

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | JUNE 20, 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.CITYOFKENNEDALE.COM/VIDEOS
THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT

I. CALL TO ORDER

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

A. ROLL CALL

B. 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."

II. WORK SESSION

A. WORK SESSION REPORTS

1. Winding Creek Storm Drainage Update.
2. Discussion on permitting short term rentals in R-1 zoning only.
3. Discussion regarding the City Council appointing the executive officers for all boards/commissions.

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

III. REGULAR SESSION

A. 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

Juneteenth Proclamation - Alisa Simmons, Tarrant County
Commissioner Precinct 2.

3. Updates from the City Manager
Introduction of Fire Marshal Melvin Wilson
4. Financial Reports for the City and/or the EDC

B. 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.

C. 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. Approve the minutes from the May 16, 2023 Regular Meeting.
2. Approve the minutes from the June 6, 2023 Special Meeting.
3. Approve the ILA regarding funding for Kennedale New Hope Road and Swiney Hiatt Road. Total cost of \$1,244,872.32.

D. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of the Project Utility Adjustment Agreement for the TxDOT Southeast Connector Project.
2. Consider approval of the proposed Park Zone Boundary Map.
3. Discuss and take action on a resolution authorizing publication and posting of notice of intention to issue certificates of obligation to finance the acquisition, construction, and equipping of various public improvement projects totaling \$17.4 million.
4. Appoint a Mayor Pro Tem.
5. Approve an ordinance for a Senior Tax Freeze in the City of Kennedale.

E. PUBLIC HEARINGS

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.***

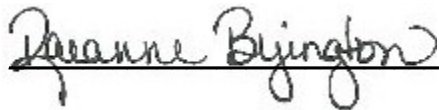
- C. **PURSUANT TO §551.087** — (1) *Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental 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 JUNE 20, 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.

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

RAEANNE BYINGTON CITY SECRETARY

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



MEETING DATE: JUNE 20, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM I.B.

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: JUNE 20, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Winding Creek Storm Drainage Update.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Discussion on permitting short term rentals in R-1 zoning only.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Discussion regarding the City Council appointing the executive officers for all boards/commissions.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 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: JUNE 20, 2023

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

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: JUNE 20, 2023

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

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Updates from the Mayor
Juneteenth Proclamation - Alisa Simmons, Tarrant County Commissioner Precinct 2.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Updates from the City Manager
Introduction of Fire Marshal Melvin Wilson

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Financial Reports for the City.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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



CITY OF KENNEDALE MONTHLY FINANCIAL REPORT Month Ended April 2023 EXECUTIVE OVERVIEW

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	June 20, 2023
SUBJECT	Monthly Financial Report for April 2023

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

Results through April represent 58.33% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date \$5,155,280; 94.5% of total budget; prior year receipts through April were 96% of total
- ◊ Sales tax revenues received year-to-date \$900,041; 45.2% 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 April were \$744,624; 40.0% of budget
- ◊ General Fund expenditures year-to-date \$4,914,195; 47.9% of total budget
- ◊ Fund Balance year-to-date is \$4,144,274; 143 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 \$2,180,806 or 76 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ Water service sales year-to-date \$1,646,153.68; 68% of budget
- ◊ Sewer service sales year-to-date \$1,031,495.32; 64.31% of budget
- ◊ Utility Billing and Operations expenditures year-to-date \$1,596,128; 51.3% of total budget
- ◊ Working Capital year-to-date is \$ 2,701,073; 217 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 186 days

STORMWATER FUND (07)

- ◊ Drainage fees year-to-date \$175,347; 65.0% of budget
- ◊ Stormwater Fund expenditures year-to-date \$11,293; 5.4% of total budget
- ◊ Working Capital year-to-date is \$840,448; 1,459 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,278 days

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date \$281,207.49; 45.84% 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 April were 232,552; 45.16% of budget
- ◊ Rental fees for the Shopping Center year-to-date \$177,729.08; 60.53% of total budget
- ◊ EDC Operations expenditures year-to-date \$156,760; 26.9% of total budget; includes \$52,397 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date \$48,194; 72.9% of total budget; \$14,857 of total expenditures was for insurance costs which are paid in October
- ◊ Fund Balance year-to-date is \$2,158,206; 772 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 718 days

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	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	\$ 5,067,570	\$ (170,360)	\$ 4,865,488	96.0%	\$ 5,452,751	\$ 42,420	\$ 5,155,280	94.5%	\$ 297,471
Sales Taxes	1,859,721	201,465	744,624	40.0%	1,991,717	214,641	900,041	45.2%	1,091,676
Grants and Contributions	43,601	(18,485)	38,331	87.9%	895,000	12,500	70,286	7.9%	824,714
Licenses and Permits	328,781	88,446	225,988	68.7%	354,928	24,326	191,048	53.8%	163,880
Fines and Fees	162,514	11,605	84,633	52.1%	144,066	23,150	113,953	79.1%	30,113
Charges for Services	291,150	81,477	156,312	53.7%	307,250	11,378	104,874	34.1%	202,376
Intergovernmental	166,796	24,377	51,442	30.8%	161,590	-	54,139	33.5%	107,451
All Other Revenues	103,175	(38,809)	9,077	8.8%	41,676	17,824	89,661	215.1%	(47,985)
Total General Fund Revenues	8,023,308	179,717	6,175,896	77.0%	9,348,978	346,240	6,679,282	71.4%	2,669,696
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	199,237	16,720	117,966	59.2%	327,672	13,138	112,325	34.3%	215,347
Mayor/Council - Dept 02	198,588	17,464	99,804	50.3%	185,500	12,350	60,755	32.8%	124,745
City Secretary - Dept 03	72,336	3,260	30,344	41.9%	168,463	1,941	33,145	19.7%	135,318
Municipal Court - Dept 04	127,344	10,228	69,735	54.8%	182,373	14,598	89,873	49.3%	92,500
Human Resources - Dept 05	151,238	9,334	76,485	50.6%	186,406	10,312	88,377	47.4%	98,029
Finance - Dept 07	477,054	60,776	258,489	54.2%	511,396	56,348	193,810	37.9%	317,586
Police - Dept 09	3,153,124	304,346	1,736,492	55.1%	3,483,034	284,070	1,981,298	56.9%	1,501,736
Fire - Dept 10	2,552,059	222,760	1,372,889	53.8%	3,522,918	168,377	1,407,102	39.9%	2,115,816
Community Development - Dept 12	531,981	34,987	248,473	46.7%	653,505	38,627	276,058	42.2%	377,447
Senior Citizen Center - Dept 16	31,758	2,654	15,688	49.4%	57,716	3,020	24,120	41.8%	33,596
Library - Dept 17	285,405	14,533	125,176	43.9%	365,199	34,908	209,580	57.4%	155,619
Non Departmental - Dept 90	616,188	153,532	480,910	78.0%	622,577	43,720	437,751	70.3%	184,826
Total General Fund Expenditures	8,396,312	850,594	4,632,452	55.2%	10,266,759	681,409	4,914,195	47.9%	5,352,564
Revenues Over (Under) Expenditures	(373,004)	(670,877)	1,543,444		(917,781)	(335,168)	1,765,087		
Transfers In	606,207	96,548	337,915	55.7%	1,193,374	-	289,641	24.3%	903,733
Transfers (Out)	(182,521)	-	(91,260)	0.0%	(275,593)	-	(91,260)	33.1%	(184,333)
Net Change in Fund Balance	50,682	(574,329)	1,790,098		-	(335,168)	1,963,468		
Beginning Fund Balance - October 1	2,519,197		2,519,197		2,180,806		2,180,806		
Prior Period Adjustment	(389,073)		(389,073)		-		-		
Ending Fund Balance - year-to-date	\$ 2,180,806		\$ 3,920,222		\$ 2,180,806		\$ 4,144,274		
Average Daily Annual Expenditures	\$ 23,504				\$ 28,883				
Days of Fund Balance	93		167		76		143		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

UTILITY FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	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	\$ 362,315	\$ 22,684	\$ 156,798	43.3%	\$ 269,688	\$ 25,238	\$ 175,347	65.0%	\$ 94,341
Stormwater Utility Fund Expenditures	83,496	10,339	20,933	25.1%	210,221	4,000	11,293	5.4%	198,928
Revenues Over (Under) Expenditures	278,819	12,345	135,865		59,467	21,238	164,054		
Beginning Working Capital - October 1	397,575		397,575		676,394		676,394		
Ending Working Capital - year-to-date	<u>\$ 676,394</u>		<u>\$ 533,440</u>		<u>\$ 735,861</u>		<u>\$ 840,448</u>		
Average Daily Annual Expenditures	\$ 229				\$ 576				
Days of Working Capital	2,957		2,332		1,278		1,459		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	\$ 4,254,031	\$ 355,724.95	\$ 2,481,085	0.0%	\$ 4,359,179	\$ 552,289	\$ 2,677,649	61.4%	\$ 1,681,530
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	1,344,261	193,681	697,004	51.9%	1,630,355	20,870	842,878	51.7%	787,477
Operations - Dept 02	2,673,902	115,497	849,188	31.8%	1,479,759	9,728	753,250	50.9%	726,509
Debt Service - Dept 03	51,468	-	272,384	529.2%	293,930	-	276,243	94.0%	17,687
Capital Projects - Dept 04	10,640	37,630	42,910	403.3%	448,800	-	28,600	6.4%	420,200
Non Departmental - Dept 90	1,481,590	70,626	511,850	34.5%	697,279	1,352	493,652	70.8%	203,627
Total Water/Sewer Fund Expenditures	5,561,861	417,434	2,373,336	42.7%	4,550,123	31,950	2,394,623	52.6%	2,155,500
Revenues Over (Under) Expenditures	(1,307,830)		107,749		(190,944)	520,339	283,027		
Transfers In	187,525	15,627	109,390	58.3%	187,525	15,627	93,762	50.0%	93,763
Net Change in Fund Balance	(1,120,305)		217,139		(3,419)	535,966	376,789		
Beginning Working Capital - October 1	3,444,589		3,444,589		2,324,284		2,324,284		
Ending Working Capital - year-to-date	<u>\$ 2,324,284</u>		<u>\$ 3,661,728</u>		<u>\$ 2,320,865</u>		<u>\$ 2,701,073</u>		
Average Daily Annual Expenditures	\$ 15,238				\$ 12,466				
Days of Working Capital	153		240		186		217		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	\$ 61,413	\$ 2,997	\$ 48,017	78.2%	\$ 60,100	\$ 404	\$ 11,513	19.2%	\$ 48,587
Water Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	61,413	2,997	48,017		10,100	404	11,513		
Transfers (Out)	0	-	-	0.0%	(30,000)	-	-	0.0%	(30,000)
Net Change in Fund Balance	61,413	2,997	48,017		(19,900)	404	11,513		
Beginning Fund Balance - October 1	48,259		48,259		109,672		109,672		
Ending Fund Balance - year-to-date	<u>\$ 109,672</u>		<u>\$ 96,276</u>		<u>\$ 89,772</u>		<u>\$ 121,185</u>		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	\$ 74,857	\$ 2,199	\$ 60,165	80.4%	\$ 70,600	\$ 549	\$ 10,024	14.2%	\$ 60,576
Fund 62 Sewer Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	74,857	2,199	60,165		20,600	549	10,024		
Transfers (Out)	(60,000)	(5,000)	(35,000)	58.3%	(60,000)	-	(30,000)	50.0%	(30,000)
Net Change in Fund Balance	14,857	(2,801)	25,165		(39,400)	549	(19,976)		
Beginning Fund Balance - October 1	170,067		170,067		184,924		184,924		
Ending Fund Balance - year-to-date	<u>\$ 184,924</u>		<u>\$ 195,232</u>		<u>\$ 145,524</u>		<u>\$ 164,948</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	\$ 1,945,374	\$ 13,236	\$ 1,621,604	83.4%	\$ 1,472,427	\$ 17,430	\$ 1,731,407	117.6%	\$ (258,980)
Debt Service Fund Expenditures	1,794,886	-	1,538,712	85.7%	1,672,427	-	1,559,797	93.3%	112,630
Revenues Over (Under) Expenditures	150,488	13,236	82,892		(200,000)	17,430	171,610		
Beginning Fund Balance - October 1	687,654		687,654		838,142		838,142		
Ending Fund Balance - year-to-date	\$ 838,142		\$ 770,546		\$ 638,142		\$ 1,009,752		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

CAPITAL PROJECT FUNDS										
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023					
	Actual for Year	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	\$ 134,005	\$ 50	\$ 57,579	43.0%	\$ 86,711	\$ 780	\$ 59,636	68.8%	\$ 27,075	
Capital Projects Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	134,005	50	57,579		86,711	780	59,636			
Transfers (Out)	(106,501)	-	-	0.0%	(104,800)	-	-	0.0%	(104,800)	
Net Change in Fund Balance	27,504	50	57,579		(18,089)	780	59,636			
Beginning Fund Balance - October 1	147,087		147,087		174,591		174,591			
Ending Fund Balance - year-to-date	<u>\$ 174,591</u>		<u>\$ 204,666</u>		<u>\$ 156,502</u>		<u>\$ 234,227</u>			
Capital Bond Fund (13)										
Capital Bond Fund Revenues	\$ 6,199,105	\$ 2,038	\$ 6,019,723	97.1%	\$ 24,000	\$ 22,121	\$ 95,551	398.1%	\$ (71,551)	
Capital Bond Fund Expenditures	311,555	-	40,671	13.1%	4,300,000	9,528	1,102,598	25.6%	3,197,402	
Revenues Over (Under) Expenditures	5,887,550	2,038	5,979,052		(4,276,000)	12,593	(1,007,047)			
Beginning Fund Balance - October 1	2,170,389		2,170,389		8,057,939		8,057,939			
Ending Fund Balance - year-to-date	<u>\$ 8,057,939</u>		<u>\$ 8,149,441</u>		<u>\$ 3,781,939</u>		<u>\$ 7,050,892</u>			
Park Dedication Fund (14)										
Park Dedication Fund Revenues	\$ 51,843	\$ 169	\$ 40,122	77.4%	\$ 52,280	\$ 3,585	\$ 17,000	32.5%	\$ 35,280	
Park Dedication Fund Expenditures	125	-	125	100.0%	220,195	-	-	0.0%	220,195	
Revenues Over (Under) Expenditures	51,718	169	39,997		(167,915)	3,585	17,000			
Beginning Fund Balance - October 1	648,018		648,018		699,736		699,736			
Ending Fund Balance - year-to-date	<u>\$ 699,736</u>		<u>\$ 688,015</u>		<u>\$ 531,821</u>		<u>\$ 716,736</u>			
Library Building Fund (32)										
Library Building Fund Revenues	\$ 399	\$ 3	\$ 110	27.5%	\$ 0	\$ -	\$ 135	0.0%	\$ (135)	
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	399	3	110		0	-	135			
Beginning Fund Balance - October 1	(2,267)		(2,267)		(1,868)		(1,868)			
Ending Fund Balance - year-to-date	<u>\$ (1,868)</u>		<u>\$ (2,157)</u>		<u>\$ (1,868)</u>		<u>\$ (1,733)</u>			
Roadway Impact Fee Fund (45)										
Roadway Impact Fee Fund Revenues	\$ 117,270	\$ 4,683	\$ 87,745	74.8%	\$ 100,300	\$ 1,283	\$ 38,245	38.1%	\$ 62,055	
Roadway Impact Fee Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	117,270	4,683	87,745		100,300	1,283	38,245			
Transfers (Out)	(137,525)	(10,627)	(74,390)	54.1%	(107,525)	-	(128,762)	119.8%	21,237	
Net Change in Fund Balance	(20,255)	(5,944)	13,355		(7,225)	1,283	(90,517)			
Beginning Fund Balance - October 1	643,859		643,859		623,604		623,604			
Ending Fund Balance - year-to-date	<u>\$ 623,604</u>		<u>\$ 657,214</u>		<u>\$ 616,379</u>		<u>\$ 533,087</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

SPECIAL REVENUE FUNDS										
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023					
	Actual for Year	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	\$ 200,665	\$ 149,931	\$ 150,080	74.8%	\$ 68,488	\$ 399	\$ 1,187	1.7%	\$ 67,301	
TIF #1 New Hope Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	200,665	149,931	150,080		68,488	399	1,187			
Transfers In	10,000	-	-	0.0%	165,593	65,000	65,000	39.3%	100,593	
Net Change in Fund Balance	210,665	149,931	150,080		234,081	65,399	66,187			
Beginning Fund Balance - October 1	(231,687)		(231,687)		(21,022)		(21,022)			
Ending Fund Balance - year-to-date	<u>\$ (21,022)</u>		<u>\$ (81,607)</u>		<u>\$ 213,059</u>		<u>\$ 45,165</u>			
Hotel/Motel Tax Fund (30)										
Hotel/Motel Tax Fund Revenues	\$ 12,365	\$ 2,083	\$ 6,064	49.0%	\$ 9,120	\$ 1,989	\$ 13,558	148.7%	\$ (4,438)	
Hotel/Motel Tax Fund Expenditures	0	-	-	0.0%	20,000	(200)	(45)	-0.2%	20,045	
Revenues Over (Under) Expenditures	12,365	2,083	6,064		(10,880)	2,189	13,603			
Beginning Fund Balance - October 1	29,562		29,562		41,927		41,927			
Ending Fund Balance - year-to-date	<u>\$ 41,927</u>		<u>\$ 35,626</u>		<u>\$ 31,047</u>		<u>\$ 55,530</u>			
Police Seizure Fund (31)										
Police Seizure Fund Revenues	\$ 2,987	\$ 1,865	\$ 2,965	99.3%	\$ 1,403	\$ 12	\$ 45	3.2%	\$ 1,358	
Police Seizure Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000	
Revenues Over (Under) Expenditures	2,987	1,865	2,965		(10,597)	12	45			
Beginning Fund Balance - October 1	663		663		3,650		3,650			
Ending Fund Balance - year-to-date	<u>\$ 3,650</u>		<u>\$ 3,628</u>		<u>\$ (6,947)</u>		<u>\$ 3,695</u>			
LEOSE Fund (34)										
LEOSE Fund Revenues	\$ 1,422	\$ 1	\$ 1,412	99.3%	\$ 1,747	\$ 1,411	\$ 1,419	81.2%	\$ 328	
LEOSE Fund Expenditures	0	-	-	0%	1,747	-	1,590	91.0%	157	
Revenues Over (Under) Expenditures	1,422	1	1,412		0	1,411	(171)			
Beginning Fund Balance - October 1	1,886		1,886		3,308		3,308			
Ending Fund Balance - year-to-date	<u>\$ 3,308</u>		<u>\$ 3,298</u>		<u>\$ 3,308</u>		<u>\$ 3,137</u>			
Disaster Recovery Fund (35)										
Disaster Recovery Fund Revenues	\$ 146,353	\$ 264	\$ 2,381	1.6%	\$ 1,955,000	\$ 6,196	\$ 26,853	1.4%	\$ 1,928,147	
Disaster Recovery Fund Expenditures	139,053	-	-	0.0%	1,955,000	1,524	181,824	9.3%	1,773,176	
Revenues Over (Under) Expenditures	7,300	264	2,381		0	4,672	(154,970)			
Beginning Fund Balance - October 1	-		-		7,300		7,300			
Ending Fund Balance - year-to-date	<u>\$ 7,300</u>		<u>\$ 2,381</u>		<u>\$ 7,300</u>		<u>\$ (147,670)</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

OTHER FUNDS										
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023					
	Actual for Year	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	\$ 243,723	\$ 18,814	\$ 136,875	56.2%	\$ 153,400	\$ -	\$ 180,094	117.4%	\$ (26,694)	
Capital Replacement Fund Expenditures	679,483	14,311	109,014	16.0%	167,153	10,811	77,326	46.3%	89,827	
Revenues Over (Under) Expenditures	(435,760)	4,503	27,861		(13,753)	(10,811)	102,768			
Beginning Fund Balance - October 1	36,503		36,503		(399,257)		(399,257)			
Ending Fund Balance - year-to-date	<u>\$ (399,257)</u>		<u>\$ 64,364</u>		<u>\$ (413,010)</u>		<u>\$ (296,489)</u>			
Court Security Fund (12)										
Court Security Fund Revenues	\$ 4,110	\$ 402	\$ 2,140	52.1%	\$ 2,950	\$ 621	\$ 1,675	56.8%	\$ 1,275	
Court Security Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000	
Revenues Over (Under) Expenditures	4,110	402	2,140		(9,050)	621	1,675			
Beginning Fund Balance - October 1	25,248		25,248		29,358		29,358			
Ending Fund Balance - year-to-date	<u>\$ 29,358</u>		<u>\$ 27,388</u>		<u>\$ 20,308</u>		<u>\$ 31,033</u>			
Court Technology Fund (16)										
Court Technology Fund Revenues	\$ 3,437	\$ 332	\$ 1,838	53.5%	\$ 2,040	\$ 493	\$ 2,386	117.0%	\$ (346)	
Court Technology Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	3,437	332	1,838		2,040	493	2,386			
Beginning Fund Balance - October 1	14,332		14,332		17,769		17,769			
Ending Fund Balance - year-to-date	<u>\$ 17,769</u>		<u>\$ 16,170</u>		<u>\$ 19,809</u>		<u>\$ 20,155</u>			
Street Improvement Fund (17)										
Street Improvement Fund Revenues	\$ 923,743	\$ 47,371	\$ 539,422	58.4%	\$ 901,630	\$ 22,179	\$ 552,255	61.3%	\$ 349,375	
Street Improvement Fund Expenditures	784,440	51,256	405,853	51.7%	869,603	46,100	409,961	47.1%	459,642	
Revenues Over (Under) Expenditures	139,303	(3,884)	133,570		32,027	(23,922)	142,294			
Transfers In	19,995	-	-	0.0%	252,558	-	-	0.0%	252,558	
Transfers (Out)	(37,142)	(3,095)	(21,666)	58.3%	(151,797)	-	(18,571)	12.2%	(133,226)	
Net Change in Fund Balance	122,156	(6,980)	111,903		132,788	(23,922)	123,723			
Beginning Fund Balance - October 1	262,500		262,500		384,656		384,656			
Ending Fund Balance - year-to-date	<u>\$ 384,656</u>		<u>\$ 374,403</u>		<u>\$ 517,444</u>		<u>\$ 508,379</u>			
Juvenile Case Manager Fund (18)										
Juvenile Case Manager Fund Revenues	\$ 500	\$ 24	\$ 347	69.4%	\$ 525	\$ 42	\$ 300	57.0%	\$ 226	
Juvenile Case Manager Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	500	24	347		525	42	300			
Beginning Fund Balance - October 1	8,123		8,123		8,623		8,623			
Ending Fund Balance - year-to-date	<u>\$ 8,623</u>		<u>\$ 8,470</u>		<u>\$ 9,148</u>		<u>\$ 8,922</u>			
Park Recovery/Donation Fund (41)										
Park Rec/Donation Fund Revenues	\$ 26,674	\$ 8	\$ 19	0.1%	\$ 120	\$ 109	\$ 341	284.1%	\$ (221)	
Park Rec/Donation Fund Expenditures	26,497	-	-	0.0%	33,070	-	-	0.0%	33,070	
Revenues Over (Under) Expenditures	177	8	19		(32,950)	109	341			
Beginning Fund Balance - October 1	(244)		(244)		(67)		(67)			
Ending Fund Balance - year-to-date	<u>\$ (67)</u>		<u>\$ (225)</u>		<u>\$ (33,017)</u>		<u>\$ 274</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

OTHER FUNDS - <i>continued</i>									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
<i>Tree Restoration Fund (83)</i>									
Tree Restoration Fund Revenues	\$ 481	\$ 17	\$ 39	8.1%	\$ 300	\$ 251	\$ 3,885	1295.1%	\$ (3,585)
Tree Restoration Fund Expenditures	0	-	-	0.0%	30,000	-	-	0.0%	30,000
Revenues Over (Under) Expenditures	481	17.49	39		(29,700)	251	3,885		
Beginning Fund Balance - October 1	71,054		71,054		71,535		71,535		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 71,535</u>		<u>\$ 71,093</u>		<u>\$ 41,835</u>		<u>\$ 75,420</u>		
<i>Unclaimed Property Fund (85)</i>									
Unclaimed Property Fund Revenues	\$ 13	\$ 0	\$ 0	3.8%	\$ 4	\$ -	\$ 18	443.8%	\$ (14)
Unclaimed Property Fund Expenditures	0	-	-	0.0%	20	-	-	0.0%	20
Revenues Over (Under) Expenditures	13	0	0		(16)	-	18		
Transfers (Out)	0	-	-	0.0%	(1,900)	-	-	0.0%	(1,900)
Net Change in Fund Balance	13	0	0		(1,916)	-	18		
Beginning Fund Balance - October 1	303		303		316		316		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 316</u>		<u>\$ 303</u>		<u>\$ (1,600)</u>		<u>\$ 334</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended April 2023

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	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	\$ 977,174	\$ 61,532	\$ 424,248	43.4%	\$ 1,019,621	\$ 99,524	\$ 504,924	49.5%	\$ 514,697
EDC Fund Expenditures									
Operations Expenditures	100,598	1,472	93,556	93.0%	583,292	4,419	156,760	26.9%	426,532
Debt Service Expenditures	173,383	98,248	275,759	159.0%	314,347	101,102	147,283	46.9%	167,064
Town Shopping Center Expenditures	59,662	5,613	41,612	69.7%	66,089	4,104	48,194	72.9%	17,895
Total EDC Fund Expenditures	333,643	105,333	410,927	123.2%	963,728	109,625	352,238	36.5%	611,490
Revenues Over (Under) Expenditures	643,531	(43,801)	13,321		55,893	(10,102)	152,686		
Transfers (Out)	(286,796)	-	-	0.0%	(56,124)	-	-	0.0%	(56,124)
Net Change in Fund Balance	356,735	(43,801)	13,321		(231)	(10,102)	152,686		
Beginning Fund Balance - October 1	1,251,693		1,251,693		2,005,520		2,005,520		
Prior Period Adjustment	397,092		397,092		-		-		
Ending Fund Balance - year-to-date	\$ 2,005,520		\$ 1,662,106		\$ 2,005,289		\$ 2,158,206		
Average Daily Annual Expenditures	\$ 1,700				\$ 2,794				
Days of Fund Balance	1,180		978		718		772		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 851	\$ 31	\$ 69	8.1%	\$ 1,500	\$ 427	\$ 1,549	103.2%	\$ (49)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	851	31	69		1,500	427	1,549		
Beginning Fund Balance - October 1	125,724		125,724		126,575		126,575		
Ending Fund Balance - year-to-date	\$ 126,575		\$ 125,793		\$ 128,075		\$ 128,124		



MEETING DATE: JUNE 20, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.B.

