023.

BILLY SHAW, OWNER

KRISTEN SHAW, OWNER

**STATE OF TEXAS
COUNTY OF TARRANT**

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared **BILLY SHAW**, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for Tarrant County, Texas

My commission expires: _____ / _____ / _____

**STATE OF TEXAS
COUNTY OF TARRANT**

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared **KRISTEN SHAW**, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for Tarrant County, Texas

My commission expires: _____ / _____ / _____

**REPLAT OF
LOT 3R, BLOCK 2
OLIVER ACRES ADDITION**

BEING A REVISION OF LOT 3, BLOCK 2, OLIVER ACRES ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 1383, PAGE 586 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS

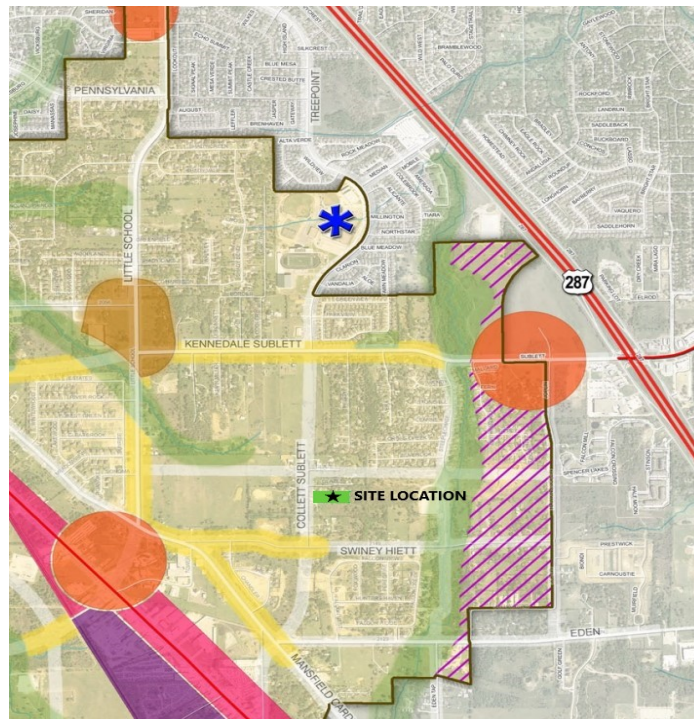
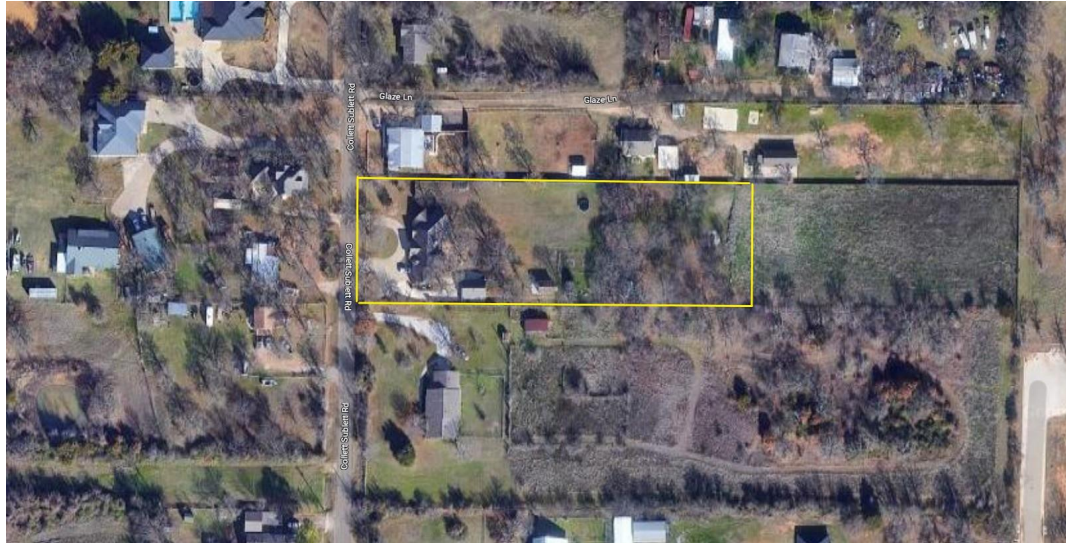
PREPARED: MARCH 2023
2.015 ACRES GROSS, 1 LOTS

THIS PLAT FILED IN INSTRUMENT No. _____, DATE _____.

SIN FIN #XXX

PZ CASE 23-03 LOCATION MAP

206 COLLETT SUBLETT RD



FUTURE LAND USE PLAN

CATEGORIES

Town Center	
Downtown Village	
Urban Village	
Urban Corridor	
Neighborhood Village	
Neighborhood Corridor	
Neighborhoods	
Employment Center	
Light Industrial District	
Park & Open Space	
Conservation Overlay	
Potential Commuter Train or Park & Ride Station	
Schools	



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.D.4.

SUBJECT

PZ Case# 23-04: *CONSIDER APPROVAL OF A PROPOSED REPLAT OF LOT 11, BLOCK A OF THE BOAZ' SUBDIVISION INTO LOTS 11R-2 & 11R-1, BLOCK A, LOCATED AT 608 MANSFIELD CARDINAL ROAD, KENNEDALE, TEXAS.*

ORIGINATED BY: Nathan Gonzales

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Replat
Applicant	Lucas Robinson
Location	608 Mansfield Cardinal Rd & 617 E Kennedale Parkway
Surrounding Uses	Residential, Commercial
Surrounding Zoning	C-2 Commercial to the west, R-3 Single Family Residential to the north and south, R-2 Single Family to the east
Future Land Use Plan Designation	Neighborhoods/Commercial
Staff Recommendation	Approve

STAFF REVIEW

The property at 608 Mansfield Cardinal is zoned R-3 Single Family Residential. The property at 617 E Kennedale Parkway is zoned C-2 Commercial District. Both properties will retain their existing zoning. This replat will combine a small sliver of land recently purchased by Robinson from the owner of 617 E Kennedale Parkway. This replat will also combine lots 11A, 11C, and 11A1 into a single lot at 617 E Kennedale Parkway. Staff has reviewed the replat and determined it is compliance with all requirements for the City.

The Planning and Zoning Commission conducted a public hearing on April 13, 2023, and recommended approval by a vote of 6-0.

STAFF RECOMMENDATION

Based on the review of the city's Comprehensive Plan and Future Land Use Plan, staff has found this development consistent with the adopted plans and recommends approval.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for replat.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for replat with the

following conditions [list conditions].

Deny: Based on the information presented, I find that the proposed replat does not meet [list standards or requirements not met] and make a motion to deny the request.

ATTACHMENTS: Replat Application, Plat Survey, and Map.

City of Kennedale Replat Application

APPLICANT NAME: Lucas Robinson DATE: 4/2/2023
CURRENT LEGAL DESCRIPTION: A portion of Lot 11, Boaz's Subdivision, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Vol. 1299, Pg. 6, P.R.T.C.T. ACRES: 3.229 Acres
CURRENT ZONING: R3 - Single Family Residential & C2 - General Commercial PROPOSED ZONING: R3 & C2
BEING PLATTED AS: SUBDIVISION NAME BOAZ'S SUBDIVISION
LOTS: LOTS 11R-1 AND 11R-2 BLOCKS: BLOCK 1 PHASES: N/A
PROPERTY ADDRESS: 608 Mansfield Cardinal Rd, Kennedale, TX & 617 Kennedale Pkwy, Kennedale, TX
APPLICANT ADDRESS, IF DIFFERENT FROM OWNER: _____

PROJECT CONTACT INFORMATION

OWNER OF RECORD: Lucas Robinson
ADDRESS: 608 Mansfield Cardinal Rd PHONE: 817-308-8122
(mailing)
CITY: Kennedale STATE: TX ZIP: 76060

SURVEYOR: TEXTERRA SURVEYING
ADDRESS: P.O. BOX 202165 PHONE: 817-235-7326
(mailing)
CITY: ARLINGTON STATE: TX ZIP: 76006

ENGINEER: _____
ADDRESS: _____ PHONE: _____
(mailing)
CITY: _____ STATE: _____ ZIP: _____

DEVELOPER: _____
ADDRESS: _____ PHONE: _____
(mailing)
CITY: _____ STATE: _____ ZIP: _____

Who is the primary contact for this project?

All communication regarding this plat application will be made with the primary contact.

Select only **ONE** primary contact.

- ☒ Owner Phone 817-308-8122 Email lucasjrobinson@gmail.com
- ☐ Developer Phone _____ Email _____
- ☐ Surveyor Phone _____ Email _____
- ☐ Engineer Phone _____ Email _____

DESCRIPTION OF THE PROJECT FOR WHICH THE PLAT IS SOUGHT, INCLUDING PROPOSED LAND USES AND THEIR LOCATIONS:

Purchased a section of lot 11-R-2 to be included in Lot 11R-1.

APPLICANT SIGNATURE:  DATE: 04/02/2023

OWNER SIGNATURE: _____ DATE: _____

SURVEYOR SIGNATURE:  DATE: 04/02/2023

ENGINEER SIGNATURE: _____ DATE: _____

DEVELOPER SIGNATURE: _____ DATE: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

THIS is to certify that I, Jose B. Najarro III, a Registered Professional Land Surveyor for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Jose B. Najarro III
Registered Professional Land Surveyor No. 6736
texterrasurveying@gmail.com
DATE:TBD

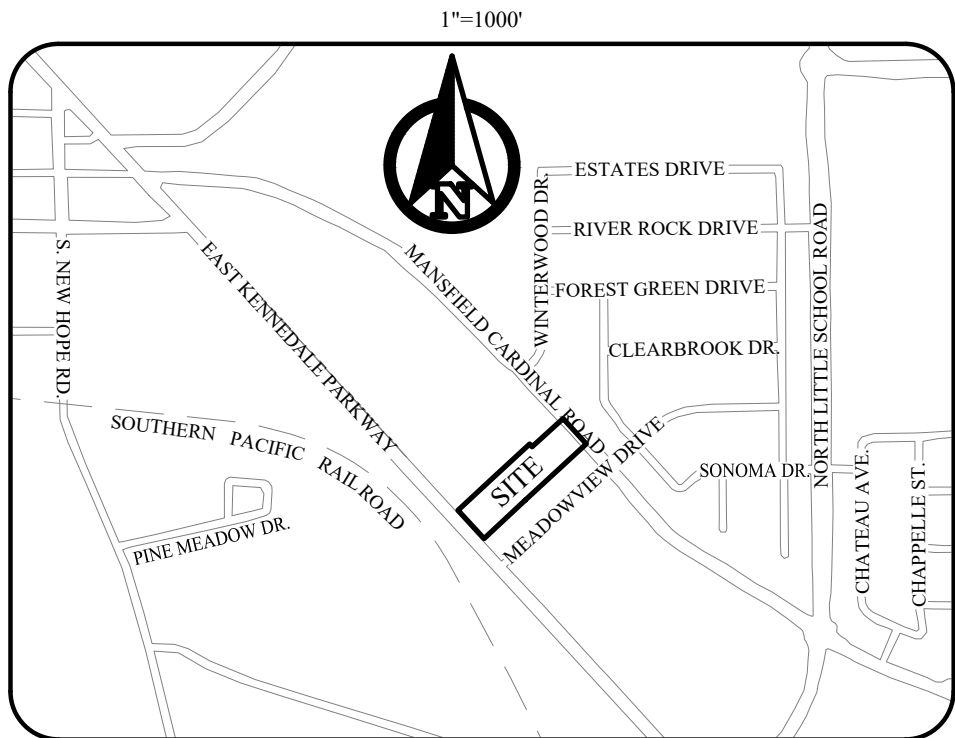
STATE OF TEXAS §
COUNTY OF §

Before me, the undersigned, a Notary public in and for said County and State, on this day personally appeared Jose B. Najarro III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and in the capacity there in expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of Texas

VICINITY MAP



NOTES:

- This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.
- Selling a portion of a tract, platted lot, or platted addition by metes and bounds without an approved subdivision or re-subdivision by the local city could be a violation of City Ordinance and State Law.

FLOOD ZONE CLASSIFICATION

This property lies within ZONE(S) X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0330K, dated September 25, 2009, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

OWNERS CERTIFICATE:

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, Lucas Jeffrey Robinson and 4C's L&G, L.P., are the owners of that certain tract situated in the Jesse B. Renfro Survey, Abstract No. 1260, being a portion of Lot 11, **Boaz's Subdivision**, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 1299, Page 6, Plat Records, Tarrant County, Texas (P.R.T.C.T.); said tract being described in the deeds to Lucas Jeffrey Robinson, recorded under Instrument Number (Inst. No.) D220262069 & Inst. No. D222269911, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.) and a portion of the tract being described in the deed to 4C's L&P, L.P., recorded under Inst. No. D221278875, O.P.R.T.C.T.; the subject tract is more particularly described as follows:

BEGINNING at a 1/2 inch capped rebar stamped "TEXTERRA SURVEYING" set at the south lot corner of said Lot 11, being the west lot corner of Lot 8R-2, Block 12, of **Boaz's Subdivision**, an addition in the City of Kennedale, Tarrant County, Texas according to the plat thereof recorded under Inst. No. D217110261, O.P.R.T.C.T., said Point of Beginning being on the monumented northeast right-of-way line of East Kennedale Parkway (U.S. Highway 287 Business), being a called 100 foot wide right-of-way;

THENCE NORTH 42° 35' 47" WEST, with the southwest lot line of Lot 11 and with the said right-of-way line, a distance of 200.00 feet to a steel fence post found at the west lot corner of Lot 11, and being the south lot corner of Lot 10-R-2, of **Boaz's Subdivision**, an addition in the City of Kennedale, Tarrant County, Texas according to the plat thereof recorded under Cabinet B, Page 2926, P.R.T.C.T.;

THENCE NORTH 47° 04' 17" EAST, departing the said right-of-way line, with the northwest lot line of Lot 11, and with the southeast lot line of said Lot 10-R-2, a distance of 265.90 feet to a 1/2 inch rebar found at the east lot corner of Lot 10-R-2, being the south lot corner of Lot 10-R-1 of said **Boaz's Subdivision** (Cabinet B, Page 2926);

THENCE NORTH 47° 26' 22" EAST, continuing with the said northwest lot line of Lot 11, and with the southeast lot line of said Lot 10-R-1, a distance of 242.30 feet to a 1/2 inch capped rebar stamped "TEXTERRA SURVEYING" set at the west property corner the tract being described in the deed to Bobby Roberts and Phyllis Roberts, recorded in Volume 9449, Page 2361, Deed Records, Tarrant County, Texas;

THENCE SOUTH 42° 38' 55" EAST, departing the said lot lines, through the interior of Lot 11, with the southwest property line of the said Roberts tract, a distance of 19.00 feet to a 1/2 inch capped rebar stamped "TEXTERRA SURVEYING" set at the south property corner of the Roberts tract;

THENCE NORTH 47° 43' 25" EAST, continuing through the interior of Lot 11, with the southeast property line of the Roberts tract, at a distance of 194.11 feet passing 3/8 inch rebar found for reference, continuing for a total distance of 217.50 feet to a point on the northeast lot line of Lot 11, being in the right-of-way of Mansfield Cardinal Road, (also known as County Road No. 2033), being a called variable width right-of-way;

THENCE SOUTH 42° 38' 55" EAST, with the said lot line and along the said right-of-way of Mansfield Cardinal Road, a distance of 178.68 feet to a point for corner;

THENCE SOUTH 47° 16' 55" WEST, with the southeast lot line of Lot 11, at a distance of 23.34 feet passing a 1/2 inch rebar found at the north lot corner of Lot 1R, Block 12, of **Boaz's Subdivision**, an addition in the City of Kennedale, Tarrant County, Texas according to the plat thereof recorded in Volume 388-144, Page 90, P.R.T.C.T., continuing with the northwest lot line of said Lot 1R, at a distance passing the west lot corner of Lot 1R, same being the north lot corner of Lot 4, Block 12, of **Boaz's Subdivision**, an addition in the City of Kennedale, Tarrant County, Texas according to the plat thereof recorded in Volume 388-23, Page 29, P.R.T.C.T., continuing with the northwest lot lines of Lots 4,5,6 & 7 of the said **Boaz's Subdivision** (Vol. 388-23, Pg. 29), for a total distance of 431.56 feet to a 1/2 inch capped rebar stamped "TEXTERRA SURVEYING" set at the west lot corner of Lot 7 of the said **Boaz's Subdivision** (Vol. 388-23, Pg. 29), same being the north lot corner of Lot 8R-1, Block 12 of the aforementioned **Boaz's Subdivision** (Inst. No. D217110261);

THENCE SOUTH 47° 05' 53" WEST, with the northwest lot lines of said Lot 8R-1 and Lot 8R-2, Block 12, **Boaz's Subdivision** (Inst. No. D217110261), a distance of 294.32 feet to the **POINT OF BEGINNING** and enclosing 3.229 acres (±140,644 square feet).

DEDICATION STATEMENT:

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT Lucas Jeffrey Robinson does hereby designate the foregoing property as Lot 11R-1, Block A, BOAZ'S SUBDIVISION, to the City of Kennedale, Tarrant County, Texas, and does hereby dedicate to the public's use, the right of way's and easements shown hereon.

IN WITNESS THEREFORE, I have hereunto set my hand this the _____ day of _____, 2023.

LUCAS JEFFREY ROBINSON

DEDICATION STATEMENT:

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT 4C's L&G, L.P., does hereby designate the foregoing property as Lot 11R-2, Block A, BOAZ'S SUBDIVISION, to the City of Kennedale, Tarrant County, Texas, and does hereby dedicate to the public's use, the right of way's and easements shown hereon.

IN WITNESS THEREFORE, I have hereunto set my hand this the _____ day of _____, 2023.

4C's L&G, L.P.

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared 4C's L&G, L.P., the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of Texas

CITY MANAGER CERTIFICATE OF APPROVAL

THIS MINOR PLAT IS APPROVED BY THE CITY OF KENNEDALE, TEXAS VOTED AFFIRMATIVELY ON THIS _____ DAY OF _____, 2022, TO RECOMMEND APPROVAL OF THIS PLAT BY CITY COUNCIL.

CITY MANAGER, CITY OF KENNEDALE

ATTEST: CITY SECRETARY

ACREAGE DATA

TOTAL GROSS ACREAGE:	3.2287 ACRES
STREET DEDICATION:	0.0959 ACRES
NET ACREAGE:	3.1328 ACRES

LOT 11-R-2, BLOCK A

96,615 s.f.
2.218 ACRES

LEGEND OF ABBREVIATIONS
US.SyFt. United States Survey Feet
TxCS,'83,NCZ Texas Coordinate System of 1983, North Central Zone
NAVD'88 North American Vertical Datum of 1988
P.R.D.C.T. Plat Records of Tarrant County, Texas
O.P.R.D.C.T. Official Public Records of Tarrant County, Texas
D.R.D.C.T. Deed Records of Tarrant County, Texas
VOL/Pg/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

CRS ○ 1/2" rebar stamped "TEXTERRA SURVEYING" set
MNS ○ Mag nail & washer stamped "TEXTERRA SURVEYING" set
TBM ○ Site benchmark (see vicinity map for general location)
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS,'83,NCZ
Elevations, if shown, are NAVD'88
Bearings are based on grid north (TxCS,'83,NCZ)

OWNERS:

LUCAS JEFFREY ROBINSON
608 MANSFIELD CARDINAL ROAD
KENNEDELE, TEXAS 76060

AND

4C's L & G, L.P.
1032 SUBLETT ROAD
KENNEDELE, TEXAS 76060

SURVEYOR:

TEXTERRA SURVEYING
P.O. BOX 202165
ARLINGTON, TEXAS 76006
PHONE: (817) 235-7326



TEXTERRA SURVEYING
P.O. BOX 202165
ARLINGTON, TX 76006
Telephone (817) 235-7326
TBPELS Firm # 10194685
www.texterrasurveying.com

REPLAT

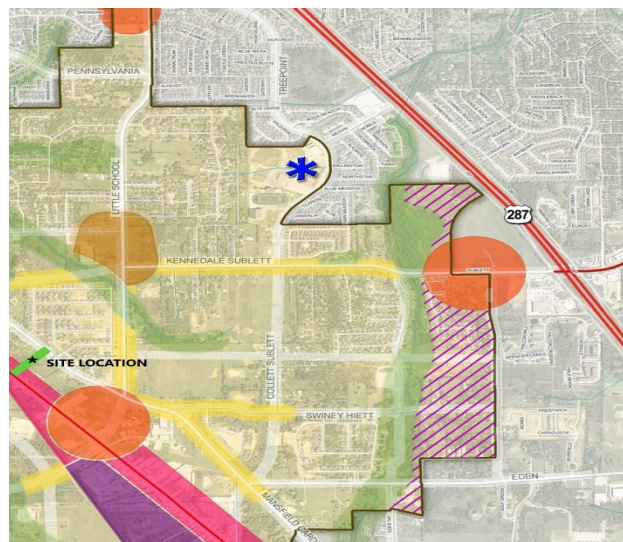
of
LOT 11R-1 AND 11R-2, BLOCK 1
BOAZ'S SUBDIVISION

BEING A REPLAT OF LOT 11,
BOAZ'S SUBDIVISION
AN ADDITION TO THE CITY OF KENNEDALE
TARRANT COUNTY, TEXAS
BEING 3.229 ACRES OF LAND
SITUATED IN THE JESSE B. RENFRO SURVEY,
ABSTRACT NO. 1260
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS

DATE : April, 2023
Scale : 1" = 40'

PZ CASE 23-04 LOCATION MAP

608 Mansfield Cardinal Rd & 617 E Kennedale Parkway



FUTURE LAND USE PLAN

CATEGORIES

Town Center	
Downtown Village	
Urban Village	
Urban Corridor	
Neighborhood Village	
Neighborhood Corridor	
Neighborhoods	
Employment Center	
Light Industrial District	
Park & Open Space	
Conservation Overlay	
Potential Commuter Train or Park & Ride Station	
Schools	



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.E.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Discussion and approval of Park Dedication Fund Ordinance.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

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

SUBJECT

Discussion and action on an agreement with TXDOT to relocate a water line and replace 2 manholes in part with the SE Connector Project.

ORIGINATED BY

Max Aransen, Shield Engineering

SUMMARY

This agreement will be between Kennedale (Utility Owner) and TXDOT, which will allow TxDOT to relocate an existing waterline and reconstruct two manholes in part with the construction of the SE Connector frontage road. TxDOT will fund and manage the project, and all city related management, administrative, legal, engineering, and inspection fees will be reimbursed by TXDOT in relation to the plans shown in the attached agreement. No impact to the existing system is anticipated once the relocations are completed.

RECOMMENDATION

Approve the City Manager to authorize and execute the agreement with TXDOT

ATTACHMENTS

Kennedale_SEC-U-0522-00.pdf



Southeast Connector Project

DB CONTRACTOR-MANAGED

UTILITY ASSEMBLY: SEC-U-0522

Relocation ID #'s: 1411, 3409 & 3410

City of Kennedale

**405 Municipal Drive
Kennedale, Texas 76060
817-985-2100**

South-Point Constructors, a Joint Venture

2050 Roanoke Road, Suite 100

Westlake, Texas 76262

Phone: (682) 362-6000

DOCUMENTATION OF REQUIRED INTERNAL APPROVALS

Tom Grim

Kevin McMinniman

Max Aransen

Kristian Sugrim

Carvan Atkins

Utility Adjustment Agreement

Section 1. Transmittal Memo

SEC-U-0522

UTILITY ASSEMBLY TRANSMITTAL MEMORANDUM

Utility Assembly No.: SEC-U-0522

Mr. David M. Salazar, Jr., P.E.
District Engineer
Fort Worth District
2501 S W Loop 820
Fort Worth, Texas 76133

RE: Transmittal Memo: Utility Adjustment Assembly, SEC-U-0522, City of Kennedale, Water & Sewer, CSJ-R-2374-05-087; CSJ-C-2374-05-066, Limits from Forest Hill Drive to Little Road on IH20, from IH20 to Ramey Avenue on IH820, and from Sublett Road to Village Creek Road on US287.

Dear Mr. Salazar,

South-Point Constructors, a Joint Venture (South-Point) is submitting this Utility Assembly for the Utility Adjustment Agreement SEC-U-0522, for utilities owned by the City of Kennedale (Owner) located within the Southeast Connector (Project) corridor that are in conflict with Project improvements and located at the following station limits:

Relocation ID # 1411 (Utility ID #'s 14016, 14017 & 14031): One 8" waterline running along the south side of IH20 from approximately BL Station 244+67 to approximately BL Station 249+52 and crossing Lindale Road and Kennedale St.

Relocation ID # 3409 (Utility ID # 34009): One 48" wastewater manhole located on the south side of IH20 at approximately BL Station 301+46.

Relocation ID # 3410 (Utility ID # 34009): One 48" wastewater manhole located on the south side of IH20 at approximately BL Station 307+75.

The estimated cost for this Utility Assembly is \$454,993.38. The final cost will be paid by South-Point according to actual accumulated costs. The relocation is 100% compensable for the Owner based upon ratios defined in the Project Contract Documents.

This DB Contractor-Managed Agreement consists of components required by the Contract Documents including Transmittal Memo, TxDOT Utility Adjustment Checklist, Utility Adjustment Agreement, Plans & Specifications, Cost Estimate, TxDOT U-48 Form (if applicable), Utility Joint Use Agreement Form (if applicable), Affidavit(s) of Property Interest Form (if applicable), No Conflict Sign-Off Forms, Right of Way Maps, and Utility Installation Request (if applicable).

Cobb, Fendley & Associates, Inc. provided the plans on behalf of Owner, which were signed and sealed by Aaron Fricke, P.E. These DB Contractor-Managed plans have been reviewed and approved for UAR compliance.

South-Point will conduct the necessary pre-construction meeting to address safety and environmental issues prior to performing any adjustment related activities on the Project. All safety, traffic control, and environmental issues will be complied with during construction activities in the vicinity of the line to maintain the integrity of the Owner's facilities and to protect the traveling public.

UTILITY ASSEMBLY TRANSMITTAL MEMORANDUM

Utility Assembly No.: SEC-U-0522

South-Point and the Owner have executed this Utility Assembly, and respectfully recommend that you approve this Utility Adjustment Assembly SEC-U-0522, as submitted. Please contact us if you have any questions or require additional information.

Recommended for Approval:

Signed _____

Signed _____

Date _____

Date _____

Garrett Coffin, P.E.
Utility Manager
South-Point Constructors, a Joint Venture

Jeffrey Hunter, P.E.
Utility Design Coordinator
CSJ Engineering Associates, LLC

Utility Adjustment Agreement

Section 2. Table of Contents

SEC-U-0522

Table of Contents

Utility Adjustment Assembly, SEC-U-0522

- Section 1. Transmittal Memo
- Section 2. Table of Contents
- Section 3. Utility Adjustment Checklist
- Section 4. Utility Agreement
- Section 5. Plans and Specifications
- Section 6. Cost Estimates
- Section 7. TxDOT U-48 Form
- Section 8. Utility Joint Use Agreement Form
- Section 9. Affidavit of Property Interests
- Section 10. Utility No Conflict Sign-off Forms
- Section 11. Abandonment Letter
- Section 12. Quitclaim Deed
- Section 13. ROW Maps
- Section 14. Utility Installation Request
- Section 15. RFC Plans

Utility Adjustment Agreement

Section 3. Utility Adjustment Checklist

SEC-U-0522



UTILITY ADJUSTMENT CHECKLIST

(To be included with Utility Assembly Submittal)

U-No.: SEC-U-0522

District: Fort Worth
Utility Owner: City of Kennedale
County(ies): Tarrant
CSJ No(s): R-2374-05-087; C-2374-05-066
Project Limits: IH20 from Forest Hill Drive to Little Road; IH820 from IH20 to Ramey Avenue; and US287 from Sublett Road to Village Creek Road
Federal ROW Project No.: F-2022(675)
Reimbursement (*check one (1) box*): Actual Cost ☒ Lump Sum ☐ Non-Reimbursable ☐
Alternate Procedure Approval Date: November 9th, 2022

Description of Work: This Assembly consists of adjusting approximately 657 LF of water and sewer lines located along the Southeast Connector Project corridor. The waterlines and wastewater lines will be abandoned and adjusted to comply with the TxDOT Utility Accommodation Rules (UAR).

Estimated Start Date: May 25th, 2023
Estimated Completion or Duration: September 20th, 2023

Estimated Total Adjustment Costs:	<u>\$454,993.38</u>	
Estimated Betterment (<i>in dollars and calculated %</i>):	<u>\$0.00</u>	<u>0%</u>
Estimated Accrued Depreciation:	<u>\$0.00</u>	
Estimated Salvage:	<u>\$0.00</u>	
Credits and Vouchers:	<u>\$0.00</u>	
Eligibility Ratio (<i>calculated and supported %</i>)	<u>\$454,993.38</u>	<u>100%</u>

Noteworthy Issues/Items: The proposed wastewater manhole to be installed as part of Relocation ID 3409 is 60" in diameter as mandated by the City of Kennedale's design standards due to depth requirements.

ASSEMBLY PACKAGE



Texas Department of Transportation
Form DB-ROW-U-AdjCheck
REV 07/2018

1. Have the required number of Utility Adjustment Assemblies of which the TxDOT Copy is color coded, been submitted?

Yes ☒

No ☐

N/A ☐

2. Have the following forms been submitted?

PUAA/UAAA:

Yes ☒

No ☐

N/A ☐

UJUA:

Yes ☐

No ☐

N/A ☒

Statement - Contract Work:

Yes ☐

No ☐

N/A ☒

U-1 Affidavit:

Yes ☐

No ☐

N/A ☒

Quitclaim Deed:

Yes ☐

No ☐

N/A ☒

UM/UDC Sign Off:

Yes ☒

No ☐

N/A ☐

3. Are all forms submitted complete and correct for the situation/circumstance of the Utility Adjustment?

Yes ☒

No ☐

N/A ☐

TRANSMITTAL MEMO

4. If the Adjustment has unique characteristics, does the transmittal include explanations and clarifications?

Yes ☐

No ☐

N/A ☒

5. Has a recommendation for approval been stated?

Yes ☒

No ☐

N/A ☐

6. If the Utility Adjustment is in more than one (1) RCSJ (Local Jurisdictional Boundary), have the percentages in each jurisdiction been detailed?

Yes ☐

No ☐

N/A ☒



UTILITY ADJUSTMENT AGREEMENT

7. Have language modifications to the utility agreement been approved by TxDOT?
- Yes ☒ No ☐ N/A ☐
8. Has the Utility consultant-engineering contract been reviewed and approved by the Developer's Utility Manager (UM)?
- Yes ☒ No ☐ N/A ☐

UTILITY ADJUSTMENT PLANS AND SPECIFICATIONS

9. Plans folded so as to fit into 8.5" x 11" file?
- Yes ☐ No ☐ N/A ☒
10. Have the Utility Adjustments been designed for the Proposed Configuration?
- Yes ☒ No ☐ N/A ☐
11. Project or vicinity plan provided?
- Yes ☒ No ☐ N/A ☐
12. Have the plans for the Utility Adjustment been sealed by a Registered Professional Engineer (PE)?
- Yes ☒ No ☐ N/A ☐
13. Has the Utility Owner signed the cover sheet of the plans verifying review and approval, if Developer is responsible for Engineering on either Owner Managed or Developer Managed Agreement?
- Yes ☒ No ☐ N/A ☐
14. Backfill requirements met (item 400 referenced)?
- Yes ☒ No ☐ N/A ☐
15. If excavation is required, do the plans included a note on OSHA trench excavation protection?
- Yes ☒ No ☐ N/A ☐



16. Is a note provided in the plans that the adjustment will conform with the TMUTCD?

Yes ☒ No ☐ N/A ☐

17. If the adjustment involves a plastic water, sanitary sewer, or gas line, has a metal detection wire been included in the estimate or with detailed in the plans?

Yes ☒ No ☐ N/A ☐

18. Has Barlow's Formula information been submitted for un-encased high pressure pipelines? (The Barlow's calculation must be provided by the utility owner. The following information is required to complete Barlow's formula. $S = \text{Yield Strength}$, Wall thickness = t , Outside Diameter = D , Design Factor = F . Maximum Operating Pressure must also be given and compared to the pressure calculated with Barlow's. The Barlow calculation must be shown with the submission.)

Yes ☐ No ☐ N/A ☒

19. If the pipeline is un-encased, is there adequate coating, wrapping and cathodic protection?

Yes ☐ No ☐ N/A ☒

20. Information on plans sufficient and adequate to:

Determine necessity and justification of proposed work?

Yes ☒ No ☐ N/A ☐

Demonstrate Utility Accommodation Rules compliance?

Yes ☒ No ☐ N/A ☐

Indicate highway stationing, existing and proposed ROW, offsets from proposed ROW, existing and proposed grades, and edge of pavement lines?

Yes ☒ No ☐ N/A ☐

Provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?

Yes ☒ No ☐ N/A ☐

21. Is this Utility Adjustment within ROW project limits or directly related to work required within project limits?

Yes ☒ No ☐ N/A ☐

22. Are any of the proposed utility facilities installed longitudinally within a control of access?



Yes ☐

No ☒

N/A ☐

COST ESTIMATE

23. Has the Developer's Utility Design Coordinator located on the plans the major items of material listed on the estimate by scaling or stationing?

Yes ☒

No ☐

N/A ☐

24. If the agreed sum method has been marked, has a detailed, itemized estimate and matching plans been provided?

Yes ☐

No ☐

N/A ☒

25. Is the estimate properly and adequately itemized and detailed?

Yes ☒

No ☐

N/A ☐

26. Are overheads and loadings checked for reasonableness?

Yes ☒

No ☐

N/A ☐

27. Replacement utility ROW charges justified and supported?

Yes ☐

No ☐

N/A ☒

28. Eligibility ratio calculated and recommended?

Yes ☒

No ☐

N/A ☐

29. Betterment credit applicable?

Yes ☐

No ☐

N/A ☒

If yes, is credit calculated and applied properly?