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: JUNE 20, 2023

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.C.

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: JUNE 20, 2023

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

SUBJECT

Approve the minutes from the May 16, 2023 Regular Meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2023.05.16 Council Minutes WM	2023.05.16 Council Minutes WM.docx
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | MAY 16, 2023 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

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 Joplin called the meeting to order at 5:51 pm.

A. ROLL CALL

PRESENT: Rockie Gilley, Place 1, Brad Horton, Place 2; Kenneth Michels, Place 3; James Connor, Place 5. ABSENT: Austin Degenhart, Place 4. Staff Present: City Manager Darrell Hull, City Secretary Raeanne Byington, PW Director Kristian Sugrim, Fire Chief James Brown, Police Chief Michael Holguin, Library Director Elizabeth Partridge, Court Administrator Bertha Vindel, Human Resource Director Caroline Green, Community Development Director Nathan Gonzales, Finance Director Jon Horton.

B. 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 gave the invocation and Councilman Michels led the pledges.

II. ELECTION BUSINESS

A. Recognition of outgoing Councilmembers.

Outgoing Councilman James Connor delivered a farewell speech.

B. Certification of official returns.

Mayor Joplin read the official returns for election. Place 1 Rockie Gilley, Place 3 Kenneth Michels, and Place 5 Jeff Nevarez.

C. Consider approval of an ordinance, canvassing the returns and declaring the results of the General Election held on May 6, 2023, for the purpose of electing the places of City Council Members Places 1, 3, and 5.

Motion to approve the ordinance canvassing the election by Horton. Second by Michels. Motion passes unanimously

D. Swearing in of newly elected Council Members for City Council Places 1, 3, and 5 (2023-2025).

City Secretary Raeanne Byington swore in the newly elected council members.

III. WORK SESSION

A. WORK SESSION REPORTS

1. Stormwater issues with Kennedale ISD.

City Attorney Carvan Adkins gave an update on the stormwater issues. He stated that we do not own the property in question and we would incur liability if we tried to work on it.

Mayor Joplin allowed John Desilva, 307 Autumnwood Ct and Dustin Verona, 309 Autumnwood to speak regarding the flooding issues of his home.

2. Park Dedication Ordinance.

Mayor Joplin stated we found 3 ordinances regarding the parks. Ordinance 153 states there was a zone map but we do not have one. It will go back to Planning & Zoning and Parks & Recreation Board to proceed with the creation of a map.

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

IV. REGULAR SESSION

A. 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

Councilman Nevarez met with Steeplechase HOA, talked with them about Air BnB issue, Community Dinner, met with Mayor and City Manager regarding moving forward. He thanked James Connor.

Michels Chamber coffee chat, thanked Ms. Cotton for the Holly Tucker concert, attended Community Theater in the park, New Hope Road Town Hall, KKB planted over 500 plants on the work day in May.

Horton National Police Week, thanked all the officers. Congrats to the newly elected councilmen and passage of the Kennedale ISD Bond, Networking Happy Hour event at Daquiri Domain.

Gilley Attended the Holly Tucker event. Network happy hour, met City of Arlington Council, New Hope Road Town Hall Meeting. He looks forward to serving the community the next 2 years.

2. Updates from the Mayor

Chamber of Commerce luncheon, met with Forrest Hill Mayor for the Day winner, Holly Tucker concert, New Hope Road Town Hall Meeting, City Manager met with some entrepreneurs with a unique idea. Big weekend this Saturday with KidFish, Bark in the Park and the BBQ Cookoff and Cornhole Tournament.

3. Updates from the City Manager

Staff shout out for the very busy weekend with KidFish and Bark in the Park as well as BBQ Cookoff and Cornhole Tournament.

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

Finance Director Jon Horton presented the financials and there were no questions from the Council.

B. 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.

There were no people signed up for the forum.

C. 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 April 18, 2023 Regular Meeting.
Motion to Approve: Horton. Second: Michels. Motion passes unanimously.
2. First Amendment to the ILA for Operations and Treated Water Sales between the City of Arlington and the City of Kennedale, TX. **Moved to Items for Individual Consideration.**

D. ITEMS FOR INDIVIDUAL CONSIDERATION

Moved from Consent Agenda: City Manager Hull gave a brief overview of the ILA. PW Director Kristian spoke regarding the pumps condition.

Motion to Approve the ILA as presented: Nevarez, Second Horton, motion passes unanimously.

Mayor Joplin called for a 5 minutes break at 7:13pm. Council reconvened at 7:21

1. Discussion and approval of a resolution on prohibiting 'gun free zones' in the city of Kennedale. **TABLED**
2. Consider approval of a bid in the amount of \$129,594.58, submitted by Stryker Medical for the purchase of assorted medical equipment to outfit the new ambulance.
Fire Chief Brown presented an overview of the purchase needed for the new ambulance.
Motion to Approve: Horton. Second: Nevarez, motion passes unanimously.

E. PUBLIC HEARINGS

1. **PZ Case# 23-06:** CONSIDER A REQUEST FOR A ZONING CHANGE FROM "R3 SINGLE FAMILY RESIDENTIAL DISTRICT" TO "AG AGRICULTURAL DISTRICT" FOR APPROXIMATELY 5.076 ACRES AT 1233 SWINEY HIETT RD, LOT 3, C.C. SWINEY'S SUBDIVISION, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.
2. **PZ Case# 23-07:** CONSIDER APPROVAL OF A PROPOSED REPLAT OF LOT 3R-1 & 3R-2, C.C. SWINEY'S SUBDIVISION, APPROXIMATELY 5.076 ACRES, LOCATED AT 1233 SWINEY HIETT RD, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

Community Development Director Nathan Gonzales presented the case and the results from the Planning & Zoning Commission vote.

Combined public hearing opened and closed at 7:13pm with no one signed up to talk that was present.

Motion to approve PZ 23-06 and 23-07 by Horton. Second by Michels. Motion passes unanimously.

Mayor Joplin moved into executive session at 7:40 pm.

V. EXECUTIVE SESSION

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

- A. **PURSUANT TO §551.071** — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted in the agenda, legal issues regarding the Open Meetings Act.*
 - 1. Moratorium.
 - 2. Court Warrant Backlog
- 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.*
 - 1. Boards and Commissions Appointments.

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

Council reconvened into open session at 9:13 pm.

Motion to approve placements on the boards:

Parks & Recreation: Motion to appoint Stacey Sciaef, Place 1 and Corey Hines, Place 2 and 3 Brad Horton to EDC Place 3 made by Nevarez. Second Michels. Motion passes with 3 and 1 abstaining (Horton).

VII. ADJOURNMENT

Motion to Adjourn made by Gilley, Second by Michels. Motion passes unanimously.

Mayor Joplin adjourned at 9:15 pm.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

DRAFT



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Approve the minutes from the June 6, 2023 Special Meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Approve the ILA regarding funding for Kennedale New Hope Road and Swiney Hiatt Road. Total cost of \$1,244,872.32.

ORIGINATED BY: Darrell Hull

SUMMARY:

Precinct 2 revised the estimated cost of materials for your S New Hope and Swiney Hiatt projects. We added the missing ½ mile of New Hope to the estimate and listed it as one project instead of multiple. Please see the cost breakdown below. The increased cost of materials plus the additional ½ mile on New Hope increased the material costs.

Start	End	Length (ft)	Width (ft)	Ft ²	Yd ²	Material Estimate
RR Crossing*	Hudson Village Creek	7640	26	198640	22071.11	\$962,538.24
Eagles Nest	1279 Swiney Hiatt	1000	22	22000	2444.44	\$109,776.00
1279 Swiney Hiatt	Joplin	1580	22	34760	3862.22	172,558.08
Total						<u>\$1,244,872.32</u>

*- Includes missing 1/2 mile from RR Crossing to 414 New Hope

RECOMMENDATION: Approve ILA.

ATTACHMENTS

1.	TBP-2006-Kennedale-Street Improvements-ILA-FY23-(rs-ar-FY23-FINAL-DRAFT)	TBP-2006-Kennedale-Street Improvements-ILA-FY23-(rs-ar-FY23-FINAL-DRAFT).pdf
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STATE OF TEXAS § Funding Interlocal Agreement for
§ Kennedale New Hope Road, and
COUNTY OF TARRANT § Swiney Hiatt Road, Improvements

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the "COUNTY", and the City of Kennedale, hereinafter referred to as the "CITY", and collectively referred to as the "parties", for the purpose of providing funding through the Tarrant County 2006 Transportation Bond Program (2006 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2006 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This projects, hereinafter referred to as the "PROJECT", will consist of the construction (or reconstruction) of Kennedale New Hope Road (from Union Pacific railroad crossing to Hudson Village Creek Road), and Swiney Hiatt Road (from Eagle Nest Drive to S. Joplin Road). The improvements include removal of the existing pavement and replacement with new asphalt pavement.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including reconstruction, and governmental approval costs (collectively referred to as "Costs");
- B. Following project completion, the CITY will provide the overall total project cost summary

with final cost share between funding partners;

- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

"This project is funded by the Tarrant County Commissioners Court through the Tarrant County 2006 Transportation Bond Program" discretionary funds.

- I. Compliance with Laws: In providing the services required by this Agreement, CITY'S Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY'S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

III. **TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2023 unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties. Yearly renewals are required and will be initiated by the COUNTY prior to the expiration date herein.

IV. **FISCAL FUNDING ACKNOWLEDGEMENT**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for the actual eligible PROJECT cost of materials in an amount not to exceed \$1,244,872.32. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:

County Administrator Tarrant
County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:

City Manager
City of Kennedale
405 Municipal Dr.
Kennedale, TX 76060

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

APPROVED on this day the ____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____

TARRANT COUNTY, TEXAS

CITY OF KENNEDALE

Tim O'Hare, County Judge

Darrell Hull, City Manager

APPROVED AS TO FORM:

Criminal District Attorney's
Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

Fiscal year ending September 30, 2023: \$282,334.08

Fiscal year ending September 30, 2024: \$962,538.24

\$1,244,872.32

Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Kennedale
Project Name: Kennedale New Hope Road, and Swiney Hiatt Road Improvements

Project Schedule (by month/year)

	<u>Start Date</u>	<u>Duration (mo.)</u>	<u>End Date</u>
Design:	-	-	-
Construction:	Sept.-23	12	Aug-24

County Payment by Phase*

Construction:	\$1,244,872.32
TOTAL:	\$1,244,872.32

TBP Funding Category: 2006 TBP – Pct. 2 Discretionary

**Invoice Schedule*

Design = N/A

ROW Acquisition = N/A

Construction = Monthly or quarterly throughout the construction period.

Construction = Monthly or quarterly throughout the construction period.

Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant Co

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY2023	\$0.00	\$0.00	\$0.00	\$282,334.08	\$282,334.08
FY2024	\$0.00	\$0.00	\$0.00	\$962,538.24	\$962,538.24



MEETING DATE: JUNE 20, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.D.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JUNE 20, 2023

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

SUBJECT

Consider approval of the Project Utility Adjustment Agreement for the TxDOT Southeast Connector Project.

ORIGINATED BY: Kristian Sugrim

SUMMARY:

The Texas Department of Transportation, TxDOT, requires a utility adjustment agreement, as part of the \$2.1 B Southeast Connector Project that will rebuild and widen about 14 miles of I-20, I-820 and US 287. Segments of our utility assembly assets, that are in conflict with the project improvements, will be relocated along IH20, within Lindale Road and Kennedale Street. The estimated cost for the utility assembly is \$578,469.35; however, based on an eligibility ratio of 100% the cost to the City of Kennedale, attributable to betterment, is \$0.00.

RECOMMENDATION:

Staff recommends that the Kennedale's City Council authorize the approval of the Utility Adjustment Agreement between TxDOT, the design-build contractor, South-Point Constructors, and the City of Kennedale.

ATTACHMENTS

1.	Kennedale_SEC-U-0522-00	Kennedale_SEC-U-0522-00.pdf
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Southeast Connector Project

DB CONTRACTOR-MANAGED

UTILITY ASSEMBLY: SEC-U-0522

Relocation ID #'s: 1411, 3409, 3410 & 1419

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 Adkins

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 Brentwood Stair Road 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.

Relocation ID # 1419 (Utility ID # 14038): Two water service lines crossing Bowman Springs Road on the south side of IH20 (and associated water meters) at approximately BL Station 316+40 (Bowman Springs Road BL Station 94+00 and 94+50 respectively).

The estimated cost for this Utility Assembly is \$578,469.35. 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 Brentwood Stair Road; 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 830 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: August 25th, 2023
Estimated Completion or Duration: January 10th, 2024

Estimated Total Adjustment Costs:	<u>\$578,469.35</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>\$578,469.35</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
Brentwood Stair
Road; 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;

Relocation ID # 1419 (Utility ID # 14038): Two water service lines crossing Bowman Springs Road on the south side of IH20 (and associated water meters) at approximately BL Station 316+40 (Bowman Springs Road BL Station 94+00 and 94+50 respectively); 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
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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. **Governmental Functions and Immunity.** The DB Contractor hereby acknowledges and agrees that the Owner is entering into the Agreement in the performance of and pursuant to its governmental functions and Texas Gov't Code Ch. 791 for the health, safety, and welfare of the citizens of the Owner and the general public of the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Owner's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.
34. **Liens.** DB Contractor understands and agrees that liens cannot be lawfully attached to the Owner's property under Texas law. At the Owner's request, the DB Contractor shall provide final unconditional releases and waivers of any and all liens. This paragraph serves as actual notice that liens filed against Owner's property are unlawful under Texas Property Code Ch. 53, or any other law, and the filing of a lien may be considered an act with the intent to defraud under Texas Civil Practice and Remedies Code Ch. 12.
35. **Public Information.** All information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and DB Contractor understands that this Agreement may be terminated if a party knowingly or intentionally fails to comply with a requirement of Subchapter J, if applicable.
36. **Bonds.** DB Contractor shall furnish performance and payment bonds in accordance with Chapter 2253, Texas Government Code, each bond shall be in an amount at least equal to the Agreement price as security for the faithful performance and payment of all of the DB Contractor's obligations under the Agreement, or DB Contractor may name the Owner as additional obligee on existing bonds for the project. DB Contractor shall also furnish a maintenance bond in the amount of one hundred (100%) of the price of the Agreement guaranteeing the work and workmanship against defects for one (1) year after project completion.



37. **Insurance.** The DB Contractor shall purchase and maintain the following minimum insurance coverages with companies duly approved to do business in the State of Texas and satisfactory to the Owner. Coverages shall be of the following types and not less than the specified amounts:

a. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Owner; employer's liability insurance of not less than the minimum statutory amounts.

b. Commercial general liability insurance, including premises-operations; independent Contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Agreement, fully insuring DB Contractor's liability for injury to or death of Owner's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate \$2,000,000

Bodily Injury \$1,000,000 Each Occurrence

Property Damage \$1,000,000 Each Occurrence

Products-Components/Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

(With Employment Exclusion deleted)

Each Occurrence \$1,000,000

Contractual Liability:

Bodily Injury \$1,000,000 Each Occurrence

Property Damage \$1,000,000 Each Occurrence

The policy shall include coverage extended to apply to completed operations and ECU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the work, with evidence of same filed with the Owner.

c. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

38. **Additional Verifications.** To the extent required by Texas law, DB Contractor verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and Texas Government Code Ch. 2271 and it will not boycott Israel during the term of the Agreement; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.



39. **Ethics Disclosure.** To the extent required by law, the DB Contractor represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Owner and the contract identification number, the Owner is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by DB Contractor and the Owner has not verified such information.
40. **Liability and Indemnity.** DB CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OWNER AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES (THE "INDEMNIFIED PARTIES") IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM AND AGAINST ANY AND ALL LIABILITY CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE SERVICES OR WORK PERFORMED BY DB CONTRACTOR. AS USED HEREIN, THE TERM "LIABILITY" INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER OR CONTRACTUAL OR STATUTORY) COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR STATUTORY), OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) TO THE EXTENT OF DB CONTRACTOR'S FAULT OR NEGLIGENCE. THE INDEMNITY PROVIDED HEREIN EXPRESSLY INCLUDES ANY LIABILITY ARISING THROUGH THE DOCTRINE OF STRICT OR PRODUCTS LIABILITY, LIABILITY ARISING UNDER THE CONSTITUTIONS OF THE UNITED STATES OR TEXAS, AND CONTRACTUAL INDEMNITY FOR THE BREACH BY DB CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE INDEMNITIES PROVIDED HEREIN ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED THAT ALL OR SOME OF THE LIABILITY WAS CAUSED IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES. DB CONTRACTOR SHALL GIVE TO THE OWNER REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. DB CONTRACTOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE OWNER IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.
- THIS FOREGOING PARAGRAPH IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF OWNER'S EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE. IN THE EVENT THE INDEMNIFICATION PROVISIONS OF TEXAS LOCAL GOV'T CODE SEC. 271.904 APPLY TO THIS AGREEMENT, THIS INDEMNITY OBLIGATION SHALL BE LIMITED TO THE REQUIREMENTS OF TEXAS LOCAL GOV'T CODE SEC. 271.904.
41. **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.