Yes ☐

No ☐

N/A ☒

30. Accrued Depreciation credit applicable?



Yes ☐

No ☐

N/A ☒

If yes, is credit calculated and applied properly?

Yes ☐

No ☐

N/A ☒

31. Salvage credit applicable?

Yes ☐

No ☐

N/A ☒

If yes, is credit applied properly?

Yes ☐

No ☐

N/A ☒

32. Estimate extensions checked?

Yes ☒

No ☐

N/A ☐

AFFIDAVIT OF PROPERTY INTEREST

33. Proof of compensable property interest established by utility where applicable?

Yes ☐

No ☐

N/A ☒

If yes, according to the “**Real Property Interest**” paragraph of the PUAA:

Does the estimate detail reimbursement for “New Property” interest?

Yes ☐

No ☐

N/A ☒

Does the estimate detail compensation for relinquishing “Existing Property” interest?

Yes ☐

No ☐

N/A ☒

Did the utility owner provide a letter stating that they will quitclaim their property interest at no costs or an agreed sum if new utility property interests are not being acquired?

Yes ☐

No ☐

N/A ☒

34. Have the parcel ID numbers to be Quitclaimed been identified?

Yes ☐

No ☐

N/A ☒

35. Has the owner provided a signed letter of intent to Quitclaim, and has a copy of the correct Quitclaim Deed(s) been submitted?

Yes ☐

No ☐

N/A ☒



R.O.W. MAPS

36. Approved and current ROW Maps on file with project office?

Yes ☒

No ☐

N/A ☐

37. Have the existing and proposed utility facilities been plotted on the ROW map and attached to this assembly?

Yes ☒

No ☐

N/A ☐

COMMENTS: _____

Prepared by:

Utility Design Coordinator

Date

Recommended for
Approval by:

Quality Control

Date

Approved by:

Utility Manager

Date

Utility Adjustment Agreement

Section 4. Utility Agreement

SEC-U-0522



County: Tarrant
ROW CSJ No.: 2374-05-087
Const. CSJ No.: 2374-05-066
Highway: IH20, IH820, US287
Fed. Proj. No.: F-2022(675)
Limits: IH20 from Forest Hill
Drive to Little Road;
IH820 from IH20 to
Ramey Avenue; and
US287 from Sublett
Road to Village Creek

**PROJECT UTILITY ADJUSTMENT AGREEMENT
(DB Contractor-Managed)**

Agreement No.: SEC-U-0522

THIS AGREEMENT, by and between South-Point Constructors, a Joint Venture, hereinafter identified as the “**DB Contractor**” and City of Kennedale, hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “TxDOT”, is authorized to design, construct, operate, maintain, and improve projects as part of the state highway system throughout the State of Texas, all in conformance with the applicable provisions of Chapters 201, 203, 222, 223, 224 and 228 of the Texas Transportation Code, as amended; and

WHEREAS, TxDOT proposes to construct a project identified as Southeast Connector Project (the “Project”) and classified as either Interstate, Toll or Traditional (meaning eligibility based on existing compensable interest in the land occupied by the facility to be relocated within the proposed highway right of way limits) as indicated below (*check one (1) box*). Reimbursement will be authorized by the type of project selected below in conformance with §203.092 of the Transportation Code,

- ☒ Interstate
☐ Toll
☐ Traditional

; and

WHEREAS, pursuant to that certain Design-Build Contract (“DBC”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, finance, operate and maintain the Project and adhere to all requirements in the DBC; and



WHEREAS, the DB Contractor's duties pursuant to the DBC include causing the relocation, removal or other necessary adjustment of existing Utilities impacted by the Project (collectively, "Adjustment"), subject to the provisions herein; and

WHEREAS, the Project may receive Federal funding, financing and/or credit assistance; and

WHEREAS, the DB Contractor has notified the Owner that certain of its facilities and appurtenances (the "Owner Utilities") are in locational conflict with the Project (and/or with the Ultimate Configuration of the Project), and the Owner has requested that the DB Contractor undertake the Adjustment of the Owner Utilities as necessary to accommodate the Project (and the Ultimate Configuration) and the Owner agrees that the "Project" will be constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement); and

WHEREAS, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows:

Relocation ID # 1411 (Utility ID #'s 14016, 14017 & 14031): One 8" waterline running along the south side of IH20 from approximately BL Station 244+67 to approximately BL Station 249+52 and crossing Lindale Road and Kennedale St.

Relocation ID # 3409 (Utility ID # 34009): One 48" wastewater manhole located on the south side of IH20 at approximately BL Station 301+46.

Relocation ID # 3410 (Utility ID # 34009): One 48" wastewater manhole located on the south side of IH20 at approximately BL Station 307+75.; and

WHEREAS, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

WHEREAS, the DB Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DB Contractor and the Owner agree as follows:

1. **Preparation of Plans.** [*Check one (1) box that applies:*]



The DB Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The DB Contractor represents and warrants that the Plans conform to the Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"), in effect as of the Proposal Due Date. By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves and



confirms that the Plans are in compliance with the “standards” described in Paragraph 3(a)(4).

☐ The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the “Plans”), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the Utility Accommodation Rules issued by the Texas Department of Transportation (“TxDOT”), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the “UAR”), in effect as of the Proposal Due Date. By its execution of this Agreement, the DB Contractor and the Owner hereby approve the Plans. The Owner also has provided to the DB Contractor a Utility plan view map illustrating the location of existing and proposed Utility facilities on the DB Contractor’s right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows [*check one (1) box that applies*]:

☐ The Owner’s employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner’s typical costs for such work.

☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

(a) Upon execution of this Agreement by the DB Contractor and the Owner, the DB Contractor will submit this Agreement, together with the attached Plans, to TxDOT for its review and approval as part of a package referred to as a “Utility Assembly”. The parties agree to cooperate in good faith to modify this Agreement and/or the Plans, as necessary and mutually acceptable to all parties, to respond to any comments made by TxDOT thereon. Without limiting the generality of the foregoing:

(1) The Owner agrees to respond (with comment and/or acceptance) to any modified Plans and/or Agreement prepared by the DB Contractor in response to TxDOT comments within **14 Business Days** after receipt of such modifications; and

(2) If the Owner originally prepared the Plans, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the DB Contractor for its comment and/or approval (and re-submittal to TxDOT for its comment and/or approval) within **14 Business Days** after receipt of TxDOT’s comments.

The Owner’s failure to timely respond to any modified Plans submitted by the DB Contractor pursuant to this paragraph shall be deemed the Owner’s approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the DB Contractor shall have the right to modify the Plans for the Owner’s approval as if the DB Contractor had originally prepared the Plans. The process set forth in this



paragraph will be repeated until the Owner, the DB Contractor and TxDOT have all approved this Agreement and the Plans.

- (b) The parties hereto acknowledge and agree that TxDOT's review, comments and approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the State Highway right of way (the "ROW"), subject to the DB Contractor and the Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner Utilities or components for their quality or adequacy to provide the intended Utility service.

3. **Design and Construction Standards.**

- (a) All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:
 - (1) All applicable local and State Laws, regulations, decrees, ordinances and policies, including the UAR (as it pertains to the UAR, the version in effect as of the Proposal Due Date), the *Utility Manual* issued by TxDOT (to the extent its requirements are mandatory for the Utility Adjustment necessitated by the Project, as communicated to the Owner by the DB Contractor or TxDOT), the requirements of the DBC, and the policies of TxDOT;
 - (2) All Federal Laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation, 23 CFR 645 Subpart A and B; and the Buy America provisions of 23 U.S.C. §313 and 23 CFR 635.410. The Utility Owner shall supply, upon request by the DB Contractor or TxDOT, proof of compliance with the aforementioned Laws, rules and regulations prior to the commencement of construction;
 - (3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
 - (4) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to Utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the DB Contractor in writing; and
 - (5) Owner agrees that all service meters must be placed outside of the State ROW.
- (b) Such design and construction also shall be consistent and compatible with:
 - (1) The DB Contractor's current design and construction of the Project;
 - (2) The Ultimate Configuration for the Project; and



- (3) Any other Utilities being installed in the same vicinity.

The Owner acknowledges receipt of Project plans and Ultimate Configuration documents from the DB Contractor as necessary to comply with the foregoing. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

- (c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all Utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the DB Contractor shall not pay for the assessment and remediation or other corrective action relating to soil and ground water contamination caused by the Utility facility prior to the removal.
4. **Responsibility for Costs of Adjustment Work.** With the exception of any Betterment (hereinafter defined), the parties shall allocate the cost of any Adjustment between themselves as identified in Exhibit A and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A.
5. **Construction by the DB Contractor.**
- (a) The Owner hereby requests that the DB Contractor perform the construction necessary to adjust the Owner Utilities and the DB Contractor hereby agrees to perform such construction. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 16).
- (b) The DB Contractor shall retain such contractor or contractors as are necessary to adjust the Owner Utilities.
- (c) The DB Contractor shall obtain all permits necessary for the construction to be performed by the DB Contractor hereunder, and the Owner shall cooperate in that process as needed.
6. **Reimbursement of Owner's Indirect Costs.**
- (a) DB Contractor agrees to reimburse the Owner its share, if applicable, of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one (1) box*]:



- ☒ (1) Actual related indirect costs accumulated in accordance with:
- (i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body, or
 - (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations
- (either (i) or (ii) referred to as “Actual Cost”), OR*

- ☐ (2) The agreed sum of \$_____ (“Agreed Sum”) as supported by the analysis of the Owner’s estimated costs attached hereto as part of Exhibit A.

- (c) All indirect costs charged to the DB Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner’s expense. The DB Contractor’s performance of the Adjustment work hereunder and payment of the DB Contractor’s share of the Owner’s costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in adjusting the Owner Utilities (including without limitation, costs of relinquishing and/or acquiring right of way).

7. **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner’s share, if any, of estimated costs, Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner’s and DB Contractor’s respective shares of the estimated costs. The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by the DB Contractor, in accordance with the following terms:

- ☒ The Adjustment of the Owner’s Utilities does not require advancement of funds.
- ☐ The Adjustment of the Owner’s Utilities does require advancement of funds and the terms agreed to between the DB Contractor and the Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner]

- (b) Adjustment Based on Actual Costs or Agreed Sum

[Check the one (1) appropriate provision, if advancement of funds is required]:

- ☒ The Owner is responsible for its share of the DB Contractor’s actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the



actual cost of the Betterment (as determined in Paragraph 9(b)) *plus* the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.

- ☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Agreement. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

8. **Invoices.** On invoices prepared by either the Owner or the DB Contractor, all costs developed using the "**Actual Cost**" method described in Paragraph 6(b)(1) shall be itemized in a format allowing for comparisons to the approved estimates, including listing each of the services performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with (i) such supporting information to substantiate all invoices as reasonably requested, and (ii) such waivers and releases of liens as the other party may reasonably require, shall be submitted to the other party at the address for notices stated in Paragraph 21, unless otherwise directed pursuant to Paragraph 22.

The Owner and the DB Contractor shall make commercially reasonable efforts to submit final invoices no later than 120 days after completion of work. The Owner and the DB Contractor hereby acknowledge and agree that any costs submitted to the other party within 12 months following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived.

9. **Betterment and Salvage.**

- (a) For purposes of this Agreement, the term "Betterment" means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility; *provided, however*, that the following are not considered Betterments:
- (1) Any upgrading which is required for accommodation of the Project;
 - (2) Replacement devices or materials that are of equivalent standards although not identical;
 - (3) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
 - (4) Any upgrading required by applicable Laws, regulations or ordinances;
 - (5) Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or
 - (6) Any upgrading required by the Owner's written "standards" meeting the requirements of Paragraph 3(a)(4) and deemed to be of direct benefit to the Project.



[Include the following for fiber optic Owner Utilities only:] Extension of an adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

- (b) It is understood and agreed that the DB Contractor shall not pay for any Betterments and that the Owner shall be solely responsible therefor. No Betterment may be performed hereunder which is incompatible with the Project or the Ultimate Configuration or which cannot be performed within the other constraints of applicable Law, any applicable governmental approvals, including without limitation the scheduling requirements thereunder.

Accordingly, the parties agree as follows [check the one (1) box that applies, and complete if appropriate]:

- ☒ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.
- ☐ The Adjustment of the Owner Utilities pursuant to the Plans includes a Betterment to the Owner Utilities by reason of [Insert explanation, e.g. "replacing 12" pipe with 24" pipe]: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor's work hereunder which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 Business Days** prior to the date scheduled for commencement of construction for Adjustment of the Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to advance payment to the DB Contractor **14 Business Days** prior to commencement of the Adjustment construction, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. [If Paragraph 9(b) identifies Betterment, check the one (1) appropriate provision]:

- ☐ The estimated cost stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- ☐ The Owner is responsible for the DB Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost



advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **60 calendar days** after the Owner's receipt of the DB Contractor's invoice therefor, together with supporting documentation; any refund shall be due within **60 calendar days** after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the DB Contractor pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.

- (d) If Paragraph 9(b) identifies Betterment, the amount allocable to Betterment in the Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b) to the Owner's indirect costs. The Owner's invoice to the DB Contractor for the DB Contractor's share of the Owner's indirect costs, shall credit the DB Contractor with any Betterment amount determined pursuant to this Paragraph 9(d).
 - (e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the Owner's invoice to the DB Contractor for its costs shall credit the DB Contractor with the salvage value for such materials and/or parts.
 - (f) The determinations and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15.
10. **Management of the Adjustment Work.** The DB Contractor will provide project management during the Adjustment of the Owner Utilities.
11. **Utility Investigations.** At the DB Contractor's request, the Owner shall assist the DB Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by the Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted Utilities owned or operated by the Utility Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such Utilities horizontally on the ground in advance of Project construction in the immediate area of such Utilities.
12. **Inspection and Acceptance by the Owner.**
- (a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by Owner. Further, upon request by the DB Contractor or its Subcontractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual 40 hour work week and at such other times as reasonably required. The Owner agrees to promptly notify the DB Contractor of any concerns resulting from any such inspection.



- (b) The Owner shall perform a final inspection of the adjusted Owner Utilities, including conducting any tests as are necessary or appropriate, within **five (5) Business Days** after completion of construction hereunder. The Owner shall accept such construction if it is consistent with the performance standards described in Paragraph 3, by giving written notice of such acceptance to the DB Contractor within said **five (5) day** period. If the Owner does not accept the construction, then the Owner shall, not later than the expiration of said **five (5) day** period, notify the DB Contractor in writing of its grounds for non-acceptance and suggestions for correcting the problem, and if the suggested corrections are justified, the DB Contractor will comply. The Owner shall re-inspect any revised construction (and retest if appropriate) and give notice of acceptance, no later than **five (5) Business Days** after completion of corrective work. The Owner's failure to inspect and to give any required notice of acceptance or non-acceptance within the specified time period shall be deemed accepted.
 - (c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.
- 13. **Design Changes.** The DB Contractor will be responsible for additional Adjustment design and construction costs necessitated by design changes to the Project, upon the terms specified herein.
- 14. **Field Modifications.** The DB Contractor shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities.
- 15. **Real Property Interests.**
 - (a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the DB Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT's approval as part of its review of the DB Contractor Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as "**Existing Utility Property Interests**".
 - (b) If acquisition of any new easement or other interest in real property ("**Replacement Utility Property Interest**") is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the DB Contractor's Project schedules. The DB Contractor shall be responsible for its share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such Replacement Utility Property Interest (including without limitation the Owner's reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); *provided, however*, that all acquisition costs shall be subject to the DB Contractor's prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner's estimates and invoices. Any such Replacement Utility Property Interest shall have a written valuation and shall be acquired in accordance with applicable Law.



- (c) The DB Contractor shall pay its share only for a replacement in kind of an Existing Utility Property Interest (e.g., in width and type), unless a Replacement Utility Property Interest exceeding such standard:

- (1) Is required in order to accommodate the Project or by compliance with applicable Law; or
- (2) Is called for by the DB Contractor in the interest of overall Project economy.

Any Replacement Utility Property Interest which is not the DB Contractor's responsibility pursuant to the preceding sentence shall be considered Betterment to the extent that it upgrades the Existing Utility Property Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Utility Property Interest. Betterment costs shall be solely the Owner's responsibility.

- (d) For each Existing Utility Property Interest located within the Project right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Utility Property Interest to TxDOT, unless the affected Owner Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. If the Owner's facilities are remaining within the existing property interest, a Utility Joint Use Acknowledgement will be required. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Utility Property Interest relinquished by the Owner, the DB Contractor shall do one (1) of the following to compensate the Owner for such Existing Utility Property Interest, as appropriate:

- (1) If the Owner acquires a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall reimburse the Owner for the DB Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or
- (2) If the Owner does not acquire a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall compensate the Owner for the DB Contractor's share of the market value of such relinquished Existing Utility Property Interest, as mutually agreed between the Owner and the DB Contractor and supported by a written valuation.

The compensation, if any, provided to the Owner pursuant to either subparagraph (i) or (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and not further compensation shall be due to the Owner from the DB Contractor or TxDOT on account of such Existing Utility Property Interest or Replacement Utility Property Interest.

- (e) All Utility Joint Use Acknowledgments (UJUA) or Utility Installation Requests, Form 1082 shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2. A Utility Joint Use Acknowledgment is required where an



Existing Utility Property Interest exists and the existing or proposed Utility will remain or be adjusted within the boundaries of the Existing Utility Property Interest. All other accommodations not located on Existing Utility Property Interests will require a Utility Installation Request, Form 1082.

16. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below:
- (a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("UAAA") in the form of Exhibit B hereto (DB-ROW-U-UAAA-DM). The UAAA form can be used for a new scope of work with concurrence of the DB Contractor and TxDOT as long as the design and construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.
 - (b) For purposes of this Paragraph 16(b), "**Utility Adjustment Field Modification**" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 inch water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the DB Contractor and the Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added Utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14.
 - (c) This Agreement does not alter and shall not be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the DB Contractor and TxDOT to design and construct the Project, including the Adjustment.
17. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.
18. **Assignment; Binding Effect; TxDOT as Third-Party Beneficiary.** Neither the Owner nor the DB Contractor may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party and of TxDOT, which consent may not be unreasonably withheld or delayed; *provided, however*, that the DB Contractor may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity engaged by TxDOT to fulfill the DB Contractor's obligations, at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the DB Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person,



firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; *provided, however*, that the Owner and the DB Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

19. **Breach by the Parties.**

- (a) If the Owner claims that the DB Contractor has breached any of its obligations under this Agreement, the Owner will notify the DB Contractor and TxDOT in writing of such breach, and the DB Contractor shall have **30 days** following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; *provided, however*, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the DB Contractor. Without limiting the generality of the foregoing:
- (1) TxDOT shall have no liability to the Owner for any act or omission committed by the DB Contractor in connection with this Agreement, including without limitation any claimed defect in any design or construction work supplied by the DB Contractor or by its Subcontractors; and
- (2) In no event shall TxDOT be responsible for any repairs or maintenance to the Owner Utilities adjusted pursuant to this Agreement.
- (b) If the DB Contractor claims that the Owner has breached any of its obligations under this Agreement, the DB Contractor will notify the Owner and TxDOT in writing of such breach, and the Owner shall have **30 days** following receipt of such notice in which to cure such breach, before the DB Contractor may invoke any remedies which may be available to it as a result of such breach.

20. **Traffic Control.** The DB Contractor shall provide traffic control or shall reimburse the Owner for the DB Contractor's share (if any, as specified in Paragraph 4) of the costs for traffic control made necessary by the Adjustment work performed by either the DB Contractor or the Owner pursuant to this Agreement, in compliance with the requirements of the Texas *Manual on Uniform Traffic Control Devices*. Betterment percentages calculated in Paragraph 9 shall also apply to traffic control costs.

21. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

Owner: City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060
Phone: (817) 985-2100



DB Contractor: South-Point Constructors, a Joint Venture
2050 Roanoke Road, Suite 100
Westlake, Texas 76262
Attention: Jay Knez
Phone: (682) 362-6000
Jay.Knez@s-pointc.com

A party sending notice of default of this Agreement to another party shall also send a copy of such notice to TxDOT at the following address:

Texas Department of Transportation
Attention: Project Finance, Debt & Strategic Contracts Division
125 E 11th Street
Austin, TX 78701-2483

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

22. **Approvals.** Any acceptance, approval, or any other like action (collectively "**Approval**") required or permitted to be given by the DB Contractor, the Owner or TxDOT pursuant to this Agreement:

- (a) Must be in writing to be effective (except if deemed granted pursuant hereto);
- (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and
- (c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then **14 calendar days**), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 21.

23. **Time.**

- (a) Time is of the essence in the performance of this Agreement.



- (b) All references to “days” herein shall be construed to refer to calendar days, unless otherwise stated.
 - (c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence (“**Force Majeure**”), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.
24. **Continuing Performance.** In the event of a dispute, the Owner and the DB Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.
25. **Equitable Relief.** The DB Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties’ remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, the parties hereto (and TxDOT as well, as a third-party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; *provided, however*, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.
26. **Authority.** The Owner and the DB Contractor each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.
27. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the DB Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the DB Contractor agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the DB Contractor’s current and future construction schedules for the Project.
28. **Termination.** If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the DB Contractor shall notify the Owner in writing and the DB Contractor reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.
29. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.



30. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the Laws of the State of Texas, without regard to the Conflict of Laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of Travis County, Texas [or the United States District Court for the Western District of Texas (Austin)].
31. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the DB Contractor be considered as or represent itself to be an agent of the other.
32. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise) for any punitive, exemplary, special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of use, claims of customers, or loss of business opportunity.
33. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.
34. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
35. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or DB Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative below.



APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: David M. Salazar, Jr., P.E.

By: _____
Authorized Signature

District Engineer (or designee)

Date: _____

OWNER

By: Darrell Hull

By: _____
Duly Authorized Representative

City Manager
City of Kennedale

Date: _____

DB CONTRACTOR

By: Jay Knez

By: _____
Duly Authorized Representative

Project Director
South-Point Constructors, a Joint Venture

Date: _____



County: Tarrant
ROW CSJ No.: 2374-05-087
Const. CSJ No.: 2374-05-066
Highway: IH20, IH820, US287
Fed. Proj. No.: F-2022(675)
Limits: IH20 from Forest Hill
Drive to Little Road;
IH820 from IH20 to
Ramey Avenue; and
US287 from Sublett
Road to Village Creek
Road

EXHIBIT A

PLANS, SPECIFICATIONS, COST ESTIMATES AND ALLOCATION



County: Tarrant
ROW CSJ No.: 2374-05-087
Const. CSJ No.: 2374-05-066
Highway: IH20, IH820, US287
Fed. Proj. No.: F-2022(675)
Limits: IH20 from Forest Hill
Drive to Little Road;
IH820 from IH20 to
Ramey Avenue; and
US287 from Sublett
Road to Village Creek
Road

EXHIBIT B

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(DB-ROW-U-UAAA-DM)**



County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(DB Contractor-Managed)**

(Amendment No. _____ to Agreement No.: _____ -U-_____)

THIS AMENDMENT TO PROJECT UTILITY ADJUSTMENT AGREEMENT (this “Amendment”), by and between, [DB Contractor] hereinafter identified as the “**DB Contractor**” and [Utility Owner], hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “**TxDOT**”, proposes to construct the project identified above (the “Project”, as more particularly described in the “Original Agreement”, defined below); and

WHEREAS, pursuant to that certain Design-Build Contract (“DBC”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, and potentially maintain the Project, including causing the removal, relocation, or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”); and

WHEREAS, the Owner and DB Contractor are parties to that certain executed Project Utility Adjustment Agreement (PUAA) designated by the “Agreement No.” indicated above, as amended by previous amendments, if any (the “Original Agreement”), which provides for the Adjustment of certain Utilities owned and/or operated by the Owner (the “Owner Utilities”); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the Adjustment of Owner Utilities facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner Utility facility(ies), on the terms and conditions hereinafter set forth.



NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following Utility facility(ies) ("**Additional Owner Utilities**") and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*: _____.
- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the Plans, specifications and cost estimates attached hereto as Exhibit A; and
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Utility Property Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 15(a) of the Original Agreement.

1.2 **Reimbursement of Owner's Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) DB Contractor agrees to reimburse the Owner its share of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one (1) box]*:

☐

(1) Actual related indirect costs accumulated in accordance with:

(i)

A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or



- (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations;

(either (i) or (ii) referred to as “**Actual Cost**”), or

- ☐ (2) The agreed sum of \$_____ (“**Agreed Sum**”) as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.3 **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner’s share, if any, of estimated costs. Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner’s and DB Contractor’s respective shares of the estimated costs.

The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by DB Contractor, in accordance with the following terms:

- ☐ The Adjustment of the Owner’s Utilities does not require advancement of funds.
- ☐ The Adjustment of the Owner’s Utilities does require advancement of funds and the terms agreed to between the DB Contractor and Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner.]

- (b) Adjustment Based on Actual Costs or Agreed Sum.

[Check the one (1) appropriate provision, if advancement of funds is required]:

- ☐ The Owner is responsible for its share of the DB Contractor Actual Cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment:
- (i) The Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (as determined in Paragraph 9(b)) *plus* the Actual Cost of Owner’s share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner; or



- (ii) The DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on Actual Costs.

1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the DB Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; *provided however*, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement.

1.5 **Betterment.**

- (a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following [*Check the one (1) box that applies, and complete if appropriate*]:

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of [*insert explanation, e.g. "replacing 12" pipe with 24" pipe*]: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor work under this Amendment which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor work under this Amendment which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the DB Contractor on or before the foregoing deadline, the DB Contractor shall have the option of commencing and



completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one (1) appropriate provision]:*

- ☐ The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- ☐ The Owner is responsible for the DB Contractor Actual Cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable. Any additional payment by the Owner shall be due within **60 days** after the Owner's receipt of the DB Contractors invoice therefor, together with supporting documentation; any refund shall be due within **60 days** after completion of the Adjustment work under this Amendment. The Actual Cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the Actual Cost of all work performed by the DB Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.
- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 **Miscellaneous.**

- (a) The Owner and the DB Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.
- (b) *[Include any other proposed amendments allowed by applicable Law.]*
- _____

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.



- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the DB Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the DB Contractor) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative below.

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
[Printed Name]

By: _____
Authorized Signature

District Engineer (or designee)

Date: _____

OWNER

By: _____
[Print Name]

By: _____
Duly Authorized Representative Signature

[Title]
[Company]

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____

Utility Adjustment Agreement

Section 5. Plans and Specifications

SEC-U-0522

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

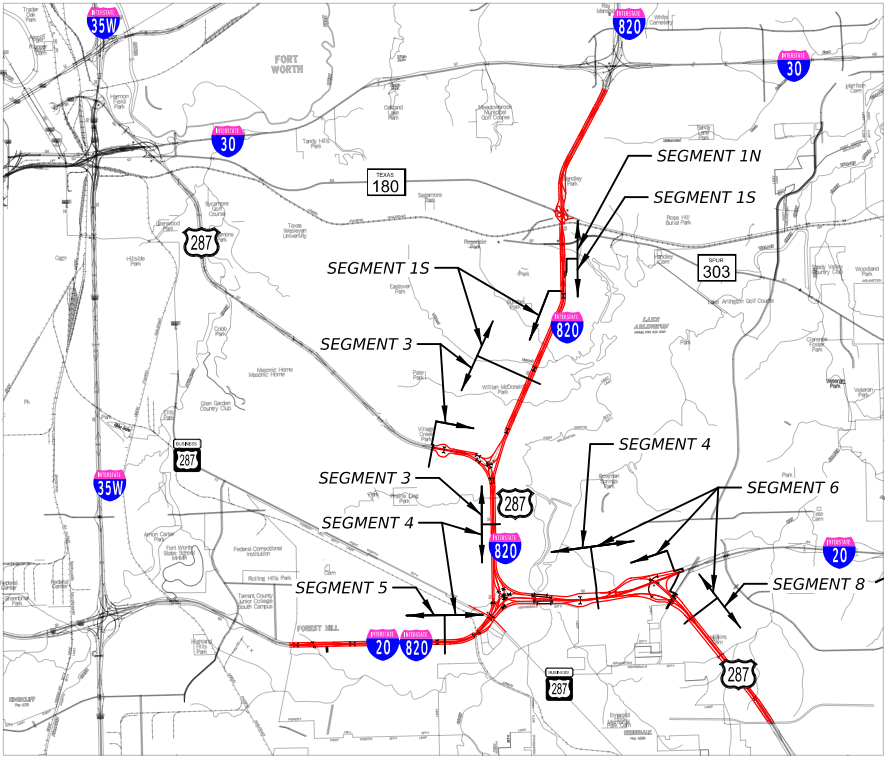
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT
F-2022(675)
CSj: 0008-13-125, ETC.

SOUTHEAST CONNECTOR PROJECT
TARRANT COUNTY

LIMITS/LENGTH:	I-20	FROM I-20/I-820 INTERCHANGE TO FOREST HILL DRIVE	= 2.2 MILES
	I-20	FROM I-20/I-820 INTERCHANGE TO LITTLE ROAD	= 2.3 MILES
	I-820	FROM I-20/I-820 INTERCHANGE TO RAMEY AVENUE	= 6.2 MILES
	US 287N	FROM I-820/US 287 INTERCHANGE TO VILLAGE CREEK ROAD	= 0.8 MILES
	US 287S	FROM I-20/US 287 INTERCHANGE TO SUBLETT ROAD	= 2.2 MILES

NEEDS SPC RELEASE FOR CONSTRUCTION
CITY OF KENNEDALE
RELOCATION: 1411
230315_S00_UT_R_COK-W-PK01
SEC-U-0522



PROJECT LOCATION MAP
N.T.S.

DESIGNED BK	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
	6	F-2022(675)		I-820
DRAWN BK	STATE	DISTRICT	COUNTY	SHEET NO. S00-UT-00001
CHECKED MD	TEXAS	FT. WORTH	TARRANT	
APPROVED AF	CONTROL	SECTION	JOB	
	0008	13	125, etc	

FUNCTIONAL CLASSIFICATION, DESIGN SPEED:			
MAINLANES	URBAN INTERSTATE/URBAN FREEWAY	HIGH-SPEED	70 MPH
	URBAN INTERSTATE	HIGH-SPEED	50 MPH
COLLECTOR-DISTRIBUTORS	URBAN INTERSTATE	HIGH-SPEED	50 MPH
		HIGH-SPEED	50 MPH
DIRECT CONNECTORS	URBAN INTERSTATE	HIGH-SPEED	45 MPH
		HIGH-SPEED	40 MPH
RAMPS	URBAN ARTERIAL	HIGH-SPEED	50 MPH
		HIGH-SPEED	40 MPH
FRONTAGE ROADS	URBAN COLLECTOR	LOW-SPEED	40 MPH
		LOW-SPEED	30 MPH
CROSS STREETS	URBAN ARTERIAL	LOW-SPEED	40 MPH
	URBAN ARTERIAL	LOW-SPEED	30 MPH
	URBAN COLLECTOR	LOW-SPEED	30 MPH
	LOCAL ROAD	LOW-SPEED	30 MPH
CRAIG STREET CONNECTIONS	URBAN COLLECTOR	LOW-SPEED	20 MPH
U-TURNS	URBAN COLLECTOR	LOW-SPEED	15 MPH
SHARED USE PATH	URBAN COLLECTOR	LOW-SPEED	10 MPH

THE BASIS OF BEARINGS IS DERIVED FROM STATIC GPS DATA COLLECTED ON PUBLISHED TXDOT MONUMENTS REFERENCED TO NAD83 (2011) EPOCH 2010, STATE PLANE TEXAS NORTH CENTRAL ZONE (4202), NAVD88 GEOID 2012A COORDINATE SYSTEM WITH A GRID TO GROUND SURFACE ADJUSTMENT FACTOR OF 1.00012.

NOTES:
1. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012). THIS PROJECT HAS BEEN DESIGNED USING THE DESIGN BUILD AGREEMENT DOCUMENTS INCLUDING ALL THE TECHNICAL DOCUMENTS AND THE TECHNICAL REQUIREMENTS.