42. **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.
43. **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
Brentwood Stair
Road; 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
Brentwood Stair
Road; 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

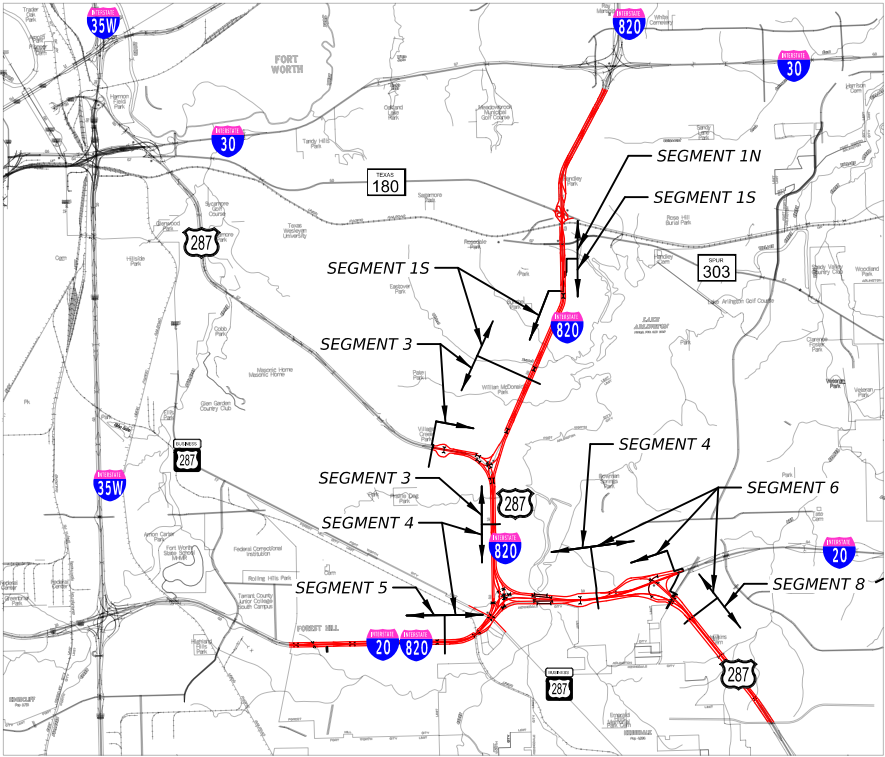
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

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
TBPEL Engineering Firm No. 274; Land Surveying Firm No. 10046700

DATE: 3/22/2023 1:43:40 PM
FILE: c:\users\bobbie.foaly\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	
0	RELEASED FOR CONSTRUCTION	03/15/2023	




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	
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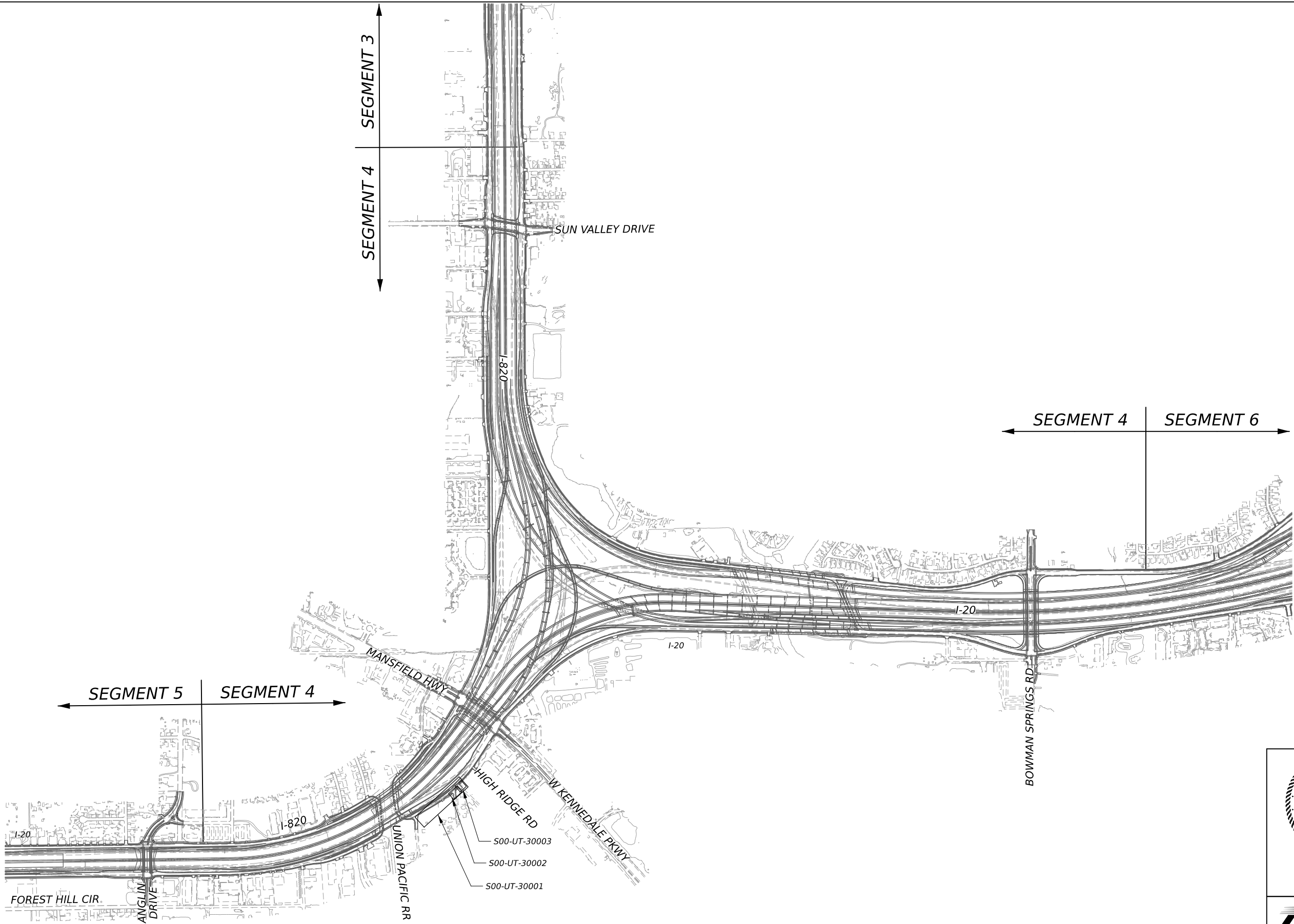


03/15/2023

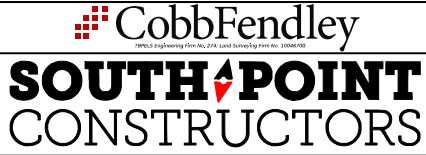


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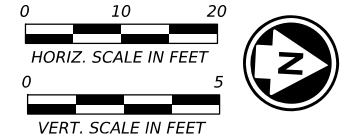
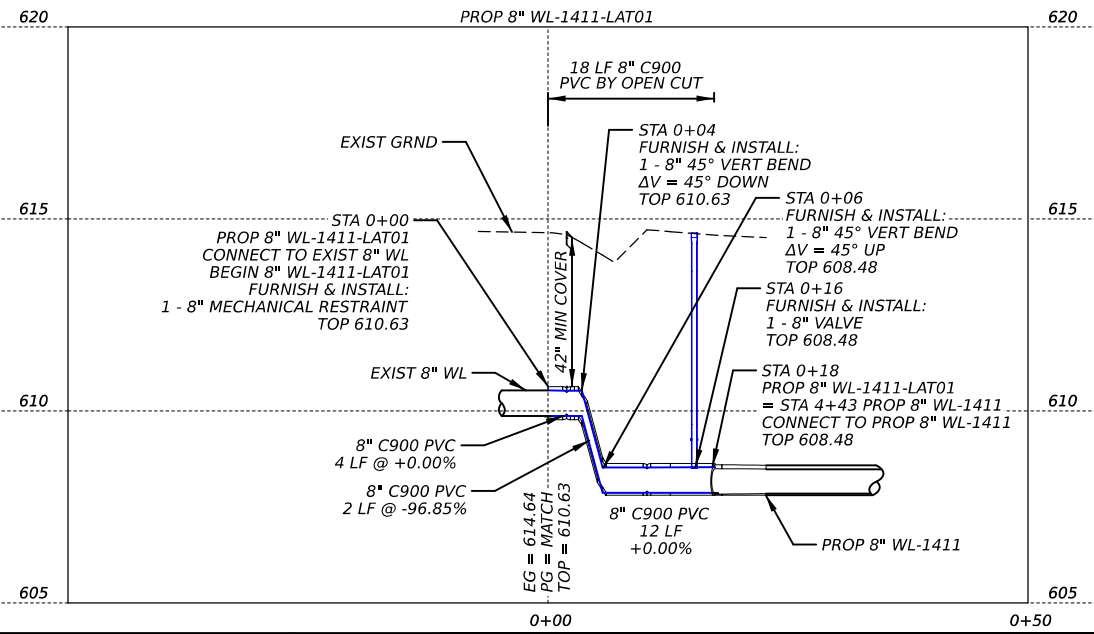
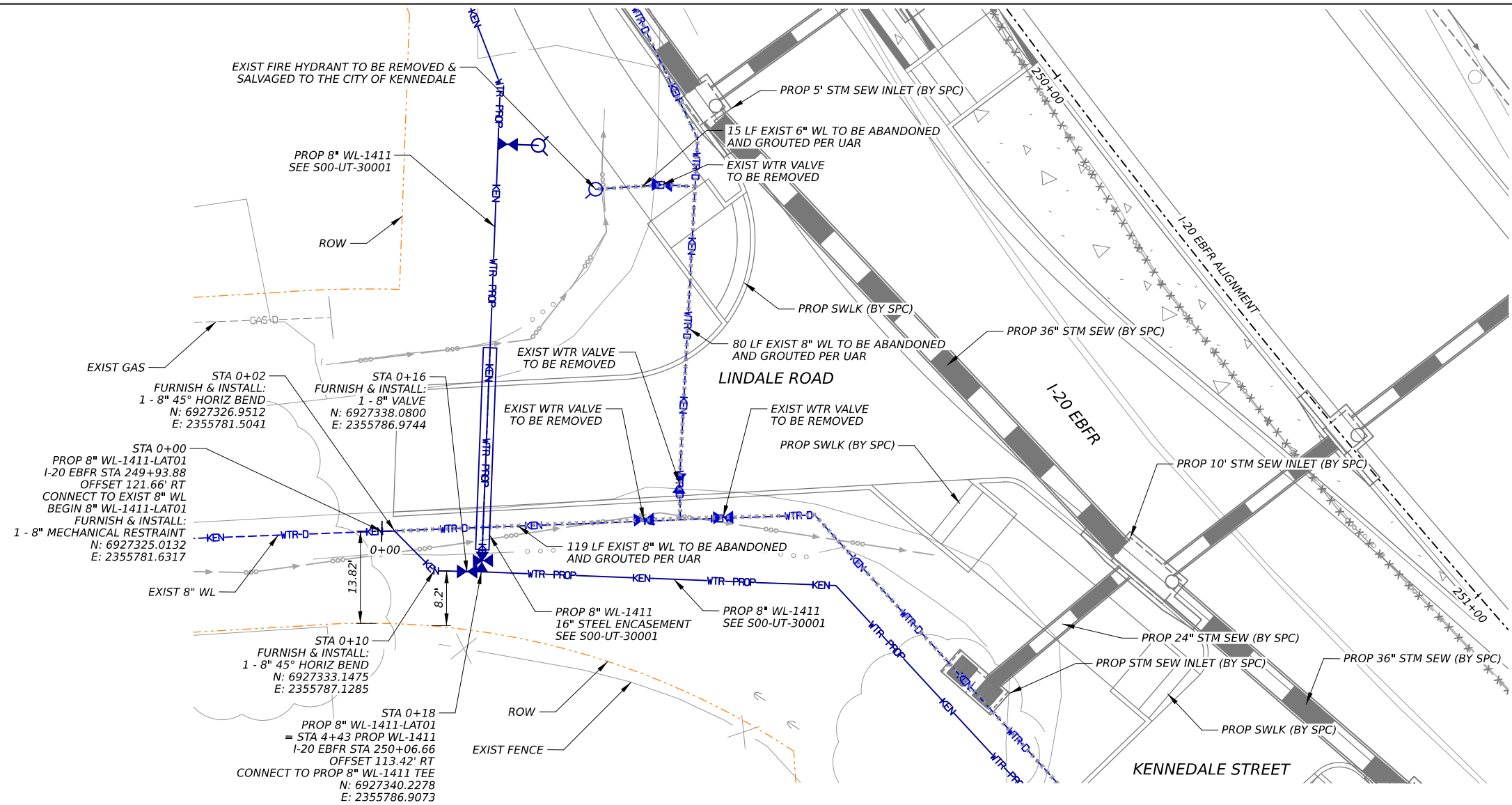


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CONSTRUCTION

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

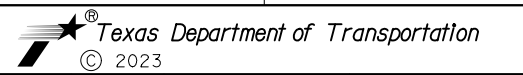
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RFC	MD	TEXAS	FT. WORTH	TARRANT	S00-UT-04001
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WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION 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:
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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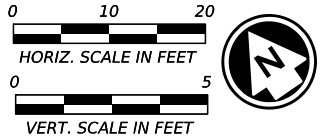
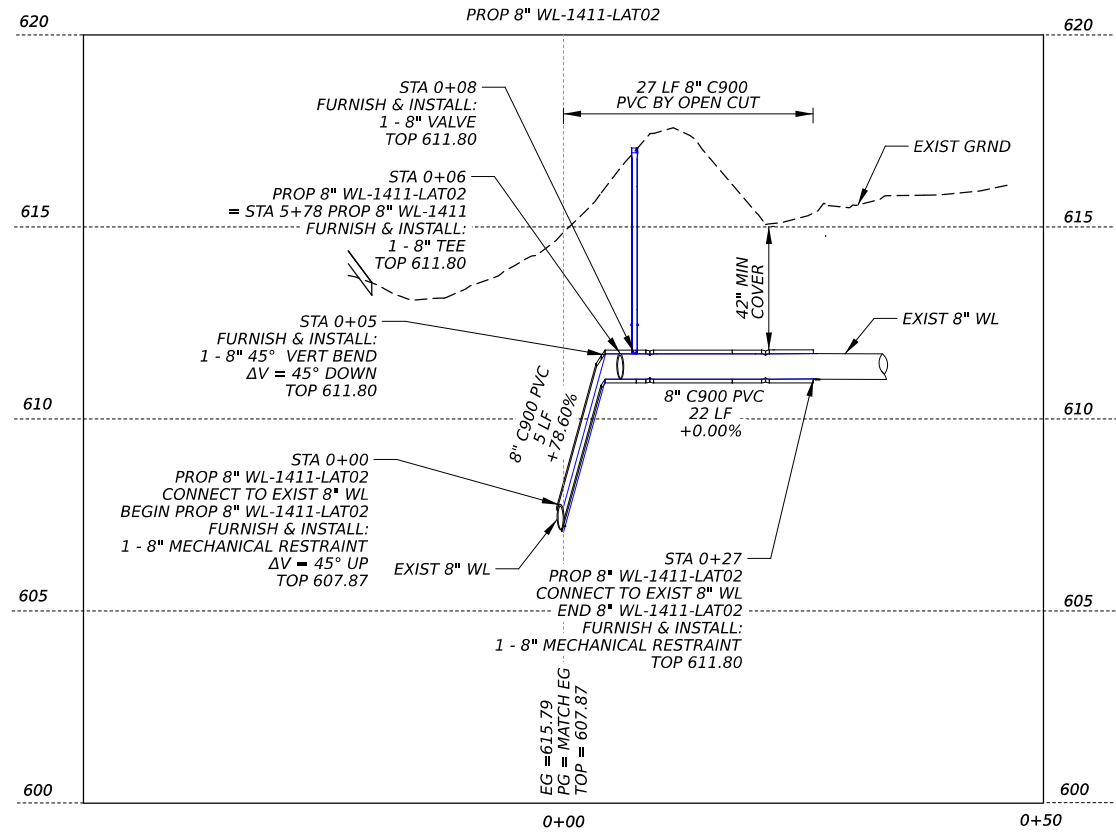
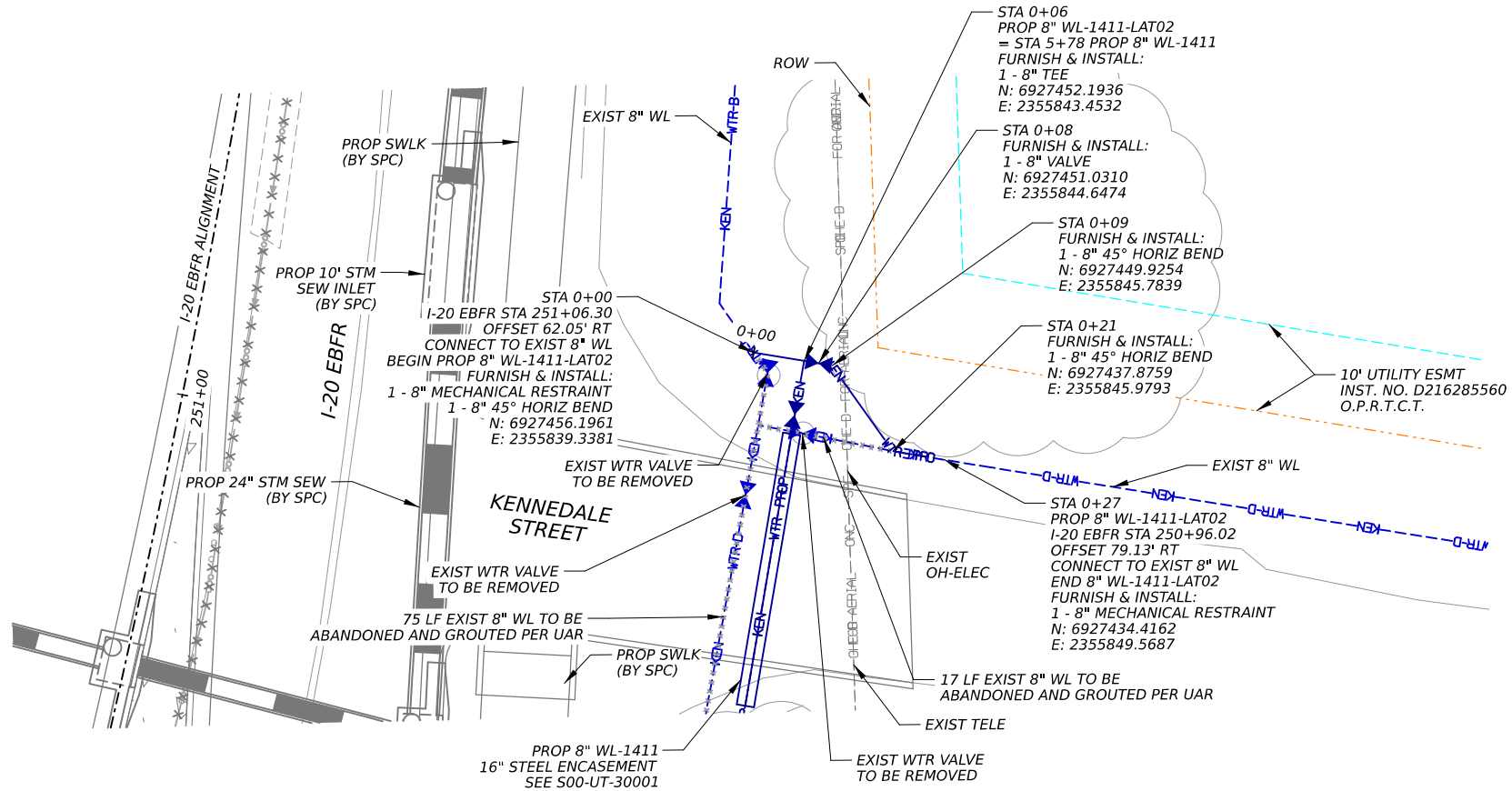


**NEEDS SPC
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CONSTRUCTION**

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

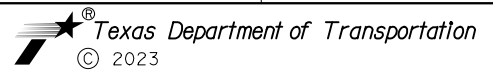
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Status: RFC	DRAWN BF	STATE TEXAS	DISTRICT FT. WORTH	COUNTY TARRANT
Date: 03/15/2023	CHECKED MD	CONTROL 0008	SECTION 13	JOB 125, etc
Sheet: 6 OF 10	APPROVED AF	S00-UT-30002		

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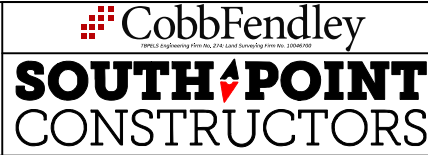


WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE 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:
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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NO.	DESCRIPTION	DATE
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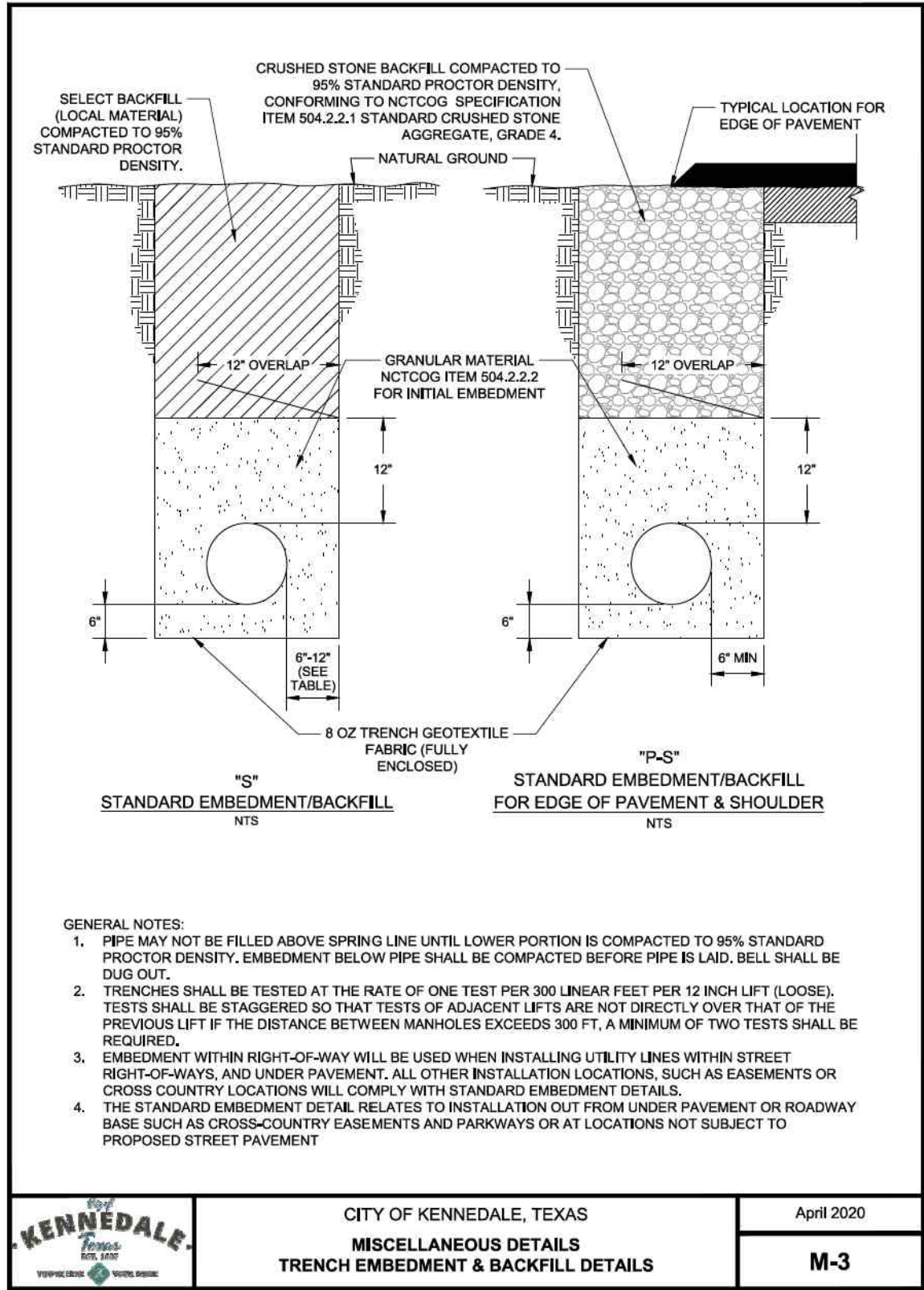
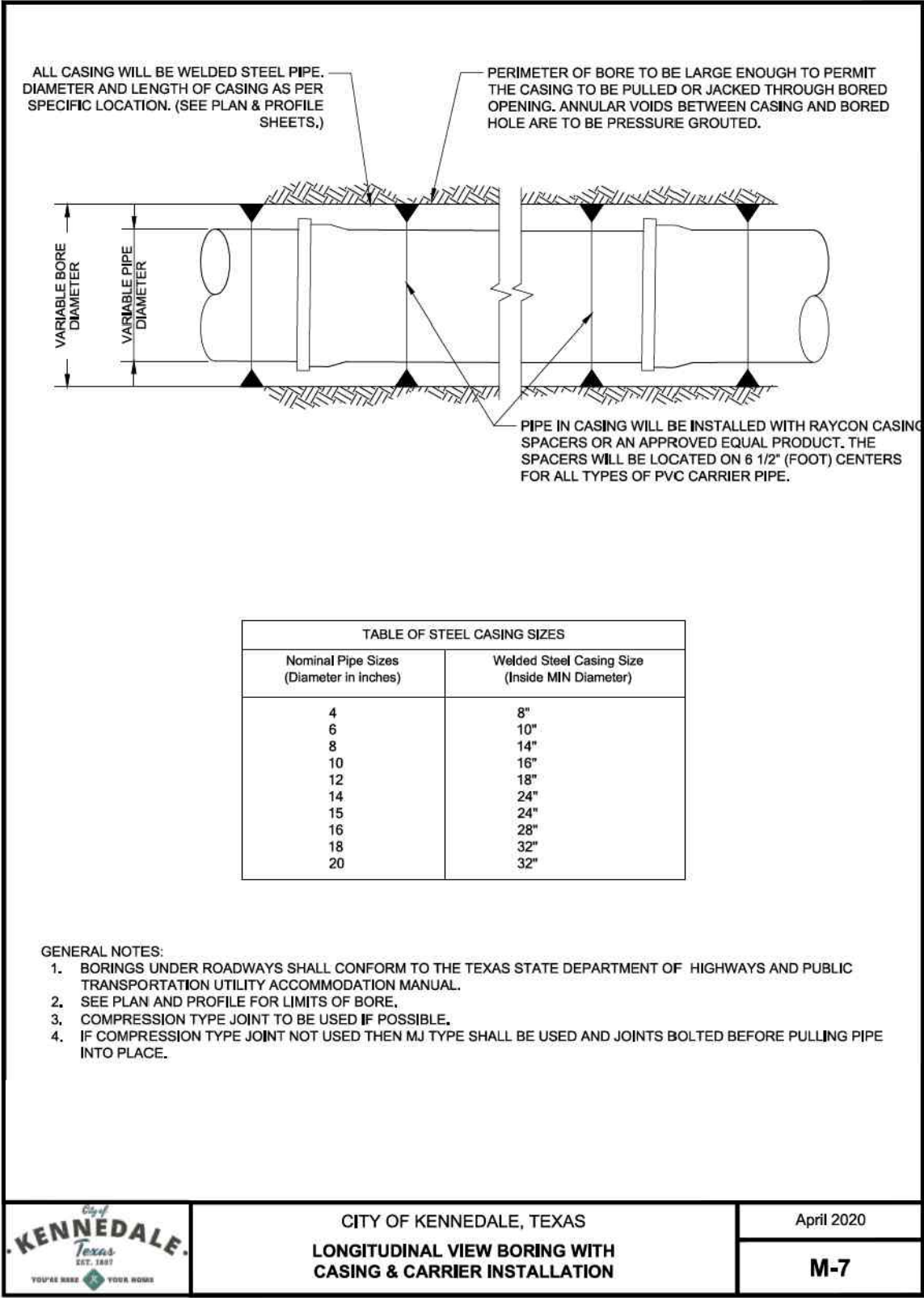