2. TDLR INSPECTION REQUIRED.

REVIEWED AND APPROVED BY:
CITY OF KENNEDALE
KRISTIAN SUGRIM
DATE

REVIEWED AND APPROVED BY:
COBB, FENDLEY & ASSOCIATES, INC.
AARON FRICKE, P.E.
03/15/2023
DATE



Texas Department of Transportation
© 2023

SOUTH POINT
CONSTRUCTORS

Kiewit
TBPE REGISTRATION No. F-6649

AECOM
AECOM Technical Services, Inc.- F-3580

CobbFendley
TBPELS Engineering Firm No. 274; Land Surveying Firm No. 10046700

DATE: 3/22/2023 1:43:40 PM
FILE: c:\users\bobbie.foal\appdata\local\bentley\project\se\working\ink\kiewit-us-pw.bentley.com_kiewit-us-pw-01\0603229\500-UT-03001.dgn

GENERAL NOTES

A. GENERAL ITEMS

- PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL BE FAMILIAR WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS PUBLIC WORKS CONSTRUCTION STANDARDS, AND ANY OTHER APPLICABLE STANDARDS. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THE WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL HAVE IN THEIR POSSESSION ALL NECESSARY PERMITS, PLANS, LICENSES, ETC. CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED ENGINEERING PLANS AND SPECIFICATIONS ON-SITE AT ALL TIMES.
- ALL WORK SHALL CONFORM WITH THE CITY OF KENNEDALE DESIGN MANUALS AND STANDARDS. THE DIRECTOR OF PUBLIC WORKS SHALL HAVE THE FINAL DECISION ON ALL CONSTRUCTION MATERIALS, METHODS, AND PROCEDURES.
- CONSTRUCTION INSPECTION WILL BE PERFORMED BY REPRESENTATIVES OF THE CITY. UNRESTRICTED ACCESS SHALL BE PROVIDED TO THEM AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING AND SCHEDULING REQUIRED INSPECTIONS. TESTING SAMPLES SHALL BE COLLECTED AND PROCESSED BY CERTIFIED TECHNICIANS.
- ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA AND PUBLIC R.O.W. UNLESS CONNECTING TO EXISTING WATER METER OR WASTEWATER CLEANOUT. NO ENCROACHMENTS ONTO DEVELOPED OR UNDEVELOPED AREAS OR PRIVATE PROPERTY WILL BE ALLOWED. ANY DAMAGE RESULTING THEREFORE SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR.
- IT WILL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT ALL EXISTING PUBLIC AND PRIVATE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED TO THEIR FACILITIES.
- IF ANY CONFLICT ARISES BETWEEN THE GENERAL NOTES AND ANY OTHER NOTES FOUND IN THE PLANS, THE CITY GENERAL NOTES SHALL TAKE PRECEDENCE.
- THE UTILITY CONTRACTOR SHALL PROVIDE THE CONTRACTOR A TRENCH SAFETY PLAN AS PER NCTCOG SPECIFICATION ITEM NO 107.19.3.3, "TRENCH SAFETY" AND COMPLY WITH TXDOT ITEM NO. 402 "TRENCH EXCAVATION PROTECTION." THIS DOCUMENT WILL BE PRESENTED TO THE LOCAL JURISDICTIONAL AUTHORITY PRIOR TO THE START OF CONSTRUCTION. THE TRENCH SAFETY PLAN SHALL BE PREPARED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS. ALL EXCAVATIONS, TRENCHING, AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION, SAFETY, AND HEALTH REGULATIONS", 29 CFR 1926, SUBPART P, "EXCAVATION", AND ANY AMENDMENTS THERETO. THE UTILITY CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY MEASURES AS REQUIRED.
- FILL MATERIAL SHALL BE PLACED IN LIFTS NOT EXCEEDING EIGHT (8) INCHES IN LOOSE THICKNESS IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES, UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. FILL MATERIAL SHALL BE COMPACTED AT A MINIMUM OF 95 PERCENT MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D 698). IN CONJUNCTION WITH THE COMPACTING OPERATION, FILL MATERIAL SHALL BE BROUGHT TO A MOISTURE CONTENT RANGING FROM (-2) PERCENTAGE POINTS BELOW OPTIMUM TO (+2) PERCENTAGE POINTS ABOVE OPTIMUM (-2 TO +2).
- THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. WHEN REQUIRED BY THE REGULATIONS, THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATIONS FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEMS AND LICENSED BY THE STATE OF TEXAS. SUBMIT PLAN TO THE OWNER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
- ALL TRAFFIC CONTROL WILL COMPLY WITH TMUTCD AND SOUTHPPOINT CONSTRUCTORS TCP PROCEDURES. ALL TCP SHALL BE COORDINATED WITH SOUTHPPOINT CONSTRUCTORS CONSTRUCTION MANAGEMENT.
- CALL 811 AND HAVE UTILITIES MARKED. CONTACT SPC AND HAVE ALL INSTALLED UTILITIES MARKED.

B. EROSION CONTROL & VEGETATION

- TEMPORARY EROSION CONTROL SHALL BE USED TO MINIMIZE THE SPREAD OF SILT AND MUD FROM THE PROJECT ONTO EXISTING STREETS, ALLEYS, DRAINAGEWAYS, AND PUBLIC AND PRIVATE PROPERTY. EROSION CONTROL SHALL MEET REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY, AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND THE REQUIREMENTS OF THE CITY.
- THE CSN OR NOI SHALL BE POSTED IN A LOCATION VIEWABLE TO THE PUBLIC UNTIL CONSTRUCTION IS COMPLETE AND NOTICE OF TERMINATION (NOT) SUBMITTED. THE STORM WATER POLLUTION PREVENTION PLAN (SWP3) SHALL BE READILY AVAILABLE FOR REVIEW BY FEDERAL, STATE, OR LOCAL OFFICIALS.
- NO SOIL DISTURBING ACTIVITIES WILL OCCUR PRIOR TO THE SWP3, ECP, AND ASSOCIATED BEST MANAGEMENT PRACTICES (BMP) BEING FULLY IMPLEMENTED.
- THE CONTRACTOR SHALL EMPLOY MEASURES AS NECESSARY TO PREVENT DIRT, MUD, DEBRIS FROM BEING TRACKED OFF SITE. ANY DIRT, MUD, DEBRIS TRACKED OFFSITE SHALL BE CLEANED UP BY THE CONTRACTOR IMMEDIATELY.
- THE SITE SHALL BE REVIEWED BY THE OPERATOR OR THEIR REPRESENTATIVE WEEKLY, AND AFTER ANY STORM EVENT OF ½" OR MORE. ADJUSTMENTS/REPAIRS TO THE EROSION CONTROL MEASURES WILL BE MADE AS NEEDED. REPEATED FAILURE OF A CONTROL MEASURE REQUIRES INSTALLATION OF A MORE SUITABLE DEVICE TO PREVENT DISCHARGE OF POLLUTANTS.
- CONTRACTOR IS TO CONTAIN ALL RUNOFF FROM STOCKPILED MATERIALS.
- CONTRACTOR SHALL RETAIN FLOATABLE AND WIND-BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND CONSTRUCTION WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF SITE FACILITIES, CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE AND DEBRIS THAT HAVE WASHED OR BLOWN OFF SITE. PERMANENTLY STABILIZE EXPOSED SOIL WITHIN AND ADJACENT TO THE SITE, THAT IS DISTURBED BY VEHICLES, GRADING, AND OTHER CONSTRUCTION ACTIVITIES. STABILIZATION IS OBTAINED WHEN THE SOIL IS COVERED BY A COMBINATION OF STRUCTURES, PAVING, AND PERENNIAL VEGETATION.
- ALL CONTRACTORS SHALL MAINTAIN ANY EXISTING EROSION CONTROL MEASURES.
- A COMPLETED N.O.T. SHALL BE SUBMITTED TO THE STATE AND A COPY OF THIS N.O.T. SHALL BE PROVIDED TO THE CITY OF KENNEDALE PRIOR TO FINAL ACCEPTANCE.

C. WATER

- LINE AND GRADE STAKES FOR CONSTRUCTION OF ALL WATER LINES AND SERVICES SHALL BE FURNISHED BY THE CONTRACTOR, UNLESS SPECIFIED OTHERWISE IN THE CONTRACT. PROPERTY LINES AND CORNERS MUST BE PROPERLY STAKED TO VERIFY THE WATER LINE ALIGNMENT, THE CITY SHALL NOT BE LIABLE FOR IMPROPER ALIGNMENT OR DELAY OF ANY KIND CAUSED BY IMPROPER OR INADEQUATE SURVEYS.
- ALL WATER SERVICES AND WATER METERS SHALL BE SIZE ON SIZE. NO REDUCTIONS ON WATER METERS SIZING ARE ALLOWED FOR SINGLE SERVICES. ALL NEW WATER SERVICES SHALL BE 1 INCH MINIMUM CTS HDPE POLY PIPE WITH STAINLESS STEEL INSERT WITH INTEGRAL TRACER WIRE, UNLESS OTHERWISE INDICATED ON THE PLANS. CORP STOPS WILL BE FORD B41-444W WITH LOCKWING.
- CONTRACTOR WILL FIELD VERIFY ALL CONNECTIONS TO EXISTING WATER LINE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE WHERE APPLICABLE.
- CONTRACTOR WILL RELOCATE EXISTING METER BOXES WHICH CONFLICT WITH THE INSTALLATION OF THE PROPOSED ALIGNMENT TO THE EDGE OF ROW.
- WATER JETTING WILL NOT BE PERMITTED FOR WET BORES.
- EACH METER BOX SHALL BE LOCATED AT THE PROPERTY LINE OR AS SHOWN ON PLAN.
- ALL WATER MAINS SHALL BE AWWA C900 OR C905 PVC DR 18 CLASS 200, WITH BELL AND SPIGOT JOINTS.
- STANDARD PIPE EMBEDMENT SHALL BE CLEAN, WASHED, SOUND, DURABLE, WELL-GRADED CRUSHED ROCK, CRUSHED GRAVEL, OR NATURAL STONE GRAVEL WHICH CONFORMS TO ASTM C33 SIZE NO.57 COARSE AGGREGATE.
- BACKFILL DONE IN 8" LIFTS AND TO MEET OR EXCEED TXDOT SPEC 400.
- MINIMUM COVER SHALL BE 3.5 FEET OR AS REQUIRED TO CLEAR EXISTING UTILITIES, WHICHEVER IS GREATER.
- WATER MAINS IN THE RIGHT-OF-WAY NEAR STORM INLETS SHALL BE CONSTRUCTED WITH A MINIMUM CLEARANCE OF 12 INCHES BEHIND THE INLET BY PULLING THE PIPE USING LONGITUDINAL BENDING IN ACCORDANCE TO 80% OF THE PIPE MANUFACTURERS' REQUIREMENTS.
- ALL EXPOSED BOLTING ON ANY BURIED EQUIPMENT SHALL BE STAINLESS STEEL, INCLUDING BONNET AND STUFFING BOX BOLTS ON VALVES, SHOE BOLTS ON FIRE HYDRANTS, AND FLANGE BOLTS. "COR-TEN" MECHANICAL JOINT "T" BOLTS ARE NOT ACCEPTABLE FOR DIRECT BURIAL SERVICE.
- DOUBLE BELL COUPLINGS MAY NOT BE USED FOR JOINING PIPE EXCEPT IN HORIZONTAL DIRECTIONAL DRILLING.
- COMPACT MECHANICAL JOINT DUCTILE IRON FITTING WITH THRUST RESTRAINING FOLLOWER GLANDS AND CONCRETE THRUST BLOCKS ENCASED IN A POLYETHYLENE SHEATH SHALL BE USED.
- IN ADDITION TO THRUST BLOCKING, ALL FITTINGS MUST BE RESTRAINED.
- STAINLESS STEEL VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES WHERE THE OPERATING NUT IS GREATER THAN 4' BELOW FINISHED GRADE.
- VALVES 18" AND UNDER SHALL BE NON-RISING STEM RESILIENT SEAT GATE VALVES IN ACCORDANCE WITH AWWA C515 AND PLACED IN THE VERTICAL POSITION. VALVES LARGER THAN 18" SHALL BE BUTTERFLY VALVES.
- ALL DIRECT BURIAL VALVES SHALL BE PROVIDED WITH CAST IRON VALVE BOXES WITH CAST IRON STACKS. VALVES STACKS SHALL BE VERTICAL AND CONCENTRIC WITH THE VALVE STEM.
- TRACER WIRE SHALL BE INSTALLED OVER ALL PVC WATER LINES PER CITY OF KENNEDALE STANDARD DETAILS.
- WHEN THERE IS LESS THAN TWO FEET OF CLEARANCE BETWEEN A WATER LINE AND A WASTEWATER LINE, THE CONTRACTOR SHALL INSTALL CONCRETE ENCASEMENT AROUND THE WATER LINES AT THE CROSSING. THE ENCASEMENT SHALL BE A MINIMUM OF 10 LF AND 6" THICK CENTERED AT THE CROSSING.
- CONTRACTOR IS RESPONSIBLE FOR ALL GROUNDWATER PUMPING AND MITIGATION.

D. FIRE HYDRANTS

- FIRE HYDRANTS SHALL BE LOCATED 3' FROM THE EDGE OF PAVEMENT/BACK OF CURB, UNLESS OTHERWISE INDICATED. FIRE HYDRANTS SHALL NOT BE PLACED IN SIDEWALKS.
- FIRE HYDRANTS SHALL CONFORM TO AWWA SPECIFICATIONS C-502. THEY SHALL BE AMERICAN DARLING B-84-B. OPTIONAL 5" STORZ PUMPER CONNECTION IS REQUIRED. USE 6" D.I. NIPPLE WITH M.J. RETAINER GLANDS IF DISTANCE BETWEEN VALVE AND FIRE HYDRANT MUST BE GREATER THAN 17" M.J. ANCHOR TEE FOR 16" AND SMALLER. WHEN USING REGULAR M.J. TEE USE 13" ADAPTER NIPPLE BETWEEN TEE AND VALVE. THE STEAMER NOZZLE SHALL FACE THE STREET. ADJACENT ROADWAY OR AS DIRECTED BY THE FIRE DEPARTMENT.
- ALL FIRE HYDRANTS SHALL BE PAINTED PER KENNEDALE STANDARDS.
- INSTALL ONE 6" M.J. 90 DEGREE BEND IF SHOWN ON PLANS TO REDIRECT THE HYDRANT LEAD.
- FIRE HYDRANTS SHALL BE INSTALLED WITH GRADELOK (HEIGHT ADJUSTMENT MECHANISM) OR APPROVED EQUIVALENT BETWEEN THE HYDRANT AND THE VALVE.

E. MISCELLANEOUS

- TEMPORARY DRAINAGE, SIGNALS, ITS, AND ILLUMINATION ARE PROVIDED ON SEPARATE PLANS AND ARE NOT SHOWN ON THESE SHEETS. SEE ADDITIONAL PLAN PACKAGES FOR INFORMATION RELATED TO THESE ITEMS.
- PROPERTY ACCESS MUST BE MAINTAINED AT ALL TIMES. SOME GENERAL DRIVEWAY CONSTRUCTION HAS BEEN OUTLINED IN PLANS HOWEVER SPC MAY ADJUST IN FIELD AS NECESSARY TO ACCOMMODATE PROPERTY OWNER, VEHICLE ACCESS, AND TO FACILITATE CONSTRUCTION.
- NIGHTLY AND SHORT TERM LANE CLOSURES WILL FOLLOW THE APPROVED TMP CRITERIA AND TXDOT STANDARD PLANS.
- TEMPORARY WALLS ARE SHOWN TO SUPPORT PAVEMENT CONSTRUCTION PHASING. TEMPORARY WALLS REQUIRED FOR OTHER CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO DRAINAGE EXCAVATION AND BRIDGE CONSTRUCTION WILL BE DESIGNED BY THE TEMPORARY STRUCTURES AND CONSTRUCTION DEVICES (TSCD) GROUP AND ARE NOT SHOWN ON THESE PLANS.

ISSUE RECORD			
NO.	DESCRIPTION	DATE	
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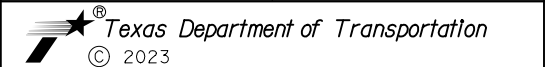

NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
GENERAL NOTES - SEC-U-0522

File Name: S00-UT-03001.dgn	DESIGNED BK	FED.RD. DW.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
Status:	DRAWN	6	F-2022(675)		I-820
RFC	BK	STATE	DISTRICT	COUNTY	SHEET NO.
Date: 03/15/2023	CHECKED MD	TEXAS	FT. WORTH	TARRANT	S00-UT-03001
Sheet: 3 OF 9	APPROVED AF	CONTROL	SECTION	JOB	
		0008	13	125, etc	

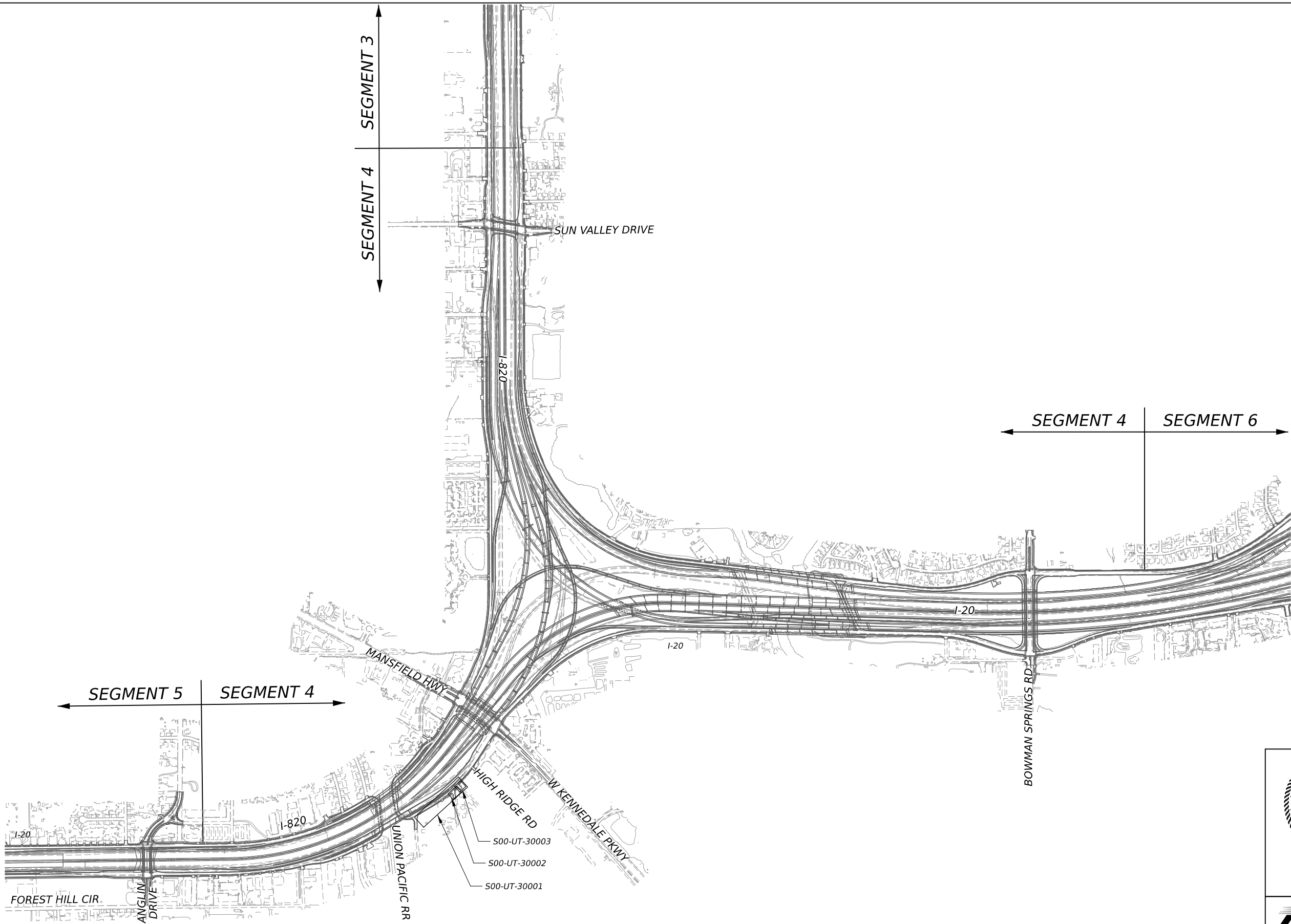


03/15/2023



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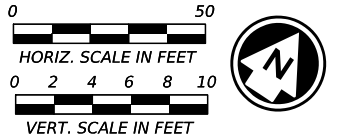
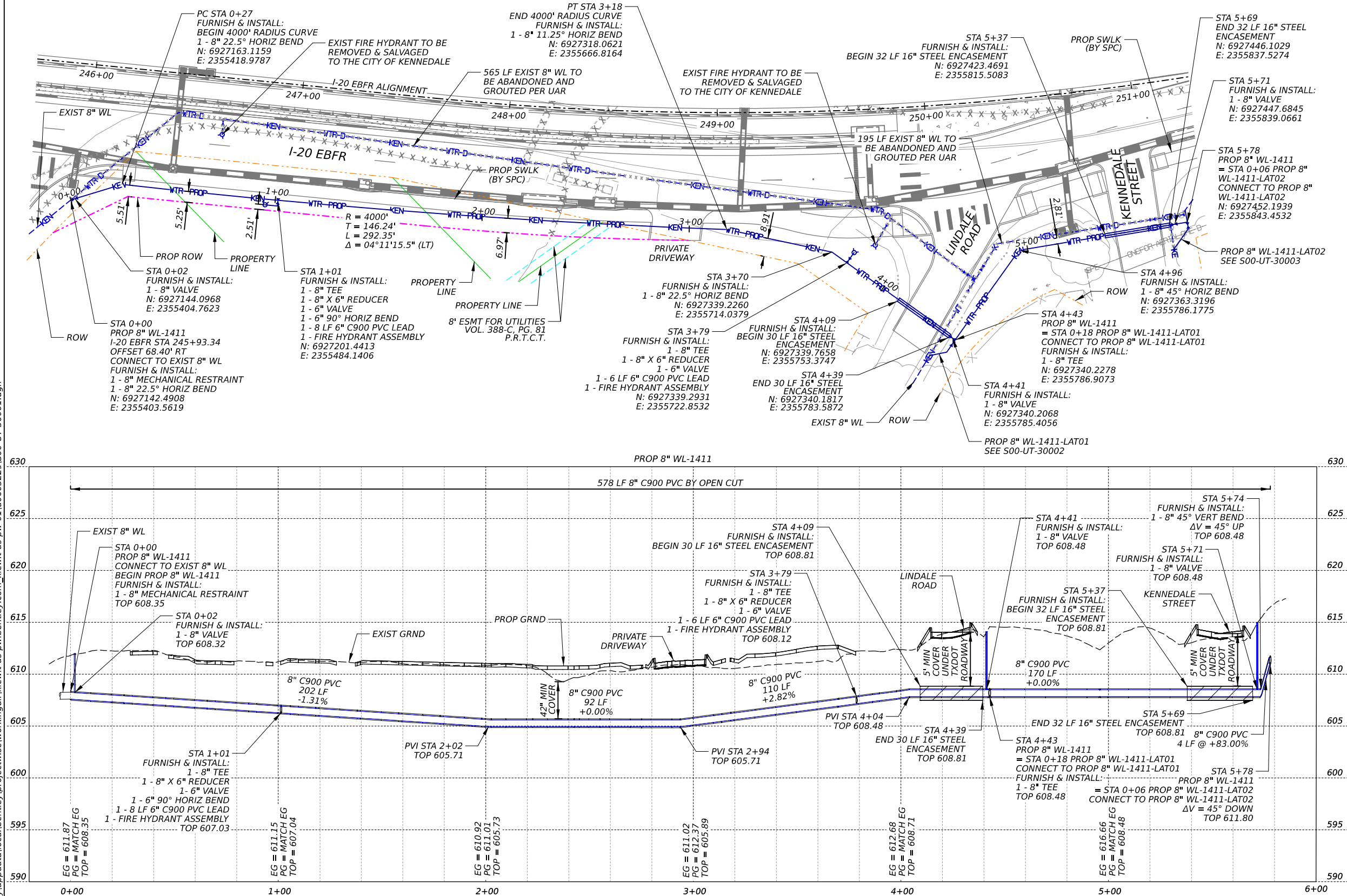



NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
PROJECT KEYMAP - SEC-U-0522

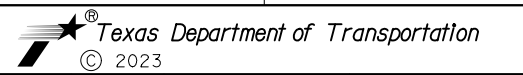
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WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN AND NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

NOTE 1:
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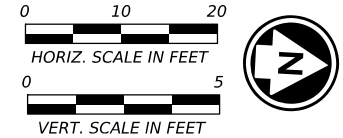
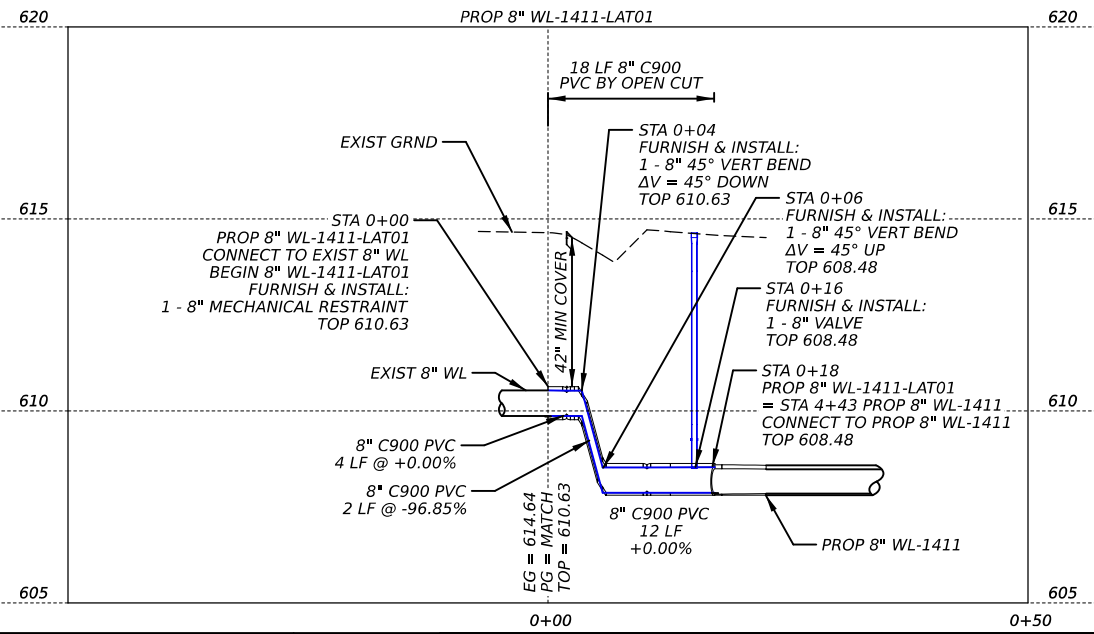
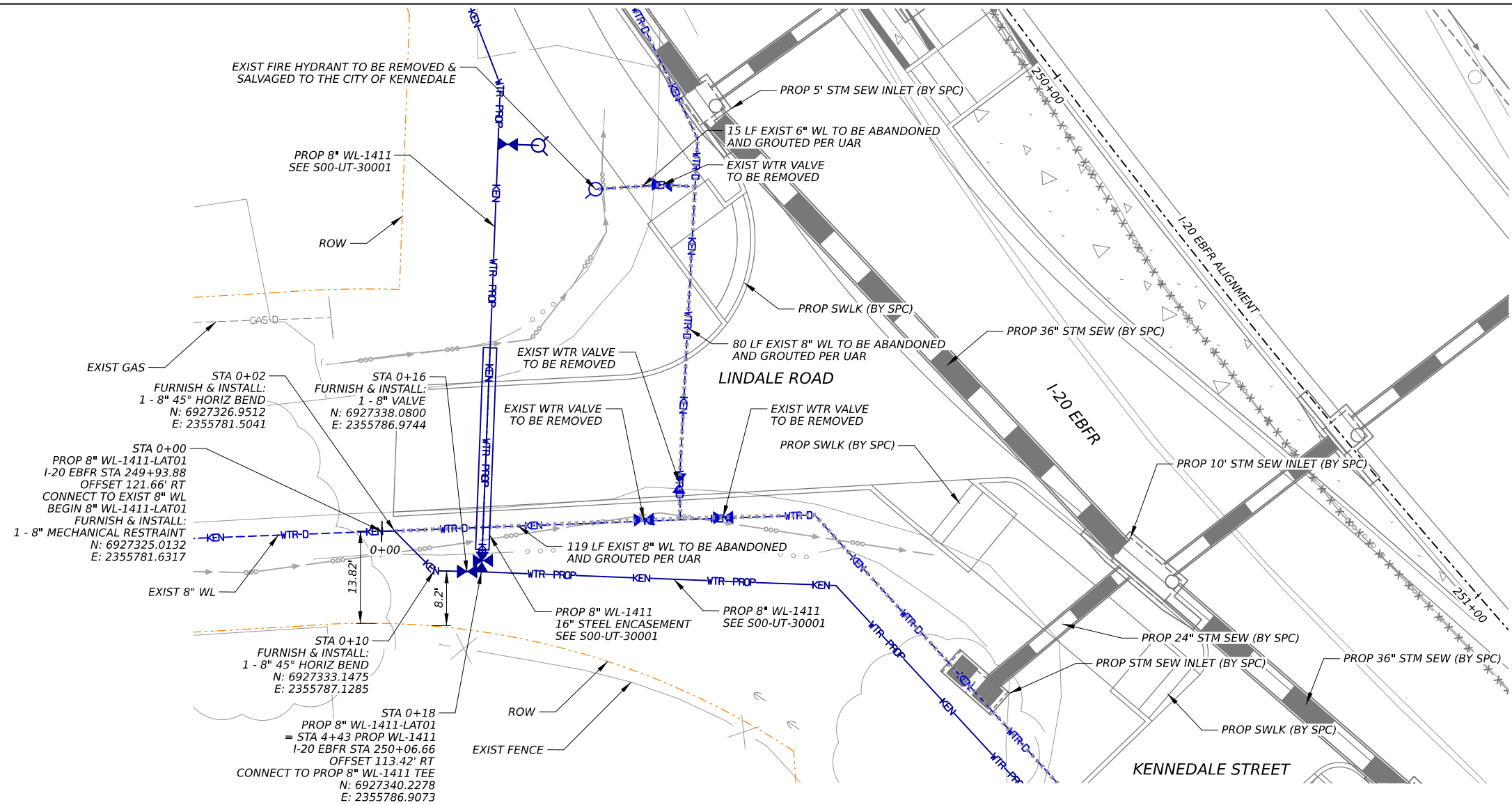


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RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
WATER RELOCATION 1411
STA 0+00 TO STA 5+78

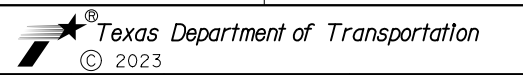
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Date:	03/15/2023	CHECKED	MD	TEXAS	FT. WORTH	TARRANT			
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WARNING:
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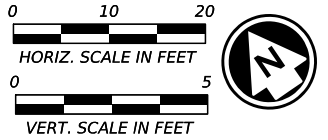
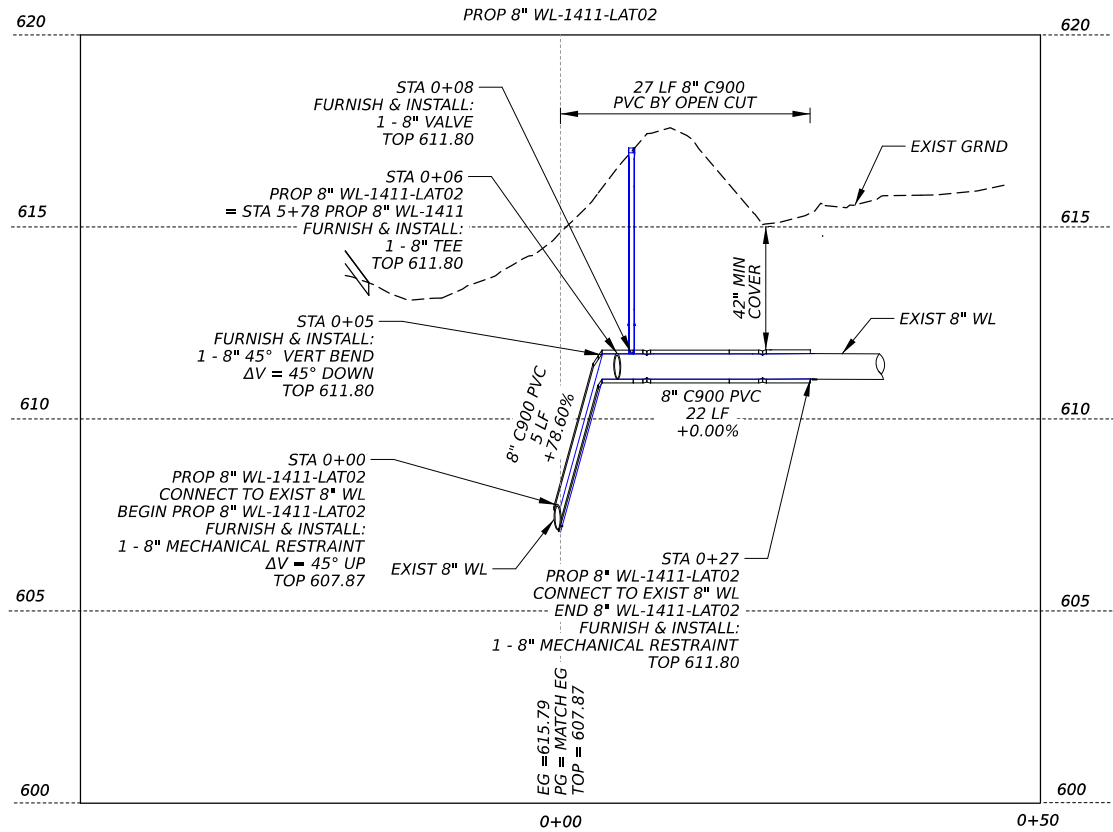
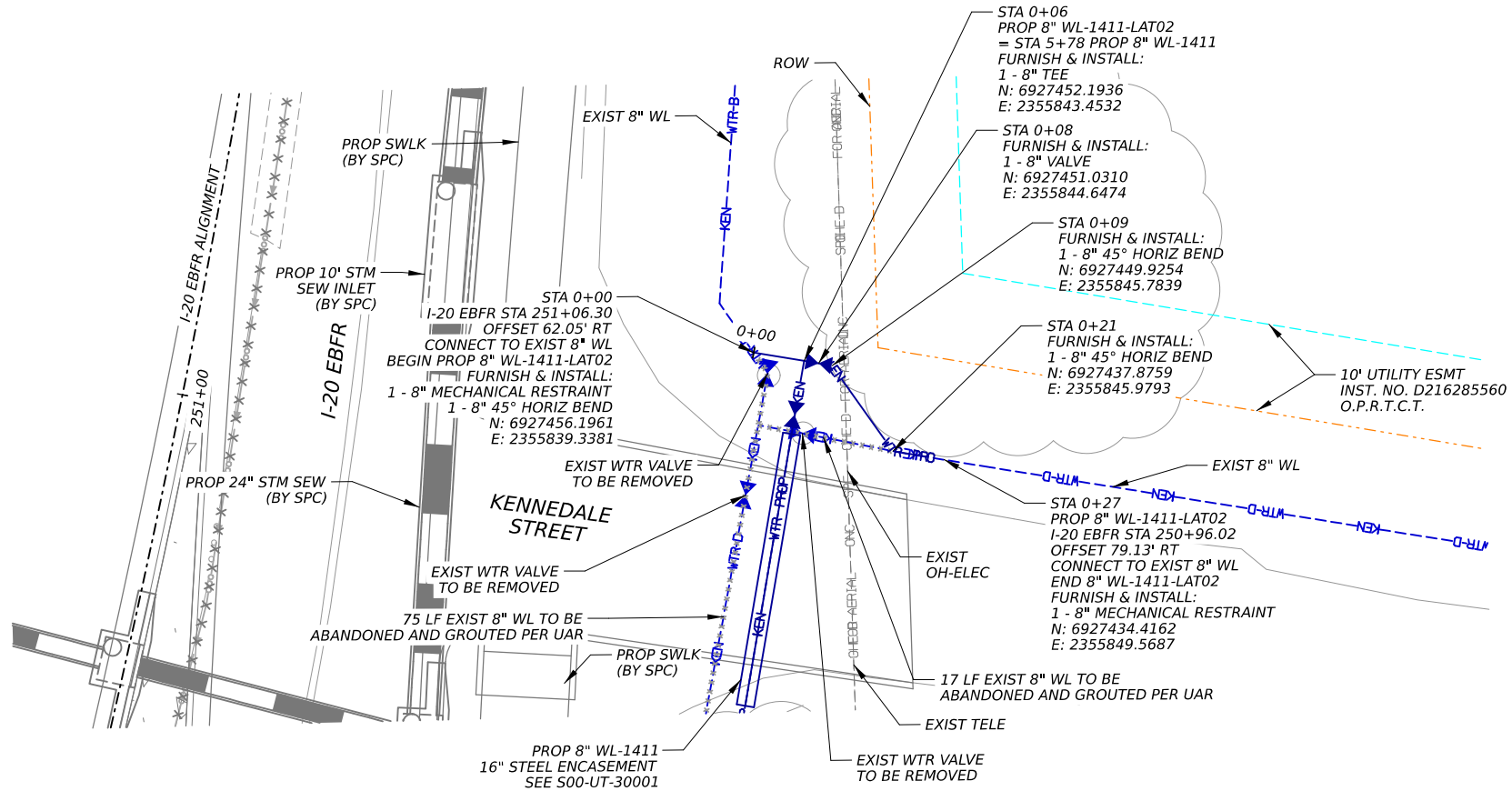


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CONSTRUCTION**

**SOUTHEAST CONNECTOR PROJECT
UTILITIES**
WATER RELOCATION 1411-LAT01
STA 0+00 TO STA 0+18

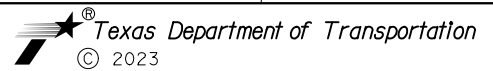
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Date: 03/15/2023	CHECKED MD	SECTION CONTROL	JOB 125, etc	SHEET NO. S00-UT-30002
Sheet: 6 OF 10	APPROVED AF	0008	13	

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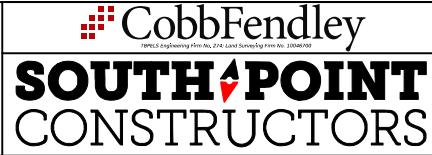


WARNING:
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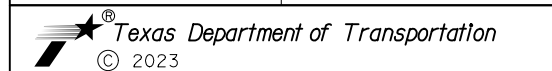
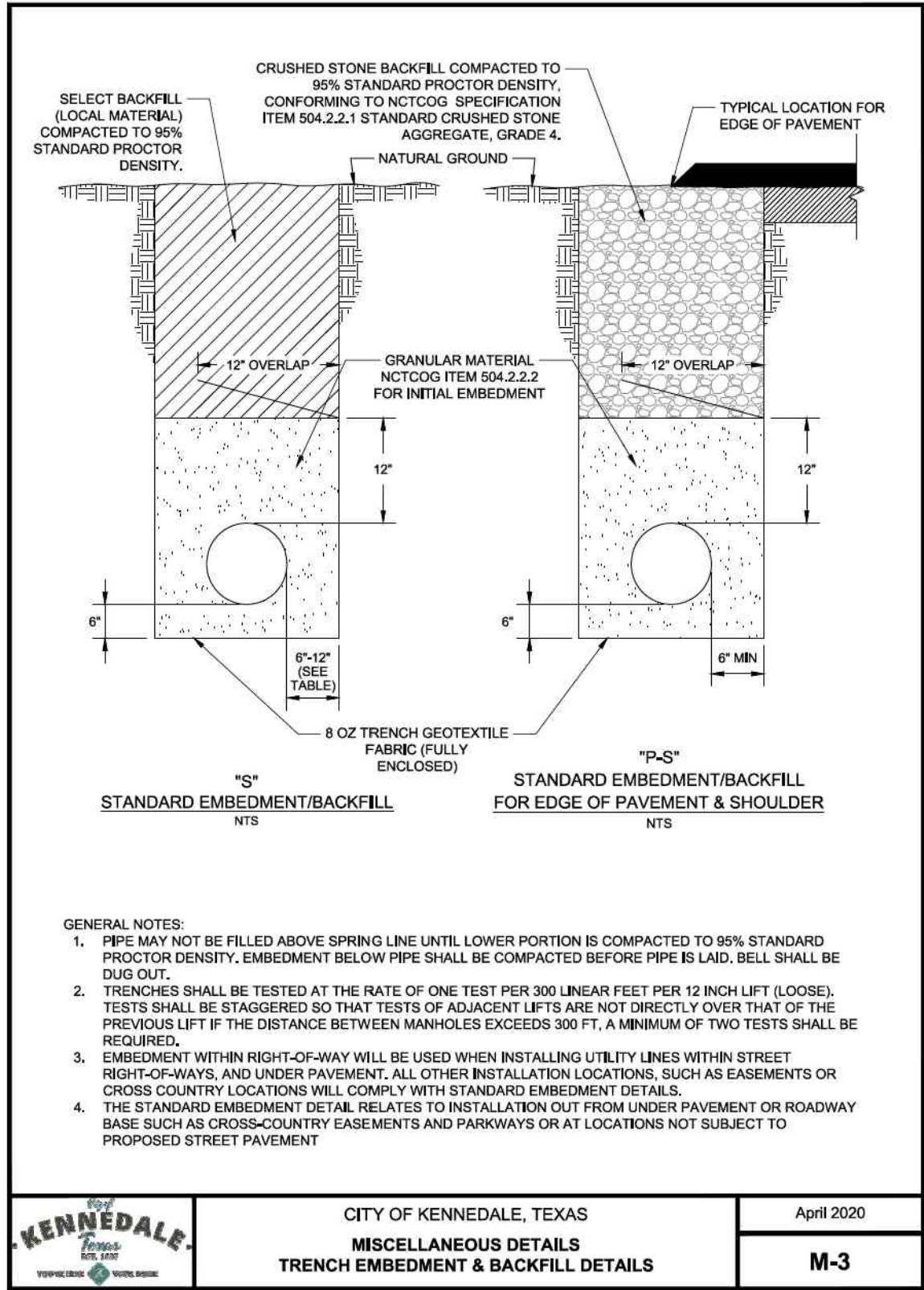
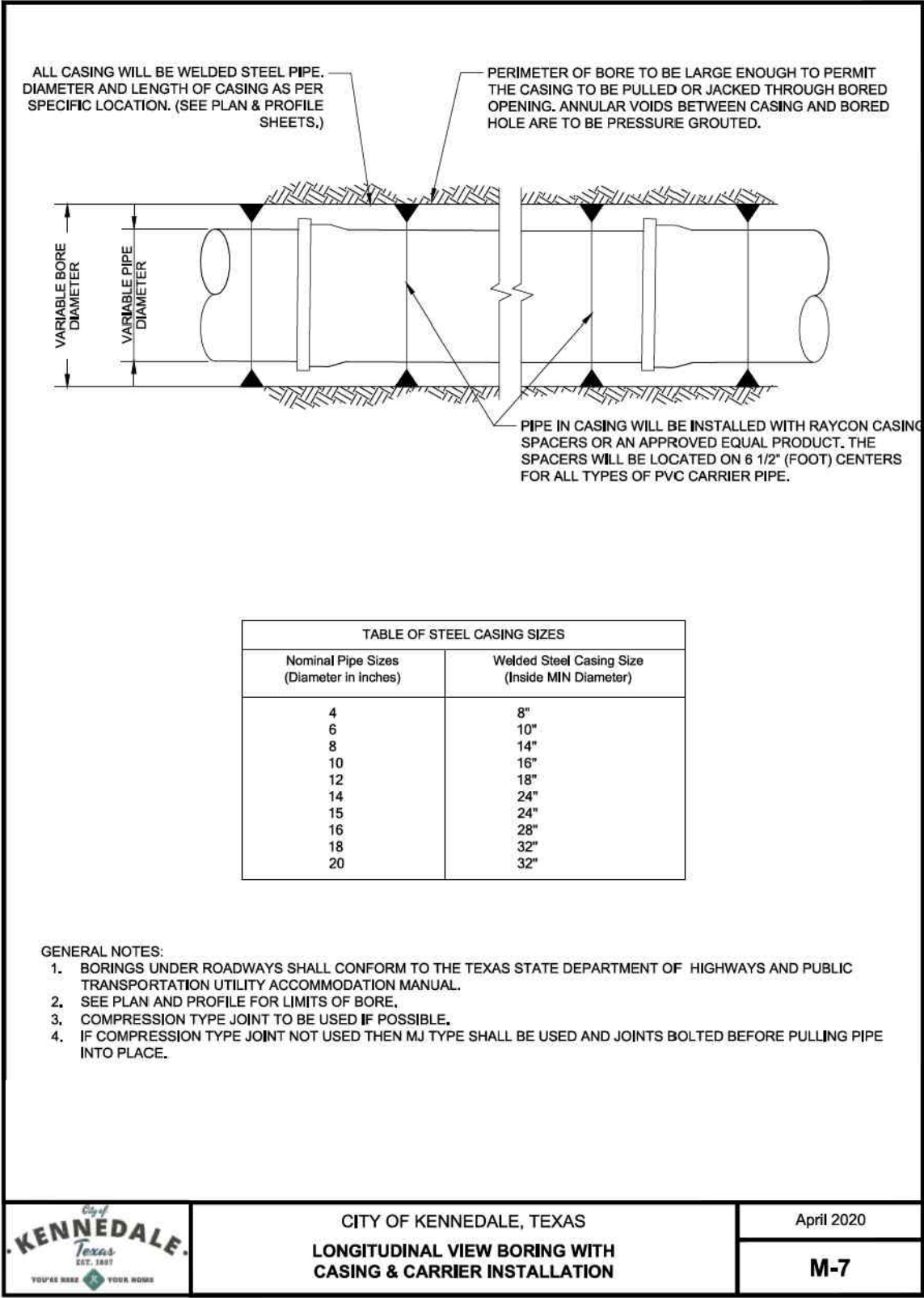


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CONSTRUCTION

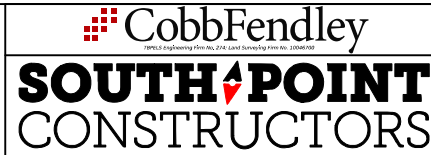
**SOUTHEAST CONNECTOR PROJECT
UTILITIES**
WATERLINE RELOCATION 1411-LAT02
STA 0+00 TO STA 0+27

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Status: RFC	DRAWN BF	STATE TEXAS	DISTRICT FT. WORTH	COUNTY TARRANT
Date: 03/15/2023	CHECKED MD	CONTROL 0008	SECTION 13	JOB 125, etc
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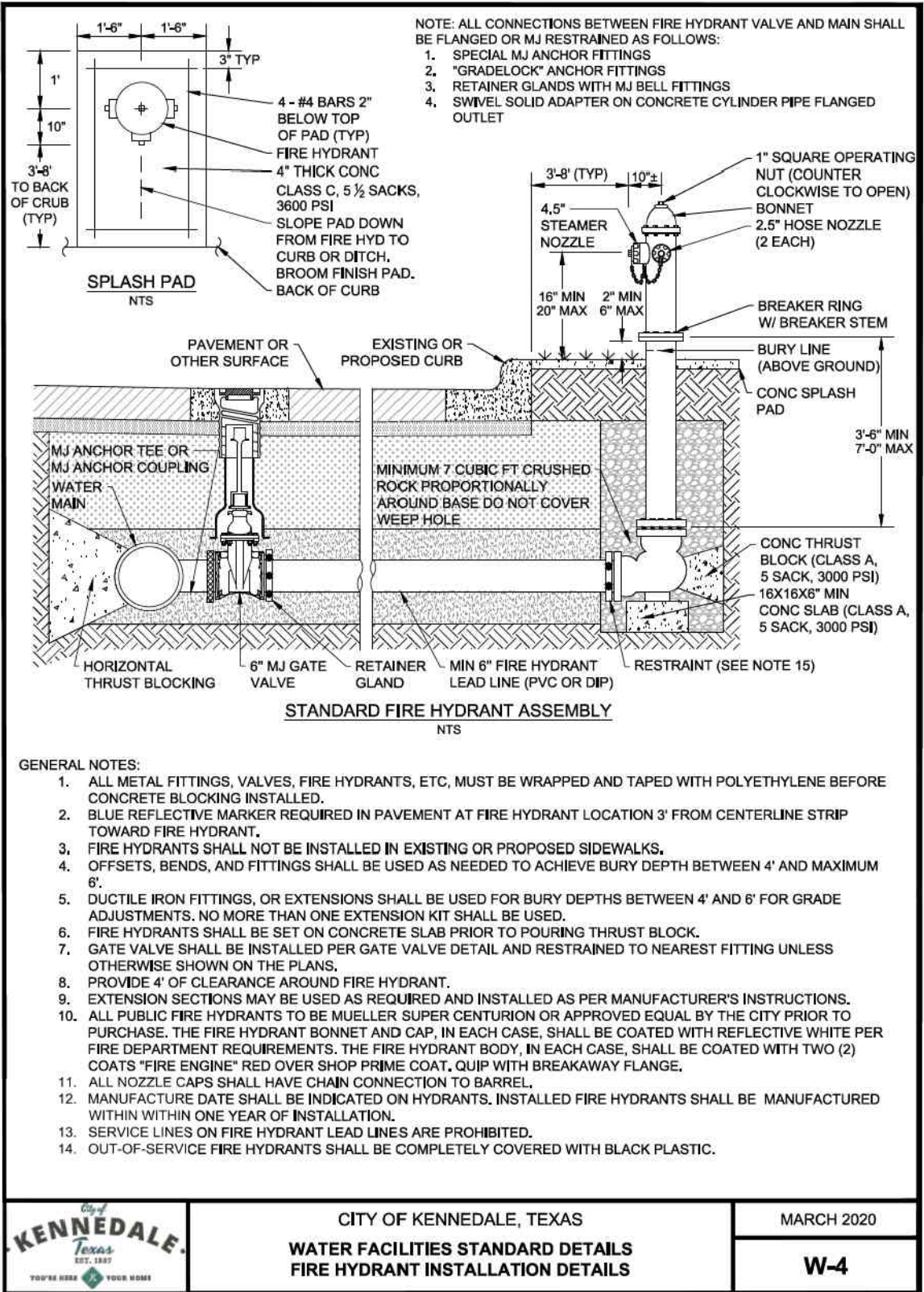
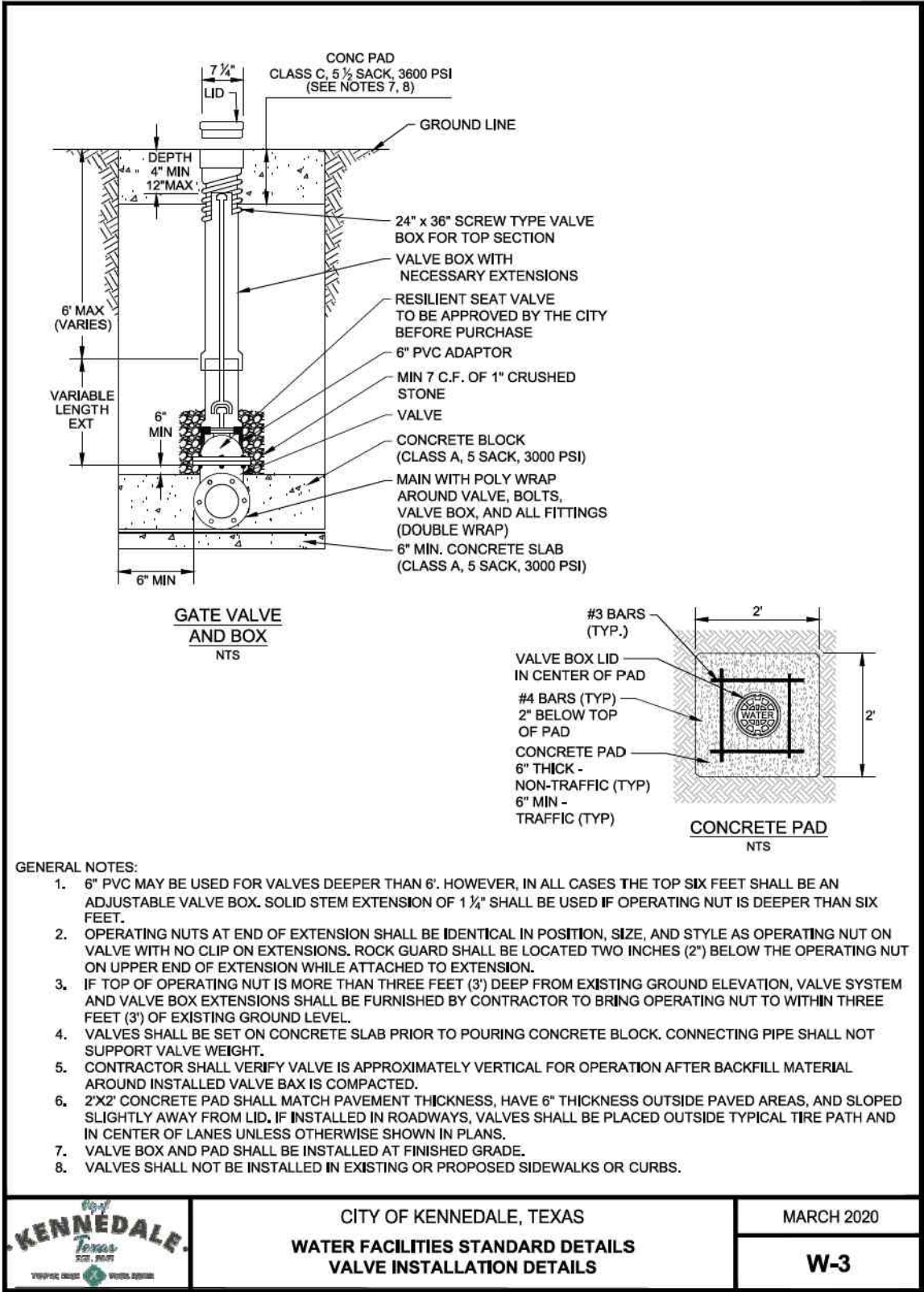


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RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
STANDARD DETAILS - CASING & EMBEDMENT

File Name: S00-UT-99001.dgn	DESIGNED BK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
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Date: 03/15/2023	CHECKED MD	TEXAS	FT. WORTH TARRANT	
Sheet: 8 OF 10	APPROVED AF	CONTROL 0008	SECTION 13	JOB 125, etc
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Texas Department of Transportation
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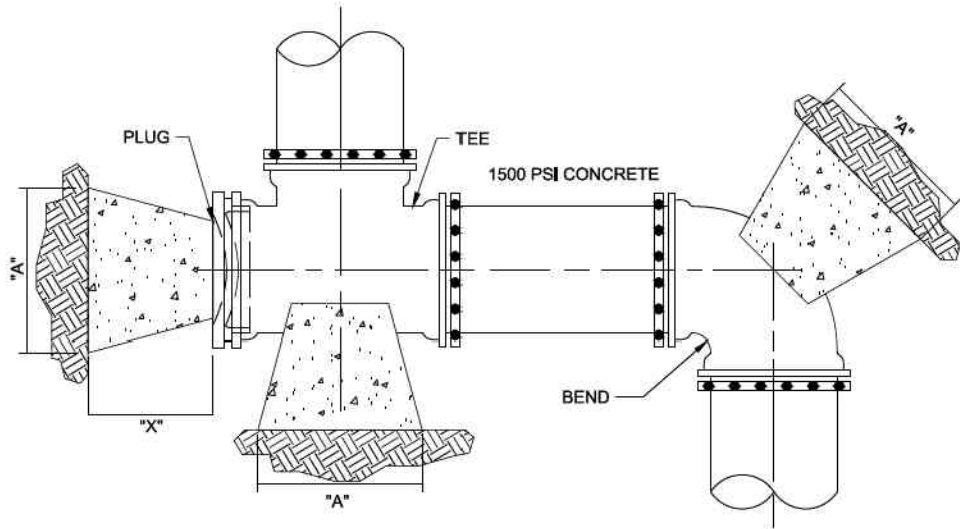


NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
STANDARD DETAILS - VALVE & FIRE HYDRANT

File Name: 500-UT-99002.dgn	DESIGNED BK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
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BLOCKING TABLE

PIPE SIZE	"X" DIM	PLUGS AND TEES			90° BENDS			45° BENDS			22° 30' BENDS			11° 15' BENDS		
		"A"	MIN. AREA	MAX. VOL.	"B"	MIN. AREA	MAX. VOL.	"C"	MIN. AREA	MAX. VOL.	"D"	MIN. AREA	MAX. VOL.	"E"	MIN. AREA	MAX. VOL.
4"	1' - 0"	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05
6"	1' - 6"	1' - 0"	1.06	0.09	1' - 2"	1.50	0.09	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05
8"	1' - 6"	1' - 3"	1.89	0.11	1' - 6"	2.66	0.16	1' - 3"	1.44	0.08	1' - 0"	0.83	0.05	1' - 0"	0.83	0.05
10"	1' - 6"	1' - 9"	2.95	0.17	2' - 0"	4.17	0.24	1' - 6"	2.26	0.13	1' - 3"	1.15	0.07	1' - 0"	0.83	0.05
12"	1' - 6"	2' - 0"	4.25	0.24	2' - 3"	6.00	0.34	1' - 9"	3.25	0.18	1' - 3"	1.65	0.10	1' - 0"	0.83	0.05
16"	2' - 0"	2' - 7"	7.34	0.56	3' - 0"	10.65	0.79	2' - 3"	5.76	0.43	1' - 8"	2.94	0.22	1' - 2"	1.48	0.11
18"	2' - 0"	2' - 11"	7.70	0.57	3' - 8"	10.89	0.82	2' - 6"	5.89	0.44	1' - 10"	3.01	0.22	1' - 5"	1.51	0.11
20"	2' - 0"	3' - 3"	3.70	0.59	3' - 9"	11.12	0.59	2' - 9"	6.01	0.45	2' - 0"	3.07	0.23	1' - 7"	1.54	0.12
24"	2' - 0"	3' - 8"	11.33	0.84	4' - 3"	16.00	1.20	3' - 2"	8.86	0.65	2' - 6"	4.42	0.33	1' - 10"	2.22	0.17

GENERAL NOTES:

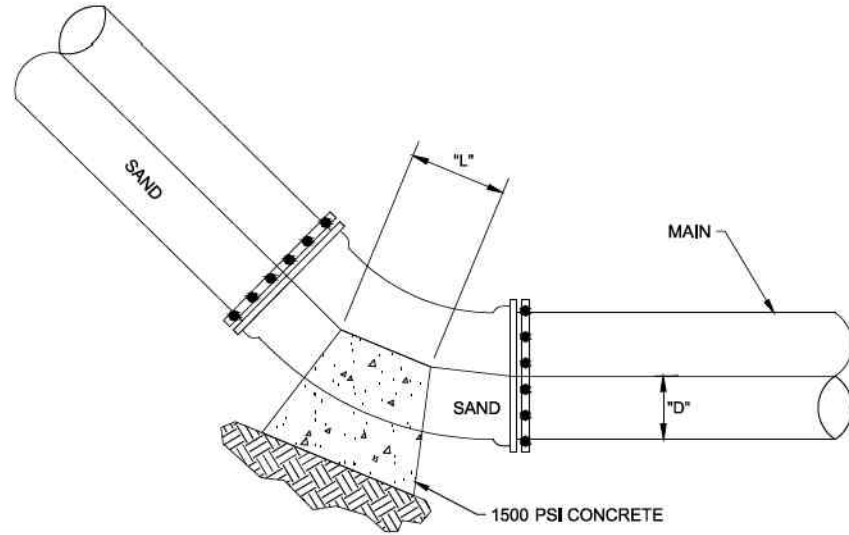
- CALCULATIONS IN MINIMUM AREA COLUMN ARE IN SQUARE FT. CALCULATIONS IN MAXIMUM VOLUME ARE IN CY.
- DIMENSION "X" TO BE A MINIMUM OF 1", BUT IS TO BE INCREASED WHERE NECESSARY TO PROVIDE BEARING AGAINST UNDISTRIBUTED TRENCH WALL.
- CONCRETE FOR THRUST BLOCKS SHALL BE CLASS A (5 SACKS) (3000 PSI).



CITY OF KENNEDALE, TEXAS
WATER FACILITIES STANDARD DETAILS
THRUST BLOCKING DETAILS

MARCH 2020

W-1



PIPE SIZE	11°-15°		22°-30°		45°		90°	
	L	MAX VOL.	L	MAX VOL.	L	MAX VOL.	L	MAX VOL.
6"	0.42	0.02	0.45	0.02	0.5	0.02	1	0.04
8"	0.42	0.02	0.45	0.02	0.8	0.04	1.4	0.06
10"	0.42	0.03	0.58	0.03	1.15	0.06	2.03	0.11
12"	0.42	0.04	0.73	0.05	1.43	0.09	2.53	0.17
16"	0.42	0.08	0.74	0.14	1.48	0.27	2.61	0.48
18"	0.66	0.14	1.3	0.28				
20"	0.44	0.18	1.53	0.36				
18"	0.88	0.18	1.74	0.37				
20"	1.03	0.24	2.04	0.38				
18"	1.05	0.22	2.03	0.43				
20"	1.2	0.28	2.38	0.56				

SEE PLAN FOR SHEET BLOCKING



CITY OF KENNEDALE, TEXAS
WATER FACILITIES STANDARD DETAILS
THRUST BLOCKING DETAILS AT BOTTOM BENDS

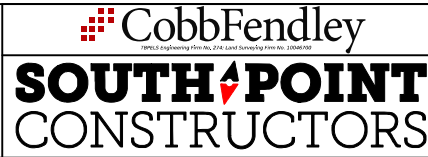
MARCH 2020

W-2



Texas Department of Transportation
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ISSUE RECORD		
NO.	DESCRIPTION	DATE
0	RELEASED FOR CONSTRUCTION	03/15/2023



NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
STANDARD DETAILS - THRUST BLOCKING

File Name: S00-UT-99003.dgn	DESIGNED BK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BK	STATE TEXAS	DISTRICT FT. WORTH	SHEET NO. TARRANT
Date: 03/15/2023	CHECKED MD	CONTROL 0008	SECTION 13	JOB 125, etc
Sheet: 10 OF 10	APPROVED AF			S00-UT-99003

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

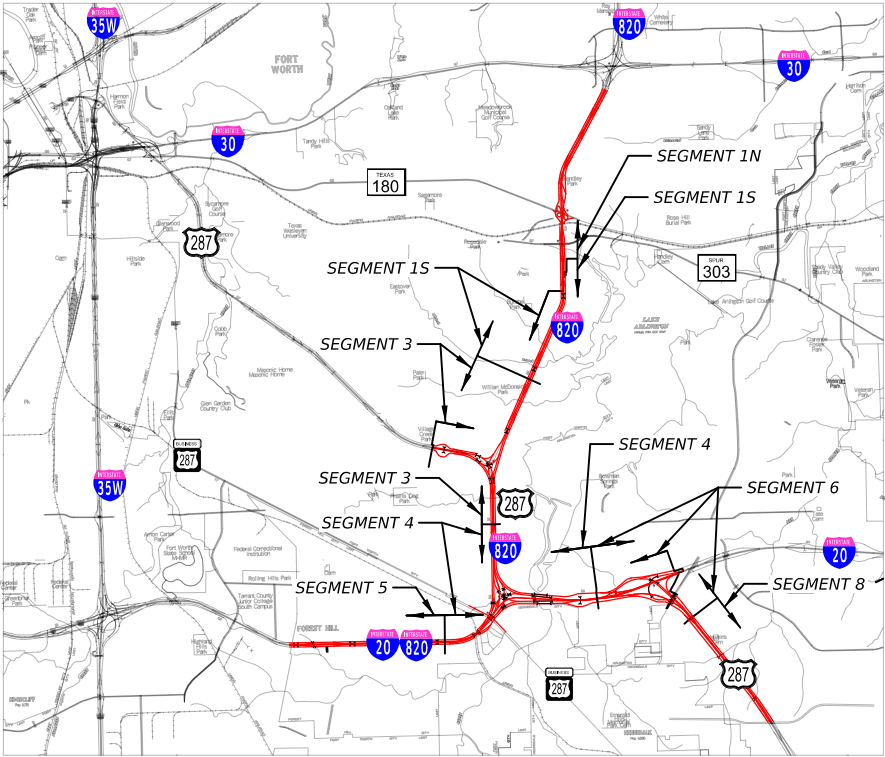
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT
F-2022(675)
CSj: 0008-13-125, ETC.

SOUTHEAST CONNECTOR PROJECT
TARRANT COUNTY

LIMITS/LENGTH:	I-20	FROM I-20/I-820 INTERCHANGE TO FOREST HILL DRIVE	= 2.2 MILES
	I-20	FROM I-20/I-820 INTERCHANGE TO LITTLE ROAD	= 2.3 MILES
	I-820	FROM I-20/I-820 INTERCHANGE TO RAMEY AVENUE	= 6.2 MILES
	US 287N	FROM I-820/US 287 INTERCHANGE TO VILLAGE CREEK ROAD	= 0.8 MILES
	US 287S	FROM I-20/US 287 INTERCHANGE TO SUBLETT ROAD	= 2.2 MILES

NEEDS SPC RELEASE FOR CONSTRUCTION
CITY OF KENNEDALE
RELOCATION: 3409 & 3410
230315_S00_UT_R_COKN-S-PK01
SEC-U-0522



PROJECT LOCATION MAP
N.T.S.

DESIGNED BK	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
DRAWN BK	6	F-2022(675)		I-820
CHECKED MD	STATE	DISTRICT	COUNTY	S00-UT-00001
APPROVED AF	TEXAS	FT. WORTH	TARRANT	
	CONTROL	SECTION	JOB	
	0008	13	125, etc	

FUNCTIONAL CLASSIFICATION, DESIGN SPEED:			
MAINLANES	URBAN INTERSTATE/URBAN FREEWAY	HIGH-SPEED	70 MPH
	URBAN INTERSTATE	HIGH-SPEED	50 MPH
COLLECTOR-DISTRIBUTORS	URBAN INTERSTATE	HIGH-SPEED	50 MPH
		HIGH-SPEED	50 MPH
DIRECT CONNECTORS	URBAN INTERSTATE	HIGH-SPEED	45 MPH
		HIGH-SPEED	40 MPH
RAMPS	URBAN ARTERIAL	HIGH-SPEED	50 MPH
		HIGH-SPEED	40 MPH
FRONTAGE ROADS	URBAN COLLECTOR	LOW-SPEED	40 MPH
		LOW-SPEED	30 MPH
CROSS STREETS	URBAN ARTERIAL	LOW-SPEED	40 MPH
	URBAN ARTERIAL	LOW-SPEED	30 MPH
	URBAN COLLECTOR	LOW-SPEED	30 MPH
	LOCAL ROAD	LOW-SPEED	30 MPH
CRAIG STREET CONNECTIONS	URBAN COLLECTOR	LOW-SPEED	20 MPH
U-TURNS	URBAN COLLECTOR	LOW-SPEED	15 MPH
SHARED USE PATH	URBAN COLLECTOR	LOW-SPEED	10 MPH

THE BASIS OF BEARINGS IS DERIVED FROM STATIC GPS DATA COLLECTED ON PUBLISHED TXDOT MONUMENTS REFERENCED TO NAD83 (2011) EPOCH 2010, STATE PLANE TEXAS NORTH CENTRAL ZONE (4202), NAVD88 GEOID 2012A COORDINATE SYSTEM WITH A GRID TO GROUND SURFACE ADJUSTMENT FACTOR OF 1.00012.

NOTES:
1. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012). THIS PROJECT HAS BEEN DESIGNED USING THE DESIGN BUILD AGREEMENT DOCUMENTS INCLUDING ALL THE TECHNICAL DOCUMENTS AND THE TECHNICAL REQUIREMENTS.