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CONSTRUCTION

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

File Name: S00-UT-30003.dgn	DESIGNED BF	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BF	STATE TEXAS	DISTRICT FT. WORTH	COUNTY TARRANT
Date: 03/15/2023	CHECKED MD	CONTROL 0008	SECTION 13	JOB 125, etc
Sheet: 7 OF 10	APPROVED AF	S00-UT-30003		

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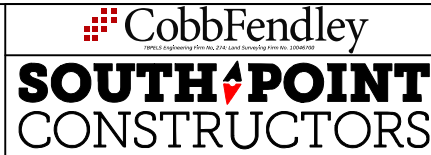




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DESIGNED	FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
BK	6	F-2022(675)		I-820
DRAWN	STATE	DISTRICT	COUNTY	SHEET NO.
BK	TEXAS	FT. WORTH	TARRANT	
CHECKED	CONTROL	SECTION	JOB	S00-UT-99001
MD	0008	13	125, etc	
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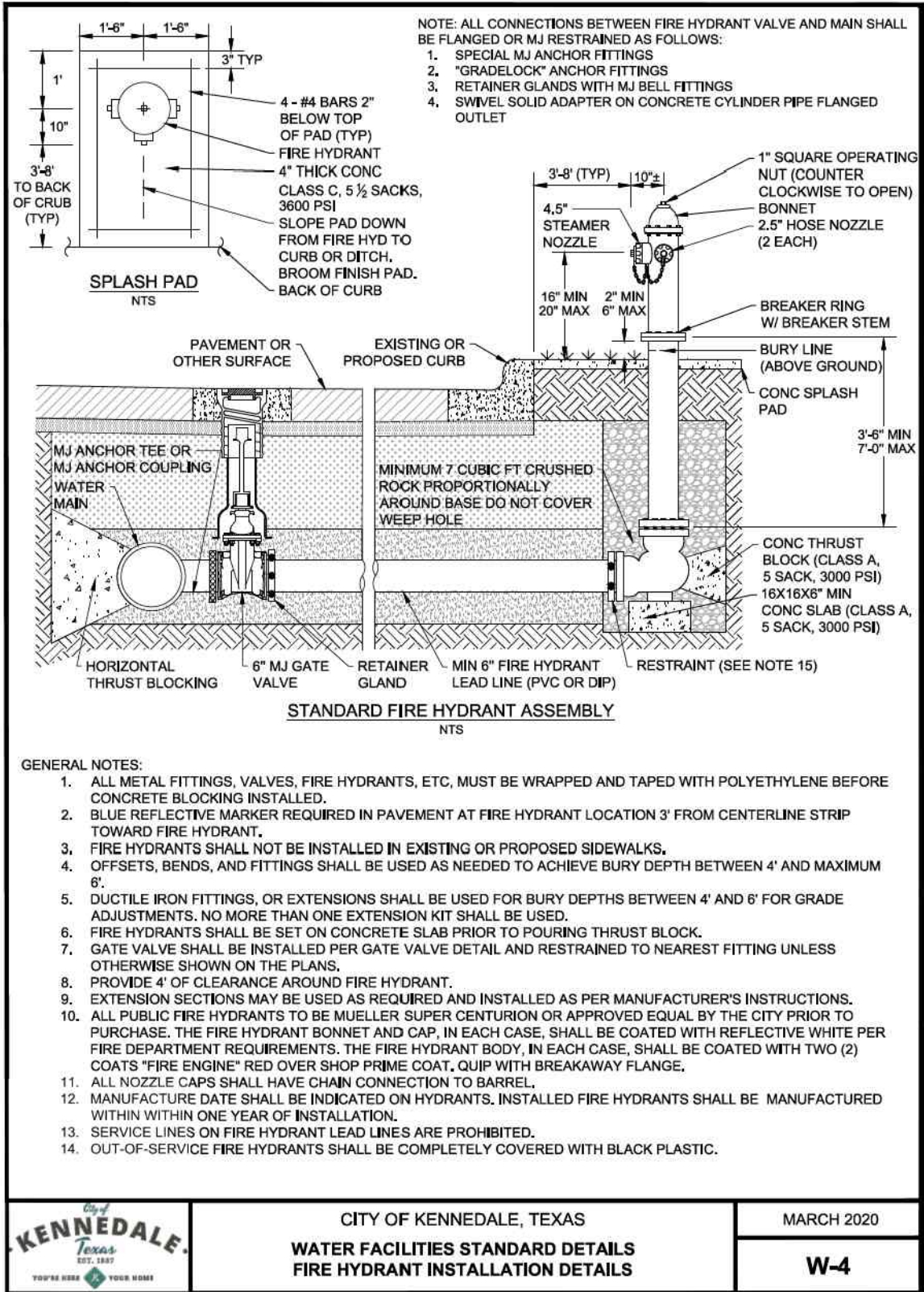
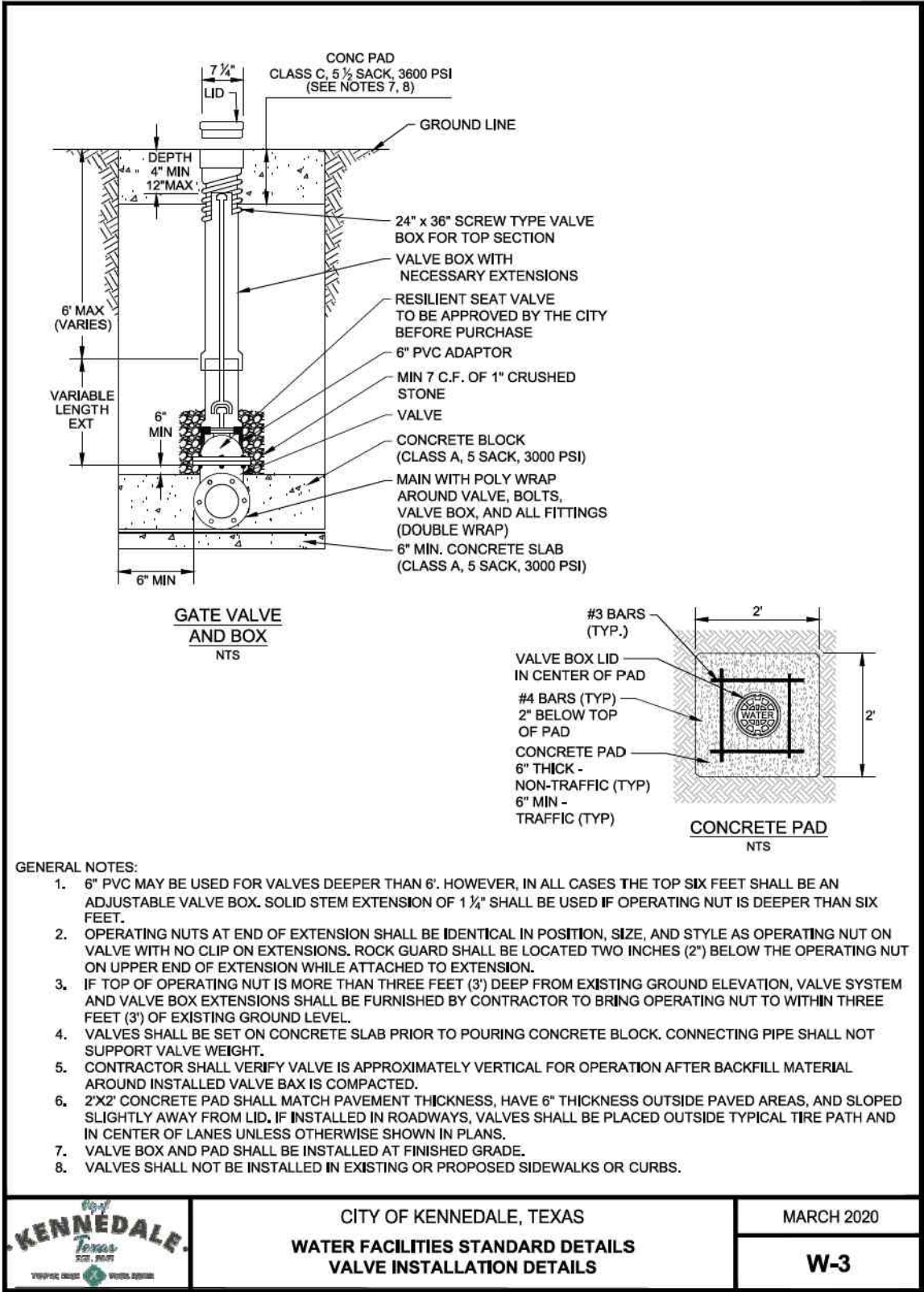


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CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
STANDARD DETAILS - CASING & EMBEDMENT

File Name:	S00-UT-99001.dgn
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Date:	03/15/2023
Sheet:	8 OF 10

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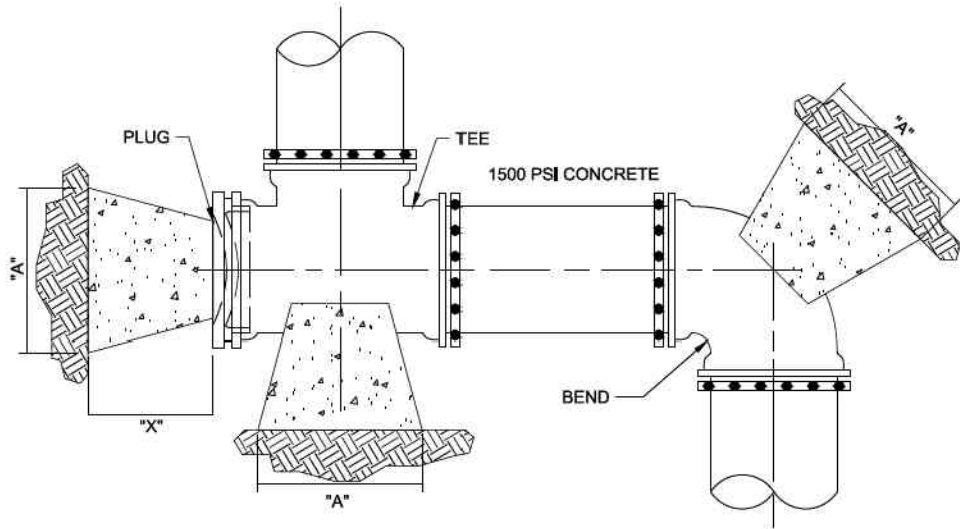


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RELEASE FOR
CONSTRUCTION

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

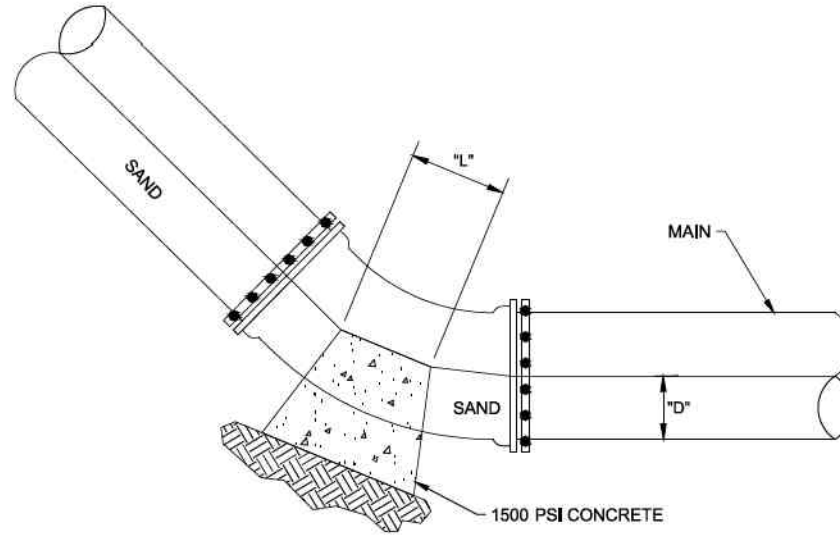
- CALCULATIONS IN MINIMUM AREA COLUMN ARE IN SQUARE FT. CALCULATIONS IN MAXIMUM VOLUME ARE IN CY.
- DIMENSION "X" TO BE A MINIMUM OF 1", BUT IS TO BE INCREASED WHERE NECESSARY TO PROVIDE BEARING AGAINST UNDISTRIBUTED TRENCH WALL.
- CONCRETE FOR THRUST BLOCKS SHALL BE CLASS A (5 SACKS) (3000 PSI).



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				

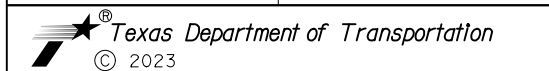
SEE PLAN FOR SHEET BLOCKING



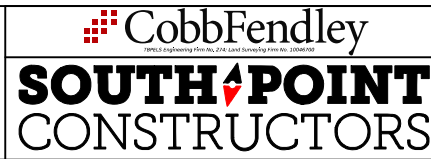
CITY OF KENNEDALE, TEXAS
WATER FACILITIES STANDARD DETAILS
THRUST BLOCKING DETAILS AT BOTTOM BENDS

MARCH 2020

W-2



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	DISTRICT FT. WORTH	SHEET NO. TARRANT
Date: 03/15/2023	CHECKED MD	TEXAS	CONTROL SECTION	JOB
Sheet: 10 OF 10	APPROVED AF	0008	13	125, etc
S00-UT-99003				

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

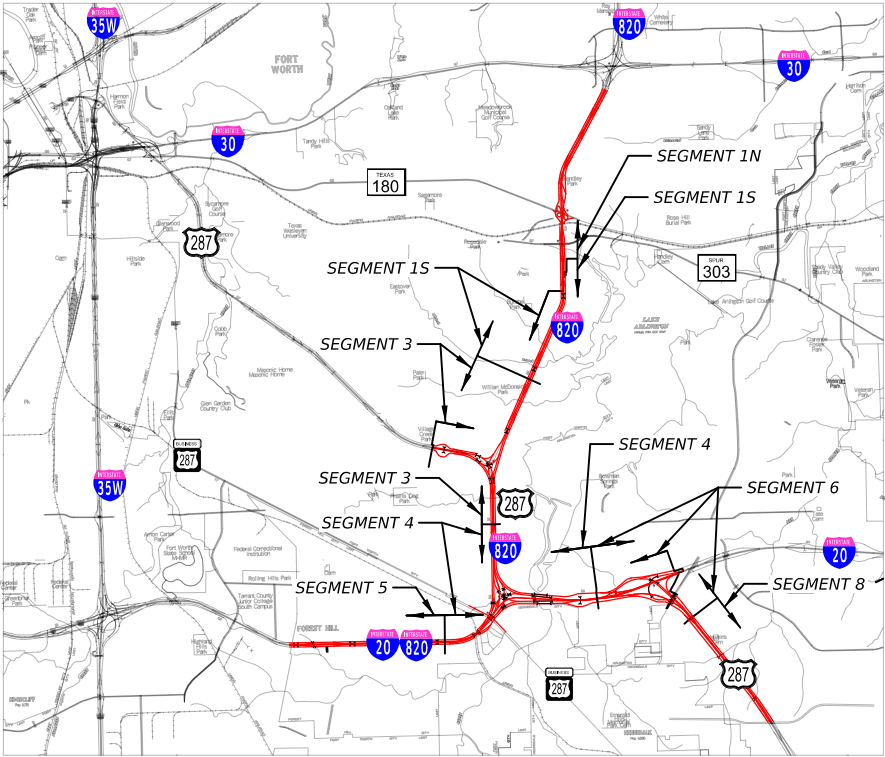
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

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.
	6	F-2022(675)		I-820
DRAWN BK	STATE	DISTRICT	COUNTY	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
TBPEs 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

- 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 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.
- 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.
- ALL TRAFFIC CONTROL WILL COMPLY WITH TMUTCD AND SOUTHPOINT CONSTRUCTORS TCP PROCEDURES. ALL TCP SHALL BE COORDINATED WITH SPC'S CONSTRUCTION MANAGEMENT.
- 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 (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).
- 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.
- CALL 811 AND HAVE UTILITIES MARKED. CONTACT SPC AND HAVE ALL INSTALLED UTILITIES MARKED.

B. EROSION CONTROL & VEGETATION

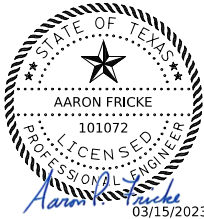
- TEMPORARY EROSION CONTROL SHALL BE USED TO MINIMIZE THE SPREAD OF SILT AND MUD FROM THE PROJECT ONTO EXISTING STREETS, ALLEYS, DRAINAGEWAYS, AND PUBLIC AND PRIVATE PROPERTY. EROSION CONTROL SHALL MEET REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY, AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND THE REQUIREMENTS OF THE CITY.
- 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.
- 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.
- 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

- 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.
- 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.
- WASTEWATER PIPE JOINT MATERIALS SHALL HAVE RESILIENT PROPERTIES CONFORMING TO ASTM F 477.
- CLEANOUTS SHALL BE PVC AND HAVE A BOLTED CLEANOUT CAP.
- PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR WILL FIELD VERIFY ALL CONNECTIONS TO EXISTING WASTEWATER.
- 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'.
- 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.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY BYPASS PUMPING WHERE APPLICABLE.
- ALL WASTEWATER MANHOLES WITHIN FLOOD PLAINS OR FLOOD PRONE AREAS REQUIRE TYPE 'S' MANHOLE LIDS.
- 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.
- THE CONTRACTOR SHALL INSTALL CITY OF KENNEDALE STANDARD WASTEWATER MANHOLE LIDS ON ALL MANHOLES.
- 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.
- MINIMUM COVER SHALL BE 3.5 FEET.
- 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.
- TRACER WIRE SHALL BE INSTALLED OVER ALL PVC WASTEWATER LINES PER CITY OF KENNEDALE STANDARD DETAILS.
- BACKFILL DONE IN 8" LIFTS AND TO MEET OR EXCEED TXDOT SPEC 400.
- CONTRACTOR IS RESPONSIBLE FOR ALL PUMPING AND MITIGATION.

D. 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 STANDARDS.
- 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.



AARON FRICKE
101072
PROFESSIONAL ENGINEER
03/15/2023

 Texas Department of Transportation © 2023				
DESIGNED BF	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
DRAWN BF	6	F-2022(675)		I-820
CHECKED MD	STATE	DISTRICT	COUNTY	SHEET NO.
APPROVED AF	TEXAS	FT. WORTH	TARRANT	500-UT-03001
	CONTROL	SECTION	JOB	
	0008	13	125, etc	

ISSUE RECORD		
NO.	DESCRIPTION	DATE
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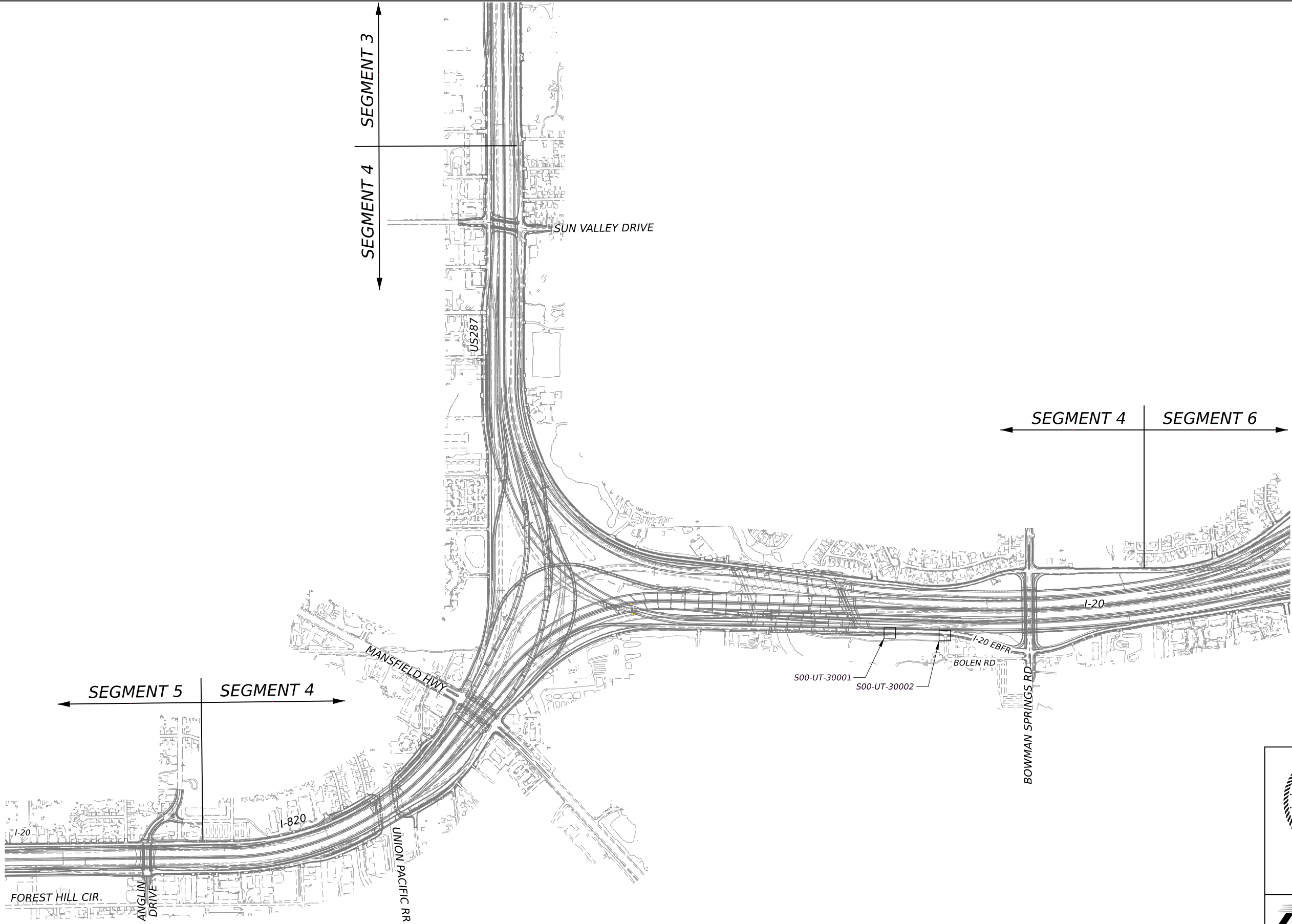
SOUTHPOINT
CONSTRUCTORS

NEEDS SPC
RELEASE FOR
CONSTRUCTION

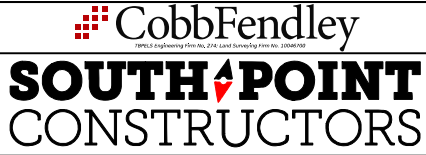
SOUTHEAST CONNECTOR PROJECT
UTILITIES
GENERAL NOTES - SEC-U-0522

File Name: 500-UT-03001.dgn	DESIGNED BF	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BF	STATE	DISTRICT	COUNTY
Date: 03/15/2023	CHECKED MD	TEXAS	FT. WORTH	TARRANT
Sheet: 3 OF 7	APPROVED AF	CONTROL	SECTION	JOB
0008 13 125, etc				

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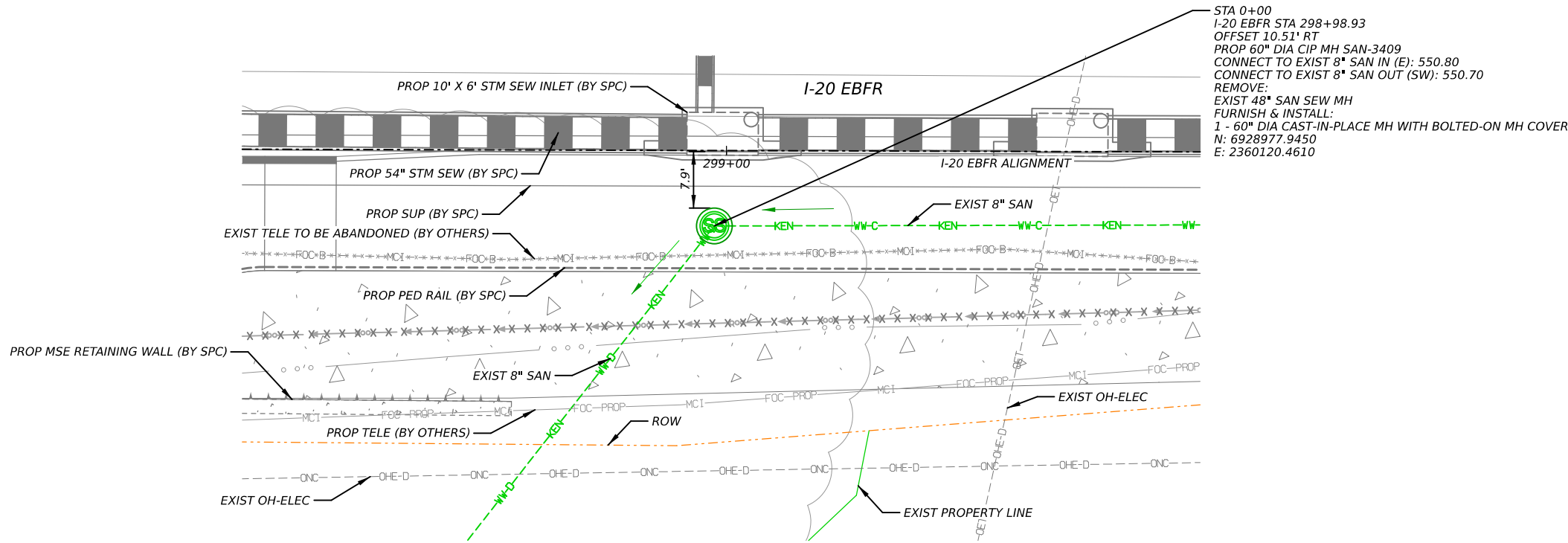


NEEDS SPC
RELEASE FOR
CONSTRUCTION

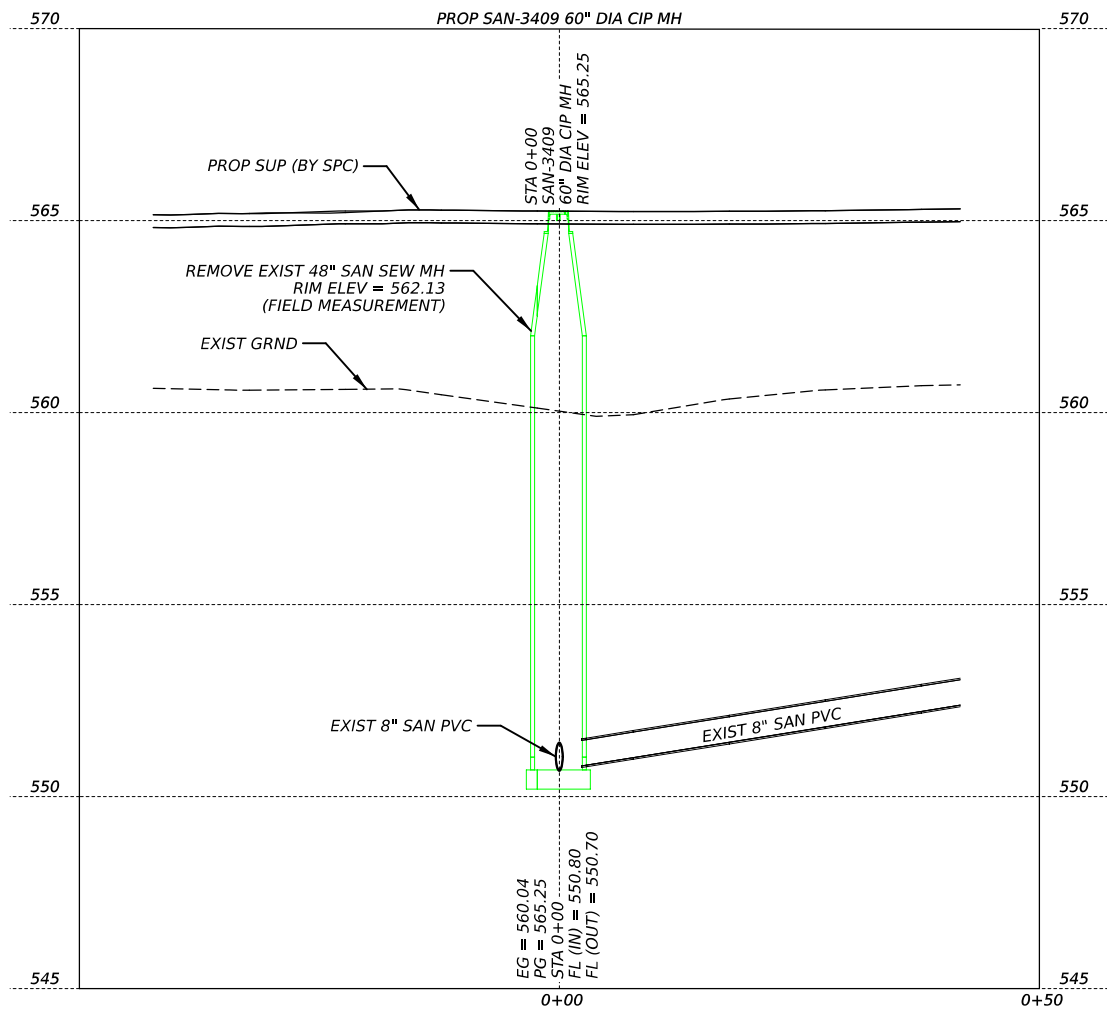
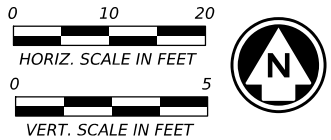
SOUTHEAST CONNECTOR PROJECT
UTILITIES
PROJECT KEYMAP - SEC-U-0522

File Name: S00-UT-04001.dgn	DESIGNED BK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BK	STATE	DISTRICT	COUNTY
Date: 03/15/2023	CHECKED MD	TEXAS	FT. WORTH	TARRANT
Sheet: 4 OF 7	APPROVED AF	CONTROL	SECTION	JOB
		0008	13	125, etc
				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

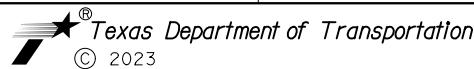


MANHOLE IS WITHIN 100 YEAR FLOODPLAIN
APPROXIMATE FLOODPLAIN ELEVATION = 567.00'

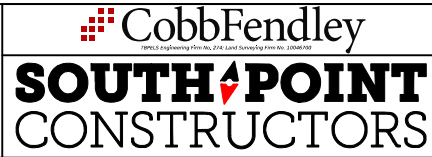


WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE 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.



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

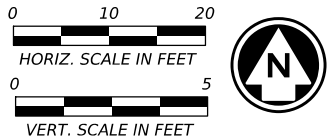
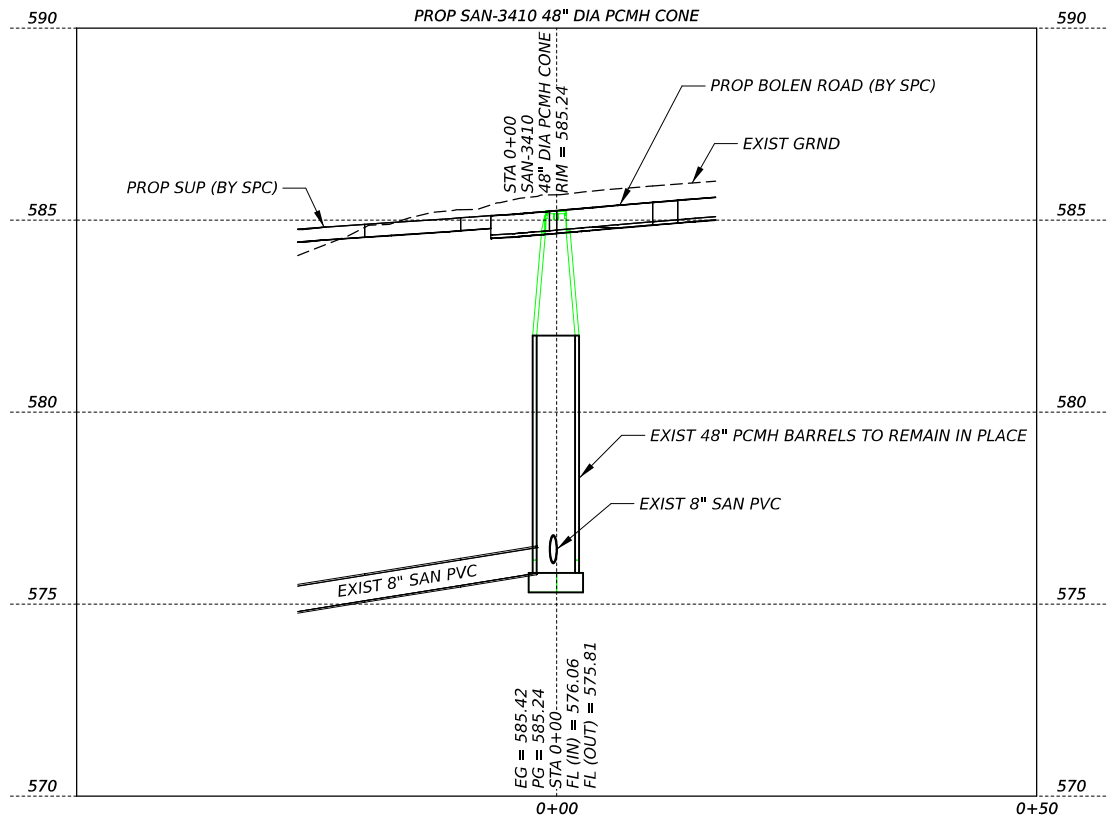
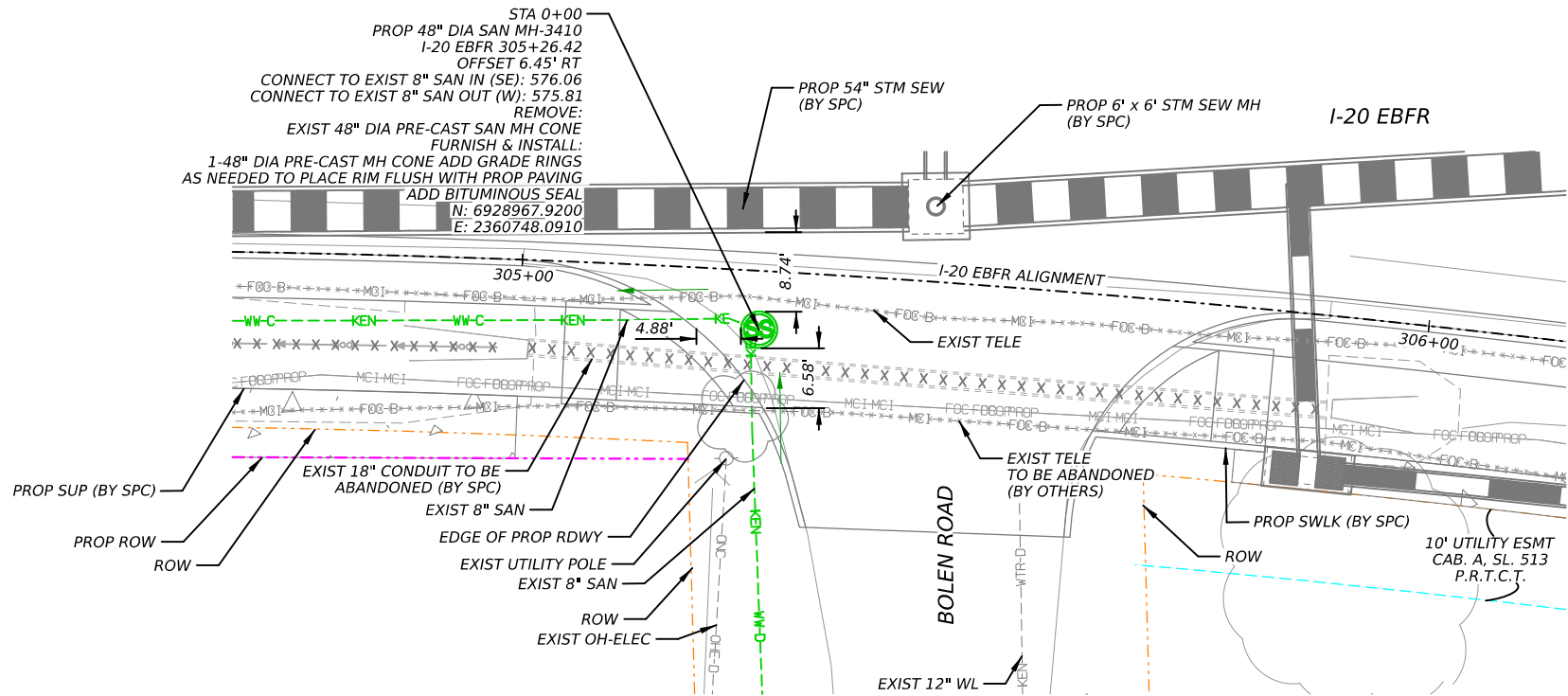


NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
WASTEWATER RELOCATION 3409
MANHOLE ASSEMBLY

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

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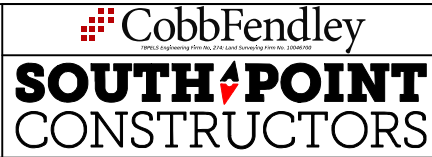


WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE 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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ISSUE RECORD		
NO.	DESCRIPTION	DATE
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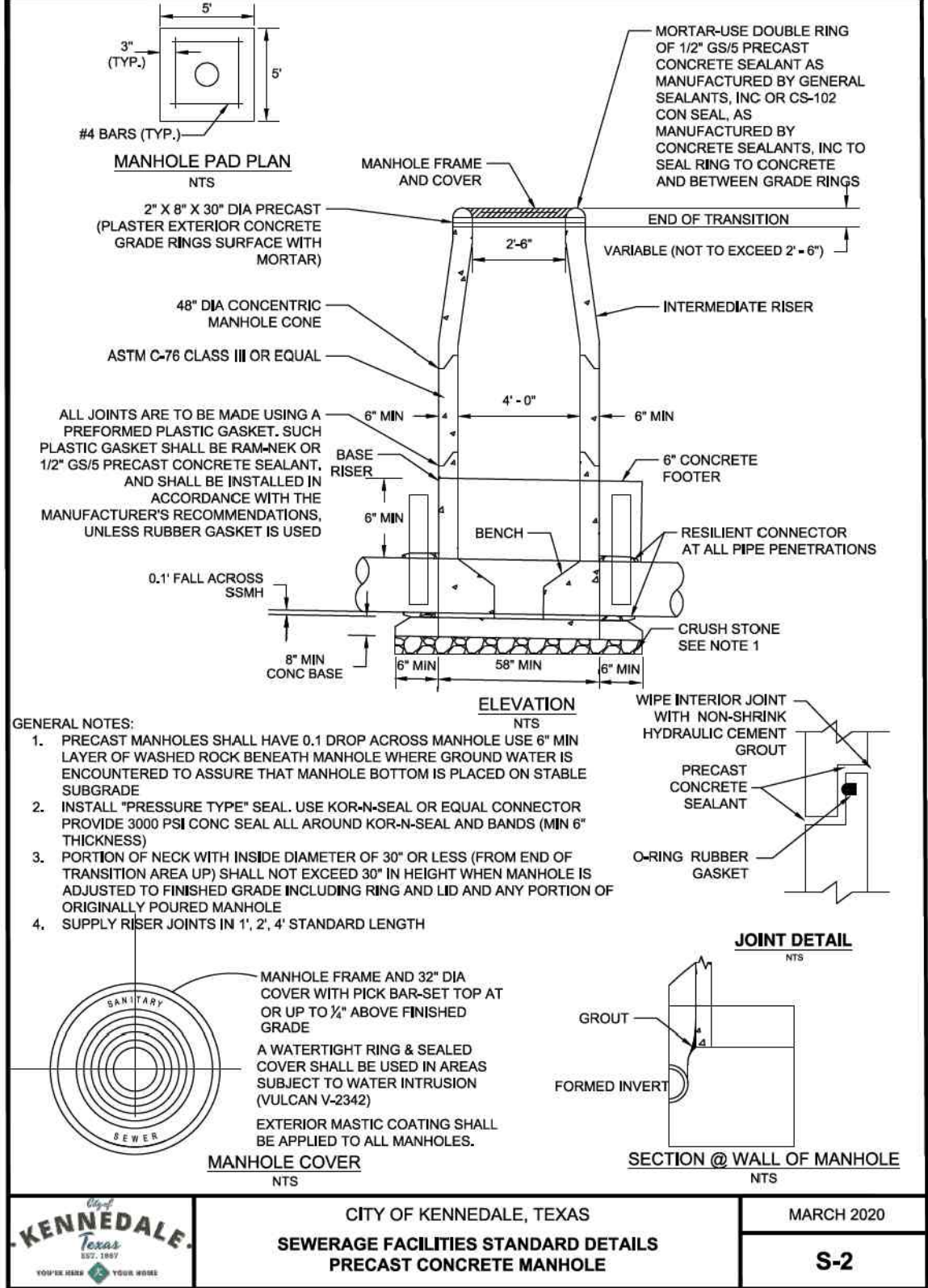
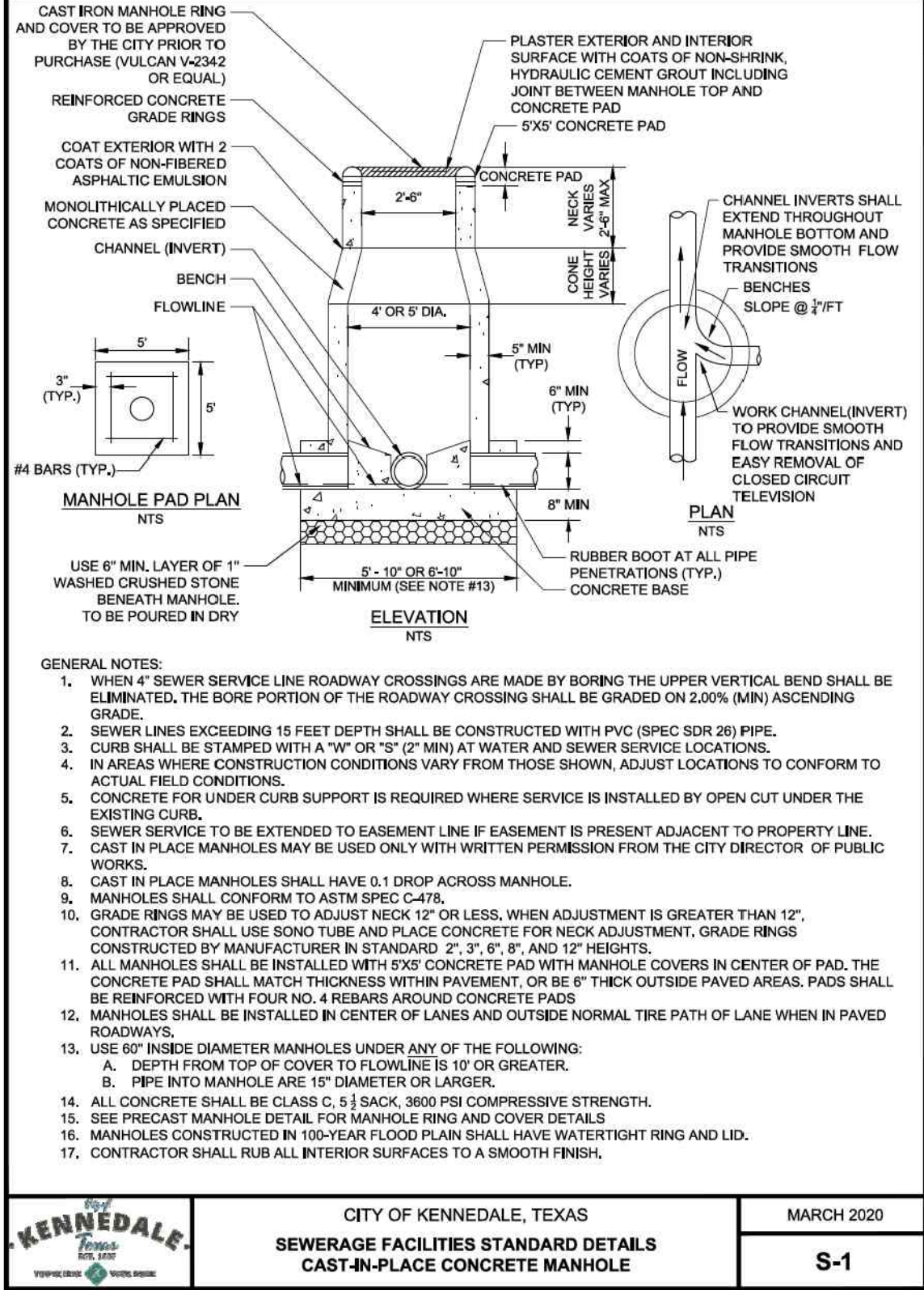