2. TDLR INSPECTION REQUIRED.

REVIEWED AND APPROVED BY:
CITY OF KENNEDALE KRISTIAN SUGRIM DATE

REVIEWED AND APPROVED BY:
COBB, FENDLEY & ASSOCIATES, INC. AARON FRICKE, P.E. 03/15/2023 DATE



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SOUTH POINT
CONSTRUCTORS

Kiewit
TBPE REGISTRATION No. F-6649

AECOM
AECOM Technical Services, Inc.- F-3580

CobbFendley
TBPELS Engineering Firm No. 274; Land Surveying Firm No. 10046700

DATE: 3/15/2023 12:38:54 PM
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GENERAL NOTES

A. GENERAL ITEMS

- 1. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL BE FAMILIAR WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS PUBLIC WORKS CONSTRUCTION STANDARDS, AND ANY OTHER APPLICABLE STANDARDS. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THE WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
- 2. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL HAVE IN THEIR POSSESSION ALL NECESSARY PERMITS, PLANS, LICENSES, ETC. CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED ENGINEERING PLANS AND SPECIFICATIONS ON-SITE AT ALL TIMES.
- 3. ALL WORK SHALL CONFORM WITH THE CITY OF KENNEDALE DESIGN MANUALS AND STANDARDS. THE DIRECTOR OF PUBLIC WORKS SHALL HAVE THE FINAL DECISION ON ALL CONSTRUCTION MATERIALS, METHODS, AND PROCEDURES.
- 4. CONSTRUCTION INSPECTION WILL BE PERFORMED BY REPRESENTATIVES OF THE CITY. UNRESTRICTED ACCESS SHALL BE PROVIDED TO THEM AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING AND SCHEDULING REQUIRED INSPECTIONS. TESTING SAMPLES SHALL BE COLLECTED AND PROCESSED BY CERTIFIED TECHNICIANS.
- 5. ALL CONTRACTORS MUST CONFINED THEIR ACTIVITIES TO THE WORK AREA AND PUBLIC R.O.W. UNLESS CONNECTING TO EX. WATER METER OR WASTEWATER CLEANOUT. NO ENCROACHMENTS ONTO DEVELOPED OR UNDEVELOPED AREAS OR PRIVATE PROPERTY WILL BE ALLOWED UNLESS CONNECTING TO EXISTING WATER METER OR WASTEWATER CLEAN OUT. ANY DAMAGE RESULTING THEREFORE SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR.
- 6. IT WILL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT ALL EXISTING PUBLIC AND PRIVATE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED TO THEIR FACILITIES.
- 7. IF ANY CONFLICT ARISES BETWEEN THE GENERAL NOTES AND ANY OTHER NOTES FOUND IN THE PLANS, THE CITY GENERAL NOTES SHALL TAKE PRECEDENCE.
- 8. ALL TRAFFIC CONTROL WILL COMPLY WITH TMUTCD AND SOUTHPOINT CONSTRUCTORS TCP PROCEDURES. ALL TCP SHALL BE COORDINATED WITH SPC'S CONSTRUCTION MANAGEMENT.
- 9. THE UTILITY CONTRACTOR SHALL PROVIDE THE CONTRACTOR A TRENCH SAFETY PLAN AS PER NCTCOG SPECIFICATION ITEM NO 107.19.3.3, "TRENCH SAFETY" AND COMPLY WITH TXDOT ITEM NO. 402 "TRENCH EXCAVATION PROTECTION." THIS DOCUMENT WILL BE PRESENTED TO THE LOCAL JURISDICTIONAL AUTHORITY PRIOR TO THE START OF CONSTRUCTION. THE TRENCH SAFETY PLAN SHALL BE PREPARED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS. ALL EXCAVATIONS, TRENCHING, AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION, SAFETY, AND HEALTH REGULATIONS", 29 CFR 1926, SUBPART P, "EXCAVATION", AND ANY AMENDMENTS THERETO. THE UTILITY CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY MEASURES AS REQUIRED.
- 10. FILL MATERIAL SHALL BE PLACED IN LIFTS NOT EXCEEDING EIGHT (8) INCHES IN LOOSE THICKNESS IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES, UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. FILL MATERIAL SHALL BE COMPACTED AT A MINIMUM OF 95 PERCENT MAXIMUM STANDARD PROCTOR DRY DENSITY (TXDOT TEX-114-E). IN CONJUNCTION WITH THE COMPACTING OPERATION, FILL MATERIAL SHALL BE BROUGHT TO A MOISTURE CONTENT RANGING FROM (-2) PERCENTAGE POINTS BELOW OPTIMUM TO (+2) PERCENTAGE POINTS ABOVE OPTIMUM (-2 TO +2).
- 11. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. WHEN REQUIRED BY THE REGULATIONS, THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATIONS FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEMS AND LICENSED BY THE STATE OF TEXAS. SUBMIT PLAN TO THE OWNER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
- 12. CALL 811 AND HAVE UTILITIES MARKED. CONTACT SPC AND HAVE ALL INSTALLED UTILITIES MARKED.

B. EROSION CONTROL & VEGETATION

- 1. TEMPORARY EROSION CONTROL SHALL BE USED TO MINIMIZE THE SPREAD OF SILT AND MUD FROM THE PROJECT ONTO EXISTING STREETS, ALLEYS, DRAINAGEWAYS, AND PUBLIC AND PRIVATE PROPERTY. EROSION CONTROL SHALL MEET REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY, AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND THE REQUIREMENTS OF THE CITY.
- 2. NO SOIL DISTURBING ACTIVITIES WILL OCCUR PRIOR TO THE SWP3, ECP, AND ASSOCIATED BEST MANAGEMENT PRACTICES (BMP) BEING FULLY IMPLEMENTED.
- 3. THE CONTRACTOR SHALL EMPLOY MEASURES AS NECESSARY TO PREVENT DIRT, MUD, DEBRIS FROM BEING TRACKED OFF SITE. ANY DIRT, MUD, DEBRIS TRACKED OFFSITE SHALL BE CLEANED UP BY THE CONTRACTOR IMMEDIATELY.
- 4. CONTRACTOR IS TO CONTAIN ALL RUNOFF FROM STOCKPILED MATERIALS.
- 5. CONTRACTOR SHALL RETAIN FLOATABLE AND WIND-BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND CONSTRUCTION WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF SITE FACILITIES, CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE AND DEBRIS THAT HAVE WASHED OR BLOWN OFF SITE. PERMANENTLY STABILIZE EXPOSED SOIL WITHIN AND ADJACENT TO THE SITE, THAT IS DISTURBED BY VEHICLES, GRADING, AND OTHER CONSTRUCTION ACTIVITIES. STABILIZATION IS OBTAINED WHEN THE SOIL IS COVERED BY A COMBINATION OF STRUCTURES, PAVING, AND PERENNIAL VEGETATION.
- 6. ALL CONTRACTORS SHALL MAINTAIN ANY EXISTING EROSION CONTROL MEASURES.
- 7. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED. REVEGETATION SHALL CONSIST OF SODDING, SEEDING OR HYDROMULCH AS COORDINATED WITH THE CITY OF KENNEDALE. THE TYPE OF REVEGETATION MUST BE EQUAL TO OR EXCEED THE TYPE OF VEGETATION PRESENT PRIOR TO CONSTRUCTION.

C. WASTEWATER

- 1. LINE AND GRADE STAKES FOR CONSTRUCTION OF ALL WASTEWATER LINES AND SERVICES SHALL BE FURNISHED BY THE CONTRACTOR, UNLESS SPECIFIED OTHERWISE IN THE CONTRACT. PROPERTY LINES AND CORNERS MUST BE PROPERLY STAKED TO VERIFY THE WASTEWATER LINE ALIGNMENT. THE CITY SHALL NOT BE LIABLE FOR IMPROPER ALIGNMENT OR DELAY OF ANY KIND CAUSED BY IMPROPER OR INADEQUATE SURVEYS.
- 2. UNLESS OTHERWISE NOTED ON THE PLANS, ALL WASTEWATER PIPE SHALL BE SDR 26 PVC IF DEPTH OF PIPE IS GREATER THAN 10' OR SDR 35 PVC IF DEPTH OF PIPE IS LESS THAN 10' FROM PROPOSED GRADE. PER WASTEWATER NOTE 6, PRESSURE RATED PIPE (C900) TO BE INSTALLED WHERE C-C SEPARATION BETWEEN ANY WATER AND PROPOSED WASTEWATER LINE IS LESS THAN 10', REGARDLESS OF DEPTH.
- 3. WASTEWATER PIPE JOINT MATERIALS SHALL HAVE RESILIENT PROPERTIES CONFORMING TO ASTM F 477.
- 4. CLEANOUTS SHALL BE PVC AND HAVE A BOLTED CLEANOUT CAP.
- 5. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR WILL FIELD VERIFY ALL CONNECTIONS TO EXISTING WASTEWATER.
- 6. MINIMUM OF 9' C-C SEPARATION BETWEEN ANY WATER AND PROPOSED WASTEWATER LINES FOR SDR-35/26. PRESSURE RATED PIPE (C900) TO BE USED WHERE SEPARATION IS LESS THAN 9'.
- 7. ALL WASTEWATER LINES AND LATERALS SHALL BE TESTED BY PULLING A MANDREL, AIR PRESSURE TEST, AND TELEVISION VIDEO. THE TELEVISION VIDEO SHALL BE PROVIDED TO THE CITY INSPECTOR IN A DVD FORMAT AND SHALL BE LABELED ACCORDINGLY FOR CITY RECORD.
- 8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY BYPASS PUMPING WHERE APPLICABLE.
- 9. ALL WASTEWATER MANHOLES WITHIN FLOOD PLAINS OR FLOOD PRONE AREAS REQUIRE TYPE 'S' MANHOLE LIDS.
- 10. ALL MANHOLES SHALL BE VACUUM TESTED WHERE A 10" MERCURY VACUUM IS DEVELOPED. THE AIR VACUUM SHALL THEN BE MONITORED FOR A TEST PERIOD OF 2 MINUTES. THE ALLOWABLE DROP IN AIR VACUUM SHALL BE NO GREATER THAN 1" MERCURY OVER THE TEST PERIOD.
- 11. THE CONTRACTOR SHALL INSTALL CITY OF KENNEDALE STANDARD WASTEWATER MANHOLE LIDS ON ALL MANHOLES.
- 12. STANDARD PIPE EMBEDMENT SHALL BE CLEAN, CRUSHED GRAVEL, WASHED, SOUND, DURABLE, WELL-GRADED CRUSHED ROCK, CRUSHED GRAVEL, OR NATURAL STONE GRAVEL WHICH CONFORMS TO ASTM C33 SIZE NO.58 COARSE AGGREGATE.
- 13. MINIMUM COVER SHALL BE 3.5 FEET.
- 14. WHEN THERE IS LESS THAN TWO FEET OF VERTICAL CLEARANCE BETWEEN A WASTEWATER LINE AND A STORM SEWER, THE CONTRACTOR SHALL INSTALL CONCRETE ENCASEMENT AROUND THE WASTEWATER LINES AT THE STORM CROSSING. THE ENCASEMENT SHALL BE A MINIMUM OF 10 LF AND 6" THICK CENTERED AT THE CROSSING.
- 15. TRACER WIRE SHALL BE INSTALLED OVER ALL PVC WASTEWATER LINES PER CITY OF KENNEDALE STANDARD DETAILS.
- 16. BACKFILL DONE IN 8" LIFTS AND TO MEET OR EXCEED TXDOT SPEC 400.
- 17. CONTRACTOR IS RESPONSIBLE FOR ALL PUMPING AND MITIGATION.

D. MISCELLANEOUS

- 1. TEMPORARY DRAINAGE, SIGNALS, ITS, AND ILLUMINATION ARE PROVIDED ON SEPARATE PLANS AND ARE NOT SHOWN ON THESE SHEETS. SEE ADDITIONAL PLAN PACKAGES FOR INFORMATION RELATED TO THESE ITEMS.
- 2. PROPERTY ACCESS MUST BE MAINTAINED AT ALL TIMES. SOME GENERAL DRIVEWAY CONSTRUCTION HAS BEEN OUTLINED IN PLANS, HOWEVER SPC MAY ADJUST IN FIELD AS NECESSARY TO ACCOMMODATE PROPERTY OWNER, VEHICLE ACCESS, AND TO FACILITATE CONSTRUCTION.
- 3. NIGHTLY AND SHORT TERM LANE CLOSURES WILL FOLLOW THE APPROVED TMP CRITERIA AND TXDOT STANDARDS.
- 4. TEMPORARY WALLS SHOWN TO SUPPORT PAVEMENT CONSTRUCTION PHASING. TEMPORARY WALLS REQUIRED FOR OTHER CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO DRAINAGE EXCAVATION AND BRIDGE CONSTRUCTION WILL BE DESIGNED BY THE TEMPORARY STRUCTURES AND CONSTRUCTION DEVICES (TSCD) GROUP AND ARE NOT SHOWN ON THESE PLANS.

ISSUE RECORD		
NO.	DESCRIPTION	DATE
0	RELEASE FOR CONSTRUCTION	03/15/2023


1990-2023 Engineering Firm No. 214, Land Surveying Firm No. 12000100



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CONSTRUCTION

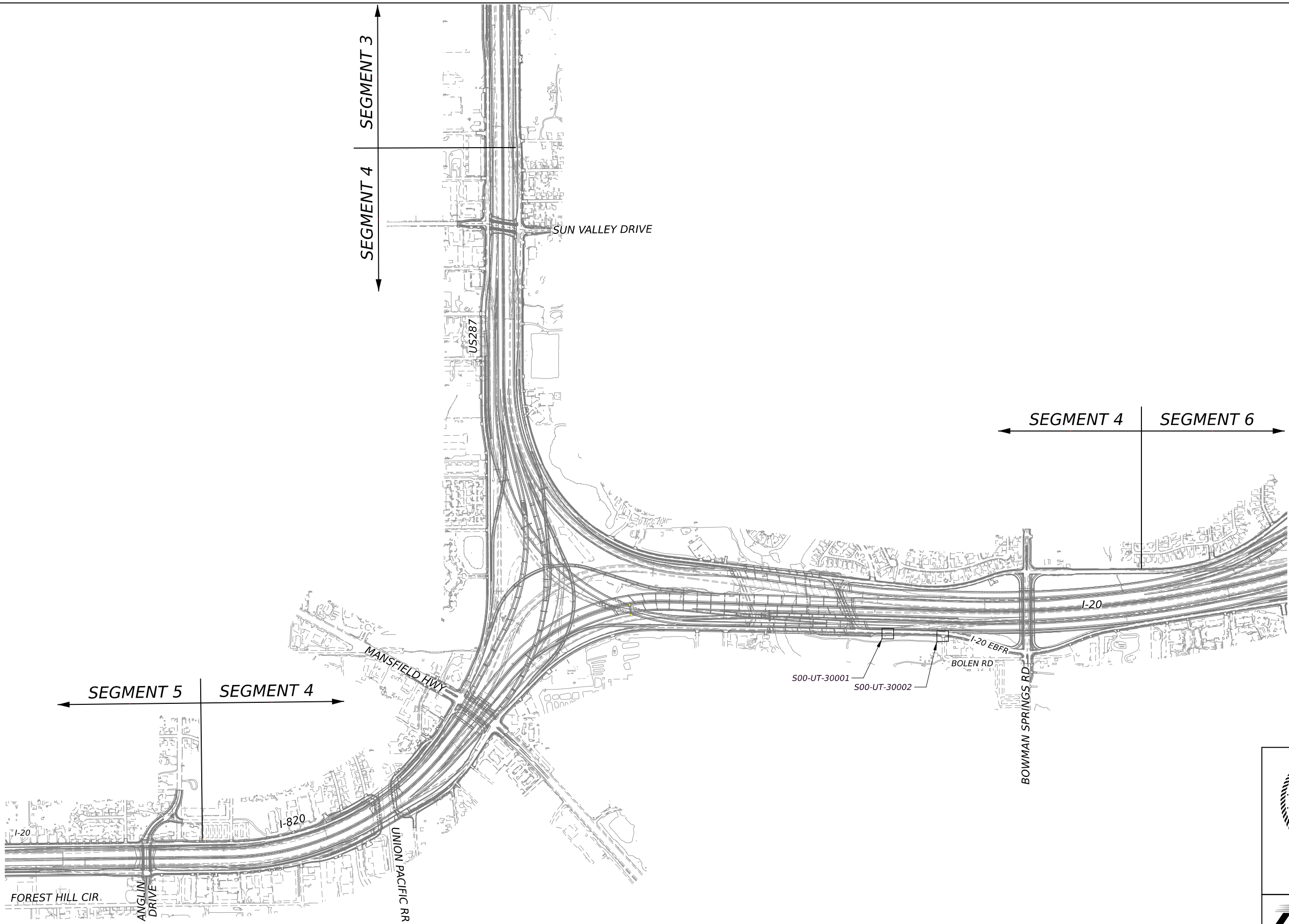
SOUTHEAST CONNECTOR PROJECT
UTILITIES
GENERAL NOTES - SEC-U-0522

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Status: RFC	DRAWN BF	6	F-2022(675)		I-820
Date: 03/15/2023	CHECKED MD	STATE	DISTRICT	COUNTY	SHEET NO.
Sheet: 3 OF 7	APPROVED AF	TEXAS	FT. WORTH	TARRANT	S00-UT-03001
		CONTROL	SECTION	JOB	
		0008	13	125, etc	





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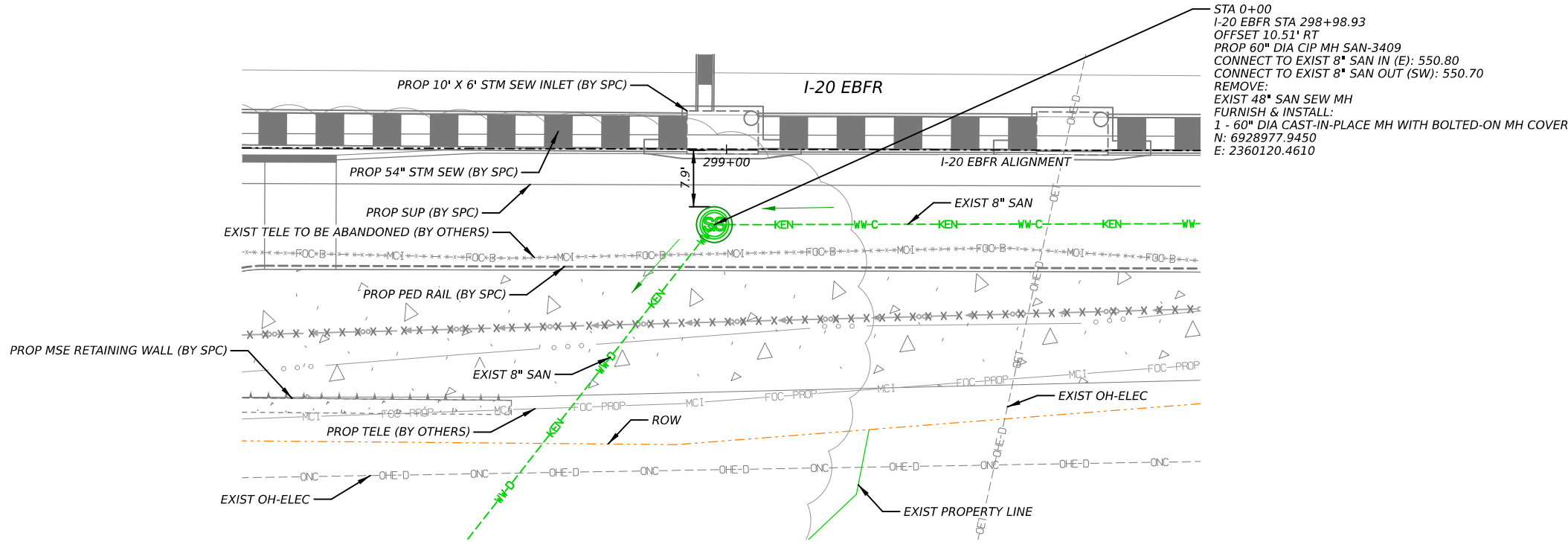



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CONSTRUCTION

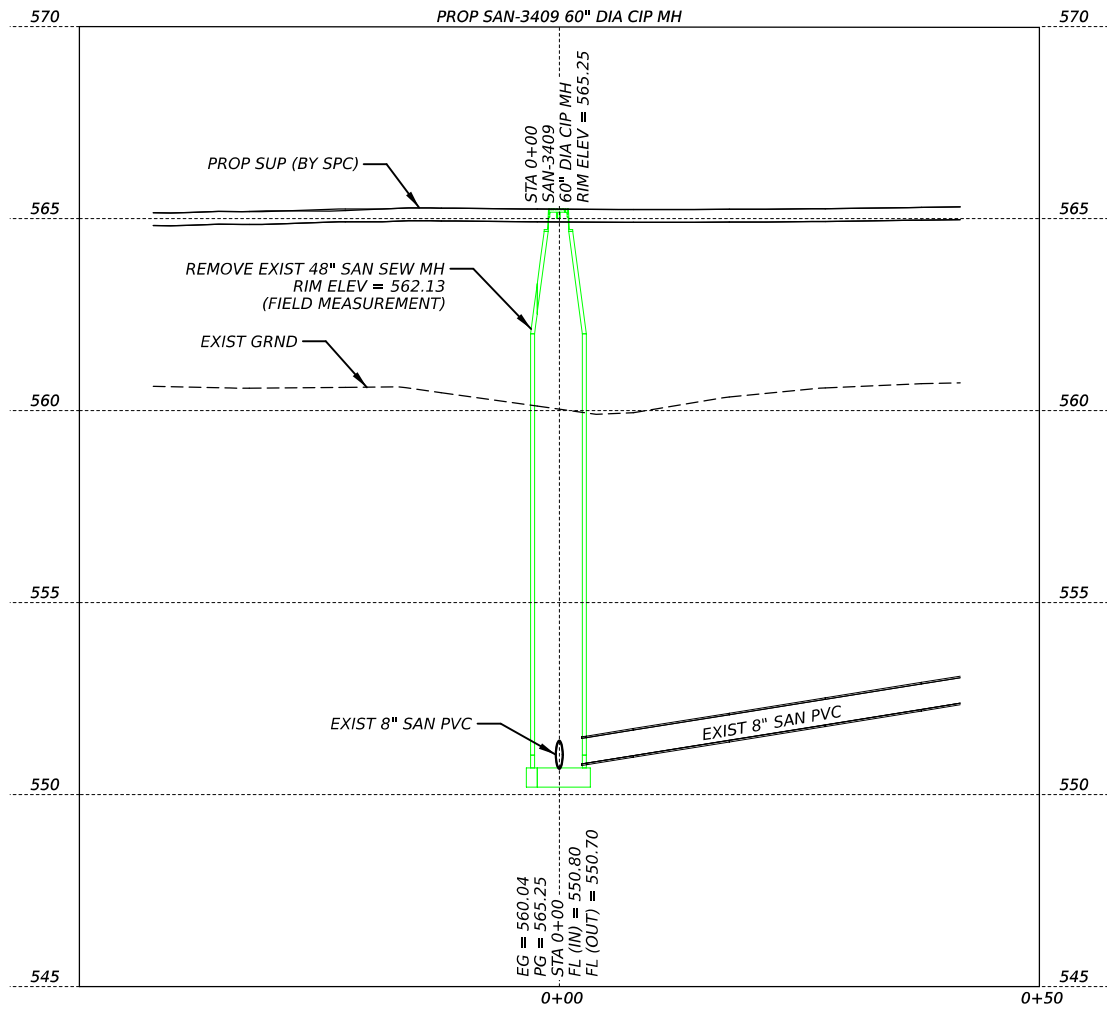
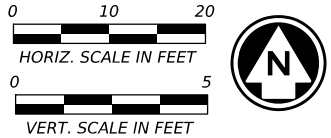
SOUTHEAST CONNECTOR PROJECT
UTILITIES
PROJECT KEYMAP - SEC-U-0522

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Status: RFC	DRAWN BK	STATE TEXAS	DISTRICT FT. WORTH	SHEET NO.
Date: 03/15/2023	CHECKED MD	CONTROL 0008	SECTION 13	JOB 125, etc
Sheet: 4 OF 7	APPROVED AF	S00-UT-04001		

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STA 0+00
I-20 EBFR STA 298+98.93
OFFSET 10.51' RT
PROP 60" DIA CIP MH SAN-3409
CONNECT TO EXIST 8" SAN IN (E): 550.80
CONNECT TO EXIST 8" SAN OUT (SW): 550.70
REMOVE:
EXIST 48" SAN SEW MH
FURNISH & INSTALL:
1 - 60" DIA CAST-IN-PLACE MH WITH BOLTED-ON MH COVER
N: 6928977.9450
E: 2360120.4610



MANHOLE IS WITHIN 100 YEAR FLOODPLAIN
APPROXIMATE FLOODPLAIN ELEVATION = 567.00'

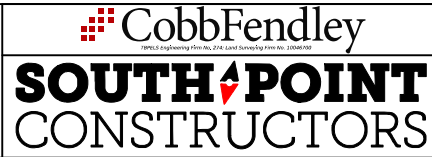


WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN AND NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

NOTE 1:
ALL EXISTING ELEVATIONS SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION PROVIDED BY OTHERS. CONTRACTOR TO VERIFY DEPTH OF ALL EXISTING UTILITIES.



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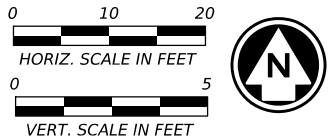
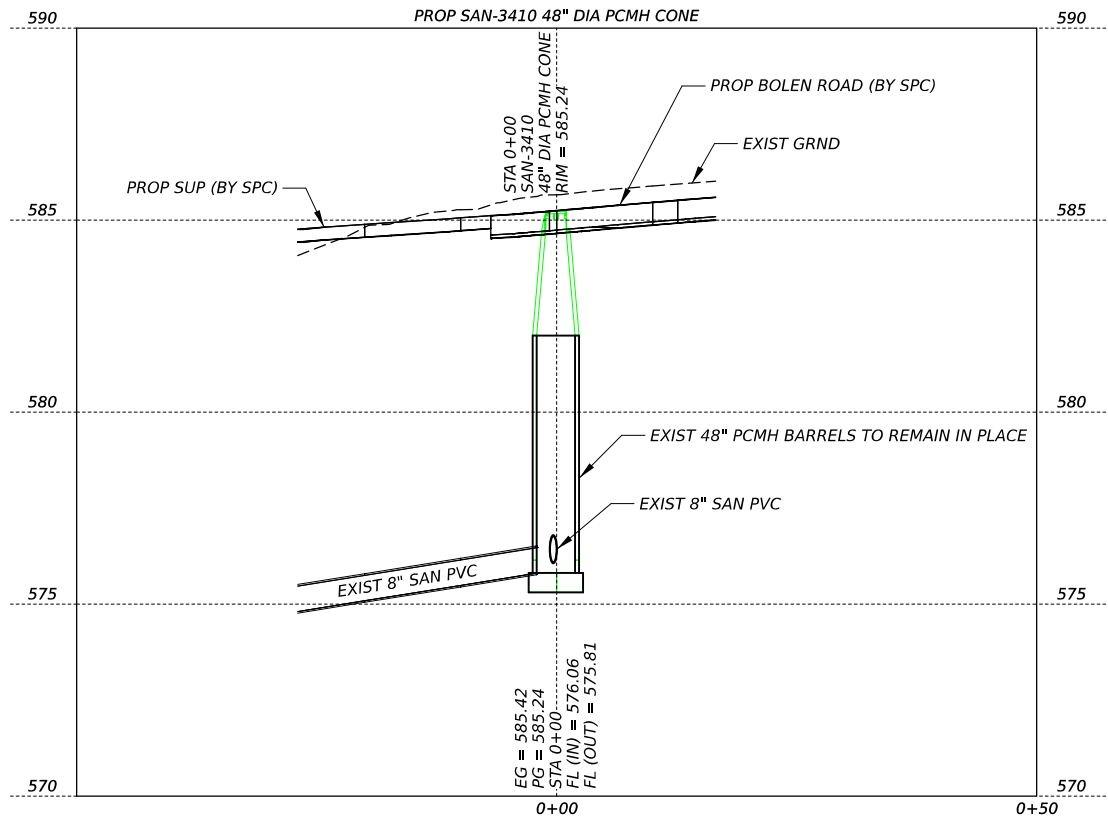
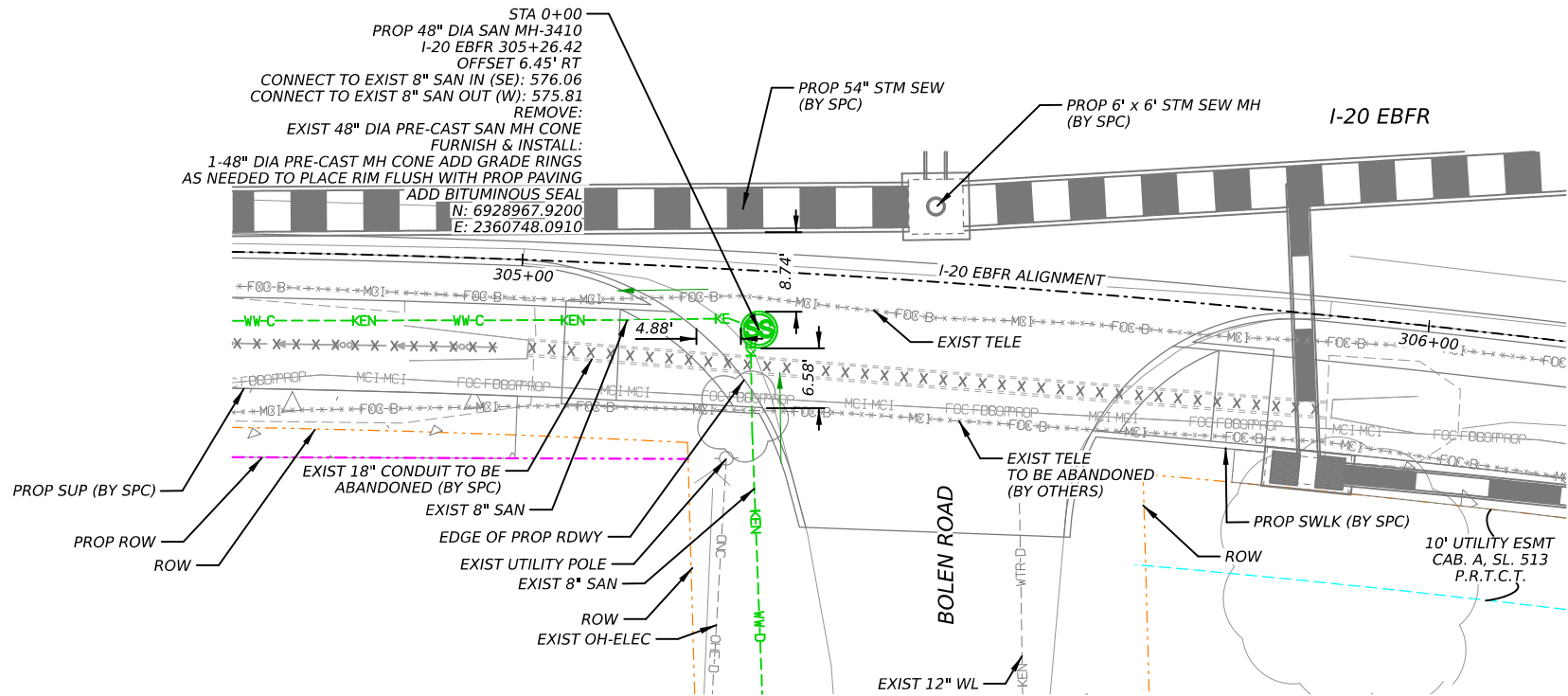


NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
WASTEWATER RELOCATION 3409
MANHOLE ASSEMBLY

File Name: S00-UT-30001.dgn	DESIGNED BF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
	DRAWN BF	6	F-2022(675)		I-820
Status: RFC	CHECKED MD	STATE	DISTRICT	COUNTY	SHEET NO.
Date: 03/15/2023	APPROVED AF	TEXAS	FT. WORTH	TARRANT	S00-UT-30001
Sheet: 5 OF 7		CONTROL	SECTION	JOB	
		0008	13	125, etc	

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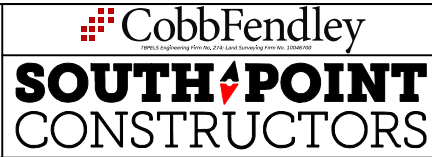


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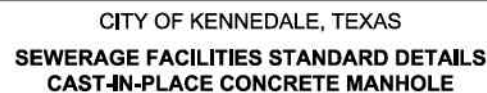
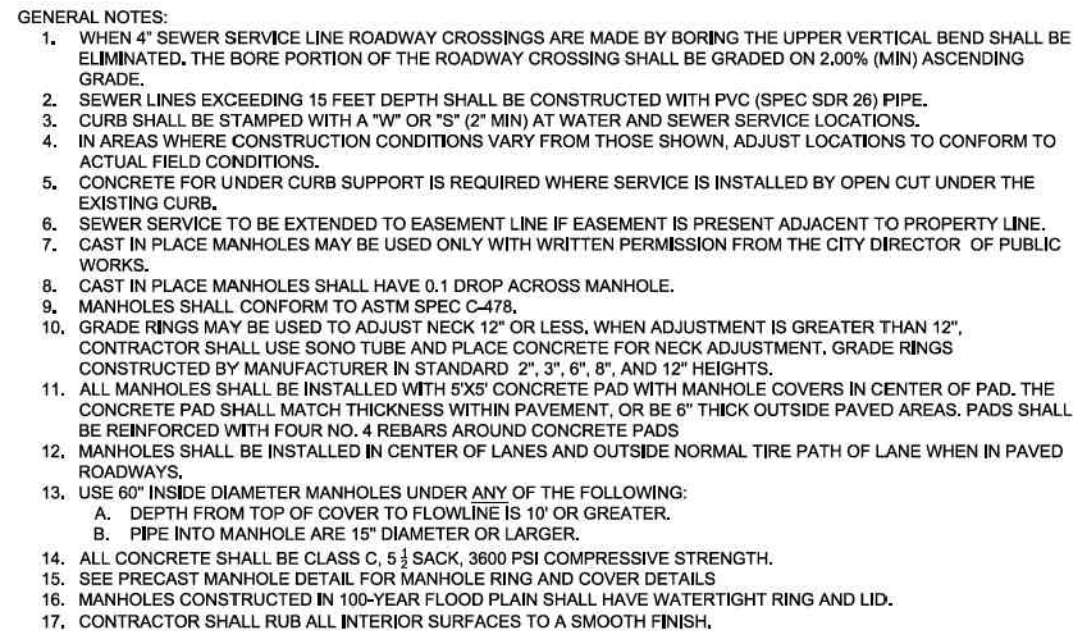
ISSUE RECORD		
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RELEASE FOR
CONSTRUCTION