NEEDS SPC
RELEASE FOR
CONSTRUCTION

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	DISTRICT	COUNTY
Sheet: 6 OF 7	APPROVED AF	TEXAS	FT. WORTH	TARRANT
		CONTROL	SECTION	JOB
		0008	13	125, etc
				S00-UT-30002

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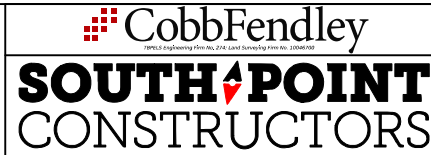




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DESIGNED	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
BF	6	F-2022(675)		I-820
DRAWN	STATE	DISTRICT	COUNTY	SHEET NO.
BK	TEXAS	FT. WORTH	TARRANT	
CHECKED	CONTROL	SECTION	JOB	S00-UT-99001
MD	0008	13	125, etc	
APPROVED				
AF				

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



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CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
STANDARD DETAILS - MANHOLE INSTALLATION

File Name:	S00-UT-99001.dgn
Status:	RFC
Date:	03/15/2023
Sheet:	7 OF 7

DATE: 6/8/2023 4:43:30 PM
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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 BRENTWOOD STAIR ROAD	= 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: 1419
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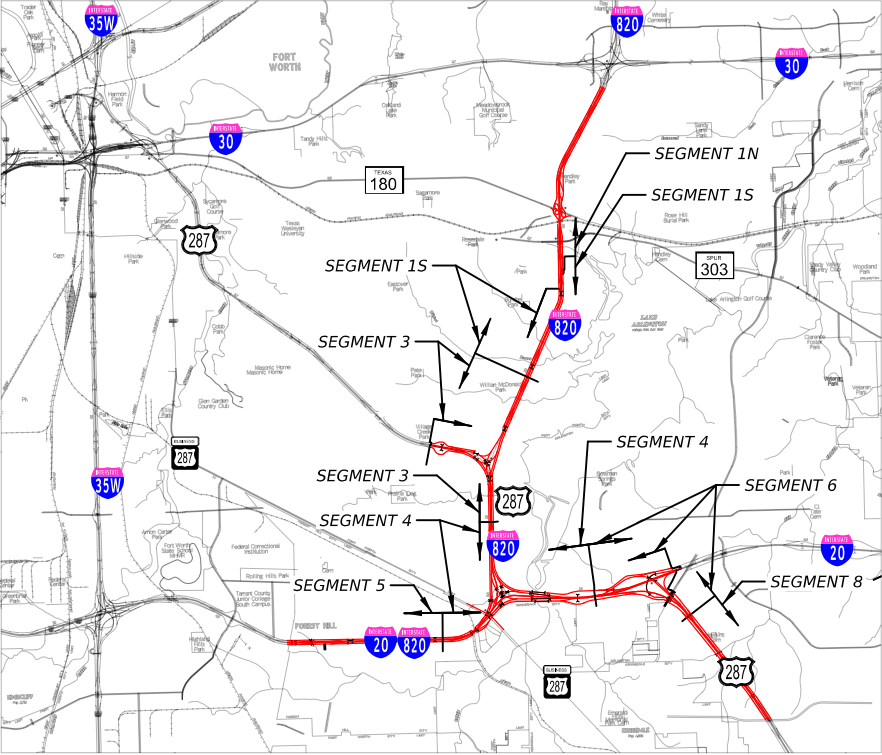
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DRAWN BK	6	F-2022(675)		I-820
CHECKED MD	STATE	DISTRICT	COUNTY	SHEET NO. S00-UT-35107
APPROVED	TEXAS	FT. WORTH	TARRANT	
AF	CONTROL	SECTION	JOB	
	0008	13	125, etc	

FUNCTIONAL CLASSIFICATION, DESIGN SPEED:			
MAINLANES	URBAN INTERSTATE/	HIGH-SPEED	70 MPH
	URBAN FREEWAY	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	45 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:		06/08/2023
COBB, FENDLEY & ASSOCIATES, INC.	AARON FRICKE, P.E.	DATE



PROJECT LOCATION MAP
N.T.S.



SOUTHPOINT
CONSTRUCTORS



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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 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.
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. 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.
9. 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 STANDARD PROCTOR MAXIMUM 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).
10. 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.
11. ALL TRAFFIC CONTROL WILL COMPLY WITH TMUTCD AND SOUTHPPOINT CONSTRUCTORS TCP PROCEDURES. ALL TCP SHALL BE COORDINATED WITH SOUTHPPOINT CONSTRUCTORS CONSTRUCTION MANAGEMENT.
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. 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.
3. NO SOIL DISTURBING ACTIVITIES WILL OCCUR PRIOR TO THE SWP3, ECP, AND ASSOCIATED BEST MANAGEMENT PRACTICES (BMP) BEING FULLY IMPLEMENTED.
4. 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.
5. 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.
6. CONTRACTOR IS TO CONTAIN ALL RUNOFF FROM STOCKPILED MATERIALS.
7. 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.
8. ALL CONTRACTORS SHALL MAINTAIN ANY EXISTING EROSION CONTROL MEASURES.
9. 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.

10. CONTRACTOR SHALL FOLLOW THE LATEST VERSION OF KENNEDALE'S TREE SURVEY AND PRESERVATION PLAN. WHERE TREE REMOVAL IS REQUIRED A PERMIT MUST BE FILED WITH THE CITY OF KENNEDALE.
- C. WATER
1. 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.
2. 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.
3. CONTRACTOR WILL FIELD VERIFY ALL CONNECTIONS TO EXISTING WATER LINE.
4. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY WATER SERVICE WHERE APPLICABLE.
5. CONTRACTOR WILL RELOCATE EXISTING METER BOXES WHICH CONFLICT WITH THE INSTALLATION OF THE PROPOSED ALIGNMENT TO THE EDGE OF ROW.
6. WATER JETTING WILL NOT BE PERMITTED FOR WET BORES.
7. EACH METER BOX SHALL BE LOCATED AT THE PROPERTY LINE OR AS SHOWN ON PLAN.
8. ALL WATER MAINS SHALL BE AWWA C900 OR C905 PVC DR 18 CLASS 200, WITH BELL AND SPIGOT JOINTS.
9. 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.
10. BACKFILL DONE IN 8" LIFTS AND TO MEET OR EXCEED TXDOT SPEC 400.
11. MINIMUM COVER SHALL BE 3.5 FEET OR AS REQUIRED TO CLEAR EXISTING UTILITIES, WHICHEVER IS GREATER.
12. 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.
13. 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.
14. DOUBLE BELL COUPLINGS MAY NOT BE USED FOR JOINING PIPE EXCEPT IN HORIZONTAL DIRECTIONAL DRILLING.
15. COMPACT MECHANICAL JOINT DUCTILE IRON FITTING WITH THRUST RESTRAINING FOLLOWER GLANDS AND CONCRETE THRUST BLOCKS ENCASED IN A POLYETHYLENE SHEATH SHALL BE USED.
16. IN ADDITION TO THRUST BLOCKING, ALL FITTINGS MUST BE RESTRAINED.
17. STAINLESS STEEL VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES WHERE THE OPERATING NUT IS GREATER THAN 4' BELOW FINISHED GRADE.
18. 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.
19. 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.
20. TRACER WIRE SHALL BE INSTALLED OVER ALL PVC WATER LINES PER CITY OF KENNEDALE STANDARD DETAILS.
21. 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.
22. CONTRACTOR IS RESPONSIBLE FOR ALL GROUNDWATER 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 STANDARD PLANS.
4. 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	
0	RELEASED FOR CONSTRUCTION	06/08/2023	


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SOUTHEAST CONNECTOR PROJECT
UTILITIES
GENERAL NOTES

File Name: S00-UT-35109.dgn	DESIGNED BK	FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
Status:	DRAWN	6	F-2022(675)		I-820
RFC	BK	STATE	DISTRICT	COUNTY	SHEET NO.
Date: 06/08/2023	CHECKED MD	TEXAS	FT. WORTH	TARRANT	S00-UT-35109
Sheet: 3 OF 8	APPROVED AF	CONTROL	SECTION	JOB	
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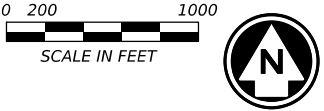
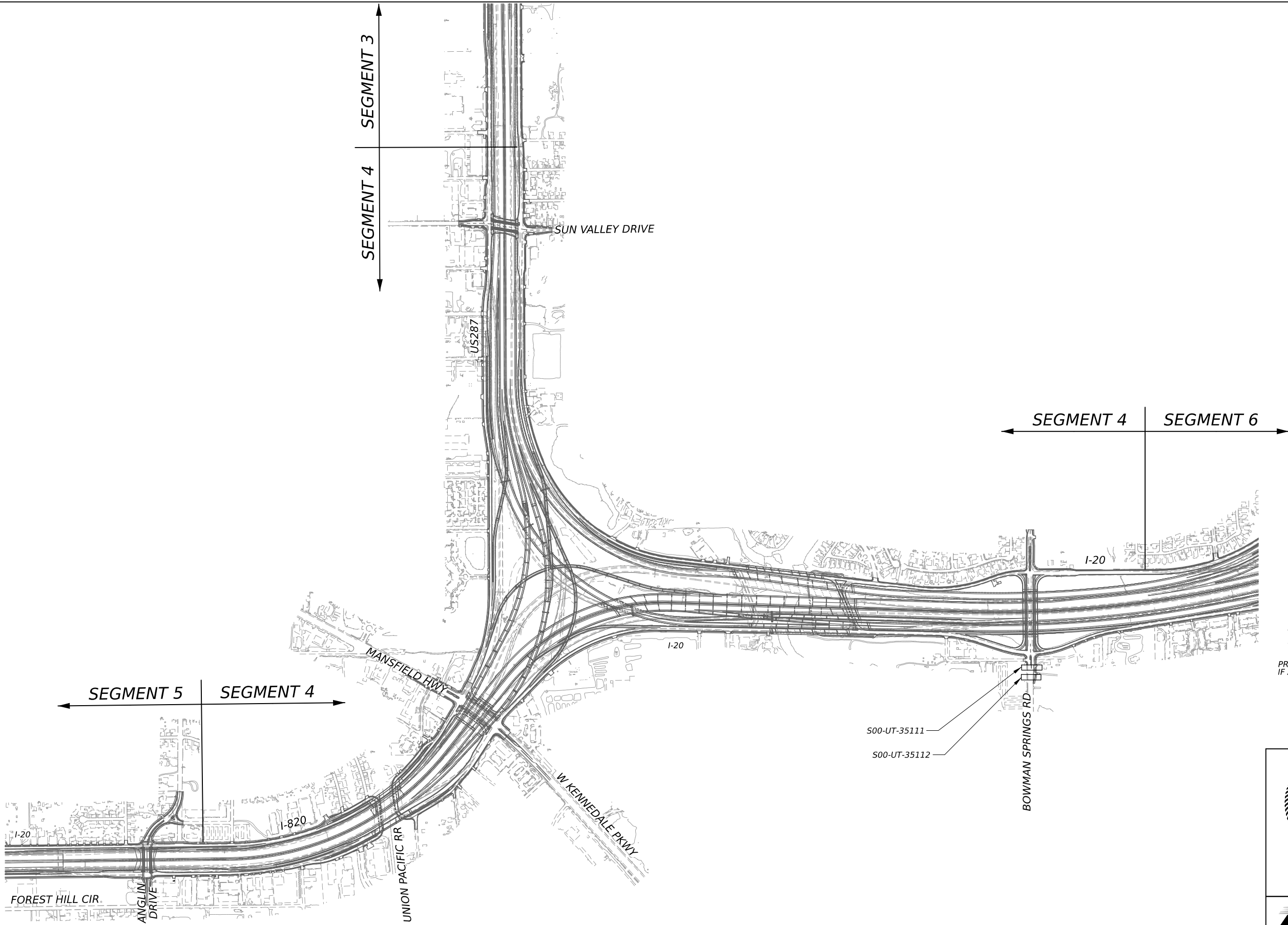


06/08/2023



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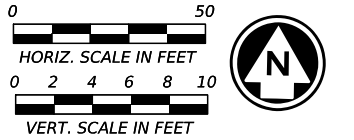
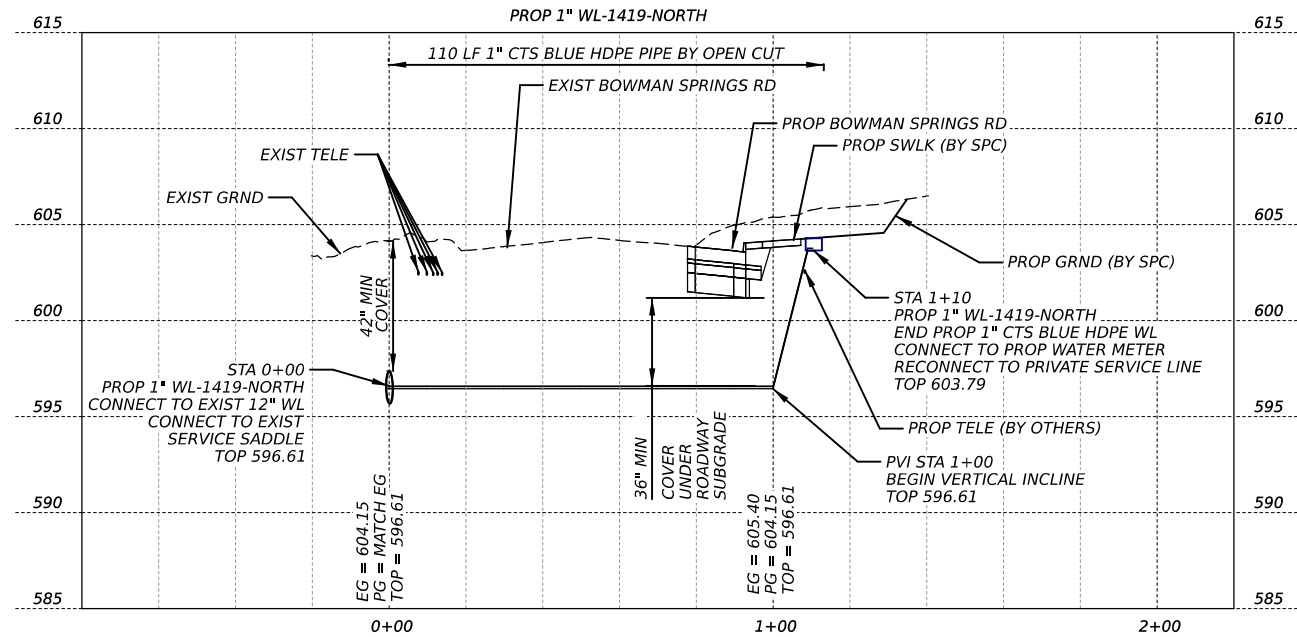
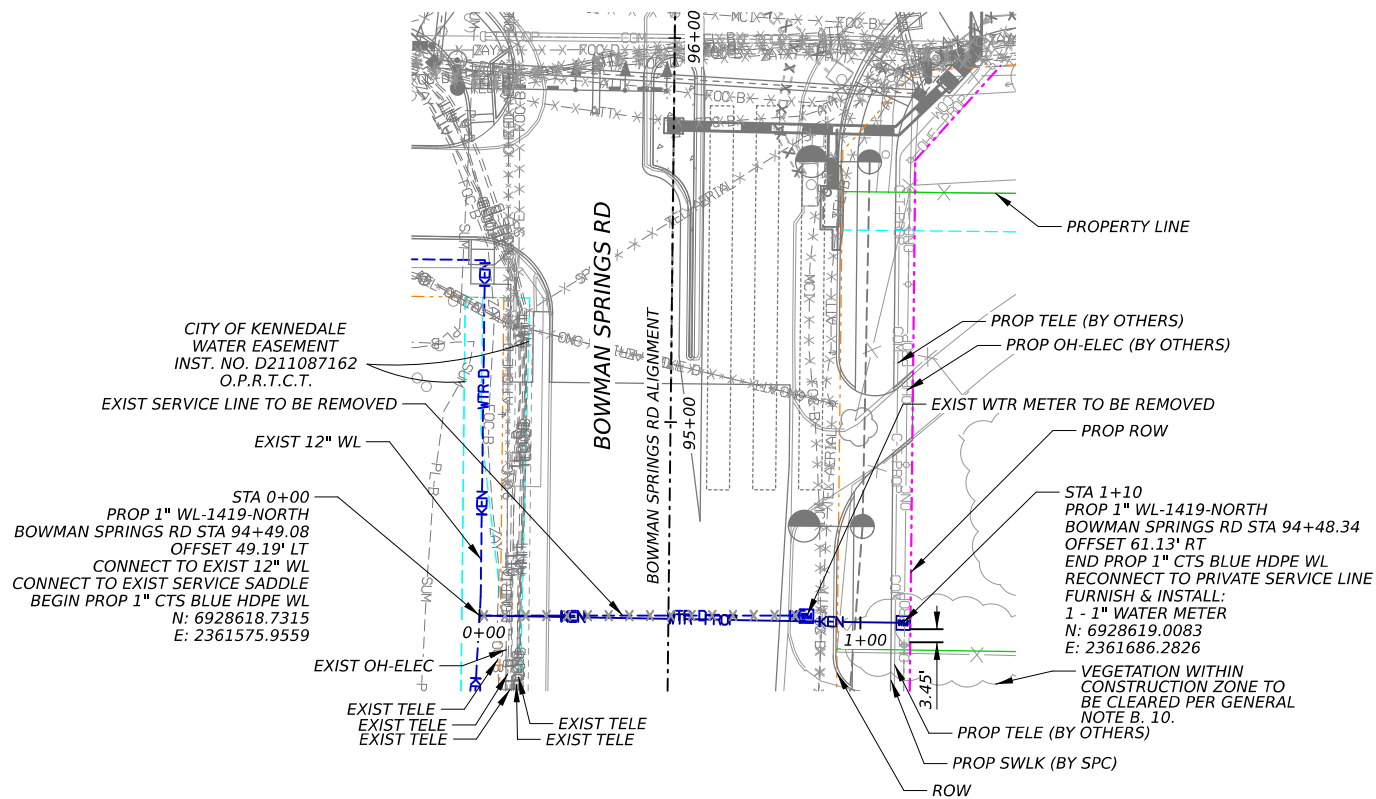

NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
PROJECT KEYMAP

File Name: S00-UT-35110.dgn	DESIGNED BF	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BF	STATE	DISTRICT FT. WORTH	COUNTY TARRANT
Date: 06/08/2023	CHECKED MD	TEXAS	SECTION	JOB
Sheet: 4 OF 8	APPROVED AF	0008	13	125, etc

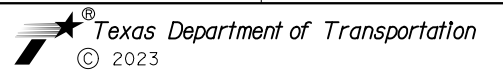
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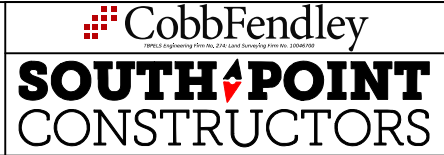


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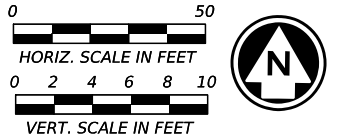
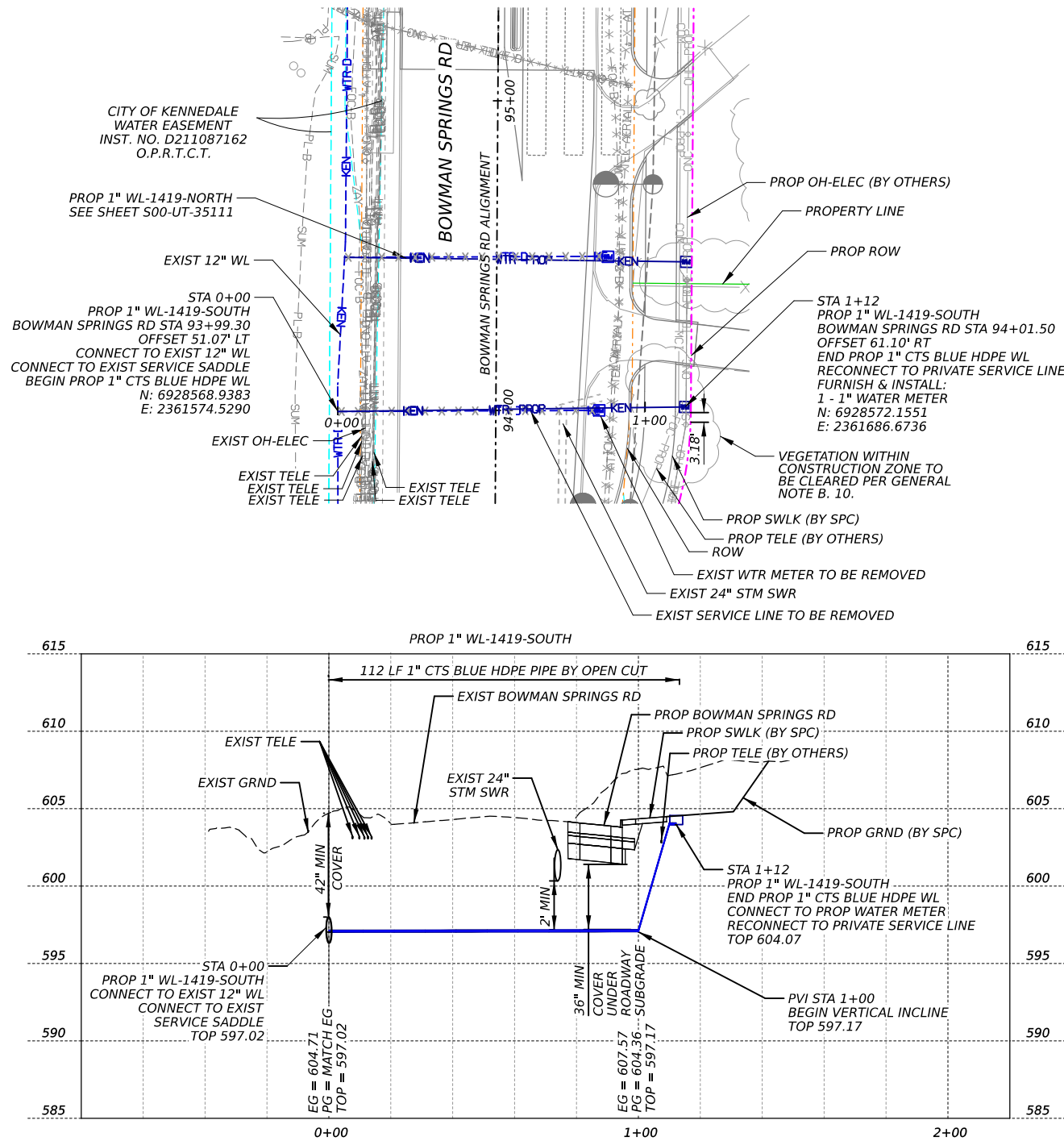


NEEDS SPC
RELEASE FOR
CONSTRUCTION

**SOUTHEAST CONNECTOR PROJECT
UTILITIES**
WATERLINE RELOCATION 1419 - NORTH
STA 0+00 TO STA 1+10

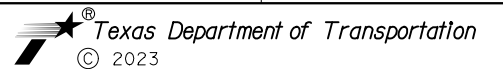
File Name: S00-UT-35111.dgn	DESIGNED BF	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BF	STATE	DISTRICT FT. WORTH	COUNTY TARRANT
Date: 06/08/2023	CHECKED MD	TEXAS	SECTION	JOB
Sheet: 5 OF 8	APPROVED AF	0008	13	125, etc

DATE: 6/8/2023 4:37:37 PM
FILE: c:\users\bobbie.foley\appdata\local\bentley\project\sew\working\kiewit-us-pw-bentley.com_kiewit-us-pw-01\0706915\500-UT-35112.dgn

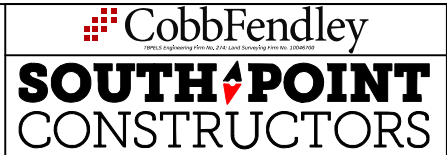


WARNING:
EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO THE START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE 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.



ISSUE RECORD		
NO.	DESCRIPTION	DATE
0	RELEASED FOR CONSTRUCTION	06/08/2023

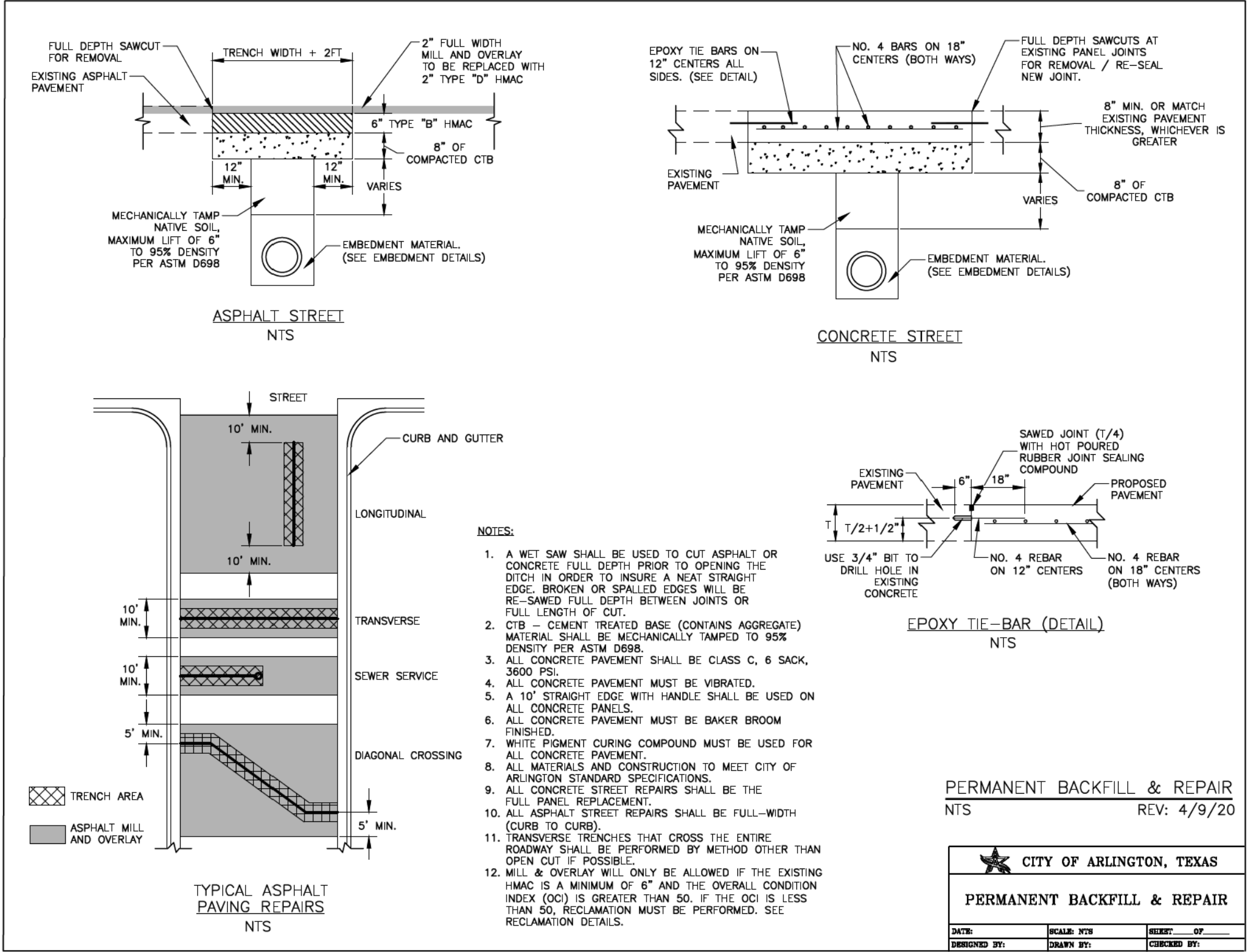


NEEDS SPC
RELEASE FOR
CONSTRUCTION

**SOUTHEAST CONNECTOR PROJECT
UTILITIES**
WATERLINE RELOCATION 1419 - SOUTH
STA 0+00 TO STA 1+12

File Name: S00-UT-35112.dgn	DESIGNED BF	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status:	DRAWN	STATE	DISTRICT	COUNTY
RFC	BF	TEXAS	FT. WORTH	TARRANT
Date: 06/08/2023	CHECKED MD	CONTROL	SECTION	JOB
Sheet: 6 OF 8	APPROVED AF	0008	13	125, etc
S00-UT-35112				

6/8/2023 4:00:13 PM
FILE: c:\users\bobbie.foley\appdata\local\bentley\project\sewering\kiewit-us-pw.bentley.com_kiewit-us-pw-01\0706915\500-UT-35113.dgn



ISSUE RECORD		
NO.	DESCRIPTION	DATE
0	RELEASED FOR CONSTRUCTION	06/08/2023



NEEDS SPC
RELEASE FOR
CONSTRUCTION

SOUTHEAST CONNECTOR PROJECT
UTILITIES
STANDARD DETAILS - PERMANENT BACKFILL & REPAIR

File Name: S00-UT-35113.dgn	DESIGNED BK	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. F-2022(675)	HIGHWAY NO. I-820
Status: RFC	DRAWN BF	STATE	DISTRICT FT. WORTH	SHEET NO. TARRANT
Date: 06/08/2023	CHECKED MD	TEXAS	SECTION CONTROL	JOB
Sheet: 7 OF 8	APPROVED AF	0008	13	125, etc

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

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

3 / 28 / 2023
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
2023.03.28 11:12:24-05'00'

PSQAM or Qualified Representative

3 / 28 / 2023
Date

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	
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	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

[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				

Package Description: SEC-SUBD-0402 RFC City of Kennedale Water Package 02

Submittal Date: 06-14-2023

Reviewer: John K Kiser

Closeout Date: 06-14-2023

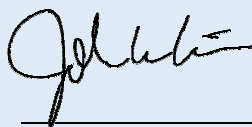
Part 1 – PSQC ITEMS SUBMITTED FOR QA REVIEW

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	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:



Digitally signed by
John Kiser, P.E.
Date: 2023.06.14
09:35:21-05'00'

PSQAM or Qualified Representative

for William O'Dell, P.E.

06 / 14 / 2023
Date

IQP-XX2 Comment Resolution Form

Design Package Title: SEC-SUBD-0402 RFC City of Kennedale Water Package 02

Page No:

Submittal Stage:	☐ Preliminary	☐ Final	☒ RFC
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Date: 6-14-2023

1

[illegible]

Package Description: SEC-SUBD-0402 RFC City of Kennedale Water Package 02**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.


Digitally signed by
John Kiser, P.E.
Date: 2023.06.14
09:35:52 -05'00'

PSQAM or Qualified Representative

6 / 14 / 2023

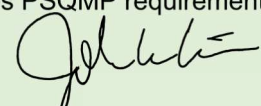
Date

for William O'Dell, P.E.

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.


Digitally signed by
John Kiser, P.E.
Date: 2023.06.14
09:36:07 -05'00'

PSQAM or Qualified Representative

6 / 14 / 2023

Date

for William O'Dell, P.E.

Utility Adjustment Agreement

Section 6. Cost Estimates

SEC-U-0522

City of Kennedale

(Relocations 1411, 3409, 3410 & 1419)

Eligibility Ratio of 100%

Total Construction Cost Relocations 1411, 3409, 3410 & 1419	\$370,046.00
---	--------------

Total Indirect Costs to SPC	\$176,621.51
-----------------------------	--------------

Total Costs to City of Kennedale	\$31,801.84
----------------------------------	-------------

Total Cost for Utility Relocation	\$578,469.35
-----------------------------------	--------------

Estimated Amount to Ultimately be Paid by SPC	\$578,469.35
---	--------------

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

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

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 & 1419
Utility Type:	Water & Wastewater
Eligibility Ratio:	100%

Date Prepared:	6/6/2023
Prepared By:	TDL

Relocation ID	Line Item	Buy America	Description	Unit	Unit Price	Quantity	Cost
1411			DB CONTRACTOR CONSTRUCTION SERVICES				
	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	X	16" STEEL CASING W/8" PVC WATER PIPE DR18 (BY OPEN CUT)	LF	\$ 580.00	64	\$ 37,120.00
	4	X	INSTALL FIRE HYDRANT	EA	\$ 5,800.00	2	\$ 11,600.00
	5		REMOVE EXISTING FIRE HYDRANT	EA	\$ 300.00	2	\$ 600.00
	6	X	8" GATE VALVE	EA	\$ 2,800.00	6	\$ 16,800.00
	7	X	6" GATE VALVE	EA	\$ 2,100.00	2	\$ 4,200.00
	8	X	8" TEE	EA	\$ 885.00	6	\$ 5,310.00
	9	X	8" BEND	EA	\$ 625.00	15	\$ 9,375.00
	10	X	8" X 6" REDUCER	EA	\$ 550.00	2	\$ 1,100.00
	11	X	COUPLER 8"	EA	\$ 575.00	3	\$ 1,725.00
	12	X	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	0.25	\$ 2,300.00
	17		POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.25	\$ 2,500.00
	18		MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.25	\$ 3,750.00
			RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 242,641.00
1419	1		1" CTS BLUE HDPE (BY OPEN CUT)	LF	\$ 70.00	227	\$ 15,890.00
	2	X	FURNISH & INSTALL 1" SERVICE SADDLE	EA	\$ 3,500.00	1	\$ 3,500.00
	3		INSTALL WATERMETER	EA	\$ 4,950.00	2	\$ 9,900.00
	4		CONNECT TO EXISTING LINE	EA	\$ 7,500.00	4	\$ 30,000.00
	5		REMOVE EXISTING SERVICE LINE	LF	\$ 35.00	173	\$ 6,055.00
	6		REMOVE EXISTING WATER METER	EA	\$ 1,750.00	2	\$ 3,500.00
	7		TESTING (Water)	LF	\$ 10.00	226	\$ 2,260.00
	8		CLEARING AND GRUBBING	EA	\$ 9,200.00	0.25	\$ 2,300.00
	9		POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.25	\$ 2,500.00
	10		MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.25	\$ 3,750.00
			RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 79,655.00
3409	1		8" PVC SDR 26 SANITARY SEWER PIPE	LF	\$ 160.00	10	\$ 1,600.00
	2	X	60" DIAMETER PRECAST MANHOLE W/32" BOLT DOWN HINGED R & C	EA	\$ 12,500.00	1	\$ 12,500.00
	3		REMOVE EXISTING 48" MANHOLE	EA	\$ 700.00	2	\$ 1,400.00
	4		VACUUM TEST MANHOLES	EA	\$ 225.00	1	\$ 225.00
	5		CCTV 8" SANITARY SEWERLINE AND MANHOLES	EA	\$ 500.00	1	\$ 500.00
	6		CONNECT TO EXISTING SANITARY SEWERLINE	EA	\$ 1,600.00	2	\$ 3,200.00
	7		CLEARING AND GRUBBING	EA	\$ 9,200.00	0.25	\$ 2,300.00
	8		POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.25	\$ 2,500.00
	9		MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.25	\$ 3,750.00
			RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 27,975.00
3410	1	X	48" DIAMETER PRECAST ECCENTRIC MANHOLE CONE W/32" HINGED R & C	EA	\$ 10,500.00	1	\$ 10,500.00
	2		VACUUM TEST MANHOLES	EA	\$ 225.00	1	\$ 225.00
	3		CCTV 8" SANITARY SEWERLINE AND MANHOLES	LF	\$ 500.00	1	\$ 500.00
	4		CLEARING AND GRUBBING	EA	\$ 9,200.00	0.25	\$ 2,300.00
	5		POTHOLE EXISTING UTILITIES (3%)	EA	\$ 10,000.00	0.25	\$ 2,500.00
	6		MOBILIZATION (5% MAX)	EA	\$ 15,000.00	0.25	\$ 3,750.00
			RELOCATION CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 19,775.00
			DB CONTRACTOR CONSTRUCTION SUBTOTAL		SUBTOTALS:		\$ 370,046.00
			DB CONTRACTOR PROFESSIONAL SERVICES				
	1		DESIGN AND AS-BUILTS WATER (COBB FENDLEY)	LF	\$ 54.61	1041	\$ 56,849.01
	2		DESIGN AND AS-BUILTS SANITARY (COBB FENDLEY)	LF	\$ 52.29	10	\$ 522.90
	3		DB CONTRACTOR RELOCATION RELATED COST*	%	27.9%	\$ 427,417.91	\$ 119,249.60
			DB CONTRACTOR PROFESSIONAL SERVICES SUBTOTAL		SUBTOTALS:		\$ 176,621.51
			OWNER PROFESSIONAL SERVICES				
	1		UTILITY OWNER CONSULTANT ENGINEER FEE	HR	\$ 180.00	50	\$ 9,000.00
	2		UTILITY OWNER INSPECTION & PUBLIC WORKS OFFICIAL FEE	%	4%	\$ 370,046.00	\$ 14,801.84
	3		CITY ATTORNEY FEE	EA	\$ 1.00	8000	\$ 8,000.00
			OWNER PROFESSIONAL SERVICES SUBTOTAL				\$ 31,801.84

NOTES SECTION					Grand Total:	\$ 578,469.35
* "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:	\$ 578,469.35
					Elig. Ratio (% SPC Pays)	100.00%
					SPC Subtotal:	\$ 578,469.35
					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; 6/8/23
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; 6/8/23 No. of sheets in Utility's plans: 10; 7; 8

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



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; 6/8/23
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; 6/8/23 No. of sheets in Utility's plans: 10; 7; 8

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

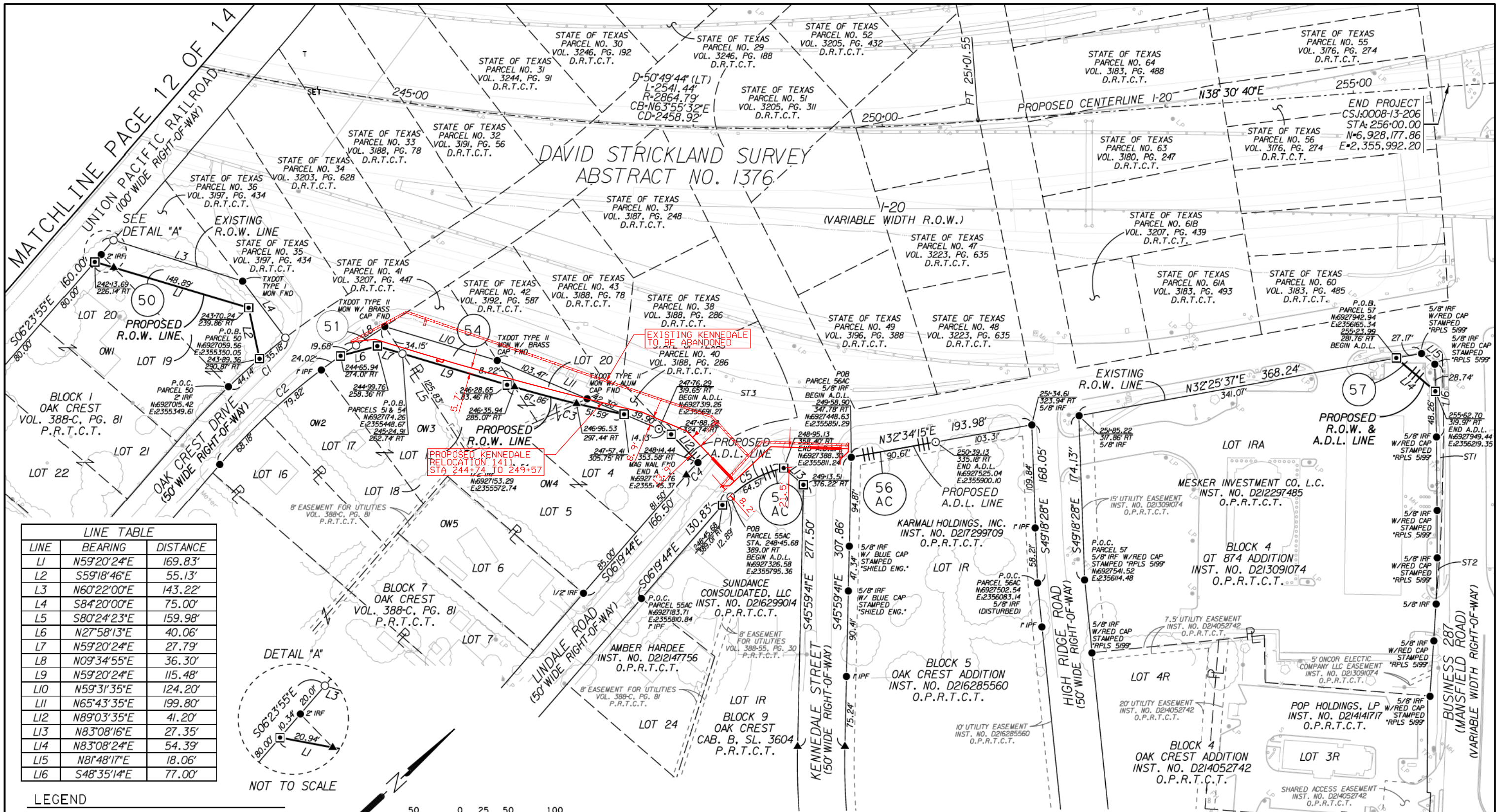
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SEC-U-0522

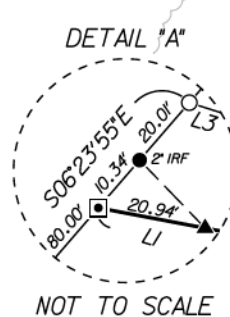
Utility Adjustment Agreement

Section 13. ROW Maps

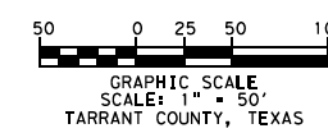
SEC-U-0522



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.

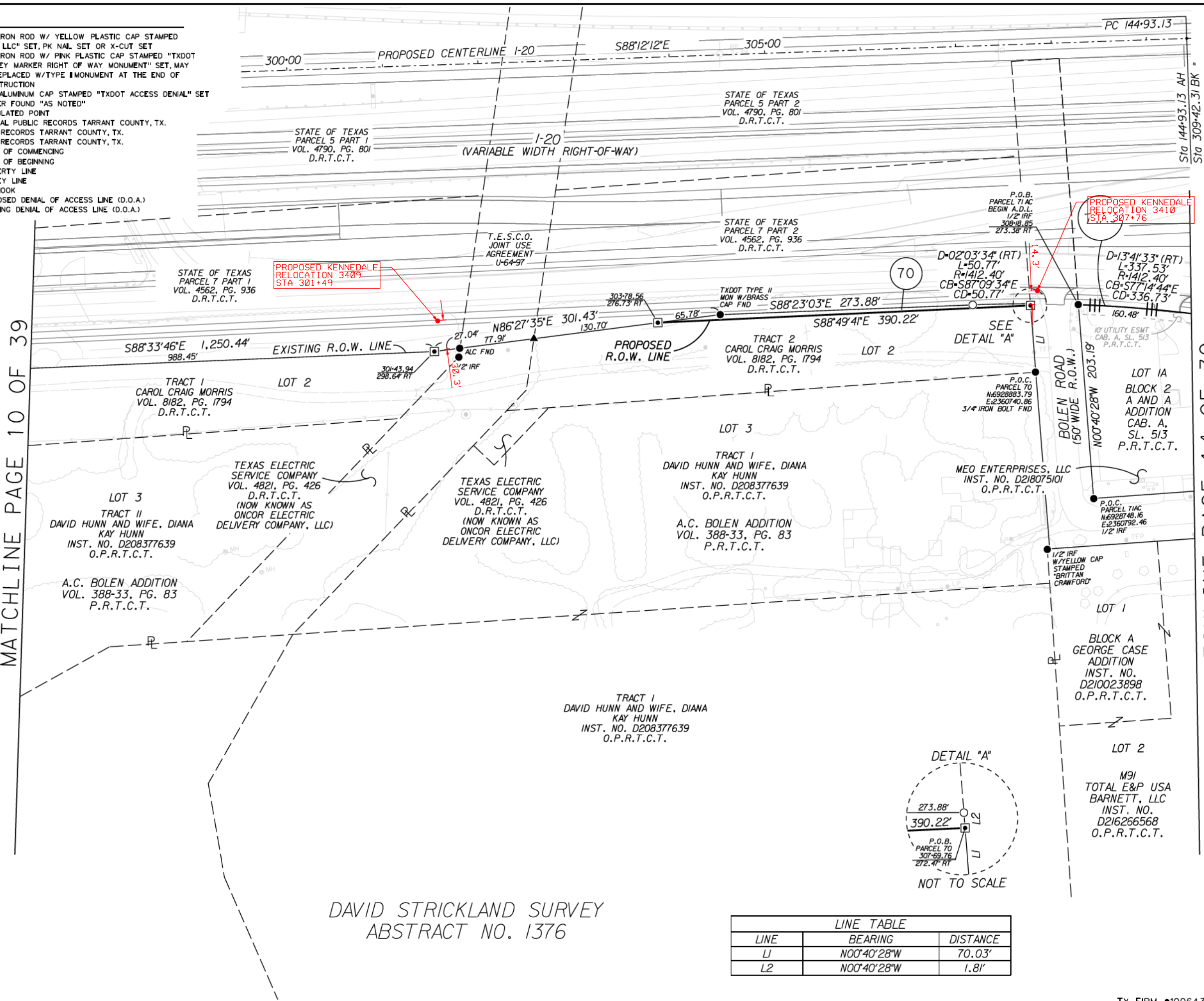
FED. RD. DIV. RD.	FEDERAL AID PROJECT NO.	SHEET NO.		
6		14		
STATE	DISTRICT	COUNTY		
TX	FT WORTH	TARRANT		
	CONT.	SECT.	JOB	HIGHWAY NO.
CCSJ	0008	13	206	I-20
RCSJ	0008	13	241	

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
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- FEE HOOK
- PROPOSED DENIAL OF ACCESS LINE (D.O.A.)
- EXISTING DENIAL OF ACCESS LINE (D.O.A.)