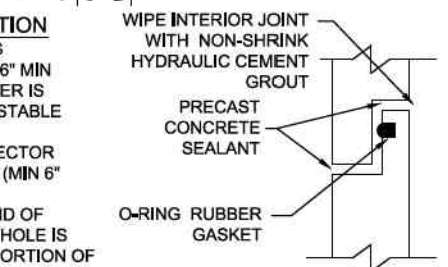
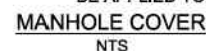
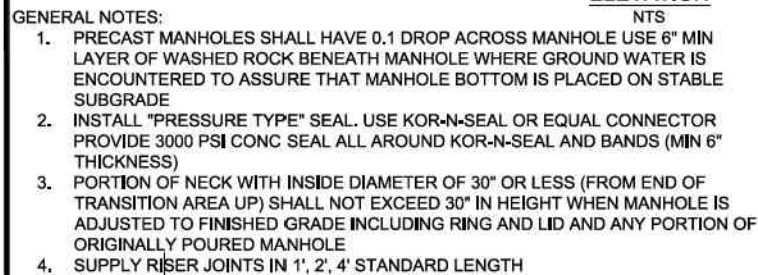
SOUTHEAST CONNECTOR PROJECT
UTILITIES
WASTEWATER RELOCATION 3410
MANHOLE ASSEMBLY

File Name: S00-UT-30002.dgn	DESIGNED BF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
Status: RFC	DRAWN BF	6	F-2022(675)	I-820
Date: 03/15/2023	CHECKED MD	STATE CONTROL	DISTRICT SECTION	COUNTY JOB
Sheet: 6 OF 7	APPROVED AF	TEXAS 0008	FT. WORTH 13	TARRANT 125, etc
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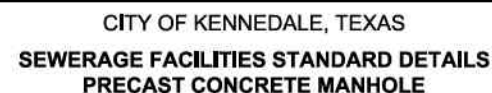
MARCH 2020

S-1



JOINT DETAIL

SECTION @ WALL OF MANHOLE
NTS



MARCH 2020

S-2



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 CobbFendley
RPBCE Engineering Firm, Inc. 2742 Land Surveying Lane NW 30060-0702
SOUTH POINT
 CONSTRUCTORS

NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT

UTILITIES

STANDARD DETAILS - MANHOLE INSTALLATION

File Name:	DESIGNED	FED.RD.	FEDERAL AID PROJECT NO.		HIGHWAY
S00-UT-99001.dgn	BF	DIV.NO.	F-2022(675)		NO.
Status:	DRAWN	6			I-820
RFC	BK	STATE	DISTRICT	COUNTY	SHEET
Date:	CHECKED	TEXAS	FT. WORTH	TARRANT	NO.
03/15/2023	MD	CONTROL	SECTION	JOB	S00-UT-99001
Sheet:	APPROVED	0008	13	125, etc	
7 OF 7	ΔF				

Package Description: SEC-SUBD-0277 RFC City of Kennedale Water Package 01

Submittal Date: 03-27-2023

Reviewer: John K Kiser

Closeout Date: 03-28-2023

Part 1 – PSQC ITEMS SUBMITTED FOR QA REVIEW

Item	Review Item	Reference	Status ¹	Remarks
1	Software Validation	QCP-03.01	N	
2	Spreadsheet Validation	QCP-03.02	N	
3	Quality Discipline Review (QC) – Check Prints, Comment Resolutions, and/or Supporting Calculations	QCP-03.03	C	
4	Clean Copy	QCP-03.03	C	
5	Design Checklist – All Drawings	QCP-03.03	C	
6	Design Checklist – Aesthetics and Landscaping	QCP-03.03	N	
7	Design Checklist – Bridge - Abutments	QCP-03.03	N	
8	Design Checklist – Bridge – Bridge Layouts	QCP-03.03	N	
9	Design Checklist – Bridge – Foundation Layouts	QCP-03.03	N	
10	Design Checklist – Bridge – Inv-T Bent	QCP-03.03	N	
11	Design Checklist – Bridge – Pstr Grdr Superstructure	QCP-03.03	N	
12	Design Checklist – Bridge – Steel Grdr Superstructure	QCP-03.03	N	
13	Design Checklist – Bridge – Typical Interior Bent	QCP-03.03	N	
14	Design Checklist – Drainage	QCP-03.03	N	
15	Design Checklist – Environmental Compliance	QCP-03.17	C	
16	Design Checklist – Geotech – Bridge Foundations	QCP-03.03	N	
17	Design Checklist – Geotech – Instrumentation Plan	QCP-03.03	N	
18	Design Checklist – Geotech – Misc. Foundations	QCP-03.03	N	
19	Design Checklist – Geotech – Seismic Analysis	QCP-03.03	N	
20	Design Checklist – Geotech – Walls Embankments RSS	QCP-03.03	N	
21	Design Checklist – Illumination	QCP-03.03	N	
22	Design Checklist – ITS	QCP-03.03	N	
23	Design Checklist – Noise Walls	QCP-03.03	N	
24	Design Checklist – Roadway	QCP-03.03	N	
25	Design Checklist – Signalization	QCP-03.03	N	
26	Design Checklist – Signing/Striping	QCP-03.03	N	
27	Design Checklist – Traffic Control	QCP-03.03	N	
28	Design Checklist – Utility Adjustments	QCP-28	C	
29	Design Checklist – Walls	QCP-03.03	N	
30	Existing Surface QC Review Checklist	QCP-03.04	N	
31	QCP-03.05 FRM1 Software Input Check Form	QCP-03.05	N	
32	QCP-03.06 FRM1 CAD Compliance Form	QCP-03.06	C	

33	QCP-03.07 QC Model Checklist – Bridges	QCP-03.07	N	
34	QCP-03.07 QC Model Checklist – Design Surfaces	QCP-03.07	N	
35	QCP-03.07 QC Model Checklist – Roadway	QCP-03.07	N	
36	QCP-03.07 QC Model Checklist – Utility and Drainage	QCP-03.07	N	
37	QCP-03.07 QC Model Checklist – Walls	QCP-03.07	N	
38	QCP-03.07 QC Model Checklist - Traffic and Signing	QCP-03.07	N	
39	QCP-03.07 FRM1 Mdl. Qual. Review Sum. Doc.(MQRSD)	QCP-03.07	N	
40	QCP-03.08 FRM1 - IDC Comment Sheet	QCP-03.08	N	
41	QCP-03.09 FRM1 - IDR/CR Signoff Form	QCP-03.09	C	
42	IDR Bluebeam Studio Session Record	QCP-03.09	C	
43	QCP-3.09 FRM2 IDR/CR Deferred Comment Form	QCP-03.09	N	
44	QCP-3.11 FRM1 Comment Resolution Form	QCP-03.11	C	
45	QCP-03.13 FRM1 PSQCM Certificate of Compliance	QCP-03.13	C	
46	Request for Deviation (RFD) (if any)	QCP-03.14	N	
47	Design Manager Certification	QCP-03.13	C	
48	Pre-Submittal Workshop Meeting Minutes	QCP-04	N	
49	PSQAM Certification (Form IQP-XX1 QA Verification)	QCP-06, QCP-08	C	
50	TxDOT Written Concurrence/Approval	QCP-08	N	

(1) Status code: C = Complete; I = Incomplete; N = Not Included

Professional Services Quality Assurance Manager (PSQAM) or Qualified Representative:



William O'Dell
2023.03.28 11:12:07-05'00'

PSQAM or Qualified Representative

3 / 28 / 2023
Date

IQP-XX2 Comment Resolution Form

Design Package Title: SEC-SUBD-0277 RFC City of Kennedale Water Package 01

Page No:

Submittal Stage: ☐ Preliminary ☐ Final ☒ RFC

Date: 3-28-2023

1

[illegible]

Package Description: SEC-SUBD-0277 RFC City of Kennedale Water Package 01**Professional Services Quality Assurance Manager (PSQAM) Verification:**

PSQAM has verified that documentation for this package, as presented by the PSQCM, has followed design QC procedures as described in the PSQMP. This package is released for review and comment.

 William O'Dell
2023.03.28 11:11:44-05'00'

PSQAM or Qualified Representative **Date** 3 / 28 / 2023

Note: Please transmit this Signature Page along with the deliverable(s).

Professional Services Quality Assurance Manager (PSQAM) Certification:

PSQAM certifies that the required quality check and review activities have been completed, the agreed upon comments are resolved and verified, and the package satisfies PSQMP requirements.

 William O'Dell
2023.03.28 11:12:24-05'00'

PSQAM or Qualified Representative **Date** 3 / 28 / 2023

Package Description: SEC-SUBD-0205 Final City of Kennedale Waste Water Package 01

Submittal Date: 01-30-2023

Reviewer: John K Kiser

Closeout Date: 01-31-2023

Part 1 – PSQC ITEMS SUBMITTED FOR QA REVIEW

Item	Review Item	Reference	Status ¹	Remarks
1	Software Validation	QCP-03.01	N	
2	Spreadsheet Validation	QCP-03.02	N	
3	Quality Discipline Review (QC) – Check Prints, Comment Resolutions, and/or Supporting Calculations	QCP-03.03	C	
4	Clean Copy	QCP-03.03	C	
5	Design Checklist – All Drawings	QCP-03.03	C	
6	Design Checklist – Aesthetics and Landscaping	QCP-03.03	N	
7	Design Checklist – Bridge - Abutments	QCP-03.03	N	
8	Design Checklist – Bridge – Bridge Layouts	QCP-03.03	N	
9	Design Checklist – Bridge – Foundation Layouts	QCP-03.03	N	
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11	Design Checklist – Bridge – Pstr Grdr Superstructure	QCP-03.03	N	
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13	Design Checklist – Bridge – Typical Interior Bent	QCP-03.03	N	
14	Design Checklist – Drainage	QCP-03.03	N	
15	Design Checklist – Environmental Compliance	QCP-03.17	C	
16	Design Checklist – Geotech – Bridge Foundations	QCP-03.03	N	
17	Design Checklist – Geotech – Instrumentation Plan	QCP-03.03	N	
18	Design Checklist – Geotech – Misc. Foundations	QCP-03.03	N	
19	Design Checklist – Geotech – Seismic Analysis	QCP-03.03	N	
20	Design Checklist – Geotech – Walls Embankments RSS	QCP-03.03	N	
21	Design Checklist – Illumination	QCP-03.03	N	
22	Design Checklist – ITS	QCP-03.03	N	
23	Design Checklist – Noise Walls	QCP-03.03	N	
24	Design Checklist – Roadway	QCP-03.03	N	
25	Design Checklist – Signalization	QCP-03.03	N	
26	Design Checklist – Signing/Striping	QCP-03.03	N	
27	Design Checklist – Traffic Control	QCP-03.03	N	
28	Design Checklist – Utility Adjustments	QCP-28	C	
29	Design Checklist – Walls	QCP-03.03	N	
30	Existing Surface QC Review Checklist	QCP-03.04	N	
31	QCP-03.05 FRM1 Software Input Check Form	QCP-03.05	N	
32	QCP-03.06 FRM1 CAD Compliance Form	QCP-03.06	C	

33	QCP-03.07 QC Model Checklist – Bridges	QCP-03.07	N	
34	QCP-03.07 QC Model Checklist – Design Surfaces	QCP-03.07	N	
35	QCP-03.07 QC Model Checklist – Roadway	QCP-03.07	N	
36	QCP-03.07 QC Model Checklist – Utility and Drainage	QCP-03.07	N	
37	QCP-03.07 QC Model Checklist – Walls	QCP-03.07	N	
38	QCP-03.07 QC Model Checklist - Traffic and Signing	QCP-03.07	N	
39	QCP-03.07 FRM1 Mdl. Qual. Review Sum. Doc.(MQRSD)	QCP-03.07	N	
40	QCP-03.08 FRM1 - IDC Comment Sheet	QCP-03.08	N	
41	QCP-03.09 FRM1 - IDR/CR Signoff Form	QCP-03.09	N	
42	IDR Bluebeam Studio Session Record	QCP-03.09	N	
43	QCP-3.09 FRM2 IDR/CR Deferred Comment Form	QCP-03.09	N	
44	QCP-3.11 FRM1 Comment Resolution Form	QCP-03.11	N	
45	QCP-03.13 FRM1 PSQCM Certificate of Compliance	QCP-03.13	C	
46	Request for Deviation (RFD) (if any)	QCP-03.14	N	
47	Design Manager Certification	QCP-03.13	C	
48	Pre-Submittal Workshop Meeting Minutes	QCP-04	N	
49	PSQAM Certification (Form IQP-XX1 QA Verification)	QCP-06, QCP-08	C	
50	TxDOT Written Concurrence/Approval	QCP-08	N	

(1) Status code: C = Complete; I = Incomplete; N = Not Included

Professional Services Quality Assurance Manager (PSQAM) or Qualified Representative:


William O'Dell
2023.01.31 15:56:39-06'00'

PSQAM or Qualified Representative

1 / 31 / 2023

Date

IQP-XX2 Comment Resolution Form

Design Package Title: SEC-SUBD-0205 Final City of Kennedale Waste Water Package 01

Page No:

Submittal Stage:	☐ Preliminary	☒ Final	☐ RFC
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Date: 1-31-2023

1

[illegible]

Package Description: SEC-SUBD-0205 Final City of Kennedale Waste Water Package 01

Professional Services Quality Assurance Manager (PSQAM) Verification:
PSQAM has verified that documentation for this package, as presented by the PSQCM, has followed design QC procedures as described in the PSQMP. This package is released for review and comment.

	William O'Dell 2023.01.31 15:54:11-06'00'	1 / 31 / 2023
PSQAM or Qualified Representative		Date

Note: Please transmit this Signature Page along with the deliverable(s).

Professional Services Quality Assurance Manager (PSQAM) Certification:
PSQAM certifies that the required quality check and review activities have been completed, the agreed upon comments are resolved and verified, and the package satisfies PSQMP requirements.

	William O'Dell 2023.01.31 15:56:53-06'00'	1 / 31 / 2023
PSQAM or Qualified Representative		Date

Utility Adjustment Agreement

Section 6. Cost Estimates

SEC-U-0522

City of Kennedale

(Relocations 1411, 3409 & 3410)

Eligibility Ratio of 100%

Total Construction Cost Relocations 1411, 3409 & 3410	\$298,941.00
---	--------------

Total Indirect Costs to SPC	\$128,844.74
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Total Indirect Costs to City of Kennedale	\$27,207.64
---	-------------

Total Cost for Utility Relocation	\$454,993.38
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Total Estimated Amount to be Paid by SPC	\$454,993.38
--	--------------

Estimated Amount to be Paid by City of Kennedale	\$0.00
--	--------

<u>Eligibility Ratio</u>	<u>100%</u>
--------------------------	-------------

Estimated amount to be reimbursed to Owner: \$454,993.38

Southeast Connector Project

South-Point Constructors, J.V.
Utility Adjustment Cost Estimate

Utility Owner:	City of Kennedale
U-Number:	SEC-U-0522
Relocation ID's	1411, 3409, 3410
Utility Type:	Water & Wastewater
Eligibility Ratio:	100%

Date Prepared:	3/23/2023
Prepared By:	TDL

Relocation ID	Line Item	Description	Unit	Unit Price	Quantity	Cost
1411	1	6" PVC WATER PIPE (BY OPEN CUT) DR18	LF	\$ 78.00	20	\$ 1,560.00
	2	8" PVC WATER PIPE (BY OPEN CUT) DR18	LF	\$ 95.00	557	\$ 52,915.00
	3	16" STEEL CASING W/8" PVC WATER PIPE DR18 (BY OPEN CUT)	LF	\$ 580.00	64	\$ 37,120.00
	4	INSTALL FIRE HYDRANT	EA	\$ 5,800.00	2	\$ 11,600.00
	5	REMOVE EXISTING FIRE HYDRANT	EA	\$ 300.00	2	\$ 600.00
	6	8" GATE VALVE	EA	\$ 2,800.00	6	\$ 16,800.00
	7	6" GATE VALVE	EA	\$ 2,100.00	2	\$ 4,200.00
	8	8" TEE	EA	\$ 885.00	6	\$ 5,310.00
	9	8" BEND	EA	\$ 625.00	15	\$ 9,375.00
	10	8" X 6" REDUCER	EA	\$ 550.00	2	\$ 1,100.00
	11	COUPLER 8"	EA	\$ 575.00	3	\$ 1,725.00
	12	CAP & PLUG	EA	\$ 500.00	1	\$ 500.00
	13	CONNECT TO EXISTING WATERLINE	EA	\$ 7,500.00	7	\$ 52,500.00
	14	GROUT FOR PIPELINE ABANDONMENT	LF	\$ 38.00	852	\$ 32,376.00
	15	TESTING (Water)	LF	\$ 10.00	641	\$ 6,410.00
	16	CLEARING AND GRUBBING	EA	\$ 9,200.00	0.34	\$ 3,128.00
	17	POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.34	\$ 3,400.00
	18	MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.34	\$ 5,100.00
		RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 245,719.00
3409	19	8" PVC SDR 26 SANITARY SEWER PIPE	LF	\$ 160.00	10	\$ 1,600.00
	20	60" DIAMETER PRECAST MANHOLE W/32" BOLT DOWN HINGED R & C	EA	\$ 12,500.00	1	\$ 12,500.00
	21	REMOVE EXISTING 48" MANHOLE	EA	\$ 700.00	2	\$ 1,400.00
	22	VACUUM TEST MANHOLES	EA	\$ 225.00	1	\$ 225.00
	23	CCTV 8" SANITARY SEWERLINE AND MANHOLES	EA	\$ 500.00	1	\$ 500.00
	24	CONNECT TO EXISTING SANITARY SEWERLINE	EA	\$ 1,600.00	2	\$ 3,200.00
	25	CLEARING AND GRUBBING	EA	\$ 9,200.00	0.33	\$ 3,036.00
	26	POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.33	\$ 3,300.00
	27	MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.33	\$ 4,950.00
		RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 30,711.00
3410	28	48" DIAMETER PRECAST ECCENTRIC MANHOLE CONE W/32" HINGED R & C	EA	\$ 10,500.00	1	\$ 10,500.00
	29	VACUUM TEST MANHOLES	EA	\$ 225.00	1	\$ 225.00
	30	CCTV 8" SANITARY SEWERLINE AND MANHOLES	LF	\$ 500.00	1	\$ 500.00
	31	CLEARING AND GRUBBING	EA	\$ 9,200.00	0.33	\$ 3,036.00
	32	POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.33	\$ 3,300.00
	33	MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.33	\$ 4,950.00
		RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 22,511.00
		DB CONTRACTOR CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 298,941.00
		DB CONTRACTOR PROFESSIONAL SERVICES				
		DESIGN AND AS-BUILTS WATER (COBB FENDLEY)	LF	\$ 54.61	641	\$ 35,005.01
		DESIGN AND AS-BUILTS SANITARY (COBB FENDLEY)	LF	\$ 52.29	10	\$ 522.90
		DB CONTRACTOR RELOCATION RELATED COST*	%	27.9%	\$ 334,468.91	\$ 93,316.83
		DB CONTRACTOR PROFESSIONAL SERVICES SUBTOTAL		SUBTOTALS:		\$ 128,844.74
		OWNER PROFESSIONAL SERVICES				
		UTILITY OWNER CONSULTANT ENGINEER FEE	HR	\$ 175.00	50	\$ 8,750.00
		UTILITY OWNER INSPECTION & PUBLIC WORKS OFFICIAL FEE	%	4%	\$ 298,941.00	\$ 11,957.64
		CITY ATTORNEY FEE	EA	1.00	\$ 6,500.00	\$ 6,500.00
		UTILITY OWNER PROFESSIONAL SERVICES SUBTOTAL				\$ 27,207.64
NOTES SECTION				Grand Total:		\$ 454,993.38
* "DB Contractor Relocation Related Cost" subtotal is a percentage of the sum of construction subtotal plus design				Less Salvage Credit:		\$ -
				Less Betterment		\$ -
				Adjusted Grand Total:		\$ 454,993.38
				Elig. Ratio (% SPC Pays)		100.00%
				SPC Subtotal:		\$ 454,993.38
				Utility Owner Subtotal:		\$ -

Utility Adjustment Agreement

Section 7. TxDOT U-48 Form

SEC-U-0522

Utility Adjustment Agreement

TxDOT U-48 Form

N/A

SEC-U-0522

Utility Adjustment Agreement

Section 8. Utility Joint Use Agreement Form

SEC-U-0522

Utility Adjustment Agreement

Utility Joint Use Agreement Form

N/A

SEC-U-0522

Utility Adjustment Agreement

Section 9. Affidavit of Property Interests

SEC-U-0522

Utility Adjustment Agreement

Affidavit of Property Interests

N/A

SEC-U-0522

Utility Adjustment Agreement

Section 10. Utility No Conflict Sign-off Forms

SEC-U-0522



DB Contractor's Utility Design Coordinator

Utility No Conflict Sign-Off Form

Utility Design Coordinator: Jeffrey Hunter, P.E.
Date plans received: 3/15/23; 3/15/23
Utility Company: City of Kennedale
Assembly "U" number: SEC-U-0522
Type of Utilities: Water and Sewer
Date on Utility's plans: 3/15/23; 3/15/23 No. of sheets in Utility's plans: 10; 7

I, Jeffrey Hunter, P.E., the Utility Design Coordinator (UDC) on behalf of the DB Contractor (South-Point Constructors, a Joint Venture) certify that a review of the above referenced Utility Plans concerning the proposed highway improvements on the Southeast Connector Project has been completed and have not identified any conflicts between the Utility's proposed relocation and any design features.

Design features include but are not limited to pavement structures, drainage facilities, bridges, retaining walls, traffic signals, illumination, signs, foundations, duct/conduit, ground boxes, erosion control facilities, water quality facilities and other DB Contractor-Managed Utilities.

Any design changes to the Southeast Connector Project after the signing of this form will be coordinated through the DB Contractor's Utility Manager and the affected Utility Owner.

☐ Check box if any areas of concern and insert comments below:

Utility Design
Coordinator:
(UDC)

_____ Date

Jeffrey Hunter, P.E.

Utility
Coordination
Firm:

CSJ Engineering Associates, LLC

This form must be completed/signed and included in each Utility Assembly submitted to the Texas Department of Transportation.



DB Contractor's Utility Manager

Utility No Conflict Sign-Off Form

Utility Manager: Garrett Coffin, P.E.
Date plans received: 3/15/23; 3/15/23
Utility Company: City of Kennedale
Assembly "U" number: SEC-U-0522
Type of Utilities: Water and Sewer
Date on Utility's plans: 3/15/23; 3/15/23 No. of sheets in Utility's plans: 10; 7

I, Garrett Coffin, P.E., the Utility Manager (UM) working on behalf of the DB Contractor (South-Point Constructors, a Joint Venture) certify that a review of the above referenced Utility Plans concerning the proposed highway improvements on the Southeast Connector Project has been completed and have not identified any conflicts between the Utility's proposed relocation and any existing and/or proposed Utilities.

The proposed Utility Plans conform to Title 43 of the Texas Administrative Code, Section 21.31 – 21.56 of the Utility Accommodation Rules.

☐ Check box if any areas of concern and insert comments below:

**Utility Manager:
(UM)**

Date

Garrett Coffin, P.E.

**Utility Design
Coordinator:
(UDC)**

Date

Jeffrey Hunter, P.E.

**Utility
Coordination
Firm:**

CSJ Engineering Associates, LLC

Utility Adjustment Agreement

Section 11. Abandonment Letter

SEC-U-0522



To: Mr. David M. Salazar, Jr., P.E.
District Engineer
Fort Worth District
2501 S W Loop 820
Fort Worth, Texas 76133

From: Darrell Hull, City Manager

Date:

Subject: Southeast Connector Water Facility Abandonment
City of Kennedale
Relocation 1411

Dear Mr. Salazar,

City of Kennedale (Kennedale) would like to submit for your approval this letter for abandonment of existing water pipelines (excluding structures) at the following locations.

Water pipeline Relocation ID # 1411 (Utility ID #'s 14016, 14017 & 14031), consisting of one 8" waterline running along the south side of IH20 from approximately BL Station 244+67 to approximately BL Station 249+52, is in conflict with the Southeast Connector Project and will be abandoned. The age and material of this pipeline are unknown. Currently the water pipeline is active and in good working condition. During the relocation process, this facility will be cut, capped, and filled with at least 100 psi grout according to the Utility Accommodation Rules (UAR). Abandoned facilities conflicting with roadway construction shall be removed by others during the construction and excavation stages.

This abandonment shall not be construed as a change in ownership of the facilities. Kennedale will be responsible for maintaining abandonment facility records, in accordance with the Texas Department of Transportation Utility Accommodation Rules (UAR), until such time as the facility is removed from the ground.

Kennedale certifies that this abandonment conforms with all requirements of Rule 21.39 of the UAR and all current federal, state, and local laws and codes, or industry standards, whichever is more stringent. There are no hazardous materials associated with the proposed abandonment.

Kennedale shall be responsible for all costs associated with the maintenance or removal of its abandoned or idled line within the right-of-way unless removal of the line is caused by an active highway project and adjustment is the financial responsibility of TxDOT.

Signed _____
Title: City Manager

Date _____

Utility Adjustment Agreement

Section 12. Quitclaim Deed

SEC-U-0522

Utility Adjustment Agreement

Quitclaim Deed

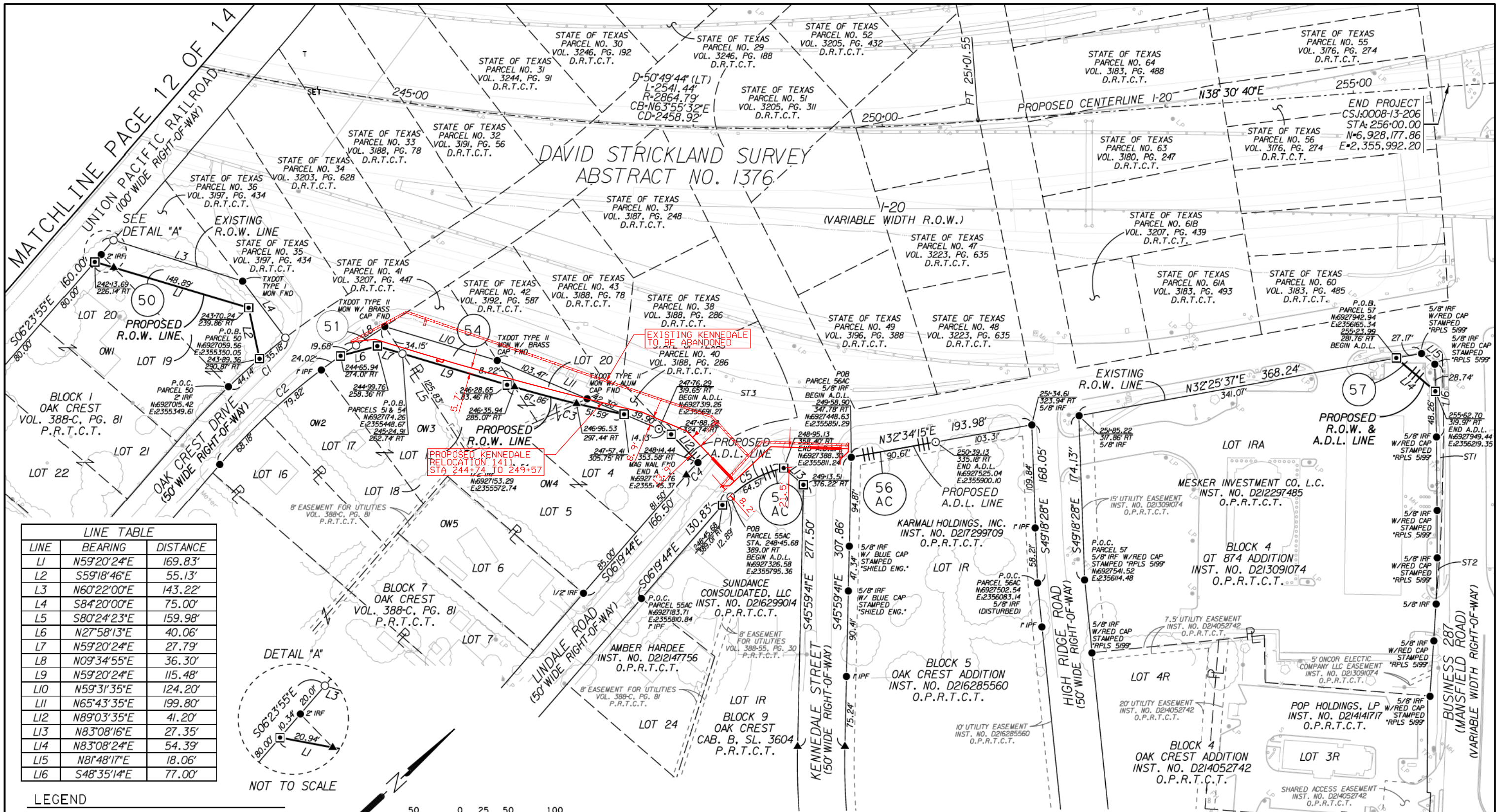
N/A

SEC-U-0522

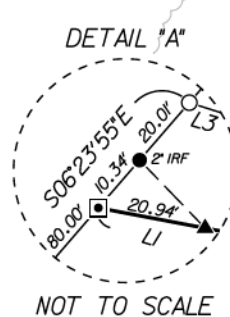
Utility Adjustment Agreement

Section 13. ROW Maps

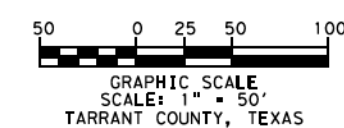
SEC-U-0522



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N59°20'24"E	169.83'
L2	S59°18'46"E	55.13'
L3	N60°22'00"E	143.22'
L4	S84°20'00"E	75.00'
L5	S80°24'23"E	159.98'
L6	N27°58'13"E	40.06'
L7	N59°20'24"E	27.79'
L8	N09°34'55"E	36.30'
L9	N59°20'24"E	115.48'
L10	N59°31'35"E	124.20'
L11	N65°43'35"E	199.80'
L12	N89°03'35"E	41.20'
L13	N83°08'16"E	27.35'
L14	N83°08'24"E	54.39'
L15	N81°48'17"E	18.06'
L16	S48°35'14"E	77.00'



- LEGEND
- 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "SAM LLC" SET, PK NAIL SET OR X-CUT SET
 - 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET, MAY BE REPLACED W/TYPE II MONUMENT AT THE END OF CONSTRUCTION
 - 5/8" ALUMINUM CAP STAMPED "TXDOT ACCESS DENIAL" SET
 - MARKER FOUND "AS NOTED"
 - ▲ CALCULATED POINT
 - OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TX.
 - D.R.T.C.T. DEED RECORDS TARRANT COUNTY, TX.
 - P.R.T.C.T. PLAT RECORDS TARRANT COUNTY, TX.
 - P.O.C. POINT OF COMMENCING
 - P.O.B. POINT OF BEGINNING
 - PROPERTY LINE
 - SURVEY LINE
 - FEE HOOK
 - PROPOSED DENIAL OF ACCESS LINE (D.O.A.)
 - EXISTING DENIAL OF ACCESS LINE (D.O.A.)



CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	06°08'21" (RT)	79.32'	740.32'	N01°55'54"E	79.28'
C2	15°54'39" (RT)	191.70'	690.32'	N01°33'11"E	191.08'
C3	04°53'46" (LT)	127.67'	1,494.06'	N56°53'31"E	127.63'
C4	06°16'50" (LT)	18.20'	166.04'	S04°28'45"E	18.19'
C5	38°14'34" (RT)	77.46'	116.04'	N11°14'55"E	76.02'

R.O.W. OWNERSHIP TABLE		
TRACT	OWNER	RECORDING
OW1	OAK CREST FAMILY CHURCH, INC.	VOL. 14752, PG. 312 D.R.T.C.T.
OW2	KEVIN KHORRAMI	INST. NO. D209225757 O.P.R.T.C.T.
OW3	KEVIN KHORRAMI	INST. NO. D209225758 O.P.R.T.C.T.
OW4	KENNEDALE ECONOMIC DEVELOPMENT CORP.	INST. NO. D212001766 O.P.R.T.C.T.
OW5	JERRY W. BACON	VOL. 8332, PG. 1875 D.R.T.C.T.
ST1	STATE OF TEXAS	VOL. 11743, PG. 1276 D.R.T.C.T.
ST2	STATE OF TEXAS	VOL. 11501, PG. 1587 D.R.T.C.T.
ST3	STATE OF TEXAS	VOL. 3188, PG. 286 D.R.T.C.T.