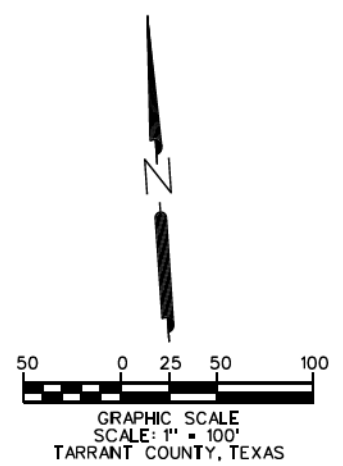
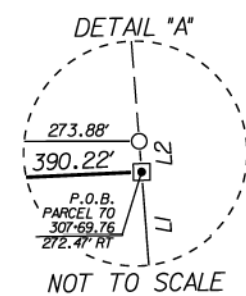
MATCHLINE PAGE 10 OF 39



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'



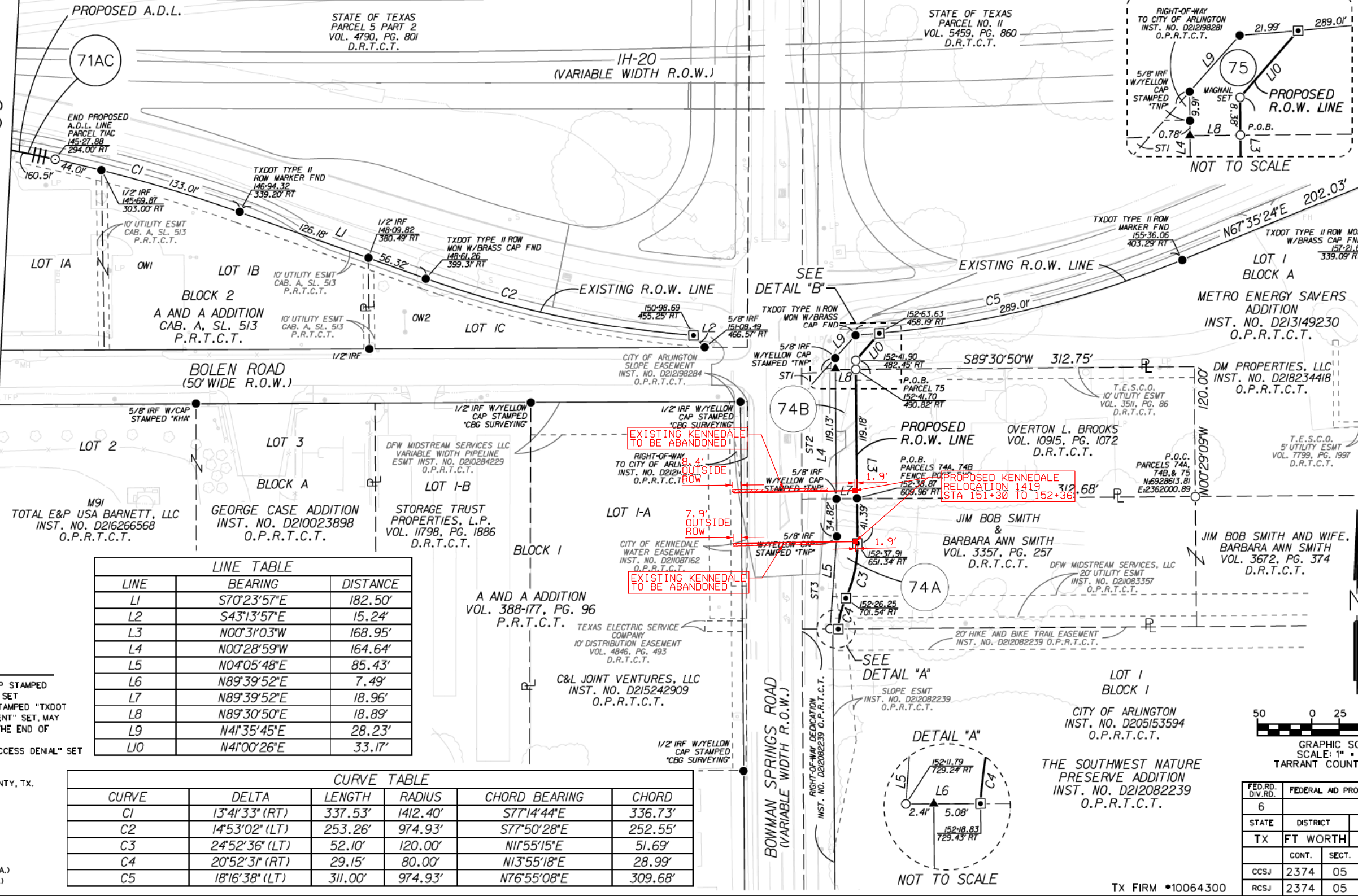
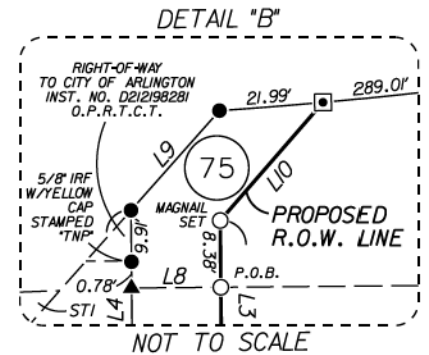
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.	SHEET NO.		
6		12		
STATE	DISTRICT	COUNTY		
TX	FT WORTH	TARRANT		
	CONT.	SECT.	JOB	HIGHWAY NO.
CCSJ	2374	05	066	
RCSJ	2374	05	087	IH 20

MATCHLINE PAGE 12 OF 39

MATCHLINE PAGE 16 OF 39

DAVID STRICKLAND SURVEY
ABSTRACT NO. 1376

R.O.W. OWNERSHIP TABLE		
TRACT	OWNER	RECORDING
OW1	MEO ENTERPRISES, LLC	INST. NO. D218075101 O.P.R.T.C.T.
OW2	ELLER MEDIA COMPANY	VOL. 14819, PG. 20 D.R.T.C.T.
ST1	STATE OF TEXAS	VOL. 4675, PG. 118 D.R.T.C.T.
ST2	CITY OF ARLINGTON	INST. NO. D212143708 O.P.R.T.C.T.
ST3	CITY OF ARLINGTON	INST. NO. D212152564 O.P.R.T.C.T.

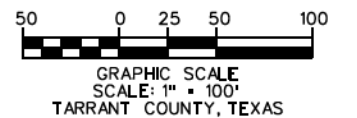


LEGEND

- 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
- O.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.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S70°23'57"E	182.50'
L2	S43°13'57"E	15.24'
L3	N00°31'03"W	168.95'
L4	N04°05'48"E	85.43'
L5	N04°05'48"E	85.43'
L6	N89°39'52"E	7.49'
L7	N89°39'52"E	18.96'
L8	N89°30'50"E	18.89'
L9	N41°35'45"E	28.23'
L10	N41°00'26"E	33.17'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	13°41'33" (RT)	337.53'	1412.40'	S77°14'44"E	336.73'
C2	1°53'02" (LT)	253.26'	974.93'	S77°50'28"E	252.55'
C3	2°52'36" (LT)	52.10'	120.00'	N11°55'15"E	51.69'
C4	20°52'31" (RT)	29.15'	80.00'	N13°55'18"E	28.99'
C5	18°16'38" (LT)	311.00'	974.93'	N76°55'08"E	309.68'



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	2374	05	066	IH 20
RCSJ	2374	05	087	

Utility Adjustment Agreement

Section 14. Utility Installation Request

SEC-U-0522

APPROVAL

To Max Aransen

City of Kennedale

405 Municipal Drive

Kennedale, TX 76060

Date 4/7/2023

Application No. FTW20230406140053

District App. No. 220S-WL-IH20-23

Highway IH 0020

Control Section 000813

Maintenance Section South Tarrant

County Tarrant

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. FTW20230406140053 (District Application No. 220S-WL-IH20-23) dated 4/7/2023 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Douglas Fain
Title ROW Project Manager
District Fort Worth

APPROVAL

To Max Aransen

City of Kennedale

405 Municipal Drive

Kennedale, TX 76060

Date 4/6/2023

Application No. FTW20230406143711

District App. No. 220S-SS-IH20-23

Highway IH 0020

Control Section 237405

Maintenance Section South Tarrant

County Tarrant

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. FTW20230406143711 (District Application No. 220S-SS-IH20-23) dated 4/6/2023 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

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Texas Department of Transportation
By Douglas Fain
Title ROW Project Manager
District Fort Worth

Utility Adjustment Agreement

Section 15. RFC Plans

SEC-U-0522

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

MEETING DATE: JUNE 20, 2023

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

SUBJECT

Consider approval of the proposed Neighborhood Park Zone Boundary Map.

ORIGINATED BY

Nathan Gonzales

SUMMARY

On July 9, 1998, City Council passed Ordinance 153 which created a neighborhood park land dedication policy and special fund to collect park fees paid in lieu of parkland dedication. One of the requirements of this policy was that the city could only utilize funds within a designated geographic region, or park zone, in which the funds were collected. Funds could be utilized in an adjacent park zone under certain conditions outlined in the policy, however, this was limited to two miles from the boundary line of the zone in which the funds originated from. City Ordinance 153, however, did not put in place a park zone map but instead tasked the Parks Board and the Planning and Zoning Commission to present a recommendation to City Council for such a map.

To date, staff has been unable to locate said map or details of one ever being created. As a result, the Park Land Dedication Fund has accumulated fees over a period time, however the city is unable to utilize the funds until a map is adopted by City Council.

The Planning and Zoning Commission considered the map on Thursday, June 8, 2023, and recommended approval unanimously. The Parks and Recreation Board considered the map on Tuesday, June 13, 2023, and recommended approval unanimously.

Attached is the proposed Neighborhood Park Zone Boundary Map which consists of three zones, all of comparable size, which each contiguous to the other.

RECOMMENDATION

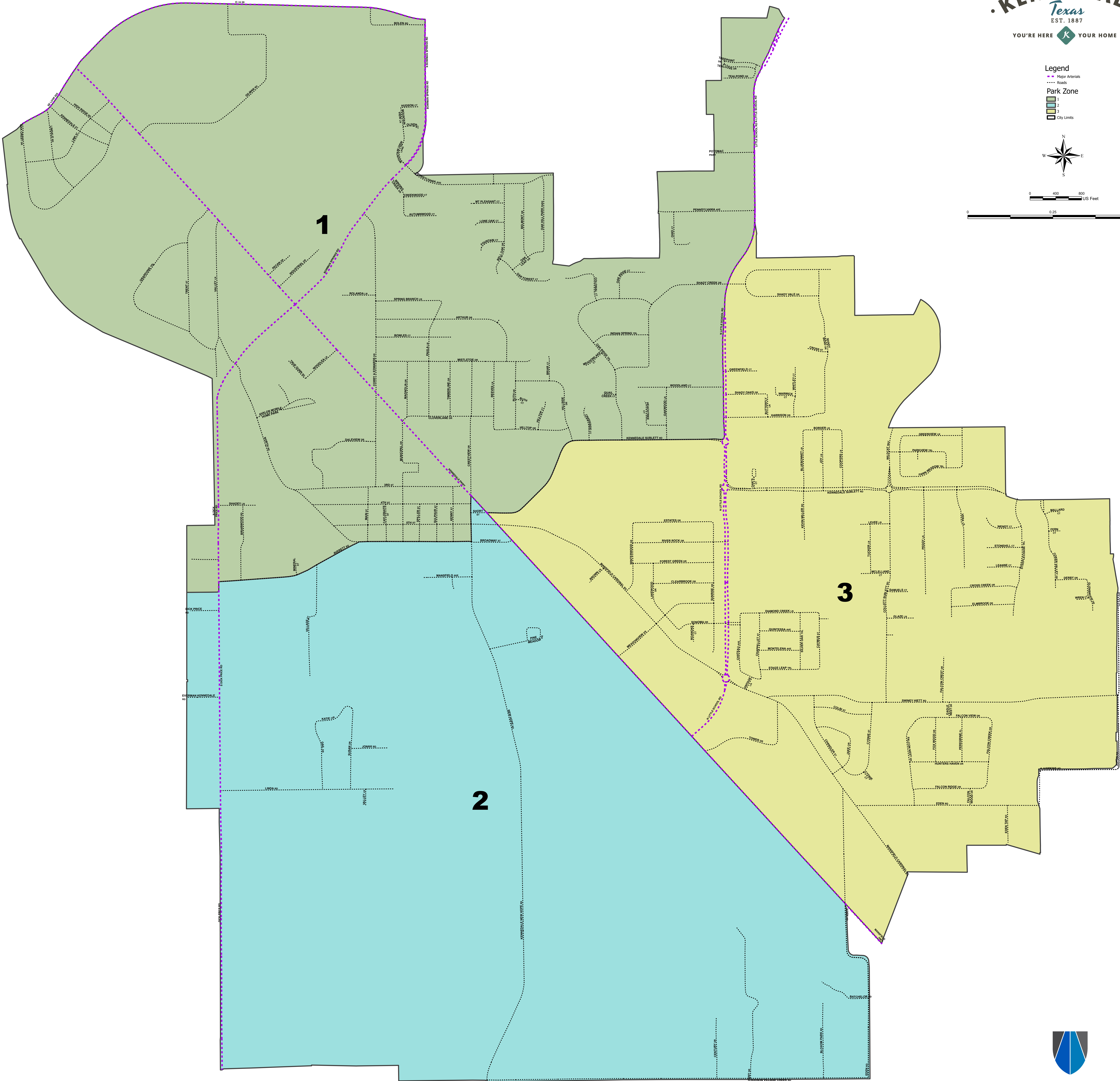
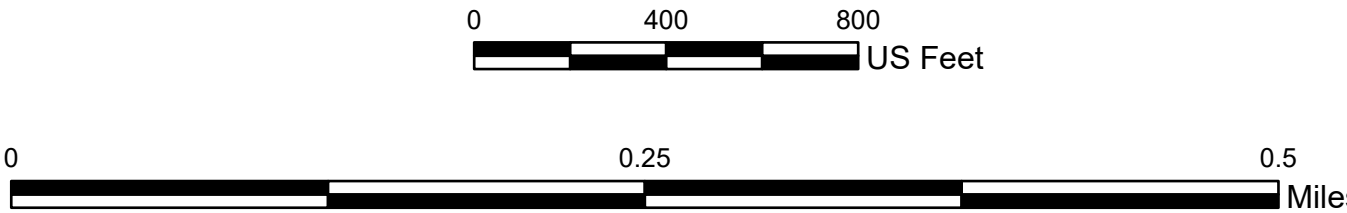
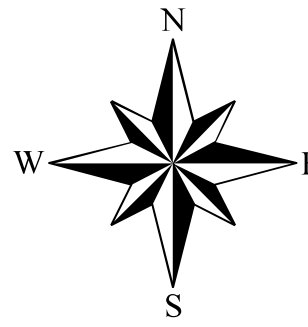
ATTACHMENTS

1.	Park Zone Map	Park Zone Map.pdf
2.	GeoAbutter from Sonora Park	GeoAbutter from Sonora Park.jpg

Neighborhood Park Zone Boundary Map



- Legend
- Major Arterials
 - Roads
 - Park Zone
 - City Limits



SHIELD
ENGINEERING GROUP

Created by: Shield Engineering Group, PLLC
Last Updated: 6/2/2023 8:38 AM
Folder: L:\Jobs\2014034.00 Ken EDR\64 Public Works GIS\Production Drawings\PublicWorks\



MEETING DATE: JUNE 20, 2023

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

SUBJECT

Discuss and take action on a resolution authorizing publication and posting of notice of intention to issue certificates of obligation to finance the acquisition, construction, and equipping of various public improvement projects totaling \$17.4 million.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Reso - Notice of Intention -2023 Kennedale COs-1	Reso - Notice of Intention -2023 Kennedale COs-1.pdf
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RESOLUTION NO. ____

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
TO FINANCE THE ACQUISITION, CONSTRUCTION, AND EQUIPPING
OF VARIOUS PUBLIC IMPROVEMENT PROJECTS

THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE

§
§
§

WHEREAS, the City Council of the **CITY OF KENNEDALE, TEXAS** (the “**City**”) hereby determines that it is necessary and desirable to: (i) acquire, construct and equip street, sidewalk and drainage improvements a various locations in the City, together with utility relocation and other improvements incidental thereto and (ii) acquire, construct, repair, extend, equip, and improve the City’s waterworks and sewer system (collectively, the “**Projects**”); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of one or more series of “*Combination Tax and Revenue Certificates of Obligation*” issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of \$17,400,000 for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. APPROVAL OF NOTICE OF INTENTION. Attached hereto as *Exhibit A* is a form of the “*Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation*,” the form and substance of which is hereby adopted and approved. The City Manager, City Secretary, and Director of Finance of the City are each authorized to make changes to the Notice as necessary prior to its publication and posting as described in Sections 3 and 4 below.

SECTION 2. PUBLICATION OF NOTICE OF INTENTION IN NEWSPAPER. The City Secretary shall cause the Notice to be published in substantially the form attached hereto in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 3. POSTING OF NOTICE OF INTENTION ON CITY'S WEBSITE. The City Secretary shall further cause the Notice to be posted on the City's internet website beginning at least 45 days before, and continuing through, the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 4. INCORPORATION OF RECITALS. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS AT A REGULAR MEETING ON JUNE 20, 2023, AT WHICH MEETING A QUORUM WAS PRESENT.

Mayor
City of Kennedale, Texas

Attest:

City Secretary
City of Kennedale, Texas

(City Seal)

Signature Page to Notice of Intention Resolution Relating to the Issuance of
City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation

EXHIBIT A

**CITY OF KENNEDALE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Kennedale, Texas (the “City”) does hereby give notice of intention to issue one or more series of *City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed \$17,400,000 for the purpose of paying, in whole or in part, contractual obligations to (i) acquire, construct and equip street, sidewalk and drainage improvements at various locations in the City, together with utility relocation and other improvements incidental thereto and (ii) acquire, construct, repair, extend, equip, and improve the City’s waterworks and sewer system (collectively, the “Projects”), and paying all or a portion of the legal, fiscal, and engineering fees in connection with the Projects and costs of issuance related to such Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of “Surplus Revenues,” if any, received by the City from the ownership and operation of the City’s municipal waterworks and sewer system. The current principal of all currently outstanding debt obligations of the City is \$11,510,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$13,035,086, the estimated combined principal and interest required to pay the proposed Certificates on time and in full is \$26,874,075, the estimated interest rate for the proposed Certificates is 4.50%, and the maximum maturity date of the proposed Certificates is February 1, 2043. The prior statements regarding currently outstanding debt obligations of the City do not include debt that the City has designated as self-supporting and payable from revenues other than ad valorem taxes. The City Council proposes to authorize the issuance of such Certificates of Obligation at 5:30 p.m. on Tuesday, August 15, 2023, at a Regular Meeting at the City Hall, City of Kennedale, Texas.

/s/ Jan Joplin

Mayor, City of Kennedale, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE

§
§
§

I, the undersigned City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in Regular Meeting on June 20, 2023, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Jan Joplin, Mayor
Rockie Gilley, Councilmember Place 1
Brad Horton, Councilmember, Place 2
Kenneth Michels, Councilmember, Place 3
Austin Degenhart, Place 4
Jeff Nevarez, Councilmember, Place 5

and all of the officers and members of the City Council were present, except the following absentees: _____

, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF VARIOUS PUBLIC IMPROVEMENT PROJECTS

(the "Resolution") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 20th day of June, 2023.

City Secretary, City of Kennedale, Texas

(SEAL)



MEETING DATE: JUNE 20, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.D.4.

SUBJECT

Appoint a Mayor Pro Tem.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.D.5.

SUBJECT

Approve an ordinance for a Senior Tax Freeze in the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Tax Freeze Ordinance.06162023	Tax Freeze Ordinance.06162023.docx
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ORDINANCE NO. 747

AN ORDINANCE OF THE CITY OF KENNEDALE AMENDING CHAPTER 11 “LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS, Article II.”, TO ADD NEW SECTION 11.23. “PROPERTY TAX FREEZE” TO THE CITY’S CODE OF ORDINANCES, ADOPTING AN AD VALOREM TAX FREEZE FOR RESIDENTIAL HOMESTEAD PROPERTY OWNERS WHO ARE DISABLED OR SIXTY-FIVE (65) YEARS OF AGE OR OLDER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas is a home rule city located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Article VIII, Section 1-b, subsection h, of the Texas Constitution allows municipalities and certain other taxing entities to establish an ad valorem tax freeze on residence homesteads of individuals disabled or age sixty-five (65) or older; and

WHEREAS, Section 11.261 of the Texas Tax Code governs the procedure under which a municipality or other taxing entity may adopt and regulate an ad valorem tax freeze; and

WHEREAS, the City Council believes it would be in the best interest of the citizens of Kennedale to provide for a tax freeze on the amount of property taxes on the homesteads of individuals disabled or age sixty-five (65) or older, beginning with tax year 2024.

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

SECTION 1

Chapter 11 “Licenses, Taxation and Miscellaneous Business Regulations”, Article II. “Ad Valorem Taxes” of the Code of Ordinances of the City of Kennedale, Texas, is hereby amended to add Section 11-23 as follows:

Sec. 11-23 Ad Valorem Tax Freeze.

(a) Effective with tax year 2024, the total amount of ad valorem taxes imposed on the residence homestead of a person who is disabled or sixty-five (65) years of age or older shall not be increased while it remains the residence homestead of that person.

(b) If the person who is disabled or sixty-five (65) years of age or older dies, the total amount of ad valorem taxes imposed on the residence homestead shall not be increased while it remains the residence homestead of that person's surviving spouse if:

(1) the surviving spouse is disabled or sixty-five (65) years of age or older when the individual dies; and

(2) the residence homestead of the individual:

(A) is the residence homestead of the surviving spouse on the date that the individual dies; and

(B) remains the residence homestead of the surviving spouse.

(c) Notwithstanding subsections (a) and (d), taxes on the residence homestead may be increased to the extent the value of the homestead is increased by improvements other than repairs and other than improvements made to comply with governmental requirements.

(d) A tax limitation imposed under this section expires if on January 1:

(1) none of the owners of the structure who qualify for the limitation provided by this section for an individual who is disabled or sixty-five (65) years of age or older and who owned the structure when the limitation provided by this section first took effect is using the structure as a residence homestead; or

(2) none of the owners of the structure qualifies for the limitation provided by this section for an individual who is disabled or sixty-five (65) years of age or older.

SECTION 2 CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of all existing ordinances and of the Code of Ordinances of the City of Kennedale, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such existing ordinances and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION 3 SEVERABILITY CLAUSE

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

SECTION 4
EFFECTIVE DATE

This Ordinance shall be in full force and effect on January 1, 2024.

PASSED AND APPROVED ON THIS 20th DAY OF JUNE, 2023.

JAN JOPLIN
MAYOR

ATTEST:

RAEANNE BYINGTON
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CARVAN E. ADKINS
CITY ATTORNEY



MEETING DATE: JUNE 20, 2023

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.E.

SUBJECT
PUBLIC HEARINGS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



MEETING DATE: JUNE 20, 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: JUNE 20, 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: JUNE 20, 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: JUNE 20, 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