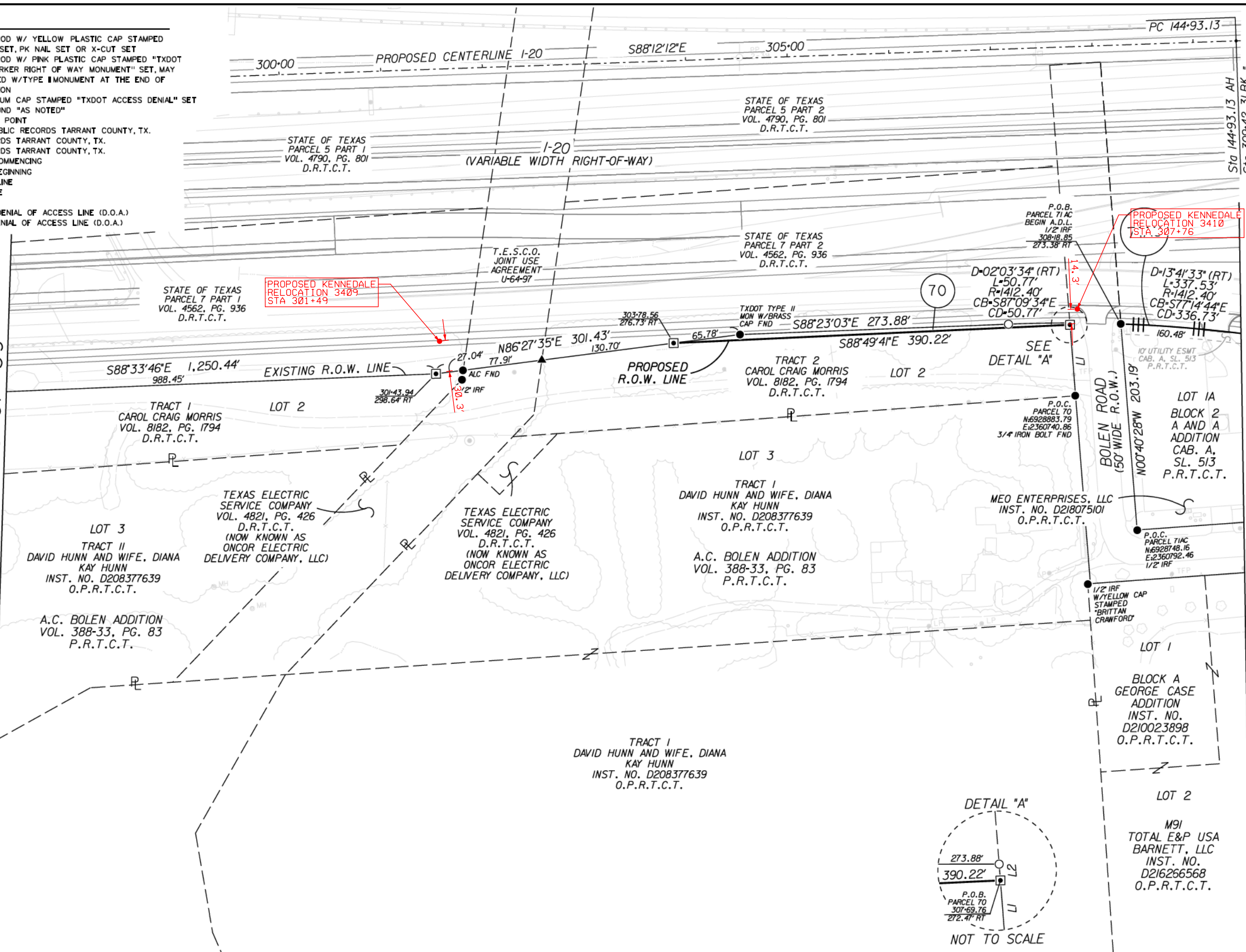
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.	
6			14	
STATE	DISTRICT		COUNTY	
TX	FT WORTH		TARRANT	
	CONT.	SECT.	JOB	HIGHWAY NO.
CCSJ	0008	13	206	I-20
RCSJ	0008	13	241	

TX FIRM #10064300

LEGEND

- 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "SAM LLC" SET, PK NAIL SET OR X-CUT SET
- ◻ 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET, MAY BE REPLACED W/TYPE II MONUMENT AT THE END OF CONSTRUCTION
- ⊙ 5/8" ALUMINUM CAP STAMPED "TXDOT ACCESS DENIAL" SET
- MARKER FOUND "AS NOTED"
- ▲ CALCULATED POINT
- P.R.T.C.T. OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TX.
- D.R.T.C.T. DEED RECORDS TARRANT COUNTY, TX.
- P.R.T.C.T. PLAT RECORDS TARRANT COUNTY, TX.
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- SURVEY LINE
- FEE HOOK
- PROPOSED DENIAL OF ACCESS LINE (D.O.A.)
- EXISTING DENIAL OF ACCESS LINE (D.O.A.)

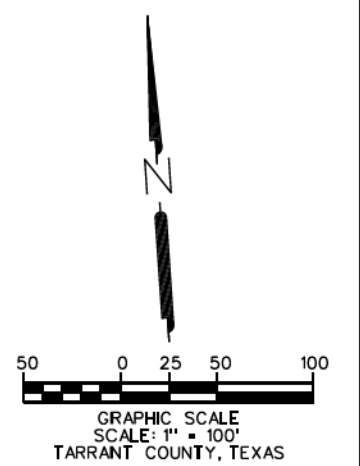
MATCHLINE PAGE 10 OF 39



MATCHLINE PAGE 14 OF 39

DAVID STRICKLAND SURVEY
ABSTRACT NO. 1376

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°40'28"W	70.03'
L2	N00°40'28"W	1.81'



FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.	
6			12	
STATE	DISTRICT		COUNTY	
TX	FT WORTH		TARRANT	
	CONT.	SECT.	JOB	HIGHWAY NO.
CCSJ	2374	05	066	IH 20
RCSJ	2374	05	087	

TX FIRM • 10064300

Utility Adjustment Agreement

Section 14. Utility Installation Request

SEC-U-0522

PLACEHOLDER
SHEET FOR
PERMIT
APPROVAL

Utility Adjustment Agreement

Section 15. RFC Plans

SEC-U-0522

(To Be Inserted By SPC After Assembly Is Fully Executed)



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.F.

SUBJECT
PUBLIC HEARINGS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

APRIL 1, 2023

LEGAL NOTICE OF PUBLIC HEARING

PUBLIC HEARINGS WILL BE HELD BY THE KENNEDALE PLANNING AND ZONING COMMISSION ON APRIL 13, 2023 AT 6PM P.M. AND BY THE KENNEDALE CITY COUNCIL ON APRIL 18, 2023 AT 5:30 P.M. FOR THE FOLLOWING:

PZ CASE# 23-02: *CONSIDER APPROVAL OF A PRELIMINARY PLAT FOR OF TRACTS 1D, 10, 10A, 10B, 10B01, 10C, 10C01, 10D, 10E OF THE RUSSELL JESSE SURVEY, ABSTRACT 1361 LOCATED AT 1220 MANSFIELD CARDINAL ROAD, KENNEDALE, TEXAS.*

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BOTH PUBLIC HEARINGS WILL BE CONDUCTED IN THE CITY COUNCIL CHAMBERS AT CITY HALL, 405 MUNICIPAL DRIVE, KENNEDALE, TEXAS 76060. ALL INTERESTED PERSONS ARE ENCOURAGED TO ATTEND. MORE INFORMATION REGARDING THE PROPOSED CASES OR AMENDMENTS CAN BE OBTAINED BY CONTACTING THE DIRECTOR OF COMMUNITY DEVELOPMENT, NATHAN GONZALES, AT (817)985-2135 OR NGONZALES@CITYOFKENNDAL.COM.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
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Columbus Ledger-Enquirer
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Herald Sun - Durham
Idaho Statesman
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Lexington Herald-Leader
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el Nuevo Herald - Miami
Modesto Bee
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Sun News - Myrtle Beach
The News Tribune Tacoma
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San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19300	404242	Print Legal Ad-IPL01167720 - IPL0116772		\$118.16	1	60 L

Attention: City Secretary
CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE, TX 760602249

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IPL0116772
Apr 2 2023

THE STATE OF TEXAS COUNTY OF TARRANT

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

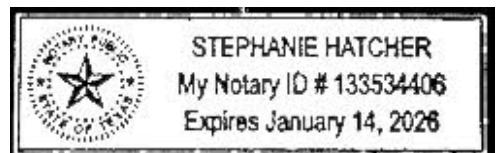
1 insertion(s) published on:
04/02/23

Stefani Beard

Sworn to and subscribed before me this 3rd day of April in the year of 2023

Stephanie Hatcher

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



Extra charge for lost or duplicate affidavits.
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Jobs, Autos & Classifieds

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CAR TALK

To add or not to add (lead additive) — that is the question

BY RAY MAGLIOZZI



Dear Car Talk: I love your column and your NPR show. I have a 1973 Ford Mustang convertible (I am the original owner). I drive it about 20 miles a week, and it has about 75,000 miles on it now. Of course, it was designed to be used with leaded gasoline. For a while, I used a lead additive. But then I just switched to using the highest-octane gas I could get.

Now I'm getting conflicting advice on whether or not to use the lead additive. The car runs the same with or without it. What is your advice regarding using it or not? Thanks very much. — Allan

I wouldn't bother at this point, Allan. Gasoline companies used to put lead in fuel to boost octane. As a side benefit, they learned that the lead also cushioned the blow of the hot exhaust valves as they slammed against their valve seats. So, when the Environmental Protection Agency figured out that the lead in gasoline was causing us to all grow four chins — OK, I already had two, but you

SOME YEARS LATER, WE NOTICED THAT SOME OLDER CARS WERE DEVELOPING A PROBLEM CALLED VALVE SEAT RECESSON. YOU MAY REMEMBER READING ABOUT THE GREAT VALVE SEAT RECESSON OF 1978 IN SCHOOL.

get my point — oil companies were forced to stop adding lead. Some years later, we noticed that some older cars were developing a problem called valve seat recession. You may remember reading about the great valve seat recession of 1978 in school. Anyway, to combat that problem, car makers started making their valve seats harder. Problem solved. Except for folks like you

who had cars made during the lead era. So, you can find a "lead substitute" (not real lead, obviously) on the market and add it to each tank of gas, but that's inconvenient and expensive. My advice would be to save the \$10 a tank and just drive the car. Eventually, it's possible your Mustang will need a valve job. And at that point, you can decide if you want to fix it, sell it, or torch it. If you fix it, the valve

job will cost you a couple of grand, and they'll use new, hardened valve seats. But at only 20 miles a week, it might be your heirs that do the valve job, Allan, not you. Or you may need major engine work for some other reason — engines didn't last as long in 1973 — and at that point, you'll get your hardened valve seats. By the way, the higher-octane fuel you're buying doesn't do anything to

protect those valve seats. Higher than recommended octane is only helpful if you have ping or pre-ignition. So, if your car doesn't ping on regular unleaded, take the 60 cents a gallon, plus the \$10 a tank you're saving on lead substitute, and put into a valve job cookie jar and pass it down to your kids, along with the Mustang. Got a question about cars? Write to Ray in care of King Features, 628 Virginia Drive, Orlando, FL 32803, or email by visiting the Car Talk website at www.cartalk.com. (c) 2023 by Ray Magliozzi and Doug Berman Distributed by King Features Syndicate, Inc.

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Fort Worth Star-Telegram

What does local mean to you?

#readlocal news

At the Fort Worth Star-Telegram, local news is more than breaking alerts. It's more than severe weather. It's more than election results.

Local news happens every day, all over our community. It's the feel-good family story you wouldn't have heard unless a journalist discovered it. It's the hardships mom and pop shops are facing that no one else will listen to. It's the behind-the-scenes look at keeping community leaders accountable.

Local news is more than just news. Will you #readlocal with us?

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Legals

REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

1 st Advertisement: April 2, 2023
2 nd Advertisement: April 9, 2023

Sealed proposals addressed to:
Bryan Beck, PE., Director of Public Works
City of Grapevine, Texas
will be received at:
Physical Address: Grapevine City Hall
200 South Main Street
Grapevine, Texas 76051
Mailing Address: Grapevine City Hall
P.O. Box 95104
Grapevine, Texas 76099
until 2:00 PM, April 18, 2023 for the construction of:
2023 WATER IMPROVEMENTS FOR W. KIMBALL RD. AND LAKERIDGE DR.
1,136 LF of 8" Water Line and Related Appurtenances along W. Kimball Road and Lakeridge Drive
Immediately following the time for receipt, the proposals will be publicly opened and read aloud in the second floor conference room of the Grapevine City Hall, as addressed above. Any bid received after the above time and date will be returned unopened.
Contract Documents, including Plans and Specifications, may be examined without charge in the:
Public Works Dept./Engineering Division
City Hall
200 South Main Street
Grapevine, Texas 76051
Beginning April 3, 2023, further information regarding this project may be obtained by contacting John D. Robertson, PE., CFM at 817-410-3138.
Contract documents, including plans and specifications, may be procured from the Engineer:
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
817-339-2287
Contact: Carl T. DeZee, PE.
beginning April 3, 2023, for a non-refundable fee of \$50 per set.
To be accepted, a bid must be accompanied by a bid security instrument payable to the City of Grapevine, Texas, in an amount not less than five (5%) percent of the total base bid, in the form of either (a) a cashier's check or certified check on a Texas bank or thrift with FDIC insurance or (b) an acceptable bidder's bond with a surety authorized to operate in the State of Texas.
Performance, Payment and Maintenance Bonds will be required.
In case of ambiguity or lack of clearness in stating bid/proposal prices, the City of Grapevine reserves the right to adopt the most advantageous construction thereof, to reject any or all bids, and to waive formalities. No bid may be withdrawn within ninety (90) days after the date on which bids are opened.
Best Value Bid Award Criteria
This bid will be awarded on the best value basis. Bids will be evaluated based on the Bidder's responses to the requirements of this RFCSP. Interviews with bidders are not anticipated but may be held at the option of the evaluation committee. The Owner reserves the right to obtain clarification or additional information with any firm regarding their bid. The Owner reserves the right to select a responsive, responsible firm on basis of best value that is most advantageous to the Owner. The following table provides more specific definitions for the weighted criteria that will be evaluated based on the bid and the information received that is requested in the Qualifications for Bidders section of the Instructions to Bidders.
90% max points will be awarded based on price. The Bidder submitting the lowest base price will receive the maximum allowable points. The other bidders will receive a percentage of the allowable points accordingly.
4% max points will be awarded based on bidder qualifications and proposed staff. The Bidder and Proposed Staff with the highest qualifications will receive the maximum allowable points. Has the bidder worked for the City of Grapevine on similar size projects? If yes, please provide information.
4% max points will be awarded on construction experience. The Bidder with the most relevant experience will receive the maximum allowable points.
1% max points will be awarded based on safety record and litigation history. Bidders with a favorable safety record and litigation history will receive the maximum allowable points. Please describe any litigation history for the past 5 years including court, case number, and party names and outcomes. Provide list of OSHA reportable accidents for the past 5 years.
1% max points will be awarded based on project closeout and warranty history. Bidders with the most favorable project close out and warranty history will receive the maximum allowable points. Please provide 3 projects that are similar in size and scope showing that issues were responded to in a timely manner and warranty work was completed in a timely manner.
CITY OF GRAPEVINE
Bryan Beck, PE.
Director of Public Works
IPL0116543
Apr 2,9 2023

PUBLIC HEARING NOTICE
CITY OF SOUTHLAKE, TEXAS
Notice is hereby given to all interested persons that the City of Southlake, Texas, will consider the following items in the Council Chambers at Town Hall, 1400 Main Street, Southlake, Texas for:
The City Council on Tuesday, April 18, 2023, at 5:30 p.m. will hold a public hearing and consider:
Ordinance No. 480-799 (ZA23-0005), 1st Reading, Zoning Change and Site Plan for Green Acres Nursery located on a property described as Tract 3D, W.R. Eaves Survey Abstract No. 500, Southlake, Tarrant County, Texas, and located at 1963 W. Southlake Blvd., Southlake, Texas. Current Zoning: "C-2" General Commercial District. Requested Zoning: "S-P-1" Detailed Site Plan District. SPIN Neighborhood #10. All interested persons are urged to attend.
City of Southlake
Amy Shelley, TRMC
City Secretary
IPL0116755
Apr 2 2023

NOTICE
THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT is accepting separate sealed bids for the following items at the herein stated bid opening location until the bid due date and time stated below, when they will be publicly opened and read aloud.
SOLICITATION: 7007381 – Seat and Electrical Power Supply Maintenance
BID DUE DATE AND TIME: Monday, April 03, 2023 @ 2:00 PM (Central Time)
MINORITY-WOMEN BUSINESS ENTERPRISE (MWBE) GOAL: 15%
BID OPENING LOCATION: Refer to Solicitation for Delivery Location. Specifications may be obtained at the herein stated bid opening location or viewed / downloaded from DFW International Airport website at dfwairport.com or by calling 972-973-5600.
IPL0115757
Mar 26, Apr 2 2023

APRIL 1, 2023
LEGAL NOTICE OF PUBLIC HEARING
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IPL0116772
Apr 2 2023

NOTICE
The Dallas Fort Worth International Airport Board will receive sealed bids for the following items at the location stated below until the due date and time stated:
SOLICITATION: 9500819 – Airfield Electrical Circuit Replacement 2023
BID DUE DATE AND TIME: Wednesday, May 3, 2023 @ 2:00 PM CST
MINORITY-WOMEN BUSINESS ENTERPRISE (MWBE) GOAL: 17%
CONTACT: Contract Administrator, Abigail Burch 972-973-2323
BID SUBMITTAL: Bids must be submitted via the DFW Airport Bonfire Solicitation system only by the due date and time listed in the Bonfire event schedule, accessible at <https://dfwairport.bonfirehub.com/login>.
Additional information is available on the DFW International Airport website at www.dfwairport.com/business/solicitations.
The DFW Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
IPL0115782
Mar 26, Apr 2 2023

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

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

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

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

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE TX 760602249

MEMO INVOICE	
Order No.:	404242
Memo Date:	04/03/2023
Bill-To Account:	19300
Sales Rep:	Hayley Martin

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
04/02/2023 - 04/02/2023	404242	Print Legal Ad-IPL01167720 IPL0116772	FTW-Star-Telegram Legal Legals & Public Notices CLS	1 x 60 L	60 L	1	\$118.16

Please Return This Portion With Your Payment (Thank You)

McClatchy Company LLC
PO Box 510150
Livonia MI 48151

*** MEMO INVOICE ***

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE TX 760602249

MEMO INVOICE	
Order No.:	404242
Account No.:	19300
Account Name:	CITY OF KENNEDALE
Order Amount:	\$118.16

Email questions to ssccreditandcollections@mcclatchy.com

McClatchy Company LLC
PO Box 510150
Livonia MI 48151

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0116772

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

FTW - Legal Ads

Final Cost:

118.16

Payment Type:

Account Billed

User ID:

IPL0019782

PREVIEW FOR AD NUMBER IPL01167720**ACCOUNT INFORMATION**

CITY OF KENNEDALE IP

405 MUNICIPAL DR

KENNEDEALE, TX 76060-2249

817-360-0522

rericson@cityofkennedale.com

CITY OF KENNEDALE

TRANSACTION REPORT**Date**

March 31, 2023 1:29:54 PM EDT

Amount:

118.16

SCHEDULE FOR AD NUMBER IPL01167720

April 2, 2023

Fort Worth Star-Telegram

APRIL 1, 2023
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W00000000

Publication Dates

Section 3.3 Spatial Requirements

A. *Spatial Requirements.* All lots shall meet the spatial requirements of Table 3.3. New lots shall not be created, except in conformance with these requirements. All buildings and their placement on a lot shall conform to the minimum dimensional requirements listed in Table 3.3.

Table 3.3 Spatial Requirements: Agricultural and Residential Districts										TH
Requirement		AG	R-1	R-2	R-3	R-4	D	MF	MH	
Lots										
Min. Area (s.f.)	Sewer	43,560	21,780	15,000	8,750	7,250	8,750	2,750/unit	5,000	3,000
	Septic	43,560	43,560	43,560	43,560	43,560	43,560	43,560	43,560	-
Max. Density (units per acre)		-	-	-	-		-	16-8	-	8
Min. Width (ft.)		80	100	100	80	70	70	75	50/lot	40
Min. Depth (ft.)		125	125	125	100	100	125	125	100/lot	80
Max Impervious (%)		50	50	50	50	50	50	50	50	75
Setbacks										
Min. Front (ft.) ¹	Primary	50	50	40	20	20	30	30	10/lot	20
	Secondary	20	20	20	15	15	15	15	10	10
Min. Side (ft.)	Total ²	30	30	30	20	10	16	16	8	10 at block ends
	Least	10	10	10	8	10	8	8	4	5 from alley/easement
Min. Rear (ft.) ³		45	30	30	15	15	15	15	10/lot	10
Principal Buildings										
Max. Height (ft.)		50	50	40	40	35	35	30	22.5	35
Max. Stories (number)		2.5	2.5	2.5	2.5	2.5	2.5	2	1.5	2
Min. GFA (s.f.)		1,500	1,500	1,500	1,250	1,250	1,000/unit	-	320	1,250
Min. Multi-Family Bedroom Area (s.f.) ⁴	Efficiency	-	-	-	-	-	-	600	-	
	One BR	-	-	-	-	-	-	800	-	
	Two BR	-	-	-	-	-	-	900	-	
	Three BR	-	-	-	-	-	-	1,000	-	
Min. Masonry (%)		80	80	80	80	-	80	80	-	
Accessory Buildings (100 s.f. +)										
Max. Number		-	3	2	1	1	2	-	1	1
Max. Size (% of rear yard)		20	10	10	10	10	10	10	10	10
Max. Height (ft.)		-	15	15	15	15	15	-	-	10
Max. Stories (number)		1	1	1	1	1	1	1	1	1
Min. Side Street Setback (ft.)		-	-	-	-	-	-	15	-	10
Min. Side Setback (ft.)		8	8	8	8	8	8	8	-	8
Min. Rear Setback (ft.)		8	8	8	8	8	8	25	-	8
Min. Setback from Principal (ft.)		5	5	5	5	5	5	15	-	5

¹ A corner lot has a primary and secondary front setback. The primary front setback is applied to the yard adjacent to the street in which the dwelling is oriented. The secondary front setback is applied to yard adjacent to the other street (See Figure 3-2).

² A total side setback does not apply to corner lots; the least side setback will apply.

³ Whenever any lot is located on a cul-de-sac, the rear yard setback shall be 15 feet.

⁴ The average living area for all apartments in an apartment building must be a minimum of 700 square feet.

- d. No private fences may be constructed forward of the RBL.
- e. A garden wall may be used to define the street edge, to secure a pedestrian passage, to enclose a courtyard space, on rear lot lines, or to screen building service elements.

Height	
Max Building	3 stories and 38' 2 stories, 35' max
Minimum ground floor clear height	9'
Minimum upper story clear height	9'
Max Garden Wall Height	10'
Max Privacy Fence Height	7'
Siting	
Min Build-To	75%
Min Parking Setback	30'
Side setbacks	None required
Min rear setback with alley	3'
Min rear setback with no ally	20'
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30'
Max Distance between Façade Entrances	60'
Balconies	Permitted

4. Parking.

- a. Parking may be located on the street, in a surface lot or in a structure.
- b. No parking shall be located between the building façade and the back of curb.
- c. All off-street parking shall be located behind the parking setback line, typically 25' feet or more behind the back of sidewalk.
- d. All surface parking (as well as loading areas) shall be placed to the rear or to the side of the buildings, but in no case shall more than 60 feet of the property frontage (along the required building line) be used for surface parking.
- e. All surface parking and loading areas shall be screened from public areas, public sidewalks, and abutting residentially zoned properties by landscaping and a four (4) foot solid wall or a combination masonry and a wrought iron or metal fence.
- f. When parking is above grade within a structure, a façade treatment that is consistent (in terms of materials and design) with the building façade shall be provided for the parking floors/levels.

a. Fenestration is regulated as a percentage of the façade between floor levels. Fenestration is measured as a glass area (including mullions, muntins, and similar window frame elements with a dimension less than one inch) and/or open area.

b. At least one (1) functioning entry door shall be provided along each ground story façade. The maximum distance between functioning façade entrances shall not be exceeded.

c. In no case shall a garage door be located at or face the RBL.

d. No private fences may be constructed forward of the RBL.

e. A garden wall may be used to define the street edge, to secure a pedestrian passage, to enclose a courtyard space, on rear lot lines, or to screen building service elements.

<u>Height</u>	
<u>Max Building</u>	3 stories and 38' 2 stories, 35' max
<u>Minimum ground floor clear height</u>	<u>9'</u>
<u>Minimum upper story clear height</u>	<u>9'</u>
<u>Max Garden Wall Height</u>	<u>10'</u>
<u>Max Privacy Fence Height</u>	<u>7'</u>
<u>Siting</u>	
<u>Min Build-To</u>	<u>75%</u>
<u>Min Parking Setback</u>	<u>30'</u>
<u>Side setbacks</u>	<u>None required</u>
<u>Min rear setback with alley</u>	<u>3'</u>
<u>Min rear setback with no ally</u>	<u>20'</u>
<u>Garden wall</u>	<u>Permitted on unbuilt RBL</u>
<u>Privacy fence</u>	<u>Permitted on common and rear lot lines only</u>
<u>Elements</u>	
<u>Min/Max Ground floor Façade Fenestration</u>	<u>33 to 80%</u>
<u>Min/Max Upper Story Fenestration</u>	<u>20 to 70%</u>
<u>Max Blank Wall Limitation</u>	<u>30'</u>

Section 5.1 Purpose

This article outlines the Urban and Neighborhood Village Zoning Districts. These districts are established in tandem to implement the 2012 Kennedale Comprehensive Plan's approach to future land use—with a focus on community character, through an emphasis on development character, intensity, and physical form and patterns, rather than solely on land uses. The village districts are to be planned and configured/constructed in order to be integrated with the larger community and accessible by all modes of transportation—private automobile, future public transit, bicycle, and pedestrian.

- A. *Urban Village (UV)*. The UV District is established to provide an area with an intense mix of uses in a compact, walkable urban form, transitioning down in intensity toward (and complementing) surrounding residential neighborhoods.
- B. *Neighborhood Village (NV)*. The NV District is established to provide an area with a mix of uses to fulfill the daily needs of residents within a short walking distance of the surrounding neighborhoods.

The Urban Village District is generally of greater intensity, with a larger scale in geographic area and individual building sizes than the Neighborhood Village, and the expectation is that it will provide a destination for goods and services for residents from across the city. The Neighborhood Village will be of less intensity, smaller area, and building size, with an emphasis on locally serving uses. Both Village District types will provide a range of housing options.

This section contains the basic rules for the physical form and character of the private development of individual lots, the relationship to (and standards for) the public realm, and broad parameters for uses in the village districts.

Section 5.2 Site Plan Approval Required

Neighborhood Village and Urban Village developments shall require site plan approval from City Council, following a recommendation from the Planning and Zoning Commission. Additionally, any changes to an approved site plan shall be reviewed and approved by City Council prior to implementation.

Section 5.2-3 Schedule of Uses

Buildings or land shall not be used, and buildings shall not be erected, except for the following specified uses, unless otherwise provided for in the UDC.

- A. *Permitted Uses*. Permitted uses for land and/or buildings in the Village District Sub-Areas are shown in *Table 5.2*. The categories in the use table are listed in *Section 5.2 G* and additional development and performance standards are provided in *Section 5.2 H*.
- B. *Use Determination*. The Administrator is responsible for categorizing all uses in accordance with *Table 5.2* and *Section 2.7*.
- C. *Conditional Uses*. There are no conditional uses within the Village Districts.
- D. *Special Exceptions*. If specifically noted in this article, land and/or buildings are subject to review and permitting in accordance with *Article 25*.
- E. *Not Permitted*. Blank cells indicate that a use is not permitted within the zoning district.

- d. Tandem spaces shall be assigned to the same dwelling unit. Tandem parking shall not be used to provide guest parking.
- G. *Loading Facilities.* If provided, loading zones shall be located to the rear and/or alley side of buildings.
- H. *Parking Lot Plantings for New Development.*
 - 1. Trees. For any surface parking lot not separated from the street or public realm by a building, the space between the RBL and the parking setback line shall be planted with canopy shade trees. Trees shall be planted at an average distance not to exceed 30 feet on center and aligned parallel three (3) to seven (7) feet behind the RBL or garden wall.
 - 2. Edge. The edge of any Village District surface parking lot adjacent to a single family lot shall:
 - a. Be planted with canopy shade trees placed at an average distance not to exceed 40 feet on center and aligned parallel three (3) to seven (7) feet behind the common lot line; and
 - b. Have a garden wall or privacy fence along the common lot line at least three (3) feet in height.

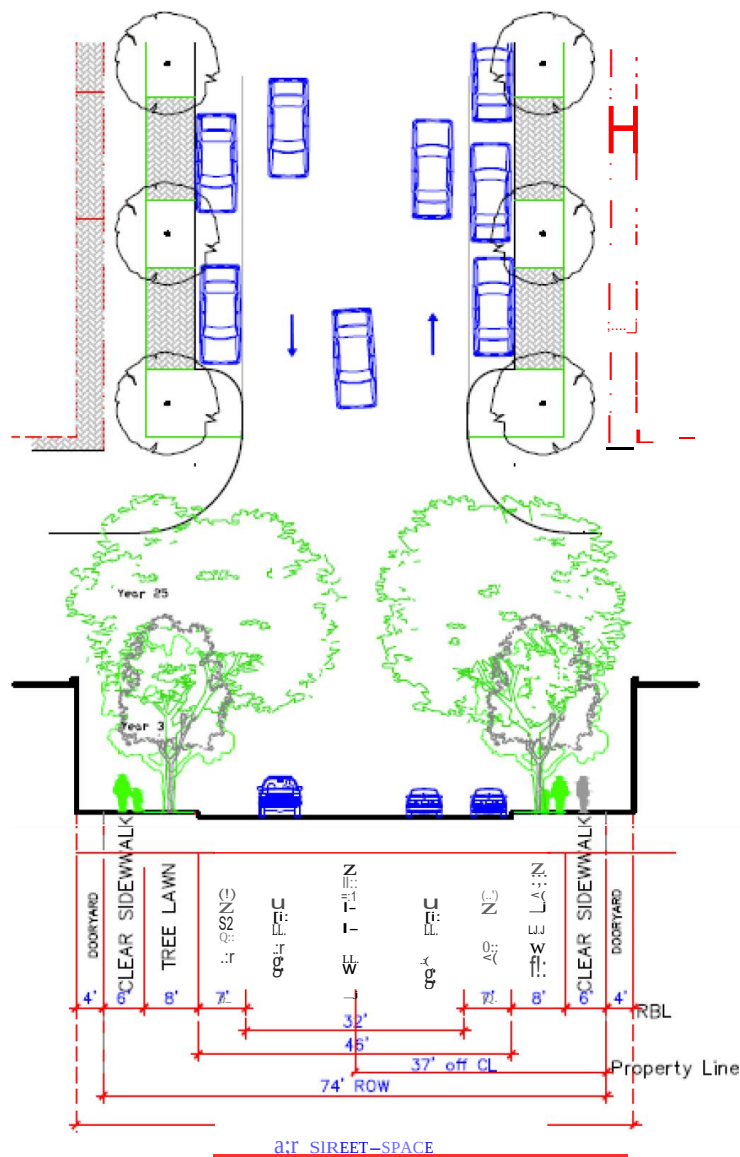
Section 5.5 Streets & Streetscape- Public Realm

- A. *Purpose and Intent.*
 - 1. The Street Types illustrate the recommended typical configurations for street spaces within the Village Districts. The plans and sections specify ideal vehicular travel lane widths, curb radii, sidewalks, tree planting areas, and on-street parking configurations. The streets within a Village District must work in conjunction with the building form standards to create the type of walkable, mixed-use place envisioned by the Comprehensive Plan.
 - 2. Streets are a community's first and foremost public spaces and should be just as carefully designed and planned as any park or public building. The character of the street space—both its scale and its details—determines the pedestrian quality of a given location.
 - 3. Streets must balance the needs of all forms of traffic—auto, future transit, bicycle and pedestrian—to maximize mobility and convenience for all residents and users. Their character will vary depending on their location: some streets will carry a large volume of traffic and provide a more active and intense pedestrian experience while others will provide a less active and more intimately scaled street-space.
 - 4. These are city streets—not highways or roads—and must be developed as such to create people-oriented places balancing all transportation modes. The village streets are designed primarily for walkability and pedestrian comfort, with automobile movement as a secondary focus.
 - 5. Adapting these public realm standards for existing public streets will grant more to the free movements of vehicles, while maintaining fair walkability.
- B. *Recommended Standard Village Street Types.* There are two (2) recommended street types for the Village Districts: Main Streets and Neighborhood Streets.
 - 1. Main Street. The Main Street should be used for the Village Center Sub-Areas, where a mix of uses and high level of pedestrian traffic is anticipated (the full section with dedicated turn lane should only be used when required). The Main Street may also be used for any commercial or mixed-use areas within a Village General Sub-Area. In general, Main Streets should be configured with a wide clear sidewalk and may include paving or hardscape in the dooryard and between tree pits.
 - 2. Neighborhood Street. Neighborhood Streets should be used for the Village Transition Sub-Areas and may also be appropriate for any portions of a Village General Sub-Area that are

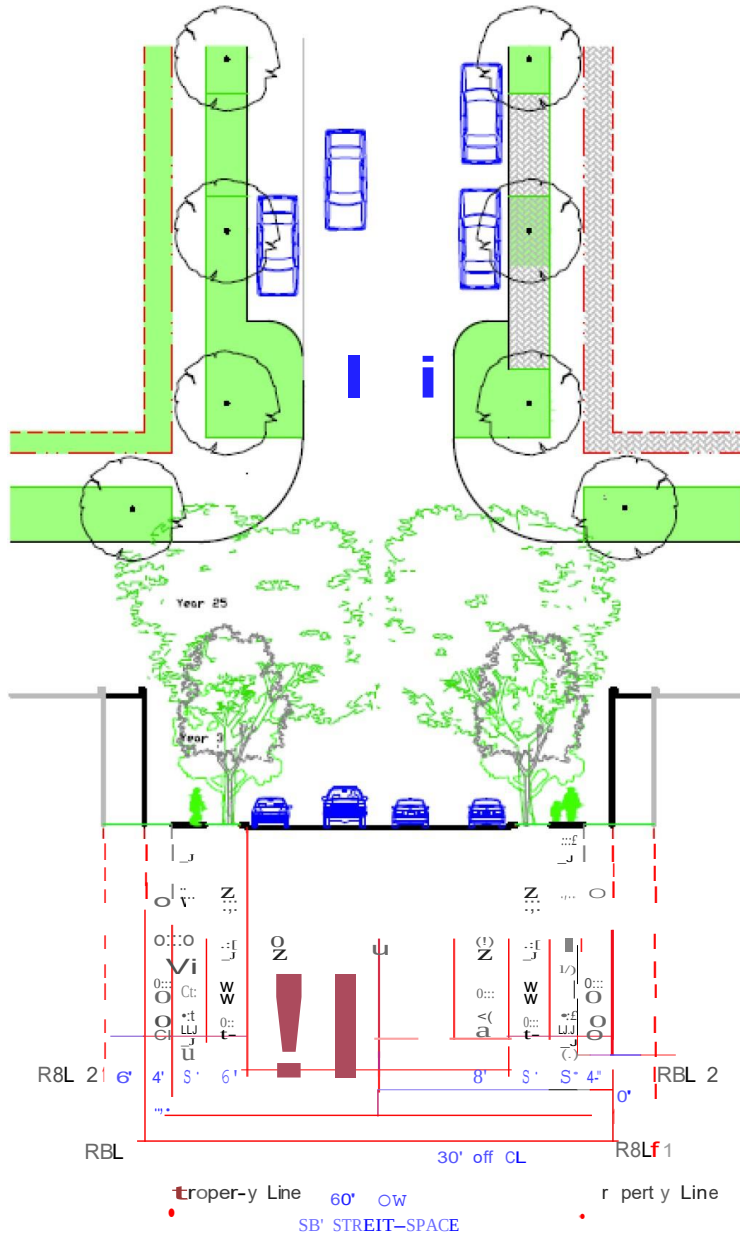
predominantly residential. In general, Neighborhood Streets are of a more intimate scale with a greener edge. They may have a slightly narrower clear sidewalk, with plantings in the dooryard and continuous tree lawns (rather than separate individual tree pits). In some locations, the properties along Neighborhood Streets may have small front yards.

C. Recommended Standard Village Street Type Diagrams.

1. Village Main Street.



2. Village Neighborhood Street.



Section 5.6 Phased Development

- A. In Neighborhood Village and Urban Village developments that include phases, the mixed-use or commercial phase shall be developed as the first initial phase or component of the project. Single-family, two-family, town-home, and multi-family phases shall be developed only after substantial completion of the first mixed-use or commercial phase.
- B. In Neighborhood Village and Urban Village development that do not include phases, the mixed-use or commercial component of the development shall be constructed at the same time as the residential component. No building permit shall be issued until both the mixed-use or commercial and residential structures have been submitted, reviewed, and approved.

General Procedures and Amendments

Article 22

Section 22.1 Purpose

This article describes the procedures for review of all applications for land use and development activity in the City of Kennedale.

Section 22.2 Summary of Procedures

A. *Authorities.* Tables 22.2 A and 22.2 B summarize the land use and development procedures in this UDC and identifies the bodies that have review and decision-making responsibilities for each procedure. Other agencies and outside authorities may be asked by the Administrator, Planning and Zoning Commission, or City Council to review certain applications.

1. R = Review. Responsible for a review and a recommendation.
2. D = Decision. Responsible for the final decision on matter, approval or denial.
3. A = Appeal. Authority to hear and decide upon appeal requests.
4. PH = Public Hearing. A public hearing is required at this step.

Procedure	Section	Staff	P&Z	City Council	Board of Adjustment
Village Districts Streets and Blocks	Article 5.3 B	R (Admin.)	D	-	-
Signs	Article 14	D (Admin.)	-	-	A/PH
SWPPP	Article 16	D (Director of Public Works) A (City Manager)	-	-	-
Erosion and Sediment Control Plan	Article 17	D (Director of Public Works)	-	-	-
Post-Construction Runoff	Article 18	D (Director of Public Works)	-	-	-
Floodplain Plan	Article 19	D (Floodplain Admin.)	-	-	A/PH
Tree Removal	Article 20	D (Admin.)	-	A (2 nd)	A (1 st)

General Procedures and Ammendments

Article 22

Wellhead	Article 21	D (Director of Public Works)	-	-	
UDC Text Amendment	Section 22.10	R (Admin.)	R/PH	D/PH	-
Zoning Map Amendment	Section 22.10	R (Admin.)	R/PH	D/PH	-
Zoning Permit, Use and Building Compliance	Section 23.2	D (Admin.)	-	-	A/PH
Site Plan	Article 23.2	R (Admin.)	R	D	A/PH
Conditional Use Permit	Article 24	R	R/PH	D/PH	-
Special Exception	Article 25	R (Admin.)	-	-	D/PH
PD Rezoning and Concept Plan	Section 27.5	R (Admin.)	R/PH	D/PH	-

Table 22.2 A Summary Table of Procedures: Zoning and Development Provisions and Design Standards

Procedure	Section	Staff	P&Z	City Council	Board of Adjustment
PD Major Change	Section 27.8 C	R (Admin.)	R/PH	D/PH	-
Final PD Site Plan	Section 27.6	R (Admin.)	R	D	A/PH
Signs- Special Sign Plan	Section 28.5 C	R (Admin.)	-	A/PH	D/PH

Table 22.2 B Summary Table of Procedures: Subdivisions

Procedure	Section	Staff	P&Z	City Council	Board of Adjustment
Preliminary Plat	Section 26.11	R (Admin., Engineer, Public Works, Fire Dept.)	D/PH	-	-
Construction Plans and Compliance Inspections	Section 26.13	D (Director of Public Works, Admin.)	-	-	-
Warranty	Section 26.13 G	D (Director of Public Works)	-	-	-
Construction Surety	Section 26.14	D (Director of Public Works)	-	-	-
Final Plats, Dedications	Section 26.16	R (Admin.)	R	D	-
Replats	Section 26.17	R (Admin.)	R/PH	D	-
Minor Plats	Section 26.18	R (Admin.)	R	D	-
Amending Plats	Section 26.19	R (Admin.)	R (if referred by City Council)	D	0
Rough Proportionality Appeal	Section 28.7 A	R (Director of Public Works, Admin.)	-	D/PH	-
Variance	Section 28.7 B	R (Admin.)	R/PH	D	-

Section 22.3 Application Submission, Contents, and Fees

- A. *Applications.* Information concerning submittal requirements, contents, and fees are available at the Community Development Department. All applications required by this section shall be submitted to the Community Development Department, unless otherwise specified.
- B. *Authority to File Applications.* The person having legal authority to take action according to the approval sought shall file an application for development review or approval under the UDC. The person is presumed to be the record owner, purchaser under a sale or option to purchase, or the duly authorized agent of the record owner. Agents may only submit applications where the owner indicates consent in writing.
- C. *Contact Person.*
1. Contact. The applicant shall designate one person on the application as the primary contact person.

Site Plans and Zoning Permits

Article 23

Section 23.1 Purpose

The purpose of the site plan review process is to ensure compliance with the development and design standards and provisions of the UDC. It is designed to encourage quality development reflective of the goals, policies, and objectives of the Kennedale Comprehensive Plan and adopted planning and policy documents.

Section 23.2 Applicability

- A. *Building Permits and Establishment of Use.* No building permit shall be issued until a site plan, *when required*, has been approved and any required performance guarantees have been received or conditions satisfied. A development permit shall be issued after the site plan has been approved.
- B. *Permits.*
1. ~~Zoning Permit- Building Compliance:~~
 - a. ~~Applicability. All structural alterations (except for wholly interior alterations), single-family dwellings, two-family dwellings, and residential accessory buildings must be issued a zoning permit for building compliance by the Administrator.~~
 - b. ~~Requirement. A permit issued by the Administrator is nontransferable and must be obtained before any construction or land development may begin.~~
 2. ~~Zoning Permit- Use Compliance:~~
 - a. ~~Applicability. All change of use or establishment of a new use is subject to use compliance review. A use shall not be changed or established without a Zoning Permit for Use Compliance.~~
 - b. ~~Requirement. A permit issued by the Administrator is nontransferable and must be obtained before the use is established.~~
 3. Site and Sketch Plans. A site plan shall be required for any permitted use involving site development in excess of the thresholds identified in this section other than a single-family or two-family residential dwelling or residential accessory building.
 - a. Site Plan. All new and expanded structures except very small or accessory structures as exempted by the Administrator; and any proposed redevelopment that is:
 - i. A minimum of 2,500 square feet; or
 - ii. Meets or exceeds 20 percent increase in existing gross square footage, calculated cumulatively over a five (5) year period.
 - b. Sketch Plan. Any proposal not meeting the thresholds for Site Plan review.

Article 23

Section 23.3 Procedures

- A. *Pre-Application Meeting.* The applicant is encouraged to schedule a pre-application meeting with the Administrator to discuss the process, requirements, and conditions of approval.
- B. *Application and Review.* Application and review shall be conducted in accordance with Sections 22.3, 22.4, 22.5, and 22.6 and reviewed against the criteria of Section 22.7.
- C. *Site Plan Approval.* Site plans shall be reviewed by the Administrator for zoning compliance. Site plans shall then be submitted to the Planning and Zoning Commission for review and recommendation to City Council. Following a recommendation from the Planning and Zoning Commission, site plans shall be forwarded to City Council for consideration of approval. Additionally, any changes to an approved site plan shall be reviewed and approved by City Council prior to implementation.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY REVISING DEVELOPMENT REGULATIONS FOR THE “R-4” SINGLE-FAMILY RESIDENTIAL, “TH” TOWNHOME, “NV” NEIGHBORHOOD VILLAGE, AND “UV” URBAN VILLAGE ZONING DISTRICTS; REVISING THE PROCEDURES FOR APPROVAL OF CERTAIN DEVELOPMENT APPLICATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted the City of Kennedale Unified Development Code (“Unified Development Code”) that regulates the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City; and

WHEREAS, the City has experienced a significant amount of new housing and multi-family growth over the past three years which has not been synchronized with the provision of adequate public facilities and services based on the increase in population growth from the new development; and

WHEREAS, the City Council has determined that existing regulations in the Unified Development Code and other applicable development ordinances and regulations are inadequate to prevent impending new single-family, multi-family and townhome development in the City from being detrimental to the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council deems it necessary and in the best interest of the public health, safety and welfare to adopt new density, height and spatial regulations for the “R-4” Single-Family Residential, “TH” Townhome, “NV” Neighborhood Village, and “UV” Urban Village zoning districts, with appropriate procedures for approval; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on March __, 2023, and the City Council of the City held a public hearing on April __, 2023, with respect to the amendments described herein; and

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

Table 3.3 “Spatial Requirements” of Section 3.3 “Spatial Requirements” of Article 3 “Agricultural and Residential Districts” of Part II “Zoning Districts and Use Regulations” of the Unified Development Code is hereby to read as follows:

[illegible]

Min. Side Setback (ft.)	8	8	8	8	8	8	8	-	8
Min. Rear Setback (ft.)	8	8	8	8	8	8	25	-	8
Min. Setback from Principal (ft.)	5	5	5	5	5	5	15	-	5

SECTION 2.

Subsection C of Section 3.6. “Additional Multi-Family Regulations” of Article 3 “Agricultural and Residential Zoning Districts” of Part II “Zoning Districts and Use Regulations” of the Unified Development Code is hereby amended by revising the table to read as follows:

Height	
Max Building	2 stories, 35’ max
Minimum ground floor clear height	9’
Minimum upper story clear height	9’
Max Garden Wall Height	10’
Max Privacy Fence Height	7’
Siting	
Min Build-To	75%
Min Parking Setback	30’
Side setbacks	None required
Min rear setback with alley	3’
Min rear setback with no alley	20’
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30’
Max Distance between Façade Entrances	60’
Balconies	Permitted

SECTION 3.

Subsection C of Section 3.7. “Townhome Regulations” of Article 3 “Agricultural and Residential Zoning Districts” of Part II “Zoning Districts and Use Regulations” of the Unified Development Code is hereby amended by revising the table to read as follows:

Height	
Max Building	2 stories, 35’ max
Minimum ground floor clear height	9’
Minimum upper story clear height	9’
Max Garden Wall Height	10’
Max Privacy Fence Height	7’
Siting	

Min Build-To	75%
Min Parking Setback	30'
Side setbacks	None required
Min rear setback with alley	3'
Min rear setback with no ally	20'
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30'
Max Distance between Façade Entrances	60'
Balconies	Permitted

SECTION 4.

Article 5 “Village Districts” of Part II “Zoning Districts and Use Regulation” of the Unified Development Code is hereby amended by adding a new Section 5.2 to read as follows, and renumbering the current Sections 5.2, 5.3, 5.4, and 5.5 as Sections 5.3, 5.4, 5.5, and 5.6, respectively:

“Section 5.2. Site Plan Approval Required

Neighborhood Village and Urban Village developments shall require site plan approval from the City Council following a recommendation from the Planning and Zoning Commission. Additionally, any changes to an approved site plan shall be reviewed by the Planning and Zoning Commission and approved by the City Council prior to implementation.”

SECTION 5.

Article 5 “Village Districts” of Part II “Zoning Districts and Use Regulation” of the Unified Development Code is hereby amended by adding a new Section 5.6 to read as follows:

“Section 5.6. Phased Development

- A. In Neighborhood Village and Urban Village developments that include phases, the mixed-use or commercial phase shall be developed as the first initial phase or component of the project. Single-family, two-family, townhome, and multi-family phases shall be developed only after substantial completion of the first mixed-use or commercial phase.
- B. In Neighborhood Village and Urban Village developments that do not include phases, the mixed-use or commercial component of the development shall be constructed at the same time as the residential component. No building permits shall be issued until both the mixed-use or commercial and residential structures have been submitted, reviewed, and approved.”

SECTION 6.

Table 22.2 A of Section 22.2 “Summary of Procedures” of Article 22 “General Procedures and Amendments” of Part IV “Review of Procedures and Requirements” of the Unified Development Code is hereby amended to read as follows:

Table 22.2 A Summary Table of Procedures: Zoning and Development Provisions and Design Standards					
Procedure	Section	Staff	P&Z	City Council	Board of Adjustment
Village Districts Streets and Blocks	<i>Article 5.3 B</i>	R (Admin.)	D	-	-
Signs	<i>Article 14</i>	D (Admin.)	-	-	A/PH
SWPPP	<i>Article 16</i>	D (Director of Public Works) A (City Manager)	-	-	-
Erosion and Sediment Control Plan	<i>Article 17</i>	D (Director of Public Works)	-	-	-
Post-Construction Runoff	<i>Article 18</i>	D (Director of Public Works)	-	-	-
Floodplain Plan	<i>Article 19</i>	D (Floodplain Admin.)	-	-	A/PH
Tree Removal	<i>Article 20</i>	D (Admin.)	-	A (2 nd)	A (1 st)
Wellhead	<i>Article 21</i>	D (Director of Public Works)	-	-	
UDC Text Amendment	<i>Section 22.10</i>	R (Admin.)	R/PH	D/PH	-
Zoning Map Amendment	<i>Section 22.10</i>	R (Admin.)	R/PH	D/PH	-
Zoning Permit, Use and Building Compliance	<i>Section 23.2</i>	D (Admin.)	-	-	A/PH
Site Plan	<i>Article 23.2</i>	R (Admin.)	R	D	A/PH
Conditional Use Permit	<i>Article 24</i>	R	R/PH	D/PH	-
Special Exception	<i>Article 25</i>	R (Admin.)	-	-	D/PH
PD Rezoning and Concept Plan	<i>Section 27.5</i>	R (Admin.)	R/PH	D/PH	-
PD Major Change	<i>Section 27.8 C</i>	R (Admin.)	R/PH	D/PH	-
Final PD Site Plan	<i>Section 27.6</i>	R (Admin.)	R	D	A/PH
Signs- Special Sign Plan	<i>Section 28.5 C</i>	R (Admin.)	-	A/PH	D/PH

SECTION 7.

Article 23 “Site Plans and Zoning Permits” of Part IV “Review of Procedures and Requirements” of the Unified Development Code is hereby amended to read as follows:

“Article 23 Site Plans

Section 23.1 Purpose

The purpose of the site plan review process is to ensure compliance with the development and design standards and provisions of the UDC. It is designed to encourage quality development reflective of the goals, policies, and objectives of the Kennedale Comprehensive Plan and adopted planning and policy documents.

Section 23.2 Applicability

A. *Building Permits and Establishment of Use.* No building permit shall be issued until a site plan, when required, has been approved and any required performance guarantees have been received or conditions satisfied. A development permit shall be issued after the site plan has been approved.

B. *Site and Sketch Plans.* A site plan shall be required for any permitted use involving site development in excess of the thresholds identified in this section other than a single-family or two-family residential dwelling or residential accessory building.

1. Site Plan. All new and expanded structures except very small or accessory structures as exempted by the Administrator; and any proposed redevelopment that is:
 - a. A minimum of 2,500 square feet; or
 - b. Meets or exceeds 20 percent increase in existing gross square footage, calculated cumulatively over a five (5) year period.
2. Sketch Plan. Any proposal not meeting the thresholds for Site Plan review.

Section 23.3 Procedures

A. *Pre-Application Meeting.* The applicant is encouraged to schedule a pre-application meeting with the Administrator to discuss the process, requirements, and conditions of approval.

B. *Application and Review.* Application and review shall be conducted in accordance with Sections 22.3, 22.4, 22.5, and 22.6 and reviewed against the criteria of Section 22.7.

C. *Site Plan Approval.* Site plans shall be reviewed by the Administrator for zoning compliance. Site plans shall then be submitted to the Planning and Zoning Commission for review and recommendation to City Council. Following a recommendation from the Planning and Zoning Commission, site plans shall be forwarded to City Council for consideration of approval. Additionally, any changes to an approved site plan shall be reviewed by the Planning and Zoning Commission and approved by City Council prior to implementation.”

SECTION 8.

This Ordinance shall be cumulative of all provisions of ordinances and of the Unified Development Code of the City of Kennedale, Texas (2016), as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 9.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be severable and should any section, paragraph, sentence, clause, or phrase of this Ordinance declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 10.

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

SECTION 11.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of any ordinances governing development that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 12.

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale the caption, the penalty clause, the publication clause, and the effective date clause of this ordinance as provided by Section 3.10 of the Charter of the City of Kennedale.

SECTION 13.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS ____ DAY OF _____, 2023.

MAYOR JAN JOPLIN

ATTEST:

CITY SECRETARY, RAEANNE BYINGTON

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ORDINANCE NO. 746

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY REVISING DEVELOPMENT REGULATIONS FOR THE “R-4” SINGLE-FAMILY RESIDENTIAL, “TH” TOWNHOME, “NV” NEIGHBORHOOD VILLAGE, AND “UV” URBAN VILLAGE ZONING DISTRICTS; REVISING THE PROCEDURES FOR APPROVAL OF CERTAIN DEVELOPMENT APPLICATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted the City of Kennedale Unified Development Code (“Unified Development Code”) that regulates the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City; and

WHEREAS, the City has experienced a significant amount of new housing and multi-family growth over the past three years which has not been synchronized with the provision of adequate public facilities and services based on the increase in population growth from the new development; and

WHEREAS, the City Council has determined that existing regulations in the Unified Development Code and other applicable development ordinances and regulations are inadequate to prevent impending new single-family, multi-family and townhome development in the City from being detrimental to the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council deems it necessary and in the best interest of the public health, safety and welfare to adopt new density, height and spatial regulations for the “R-4” Single-Family Residential, “TH” Townhome, “NV” Neighborhood Village, and “UV” Urban Village zoning districts, with appropriate procedures for approval; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on March __, 2023, and the City Council of the City held a public hearing on April __, 2023, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, Article 22 of the Unified Development Code, and all other laws dealing with notice, publication, and procedural requirements for amending the Unified Development Code.

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

SECTION 1.

Table 3.3 “Spatial Requirements” of Section 3.3 “Spatial Requirements” of Article 3 “Agricultural and Residential Districts” of Part II “Zoning Districts and Use Regulations” of the Unified Development Code is hereby to read as follows:

Table 3.3 Spatial Requirements: Agricultural and Residential Districts										
Requirement		AG	R-1	R-2	R-3	R-4	D	MF	MH	TH
Lots										
Min. Area (s.f.)	Sewer	43,560	21,780	15,000	8,750	7,250	8,750	2,750/ unit	5,000	3,000
	Septic	43,560	43,560	43,560	43,560	43,560	43,560	43,560	43,560	-
Max. Density (units per acre)		-	-	-	-	-	-	8	8	8
Min. Width (ft.)		80	100	100	80	70	70	75	50/lot	40
Min. Depth (ft.)		125	125	125	100	100	125	125	100/lot	80
Max Impervious (%)		50	50	50	50	50	50	50	50	75
Setbacks										
Min. Front (ft.) ¹	Primary	50	50	40	20	20	30	30	10/lot	20
	Secondary	20	20	20	15	15	15	15	10	10
Min. Side (ft.)	Total ²	30	30	30	20	10	16	16	8	10 at block ends
	Least	10	10	10	8	10	8	8	4	5 from alley/ easements
Min. Rear (ft.) ³		45	30	30	15	15	15	15	10/lot	10
Principal Buildings										
Max. Height (ft.)		50	50	40	40	352	35	30	22.5	35
Max. Stories (number)		2.5	2.5	2.5	2.5	2.5	2.5	2	1.5	2
Min. GFA (s.f.)		1,500	1,500	1,500	1,250	1,250	1,000/ unit	-	320	1250
Min. Multi-Family Bedroom Area (s.f.) ⁴	Efficiency	-	-	-	-	-	-	600	-	-
	One BR	-	-	-	-	-	-	800	-	-
	Two BR	-	-	-	-	-	-	900	-	-
	Three BR	-	-	-	-	-	-	1,000	-	-
Min. Masonry (%)		80	80	80	80	-	80	80	-	-
Accessory Buildings (100 s.f. +)										
Max. Number		-	3	2	1	1	2	-	1	1
Max. Size (% of rear yard)		20	10	10	10	10	10	10	10	10
Max. Height (ft.)		-	15	15	15	15	15	-	-	10
Max. Stories (number)		1	1	1	1	1	1	1	1	1
Min. Side Street Setback (ft.)		-	-	-	-	-	-	15	-	10

Min. Side Setback (ft.)	8	8	8	8	8	8	8	-	8
Min. Rear Setback (ft.)	8	8	8	8	8	8	25	-	8
Min. Setback from Principal (ft.)	5	5	5	5	5	5	15	-	5

SECTION 2.

Subsection C of Section 3.6. “Additional Multi-Family Regulations” of Article 3 “Agricultural and Residential Zoning Districts” of Part II “Zoning Districts and Use Regulations” of the Unified Development Code is hereby amended by revising the table to read as follows:

Height	
Max Building	2 stories, 35’ max
Minimum ground floor clear height	9’
Minimum upper story clear height	9’
Max Garden Wall Height	10’
Max Privacy Fence Height	7’
Siting	
Min Build-To	75%
Min Parking Setback	30’
Side setbacks	None required
Min rear setback with alley	3’
Min rear setback with no alley	20’
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30’
Max Distance between Façade Entrances	60’
Balconies	Permitted

SECTION 3.

Subsection C of Section 3.7. “Townhome Regulations” of Article 3 “Agricultural and Residential Zoning Districts” of Part II “Zoning Districts and Use Regulations” of the Unified Development Code is hereby amended by revising the table to read as follows:

Height	
Max Building	2 stories, 35’ max
Minimum ground floor clear height	9’
Minimum upper story clear height	9’
Max Garden Wall Height	10’
Max Privacy Fence Height	7’
Siting	

Min Build-To	75%
Min Parking Setback	30'
Side setbacks	None required
Min rear setback with alley	3'
Min rear setback with no ally	20'
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30'
Max Distance between Façade Entrances	60'
Balconies	Permitted

SECTION 4.

Article 5 “Village Districts” of Part II “Zoning Districts and Use Regulation” of the Unified Development Code is hereby amended by adding a new Section 5.2 to read as follows, and renumbering the current Sections 5.2, 5.3, 5.4, and 5.5 as Sections 5.3, 5.4, 5.5, and 5.6, respectively:

“Section 5.2. Site Plan Approval Required

Neighborhood Village and Urban Village developments shall require site plan approval from the City Council following a recommendation from the Planning and Zoning Commission. Additionally, any changes to an approved site plan shall be reviewed by the Planning and Zoning Commission and approved by the City Council prior to implementation.”

SECTION 5.

Article 5 “Village Districts” of Part II “Zoning Districts and Use Regulation” of the Unified Development Code is hereby amended by adding a new Section 5.6 to read as follows:

“Section 5.6. Phased Development

- A. In Neighborhood Village and Urban Village developments that include phases, the mixed-use or commercial phase shall be developed as the first initial phase or component of the project. Single-family, two-family, townhome, and multi-family phases shall be developed only after substantial completion of the first mixed-use or commercial phase.
- B. In Neighborhood Village and Urban Village developments that do not include phases, the mixed-use or commercial component of the development shall be constructed at the same time as the residential component. No building permits shall be issued until both the mixed-use or commercial and residential structures have been submitted, reviewed, and approved.”

SECTION 6.

Table 22.2 A of Section 22.2 “Summary of Procedures” of Article 22 “General Procedures and Amendments” of Part IV “Review of Procedures and Requirements” of the Unified Development Code is hereby amended to read as follows:

Table 22.2 A Summary Table of Procedures: Zoning and Development Provisions and Design Standards					
Procedure	Section	Staff	P&Z	City Council	Board of Adjustment
Village Districts Streets and Blocks	<i>Article 5.3 B</i>	R (Admin.)	D	-	-
Signs	<i>Article 14</i>	D (Admin.)	-	-	A/PH
SWPPP	<i>Article 16</i>	D (Director of Public Works) A (City Manager)	-	-	-
Erosion and Sediment Control Plan	<i>Article 17</i>	D (Director of Public Works)	-	-	-
Post-Construction Runoff	<i>Article 18</i>	D (Director of Public Works)	-	-	-
Floodplain Plan	<i>Article 19</i>	D (Floodplain Admin.)	-	-	A/PH
Tree Removal	<i>Article 20</i>	D (Admin.)	-	A (2 nd)	A (1 st)
Wellhead	<i>Article 21</i>	D (Director of Public Works)	-	-	
UDC Text Amendment	<i>Section 22.10</i>	R (Admin.)	R/PH	D/PH	-
Zoning Map Amendment	<i>Section 22.10</i>	R (Admin.)	R/PH	D/PH	-
Zoning Permit, Use and Building Compliance	<i>Section 23.2</i>	D (Admin.)	-	-	A/PH
Site Plan	<i>Article 23.2</i>	R (Admin.)	R	D	A/PH
Conditional Use Permit	<i>Article 24</i>	R	R/PH	D/PH	-
Special Exception	<i>Article 25</i>	R (Admin.)	-	-	D/PH
PD Rezoning and Concept Plan	<i>Section 27.5</i>	R (Admin.)	R/PH	D/PH	-
PD Major Change	<i>Section 27.8 C</i>	R (Admin.)	R/PH	D/PH	-
Final PD Site Plan	<i>Section 27.6</i>	R (Admin.)	R	D	A/PH
Signs- Special Sign Plan	<i>Section 28.5 C</i>	R (Admin.)	-	A/PH	D/PH

SECTION 7.

Article 23 “Site Plans and Zoning Permits” of Part IV “Review of Procedures and Requirements” of the Unified Development Code is hereby amended to read as follows:

“Article 23 Site Plans

Section 23.1 Purpose

The purpose of the site plan review process is to ensure compliance with the development and design standards and provisions of the UDC. It is designed to encourage quality development reflective of the goals, policies, and objectives of the Kennedale Comprehensive Plan and adopted planning and policy documents.

Section 23.2 Applicability

A. *Building Permits and Establishment of Use.* No building permit shall be issued until a site plan, when required, has been approved and any required performance guarantees have been received or conditions satisfied. A development permit shall be issued after the site plan has been approved.

B. *Site and Sketch Plans.* A site plan shall be required for any permitted use involving site development in excess of the thresholds identified in this section other than a single-family or two-family residential dwelling or residential accessory building.

1. Site Plan. All new and expanded structures except very small or accessory structures as exempted by the Administrator; and any proposed redevelopment that is:
 - a. A minimum of 2,500 square feet; or
 - b. Meets or exceeds 20 percent increase in existing gross square footage, calculated cumulatively over a five (5) year period.
2. Sketch Plan. Any proposal not meeting the thresholds for Site Plan review.

Section 23.3 Procedures

A. *Pre-Application Meeting.* The applicant is encouraged to schedule a pre-application meeting with the Administrator to discuss the process, requirements, and conditions of approval.

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C. *Site Plan Approval.* Site plans shall be reviewed by the Administrator for zoning compliance. Site plans shall then be submitted to the Planning and Zoning Commission for review and recommendation to City Council. Following a recommendation from the Planning and Zoning Commission, site plans shall be forwarded to City Council for consideration of approval. Additionally, any changes to an approved site plan shall be reviewed by the Planning and Zoning Commission and approved by City Council prior to implementation.”

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It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be severable and should any section, paragraph, sentence, clause, or phrase of this Ordinance declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 10.

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

SECTION 11.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of any ordinances governing development that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 12.

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale the caption, the penalty clause, the publication clause, and the effective date clause of this ordinance as provided by Section 3.10 of the Charter of the City of Kennedale.

SECTION 13.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS ____ DAY OF _____, 2023.

MAYOR JAN JOPLIN

ATTEST:

CITY SECRETARY, RAEANNE BYINGTON

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

MEETING DATE: APRIL 18, 2023

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

SUBJECT

PZ Case# 23-05: CONSIDER APPROVAL OF ORDINANCE NO. 746 AMENDING THE UNIFIED DEVELOPMENT CODE. *THE PURPOSE OF THE PUBLIC HEARINGS IS TO CONSIDER REVISING THE DEVELOPMENT REGULATIONS APPLICABLE TO THE R-4 SINGLE-FAMILY RESIDENTIAL, MF MULTI-FAMILY RESIDENTIAL, TH TOWNHOME, NV NEIGHBORHOOD VILLAGE, AND UV URBAN VILLAGE ZONING DISTRICTS, AND THE APPROVAL PROCESS FOR DEVELOPMENTS.*

ORIGINATED BY

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Amend UDC
Applicant	Nathan Gonzales, Director of Community Development
Staff Recommendation	Approve

BACKGROUND AND OVERVIEW

In January, City Council noted its approval to begin the long-overdue updates to our Comprehensive Plan, Future Land Use Plan, and UDC. Dunaway was selected to assist with this project. As this will be a year-long endeavor, staff began looking at what changes to the UDC could be implemented in the interim. Additionally, City Council directed staff to propose amendments to the Unified Development Code during last month's regular meeting to address density, spatial requirements, and consider other tools aimed at retaining Kennedale's small town feel and character. The Planning and Zoning Commission indicated similar sentiments during its regular meeting in March. The following provides an overview of the proposed UDC text amendments:

- Revised spatial requirements for the R-4 District
- Reduce the max story height for MF Multi-Family District from 3 stories and 38' to 2 stories, 35' max
- Reduce density of MF Multi-Family District from 16 units per acre to 8 units per acre
- Reduce the max story of TH Townhome District from 3 stories and 38', to 2 stories, 35' max
- Added density and spatial requirements for TH Townhome District (revised Table 3.3)
- Added Site Plan Approval requirements to Village Districts (revised Section 5.2)
- Added Phased Development requirements to Village Districts (created Section 5.6)
- Added Site Plan Approval by City Council (revised Article 22, Table 22.2A)
- Added PD Site Plan Approval by City Council (revised Article 22, Table 22.2A)
- Revised text language to Section 23.2
- Removal of zoning permit requirements in Article 23 due to redundancy
- Added Site Plan Approval procedures to Section 23.3

STAFF REVIEW

Changes to Spatial Requirements and Density

The proposed changes to the spatial requirements for the R-4 District include a widening of the minimum lot width from 50' to 70', as well as widening the side yard setbacks from 5' and 2' to 10' on each side. The minimum lot area

has also been increased from 5,000 SF to 7,250 SF.

Staff proposes reducing the stories height allotment from 3 stories to 2 stories for both MF Multi-Family and TH Townhome Districts. Staff also found it would be beneficial to include spatial requirements for the TH Townhome District. Currently, the UDC does not specify minimum lot area, setbacks, or density for townhomes. This has left developers unclear on how to design their projects and unsure what would be acceptable to the city. Similarly, density has also been reduced for MF Multi-Family Districts from 16 units per acre to 8 units per acre.

The proposed changes to R-4, MF, and TH spatial requirements are aimed at reducing density, a concern that has been brought to staff's attention.

Changes to Village Districts

Proposed changes to the Village District include the addition of site plan approval and phased development requirements. For example, Neighborhood and Urban Villages should be developed with a village center and include a mixed-use commercial component. At times, the residential component is built first, with the commercial/mixed-use component left out or delayed for an unknown amount of time. A similar instance has occurred in Kennedale and this is a concern many members of the community have raised. By implementing site plan approval and phased development requirements, the city can ensure what is presented to the Planning and Zoning Commission and City Council comes to fruition.

Changes to Site Plan Approval

Currently, all site plans are approved administratively by staff. While this may provide a benefit with respect to review time and the start of construction, it does not allow for the city's elected and appointed community leaders, as well as the public, to weigh in on development or have their voices heard. The proposed changes to site plan approval would pertain to Residential, Commercial, MF, TH, Village, Planned Development, and Industrial site developments over 2,500 SF. This threshold has not changed. Additionally, any changes to an approved site plan would require additional review by the Planning and Zoning Commission and approval by City Council prior to implementation.

Notice of Public Hearing was sent April 1, 2023, and published April 2, 2023 in the Star-Telegram.

The Planning and Zoning Commission conducted a public hearing on April 13, 2023, and recommended approval by a vote of 6-0.

During the public hearing before the Planning and Zoning Commission, one P&Z member suggested City Council perhaps consider a 60' or 65' lot width for the R4 District, but otherwise voted for the text amendments are presented. Attached are the proposed UDC text amendments highlighted in green text, in addition to the draft ordinance reflecting these changes.

STAFF RECOMMENDATION

Based on the direction from the Planning and Zoning Commission and City Council, as well as the reasoning provided, staff recommends approval.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I make a motion to approve the amendments to the Unified Development Code.

Approval with Conditions: Based on the information presented, I make a motion to approve the amendments to the Unified Development Code with the following conditions [list conditions].

Deny: Based on the information presented, I make a motion to deny the request the amend the Unified Development Code [list reasons].

ATTACHMENTS: Legal Notice of Public Hearing, Newspaper Ad, Amendment changes in Green, Draft Ordinance.



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.B.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.C.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: APRIL 18, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.D.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS