KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | JANUARY 20, 2026 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

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. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

III. PUBLIC HEARING

A. **PZ CASE #25-17** to RESUME a public hearing and consider a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060. ** This Item is a CONTINUATION from the December 16, 2025 City Council Meeting**

B. **PZ CASE #25-20** to conduct a public hearing and consider a proposed zoning change from "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" for properties located at 4365 Dick Price Rd., Parcel 04189140, SNIDER, E S SURVEY Abstract 1445 Tract 1A .721 AC INTO PLAT D21707184, 4365 S Dick Price Rd., Parcel 42293721, SNIDER ADDITION, Block 1, Lot 1 and 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184 of the City of Kennedale, Tarrant County, Texas, 76060.

C. **PZ CASE #25-21** to conduct a public hearing and consider a proposed zoning change from "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" for the property located at 7205 Hudson Village Creek Rd., Parcel 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 of the City of Kennedale, Tarrant County, Texas, 76060.

D. **PZ CASE #25-22** to conduct a public hearing and consider a proposed zoning change from "OT 4 – OLD TOWN SUB-DISTRICT 4" to "PD –

PLANNED DEVELOPMENT" for the property located at 429 W Kennedale Pkwy, Parcel 43121546, WOODLEA ACRES ADDITION Block 2, Lot 5R1R1 of the City of Kennedale, Tarrant County, Texas, 76060.

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 the City of Kennedale Mayor and City Council
2. Updates from the City of Kennedale City Manager
    a. Texas Department of Transportation Bump Outs
3. Financial Reports for the City - Jon Horton
    a. Quarterly Investment Reports

B. 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. Resolution R642- A Resolution of the City Council of the City of Kennedale, Texas, Calling for a General Election to be held on May 2, 2026, to elect the Mayor as well as City Council Places 2 and 4 for a Term of Two years, Approving entering into a Joint Election Agreement with Tarrant Councy Elections and Establishing Procdeures for the General Election.
2. December 16, 2025 City Council Minutes

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. **Ordinance # 791** PZ CASE #25-17 to RESUME and consider a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060. ** This Item is a CONTINUATION from the December 16, 2025 City Council Meeting**
2. **Ordinance # 792** PZ CASE #25-20 to consider a proposed zoning change from "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" for properties located at 4365 Dick Price Rd., Parcel 04189140, SNIDER, E S SURVEY Abstract 1445 Tract 1A .721 AC INTO PLAT D21707184, 4365 S Dick Price Rd., Parcel 42293721, SNIDER ADDITION, Block 1, Lot 1 and 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY Abstract 1445 Tract 1

1969 12 X 56 .336 AC INTO PLAT D217007184 of the City of Kennedale, Tarrant County, Texas, 76060.

3. **Ordinance # 793** PZ CASE #25-21 to consider a proposed zoning change from “C2 – GENERAL COMMERCIAL DISTRICT” TO “I – INDUSTRIAL DISTRICT” for the property located at 7205 Hudson Village Creek Rd., Parcel 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 of the City of Kennedale, Tarrant County, Texas, 76060.

4. **Ordinance #794** PZ CASE #25-22 to consider a proposed zoning change from “OT 4 – OLD TOWN SUB-DISTRICT 4” to “PD – PLANNED DEVELOPMENT” for the property located at 429 W Kennedale Pkwy, Parcel 43121546, WOODLEA ACRES ADDITION Block 2, Lot 5R1R1 of the City of Kennedale, Tarrant County, Texas, 76060.

5. Fort Worth Contract regarding Dick Price Road renovations

V. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale City Council determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

A. Chapter 551.Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property;
Description: Proposed Land Purchase

B. Chapter 551, Section 551.071 consultation with counsel on legal matters;
Description: YMCA Contract Update

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

VII. ADJOURNMENT

CERTIFICATION: I DO HEREBY CERTIFY THAT THE JANUARY 20, 2026 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.

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.

A QUORUM OF THE KENNEDALE EDC, THE KENNEDALE PLANNING AND ZONING COMMISSION, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.A.

SUBJECT
PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY Edward McRoy Community Development Director

REQUEST SUMMARY

This zoning change request was originally heard by the Planning and Zoning Commission on July 25, 2024 where a recommendation to approve the request was sent to City Council. Subsequently, on November 19, 2024, Kennedale City Council held a public hearing in which many of the residents voiced their opposition to the rezone request. The motion to approve the zoning change request failed by a 3-2 vote.

After waiting the required year, the applicant returned on November 20, 2025 with the same zoning change request. The Planning and Zoning Commission voted unanimously to recommend approval of the rezone request with the condition that the applicant maintain an open line of communication with the surrounding parcel owners. On December 22, 2025 the City Council opened and then continued a public hearing on this matter to January 20, 2026 based on a request by the applicant.

BACKGROUND INFORMATION

The subject property is approximately 10.27 acres and has been developed as the 287 Alta Landing Apartments. The current zoning for the property is MF-Multifamily District. The applicants have requested a zoning change to a PD-Planned Development. The site is developed but has a non-conforming status. The proposed zoning and site modifications would resolve these issues.

Specific areas of concern addressed in this request include shown carports being removed, relocation of dumpsters away from the bordering residents, increased landscaping, additional screening fence height, the addition of vehicle safety barriers and a prohibition on elevated parking structures.

As of the writing of this report opposition from property owners within 200" of this site has been determined to be 59.11%. The TLGC 60%-rule threshold *[TLGC §. A 211.0061 (3)]* has not been reached in this case. Standard voting rules therefore apply.

(The Review below is from former Community Development Director Nathan's Gonzalez)
STAFF REVIEW:

ZONING REVIEW

In the Spring of 2023, the City Council changed the maximum density from 16 units an acre to 8 units an acre in the MF-Multifamily District in the Spring of 2023. This in and of itself created a nonconformity regarding the density at Alta Landing which sits at 27 units an acre, meeting the intent of an Urban Village envisioned by the city's adopted Future Land Use Plan. **To be clear, no new apartment units or buildings are being proposed**. The density noted in the PD

Development Standards set the limit at what exists today at 27. Another benefit of the proposed rezoning is that the **PD would establish an adopted site plan that delineates the location of guard rails, the new dumpster enclosure locations, and required landscaping over and above what the current zoning district requires.** The rezone to a Planned Development would assist in addressing zoning nonconformities that exist at the location (density, building height, lot coverage) while at the same time improving the quality of life for residents who have noted their concerns.

LAND USE COMPATIBILITY

A point of discussion previously raised during the previous public hearing was the reasoning for wanting to rezone to PD. The proposed PD aims to improve compatibility with adjacent uses as noted in Section 9.1 of the Unified Development. A major complaint raised by nearby residents was the current location of the dumpsters and the noise the trash trucks create during pickup times. The current MF zoning does not include any requirements for refuse container locations. The UDC briefly discusses refuse containers in Section 10.11 but simply prohibits them located In a front or side yard and requires them to be screened from view. However, Planned Developments specifically prohibit waste receptacles to be placed along the perimeter of the PD as noted in Section 9.2 (D). If the PD is approved, the owners would be required to relocate the dumpsters. The site plan included within the PD would cement their locations via city ordinance.

Although it may not be preferable to some, multi-family residential and single-family residential are compatible with one another in that they are both residential uses by nature and by right. As the existing land use will remain the same, staff has found the proposed PD *consistent* with land use compatibility in the area.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan (FLUP) envision this part of town to be developed as an *Urban Village* (See Figure A). Sample development types include lofts/apartments, retail, restaurants, and plazas.

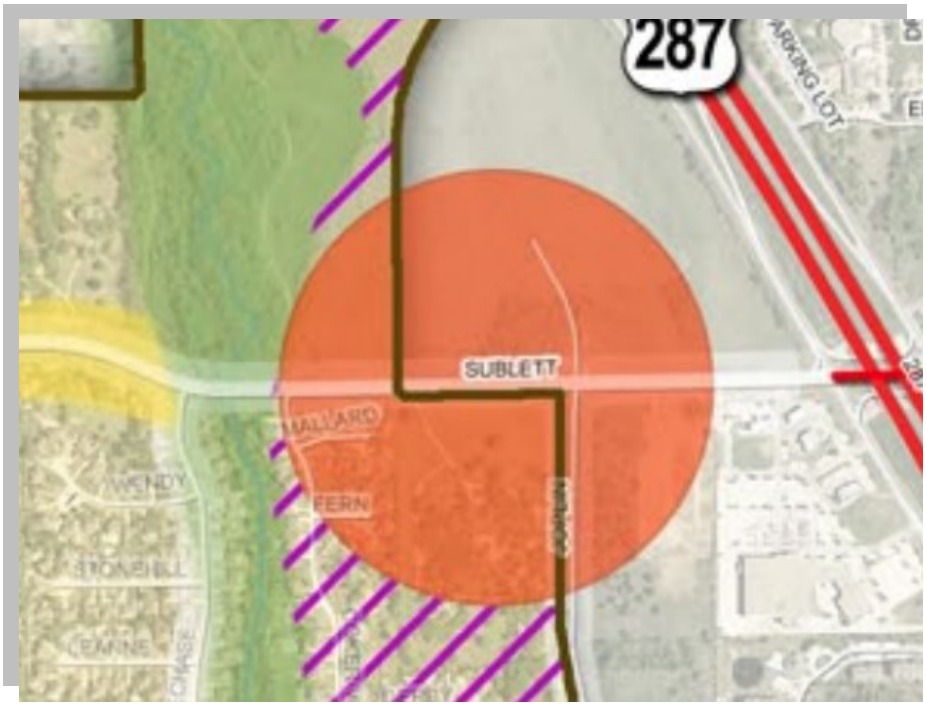

Figure A- Future Land Use Plan

Since the construction of Alta Landing, the urban village concept has taken shape in the built environment at this exact location, spurring the construction of nearby retail and restaurant uses.

The proposed rezoning is *consistent* with the Comprehensive Plan and Future Land Use Plan.

RECOMMENDATION

The applicant’s request for a zoning change to “PD-Planned Development” is compatible with the existing land use and is consistent with the current Comprehension Plan, therefore staff has recommended approval.

Land Use Compatibility:	The requested change ***is compatible.***
Comprehensive Plan Consistency:	The requested change ***is consistent.***
Future Land Use Plan Consistency:	The requested change ***is consistent.***
Staff Recommendation:	***Approve***

ATTACHMENTS

1.	Zoning Application Form Signed
2.	Property Owner Affidavit Signed and Notarized
3.	11.20.2025 - Publisher's Affidavit
4.	3100 Joplin 200' Buffer Map
5.	3100 Joplin 200' Address List
6.	Address Labels
7.	PZ Case 25-17 200' Buffer Letter
8.	PZ Case 24-17 KISD 200' Buffer Letter
9.	200’ Opposition Letter Results
10	200’ Opposition Map
11.	Project Narrative
12.	PD Development Standards Alta Landing
13.	Alta Landing - Overall Planting Plan
14.	Alta Landing Site Plan (12.4.25)
15.	Proposed Ordinance

Revised January 2023

Permit Number

APPLICATION
ZONING CHANGE

Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: $500.00 for properties less than 10 acres and $1,500.00 for 10 or more acres
- ☐ Project Narrative
- ☐ Concept Plan and any proposed elevations/floorplans

Applicant Information

Applicant Name: William S. Dahlstrom, Jackson Walker LLP

Applicant Title: Land Use Attorney

Applicant Address: 2323 Ross Avenue, Suite 600 Dallas, TX 75201

Applicant Phone: 214-953-5932 Applicant Email: wdahlstrom@jw.com

Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Address: 5440 Harvest Hill Road, Suite 206 Dallas, TX 75230

Owner Phone: 469-206-4572 Owner Email: ryan.miller@woodpartners.com

Property Information

Property Address: 3100 Joplin Road

Property Legal Description: Lot 2R, Block 1, Vaquero Coker Addition

Present Use of Property: Multi-family residential complex

Present Zoning of Property: Multi-Family (MF)

Desired Zoning of Property: Planned Development (PD)

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Signature of Applicant: _____ Date: 10.16.25

For Office Use Only

Completeness Check

Application form completely filled and signed?	☐ Yes	☐ No
Attached site plan?	☐ Yes	☐ No
Attached legal description of property?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign _____ **Date** _____

Preliminary Planning and Zoning Review

Current zoning: _____ **Proposed zoning:** _____

Required attachments are complete and correct?	☐ Yes	☐ No
Is proposed use permitted under requested zoning?	☐ Yes	☐ No

Sign _____ **Date** _____

City of KENNEDALE Texas EST. 1887

OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: 3100 Joplin Road

Legal Description: Vaquero Coker Addition, Block 1, Lot 2R

Applicant: Bill Dahlstrom, Jackson Walker LLP

Type of P&Z Request: Planned Development (PD) Zoning Request

I, Ryan Miller, current owner of the above mentiond property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Comission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Signature: [signature]

Date: 10/16/25

****

Sworn To and Subscribed before me by Ryan Miller

ON THIS 16th DAY OF October, 20 25

KATIE RAINWATER
Notary Public, State of Texas
Comm. Expires 05-30-2027
Notary ID 134382746

Katie Rainwater

Notary Public, Tarrant County, Texas

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
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Ledger-Enquirer
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Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
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Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
42572	IPL0286884	Legal Ad - IPL0286884	11 20 25 NOPH	1.0	48.0L

ATTENTION: CITY OF KENNEDALE IP
405 MUNICIPAL DR
KENNEDALE, TX 76060-2249
citysecretary@cityofkennedale.com;bdahl@cityofkennedale.com;tcox@cityofkennedale.com

City of kennedale
Notice of Public Hearing

The Kennedale PLANNING AND ZONING COMMISSION will hold a public hearing ON THURSDAY, November 20, 2025 AT 6:00 PM for the following caseS in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060, WITH A SUBSEQUENT PUBLIC HEARING for the caseS WILL BE HELD BY THE CITY OF KENNEDALE CITY COUNCIL ON december 16, 2025 AT 5:30 PM ALSO LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from “MF – multi-family” to a “pd – planned development” for the property located at 3100 Joplin RD, PARCEL 42979020, vaquero coker addition, block 1, lot 2r1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.
PZ CASE #25-18 to conduct a public hearing and consider a replat of the propertIES located at 116 brown lane, PARCEL 00241253, BOAZ, CA SUBD OF J B RENFRO Lot 6B1A & 6C3 AND 440 MANSFIELD CARDINAL RD, PARCEL 00241237, BOAZ, CA SUBD OF J B RENFRO Lot 6BOF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.
Interested persons are encouraged to attend the public hearings to offer public comments or provide written comments prior to the meeting to: community development department, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call (817) 985-2105
IPL0286884
Nov 2 2025

THE STATE OF TEXAS
COUNTY OF TARRANT

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

1.0 insertion(s) published on:
11/02/25 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Julie A Ambry

DIGITALLY SIGNED

Sworn to and subscribed before me on Nov 3, 2025, 9:53 AM EST

OFFICIAL SEAL
JULIE A AMBRY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 1010931
MY COMMISSION EXPIRES MAY 28, 2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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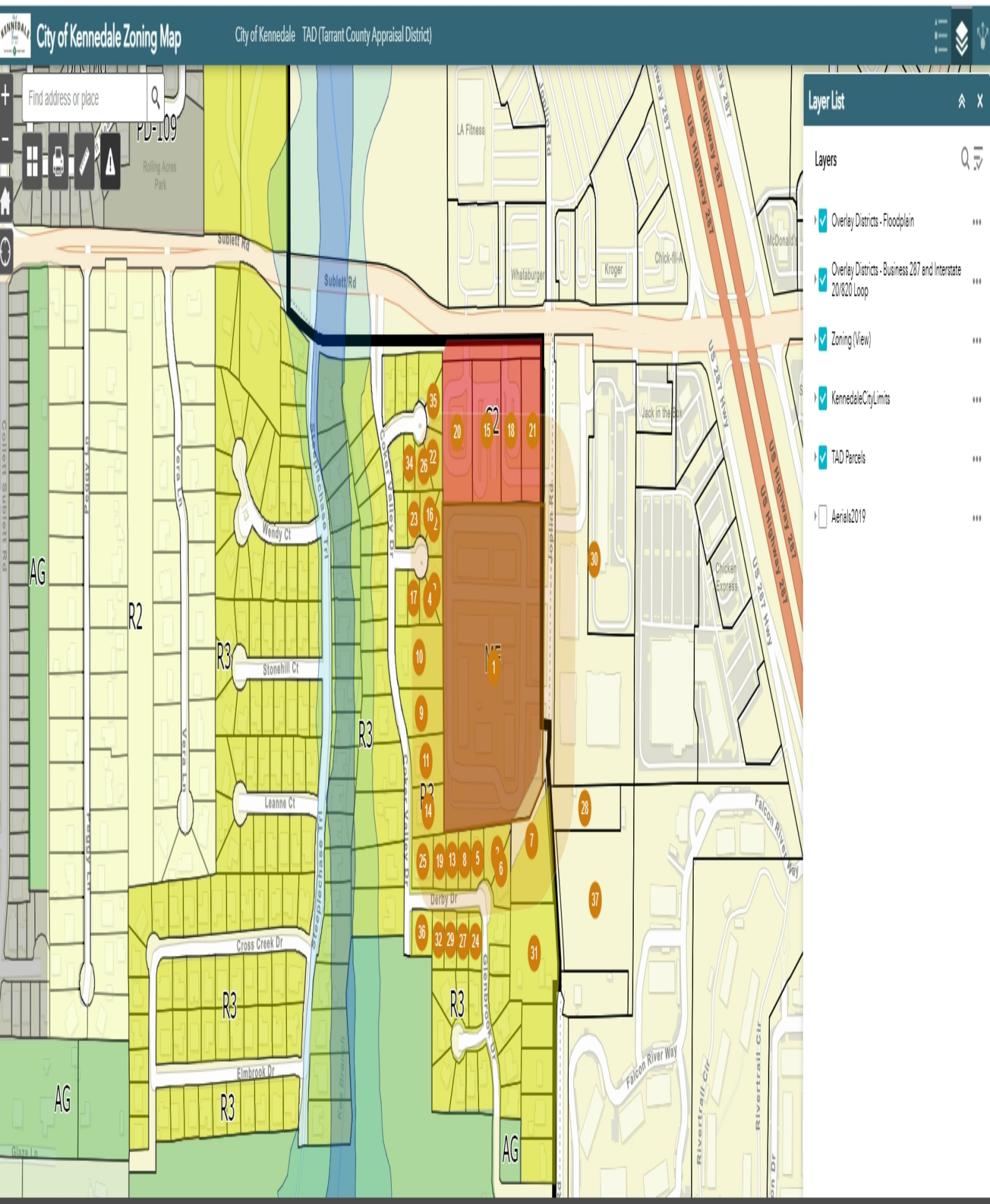

City of Kennedale Zoning Map
City of Kennedale TAD (Tarrant County Appraisal District)
Find address or place
Layer List
Layers
Overlay Districts - Floodplain
Overlay Districts - Business 287 and Interstate 20/820 Loop
Zoning (View)
KennedaleCityLimits
TAD Parcels
Aerials2019
PD-109
Rolling Acres Park
Sublett Rd
LA Fitness
Whataburger
Kroger
Chick-fil-A
McDonald's
Jack in the Box
Chicken Express
US Highway 287
US 287 Hwy
Joplin Rd
Collett Sublett Rd
Peggy Ln
Vera Ln
Steeplechase Trl
Cedar Valley Dr
Wendy Ct
Stonehill Ct
Leanne Ct
Cross Creek Dr
Elmbrook Dr
Derby Dr
Glenbrook Dr
Falcon River Way
Rivertrail Cir
Glaze Ln
AG
R2
R3
MF
DOWNLOAD CSV
1 Feet: 0.35 ALTA 287 OWNER LLC JOPLIN RD
2 Feet: 412.71 HARDY CORNELIUS R 1406 FERN CT
3 Feet: 416.14 LINDSAY CHRISTINA 1411 DERBY DR
4 Feet: 430.52 MCCARTNEY CLAIRE 1404 FERN CT
5 Feet: 436.61 MARTIN PRISCILLA 1409 DERBY DR
6 Feet: 449.88 FILOMENO AND DEBRA SAN... 416 GLENBROOK DR
7 Feet: 456.33 FILOMENO & DEBRA SANCH... 3208 HAWKINS JOPLIN RD
8 Feet: 464.03 RESTREPO FABIAN 1407 DERBY DR
ncident
TAD Parcels

displayname	owner address	city
5360 KENNEDALE ROAD LLC	PO BOX 440	SEDALIA
ALFORD PETER	1405 DERBY DR	KENNEDALE
ALTA 287 OWNER LLC	5440 HARVEST HILL RD STE 206	DALLAS
ATCHLEY WILLIAM	1400 FERN CT	KENNEDALE
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	KENNEDALE
CARRASCO THOMAS E	1403 DERBY DR	KENNEDALE
CONLIN MEREDITH	5807 VILLAGE GLEN TR	ARLINGTON
COOK DAHL B	1402 DERBY DR	KENNEDALE
DENNIS KENNETH D	5904 WILLOW VIEW	ARLINGTON
DREW ROBERT JR	1401 FERN CT	KENNEDALE
FILOMENO AND DEBRA SANCHEZ FAMILY TRUST	416 GLENBROOK DR	KENNEDALE
FARRELL TYLER B	1401 MALLARD CT	KENNEDALE
FLORES GILBERT	1409 MALLARD CT	KENNEDALE
GONZALEZ ELIAZAR	1405 MALLARD CT	KENNEDALE
HALL SHARON KAY	1402 MALLARD CT	KENNEDALE
HARDY CORNELIUS R	1406 FERN CT	KENNEDALE
HIVALE JOHN S	418 COKER VALLEY DR	KENNEDALE
KETNER RICHARD L II	1406 MALLARD CT	KENNEDALE
KREIGER VICTOR E	1402 FERN CT	KENNEDALE
LINDSAY CHRISTINA	1411 DERBY DR	KENNEDALE
LIZARRAGA RICHARD KEVIN	1405 FERN CT	KENNEDALE
M & K APARTMENTS INC	14311 BISCAYNE BLVD #2377	MIAMI
MARKS AL	408 COKER VALLEY DR	KENNEDALE
MARTIN PRISCILLA	1409 DERBY DR	KENNEDALE
MCCARTNEY CLAIRE	1404 FERN CT	KENNEDALE
MOORE LISA	1403 FERN CT	KENNEDALE
MOTT CARLOS	414 COKER VALLEY DR	KENNEDALE
MURPHY BRANDON J	3224 JOPLIN RD	KENNEDALE
NICHOLS MATTHEW B	410 COKER VALLEY DR	KENNEDALE
OWENS MILLIE D	1404 MALLARD CT	KENNEDALE
PEREZ DANIEL	1407 FERN CT	KENNEDALE
PISORS JONATHAN	1403 MALLARD CT	KENNEDALE
PS LPT PROPERTIES INVESTORS	701 WESTERN AVE	GLENDALE
RAMIREZ PATRICIA	2131 WATERFIELD CT	GRAND PRAIRIE
RESTREPO FABIAN	1407 DERBY DR	KENNEDALE
RIFFE JOHN	1407 MALLARD CT	KENNEDALE
SALEH NARMEEN AHMAD	1406 DERBY DR	KENNEDALE
SALOMON DEVELOPMENT CO LP	750 B STREET STE 3130	SAN DIEGO
SCHIED BRIAN A	1407 MALLARD CT	KENNEDALE
THE C.A. LAURITZEN III FAMILY TRUST	147 BEEDE WAY	ANTIOCH
WATSON MICHAEL	412 COKER VALLEY DR	KENNEDALE
WEINER STEVEN J	416 COKER VALLEY DR	KENNEDALE

state	zip	situsaddress
CO	80135	5360 KENNEDALE SUBLETT RD
TX	76060	1405 DERBY DR
TX	75230	JOPLIN RD
TX	76060	1400 FERN CT
TX	76060	1404 DERBY DR
TX	76060	1403 DERBY DR
TX	76016	JOPLIN RD
TX	76060	1402 DERBY DR
TX	76017	6309 JOPLIN RD
TX	76060	1401 FERN CT
TX	76060	416 GLENBROOK DR
TX	76060	1401 MALLARD CT
TX	76060	1409 MALLARD CT
TX	76060	1405 MALLARD CT
TX	76060	1402 MALLARD CT
TX	76060	1406 FERN CT
TX	76060	418 COKER VALLEY DR
TX	76060	1406 MALLARD CT
TX	76060	1402 FERN CT
TX	76060	1411 DERBY DR
TX	76060	1405 FERN CT
FL	33181	5330 KENNEDALE SUBLETT RD
TX	76060	408 COKER VALLEY DR
TX	76060	1409 DERBY DR
TX	76060	1404 FERN CT
TX	76060	1403 FERN CT
TX	76060	414 COKER VALLEY DR
TX	76060	3224 JOPLIN RD
TX	76060	410 COKER VALLEY DR
TX	76060	1404 MALLARD CT
TX	76060	1407 FERN CT
TX	76060	1403 MALLARD
CA	91201	6251 JOPLIN RD
TX	75052	1408 DERBY DR
TX	76060	1407 DERBY DR
TX	76060	1407 MALLARD CT
TX	76060	1406 DERBY DR
CA	92101	5320 KENNEDALE SUBLETT RD
TX	76060	1407 MALLARD CT
CA	94509	5350 KENNEDALE SUBLETT RD
TX	76060	412 COKER VALLEY DR
TX	76060	416 COKER VALLEY DR

5360 KENNEDALE ROAD LLC
PO BOX 440
SEDALIA, CO 80135

ALFORD PETER
1405 DERBY DR
KENNEDALE, TX 76060

ALTA 287 OWNER LLC
5440 HARVEST HILL RD STE 206
DALLAS, TX 75230

ATCHLEY WILLIAM
1400 FERN CT
KENNEDALE, TX 76060

BINGAMAN REVOCABLE TRUST
1404 DERBY DR
KENNEDALE, TX 76060

CARRASCO THOMAS E
1403 DERBY DR
KENNEDALE, TX 76060

CONLIN MEREDITH
5807 VILLAGE GLEN TR
ARLINGTON, TX 76016

COOK DAHL B
1402 DERBY DR
KENNEDALE, TX 76060

DENNIS KENNETH D
5904 WILLOW VIEW
ARLINGTON, TX 76017

DREW ROBERT JR
1401 FERN CT
KENNEDALE , TX 76060

FILOMENO AND DEBRA SANCHEZ
416 GLENBROOK DR
KENNEDALE , TX 76060

FARRELL TYLER B
1401 MALLARD CT
KENNEDALE, TX 76060

FLORES GILBERT
1409 MALLARD CT
KENNEDALE, TX 76060

GONZALEZ ELIAZAR
1405 MALLARD CT
KENNEDALE, TX 76060

HALL SHARON KAY
1402 MALLARD CT
KENNEDALE, TX 76060

HARDY CORNELIUS R
1406 FERN CT
KENNEDALE, TX 76060

HIVALE JOHN S
418 COKER VALLEY DR
KENNEDALE, TX 76060

KETNER RICHARD L II
1406 MALLARD CT
KENNEDALE, TX 76060

KREIGER VICTOR E
1402 FERN CT
KENNEDALE, TX 76060

LINDSAY CHRISTINA
1411 DERBY DR
KENNEDALE, TX 76060

LIZARRAGA RICHARD KEVIN
1405 FERN CT
KENNEDALE, TX 76060

M & K APARTMENTS INC
14311 BISCAYNE BLVD #2377
MIAMI, FL 33181

MARKS AL
408 COKER VALLEY DR
KENNEDALE, TX 76060

MARTIN PRISCILLA
1409 DERBY DR
KENNEDALE, TX 76060

MCCARTNEY CLAIRE
1404 FERN CT
KENNEDALE, TX 76060

MOORE LISA
1403 FERN CT
KENNEDALE , TX 76060

MOTT CARLOS
414 COKER VALLEY DR
KENNEDALE , TX 76060

MURPHY BRANDON J
3224 JOPLIN RD
KENNEDALE , TX 76060

NICHOLS MATTHEW B
410 COKER VALLEY DR
KENNEDALE, TX 76060

OWENS MILLIE D
1404 MALLARD CT
KENNEDALE, TX 76060

PEREZ DANIEL
1407 FERN CT
KENNEDALE, TX 76060

PISORS JONATHAN
1403 MALLARD CT
KENNEDALE, TX 76060

PS LPT PROPERTIES INVESTORS
701 WESTERN AVE
GLENDALE, CA 91201

RAMIREZ PATRICIA
2131 WATERFIELD CT
GRAND PRAIRIE, TX 75052

RESTREPO FABIAN
1407 DERBY DR
KENNEDALE, TX 76060

RIFFE JOHN
1407 MALLARD CT
KENNEDALE, TX 76060

SALEH NARMEEN AHMAD
1406 DERBY DR
KENNEDALE, TX 76060

SALOMON DEVELOPMENT CO LP
750 B STREET STE 3130
SAN DIEGO, CA 92101

SCHIED BRIAN A
1407 MALLARD CT
KENNEDALE, TX 76060

THE C.A. LAURITZEN III FAMILY TRUST
147 BEEDE WAY
ANTIOCH, CA 94509

WATSON MICHAEL
412 COKER VALLEY DR
KENNEDALE, TX 76060

WEINER STEVEN J
416 COKER VALLEY DR
KENNEDALE, TX 76060

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "MF – MULTI-FAMILY" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, December 18, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at least 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "MF – MULTI-FAMILY" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

A second public hearing for this case will be held before City Council on Tuesday, December 16, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

Jackson Walker LLP

William S. Dahlstrom
(214) 953-5932
wdahlstrom@jw.com

October 17, 2025

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

RE: Project Narrative Letter
Planned Development Request
Alta Landing
3100 Joplin Road

Dear Mr. Hull:

Thank you and Mayor Horton for meeting with us to talk about Alta Landing at 3100 Joplin Road. Per that meeting, we are submitting an application, accompanying this letter, for a Planned Development (PD) District.

Alta Landing is an existing 270-unit, conveniently located multifamily development offering a well-amenitized, high-quality community. Amenities that enhance the living experience at Alta Landing include a swimming pool and tanning deck; an outdoor kitchen grill area and seating; outdoor firepit; dog park; 24/7 fitness center, social clubroom featuring a kitchen, arcade, large TV, and shuffleboard; Wi-Fi lounge space with reservable private office spaces and conference room; coffee bar; bike racks, and more.

It is our understanding, based on previous conversations with City Staff, that the community is considered nonconforming. As noted in our meeting, such a classification could result in significant consequences, and it is best for the property to conform to zoning standards. Therefore, we respectfully request approval of the PD Development Standards included with this application to bring the existing development into conformance.

We propose several modifications as part of our PD application, as shown in the included draft PD Development Standards. Additionally, as an enhancement to the site, we propose additional landscape plantings throughout the property as shown on the included Landscaping Plan.

The proposed PD conforms to the City's Comprehensive Plan and UDC as follows:

A. Conformance with the City's Comprehensive Plan: The proposal conforms with the City of Kennedale Comprehensive Plan's designation for this Property which is "Residential

(High Density)." The Comprehensive Plan notes, "This land use recognizes the need for housing at more affordable price points and to accommodate younger families and mature adults wishing to live in the community without the burden of maintaining a home and a yard. These units range from duplexes to apartment complexes." While the complex exceeds the Comprehensive Plan's recommendation of an 8 units per acre maximum, which was a change adopted after the complex was constructed, the current number of units and density level is appropriate for the site and represents a typical density level for a quality multifamily community located in a suburban location.

B. Appropriate location for MF District: The UDC provides that the MF District "is established to meet the needs for medium to high density residential development where such areas are suitable for higher impact development and higher volume traffic while encouraging the provision of conveniently located rental accommodations." The property is contiguous to retail centers to the north and east. Single family residential uses are to the south and west, so the existing multifamily development serves as a buffer between the higher intensity retail centers and the lower intensity single family residential uses. Further, access in and out of the property is via Joplin Road to W. Sublett Road, a divided Boulevard on the City's Future Transportation Plan. Traffic from the multifamily development cannot go directly through the adjacent single-family development.

C. Conformance with Section 9.1(B,) *Purpose,* in the in the Unified Development Code: The proposal meets Section 9.1(B) *Purpose* as follows:

1. *Encourage innovation in land development in terms of variety, design, layout, and type of structures constructed.*

The layout of Alta Landing presents a more urban-style design with shorter building setbacks along the street and street trees. Surface parking is thereby shielded from public view by being located behind the street-lined buildings, providing pedestrians along the public sidewalk with a more enjoyable experience.

7. *Promote efficient provision of public services and utilities.*

Locating a multi-family development on this site such as Alta Landing also provides a more efficient use of utilities and infrastructure by serving a greater number of residents at a single location, as opposed to serving a less dense and more spread-out development.

D. Conformance with Qualifying Conditions (9.2): The proposal conforms to the Qualifying Conditions in the UDC as follows:

1. *Unified Control. The development shall be under the control of one (1) owner or group of owners and shall be capable of being planned and developed as an integral unit.* The existing multifamily development is under one owner group.

2. <u>*Minimum Acreage*</u>. *The gross area of a tract of land to be developed in a Planned Development District shall be a minimum of five (5) acres.* The property consists of approximately 11 acres.
3. <u>*Recognizable Benefit.*</u> The proposal complies with at least four (4) of the Recognizable Benefit criteria outlined in the Unified Development Code including the following per Section 9.2(C):

2. Pedestrian/transit-oriented design with buildings oriented to the sidewalk and parking to the side or rear of the site;

The building edge of Alta Landing along Joplin Road runs close and parallel to the street and sidewalk, with off-street surface parking behind the front, street-facing buildings. This helps to foster a more pedestrian-friendly experience along the sidewalk in front of Alta Landing, with trees provided between the sidewalk and street, and views of the attractive buildings rather than a parking lot.

3. High quality architectural design beyond the site plan requirements of this article;

The buildings are constructed of a variety of high-quality materials, varying roof pitches, and architectural fenestration is provided through off-sets between the main portions of the building and balconies and patios.

4. Extensive landscaping beyond the site plan requirements of this article;

In addition to the extensive trees and landscaping currently provided on the site, we will plant additional trees above and beyond the minimum requirements, including along the fence lines of the single-family residential properties, helping beautify the property and provide much-welcomed shade to residents and visitors.

7. Provision of open space or public plazas or features;

The existing Alta Landing complex contains numerous amenities and generous open space which will remain within the property.

9. Effective transition between higher and lower density uses, and/or between non-residential and residential uses; or allowing incompatible adjacent land uses to be developed in a manner that is not possible using a conventional approach;

There are existing non-residential uses to the east, across Joplin Road, including intensive uses such as a grocery store, drive-through restaurants, and a car wash. Alta Landing is appropriately located between a single-family neighborhood and multiple commercial uses. There is an additional

car wash immediately to the north of the property; Alta Landing helps buffer the effects of the car wash towards several single-family homes to the west and south of the Property.

4. *Compatibility with Adjacent Uses*. The location of uses or structures that are of a significantly different scale or character than the abutting residential districts, such as access drives, parking areas, waste receptacles, swimming pools, tennis courts, and facilities of a similar nature, are not located near the perimeter of the PD so as to negatively impact the residential use of adjacent lands.

5. *Comprehensive Plan*. The proposed PD is consistent with the Comprehensive Plan as previously established.

E. Section 27.7 of the UDC provides Standards of Approval for a PD which the proposal satisfies:

A. *The proposed PD complies with the Intent and all Qualifying Conditions of Section 9.2, respectively*. We have established that the proposal complies with the Qualifying Conditions in Section 9.2.

B. *The uses conducted within the proposed PD, the PD's impact on the community, and other aspects of the PD are consistent with the Comprehensive Plan*. The existing development complies with the Future Land Use Plan which recommends "Residential (High Density)".

C. *The proposed PD shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment, and the capacity of public services and facilities affected by the development*. The existing development is compatible with the contiguous nonresidential uses and provides a buffer between those uses and the adjacent single family residential uses.

D. *The PD shall not change the essential character of the surrounding area*. The development is existing. No changes are proposed to the existing Alta Landing complex.

E. *The PD shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes, or glare*. Again, the property is currently developed with a high-quality multifamily community.

F. *The PD shall not place demands on public services and facilities in excess of current or anticipated future capacity*. No changes are proposed to the property, so there will be no increased demand on public services.

We trust that with the analysis above, we have demonstrated that the proposal is reasonable and supported under the City's Comprehensive Plan and UDC. We look forward to working with you and the City of Kennedale to resolve the zoning for Alta Landing.

Please let us know if you have further questions or need additional information.

Thank you again for your assistance.

Sincerely,

William S. Dahlstrom, FAICP, JD

ALTA LANDING
DEVELOPMENT STANDARDS FOR MULTI-FAMILY (MF) RESIDENTIAL
(PLANNED DEVELOPMENT)

Alta Landing is an existing multi-family community located on the west side of Joplin Road (3100 Joplin Road) in Kennedale, Texas ("Property").

The intent of these planned development district guidelines is to continue to promote a community that upholds and enhances the quality of the surrounding environment and to allow for additional conforming regulations and standards for the existing development. This community features high-quality apartments that are desirable in a higher-density residential area.

I. **Purpose.** This Property is designed to allow a multi-family development consisting of a maximum of 270 dwelling units in 10 apartment buildings with one accessory amenity center. The Property owner or Property management entity shall maintain all common areas, private fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance. All existing development on this property shall continue to be permitted by right. Any changes or modifications shall also adhere to these requirements.

II. **In General.** In the event of a conflict between this ordinance and the site and landscape plans, the site and landscape plans shall prevail.

III. **Permitted Uses.** Land use and structures shall comply with uses permitted for multi-family residential districts (MF) as depicted and shown in the attached exhibits and in Section 3 of the City of Kennedale's Unified Development Code ("UDC") except as detailed in this ordinance.

IV. **Development Regulations.**

A) Development Standards: All regulations and standards for the Property shall comply with standards set forth in this ordinance. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

1. The following standards shall apply to the Property:

	Development Standards
Base Zoning	PD
Uses	"MF" , Multi-Family Residential District uses
Lot size (Minimum)	No minimum.
Density (Maximum)	270 dwelling units
Dwelling Unit Size (Minimum)	
Efficiency	582 square feet
One-bedroom	723 square feet

Two-bedroom	1,112 square feet
Three-bedroom	1,520 square feet
Setbacks (Minimum)	As shown on Site Plan
Building Height (Maximum)	45 Feet
Building Stories (Maximum)	3
Building Height – Accessory (Maximum)	26 Feet
Building Stories – Accessory (Maximum)	1
Impervious coverage	75%
Minimum parking setback	30 Feet
Parking (minimum)	400 spaces

2. Setbacks are as shown on the site plan. No internal setbacks for the property apply.
   a. Stairwells along Joplin are permitted to encroach into the setback as shown on the site plan.

3. Parking and Loading:
   a. All off-street parking shall be located as depicted and shown in the attached exhibits.
   b. Loading zone requirements shall be excluded from the development.
   c. A multi-level parking structure shall not be permitted on site.
   d. Carports shall not be permitted on site.

4. Signage: The monument sign shall be located as depicted and shown on the Site Plan.

V. Design Standards.

A) Building Form Standards:. All buildings constructed after the date of passage of this ordinance shall meet, at minimum, the building form and design standards outlined in the Unified Development Code at the time of adoption of this ordinance and be consistent with the existing structures. Existing structures are considered conforming in building form and design standards.

B) Fences/Walls/ Retaining Walls/ Guard Rails:

1. Fences, screen walls, retaining walls, and guard rails shown on the Site Plan shall be maintained by the owner .

2. All fencing and screening shall be consistent with the location as depicted in the attached exhibits. All fences, screen walls, retaining walls, and guard rails shall be allowed along the side and rear property lines and are not subject to any setback standards.

3. Two-foot extensions shall be added to the poles on the existing fence to create an eight-foot tall fence as shown on the Site Plan.

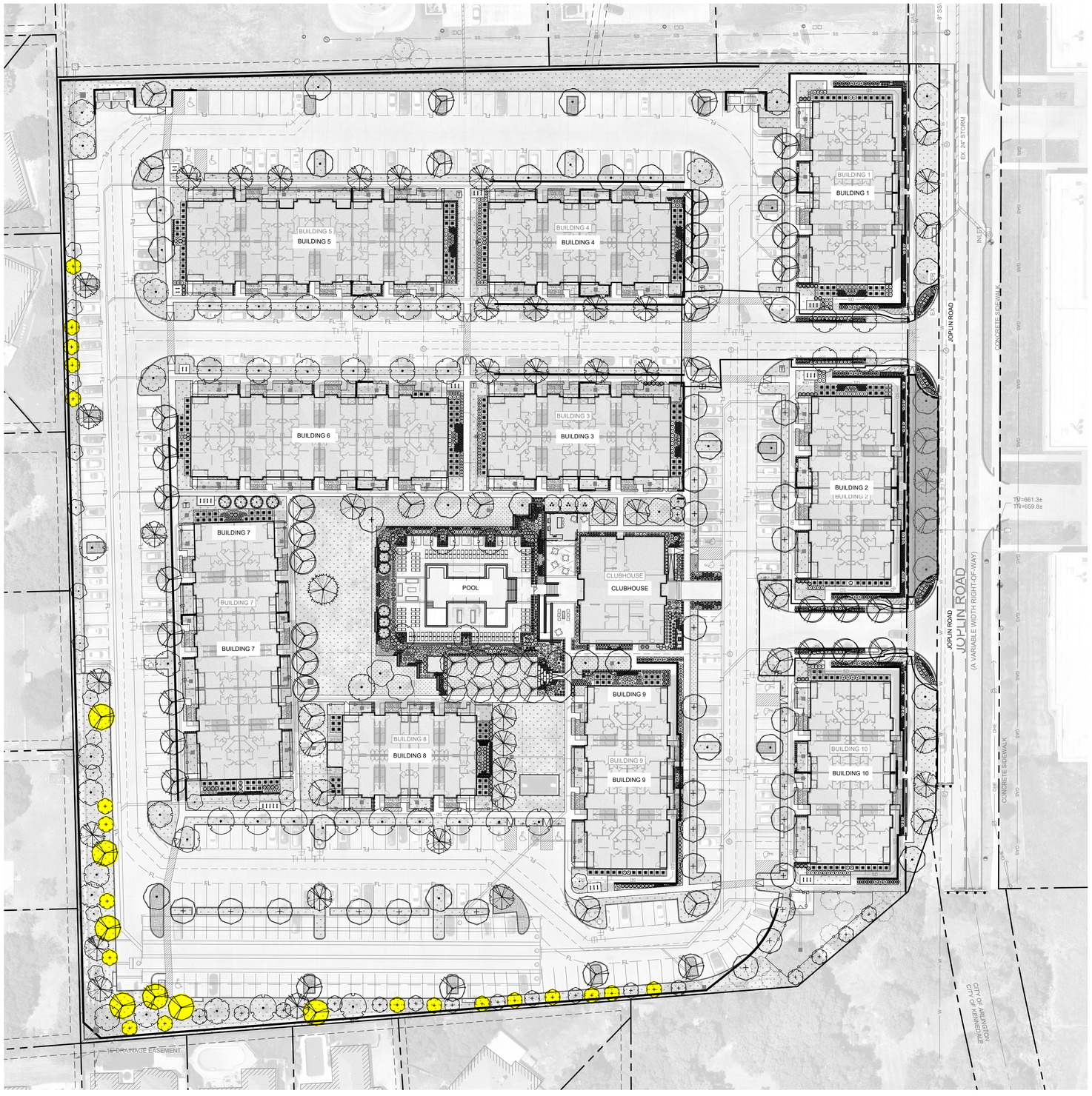
4. Guardrails shall be installed near the rear of the property as depicted and shown in the attached exhibits. The guardrail shall be installed within 6-months of the approval of this ordinance.

C) Landscaping: Landscaping shall conform to the Landscaping exhibit and must be maintained by the owner in a healthy growing condition. Additional trees shall be installed in the rear of the property as depicted and shown in the attached landscaping exhibit. The additional landscaping shall be installed no later than 6 months from the adoption of this ordinance. All site landscaping, including maintenance of the right-of-way, shall be maintained by the property owner.

VI. Annual Meeting and Notices

A) Annual Meeting. Representatives from the Steeplechase Homeowners Association and the Property owner or the Property management entity shall meet annually on-site, unless both the Steeplechase Homeowners Association and the Property owner or Property management entity agree that such a meeting is not necessary.

B) Notices. The Property owner or Property management entity will provide the Steeplechase Homeowners Association with at least thirty (30) days prior written notice before submitting an application to change or amend the zoning classification of the Property with the City of Kennedale.



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer barbatum `Caddo` / Caddo Southern Sugar Maple
	Ilex crenata `Sky Pencil` / Sky Pencil Japanese Holly
	Liquidambar styraciflua / American Sweet Gum
	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia
	Platanus mexicana / Mexican Sycamore
	Quercus macrocarpa / Burr Oak
	Quercus muehlenbergii / Chinkapin Oak
	Quercus polymorpha `Monterey` / Monterey Oak
	Quercus shumardii / Shumard Red Oak
	Quercus texana / Texas Red Oak
	Quercus virginiana / Southern Live Oak
	Taxodium distichum / Bald Cypress
	Ulmus alata / Winged Elm
	Ulmus crassifolia / Cedar Elm
	Ulmus parvifolia `Allee` / Allee Lacebark Elm
ORNAMENTAL TREES	**BOTANICAL / COMMON NAME**
	Cercis canadensis var. mexicana / Mexican Redbud
	Ilex vomitoria / Yaupon Holly
	Rhus lanceolata / Prairie Sumac

NOTE: PROPOSED TREES ILLUSTRATED ON THIS PLAN ARE A COMBINATION OF SOUTHERN LIVE OAKS AND YAUPON HOLLIES

PROPOSED TREE LOCATIONS

EXISTING TREE LOCATIONS

SCALE: 1"=40'

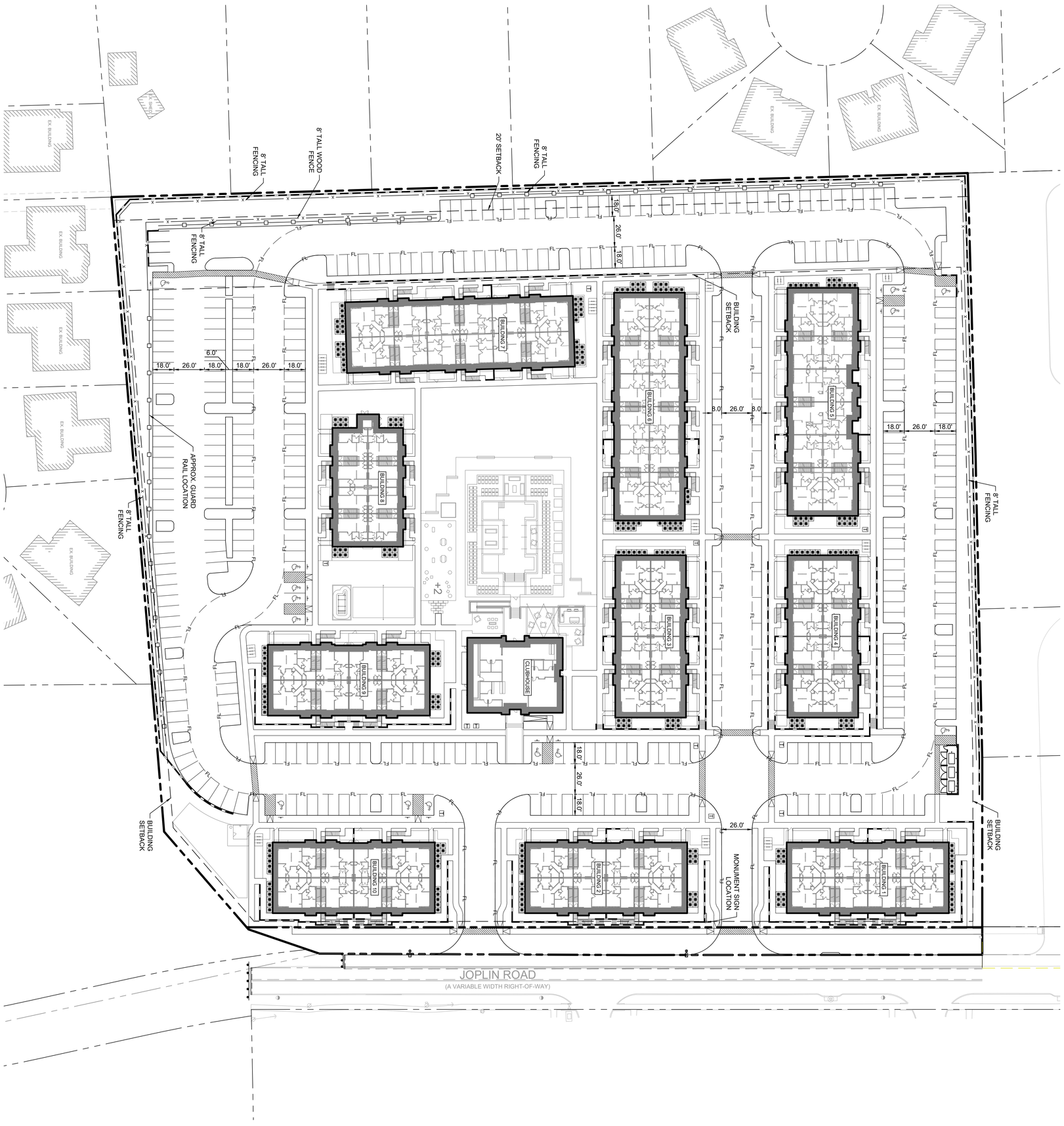
0 20' 40' 60' 100'

ALTA Landing ▪ KENNEDALE, TX ▪ PLANTING OVERALL PLAN

PN8520063 | 10.21.2025 | WOOD PARTNERS

LandDesign.

IMAGES
XREFS XREF v-survey - XREF v-site-other - XREF v-24x36 - XREF v-storm
PLOTTED BY SCOTT, SARAH 12/4/2025 4:38 PM
DWG NAME K:\DAL_CIVIL\067780330 - ALTA 287 KENNEDALE\CAD\EXHIBITS\DUMPSTER EXHIBIT (7.15.24).DWG
LAST SAVED 12/4/2025 4:37 PM
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



LEGEND

- PROPERTY LINE
- FIRELANE STRIPING
- BUILDING SETBACK LINE
- RETAINING WALL
- APPROX. FENCE LOCATION
- APPROX. GUARD RAIL LOCATION

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

EX.
SHEET NUMBER

SITE LAYOUT EXHIBIT

ALTA 287
LOT 2R, BLOCK 1
VAQUERO COKER ADDITION
KENNEDALE, TX

PROJECT No.	067780330
DATE:	FEB 2024
SCALE:	AS SHOWN
DESIGNED BY:	ABG
DRAWN BY:	RNI
CHECKED BY:	SES

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

No.	REVISIONS	DATE	BY

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Notification Results as of 01/12/2026

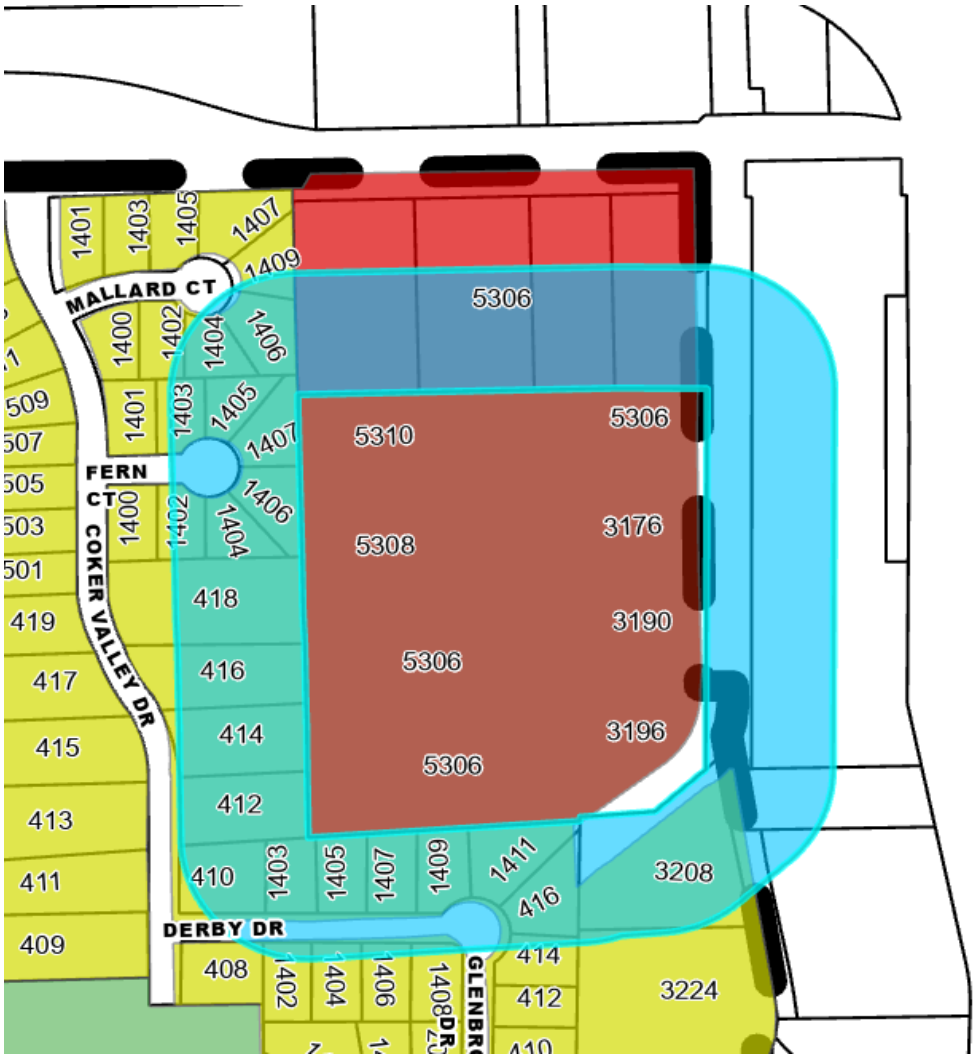
Properties Inside of 200' Buffer				
Owner_Name	Situs_Addr	Opposed	Area (AC) incl ROW	Notes
COOK, DAHL B	1402 DERBY DR	N	0.083	
KREIGER, VICTOR	1402 FERN CT	Y	0.182	
HALL, SHARON KAY & MORIN, MICHAEL	1402 MALLARD CT	Y	0.018	
CARRASCO, THOMAS E	1403 DERBY DR	N	0.270	
MOORE, LISA	1403 FERN CT	Y	0.191	
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	Y	0.087	
MCCARTNEY, CLAIRE	1404 FERN CT	Y	0.226	
OWENS, MELVIN L	1404 MALLARD CT	N	0.200	
ALFORD, PETER	1405 DERBY DR	Y	0.274	
LIZARRAGA, RICHARD	1405 FERN CT	Y	0.213	
SAMMS, SARAH	1406 DERBY DR	N	0.079	
HARDY, CORNELIUS R	1406 FERN CT	Y	0.279	
KETNER, RICHARD L	1406 MALLARD CT	Y	0.296	1
RESTREPO, GIOVANNA	1407 DERBY DR	Y	0.285	
PEREZ, DANIEL	1407 FERN CT	Y	0.279	
RAMIREZ, PATRICIA	1408 DERBY DR	N	0.900	
MARTIN, PRISCILLA	1409 DERBY DR	Y	0.315	
FLORES, GILBERT	1409 MALLARD CT	Y	0.059	
LINDSAY, CHRISTINA	1411 DERBY DR	Y	0.371	
FILOMENO & DEBRA SANCHEZ FAMIL	3208 HAWKINS JOPLIN RD	Y	1.264	
MURPHY, BRANDON J	3224 JOPLIN RD	N	0.078	
MARKS, AL	408 COKER VALLEY DR	N	0.320	
NICHOLS, MATTHEW	410 COKER VALLEY DR	Y	0.359	
WATSON, MICHAEL	412 COKER VALLEY DR	Y	0.509	
MOTT, CARLOS	414 COKER VALLEY DR	Y	0.514	
LISLE, GARRETT	414 GLENBROOK DR	N	0.068	
WEINER, STEVEN J	416 COKER VALLEY DR	Y	0.469	
FILOMENO AND DEBRA SANCHEZ FAM	416 GLENBROOK DR	Y	0.336	
HIVALE, JOHN S	418 COKER VALLEY DR	Y	0.652	
SALOMON DEVELOPMENT CO LP	5320 KENNEDALE SUBLETT RD	N	0.677	2
M & K APARTMENTS INC	5330 KENNEDALE SUBLETT RD	N	0.582	
THE C.A. LAURITZEN III FAMILY	5350 KENNEDALE SUBLETT RD	N	0.831	
100 FLOCCHINI CIRCLE LLC	5360 KENNEDALE SUBLETT RD	N	0.877	
Total Acres			12.143	
Total Acres Oppose			7.178	
Percent Acres Oppose			**59.11%**	

Notes

1. Sent 2 Letters

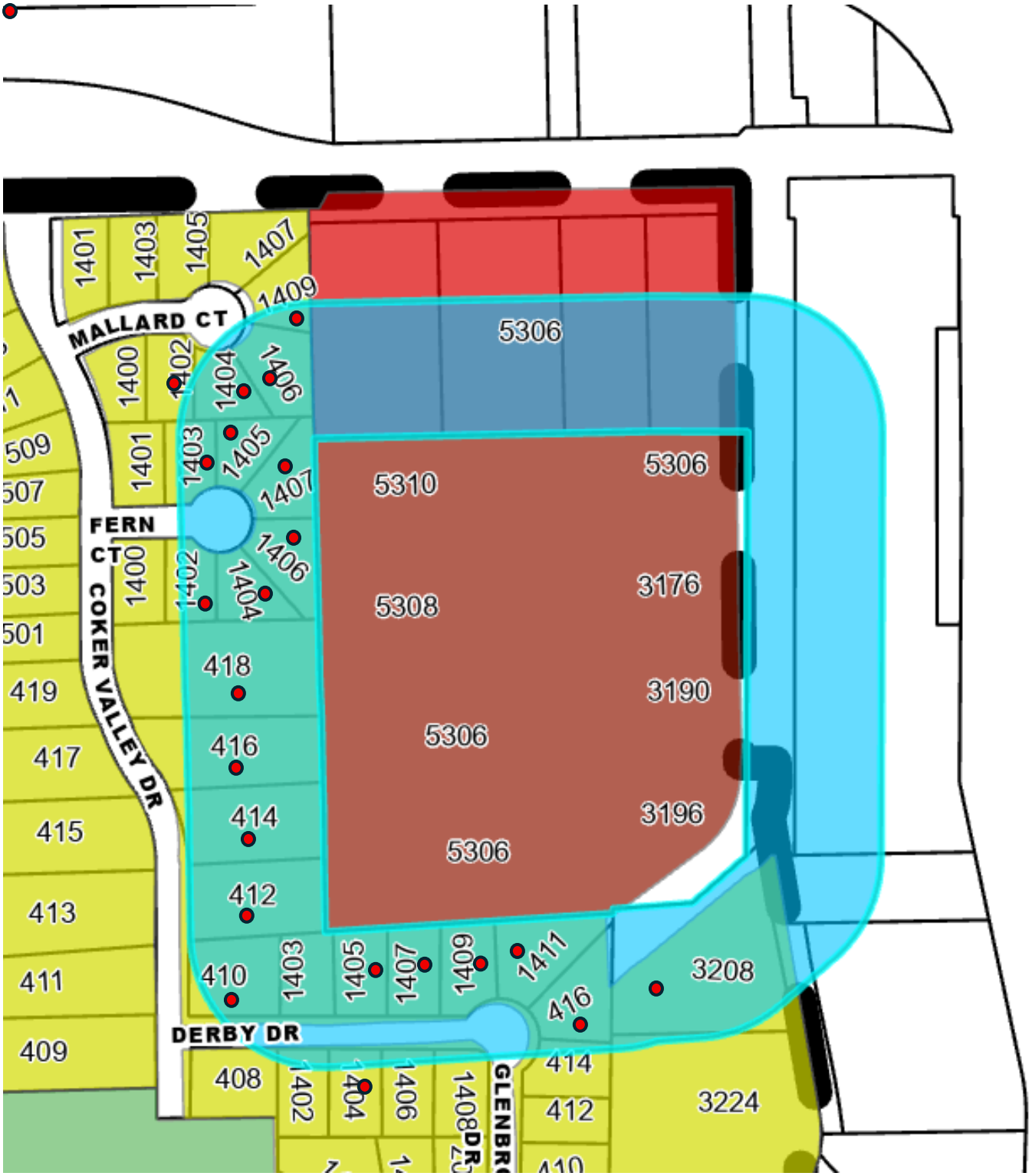
1 TENANT IS: BOING US HOLDCO INC 5304 KENNEDALE SUBLETT RD

Opposing Properties outside of 200' Buffer and City Limits	Properties in 200' Buffer, outside City Limits
1401 Mallard Ct	6221 JOPLIN RD
1403 Mallard Ct	6221 JOPLIN RD STE 151
1407 Mallard Ct	6221 N JOPLIN RD STE 131
1401 Fern Ct	6251 JOPLIN RD
	6221 JOPLIN RD
	6311 JOPLIN RD
	6309 JOPLIN RD



Notification area – Opposition as of 01/12/2026

- Properties with written opposition



November 20, 2025

PZ Case # 25-173100 Joplin Rd (Alta Landing) from MF- Multifamily to PD- Planned Development

Hello my name is Tracy Hardy and I live at 1406 Fern Ct. I am here today to share some of my concerns with Alta Landing apartments and the zoning change request to PD. I am opposed to the zoning change from MF to PD for several reasons. 1. They are non-conforming in MF and will be non-conforming in PD. There are a number of things wrong with these apartments that the City of Kennedale has allowed and made exceptions for that effect our neighborhood and their renters. Like the setback violation in Section 3 Table 3.3, the retaining wall in Section 10.14.F.2.b shall not exceed 5 feet in height and at least 10 feet in step back for the retaining walls, in my area the set back is only 3 ½ setback from my property to their retaining wall and the retaining wall is approx. 12 to 15 feet in height not the 5ft as stated in Section 10 and in PD 9.2 Qualifying Conditions that apply to all PD's #D Compatibility with adjacent Uses. It states parking areas, shall not be located near the perimeter of the PD or so as to negatively impact the residential use of adjacent land. (Our property line and backyards that joins their parking lot) making it non-conforming to PD 9.2#D We already had a vehicle went over the retaining wall through the fence into a neighbor's yard make an unsafe situation for everyone involved. Thank God no one was injured, and yes, they did install a wire guard rail after that, but the parking lot itself is still a violation of 9.2. of PD. This could have been prevented if PD 9.2#D had been followed along with the 5 feet retaining wall and setbacks in Section 10. Alta Landing stated they want the Zone Change to PD to add things like more tree and a carport and other items. All those things can be done in MF Zoning even the Trash Dumpster can be moved a different location not to the front but somewhere from the neighbor's fences.

They have been non-conforming from the beginning and they still are non-conforming. Changing to PD is just a way to cover up the wrong. It doesn't make it better quality of life for anyone, doesn't make it safer for anyone. It is just changing it on paper and not changing the wall, that wall cannot be moved, it is still unsafe. According to Section 9.1, A PD shall not be sought primarily to avoid the standards and requirements of zoning.

ORDINANCE NO. 25-791

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 10.2722 ACRES OF LAND SITUATED IN LOT 2R1 BLOCK 1 OF THE VAQUERO COKER ADDITION, LOCATED AT 100 JOPLIN RD., CITY OF KENNEDALE, TEXAS, FROM MULTIFAMILY DISTRICT "MF" TO "PD" PLANNED DEVELOPMENT IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Kennedale heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property described as approximately 10.2722 acres of land situated in Lot 2R1, Block 1, the Vaquero Coker Addition, commonly known as 3100 Joplin Rd., City of Kennedale, Texas, have filed an application to rezone the zoning from MF-Multifamily District to PD-Planned Development District; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on November 20, 2025, with respect to the proposed rezoning as described herein; and

WHEREAS, the City Council of the City held public hearings on December 22, 2025 and January 20, 2026, with respect to the proposed rezoning as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

An approximate 10.2722 acre tract of land situated in Lot 2R1 Block of the Vaquero Coker addition, located at 100 Joplin Rd., City of Kennedale, Tarrant County, Texas (the "Property"), as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from Multifamily District "MF" to "PD" Planned Development, in accordance with the City's Comprehensive Plan and specific requirements and exhibits incorporated herein.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, attached hereto as **Exhibit "B"**, are hereby approved and incorporated herein. The use of the Property described above shall be subject to the restrictions, terms, and conditions set forth in the Development Standards and the Site Plan; shall conform to the permitted standards and regulations of the Unified Development Code; and shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City.

Any further amendments to the permitted standards and regulations of the standards described herein shall require public
hearings and approval by the Planning and Zoning Commission and the City Council.

SECTION 4.

Development of the site shall be in conformance with the Site Plan depicted in **Exhibit "C"** and the Landscape Plan depicted in **Exhibit "D,"** attached hereto and incorporated herein, with substantial conformance to be determined by the Director of Community Development.

SECTION 5.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 6.

This Ordinance shall be cumulative of all provisions of the Unified Development Code, as amended, all other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3.10 of the Charter of the City.

SECTION 11

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THIS _____ DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY: _____
Carvan E. Adkins
City Attorney

EXHIBIT A
Legal Description and Location

Legal Description:

Lot 2R1 Block 1, Vaquero Cocker Addition

Location Description:

100 Joplin Road, Kennedale, Texas 76060

Being approximately 10.2722 acres along the west side of Joplin Road, approximately 315 feet south of Kennedale Sublett Road in the City.

Location Map:

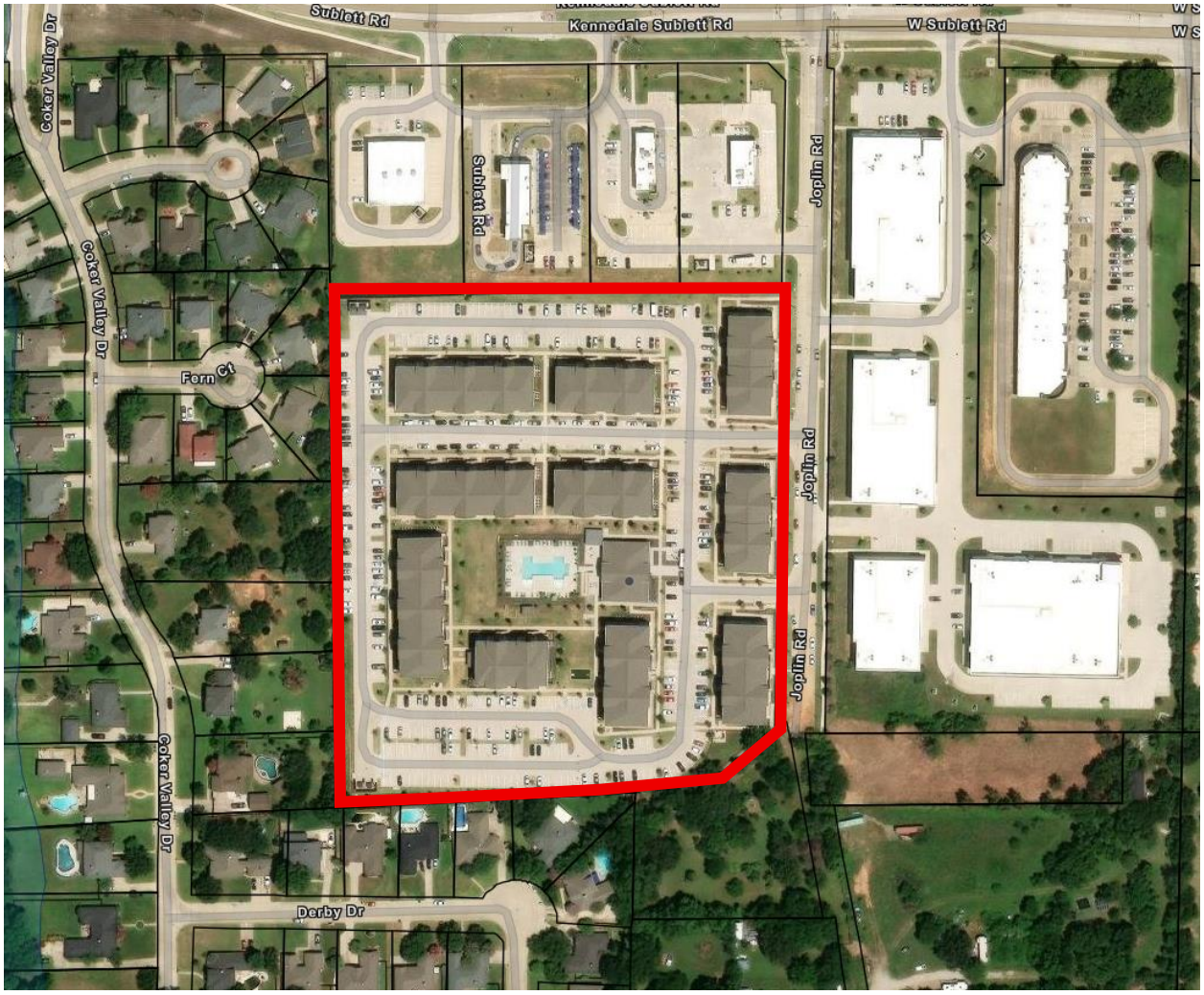


EXHIBIT "B"

DEVELOPMENT STANDARDS FOR MULTI-FAMILY (MF) RESIDENTIAL (PLANNED DEVELOPMENT)

Alta Landing is an existing multi-family community located on the west side of Joplin Road (3100 Joplin Road) in Kennedale, Texas ("Property").

The intent of these planned development district guidelines is to continue to promote a community that upholds and enhances the quality of the surrounding environment and to allow for additional conforming regulations and standards for the existing development. This community features high-quality apartments that are desirable in a higher-density residential area.

I. **Purpose.** This Property is designed to allow a multi-family development consisting of a maximum of 270 dwelling units in 10 apartment buildings with one accessory amenity center. The Property owner or Property management entity shall maintain all common areas, private fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance. All existing development on this property shall continue to be permitted by right. Any changes or modifications shall also adhere to these requirements.

II. **In General.** In the event of a conflict between this ordinance and the site and landscape plans, the site and landscape plans shall prevail.

III. **Permitted Uses.** Land use and structures shall comply with uses permitted for multi-family residential districts (MF) as depicted and shown in the attached exhibits and in Section 3 of the City of Kennedale's Unified Development Code ("UDC") except as detailed in this ordinance.

IV. Development Regulations.

A) Development Standards: All regulations and standards for the Property shall comply with standards set forth in this ordinance. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

1. The following standards shall apply to the Property:

	Development Standards
Base Zoning	PD
Uses	”MF” , Multi-Family Residential District uses
Lot size (Minimum)	No minimum.
Density (Maximum)	270 dwelling units
Dwelling Unit Size (Minimum)	
Efficiency	582 square feet
One-bedroom	723 square feet
Two-bedroom	1,112 square feet
Three-bedroom	1,520 square feet
Setbacks (Minimum)	As shown on Site Plan
Building Height (Maximum)	45 Feet
Building Stories (Maximum)	3
Building Height – Accessory (Maximum)	26 Feet
Building Stories – Accessory (Maximum)	1
Impervious coverage	75%
Minimum parking setback	30 Feet
Parking (minimum)	400 spaces

2. Setbacks are as shown on the site plan. No internal setbacks for the property apply.
   a. Stairwells along Joplin are permitted to encroach into the setback as shown on the site plan.

3. Parking and Loading:
   a. All off-street parking shall be located as depicted and shown in the attached exhibits.
   b. Loading zone requirements shall be excluded from the development.
   c. A multi-level parking structure shall not be permitted on site.
   d. Carports shall not be permitted on site.

4. Signage: The monument sign shall be located as depicted and shown on the Site Plan.

V. Design Standards.

A) Building Form Standards: All buildings constructed after the date of passage of this ordinance shall meet, at minimum, the building form and design standards outlined in the Unified Development Code at the time of adoption of this ordinance and be consistent with the existing structures. Existing structures are considered conforming in building form and design standards.

B) Fences/Walls/ Retaining Walls/ Guard Rails:

1. Fences, screen walls, retaining walls, and guard rails shown on the Site Plan shall be maintained by the owner.

2. All fencing and screening shall be consistent with the location as depicted in the attached exhibits. All fences, screen walls, retaining walls, and guard rails shall be allowed along the side and rear property lines and are not subject to any setback standards.

3. Two-foot extensions shall be added to the poles on the existing fence to create an eight-foot tall fence as shown on the Site Plan.

4. Guardrails shall be installed near the rear of the property as depicted and shown in the attached exhibits. The guardrail shall be installed within 6-months of the approval of this ordinance.

C) Landscaping: Landscaping shall conform to the Landscaping exhibit and must be maintained by the owner in a healthy growing condition. Additional trees shall be installed in the rear of the property as depicted and shown in the attached landscaping exhibit. The additional landscaping shall be installed no later than 6 months from the adoption of this ordinance. All site landscaping, including maintenance of the right-of-way, shall be maintained by the property owner.

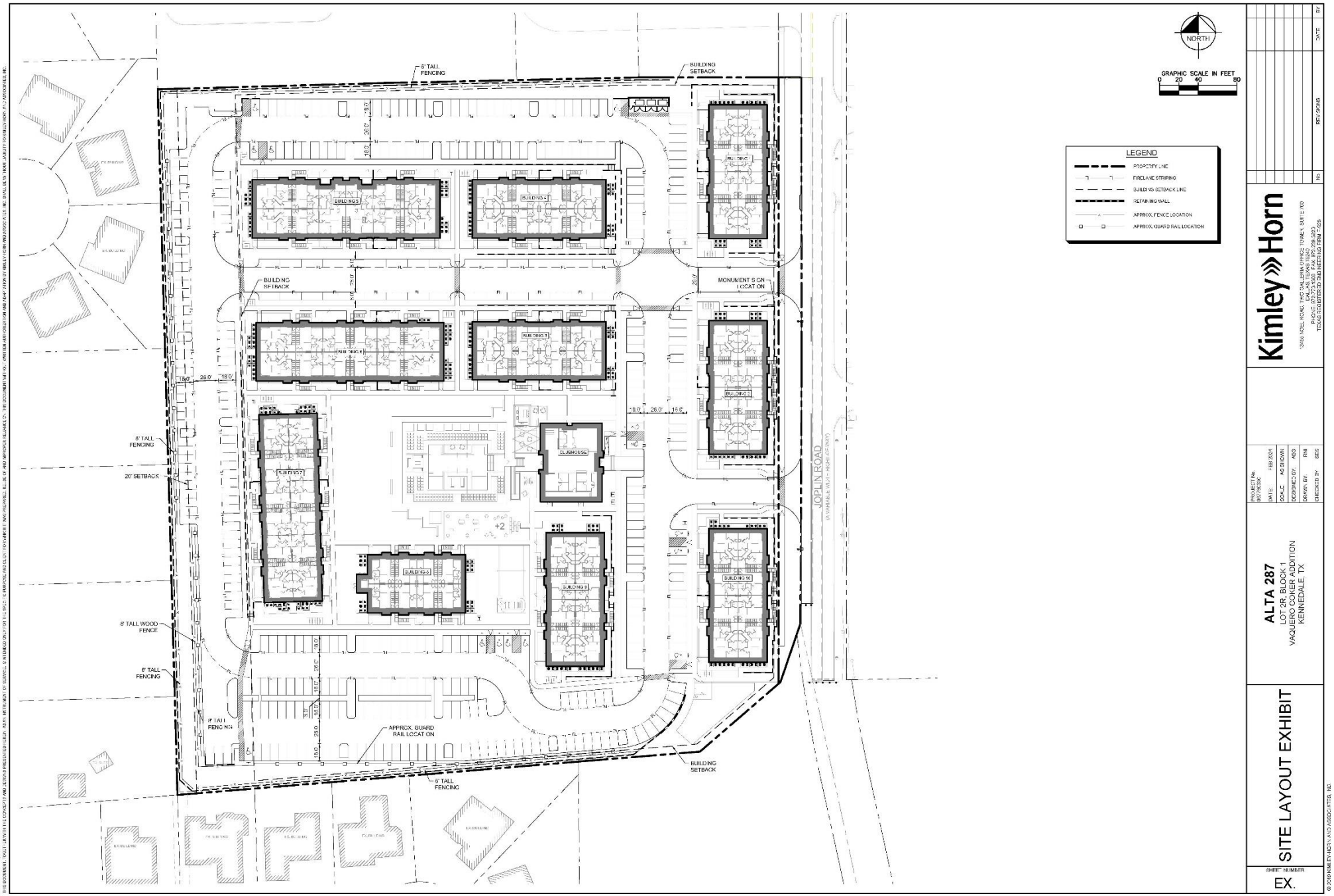
VI. Annual Meeting and Notices

A) Annual Meeting. Representatives from the Steeplechase Homeowners Association and the Property owner or the Property management entity shall meet annually on-site, unless both the Steeplechase Homeowners Association and the Property owner or Property management entity agree that such a meeting is not necessary.

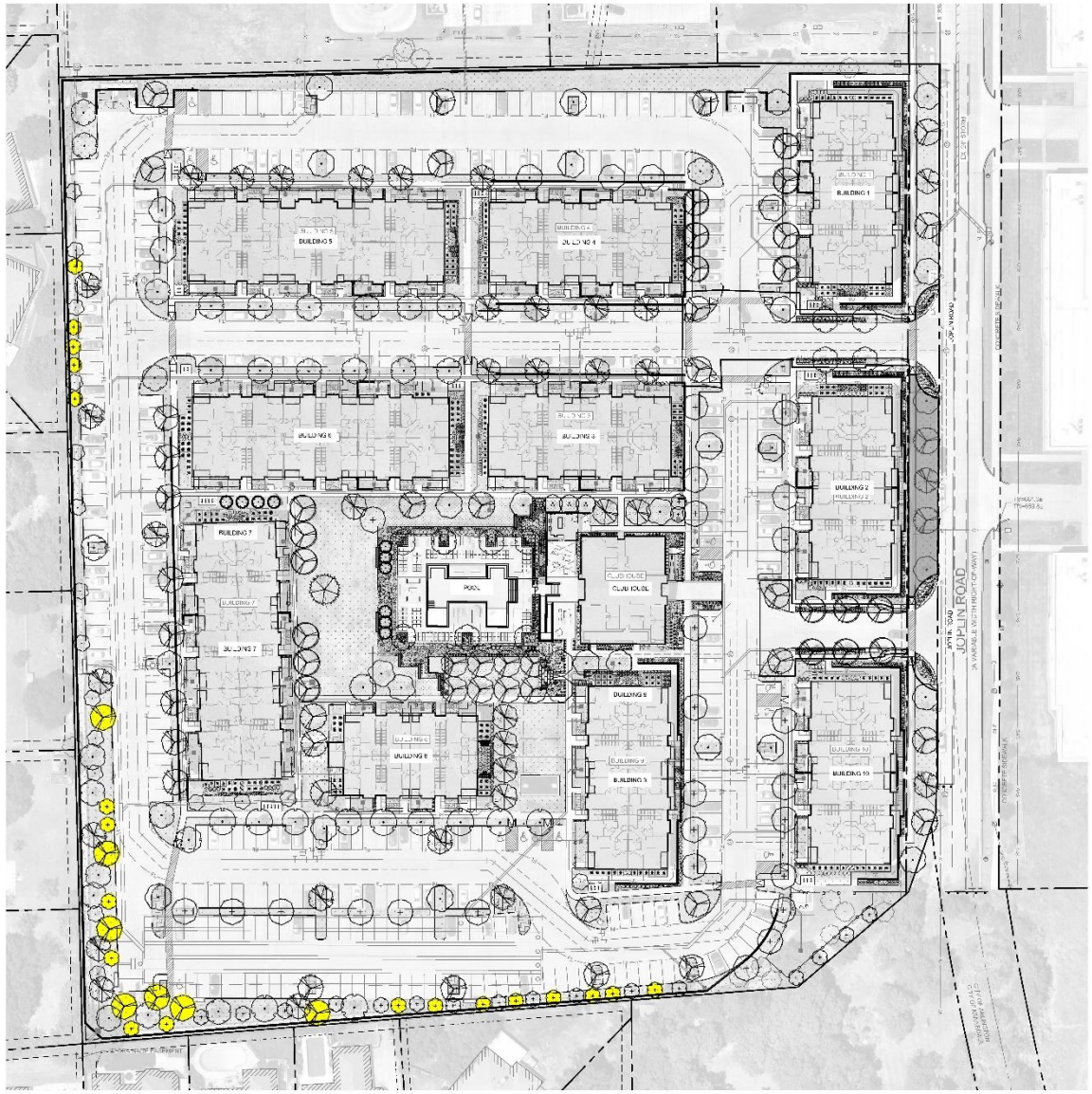
B) Notices. The Property owner or Property management entity will provide the Steeplechase Homeowners Association with at least thirty (30) days prior written notice before submitting an application to change or amend the zoning classification of the Property with the City of Kennedale.

EXHIBIT "C"

SITE PLAN



LANDSCAPE PLAN



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer barbatum 'Caddo' / Caddo Southern Sugar Maple
	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly
	Liquidambar styraciflua / American Sweet Gum
	Magnolia grandiflora 'TMGH' / Claret Southern Magnolia
	Pistacia texana / Texas Pistache
	Quercus macrocarpa / Burr Oak
	Quercus muehlenbergii / Chinkapin Oak
	Quercus polymorpha 'Blackjack' / Monterey Oak
	Quercus shumardii / Shumard Red Oak
	Quercus texana / Texas Red Oak
	Quercus virginiana / Southern Live Oak
	Taxodium distichum / Bald Cypress
	Ulmus alata / Winged Elm
	Ulmus crassifolia / Cedar Elm
	Ulmus parvifolia 'Allee' / Allee / Lacebark Elm
ORNAMENTAL TREES	BOTANICAL / COMMON NAME
	Cercis canadensis var. mexicana / Mexican Redbud
	Ilex vomitoria / Yaupon Holly
	Prunus caroliniana / Prunus Sumas

NOTE: PROPOSED TREES ILLUSTRATED ON THIS PLAN ARE A COMBINATION OF SOUTHERN LIVE OAKS AND YAUPON HOLLIES

PROPOSED TREE LOCATIONS

EXISTING TREE LOCATIONS

SCALE: 1" = 40'

0 20 40 80 100

ALTA Landing ▪ KENNEDALE, TX ▪ PLANTING OVERALL PLAN

PN8520063 | 10.21.2025 | WOOD PARTNERS

LandDesign.

From: John McMackin
To: Edward McRoy; Tina Cox
Subject: Moving PZ Case #25-20 city council hearing to the February docket
Date: Monday, January 12, 2026 4:34:55 PM
Attachments: PZ Case #25-20 date move.docx

You don't often get email from jcmcmackin98@gmail.com. Learn why this is important

Dear Ed and Tina,

Please see the attached document requesting a date change into the February docket for the city council hearing of PZ Case 25-20.

--
Crawford McMackin
JCMcmackin98@gmail.com
(817) 992-3496

Dear Ed and Tina.

I hope this letter finds you both well.

I'm writing in regards to **PZ Case #25-20**.

Due to tragic circumstances we had to make a change in Civil Engineers as of today. After speaking to our new CE about this project he believes the best course of action given the timing would be to push the hearing of this case into the February docket. He just doesn't believe he will be properly prepared for the hearing given the short window of time he has until next Tuesday along with his increased work load. We'd like to request that this case be heard in the February docket if possible.

Revised January 2023

Permit Number

APPLICATION
ZONING CHANGE

Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: $500.00 for properties less than 10 acres and $1,500.00 for 10 or more acres
- ☐ Project Narrative
- ☐ Concept Plan and any proposed elevations/floorplans

Applicant Information

Applicant Name: Ross Melton

Applicant Title: Sr. Project Manager

Applicant Address: 500 W. 7th Street, #1300, Fort Worth, TX 76102

Applicant Phone: 817-965-4778 Applicant Email: ross.melton@westwoodps.com

Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Robert L Patton Jr ~~Jeff Ryan~~ for TCRG Opportunity XIII LLC

Owner Address: 5201 Camp Bowie Blvd., Suite 200, Fort Worth, TX 76107

Owner Phone: 817-626-9898 Owner Email: rwood@TCRG.com

Property Information

Property Address: 4431 Dick Price, Kennedale, Texas 76060 Property ID - 4189132

Property Legal Description: SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184

Present Use of Property: Quarry (sand gravel)

Present Zoning of Property: R1 - Single Family

Desired Zoning of Property: PD - Planned Development w/Commercial & MHC residential

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Signature of Applicant: Ross L. Melton Date: 09/16/2025

For Office Use Only

Completeness Check

Application form completely filled and signed?	☐ Yes	☐ No
Attached site plan?	☐ Yes	☐ No
Attached legal description of property?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign _____ **Date** _____

Preliminary Planning and Zoning Review

Current zoning: _____ **Proposed zoning:** _____

Required attachments are complete and correct?	☐ Yes	☐ No
Is proposed use permitted under requested zoning?	☐ Yes	☐ No

Sign _____ **Date** _____

Revised January 2023

City of KENNEDALE Texas EST. 1887

OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: 4431 Dick Price, Kennedale, Texas 76060

Legal Description: SNIDER, E S SURVEY Abstract 1445 Tract 1 1969

Applicant: Ross Melton

Type of P&Z Request: Zoning Change

I, Robert L. Patton Jr., current owner of the above mentiond property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Comission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: Robert L. Patton, Jr.

Owner Signature: Robert L Patton Jr

Date: 11/19/2025

****

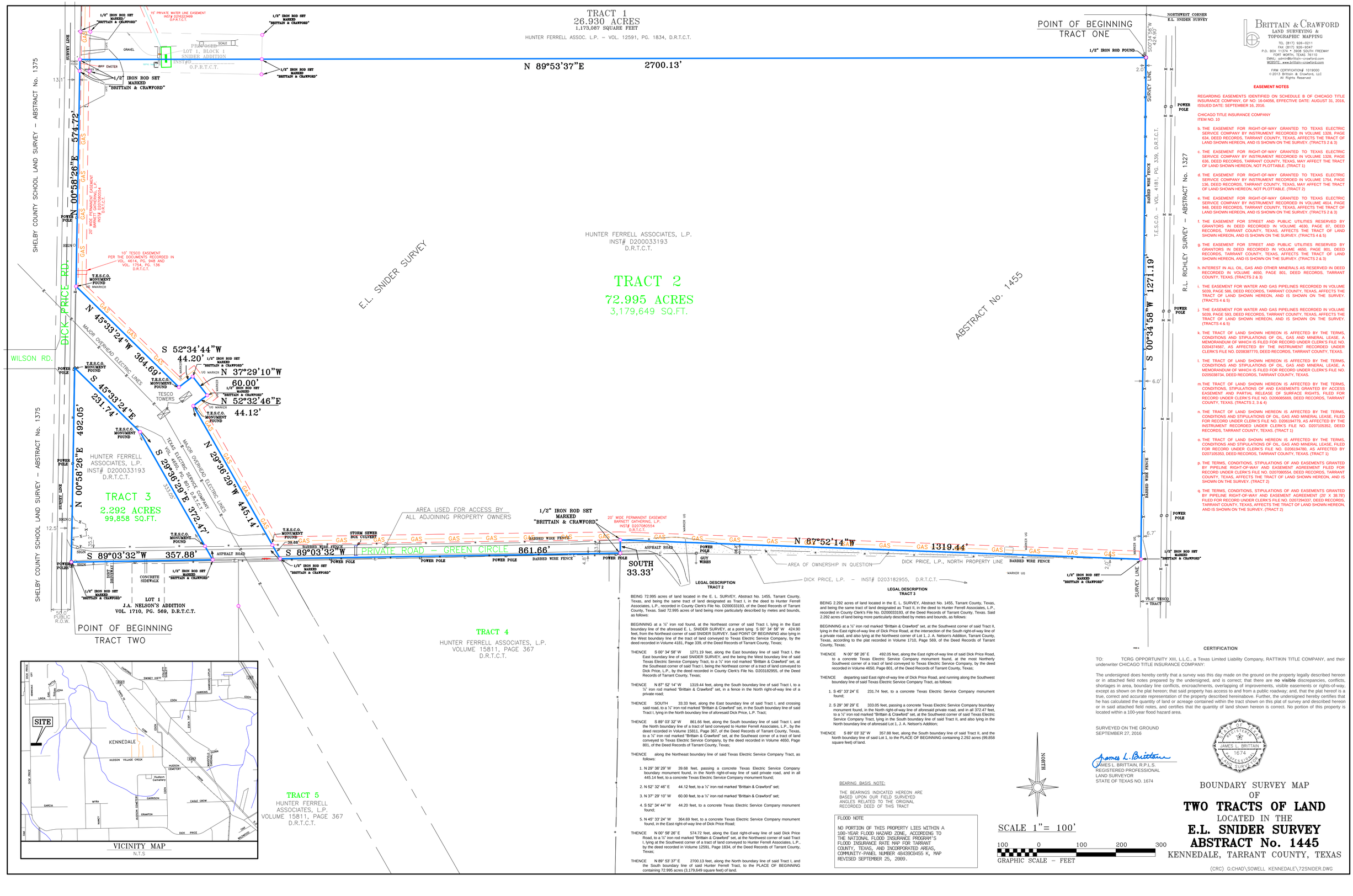
Sworn To and Subscribed before me by Robert L. Patton Jr.

ON THIS 19th DAY OF November, 2025

CHERYL L. COUCH
Notary Public, State of Texas
Comm. Expires 04-28-2026
Notary ID 125016597

Cheryl L Couch

Notary Public, Tarrant County, Texas



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

FIRM CERTIFICATION# 1019000
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EASEMENT NOTES

REGARDING EASEMENTS IDENTIFIED ON SCHEDULE B OF CHICAGO TITLE INSURANCE COMPANY, GF NO: 16-04056, EFFECTIVE DATE: AUGUST 31, 2016, ISSUED DATE: SEPTEMBER 16, 2016.

CHICAGO TITLE INSURANCE COMPANY
ITEM NO. 10

b. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 634, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)

c. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 636, DEED RECORDS, TARRANT COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, NOT PLOTTABLE. (TRACT 1)

d. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1754, PAGE 136, DEED RECORDS, TARRANT COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, NOT PLOTTABLE. (TRACT 2)

e. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 4614, PAGE 948, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)

f. THE EASEMENT FOR STREET AND PUBLIC UTILITIES RESERVED BY GRANTORS IN DEED RECORDED IN VOLUME 4630, PAGE 87, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)

g. THE EASEMENT FOR STREET AND PUBLIC UTILITIES RESERVED BY GRANTORS IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)

h. INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACTS 2 & 3)

i. THE EASEMENT FOR WATER AND GAS PIPELINES RECORDED IN VOLUME 5039, PAGE 586, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)

j. THE EASEMENT FOR WATER AND GAS PIPELINES RECORDED IN VOLUME 5039, PAGE 593, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)

k. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, A MEMORANDUM OF WHICH IS FILED FOR RECORD UNDER CLERK'S FILE NO. D204374567, AS AFFECTED BY THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. D208307770, DEED RECORDS, TARRANT COUNTY, TEXAS.

l. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, A MEMORANDUM OF WHICH IS FILED FOR RECORD UNDER CLERK'S FILE NO. D205038734, DEED RECORDS, TARRANT COUNTY, TEXAS.

m. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY ACCESS EASEMENT AND PARTIAL RELEASE OF SURFACE RIGHTS, FILED FOR RECORD UNDER CLERK'S FILE NO. D206085669, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACTS 2, 3 & 4)

n. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, FILED FOR RECORD UNDER CLERK'S FILE NO. D206194779, AS AFFECTED BY THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. D207105352, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACT 1)

o. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, FILED FOR RECORD UNDER CLERK'S FILE NO. D206194780, AS AFFECTED BY D207105353, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACT 1)

p. THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT FILED FOR RECORD UNDER CLERK'S FILE NO. D207080554, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)

q. THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT (20' X 39.78') FILED FOR RECORD UNDER CLERK'S FILE NO. D207294337, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)

LEGAL DESCRIPTION TRACT 2

BEING 72.995 acres of land located in the E. L. SURVEY, Abstract No. 1455, Tarrant County, Texas, and being the same tract of land designated as Tract I, in the deed to Hunter Ferrell Associates, L.P., recorded in County Clerk's File No. D200033193, of the Deed Records of Tarrant County, Texas. Said 72.995 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a ½" iron rod found, at the Northeast corner of said Tract I, lying in the East boundary line of the aforesaid E. L. SNIDER SURVEY, at a point lying S 00° 34' 58" W 424.90 feet, from the Northeast corner of said SNIDER SURVEY. Said POINT OF BEGINNING also lying in the West boundary line of the tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4181, Page 339, of the Deed Records of Tarrant County, Texas;

THENCE S 00° 34' 58" W 1271.19 feet, along the East boundary line of said Tract I, the East boundary line of said SNIDER SURVEY, and the being the West boundary line of said Texas Electric Service Company Tract, to a ½" iron rod marked "Brittain & Crawford" set, at the Southeast corner of said Tract I, being the Northeast corner of a tract of land conveyed to Dick Price, L.P., by the deed recorded in County Clerk's File No. D203182955, of the Deed Records of Tarrant County, Texas;

THENCE N 87° 52' 14" W 1319.44 feet, along the South boundary line of said Tract I, to a ½" iron rod marked "Brittain & Crawford" set, in a fence in the North right-of-way line of a private road;

THENCE SOUTH 33.33 feet, along the East boundary line of said Tract I, and crossing said road, to a ½" iron rod marked "Brittain & Crawford" set, in the South boundary line of said Tract I, lying in the North boundary line of aforesaid Dick Price, L.P. Tract;

THENCE S 89° 03' 32" W 861.66 feet, along the South boundary line of said Tract I, and the North boundary line of a tract of land conveyed to Hunter Ferrell Associates, L.P., by the deed recorded in Volume 15811, Page 367, of the Deed Records of Tarrant County, Texas, to a ½" iron rod marked "Brittain & Crawford" set, at the Southeast corner of a tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4650, Page 801, of the Deed Records of Tarrant County, Texas;

THENCE along the Northeast boundary line of said Texas Electric Service Company Tract, as follows:

1. N 29° 36' 29" W 39.68 feet, passing a concrete Texas Electric Service Company boundary monument found, in the North right-of-way line of said private road, and in all 445.14 feet, to a concrete Texas Electric Service Company monument found;
2. N 52° 32' 46" E 44.12 feet, to a ½" iron rod marked "Brittain & Crawford" set;
3. N 37° 29' 10" W 60.00 feet, to a ½" iron rod marked "Brittain & Crawford" set;
4. S 52° 34' 44" W 44.20 feet, to a concrete Texas Electric Service Company monument found;
5. N 45° 33' 24" W 364.69 feet, to a concrete Texas Electric Service Company monument found, in the East right-of-way line of Dick Price Road;

THENCE N 00° 58' 26" E 574.72 feet, along the East right-of-way line of said Dick Price Road, to a ½" iron rod marked "Brittain & Crawford" set, at the Northwest corner of said Tract I, lying at the Southwest corner of a tract of land conveyed to Hunter Ferrell Associates, L.P., by the deed recorded in Volume 12591, Page 1834, of the Deed Records of Tarrant County, Texas;

THENCE N 89° 53' 37" E 2700.13 feet, along the North boundary line of said Tract I, and the South boundary line of said Hunter Ferrell Tract, to the PLACE OF BEGINNING containing 72.995 acres (3,179,649 square feet) of land.

LEGAL DESCRIPTION TRACT 3

BEING 2.292 acres of land located in the E. L. SURVEY, Abstract No. 1455, Tarrant County, Texas, and being the same tract of land designated as Tract II, in the deed to Hunter Ferrell Associates, L.P., recorded in County Clerk's File No. D200033193, of the Deed Records of Tarrant County, Texas. Said 2.292 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a ½" iron rod marked "Brittain & Crawford" set, at the Southwest corner of said Tract II, lying in the East right-of-way line of Dick Price Road, at the intersection of the South right-of-way line of a private road, and also lying at the Northwest corner of Lot 1, J. A. Nelson's Addition, Tarrant County, Texas, according to the plat recorded in Volume 1710, Page 569, of the Deed Records of Tarrant County, Texas;

THENCE N 00° 58' 26" E 492.05 feet, along the East right-of-way line of said Dick Price Road, to a concrete Texas Electric Service Company monument found, at the mod Northerly Southwest corner of a tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4650, Page 801, of the Deed Records of Tarrant County, Texas;

THENCE departing said East right-of-way line of Dick Price Road, and running along the Southwest boundary line of said Texas Electric Service Company Tract, as follows:

1. S 45° 33' 24" E 231.74 feet, to a concrete Texas Electric Service Company monument found;
2. S 29° 36' 29" E 333.05 feet, passing a concrete Texas Electric Service Company boundary monument found, in the North right-of-way line of aforesaid private road, and in all 372.47 feet, to a ½" iron rod marked "Brittain & Crawford" set, at the Southwest corner of said Texas Electric Service Company Tract, lying in the South boundary line of said Tract II, and also lying in the North boundary line of aforesaid Lot 1, J. A. Nelson's Addition;

THENCE S 89° 03' 32" W 357.88 feet, along the South boundary line of said Tract II, and the North boundary line of said Lot 1, to the PLACE OF BEGINNING containing 2.292 acres (99,858 square feet) of land.

BEARING BASIS NOTE:

THE BEARINGS INDICATED HEREON ARE BASED UPON OUR FIELD SURVEYED ANGLES RELATED TO THE ORIGINAL RECORDED DEED OF THIS TRACT

FLOOD NOTE

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48439C0455 K, MAP REVISED SEPTEMBER 25, 2009.

CERTIFICATION

TO: TCRG OPPORTUNITY XIII, L.L.C., a Texas Limited Liability Company, RATTIKIN TITLE COMPANY, and their underwriter CHICAGO TITLE INSURANCE COMPANY:

The undersigned does hereby certify that a survey was this day made on the ground on the property legally described hereon or in attached field notes prepared by the undersigned, and is correct; that there are **no visible** discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible easements or rights-of-way, except as shown on the plat hereon; that said property has access to and from a public roadway; and, that the plat hereof is a true, correct and accurate representation of the property described hereinabove. Further, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon or in said attached field notes, and certifies that the quantity of land shown hereon is correct. No portion of this property is located within a 100-year flood hazard area.

SURVEYED ON THE GROUND
SEPTEMBER 27, 2016

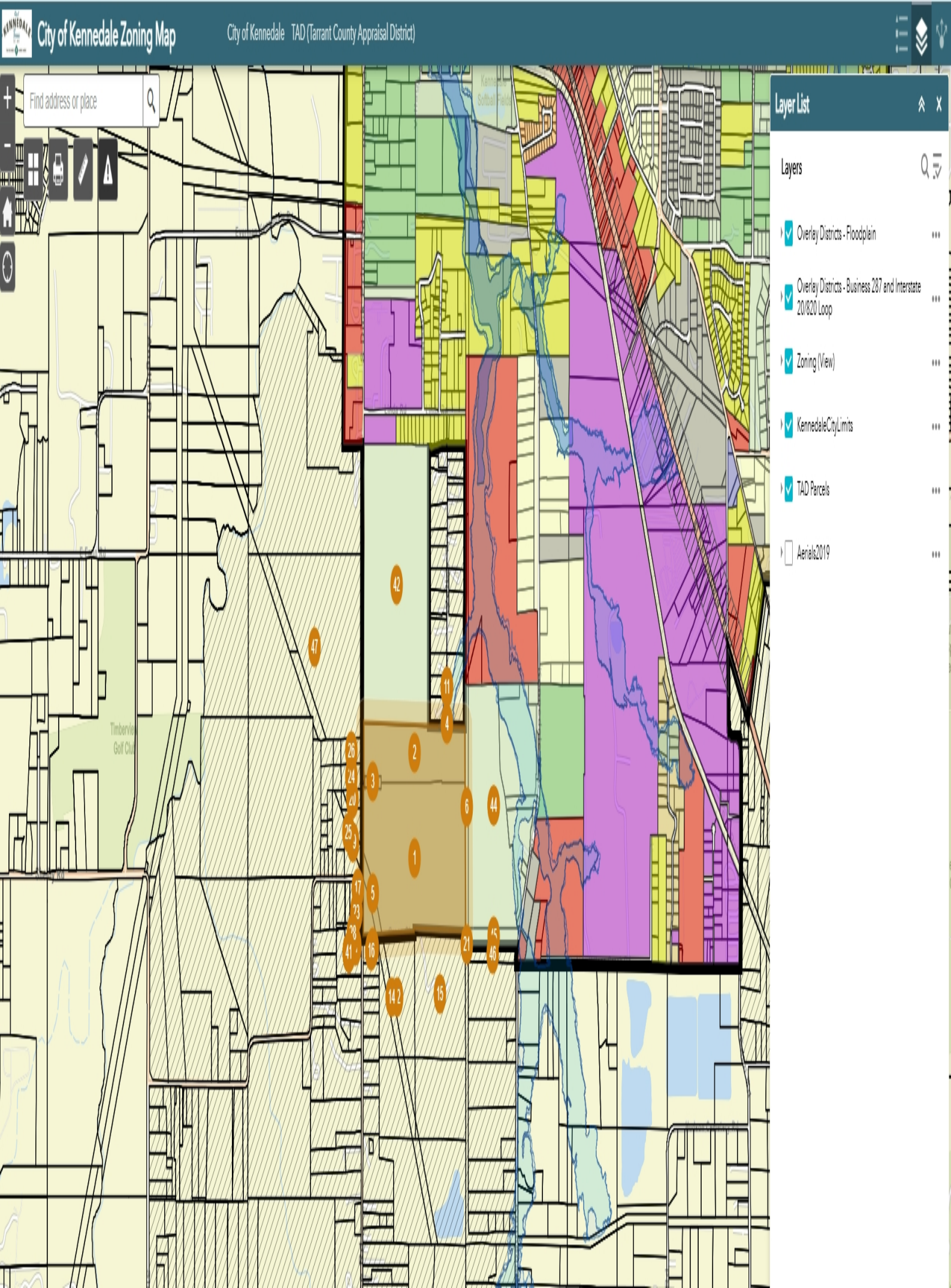
James L. Brittain
JAMES L. BRITTAIN, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 1674

STATE OF TEXAS
REGISTERED
JAMES L. BRITTAIN
1674
PROFESSIONAL LAND SURVEYOR

BOUNDARY SURVEY MAP OF TWO TRACTS OF LAND LOCATED IN THE E.L. SNIDER SURVEY ABSTRACT No. 1445

KENNEDALE, TARRANT COUNTY, TEXAS

(CRC) G:CHAD\SOWELL KENNEDALE\72SNIDER.DWG


City of Kennedale Zoning Map
City of Kennedale TAD (Tarrant County Appraisal District)
Find address or place
Layer List
Layers
Overlay Districts - Floodplain
Overlay Districts - Business 287 and Interstate 20/820 Loop
Zoning (View)
KennedaleCityLimits
TAD Parcels
Aerials2019
Timberview Golf Club
Kennedale Softball Fields

displayname	address
HUDSON JANICE LEE	7777 GLEN AMERICA DR #365
INDEPENDENT GAS CO	PO BOX 206 TAX DEPT
KING LINDA F	PO BOX 1462
MARTIN CYNTHIA E	4344 VALLEY TR
MCKELVY JAMES F	4344 VALLEY TR UNIT B
TARRANT PROPERTIES INC	2620 W PIONEER PKWY STE 102
INDEPENDENT ENVIRONMENTAL SVCS INC	3 WATERWAY SQ PL STE 100
TCRG OPPORTUNITY XIII LLC	5201 CAMP BOWIE BLVD STE 200
BROWN LONNIE A	4370 DICK PRICE RD
BROWN CYNTHIA	4390 DICK PRICE RD
WILSON JERRY G	5735 WILSON RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100
ATIQUE ENTERPRISES INC	4540 DICK PRICE RD
GOFF EDWARD L	4590 DICK PRICE RD
ONSTAD TRACY	4605 DICK PRICE RD
AUSTIN MARY SUE	4610 DICK PRICE RD
TODD G E	4630 DICK PRICE RD
ALLIED WASTE SYSTEMS INC	18500 N ALLIED WAY
MARTIN AIMEE A	1575 WALLIS RD
CITY OF KENNEDALE	405 MUNICIPAL DR
KENNEDALE ISD	120 KENNEDALE PKWY

city	state	zip	situsaddress
DALLAS	TX	75225	4068 KENNEDALE NEW HOPE RD
WHIPPANY	NJ	7981	4224 KENNEDALE NEW HOPE RD
MANSFIELD	TX	76063	4244 KENNEDALE NEW HOPE RD
KENNEDALE	TX	76060	4344 VALLEY TR
KENNEDALE	TX	76060	4344 VALLEY TR
ARLINGTON	TX	76013	4344 VALLEY TR
THE WOODLANDS	TX	77380	4080 DICK PRICE RD
FORT WORTH	TX	76107	4365 DICK PRICE RD
FORT WORTH	TX	76140	4370 DICK PRICE RD
FORT WORTH	TX	76140	4390 DICK PRICE RD
FORT WORTH	TX	76140	4430 DICK PRICE RD
DALLAS	TX	75313	4451 DICK PRICE RD
FORT WORTH	TX	76140	4540 DICK PRICE RD
FORT WORTH	TX	76140	4590 DICK PRICE RD
FORT WORTH	TX	76140	4601 DICK PRICE RD
FORT WORTH	TX	76140	4610 DICK PRICE RD
FORT WORTH	TX	76140	4630 DICK PRICE RD
PHOENIX	AZ	85054	5300 GREEN CIR
ALEDO	TX	76008	701 S DICK PRICE RD
KENNEDALE	TX	76060	
KENNEDALE	TX	76060	

HUDSON JANICE LEE
7777 GLEN AMERICA DR #365
DALLAS, TX 75225

INDEPENDENT GAS CO
PO BOX 206 TAX DEPT
WHIPPANY, NJ 7981

KING LINDA F
PO BOX 1462
MANSFIELD, TX 76063

MARTIN CYNTHIA E
4344 VALLEY TR
KENNEDALE, TX 76060

MCKELVY JAMES F
4344 VALLEY TR UNIT B
KENNEDALE, TX 76060

TARRANT PROPERTIES INC
2620 W PIONEER PKWY STE 102
ARLINGTON, TX 76013

INDEPENDENT ENVIRONMENTAL SVCS
3 WATERWAY SQ PL STE 100
THE WOODLANDS, TX 77380

TCRG OPPORTUNITY XIII LLC
5201 CAMP BOWIE BLVD STE 200
FORT WORTH, TX 76107

BROWN LONNIE A
4370 DICK PRICE RD
FORT WORTH, TX 76140

BROWN CYNTHIA
4390 DICK PRICE RD
FORT WORTH, TX 76140

WILSON JERRY G
5735 WILSON RD
FORT WORTH, TX 76140

ONCOR ELECTRIC DELIVERY CO LLC
PO BOX 139100
DALLAS , TX 75313

ATIQUE ENTERPRISES INC
4540 DICK PRICE RD
FORT WORTH, TX 76140

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4590 DICK PRICE RD
FORT WORTH, TX 76140

ONSTAD TRACY
4605 DICK PRICE RD
FORT WORTH, TX 76140

AUSTIN MARY SUE
4610 DICK PRICE RD
FORT WORTH, TX 76140

TODD G E
4630 DICK PRICE RD
FORT WORTH, TX 76140

ALLIED WASTE SYSTEMS INC
18500 N ALLIED WAY
PHOENIX, AZ 85054

MARTIN AIMEE A
1575 WALLIS RD
ALEDO, TX 76008

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDALE, TX 76060

KENNEDALE ISD
120 KENNEDALE PKWY
KENNEDALE, TX 76060

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
DATE CHANGE

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-20 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTIES LOCATED AT 4365 DICK PRICE RD, PARCEL 04189140, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1A .721 AC INTO PLAT D21707184, 4365 S DICK PRICE RD, PARCEL 42293721, SNIDER ADDITION, Block 1, Lot 1 AND 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1 1969 12 X 56 .336 AC INTO PLAT D217007184 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at least three business days before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
DATE CHANGE

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

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We are sending notification to those who own real property(ies) within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at least three business days before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

Arcosa Crushed Concrete | North Texas Region
1112 E Copeland Rd, Suite 500
Arlington, TX 76011
T 214.412.3586

ARCOSA
CRUSHED CONCRETE

January 12, 2026

Via Certified Mail and
Email: tcox@cityofkennedale.com
City of Kennedale
Attn: Tina Cox, Deputy City Secretary
405 Municipal Dr.
Kennedale, Texas 76060

Re: PZ CASE #25-20 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTIES LOCATED AT 4365 DICK PRICE RD, PARCEL 04189140, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1A .721 AC INTO PLAT D21707184, 4365 S DICK PRICE RD, PARCEL 42293721, SNIDER ADDITION, Block 1, Lot 1 AND 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1 1969 12 X 56 .336 AC INTO PLAT D217007184 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

Dear Ms. Cox:

As you may be aware, Arcosa Crushed Concrete ("Arcosa") operates a concrete recycling facility at 4297 Dick Price Rd., Kennedale, Texas 76060, which is the tract of land directly north of the above-referenced property. Although Arcosa is neither in favor nor opposed to the proposed zoning change contemplated in PZ Case #25-20, it does have concerns regarding the potential of its long-term effects.

Concrete recycling is an integral part of the construction industry as a green initiative that reduces landfill waste and minimizes the toll on natural aggregates by reusing concrete rubble generated from building and road demolition projects as stabilizing base material. However, the recycling process is not without its detractors who claim that recycling facilities can be noisy and an eyesore. There is a reason the Texas Commission on Environmental Quality requires distance limitations for these facilities from certain types of properties, including residences. Arcosa's concern is that a new development immediately to the south of its facility that includes residences could trigger numerous complaints that will need to be addressed, regardless of Arcosa's compliance within its permits.

Arcosa intends to remain at its current location for the foreseeable future and prides itself on being a good neighbor, having safe operations, and a clean and organized facility. It will continue to operate within its permit conditions, as well as any other rules and regulations which may affect the site, including the attached *Non-Conforming Use Letter* dated March 1, 2018 from Jay Narayana, Interim Planning Director for the City of Kennedale.

ARCOSA

To be clear, Arcosa is not opposed to this proposed zoning change, but we ask that the City of Kennedale and the owner of the tract seeking the change work together to mitigate any potential issues could arise due to the proximity to Arcosa's facility.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeff Roesler
President
ACC DFW, LLC
d/b/a Arcosa Crushed Concrete

JR/MRL

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www.cityofkennedale.com

Exhibit A

HILL GILSTRAP, POTTHOFF & MCGINNIS
CONSULTANTS

March 3, 2003

Mr. David Miller, City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

RE: Continued use of Martin Property Following Any Approval of the Proposed City Initiated Annexation (the Martin Property has an approximate address of 4085 Dick Price Road and is hereafter also referred to as the Subject Property).

Dear Mr. Miller:

As you are aware from our previous conversations, I represent Dr. Don Martin and Ms. Aimee Martin, the owners of some 92.85 acres of land (the Subject Property) within the southern area of annexation under current consideration by the City of Kennedale. I also represent the Martin's lessees of the Subject Property, Jereco Recycled Materials Ltd. and Abel Trucking, Inc. (DBA Back Materials). In representing the Martins and their lessees, I appeared, spoke, and entered information at both the 2/11/03 and 2/13/03 public hearings before the Kennedale City Council. The purpose of this letter is to confirm in writing (as enumerated below) the information I intend to (and have heretofore intended to) enter into the City's record on behalf of the Martins regarding the Subject Property and the aforementioned proposed annexation.

1. Dr. Martin's father bought the Subject Property after World War II and inhabited/utilized a house and barn, both of which still stand on the Subject Property to this day.

2. Sand has been commercially excavated and hauled from the Subject Property by various companies and individuals since 1966.

3. Today, two fully permitted businesses each lease the entire 92.85 acre Subject Property for their respective uses - Abel Trucking, Inc. (Harvey and Janet Back) operates the sand and gravel business over the entirety of the Subject Property, while Jereco Recycled Materials, Ltd. (Jeremy and M. Hall) operates the material crushing business over the entirety of the Subject Property.

4. The sand and gravel business currently occupying the entire Subject Property includes the following on-site uses/operations:
   a. Surface mining of sand, gravel, rock, and dirt;
   b. Sifting and separation of mined materials;
   c. Stockpiling and loading of mined materials;
   d. Trucking mined materials off-site; and
   e. Reclaimation of mined areas; and
   f. Office and sales.

1201 West Abram Street • Arlington, Texas 76013 USA Phone: 817.795.0243 • Fax: 817.795.0245

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Planning Department
www.cityofkennedale.com

5. The material crushing business currently occupying the entire Subject Property includes the following on-site uses/operations:
   a. Receiving and storing of waste concrete, waste asphalt, rock, and other masonry materials, most of which are trucked in from off-site locations;
   b. Crushing and sifting the materials received/stored;
   c. Stockpiling the crushed materials;
   d. Loading trucks and weighing them on large scales; and
   e. Office and sales.

6. Both the material crushing and the sand and gravel businesses utilize and involve trucks with a gross weight in excess of 10,000 pounds; some of the trucks are owned by said businesses (most of which are stored on site), while various business customers own many of the other trucks involved.

7. The material crushing and the sand and gravel businesses each have their own separate drive entrance onto Dick Price Road.

8. The material crushing and the sand and gravel businesses each have their own separate mobile, modular office/sales building, each of which are served with:
   a. Well water;
   b. Septic systems;
   c. Restrooms;
   d. Electricity;
   e. Internal and external lighting;
   f. Heating and air conditioning.

9. Lighting/electricity, well water, septic service and portable potties are provided in various and changing on-site locations as necessary for efficient operations of both business operations.

10. From time-to-time, the material crushing and the sand and gravel businesses each migrate their operations, facilities and equipment across the entire subject property.

11. Rain and spring-fed water retention and detention migrates, expands and contracts on the subject property.

12. Material crushing equipment, sifters, trucks, earthmoving equipment, and other heavy equipment are scattered across the site in various numbers and places at various times.

13. Outside storage of materials and equipment is scattered across the site in various and constantly changing locations without any screening devices.

14. A residence and a barn exist on-site.

15. An easement with a major waterline traverses the subject property.

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2135 | Fax: 817-483-0812

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16. In addition to the dated, certified photographs of the Subject Property submitted to the City Secretary at the public hearing on 02/11/03, the attached aerial photographs are hereby submitted for the City records and to help verify existing land use on the Subject Property.

17. Since: (a) Section 22-86(e) of the Kennedale City Code currently prohibits trucks with a gross weight over 10,000 pounds from traveling on Dick Price Road within the city limits of Kennedale without a permit issued by the City; and (b) there is no way to predict what customer or vendor may be coming to the Subject Property with a truck having a gross weight in excess of 10,000 pounds, all trucks having a gross weight in excess of 10,000 pounds have been ingressing and egressing the Subject Property from the south on Dick Price Road.

18. Should the City decide to annex the Subject Property under the current proposed annexation proceedings, Local Government Code Section 43.002(a)(1) "Continuation of Land Use" [together with 43.063(a)] establishes the right of the Martins (and their heirs and/or successors) to continue the use of the Subject Property in the manner in which the land is now being used (i.e. as described above).

19. If an annexation action taken by the City of Kennedale were to (a) lead to any prohibition of (or permit requirements for) trucks traveling in or out of the Subject Property onto Dick Price Road, and/or (b) lead to any prohibition of (or permit requirements for) truck travel south of the Subject Property on Dick Price Road, then:
    a. The Subject Property and businesses located on the Subject Property would be damaged;
    b. There would be a material violation by the City of Section 43.002(a)(1) of the Texas Local Government Code, as it would represent a prohibition against using land in the manner in which the land is now being used; and
    c. There would be a taking of property interests currently held by the Martins and their lessees (please refer to City of Waco vs. Texland Corp.).

20. At such time as Dick Price Road (from U.S. 287 to the current southern city limit) is improved to standards safe for carrying trucks having a gross weight in excess of 10,000 pounds, trucks having a gross weight in excess of 10,000 pounds should be allowed (without a permit) to ingress and egress the Subject Property from the north as well as the south.

21. The current City Manager of Kennedale has assured the Martins' representative (Joe Potthoff) that:
    a. The City has no intention of changing the manner in which the Subject Property is used (or causing additional regulation of the current use of the Subject Property) until such time as the Subject Property is no longer intended to be occupied for the current use;
    b. The City has no intention of in any way diminishing ingress or egress to the Subject Property by trucks having a gross weight in excess of 10,000 pounds;

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2135 | Fax: 817-483-0812

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c. The City will amend ordinances as necessary to allow (without a permit) continuance of ingress and egress to the Subject Property as it currently exists; and
d. If improvements are made to Dick Price Road that will safely accommodate trucks having a gross weight in excess of 10,000 pounds, then the City will consider allowing trucks having a gross weight in excess of 10,000 pounds to ingress and egress the Subject Property from the north as well as the south.

22. The Martins and their lessees will agree to the proposed annexation only if the City Council of the City of Kennedale agrees to the following:
    a. The current land use, operations, access, and truck travel associated with the Subject Property will be allowed to continue "as is" without any further permitting;
    b. Section 22-86(c) of the Kennedale City Code will be modified and annexation conditions will be made as necessary to allow truck ingress and egress (including trucks having a gross weight in excess of 10,000 pounds) to continue as currently exists; and
    c. When Dick Price Road is adequately improved to carry trucks having a gross weight in excess of 10,000 pounds, then the City will allow (without permits) trucks having a gross weight in excess of 10,000 pounds to ingress and egress the Subject Property from the north as well as the south.

If you have any questions, disagreements, or comments regarding all or part of any of the 22 points outlined above, please let me know at least 3 days prior to the Council's first public meeting on this matter in March 2003.

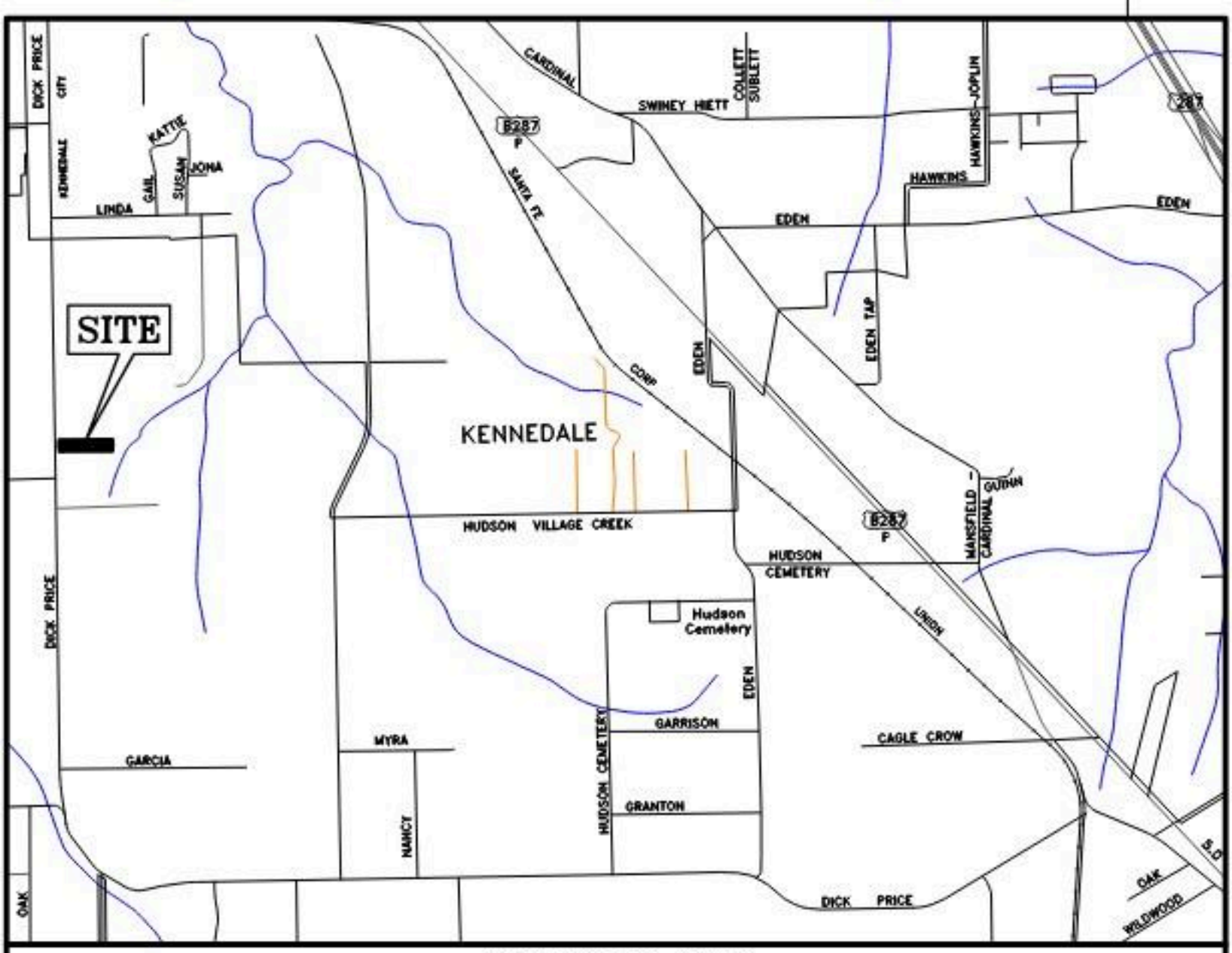
Finally, please call me to let me know when and how Section 22-86(c) has been or is going to be addressed by you and/or your legal counsel. Your continued kind help and consideration of these matters contained in this letter are greatly appreciated. Please let me know if there is anything I can do to help.

Respectfully,

Joe A. Porthoff, President

cc: George Barrett, Councilman
Nita Vaughn, Councilwoman
John Clark, Councilman
Ray Cowan, Councilman
Dr. Don Martin
Ms. Aimee Martin
Jereco Recycled Materials, Ltd.
Abel Trucking Inc. (DBA Back Materials)

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2135 | Fax: 817-483-0812



VICINITY MAP

N.T.S

4365 DICK PRICE ROAD

ADDITIONAL 12-FT PAVING LANE FOR LEFT-TURNS ADDED FOR TRAFFIC MITIGATION ALONG FRONTAGE

Approximate Limits of 100 Yr FEMA Floodplain

Sport Court

1.46+/- AC

PICNIC/PLAY AREA

2.725+/- AC

PLAYGROUND

POOL

OFFICE/ CLUB HOUSE

4,200 SF RESTAURANT

RETAIL 14,000 SF

RETAIL 14,000 SF

DRIVE-THRU

APPROXIMATELY 4,800-LF PUBLIC WATER LINE EXTENSION

DETENTION 1.5+/- AC

PICNIC/PLAY AREA

7.191+/- AC

TRACT 3 2.292 +/- AC

ROADWAY IMPROVEMENTS TO GREEN CIRCLE

DETENTION 1.5+/- AC

STUB OUT

PICKLEBALL Court AMENITY

DOG PARKS AMENITY AMENITY

DETENTION 0.25+/- AC STUB OUT

125' GREEN SPACE BUFFER

Picnic Area with Trails

DICK PRICE RD.

WILSON RD.

GREEN CIRCLE

SHELBY COUNTY SCHOOL LAND SURVEY – ABSTRACT No. 1375

R.L. RICHLEY SURVEY – ABSTRACT No. 1327

SITE SUMMARY	
GROSS ACREAGE	101.1 AC
COMMERCIAL ACREAGE	9.2 AC
RESIDENTIAL ACREAGE	71.9 AC
OPEN-SPACE ACREAGE	20.0 AC
CURRENT ZONING	R-1
PROPOSED ZONING	PD - MHC / C-2

COMMERCIAL LOT SUMMARY
PROPOSED USE: GENERAL COMMERCIAL
RETAIL BUILDINGS: 2 @ 14,000 SF (EA)
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES

MHC RESIDENTIAL LOT SUMMARY
MH RESIDENTIAL TOTAL LOTS +/- 400
MIN. LOT AREA 5,000 SF
LOT DIMENSIONS 50' X 100' (TYP)
MH TYPES: SINGLE WIDE (TYP.), DOUBLE-WIDE WILL ALSO FIT
MAX. MH DIMENSIONS: 32' X 80'
PARKING: PRIVATE DRIVEWAY EACH LOT
EMERGENCY ACCESS: PRIVATE STREETS INCLUDE FIRE LANE
FIRE PROTECTION: 500' FIRE HYDRANT COVERAGE (TYP)

COMMON AREA / OPEN - SPACE SUMMARY
CENTRALIZED LEASING & PROPERTY MANAGEMENT OFFICE
PROPOSED AMENITIES: SWIMMING POOL, CLUBHOUSE
POTENTIAL AMENITIES: SPORTS COURT(S) (VOLLEYBALL, PICKELBALL), PLAYGROUND
PROPOSED COMMON/OPEN-SPACE PARKING: 24 SPACES

0 200 400'

SITE PLAN

12/11/25

PZ Case #25-20: PD Amenity List

Sport Court: Half or Full, enclosed, Basketball/Tennis court.

3 Picnic/Play Areas: Picnic tables and outdoor grills to be distributed as needed. Dog waste bags to be supplied.

Pickleball Court: 1 to 3, enclosed, pickleball courts with covered seating.

Dog Parks: Two enclosed dog parks. One for small dogs. One for big dogs. Trash cans and waste bags to be supplied.

Community Playground: Playground to include swings, slides, and jungle gym amongst other things. To be installed by professionals to meet playground setup guidelines required by governing body.

Community Pool: Pool for community residents. Pool Rules can be found in community guidelines.

Community Clubroom: Clubroom for community events and private gatherings to be hosted by community residents. Clubroom Rules can be found in community guidelines.

C-2 Exclusions:

1.) Accessory Uses of any kind
2.) Bed and Breakfast
3.) Hotel/Motel
4.) Micro winery with vineyard
5.) Recreational Facility, campground
6.) Recreational Facility, outdoor
7.) Recreational Facility, commercial outdoor-paintball or other survival games
8.) Recreational Facility, driving range
9.) Recreational Facility, golf course
10.) Recreational Facility, RV park
11.) Recreational Facility, rodeo ground and arena
12.) Recreational Facility, vehicular racing facility
13.) Theater, movie, indoor
14.) Agricultural operation of farm
15.) Agritourism
16.) Greenhouse and nursery, commercial
17.) Keeping of animals, hobby farm
18.) Stables, private
19.) Stables, public/commercial
20.) Winery, with vineyard
21.) Impound vehicle storage facility
22.) Landfill
23.) Manufacturing, processing and packing-heavy
24.) Outdoor storage, commercial and industrial
25.) Salvage operations
26.) Airport
27.) Airstrip
28.) Bus terminal
29.) Freight terminal, railroad
30.) Freight terminal, trucking
31.) Helicopter landing pad
32.) Parking facility, public or commercial
33.) Waste management facility
34.) Waste management facility, transfer station
35.) Wind energy turbine
36.) Cemetery

37.) Community public safety- prison or penitentiary
38.) Government facility
39.) School, college or university
40.) School, elementary, middle, high school
41.) Animal Service, commercial kennel
42.) Animal Service, shelter or rescue
43.) Crematorium
44.) General office and services- Construction and Building Services, outdoor storage
45.) General office and services-personal services- funeral home (without crematory services)
46.) General office and services-with a drive through facility
47.) Vehicle wash
48.) Vehicle wash, trucks and heavy equipment
49.) Residential useage of any kind
50.) Bakery, retail-under 2,000 sqft of gross floor area
51.) General retail- over 50,000 sqft gross floor area
52.) General retail (outdoor)
53.) General retail with a drive-through
54.) Liquified petroleum gas (LPG) sales
55.) Service station
56.) Sexually oriented business
57.) Temporary use-special function

This letter serves to verify and ensure that the home which will soon be located at , and owned by_____, will be supplied with the necessary setup to comply with Community Name MHC uniformity.

Please verify in writing your commitment to properly setup the home with contractors approved by Community Name management prior to work being done.

I _____ , understand and acknowledge that I have read the New Home Move-In Requirements.

By signing below I'm agreeing to receive prior approval, and communicate with Community Name MHC management during all aspects of the home setup process.

I hereby agree that I shall pay for the complete setup of the home to Community Name standards and follow all necessary and legal steps to complete the home to such standards in a timely manner.

_____.

I agree to contact Community Name MHC management following construction steps to set up the home so that the steps can be inspected and approved by management to assure community standards are maintained. _____.

I agree to setup the home with all New Home Move in Requirements set forth by Community Name MHC._____.

I agree to pay monthly lot rent in a timely manner from the time the home is placed on the lot.

_____.

Community Name
Guidelines

These are the guidelines, rules, and standards in the Community designed to protect your health and safety as a Resident here in Community Name.

Community Address. Kennedale, TX 76140
Office (XXX) XXX-XXXX

APPLICATION AND BACKGROUND CHECK PROCEDURE: All persons 18 and over must apply for residency at Community Name. They must fall into the categories listed below, fill out an application, and submit a $XX.00 non-refundable application fee.

- Persons applying for Occupancy **only** will have only a background check done.
- Persons applying for Residency and Financial Responsibility will have a background check and a credit check done which will be used as part of the process to determine if there is sufficient income to support site rent and utility charges as well as using it to calculate overall Debt to Income ratio (DTI) with a maximum of 50% and Housing ratio with a maximum of 40%.
- Persons who are purchasing a home for sale by owner, listed through a Realtor, or a Broker must provide the purchase agreement by producing a copy of the sales contract, method of payment, and terms of the home sale. It must include purchase price and monthly payment amount including taxes and insurance. (The home purchase can **NOT** close until residency application has been completed and residency been approved)
- Persons who are applying to move in with an existing homeowner in the community must have a letter from the homeowner, requesting that an application be run for residency.
- Any person/persons buying a home through Community Name Brokerage, must also submit the application for residency approval within Community Name along with their loan application. If purchasing a home with cash, persons must provide proof of funds.
- Persons who are bringing in a home from a retailer, manufacturer, or pre-owned home to place on a vacant lot must apply for residency approval. The application for residency needs to include the information about the home loan payment if there is one so that ratios can be calculated for sufficient income to support site rent and utility charges.

WHEN MAKING AN APPLICATION: You will be given a form that lists what documents you'll need to submit with your application. All documents are used to verify income, identity, source of funds, and run a detailed background check. Documents can include Driver's License, S.S. card, ITIN, paystubs, bank statements, W-2's or 10-99's, and any other documents needed for residency verification.

AIR CONDITIONERS: Central air conditioners and split units are permitted. Central air conditioners and split units must be located on the side or the rear of the home and must be installed according to city building requirements or manufacturer's installation requirements**. Window air conditioning units are not permitted** without prior authorization from the Management and will only be approved for temporary use until the central unit is fixed or replaced**.** A licensed electrician must perform all electrical work. (See section on Fines)

ANTENNAS: No television, CB, FM or ham radio antennas are permitted to be installed outside of the home without the specific written authorization of Community Management. Management will advise if local ordinances also prohibit different types of antennas in the Community.

CARPORTS: All carports must be fabricated of aluminum or steel, specifically designed for awning applications and installed in a safe and decorative manner. All carport installations must be **approved by Management** prior to purchasing and installing.

BASKETBALL HOOPS: Portable basketball hoops are allowed. However, they must be following the City of Kennedale ordinances. The hoops cannot be in the street, on the sidewalks or grass area near or on the curbs. All hoops should be laid down beside the home at night. NO PLAYING in the street is allowed at any time.

CURFEW: The curfew hours for Occupants **17** years of age and under is **10:00PM Monday through Sunday** within Community Name.

CHILDREN: Occupants ages **13 to 18** years of age are not allowed to loiter around the Community facilities, roam the streets after 10:00 P.M., or loiter at the office, playground, pool, or clubhouse area without an adult present. Occupants **12 and under** are not allowed to play in parking lots, other Resident home sites without homeowners permission or other Community common areas without adult supervision. **Parents will be held accountable for their children's actions and any damages caused by them to Community property or other Residents property.** Children and their Parents are also subject to criminal prosecution and potential eviction.

CLUBHOUSE REGULATIONS: The clubhouse and its variety of facilities are for the exclusive use of Community Residents, their families and their guests. Guests must be accompanied by the homeowner or resident. The use of equipment and facilities is at the express risk of the user who will be held responsible for all damages resulting from misuse and abuse. The clubhouse hours are from 9:00a.m to 11:00p.m and can be reserved during these hours through the Community Name Management Office. On some special occasions, the clubhouse may have extended hours upon request approved by Management.

Residents must be current on all accounts when reserving the clubhouse and on the date of the event they have reserved the clubhouse

- Children are only permitted in the clubhouse and facilities when accompanied by an adult Resident. **Children must be supervised at all times.**

- Activities involving teens are restricted to areas designated by the adult in charge and do not include running or other horseplay through the building or loitering in the offices, clubhouse, or playground areas.

- Shoes and proper attire must be worn in the building at all times.

- Homeowner Residents may reserve the party room for private entertaining, such as birthday parties, graduations, anniversaries, retirements, holidays, family gatherings, first communions, baptisms, wedding showers, baby showers, homeowner's wedding rehearsals and only the homeowner's wedding reception. The party room cannot be reserved for commercial parties for private clubs, associations, political gatherings, or

religious services. Residents raising funds for charities may reserve the party room with approval of the Management office. Regular, consecutive bookings shall be restricted to social groups totally comprised of Residents. Residents must complete a reservation form and pay, in advance, a deposit of five hundred **$500.00** dollars to hold their reservation date. The deposit will be refunded if the clubhouse is left in the same condition that it was received. Homeowner Residents will be held responsible for any and all damages to the facilities. In addition, a **$50.00** cleaning deposit is required. If the clubhouse is left clean, that deposit will also be returned. The Clubhouse must be cleaned and vacated by 9:00 a.m. the day after it has been reserved.

- Party activities must remain within the clubroom, and party activities **are not allowed** in other areas, **outside grounds, playground, or pool**. Violation of this rule will be sufficient grounds for Management to withhold the full cash deposit. **Exception:** With Management approval, inflatables can be approved.

- Community Name does not approve alcoholic beverages at the Community clubroom or pool area. Alcoholic beverages are NOT allowed in the building at any time. However, alcohol (such as champagne for a **wedding toast**) may be served under certain planned circumstances and only if in compliance with Kennedale city ordinances. These exceptions must be approved by Management. No alcoholic beverages may be served to anyone under the legal drinking age. Any homeowner who reserves the clubroom will be held responsible if there is any unapproved service of and consumption of alcoholic beverages at his/her party.

- No gambling activities are allowed except those permitted by law and restricted to non-profit service organizations properly licensed by state or local authorities.

- The use of amplifying systems with live or recorded music must be at a minimal level in consideration of Residents living near the clubhouse and must have prior approval by the Management.

- Food and drink are allowed in the party room only.

- Trash must be removed and disposed of properly.

- Management will not be responsible for items left in the clubroom by Residents.

- Persons caught stealing or maliciously damaging the building or equipment will be considered just cause to initiate legal proceeding for eviction and prosecuted to the fullest extent of the law if cost reimbursement methods have been exhausted. **Parents will be held responsible for the actions of their children.**

COMMUNITY OFFICE: The Community office is open Monday through Friday for your convenience to assist you with Community-related issues. The Community office hours and telephone number are posted at the office. All Residents are advised to contact the Community office, or stop by in person if you have a Community-related problem

such as: disturbances, payments, additions and changes to your home site or question about the Community rules and regulations. Make all changes related to your residency registration status at the Community office. All delinquent rents after the grace period must be paid at the Community office. Do not go to the Community Management or sales personnel's private homes for Community related business other than for emergencies, i.e., fire, major underground water, sewer, or vandalism of Community owned property.

COMMUNITY HOMESITE FEES: Every Resident will be paying the current Market Rent when you enter into a lot lease with Community Name. Your monthly Community home site fee is also determined by location of the site and will be either a Regular or Premium Fee. The monthly fee is due and payable at the Community office. If any payment is not received by Community Name by the end of the grace period of the month in which it is due, the payment will be increased by a late fee equal to _____ Dollars ($XX.00) on the following day and _____ Dollars ($X.00) per day for every day the amount remains unpaid thereafter. Any payment postmarked after the grace period which does not include the late fee WILL NOT be posted to the Residents account until the late fee has been paid.

· Community Name does NOT accept partial payments
· Community Name does NOT accept or hold postdated checks
· After the grace period of each month, all payments must include the $XX.00 late fee plus the $X.00 per day until payment is paid in full.

Sixty (60) days' notice shall be given before vacating the Community unless waived by Management.

Homeowners will be charged _____ **($XX.00)** dollars for each personal check they write when it is returned by the bank due to non-sufficient funds or the account being closed. If you pay with an NSF check, you will not be able to pay with checks for the next 3 months. If you present a second NSF check, you will not be able to pay with a check for the following 6 months. After that, you will not be allowed to pay by check going forward if you have a third NSF check.

DELINQUENT PAYMENTS: Monthly fees paid after the grace period can ONLY be paid at the COMMUNITY OFFICE. Payment must be made by cashier's check, personal check, money order, or direct deposit. **NO CASH**. Residents not paying their delinquent monthly fees at the Community office within the grace period after the due date shall be sent a legal notice by the Management office for non-payment. The Notice will be a **10-Day Notice to Cure**. This Notice will give the Resident 10 days to pay their delinquent account in full. If the account is not paid in full after the 10-day notice, the Resident will receive a **3-Day Notice to Vacate**. This notice will give the Resident 3 days to vacate the home or pay the delinquent balance in full. Delinquent payments not paid in full at the Community office by the last day indicated on the Notice to Vacate may cause legal action, including eviction, to be instituted by the Management. In the event Management determines any Resident to be delinquent or in default of the monthly fee agreement and/or in violation of the rules and regulations and deems it advisable to commence eviction and/or collection proceedings against such Resident in the court of proper

jurisdiction, then any such Resident may be subject to pay as non-refundable fees and/or charges all expenses and costs, including attorney fees, reasonably related to these proceedings including, but not limited to, the following:

- Preparation and filing of Sworn Complaint for Eviction for Manufactured Home Community;
- Preparation and filing of Eviction/Forcible Worksheet;
- Any court appearance by Community and its attorney;
- Drafting and filing Dismissal of the Eviction; and
- Requesting a Writ of Possession and any fee or charge required by the constable or like officer for causing the service and enforcement of a Writ to recover possession of the premises.

Management may at its discretion report all late payments and court action to any credit reporting agency.

Additional fees are charged for (1) water and sewer fees including flat fees, administration fees and usage fees and (2) storage fees for space reserved in a Community storage area. Management is compelled to collect any state or local taxes and remit the amount collected to the proper taxing authorities.

COMPANY NAME: The company name, Community Name, and/or its symbol shall not be reproduced for any purpose whatsoever without the express, written consent of Management.

CONSTRUCTION AND ACCESSORIES: Construction of any kind, including painting of the home, whether on a Resident's lot or their home, **must first be approved by Community Management**, in writing, to assure compliance with local, state, and Community requirements. When you choose your contractors, they must come to the office for instructions prior to any work being done on the outside of your home. Local government agencies may require a building permit before starting the work. **The homeowner will be held responsible to comply with any building permit or other local government requirement**.

ELECTRIC: A utility pedestal is provided to each home site. The responsibility for providing service to each homeowner is the sole responsibility of a chosen utility company. The Resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Outside liquid propane gas bottles and fuel tanks are not allowed.

FIREPLACES: Wood burning fireplaces must be installed by a licensed contractor. The fireplace must be in compliance with any state, local or Community regulations. Proper local permits must be acquired by the homeowner. Chimney stacks must be installed through the home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the Community. Chimney stacks cannot be constructed through

the side wall of the home. Residents with wood burning fireplaces must store firewood in a orderly manner on the sides or backs of their homes. A maximum of one (1) cord of wood can be stored on site. Management will advise you if there is a problem with your firewood storage methods.

HOME ADDRESS: Homeowners are required to display Community provided address plaque numbers. The plaque must be located on an end wall as specified by Management. Home address should be visible and legible at all times.

HOME REQUIREMENTS: All homes shall be approved by Management prior to being places on a lot.

HOMESITE: The following items outline the requirements and standards for your home site at Community Name.

· There will be absolutely no outside storage of any kind permitted on the home site except covered garbage containers. (Garbage containers must be stored out of sight.)
· All tools, lawn mowers, toys, and miscellaneous items must be kept in the utility shed.
· Residents are responsible for tree trimming and tree removal (removal requires prior approval by Management).
· Winter protective devices used to prevent heat loss such as plastic or foil over windows and doors cannot be installed on the exterior of the home. Summer protective devices used to prevent loss of cooling such as plastic or foil over windows or doors cannot be installed on the exterior of the home.
· The **only** type of window coverings that should be showing from the outside of your home on the street side are blinds or drapes.
· Each Resident shall be responsible for regular mowing, trimming, watering, fertilizing, weed control, and general maintenance of his/her home site. Cleanup after mowing includes sweeping of sidewalks and driveways, and bagging of leaves and grass. DO NOT sweep or blow grass into the streets.
· Neglected home sites, will be maintained by Community maintenance at a minimum charge of One Hundred dollars ($100.00 and up) for each time the home site is maintained by Management because of resident's failure to do so. Maintenance of neglected home sites includes cutting the grass, collection of litter, removal of dead trees or shrubs, and weed control.
· Storage under the home or on the site of boxes, bottles, cans, trash, garbage, equipment, or objects which constitute a fire or health hazard or unsightly appearance is not permitted.
· Tents or screen-type gazebos are prohibited on site.
· No laundry shall be hung outside the home, and clotheslines are prohibited.
· Any changes in home size, space arrangement, home addition or attachments to exterior of the home **MUST** have prior written approval by Community Management. A written request or drawn plan must be submitted to Management for approval. All unapproved projects are subject to being removed at owner's expense.
· An approval, if granted, will be given to the written request or plan by Management and a copy put in Residents' file.

· Homeowners and service companies are required to apply for permits from the local municipality building department if required.
· INSTALLATION/MAINTENANCE of any type of vegetable gardens or landscape items requires the specific approval of Management to insure non-interference with underground installations of utilities, local and state codes, or the aesthetics of the Community.
· The exterior or your home must be reasonably maintained on a regular basis. This includes the porches stained and the skirting repaired and repainted.

HOMESITE APPEARANCE: No household furniture such as recliners, couches, dining tables or chairs may be kept out on porches. Only outdoor furniture may be out on your porch. Items piled on your deck, around the deck, behind the deck or home, and between the home and storage buildings is unacceptable. This includes exercise equipment, mattresses, bags or cans, trash, old junk, car parts, etc. These items CANNOT be kept on your home site and must be disposed of properly Residents have access to the local landfill by taking your monthly statement with the water bill. Branches, tree trimmings, shrubs, bags of grass or leaves, or any type of landscape materials is not picked up by the weekly trash service.

LANDSCAPING: All landscaping improvements installed by Residents shall become a part of the real property of the Community. All landscaping improvements remain upon and are surrendered to the Community when the site is surrendered, vacated, or abandoned. However, at Management's opinion, Resident, at his/her expense when surrendering the site, may remove all such landscaping planted by Resident and Resident shall be responsible for repair of any damage to the real property caused by the removal.

MOTORCYCLES: Licensed motorcycles may only be ridden to and from the Resident's home. Please be courteous about motorcycles with loud mufflers. Please be courteous about loud music with regard to motorcycles riding through the Community. Motorcycles cannot be parked or stored on landscaping. Operation of mini-bikes, mopeds, go carts, dirt bikes or three or four wheel all-terrain vehicles are prohibited in the Community. Operation of these vehicles in the Community will be subject to a **fine** by Management. (See section on fines.)

NOISE CONTROL: It is the purpose and intent of Community Name to guarantee freedom from disturbing noises AT ALL TIMES. Excessive and abnormal use of television, radio and particularly stereos **(including vehicle/motorcycle stereos),** will cease between the hours of 10:00 p.m. and 8:00 a.m. The use of any fireworks is prohibited in the Community and the immediate perimeter of the Community. The use of fireworks in the Community will be subject to a **fine** by Management. (See section on fines)

PARKING: Parking is provided for cars on each home site. Please fill your parking pad before parking out in the street.
· **NO PARKING IS PERMITTED ON SIDEWALKS OR LAWNS**.
· Fire, ambulance or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way.

· No illegal street parking is permitted. For example, **NO PARKING IN THE FIRE LANES IS PERMITTED AT ANY TIME**.
· Vehicles illegally parked in streets or vehicles parked in Community parking areas and left unattended for an extended period of time will be towed out of the Community at the owner's expense.
· Additional parking may be installed, at the Resident's sole expense, provided the additional parking area is not in violation of local and state regulations and written **Community Management approval is obtained. Additional parking is based on availability on each lot.**
· Residents may have more than two vehicles, but they must be registered and in working order.
· **DO NOT BLOCK** other Resident's sidewalks or driveways and do not block Community Name Brokerage Homes For Sale.
· Vehicle parking is prohibited within 10 feet of any fire hydrant located in the Community.
· **Vehicles must be parked at least 30 feet from any corner or alley entrance in the Community.**

PET POLICY: Failure to abide by the Community Pet Policy will result in action up to requiring removal of the pet or eviction.

1) Resident must obtain Management written approval for all pets on an individual basis. Residents may have, with Management's prior written approval registered "domesticated" pets. Domesticated pets include cats and dogs, which are typically kept as household pets. Domesticated pets do not include exotic animals, rodents, reptiles, snakes, monkeys and/or farm animals. Management reserves the right to reject pets which may be dangerous to others within the Community. Animals which are not approved of by Management may not be kept within the confines of this Manufactured Home Community. **Residents must provide Management with a photograph of each pet.**

2) Residents are required to clean up all animal feces at the home site on a daily basis, and while walking their pet, including the open areas. Any damage to landscaping caused by a pet must be repaired. Please be neighborly and make sure to clean up if your pet uses someone's yard. It is best to try and prevent pets from going in other peoples' yards. **"No person shall discharge, deposit, or allow to accumulate on private or public property in the City of Kennedale, any animal waste. Violators can be charged with a Class C misdemeanor."** (per the City of Kennedale Ordinances)

3) Residents are solely and totally responsible for the behavior of their pets. Noisy, unruly, or dangerous (at the sole discretion of the Management) pets will not be allowed to remain in the Community, **even if the pet was previously approved by Management.** Management will require that noisy or unruly pets be permanently removed from the Community following the issuance of a second notice of violation of the Pet Rules. Any pet which bites, attacks, or threatens a

person or other pet in the Community must be removed immediately upon the first notice from Management.

4) Pets are **NOT** allowed in any **office, clubroom, playground, or pool areas.**

5) If a pet is required for disability or emotional support assistance then certification and documentation from an approved medical provider must be supplied to Management on the disability of the applicant and the capability of the pet. **This does not mean an online certification of approval of a pet being a "therapy" or "emotional" support pet or any other online certification status.**

6) Pets may NOT be tethered outside at any time. Fenced-in enclosures, electric fences, invisible electronic dog fences, dog runs and doghouses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs are allowed. Any pet found running loose or tied up outside a Resident's home may be caught and turned over to the local animal shelter. Residents will be responsible for all costs and charges assessed by the shelter or charges to Management.

7) Residents will present valid written proof to the Community office that their pet has been properly inoculated and licensed in accordance with state, county, or local laws and ordinances upon request.

8) All pets must wear an identification collar, including owner's name, address, and phone number.

Resident agrees that he/she assumes full responsibility for the occurrence of any harm, injury, including death, incurred by any person or for any damage to the property of the Community or any other person, as a result of the behavior or conduct of their pet. Management disclaims any responsibility for the occurrence of harm, injury, or death to a pet caused by agents or employees or by Residents or their guests, except for Management's failure to perform a duty or negligent performance of a duty imposed by law.

PUBLIC CONVENIENCES: The public conveniences in this Community are maintained as a service to the Resident and should be respected and cared for in the same manner as the home. Your cooperation in keeping rest rooms, clubhouse, playground, picnic areas, or any other community amenities clean and serviceable is essential and appreciated. Any irregularities in the operation of these conveniences should be reported to Management immediately. Please leave all equipment, machines, and fixtures clean after use.

RECREATIONAL EQUIPMENT: Boats, trailers, utility trailers, cargo trailers, motor homes, unmounted truck campers, RV campers, and ATVs are not permitted on site or in Community parking areas. Please check with Management for approval for loading and unloading RVs and boats**. Normal time is 24 hours before for loading and 24 hours after for unloading, then the RV or boat needs to be returned to storage**

facility. In Communities that have special storage areas, the Residents may store their recreational equipment in the storage area at an additional fee per month (if space is available). If there is no Community storage area or should space not be available, these items must be kept outside the Community. Vans and van sized mini motor homes may be allowed when used as a second vehicle and approved by Management. Management assumes no responsibility for fire, theft, vandalism or damage of any nature to items stored in the storage area. All Residents using this area will be held responsible to carry insurance on their own equipment as well as current registration and license.

RECREATIONAL FACILITIES: Recreational facilities such as the clubroom, playground, bathrooms, picnic area, common areas, swimming pools and patios or any other buildings or rooms for recreational purposes, are for the exclusive use of Residents and their guests **(maximum of 2)**, and guests must be accompanied by the homeowner Residents at all times. Posted regulations for the proper use of all facilities should be observed. Equipment and facilities used by Residents and their guests will be at their own risk. Users are also held responsible for damages and breakage. Individual swings, slide sets, play houses, trampolines, or tents, may not be installed on Resident's home sites. Small wading pools, six (6) feet diameter by twelve (12) inches deep, maximum may be placed at home site. For the sake of liability, pools must be emptied when not in use and stored inside utility building nightly. Small sandboxes, four (4) feet by four (4) feet, maximum may also be placed on home. We suggest you have a cover for any sandbox.

REFUSE AND GARBAGE COLLECTION: Garbage pick-up will be furnished to each home site by a local trash service. Your Community Management personnel will notify you of your designated pick-up day which is currently _____Day_____. Disposable diapers, wipes, tampons and sanitary napkins must be placed in refuse containers, not toilets. At all other times, garbage bags and totes cannot be left out in the street. All compost, grass clippings and leaves must be bagged and put in with the regular trash pickup. They must be disposed of outside the Community at the local landfill if they are not picked up by the trash service. Garbage containers shall be kept in the shed or an inconspicuous place such as behind decks, not in front of decks or at the front of the house or on sidewalks. Residents are required to keep their home sites free of health and fire hazards. Take your large items and other bulk trash to the dump, and any violation notices will be just cause to **fine** Residents and any violations above three (3) will be just cause to initiate legal proceedings for eviction.

REGISTRATION: Resident homeowners are responsible to register all occupants residing in their homes, vehicles and their current license numbers and pets, should they have any, at the Community office. THIS REGISTRATION MUST BE KEPT CURRENT throughout the year.

REPAIR RESPONSIBILTY: Management shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level (underground) excluding Resident's sprinkler systems. Utility companies, such as telephone, and electric are responsible for their individual underground facilities leading to your home. **Management will be responsible for below ground improvements,**

excluding sprinkler systems and the Resident shall be responsible for any damage and repairs above ground. Should the Resident damage any below ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by Management personnel or its contractors and charged to the Resident. Should the blockage of a sewer line be the result of items discarded by the Resident into the sewer, the cost of repair shall be that Residents' responsibility.

RESALE OF HOMES: Your lease for the manufactured home site is non-transferable. Additionally, manufactured homes may not be rented or subleased. Residents may resell their home on its site within the Community so long as the home meets Community specifications and the prospective new Resident is approved for residency prior to closing on the sale of the home. If the home does not meet Community specifications, the home must be brought into compliance or be removed from the Community. Residents selling their home on site must have their home inspected by Community Management prior to selling. No home will be allowed to remain on site and your lease for the home site will not be transferred to your buyer. Your buyer must apply for a new lease for the home site. After receiving approval, your buyer must apply to lease the home site and be accepted by Management, pay all applicable fees, deposits (if required) and provide proof of ownership of the home. (See Application & Background Check Procedures on page 3.) Qualification for acceptance into the Community will be based upon acceptance of Community rules and regulations, background check, credit, income, and personal character of purchasers and others who will reside in the home. Resident homeowner or person selling the home is responsible to conform to all sale inspection and approval requirements. Only one "FOR SALE" sign will be permitted. No homemade signs of any kind will be permitted. Signs can be purchased at most home goods stores such as Home Depot or other hardware stores. Any sign not in conformity with this section will be removed by Management without notice. See Exhibit B

RIGHT OF ENTRY

- Management, reserves the right of entry upon the land upon which a manufactured home is situated for maintenance of the utilities and site, and for protection of the Community, for random home and lot inspections, and to complete a resale inspection.

- Management may only enter a manufactured home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

SATELLITE DISH POLICY*:* Community Name has adopted the following policy regarding satellite dishes. Satellite dishes are accepted in the Community at individual home sites under the following conditions:

- Resident must contact Management stating their desire to place a dish at their home site. This request must state location and size of dish. Resident will receive approval of placement within three (3) business days of receiving the request.
- Satellite dishes maximum size is twenty inches (40"), maximum one per home site.

- **Absolutely NO satellite dishes may be installed in the yard of the home. No tri-pod stands may be installed in the yards.**
- **All dishes must be located at the rear of the home away from the street or streets,** and below the roof line.
- If the dish cannot operate under the above conditions, it is not permitted.

SECURITY DEPOSIT: If a security deposit is required from a Resident prior to his/her home being placed on site or ownership transfer, the security deposit will be returned when a Resident leaves, by giving proper notification, all rents are paid current and the home site is vacated in good and undamaged condition in accordance with Management requirements and any existing state or local public acts, laws or ordinances. You must notify the Community office of a forwarding address within four (4) days of moving from the Community. Security deposits are non-transferable.

SET UP: The set-up of manufactured homes must conform to Community Name procedure **(Exhibit A**). Set-up must be by a licensed reputable dealer and installer to insure a high quality of workmanship. The set-up company must be licensed, bonded, and insured. Set-up will be inspected by Community Management. Wheels, tires, and axles must be removed; the home shall be lowered to a suitable level prescribed by Management and local or state codes and tied down with a device that meets local and state requirements. Hitches and tongues must be removed prior to occupancy and stored under the home. Clothes dryers shall be vented out through the outside of the home or skirting.

SIDEWALKS, PATIOS, PARKING SPACES: Sidewalks, patios and parking spaces which are allocated for the home site shall be swept and kept clean of dirt, debris, oil, weeds, snow and ice by the Resident homeowner.

SKIRTING: Homes must be skirted with approved materials. Skirting must be placed around entire perimeter of home, properly ventilated in accordance with your Manufactured Home Installation Guide and installed within thirty (30) days of occupancy. Major plumbing connections, i.e., water meter, sewer main, AC drain, and hot water heater drain must be accessible. Access doors must be installed at these points as well as one large enough for access by service people. Any alternative foundation material must be approved by Management in writing. Such material must be specifically designed for skirting applications. Skirting shall be kept in good repair and appearance at all times.

SOLICITING: No soliciting or peddling by private or commercial enterprises is allowed. Please report any solicitors to the Management immediately. It is also your responsibility to inform anyone soliciting that we do not allow soliciting in our Community and they need to leave immediately.

STEPS, PORCHES, DECKS: Steps, porches and decks must have **MANAGEMENT APPROVAL.** All decks, porches ,and steps should look uniform in appearance and all entries must have access in accordance with Kennedale Fire Marshall regulations. All decks, porches, and steps must be of treated lumber.

- **Steps**: Steps made of treated wood with appropriate railings and enclosures and are to be installed by contractors approved by Management. Homeowners are to pay the cost of steps and installation. NO FIBERGLASS STEPS OR TEMPORARY STEPS ARE ALLOWED. The Stain must match or compliment home exterior (see Management for details). Handicap ramps added on the home site will be permitted for physically impaired Residents and built according to the ADA standards. Homeowner must submit construction plans to Community Management for approval.
- **Porches**: All back porches must be skirted and conform to skirting requirements on manufactured home. Porches must have metal or wood handrails on all exposed sides if not enclosed. Minimum back porch size is four (4) feet by six (6) feet.
- **Decks:** All front decks must be made of treated wood. Front decks should be covered with a roof. Wood decks must be stained. (painting of decks is highly discouraged; however, you may use solid stain paint). The stain must match or compliment home exterior. Steps and hand railing must be of a material consistent with the deck's construction, with a rail on at least one side of the steps. The Resident must submit to Management complete drawings and specifications of any deck or porch to be built on a home site for written approval by the Management prior to confirming construction by a contractor or purchasing material and beginning construction. Any deviation from these specifications will cause an order for removal by Management. Minimum deck size for homes without factory porches is six (6) feet by twelve (12) feet, and decks must be free standing. Homes with built in porches or decks will be allowed with written approval of the floorplan by Management. Metal handrails are optional. Decks are to be painted to match the skirting on the home.

Homeowners or contractors must have written approval from Management prior to constructing or fabricating any type of exterior changes or additions on the home site.

SWIMMING POOL GUIDELINES (if applicable): THERE IS NO LIFEGUARD ON DUTY

POOL HOURS ARE FROM 10:00 AM TO 9:00 PM

1. For the safety and welfare of children, children under eighteen (18) years of age must be accompanied by an adult.

2. For sanitary health reasons and safety, all children under three (3) years of age must wear approved swim wear (Little Swimmers) at all times when they are either in the pool or within six (6) feet of the pool edge at any time. Management reserves the right to check the type of swim wear being worn.

3. Residents may not bring more than two (2) guests to the pool at any one time.

4. The Pool Area is a **NON-SMOKING AREA**. Do not smoke inside the fenced area.

Proper Attire

5. Only regular bathing attire will be permitted in the water. No shorts, cut-off pants or shirts will be permitted.

6. All footwear must be removed before entering the pool.

7. Changing from clothing to swimwear must be done in your own home or restroom.

8. Anyone entering the clubhouse must wear shoes and a covering over his/her DRY swimsuit. **ABSOLUTELY NO WET SWIMWEAR IN THE CLUBHOUSE OR FITNESS ROOM IS PERMITTED.**

9. Beach robe or covering must be worn to and from pool area.

Alcoholic Beverages are not allowed at the pool.

No alcoholic beverages are allowed in the pool area.
No glass containers are allowed in the pool area.
No BBQ pits inside the pool enclosure.

Special Restrictions

- Admission to the pool may be denied to those obviously suffering from heavy colds, coughs, inflamed eyes or ears. Swimmers must be free of any skin condition, bandages, or open sores.

- Swimmers may not shampoo or use soap in the pool.

Miscellaneous

- Management where required, reserves the right to limit the number of Residents or guests in the pool. **Maximum capacity per the City of Kennedale is 50 persons.**

- Upon notice from Management, all persons must leave the pool and remain out of the pool until the signal is given to re-enter the pool.

- No pets are allowed in the pool area.

- No running, pushing, wrestling, ball playing, rough play, shouting, cursing, dunking, or any other improper behavior will be permitted.

- The pool will be closed during storms of any nature or when the temperature drops below seventy (70) degrees Fahrenheit.

- The pool cannot be used when closed due to bad weather or after regularly scheduled pool hours.

VIOLATION OF THE AFOREMENTIONED POOL RULES WILL BE SUFFICIENT CAUSE FOR SUSPENSION OF POOL PRIVILEGES FOR ONE (1) TO THIRTY (30)

DAYS, DEPENDING ON THE SEVERITY OF THE VIOLATION. CONTINUED VIOLATIONS WILL BE JUST CAUSE FOR CANCELLATION OF PRIVILEGES OR MORE STRINGENT ACTION TO BE TAKE BY MANAGEMENT.

TELEVISION AND INTERNET: Each Resident can choose their own provider of services. There are various Cable and Satellite Services available in the Community. Any Resident or homeowner who illegally taps into the satellite or cable channels without the cable company's approval shall be subject to any legal proceedings initiated by the providers. The companies can terminate ALL programming if you have violated this law.

TRAFFIC AND VEHICLE REGULATIONS: All traffic regulations will be observed and obeyed throughout the Community. **A XX MILE PER HOUR** speed limit is enforced in Community Name. **Stereo systems in cars or on motorcycles should be minimized while in the community.** Violators will be issued violations and three (3) violations shall be considered just cause to issue a **FINE**. Continued violations may be referred to the local police for further action and the Resident is subject to legal proceedings for eviction.

UTILITY SHEDS: Only one utility shed will be allowed on each home site. The maximum utility shed size in each Community is controlled by either Community Name regulations or local ordinances or codes. Generally, Community Name regulations permit a minimum size shed of ten (10) feet by ten (10) feet and a maximum size shed of twelve (12) feet by fourteen (14) feet, and the shed shall be no higher than nine (9) feet unless incorporated within a carport, if it complies with local codes. Contact the Management office prior to purchasing or installing any size shed. All sheds must be securely anchored to the foundation. Over the top, wire tie-downs are not allowed. Sheds must be kept in good exterior repair at all times. Complete drawings showing size, height of roof, door location, overhang, elevations, etc., must be submitted to the Management for prior approval. All sheds shall be placed no closer than five (5) feet from the Resident's home. Contact your Management prior to purchasing or installing any size shed. Additional foundation work required to enlarge the shed foundation is the direct responsibility of the Resident but must have Management approval for size, location and construction materials. All sheds must comply with state and local approved ordinances. Wood doors must have a frame, not just plywood, to prevent the doors from warping. All doors shall be hinged. All doors to utility buildings and garages must be kept closed while not in use. The color of all sheds and trim shall match the color of the home.

VEHICLE REPAIRING: Minor repairs on site, such as changing fan belts, tires and batteries are allowed**. Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, body work, and body refinishing are not permitted. Vehicles cannot be put up on ramps or blocks for repairing. Residents are required to clean up unsightly oil deposits caused by their vehicles or their guests' vehicles.** No repairs that will take longer than one (1) day, are allowed. Vehicles that are found on jacks, or with the wheels chocked will be tagged for towing. Vehicles tagged for towing will be given 24 hours to correct the issue and then towed at the owner's expense.

VEHICLE WASHING: Resident owned vehicle washing is allowed as long as it is not a commercial operation.

VEHICLES: Residents will display a Community sticker in the windshield of each vehicle for security purposes. Vehicles kept on home sites or in Community parking areas must have current up-to-date license (this includes temporary paper tags) and be self-operable or be removed from the Community. Resident vehicles leaking oil or other liquids on the driveway or street shall have the vehicle repaired as well as the area cleaned. Homeowner will be held responsible for clean-up and/or replacement of damaged asphalt or cement.

VISITORS: Manufactured homes in this Community are solely for single family dwellings unless otherwise noted this the lease agreement. There are restrictions on the numbers of persons per bedroom which consists of two (2) per bedroom + one or per local laws, whichever is more applicable and/or enforceable. A bedroom is defined as a room originally designed for sleeping by the manufacturer. Such home will be used and occupied by Lessee solely as a private dwelling and for no other purpose. Persons who reside at a home for more than 30 days must register at the office and in some cases will have to fill out an application for residency.

IMPORTANT NOTICE: Shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., **ARE NOT AVAILABLE IN THIS COMMUNITY.** During severe weather, Residents and all other non-Residents in the Community are responsible for taking their own safety precautions.

EQUAL APPLICATION FOR GUIDELINES: The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of Community Name and will be maintained by its Community Management personnel. Community Name insists their employees maintain a courteous and respectful attitude towards the Residents. Profanity, physical threats, or actual harm will not be tolerated. Community Name Management expects the same courtesy from their Residents. Unacceptable behavior on the resident's part will be considered just cause for termination of residency. If, on occasion, proper administration of these guidelines has not been maintained, Community Name Management invites you to bring these matters to our attention.

EXHIBIT A - MANUFACTURED HOME SET-UP GUIDELINE
INFORMATION FOR HOMEOWNER

- Manufactured home must be blocked and leveled (on piers, pad or runners), maximum of eighteen (18) inches high on blocking at lowest end of home. Occasionally, homes may have to be re-leveled.
- Minimum six (6) inches by six (6) inches by ten (10) feet hardwood beams must be used for blocking and setting up homes on piers which have non-standard width frames. Blocking shims shall not exceed two and one-half (2 1/2) inches in thickness.
- Hitch(es) must be removed and stored under home.
- Axles, tires, and springs must be removed from home.
- Electric power supply must be installed the distance from meter pedestal to home. Permit must be pulled per city requirements and installed by licensed electrician.
- Prior to installing the water hookup to a home, a licensed plumber must be hired and a permit must be pulled from the City of Kennedale. NO EXCEPTIONS.
- All sewer pipes to be Schedule 40 PVC and must have minimum one quarter (1/4) inch drop per foot. Support plumber straps are required on all sewer lines. One (1) must be at all outlets of home and at five (5) foot intervals thereafter. Fernco rubber flare or bell seal is installed on sewer pipe to prohibit leakage and sewer gas. Never install a heat tape on a sewer line.
- Homeowners are responsible for having a functional smoke detectors which are approved by a nationally recognized, independent testing laboratory and a fire extinguisher, minimum rated 2A-10BC. Smoke detectors should be installed per fire code.
- Water line to home must be minimum one half (1/2) inch outside diameter.
- All newly set up homes are inspected for water leakage. Leaks could occur at any time after you move in. It is critical and required that leaking water lines or dripping faucets are immediately repaired.
- State/municipal approved anchor system must be used per home installation booklet.
- Address numbers must be installed on the front of the home, minimum three (3) inches high; block type address plaque if not available from Management office.
- General Information - Homeowners should know how and where to shut off the water in case of emergency.

EXHIBIT B - HOMEOWNER'S RESALE INSPECTION INFORMATION

Community Name does not warrant that the manufactured home inspected is in conformity with applicable building code, that the manufactured home is free from defects, or that the mechanical, plumbing or electrical systems, including appliances, are in working order. The Resale Inspection does not create any warranty of merchantability and there are no other warranties created herein. Resident/Seller acknowledges that the required Resale Inspection is for and in determination of whether the manufactured home is eligible to remain in the Community in accordance with applicable Community and other manufactured home rules or law.
All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted for replacement, repair or removal.

Inspected items: exterior of home; adjacent structures; address; doors; windows; siding; skirting; and holes caulked; paint; screws; dryer vented outside; steps; handrail; porches; decks; railings; awnings; carports; skirting; shed type, size, ten (10) foot clearance, paint, doors; foundation; heat tape or heat rod; exterior water and sewer lines; water shutoff valve for water service supply, hitch under home; tie downs; no combustible material under home; lawn; parking area cleanliness; sidewalk; patio; site light (if present); general cleanliness and maintenance of site including lawn, landscape, and lawn sprinkler irrigation system; plantings; electrical line off ground; antennas.

*After the inspection is completed, a list of items needing attention will be presented to the Resident/Seller. Prior to the sale of the home, an agreement must be reached between seller and purchaser as to who will perform which items on the list along with deadlines. The agreement must then be presented to the Community Name Management before the home sale is closed. A new lease will not be done and the account of the Resident/Seller will not be closed out until this is completed.

GUIDE FOR BETTER COMMUNITY LIVING AGREEMENT

I/We hereby acknowledge receipt of the Community Name ***Guidelines*** Rules and Regulations booklet including any addendum and agree:

INDEMNIFICATION: Community Name SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER TO THE PERSON OR PROPERTY OF ANY RESIDENT OR TO ANY OF THE EMPLOYEES, FAMILY MEMBERS, GUESTS, INVITEES, PERMITTEES OR LICENSEES OF ANY RESIDENT, OR ANY OTHER PERSON WHATSOEVER, CAUSED BY ANY USE OF THE COMMUNITY OR PREMISES, CAUSED BY A DEFECT IN IMPROVEMENTS ERECTED THERON, OR ARISING FROM ANY ACCIDENT ON THE COMMUNITY OR PREMISES, ARISING FROM ANY FIRE OR OTHER CASUALTY THEREON, OR ARISING FROM ANY CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER RESIDENTS OR THEIR FAMILIES, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR LICENSEES. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, RESIDENT HEREBY WAIVES ALL CLAIMS AND DEMANDS AGAINST OWNER, AND HEREBY AGREES TO INDEMNIFY AND HOLD Community Name FREE AND HARMLESS FROM LIABILITY FOR ALL CLAIMS AND DAMAGES, FOR ANY SUCH LOSS, DAMAGE OR INJURY, TOGETHER WITH ALL COSTS AND EXPENSES ARISING THEREFROM OR IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES WHETHER SUCH DAMAGES, COST, OR EXPENSE IS SUSTAINED BY SAID RESIDENT, HIS/HER FAMILY MEMBERS, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR LICENSEES.

To the terms and conditions set forth in the Community Name Guidelines as may be amended by Management from time to time.

It is further understood and agreed that any violations of the Community Name Guidelines or any interference with the rights of Management or other Residents for which I/We have received written reminder or violation notices from Management, shall be construed as failure on my/our part to perform the responsibilities of my/our tenancy and my/our tenancy may be terminated.

I/We also understand that if the monthly fee is not received in the administrative office within the grace period of the posted due date, a penalty fee of ____($XX) dollars plus $X.00 per day thereafter will be charged. All checks received after the grace period must include the full late fees of _____($XX) dollars plus additional $X.00 per day or the check will be returned. Resident will be charged ($XX) dollars for each personal check which is returned by the bank due to non-sufficient funds in the account.

BY _____
MANAGEMENT

BY _____
RESIDENT

BY _____
RESIDENT

DATE _____ ADDRESS _____

I/we acknowledge that I/we have been offered an opportunity to enter into a twelve (12) month lease and hereby decline to do so.

BY _____
RESIDENT

BY _____

RESIDENT

COMMUNITY NAME
Kennedale, Texas 76140

SEPARATE DISCLOSURE STATEMENT
Provided in accordance with
Texas Property Code §94.051(3)

This sheet is to be signed and left with **Community Name** management when an application is submitted, indicating that you have received the notice below and a copy of a Residency Agreement blank form and a copy of the Guidelines for Community Living (Rules and Regulations). The terms of the notice become applicable if your application has been approved. Another copy of this statement is enclosed for your convenience at the end of the Residency Agreement.

You have the legal right to an initial lease term of six months. If you prefer a different lease period, you and your landlord may negotiate a shorter or longer lease period. After the initial lease period expires, you and your landlord may negotiate a new lease term by mutual agreement. Regardless of the term of the lease, the landlord must give you at least 60 days' notice if the landlord will not renew your lease and will require that you relocate your manufactured home or recreational vehicle. During the 60-day period, you must continue to pay all rent and other amounts due under the lease agreement, including late charges, if any.

Full Name
Lot #
Address
Kennedale, Texas 76140

Date: _____

HOMEOWNER OR APPLICANT

_____
Homeowner

_____
Homeowner

Kennedale, Texas
RESIDENCY AGREEMENT

Full Name of Residents
Lot #
Address
Kennedale, Texas 76140

This Residency Agreement is between _____, LP, doing business as COMMUNITY NAME ("Community Name")
And **Resident Name.**

The primary term of this Agreement shall commence on **Date**.
("EFFECTIVE DATE") and shall continue, subject to the provisions of the Agreement, at rental rates established and adjusted annually by the Community
(a) until 5:00 p.m. on the same day of the sixth calendar month after the EFFECTIVE DATE, or
(b) Until the later date of **Date.**
if initialed here by both
COMMUNITY NAME X_____ and
HOMEOWNERS X_____ & _____ .

Upon expiration of this primary term the Agreement shall automatically renew month-to-month unless either party gives written notice of termination to the other party at least sixty (60) days before the end of the primary term or a future renewal term or unless the parties execute another Residency Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: TCRG Residential, which owns the real estate and common area improvements at **COMMUNITY NAME** in Kennedale Texas ("COMMUNITY") and HOMEOWNER, who owns a manufactured home located in the COMMUNITY. This Agreement allows HOMEOWNER to use the above home site for the placement of his or her manufactured home to be used as his or her personal and actual residence and allows HOMEOWNER the use of common area facilities at the COMMUNITY, subject to lawfully established rules and regulations.

1) MONTHLY RENTAL PAYMENTS. In consideration for the use of common area facilities and for the use of a place to locate a home, the HOMEOWNER will pay to COMMUNITY NAME on the first day of every month **$ *****.00** as adjusted annually by written notice provided to HOMEOWNER at least sixty (60) days in advance.
2) **HOMEOWNER initials X_____ & _____.**
3) **If HOMEOWNER's initials do not appear here, this entire Agreement is void and HOMEOWNER has no rights of tenancy.**

2) SECURITY DEPOSIT. HOMEOWNER shall pay a security deposit of $ ******.00 to secure faithful performance of all the terms and provisions of this Agreement and the rules and regulations. Any security deposit remaining on termination of tenancy, after lawful deductions for accrued rent and damages, shall be returned to HOMEOWNER within thirty (30) days or on later receipt by COMMUNITY NAME of HOMEOWNER's forwarding address. COMMUNITY NAME shall provide an itemization of the deductions. **If HOMEOWNER does not give** COMMUNITY NAME **at least thirty**

(30) days written notice of termination and intent to move from the COMMUNITY, the security deposit shall be forfeited and retained by COMMUNITY NAME**.**

3) WATER, SEWER, AND TRASH COLLECTION. HOMEOWNER shall also pay when and as rent is payable, all amounts billed by COMMUNITY NAME for water, and sewer, gas and trash collection services provided to HOMEOWNER. Sub metered water charges and sewer charges shall be in accord with the Rules for Water and Wastewater published by the **Public Utility Commission of Texas (PUC)**, a summary of which is appended to this Agreement with a Water Sub metering Addendum to be executed by the HOMEOWNER and COMMUNITY NAME

4) ADDITIONAL CHARGES. **If any payment (except payments for water and sewer) is not received by** COMMUNITY NAME **by the fifth day of the month in which it is due, the payment will be increased by a late fee equal to _____ dollars ($XX.00) on the sixth day and _____dollars ($XX.00) per day for every day the amount remains unpaid thereafter. A reconnect fee of _____ dollars ($XX.00) may be charged if water or sewer service has been disconnected for nonpayment. _____dollars ($XX.00) will be charged for NSF checks and checks returned for any reason.**

4) PAYMENTS. All payments of any rent or other charge shall be made by cashier's check, bank certified check, personal check, money order, or direct deposit. Payments tendered in cash will not be deposited. If HOMEOWNER'S personal check has been returned unpaid by a bank for any reason, COMMUNITY NAME reserves the right to require HOMEOWNER to make all future payments by cashier's check, bank certified check, money order, or direct deposit. Payments from HOMEOWNER to COMMUNITY NAME shall first be applied to discharge any past due amounts including, but not limited to, late payment penalties or charges, returned check charges, trash and past due rent. After such amounts have been paid, the remainder received by COMMUNITY NAME shall be applied to past due sewer and water bills, then to current rent and trash bills, then to current sewer and water charges.

7) PROPERTY TAXES. HOMEOWNER agrees to pay all property taxes assessed against the manufactured home by the original due date and to provide COMMUNITY NAME with written receipt evidencing such payment within sixty days after the original due date. Failure to timely provide such receipt will constitute a breach of this Agreement.

8) OTHER OCCUPANTS. In addition to HOMEOWNER, only the following persons will reside on the home site for more than thirty (30) days during any twelve-month period; the age and relation

to HOMEOWNER are accurately shown:

Name:_____ **Date of birth:**_____

Relation:_____

Name:_____

Date of birth:_____

Relation:_____

Name: _____

Date of birth: _____

Relation: _____

Name: _____

Date of birth: _____

Relation: _____

9) THE HOME: HOMEOWNER is the registered owner and may or may not be the legal owner of the manufactured home. HOMEOWNER agrees to give written notice to **COMMUNITY NAME** of changes in this information within ten (10) days of the change:

Home manufacturer : _____

Model year : _____

Serial number(s): _____

License for home (if any)

_____

Legal owner or lien holder:

_____

_____

_____

Lien holder loan number:

_____

10) FACILITIES AND SERVICES. The physical improvements provided for the exclusive use of

HOMEOWNER are the home site referenced above and utility connections located thereon. Other improvements located on the home site at the initiation of this Agreement such as concrete surfaces, if any, trees and other fixtures are provided "as is" and are to be maintained or replaced by HOMEOWNER as needed during the period of HOMEOWNER's tenancy. Streets and common area facilities are provided for HOMEOWNER's shared use with other residents and authorized guests. COMMUNITY NAME will continue to maintain these shared facilities unless HOMEOWNER is notified of a change. Other services and activities may be provided from time to time without additional charge; any service for which there is a special charge shall be an optional service unless stated otherwise in this Agreement. Services, which are provided currently with or without fee, may be continued, but COMMUNITY NAME does not represent or warrant that any particular service will continue for the full term of this Agreement. COMMUNITY NAME may charge a reasonable fee for services relating to the land and premises upon which a manufactured home is situated in the event HOMEOWNER fails to maintain such land or premises in accordance with the guidelines (Rules and Regulations) of COMMUNITY NAME after written notice to HOMEOWNER and the failure of the HOMEOWNER to comply within a specified number of days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by COMMUNITY NAME if COMMUNITY NAME or its agent performs the services.

11) TERMINATION FOR OTHER THAN NONPAYMENT. HOMEOWNER's right to occupancy shall terminate or may be terminated as follows:

a. at the end of the term of this Agreement or a future term on sixty (60) days written notice by either COMMUNITY NAME or HOMEOWNER; or
b. at any time HOMEOWNER shall be in default or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference, such as the community rules or guidelines) upon written notice of such breach or default given by COMMUNITY NAME in accordance with Chapter 94 of the Texas Property Code; or
c. in accordance with the provisions hereof relating to eminent domain or change in land use; or
d. at such other time as may be agreed by the parties hereto in writing.

12) TERMINATION FOR NONPAYMENT. In the event HOMEOWNER fails to timely pay rent or other amounts due under this lease that in the aggregate equal the amount of at least one month's rent, COMMUNITY NAME shall provide HOMEOWNER written notice and opportunity to cure such delinquency before the tenth day after the date HOMEOWNER receives the notice. If HOMEOWNER fails to cure such nonpayment within the ten day period, COMMUNITY NAME may immediately thereafter file for eviction or pursue other legal remedies.

13) REMEDY FOR EARLY TERMINATION. The maximum amount COMMUNITY NAME may recover as damages for HOMEOWNER's early termination of this Agreement is an amount equal to the amount of rent that remains outstanding for the remainder of the term of this Agreement as of the date of such early termination and any other amounts owed for the remainder of this Agreement under the terms of this Agreement. If HOMEOWNER's home site is reoccupied before the twenty first day after the date HOMEOWNER surrenders the home site, the maximum amount COMMUNITY NAME may obtain is an amount equal to one months rent.

14) CHANGE IN LAND USE. Notwithstanding any statement in this Agreement to the contrary, COMMUNITY NAME may terminate this Agreement without cost or liability upon a change in land use if, and only if, not later than the one hundred twentieth day before the date the land use changes, (i) COMMUNITY NAME sends notice to HOMEOWNER, and to the owner of the manufactured home if the owner is not HOMEOWNER, and to the holder of any lien on the manufactured home specifying the date that the land use will change, and informing HOMEOWNER, owner and lienholder, if any, that the owner must relocate the manufactured home; and (ii) COMMUNITY NAME posts in a conspicuous place in the COMMUNITY a notice stating that the land use will change and specifying the date that the land use will change.

COMMUNITY NAME is required to give the owner and lienholder, if any, the notice required by this section only if COMMUNITY NAME is given a written notice of the name and address of such owner and lienholder.

15) CONDEMNATION. Condemnation of the home site which is the subject of this Agreement or all or a substantial portion of the COMMUNITY NAME shall be sufficient grounds for the unilateral termination of this Agreement by COMMUNITY NAME however, in such event, COMMUNITY NAME shall notify the HOMEOWNER in writing as required by law. No award for any partial or entire condemnation of the COMMUNITY shall be apportioned, and the HOMEOWNER hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at the COMMUNITY NAME. COMMUNITY NAME renounces any interest in any relocation award or personal property compensation made to the HOMEOWNER in connection with the condemnation or forced relocation of the HOMEOWNER's home and its appurtenances by a government body; unless the HOMEOWNER makes a claim against COMMUNITY NAME for a relocation award or property compensation in connection with the displacement.

16) RULES AND REGULATIONS. Attached to this Agreement and incorporated by this reference is a copy of the Rules and Regulations of the COMMUNITY NAME which are sometimes referred to as Guidelines for Community Living, or simply "guidelines". The HOMEOWNER agrees to abide by and conform to all of the present guidelines and all future guidelines, adopted by COMMUNITY NAME and implemented in compliance with state law. The HOMEOWNER acknowledges receipt of a copy of the guidelines prior to signing this Agreement. COMMUNITY NAME may, at its discretion and in a manner consistent with existing law, amend the guidelines from time to time and shall specify the date of implementation of each such amendment with at least thirty (30) days advance notice in writing. COMMUNITY NAME shall provide HOMEOWNER with at least ninety (90) days notice of any amendment that will require in excess of $. dollars ($XX.00) by HOMEOWNER to comply.

17) INSTALLATION, CONSTRUCTION AND MODIFICATIONS. The manufactured home shall be installed (set-up and tied-down) in accordance with the Texas Manufactured Housing Standards Act and other applicable governmental statutes, ordinances, rules and regulations. This will be HOMEOWNER's responsibility and COMMUNITY NAME shall in no way be responsible or liable for any improper installation. Approval of COMMUNITY NAME must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure, and any required building permits must first be obtained.

18) DAMAGE OF HOME. If the HOMEOWNER's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the HOMEOWNER shall continue to make all payments called for by the terms of this Agreement. However, should the HOMEOWNER fail to make the home or other improvement fit for occupancy or use or to remove it within thirty (30) days and replace it within sixty (60) days of such destruction or damage, either the HOMEOWNER or COMMUNITY NAME shall have the option to terminate this Agreement immediately upon written notice sent to the other party at its last known address. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the HOMEOWNER at his or her own expense. If the HOMEOWNER fails to so remove it, COMMUNITY NAME may, with notice, remove it and charge the HOMEOWNER for the cost, which sum shall be due and payable immediately.

19) FIXTURES. All plants, shrubs, and trees planted on the home site as well as all nonresidential structures embedded in the ground including concrete shall not be removed by the

HOMEOWNER without prior written consent of COMMUNITY NAME. The HOMEOWNER shall maintain all such plants, shrubs, trees, concrete and structures during the term of the HOMEOWNER's residency, and upon the expiration of this Agreement if such items (except plants, shrubs, and trees planted by the HOMEOWNER) are damaged, the HOMEOWNER shall repair any damage.

20) CONTRACTUAL LIEN. **COMMUNITY NAME shall have and is hereby granted a lien upon all non-exempt property of any kind (expressly including the manufactured home) found or located on the home site or in the COMMUNITY to secure payment of rent due or to become due under this Agreement. If HOMEOWNER is delinquent in payment of any rental due under this Agreement, COMMUNITY NAME shall have the right to enter peacefully the home site, manufactured home or storage facilities to exercise COMMUNITY NAME contractual lien. HOMEOWNER's absence from the home site for three (3) consecutive days, while all or any portion of the rentals or other sums due under this Agreement are delinquent, shall be deemed an abandonment of the home site. In order to clear such abandoned home site, COMMUNITY NAME may enter the home site, manufactured home and storage facilities to remove and store all property of every kind found therein. COMMUNITY NAME may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to HOMEOWNER of the time and place of the sale, and COMMUNITY NAME shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to HOMEOWNER at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and proceeds thereof shall be first credited to the cost of seizure, storage and sale, and then to delinquent rentals or other sums due COMMUNITY NAME; if any sale proceeds then remain, such shall be held by COMMUNITY NAME for HOMEOWNER and COMMUNITY NAME shall notify HOMEOWNER of such surplus monies in the same manner required for notice of sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done for, COMMUNITY NAME without the necessity of any prior court hearing, proceeding or order. COMMUNITY NAME shall have no liability to HOMEOWNER whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.**

12. INDEMNIFICATION. HOMEOWNER hereby agrees to indemnify and hold COMMUNITY NAME harmless for any injury or death to any person or damage to any property arising out of the use of the COMMUNITY by HOMEOWNER, HOMEOWNER's family, agents, employees, guests or invitees. HOMEOWNER is to keep the manufactured home and home site in good and safe condition, and notify COMMUNITY NAME immediately of any unsafe or unsanitary conditions in the COMMUNITY or upon COMMUNITY property or to the home site. HOMEOWNER agrees to pay any resident for any damages caused by HOMEOWNER, HOMEOWNER's family, agents, employees, guests or invitees.

21) CRIMINAL ACTIVITY. HOMEOWNER shall not engage in criminal activity in COMMUNITY NAME nor permit others who have entered on HOMEOWNER's home site because of a relationship with HOMEOWNER to engage in such activities. This provision shall prohibit HOMEOWNER or any person on the premises by HOMEOWNER's invitation, request or permission from illegally manufacturing, selling, distributing, using or possessing a controlled substance; engaging in any criminal activity or other activity intended to facilitate criminal activity; participating in unlawful acts of violence or making threats of such violence; or unlawfully discharging a firearm.

22) ATTORNEY'S FEES AND COURT COSTS. The prevailing party in any action under this

Agreement shall be entitled to reasonable attorney fees and costs set by the court. **If this Agreement is referred for collection to an attorney, HOMEOWNER agrees to pay an attorney's reasonable fee, all court costs and disbursements, plus all actual and reasonable out-of-pocket expenses incurred in connection with collection procedures.**

23) SUCCESSORS TO COMMUNITY NAME. If COMMUNITY NAME should sell its property at the COMMUNITY and assign its rights and obligations under this Agreement to the new owner, the HOMEOWNER shall honor such as assignment by recognizing the new owner in COMMUNITY NAME place and by releasing COMMUNITY NAME from all further obligation under this Agreement. The HOMEOWNER shall and hereby does subordinate its interests, to COMMUNITY NAME successors and to lenders who may be granted a security interest in the COMMUNITY's property. The HOMEOWNER empowers COMMUNITY NAME and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

24) SUCCESSORS TO THE HOMEOWNER. The HOMEOWNER may not assign this Agreement although a buyer will be offered a new Agreement (at a monthly payment rate then established for new homeowners) upon COMMUNITY NAME approval of the buyer, which will not be unreasonably withheld. Should this Agreement be assigned, as a matter of law with or without COMMUNITY NAME consent, the monthly rent payable by the assignee shall be at the monthly rate established by COMMUNITY NAME for new homeowners.

25) INTERPRETATION. This Agreement and the relationships between the HOMEOWNER and COMMUNITY NAME shall be subject to Texas Law. All references to HOMEOWNER shall include and mean all and any occupant(s) of the manufactured home on the home site covered by this Agreement. Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared unlawful, the enforceability of all the other provisions shall not be affected.

26) WAIVER. The waiver by COMMUNITY NAME of any default of the HOMEOWNER or the acceptance by COMMUNITY NAME of payment with knowledge of any default of any term, covenant or condition of the Agreement shall not be deemed to be a waiver by COMMUNITY NAME of any subsequent or further breach by the HOMEOWNER of any term, covenant or condition of this Agreement. The failure by COMMUNITY NAME to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver by COMMUNITY NAME of such default or any other or further default(s) and COMMUNITY NAME reserves the right to pursue its remedies in full at any time.

27) NOTICES. Notices from HOMEOWNER to COMMUNITY NAME shall be delivered to COMMUNITY NAME Management Company,COMMUNITY ADDRESS. The telephone number of the person who may be contacted for emergency maintenance is (XXX) XXX-XXXX. Notices from COMMUNITY NAME to HOMEOWNER shall be delivered to the home site hereby leased by HOMEOWNER in the COMMUNITY. Either party may, by written instruction to the other party, change the address where the party desires to receive notice. The address of the owner is TCRG Residential Address.

28) VALIDITY. This Agreement is void, invalid, of no effect and HOMEOWNER shall have no tenancy or right to occupancy if HOMEOWNER has not initialed paragraph 1 concerning

Monthly Rental Payments and executed this Agreement.

COMMUNITY NAME
Managing Agent

_____
Community Director

Date _____

_____**HOMEOWNER**

_____
HOMEOWNER

Every resident adult, including spouses, must sign as Homeowner

COMMUNITY NAME
Kennedale, Texas

SEPARATE DISCLOSURE STATEMENT
Provided in accordance with
Texas Property Code §94.051(3)

The terms of the notice become applicable if your application has been approved:

You have the legal right to an initial lease term of six months. If you prefer a different lease period, you and your landlord may negotiate a shorter or longer lease period. After the initial lease period expires, you and your landlord may negotiate a new lease term by mutual agreement. Regardless of the term of the lease, the landlord must give you at least 60 days' notice if the landlord will not renew your lease and will require that you relocate your manufactured home or recreational vehicle. During the 60-day period, you must continue to pay all rent and other amounts due under the lease agreement, including late charges, if any.

WATER AND WASTEWATER SUBMETERING ADDENDUM

Water and wastewater sub metering: HOMEOWNER's home site and/or manufactured home is sub metered for water and wastewater. Water/wastewater bills will be issued monthly to HOMEOWNER based on HOMEOWNER's consumption as recorded on the water sub meter for the home site described below.

Full NAME
Lot #
Address
Kennedale, Texas 76140

HOMEOWNER's monthly bill for water/wastewater passing through the individual sub meter for HOMEOWNER's home and home site will only cover water/wastewater consumed within HOMEOWNER's home and home site. The bill for HOMEOWNER's sub metered water and wastewater will not include any water and wastewater for common areas or common facilities. The bill will include any dwelling unit base charge and customer service charge that the utility charges COMMUNITY NAME and the gallonage charge. HOMEOWNER's per-gallon water cost will be the same as the average water cost per gallon that the utility company charges COMMUNITY NAME or alternatively the per-gallon water rate charged by the utility to COMMUNITY NAME, multiplied by HOMEOWNER's monthly sub metered water consumption. HOMEOWNER's per-gallon wastewater cost will be the same as the average wastewater cost per gallon that the utility charges COMMUNITY NAME or alternatively the per-gallon wastewater rate charged by the utility to COMMUNITY NAME, multiplied by HOMEOWNER's monthly sub metered water consumption. The owner will charge a service charge of nine percent of HOMEOWNER's charge for sub metered water service, including applicable taxes and surcharges on water. There will be no other charge of any kind for water and wastewater consumption through HOMEOWNER's sub meter. Billing calculations shall be governed by the rules of **The Public Utility Commission of Texas (PUC), 16 T.A.C. Chapter 24**, **Subchapter H**.
The average monthly bill for all dwelling units in the previous calendar year was $**XXX.XX** and the highest and lowest month's bills for that period were $ **XXX.XX** **(**highest) and $**XX.XX**(lowest).

The sub meters will be read at sometime within the final 5 days of each month, and bills will be mailed or hand delivered on or about the last day of each month. HOMEOWNER's monthly water and wastewater bill is payable no later that sixteen (16) days after the bill is mailed or hand delivered by COMMUNITY NAME to HOMEOWNER. If the bill is not paid after sixteen (16) days, water utility service may be disconnected after a disconnection notice is issued. Any dispute relating the computation of HOMEOWNER's bill or the accuracy of any sub metering device will be between HOMEOWNER and COMMUNITY NAME. HOMEOWNER has the right to receive information from COMMUNITY NAME to verify the utility bill. COMMUNITY NAME will repair leaks in any rental manufactured homes and in the common areas that are not sub metered within a reasonable period after the time the leak is reported to COMMUNITY NAME. A copy of the Tenant Guide to Sub metered Water or Wastewater Service prepared by the **PUC** is attached to this lease addendum.

COMMUNITY NAME
Managing Agent

_____
Community Manager

Date: _____

_____
HOMEOWNER

_____
HOMEOWNER
Every resident adult, including spouses, must sign as Homeowner.

Time to Mow and Trim Your Home Site/Lot #_____

ADDRESS: _____

We would like to give you this Friendly Reminder that your yard is in need of Attention. You need to mow and trim your yard by _____, to avoid us having to assign this to the Mtn Staff, at a cost up to $XX.00 per the Guidelines that you signed when you agreed to your land lease. The Guidelines state that all home sites must be maintained in a sightly fashion. This includes mowing, weed eating, trimming around skirting, flower beds must be weeded, and the removal of all unapproved items from your yard and visible porches. Miscellaneous items need to be stored in your storage building.

Other items needing attention:

_____

_____

_____

_____

_____

By:_____ **Date:**_____

ORDINANCE NO. 25-792

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING THREE TRACTS OF LAND BEING IN TOTAL APPROXIMATELY 98.746 ACRES OF LAND WITH THE FIRST TRACT BEING SITUATED IN THE SNIDER, E S SURVEY, ABSTRACT 1445 BEING TRACT 1A.721 AC INTO PLAT D21707184 AND IDENTIFIED AS PARCEL 04189140, A SECOND TRACT BEING SITUATED IN THE SNIDER, E S SURVEY ABSTRACT 1445, BEING TRACT 1 1969 12 X 56 .336 AC INTO PLAT D217007184, ADDRESSED AS 4431 S. DICK PRICE RD. AND IDENTIFIED AS PARCEL 04189132, AND THE FINAL TRACT BEING LOT 1, BLOCK 1 OF THE SNIDER ADDITION, ADDRESSED AS 4365 S. DICK PRICE RD., PARCEL 42293721 ALL IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060, FROM R1 RESIDENTIAL DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING ORDINANCE MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property herein described and depicted in Exhibit "A" attached herein, have filed an application to rezone said property; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on December 22, 2025, with respect to the proposed rezoning as described herein; and

WHEREAS, the City Council of the City held a public hearing on January 20, 2026, with respect to the proposed rezoning as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of rezoning on the property; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

Three tracts of land being in total approximately 98.746 acres of land, with the first tract being situated in the Snider, E S Survey, Abstract 1445 being Tract 1A.721 AC into Plat D21707184 and the identified as Parcel 04189140, a second tract being situated in the Snider, E S Survey Abstract 1445, being tract 1 1969 12 X 56.336 AC into plate D217007184, addressed as 4431 S. Dick Price Rd, and identified as Parcel 04189132, and the final tract being Lot 1, Block 1 of the Snider Addition, addressed as 4365 S. Dick Price Rd., Parcel 42293721, all in the City of Kennedale, Tarrant County, Texas, 76060, (the "Property"), as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from "R1" Residential District to "PD" Planned Development District in accordance with the City's comprehensive plan and specific requirements and exhibits incorporated herein.

.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, attached hereto as **Exhibit "B,"** and a Site Plan as depicted in **Exhibit "C,"** are hereby approved and incorporated herein. The use of the Property described above shall be subject to the restrictions, terms, and conditions set forth in the Development Standards and the Site Plan; shall conform to the permitted standards and regulations of the Unified Development Code; and shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City.

Any further amendments to the permitted standards and regulations of the standards described herein shall require public hearings and approval by the Planning and Zoning Commission and the City Council.

SECTION 4.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 5.

This Ordinance shall be cumulative of all provisions of the Unified Development Code, as amended, all provisions of other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 7.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8.

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

SECTION 9.

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3.10 of the Charter of the City.

SECTION 10.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THIS _____ DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Carvan E. Adkins
City Attorney

EXHIBIT "A"

Legal Description and Location

Legal Description:

1) SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184
2) Lot 1, Block 1 Snider Addition
3) E S SURVEY ABSTRACT 1445 TRACT 1A .721 AC INTO PLAT D21707184

Location Description:

1) 4431 S DICK PRICE RD, Parcel Number 04189132 (71.994 Acres)
2) 4365 S DICK PRICE RD, Parcel Number 42293721 (1 Acres)
3) No Address, Parcel Number 04189140 (25.752 Acres)

Being in total approximately 98.746 acres along the east side of S. Dick Price Road and north of the southern City limit line of the City of Kennedale Texas also being a private Road known as Green Cir.

Location Map:

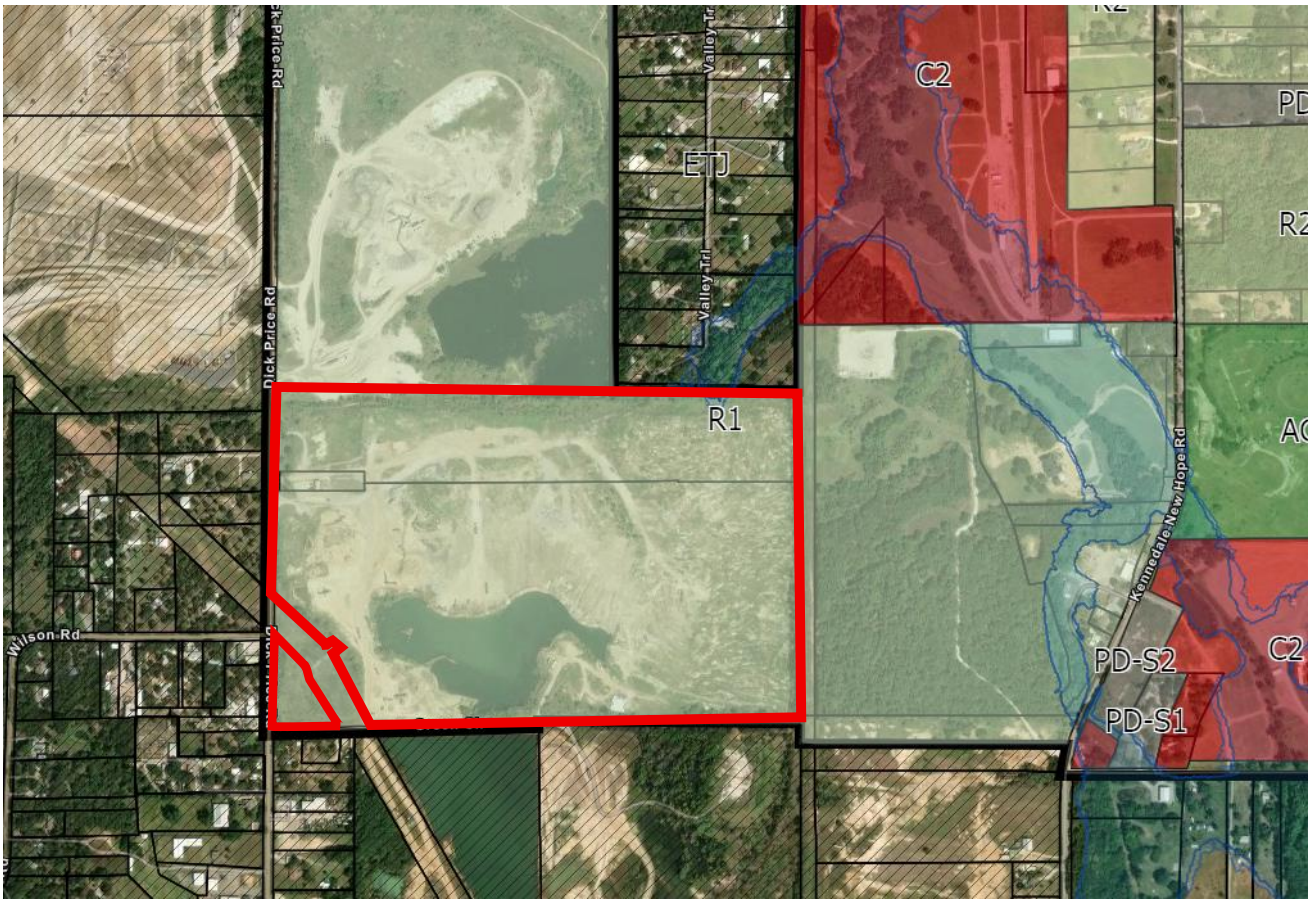


EXHIBIT "B"

DEVELOPMENT STANDARDS FOR COMMERCIAL AND MANUFACTURED HOUSING RESIDENTIAL (PLANNED DEVELOPMENT)

The intent of this planned development is to promote the compatible redevelopment of a site most recently utilized for sand extraction into a managed manufactured home community with areas for retail and commercial services within walking distances but also suitable to serve the broader City via vehicular traffic. This community will utilize private roads features high-quality apartments that are desirable in a higher-density residential area.

I. **Purpose.** This property is designed to allow a commercial/retail front with green space and recreational use separation and a managed manufactured home development consisting of a maximum of 400 dwelling units. The Property owner or Property management entity shall maintain all common areas, private parks, fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance.

II. **In General.** In the event of a conflict between this ordinance and the site or concept plan the site or landscape plans shall prevail.

III. **Permitted Uses.** Land use and structures in areas designated for Commercial uses shall comply with uses permitted in the City of Kennedale Unified Development Code Article 6 for the "C2" Commercial District except as indicated in section IV below. Land use and structures in areas designated for Residential and Park use shall comply with uses permitted in the in the City of Kennedale Unified Development Code Article 3 shown in the "MH" Manufactured Housing District except as indicate in Section IV below. The Director of Development Services or his or her designee shall be authorized to determine allowed uses in cases where these standards are unclear or specifically in "Park" designated area, he/she may approve principal recreational or amenity uses not otherwise listed or prohibited if in his or her determination said use would provide a reasonable recreational, cultural, amenity or accessory purpose compatible with intent of these standards.

IV. **Prohibited/Excluded Uses**

A) Commercial Area Exclusions In Commercial designated areas the following uses shall be prohibited

1. Accessory Uses of any kind
2. Bed and Breakfast
3. Hotel/Motel
4. Micro winery with vineyard
5. Recreational Facility, campground
6. Recreational Facility, outdoor
7. Recreational Facility, commercial outdoor-paintball or other survival games
8. Recreational Facility, driving range
9. Recreational Facility, golf course
10. Recreational Facility, RV park
11. Recreational Facility, rodeo ground and arena
12. Recreational Facility, vehicular racing facility
13. Theater, movie, indoor
14. Agricultural operation or farm
15. Agritourism
16. Greenhouse and nursery, commercia
17. Keeping of animals, hobby farm
18. Stables, private
19. Stables, public/commercial
20. Winery, with vineyard
21. Impound vehicle storage facility
22. Landfill
23. Manufacturing, processing and packing-heavy
24. Outdoor storage, commercial and industrial
25. Salvage operations
26. Airport
27. Airstrip
28. Bus terminal
29. Freight terminal, railroad
30. Freight terminal, trucking
31. Helicopter landing pad
32. Parking facility, public or commercial
33. Waste management facility
34. Waste management facility, transfer station
35. Wind energy turbine
36. Cemetery
37. Community public safety- prison or penitentiary
38. Government facility
39. School, college or university
40. School, elementary, middle, high school
41. Animal Service, commercial kennel
42. Animal Service, shelter or rescue
43. Crematorium
44. General office and services- Construction and Building

Services, outdoor storage
45. General office and services-personal services- funeral home (without crematory services)
46. General office and services-with a drive through facility
47. Vehicle wash
48. Vehicle wash, trucks and heavy equipment
49. Residential usage of any kind
50. Bakery, retail-under 2,000 sqft of gross floor area
51. General retail- over 50,000 sqft gross floor area
52. General retail (outdoor)
53. General retail with a drive-through
54. Liquified petroleum gas (LPG) sales
55. Service station
56. Sexually oriented business
57. Temporary use-special function
58. Vehicle Repair-,major
59. Vehicle Sales and rental of any kind
60. Mini Warehouse/Self Storage

B) In Residential designated areas the following uses shall be prohibited

1. Short Term Rentals
2. Recreational Facility, vehicle park- RV's, modified busses, camper tops, trailer mounted campers
3. Dwelling Accessory attached or detached

V. Development Regulations.

A) Development and Spatial Standards: All regulations and standards for the Property shall comply with standards set forth in this in the UDC for the C2 or MH districts as applicable. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

B) Amenities A specific list, map, or narrative of amenities to be provided in any private park, green space, common area, or buffer yard space shall be submitted for approval to the City. Such information should include information on the number/type/extent and location of said amenities to be provided such as but not limited to playground equipment, trails, picnic tables, gazebos, grills, sport courts, public

pools, community meeting spaces etc. Adequate facilities to serve the recreational needs of residents shall be provided. The Director of Community Development shall determine if said proposed facilities are adequate based on standards applicable to MF district standards. The Director may approve alternate schemes based on the unique mix of site residents and potential users from the commercial areas.

C) Roads and Streets

1. Show and label ROW area to be dedicated to the City for the provision of a future 4-land boulevard throughfare along the south of this property. A minimum of 65' in width for this purpose should generally be indicated except that additional ROW may be needed for turning lanes at the intersection of this thoroughfare and Dick Price Rd.

2. Private streets shall be required to be constructed to public street standards including but not limited to load capacities, curvature, turnarounds and any traffic calming or access restrictions.

D) Parking

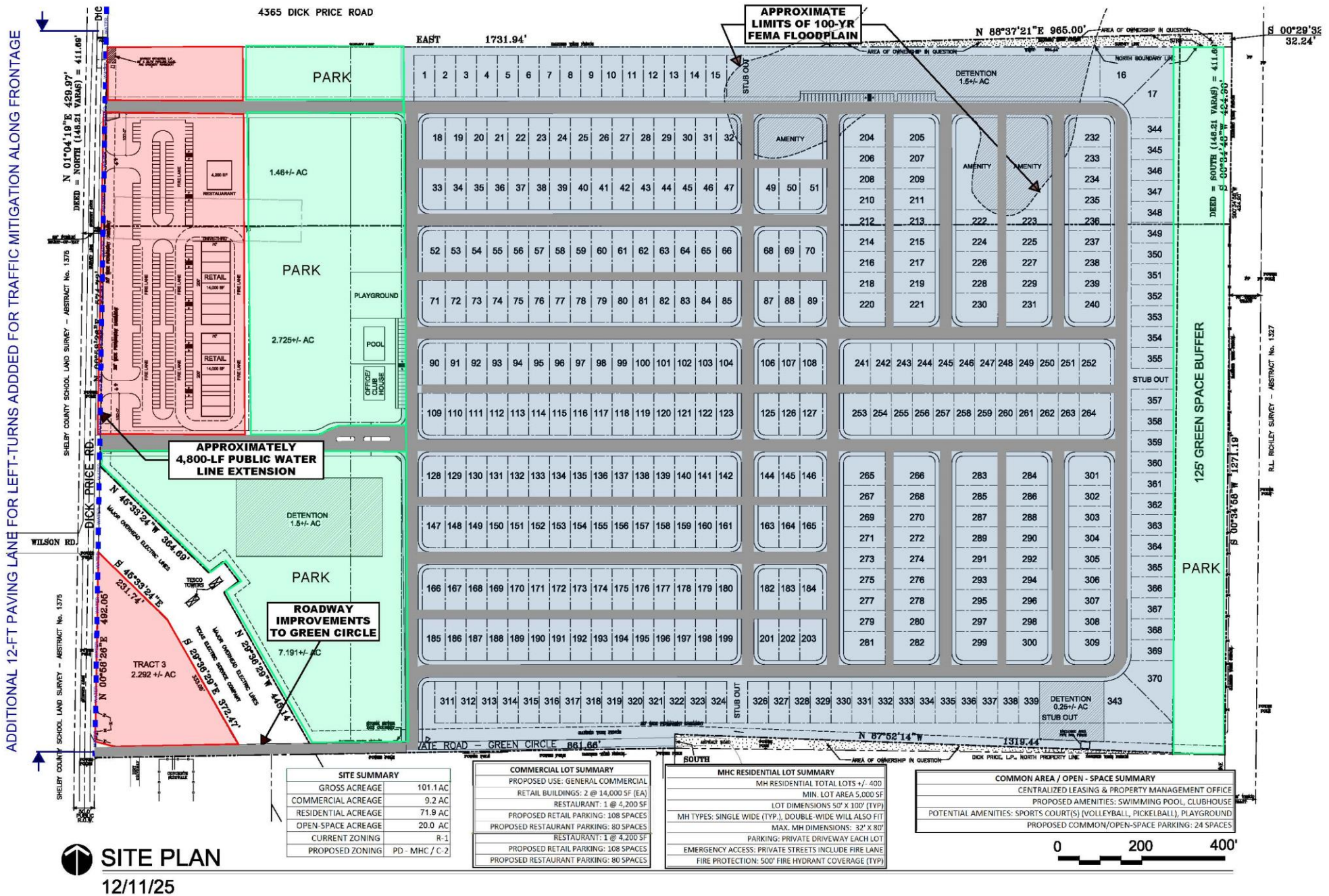
1. maximum of one carport no more than 10' wide by 20' deep may be installed on each residential home site in the MH designated area. Setbacks shall apply.
2. Parking spaces shown on the Commercial area may be relocated t the rear of the buildings if a minimum 30" solid screening wall or fence is provided to prevent headlight glare from intruding across and into the park or residential areas.

E) Pad sites – Ground Preparation All manufactured homes to be emplaced on a concrete pad and appropriately secured.

F) Development Agreement A development agreement for the provision of water, wastewater, stormwater, street, and pedestrian improvements to serve this site must be approved by the City Council or authorized city staff officer prior to the issuance of any building permit on this site

EXHIBIT "C"

SITE PLAN



SITE SUMMARY	
GROSS ACREAGE	101.1 AC
COMMERCIAL ACREAGE	9.2 AC
RESIDENTIAL ACREAGE	71.9 AC
OPEN-SPACE ACREAGE	20.0 AC
CURRENT ZONING	R-1
PROPOSED ZONING	PD - MHC / C-2

COMMERCIAL LOT SUMMARY
PROPOSED USE: GENERAL COMMERCIAL
RETAIL BUILDINGS: 2 @ 14,000 SF (EA)
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES

MHC RESIDENTIAL LOT SUMMARY
MH RESIDENTIAL TOTAL LOTS +/- 400
MIN. LOT AREA 5,000 SF
LOT DIMENSIONS 50' X 100' (TYP)
MH TYPES: SINGLE WIDE (TYP.), DOUBLE-WIDE WILL ALSO FIT
MAX. MH DIMENSIONS: 32' X 80'
PARKING: PRIVATE DRIVEWAY EACH LOT
EMERGENCY ACCESS: PRIVATE STREETS INCLUDE FIRE LANE
FIRE PROTECTION: 500' FIRE HYDRANT COVERAGE (TYP)

COMMON AREA / OPEN - SPACE SUMMARY
CENTRALIZED LEASING & PROPERTY MANAGEMENT OFFICE
PROPOSED AMENITIES: SWIMMING POOL, CLUBHOUSE
POTENTIAL AMENITIES: SPORTS COURT(S) (VOLLEYBALL, PICKELBALL), PLAYGROUND
PROPOSED COMMON/OPEN-SPACE PARKING: 24 SPACES

STAFF REPORT
TO THE CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.C

SUBJECT
PZ CASE #25-21 to conduct a public hearing and consider a proposed zoning change from "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" for the property located at 7205 Hudson Village Creek Rd., Parcel 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY

Edward S McRoy (AICP), Community Development Director

SUMMARY

Current Zoning	Proposed Zoning	Comprehensive Plan Designation
C-2	I	Industria

Nearby Zoning			
North	I	East	I
South	N/A	West	MH & I

This proposal is a straight zoning request for Industrial District designation. Staff has determined the request is in conformance with the City's Comprehensive Plan. And appears to be generally compatible with nearby land uses. Along the west side of the site there are parcels zoned MH for manufactured homes however this area is composed of relatively large parcels so the density is far less than what might be typically expected.

RECOMMENDATIONS

P&Z December 22, 2026 – In Favor

Staff recommends **approval** as presented

ATTACHMENTS

1.	HM Signed Owner Affidavit 11-20-2025
2.	7205 Hudson Village Creek 200' Buffer Map
3.	7205 Hudson Village Creek 200' Address List
4.	7205 Hudson Village Creek 200' Address Labels
5.	PZ Case 25-21 200' Buffer Letter - New Date
6.	PZ Case 25-21 KISD 200' Buffer Letter - New Date
7.	Survey
8.	Hudson Village IP - Revised Lot Layout
9.	7205 Hudson Village Creek - Current Site Plan
10.	Hudson Village IP - Conecpt Plan
11	Proposed Ordinance

City of KENNEDALE Texas EST. 1887

OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: **7205 Hudson Village Creek, Kennedale TX 76060**

Legal Description: **HUDSON, WADE H SURVEY Abstract 716 Tract 2**

Applicant: **Danny Gutierrez**

Type of P&Z Request: **Zoning Change to Industrial**

I, Harrell Mitchell, current owner of the above mentioned property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Commission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: **Mitchell Harrell**

Owner Signature: Harrell Mitchell

Date: 11/20/2025

****

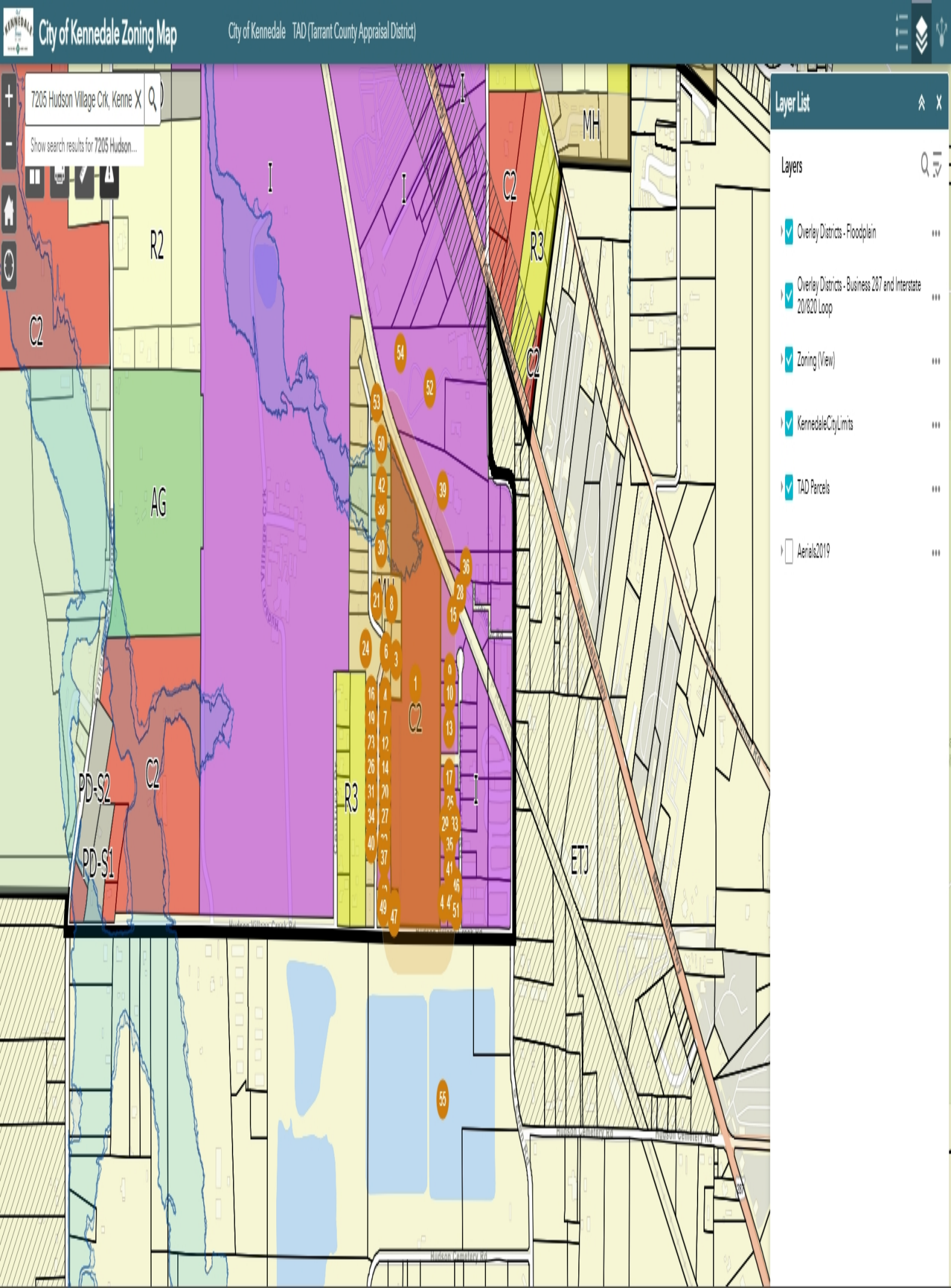
Sworn To and Subscribed before me by Harrell Mitchell

ON THIS 20th DAY OF November, 2025

SUSAN LASKEY
Notary ID #129485074
My Commission Expires
August 19, 2029

Susan Laskey #129485074

Notary Public, Tarrant County, Texas


City of Kennedale Zoning Map
City of Kennedale TAD (Tarrant County Appraisal District)
7205 Hudson Village Crk, Kenne
Show search results for 7205 Hudson...
Layer List
Layers
Overlay Districts - Floodplain
Overlay Districts - Business 287 and Interstate 20/820 Loop
Zoning (View)
KennedaleCityLimits
TAD Parcels
Aerials2019
R2
AG
C2
R3
I
MH
PD-S2
PD-S1
ETJ
Hudson Village Creek
Hudson Cemetery Rd

displayname	address	city
SOUTHERN PACIFIC RR CO	1400 DOUGLAS STOP 1640 ST	OMAHA
HAWK STEEL INDUSTRIES INC	4010 EDEN RD S	KENNEDALE
HOLMES THOMAS J JR	PO BOX 56306	HOUSTON
CARAVEO ANTONIO	4045 DANNY DR	KENNEDALE
COSTILLA DANIEL JR	4309 VINE RIDGE CT	ARLINGTON
RAMIREZ GUILLERMO	7533 COUNTY RD 526	MANSFIELD
PORTZ JACQUELINE L	4125 DANNY DR	KENNEDALE
DUCKER BENJAMIN J	4145 DANNY DR	KENNEDALE
HUNT LANA	4165 DANNY DR	KENNEDALE
DAVIS JACQUELYN KAY	4200 DANNY DR	KENNEDALE
WOOD HERBERT	4205 DANNY DR	KENNEDALE
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WEAVER BARBARA	4265 DANNY DR	KENNEDALE
TAYLOR REBECCA SUE	4280 DANNY DR	KENNEDALE
HERNANDEZ AGUSTIN H	4285 DANNY DR	KENNEDALE
ROTENBERRY MICHEAL WAYNE	2653 VZ COUNTY ROAD 2801	MABANK
HUTCHSON JACKIE	6525 CHRISTA CT	GRANBURY
ERVIN ROBERT L	1624 E DEBBIE LANE	MANSFIELD
PETTIGREW JUDY	12116 ROLLING RIDGE DR	BURLESON
GRAB THE MAP LLC	5160 CONNEWAH TRL	TUPELO
WELLS BETTY J	4345 DANNY DR	KENNEDALE
MORALES CHARLES	5880 NEWT PATTERSON RD	MANSFIELD
VALLIN EDITH M	3700 LAUGHTON ST	FORT WORTH
AKNP	7315 GIBSON CEMETARY RD STE 103	MANSFIELD
DEWOLFE BUD	1340 BLUEBIRD LN	MIDLOTHIAN
WATER BOARD	PO BOX 4508	FORT WORTH
MITCHELL HARRELL	7070 HUDSON CEMETARY RD	MANSFIELD
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CASTILLO CASTELLO ABRAHAM	7171 BLOXOM PARK RD	KENNEDALE
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KENNEDALE EDC	405 MUNICIPAL DR	KENNEDALE
WILEY COLETTE	PO BOX 1448	KENNEDALE
J R EQUIPMENT CO INC	PO BOX 12	FORT WORTH

CITY OF KENNEDALE	405 MUNICIPAL DR	KENNEDALE
KENNEDALE ISD	120 W KENNEDALE PKWY	KENNEDALE

state	zip	situsaddress
NE	68179	213 S NEW HOPE RD
TX	76060	4010 EDEN RD S
TX	77256	4062 EDEN RD S
TX	76060	4045 DANNY DR
TX	76017	4065 DANNY DR
TX	76063	4105 DANNY DR
TX	76060	4125 DANNY DR
TX	76060	4145 DANNY DR
TX	76060	4165 DANNY DR
TX	76060	4200 DANNY DR
TX	76060	4205 DANNY DR
TX	76063	4220 DANNY DR
TX	76060	4225 DANNY DR
TX	76060	4240 DANNY DR
TX	76060	4240 DANNY DR
TX	76060	4245 DANNY DR
TX	76060	4260 DANNY DR
TX	76060	4265 DANNY DR
TX	76060	4280 DANNY DR
TX	76060	4285 DANNY DR
TX	75147	4300 DANNY DR
TX	76049	4315 DANNY DR
TX	76063	4320 DANNY DR
TX	76028	4325 DANNY DR
MS	38801	4340 DANNY DR
TX	76060	4345 DANNY DR
TX	76063	4349 DANNY DR
TX	76110	7099 HUDSON VILLAGE CREEK RD
TX	76063	7100 HUDSON VILLAGE CREEK RD
TX	76065	7169 HUDSON VILLAGE CREEK RD
TX	76164	7200 HUDSON VILLAGE CREEK RD
TX	76063	7205 HUDSON VILLAGE CREEK RD
TX	76063	7213 HUDSON VILLAGE CREEK RD
TX	76060	7225 HUDSON VILLAGE CREEK RD
TX	76060	7171 BLOXOM PARK RD
TX	76017	7200 BLOXOM PARK RD
TX	76010	7201 BLOXOM PARK RD
TX	76063	7207 BLOXOM PARK RD
TX	76060	7210 BLOXOM PARK RD
TX	76060	7211 BLOXOM PARK RD
TX	76017	7215 BLOXOM PARK RD
TX	76017	7219 BLOXOM PARK RD
TX	76060	7223 BLOXOM PARK RD
TX	76060	7227 BLOXOM PARK RD
TX	76060	7345 BATCHELOR RD
TX	76101	7346 BATCHELOR RD

TX 76060
TX 76060

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OMAHA, NE 68179

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KENNEDALE , TX 76060

KENNEDALE ISD
120 W KENNEDALE PKWY
KENNEDALE , TX 76060

PLANNING AND ZONING
NOTICE OF PUBLIC HEARING
DATE CHANGE

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-21 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" FOR THE PROPERTY LOCATED AT 7205 HUDSON VILLAGE CREEK RD, PARCEL 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property(ies)within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
DATE CHANGE

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

December 3, 2025

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Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
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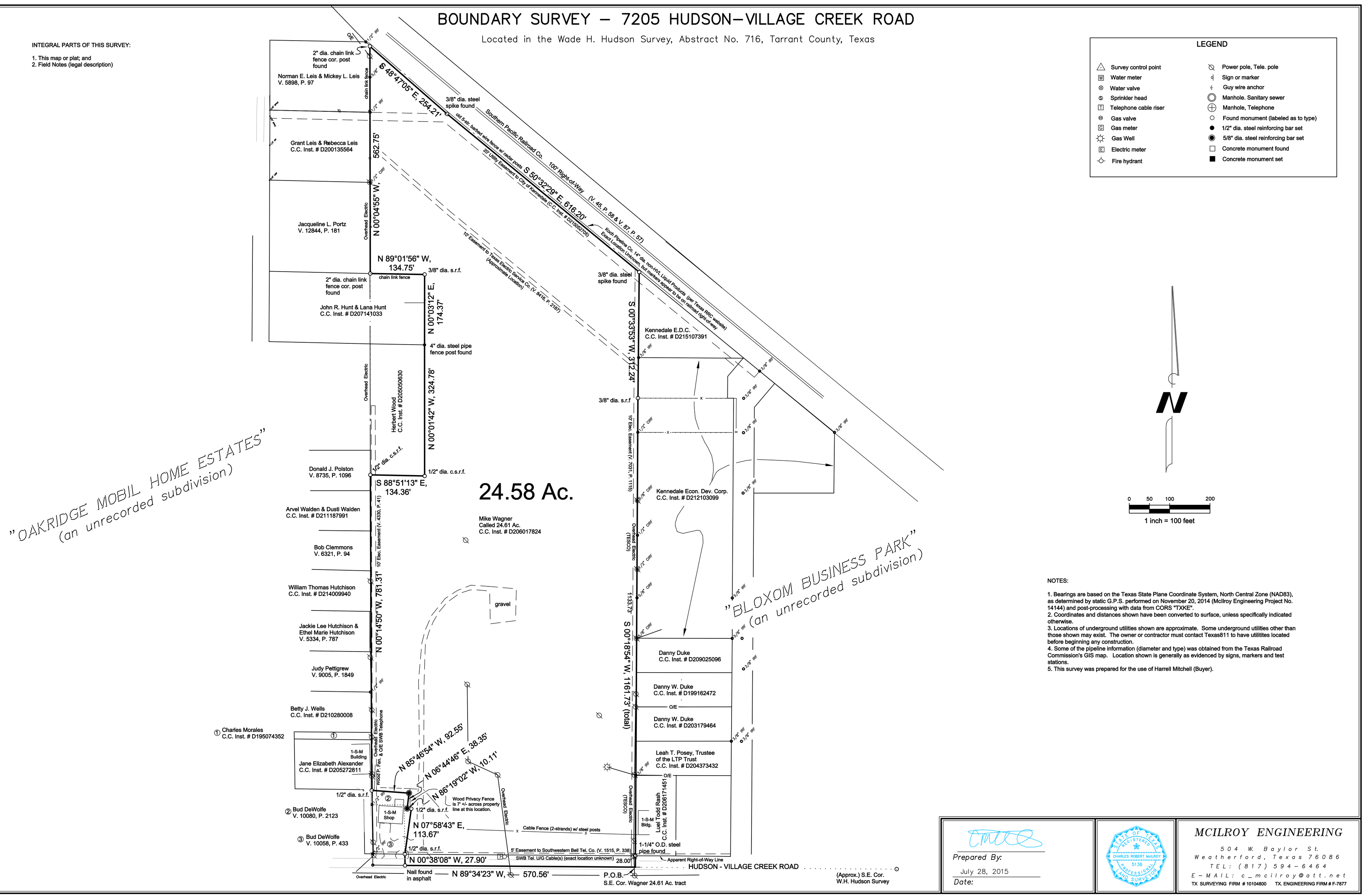
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

BOUNDARY SURVEY – 7205 HUDSON–VILLAGE CREEK ROAD

Located in the Wade H. Hudson Survey, Abstract No. 716, Tarrant County, Texas

INTEGRAL PARTS OF THIS SURVEY:

1. This map or plat; and
2. Field Notes (legal description)



LEGEND

- Survey control point
- Water meter
- Water valve
- Sprinkler head
- Telephone cable riser
- Gas valve
- Gas meter
- Gas Well
- Electric meter
- Fire hydrant
- Power pole, Tele. pole
- Sign or marker
- Guy wire anchor
- Manhole. Sanitary sewer
- Manhole, Telephone
- Found monument (labeled as to type)
- 1/2" dia. steel reinforcing bar set
- 5/8" dia. steel reinforcing bar set
- Concrete monument found
- Concrete monument set

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), as determined by static G.P.S. performed on November 20, 2014 (McIlroy Engineering Project No. 14144) and post-processing with data from CORS "TXKE".
2. Coordinates and distances shown have been converted to surface, unless specifically indicated otherwise.
3. Locations of underground utilities shown are approximate. Some underground utilities other than those shown may exist. The owner or contractor must contact Texas811 to have utilitites located before beginning any construction.
4. Some of the pipeline information (diameter and type) was obtained from the Texas Railroad Commission's GIS map. Location shown is generally as evidenced by signs, markers and test stations.
5. This survey was prepared for the use of Harrell Mitchell (Buyer).

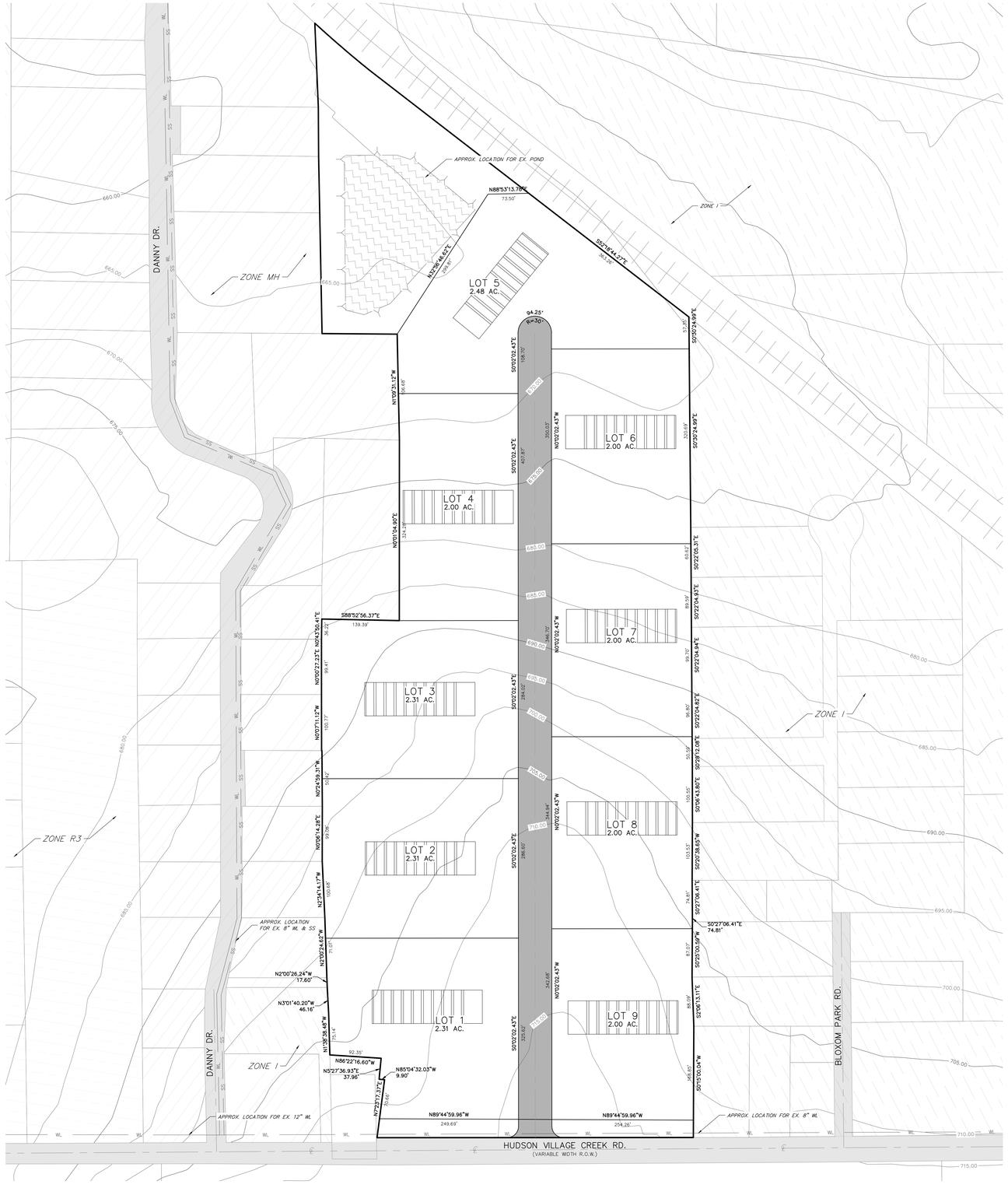
Prepared By:

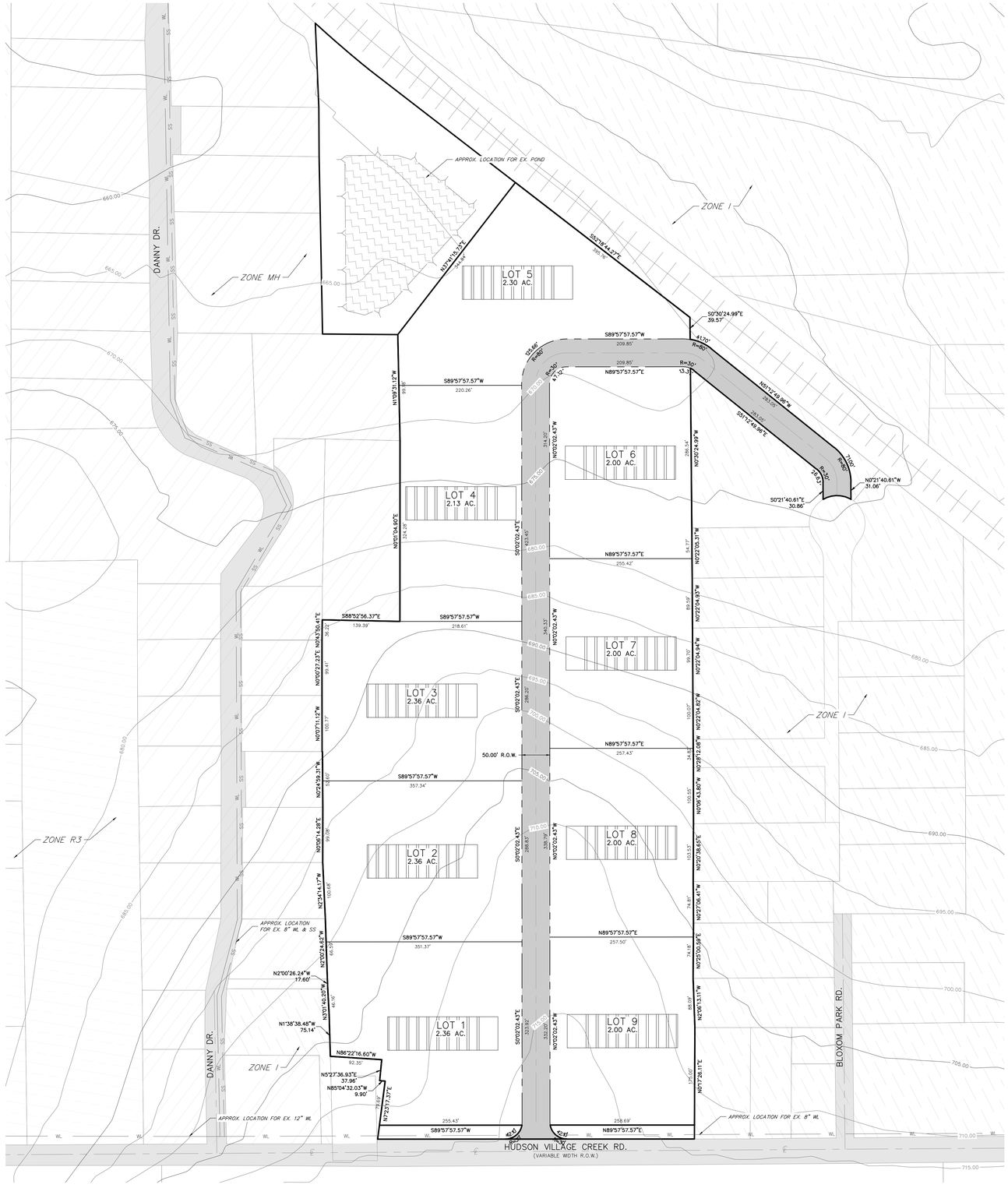
July 28, 2015

Date:

STATE OF TEXAS REGISTERED CHARLES ROBERT McILROY 5136 PROFESSIONAL LAND SURVEYOR

MCILROY ENGINEERING
504 W. Baylor St.
Weatherford, Texas 76086
TEL: (817) 594-6464
E-MAIL: c_mcilroy@att.net
TX SURVEYING FIRM # 10104800 TX. ENGINEERING FIRM # F-7877


APPROX. LOCATION FOR EX. POND
N88°53'13.78"E
73.50'
N12°56'46.62"E
69.89'
S02°16'43.27"E
301.28'
ZONE I
ZONE MH
DANNY DR.
LOT 5
2.48 AC.
94.25'
R=30'
S0°02'02.43"E
188.67'
N0°02'02.43"W
188.67'
S0°02'02.43"E
407.87'
N0°02'02.43"W
407.87'
S0°02'02.43"E
188.67'
N0°02'02.43"W
188.67



PRELIMINARY SITE LAYOUT

IDENTICAL BUILDINGS (PLACE HOLDER)

- 11,880 SQFT
- 60' X 198'
- 9,860 SQFT WAREHOUSE
- 2,020 SQFT OFFICE
- VARYING SETBACKS:
  - LOT 3 MAY NEED UNIQUE BUILDINGS DUE TO CITY SETBACK REGULATIONS

SITE INFO

- CURRENT PROPERTY ZONING IS C2 – COMMERCIAL
- 50'/60' R.O.W.
- TOTAL PROPERTY ACREAGE = 24.36 AC
- DEVELOPMENT AREA ACREAGE = 21.80 AC

FEMA

- PROPERTY LAYS WITHIN ZONE X

NOTES

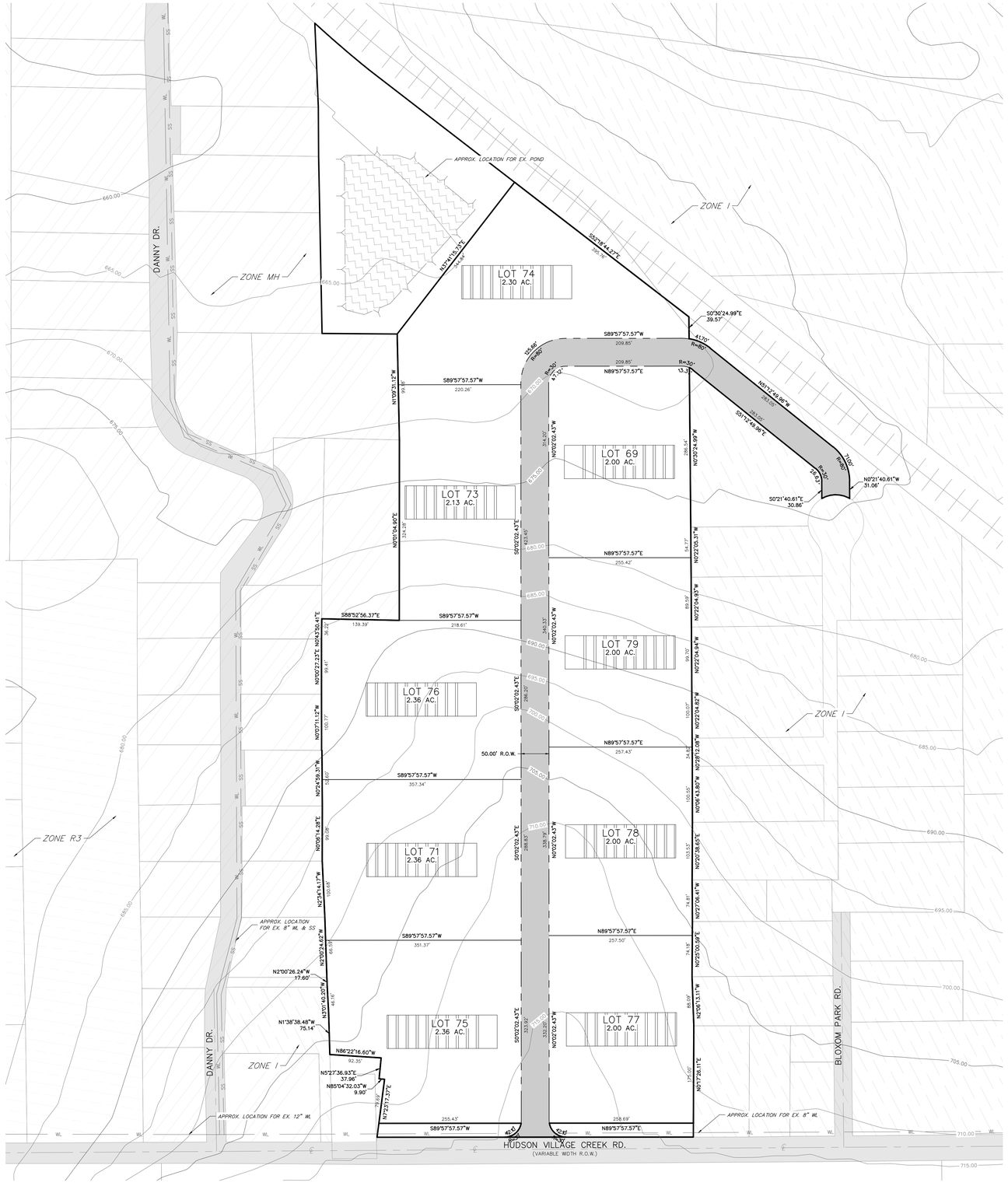
- BOUNDARIES AND SURVEY LINEWORK ARE SOURCED FROM TAD PARCEL SHAPEFILES
- ACREAGE, BEARINGS, AND DISTANCES ARE ALL SUBJECT TO CHANGE

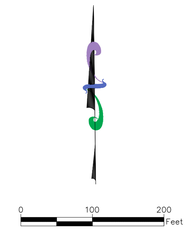
HUDSON VILLAGE INDUSTRIAL PARK
PRELIMINARY SITE LAYOUT

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: CRAIG A. GONZALEZ
Professional Engineer # 99268
11/25/2025
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

DATE PREPARED:
11/25/2025

URBAN INFRASTRUCTURE GROUP, INC.
260 S TEXAS BLVD
STE. 403
WESLACO, TEXAS 78596
(956)405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM





PRELIMINARY SITE LAYOUT

IDENTICAL BUILDINGS (PLACE HOLDER)
- 11,880 SQFT
- 60' X 198'
- 9,860 SQFT WAREHOUSE
- 2,020 SQFT OFFICE
- VARYING SETBACKS:
  - LOT 3 MAY NEED UNIQUE BUILDINGS DUE TO CITY SETBACK REGULATIONS

SITE INFO
- CURRENT PROPERTY ZONING IS C2 – COMMERCIAL
- 50' R.O.W.
- TOTAL PROPERTY ACREAGE = 24.36 AC
- DEVELOPMENT AREA ACREAGE = 21.80 AC

FEMA
- PROPERTY LAYS WITHIN ZONE X

NOTES
- BOUNDARIES AND SURVEY LINEWORK ARE SOURCED FROM TAD PARCEL SHAPEFILES
- ACREAGE, BEARINGS, AND DISTANCES ARE ALL SUBJECT TO CHANGE

HUDSON VILLAGE INDUSTRIAL PARK
PRELIMINARY SITE LAYOUT

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: CRAIG A. GONZALEZ
Professional Engineer # 99268
11/14/2025
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

DATE PREPARED: 11/14/2025

URBAN INFRASTRUCTURE GROUP, INC.
260 S TEXAS BLVD
STE. 403
WESLACO, TEXAS 78596
(956)405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM

ORDINANCE NO. 25-793

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 24.58 ACRES OF LAND SITUATED IN THE HUDSON, WADE H SURVEY, ABSTRACT NO. 716 TRACT 2, IDENTIFIED AS PARCEL 05308534, AND MORE GENERALLY LOCATED AT 7205 HUDSON VILLAGE CREEK RD., CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM "C2" COMMERCIAL DISTRICT TO "I" INDUSTRIAL DISTRICT, IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations in conformance with Chapter 211 of the Texas Local Government Code; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property herein described and depicted in Exhibit "A" attached herein, have filed an application to rezone said property; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on December 22, 2025, with respect to the proposed rezoning as described herein; and

WHEREAS, the City Council of the City held public hearings on January 20, 2026, with respect to the proposed rezoning as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of rezoning on the property; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

An approximate 24.58 acres of land situated in the Hudson, Wade H. Survey, Abstract No. 716 Tract 2, identified as Parcel 05308534, and more generally located at 7205 Hudson Village Creek Rd., City of Kennedale, Tarrant County, Texas, as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from "C" Commercial District to "I" Industrial District.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, shall be those as described in the Unified Development Code as amended and all other applicable and pertinent ordinances of the City.

SECTION 4.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 5.

This Ordinance shall be cumulative of the Unified Development Code, as amended, and all provisions of other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance, as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10.

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3.10 of the Charter of the City.

SECTION 11.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE ON THIS ____DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Carvan E. Adkins
City Attorney

EXHIBIT A
Legal Description and Location

Legal Description:

HUDSON, WADE H SURVEY Abstract 716 Tract 2

Location Description:

Parcel 05308534, 7205 Hudson Village Rd.

Being approximately 24.58 acres along the north side of Hudson Village Rd.

Location Map:

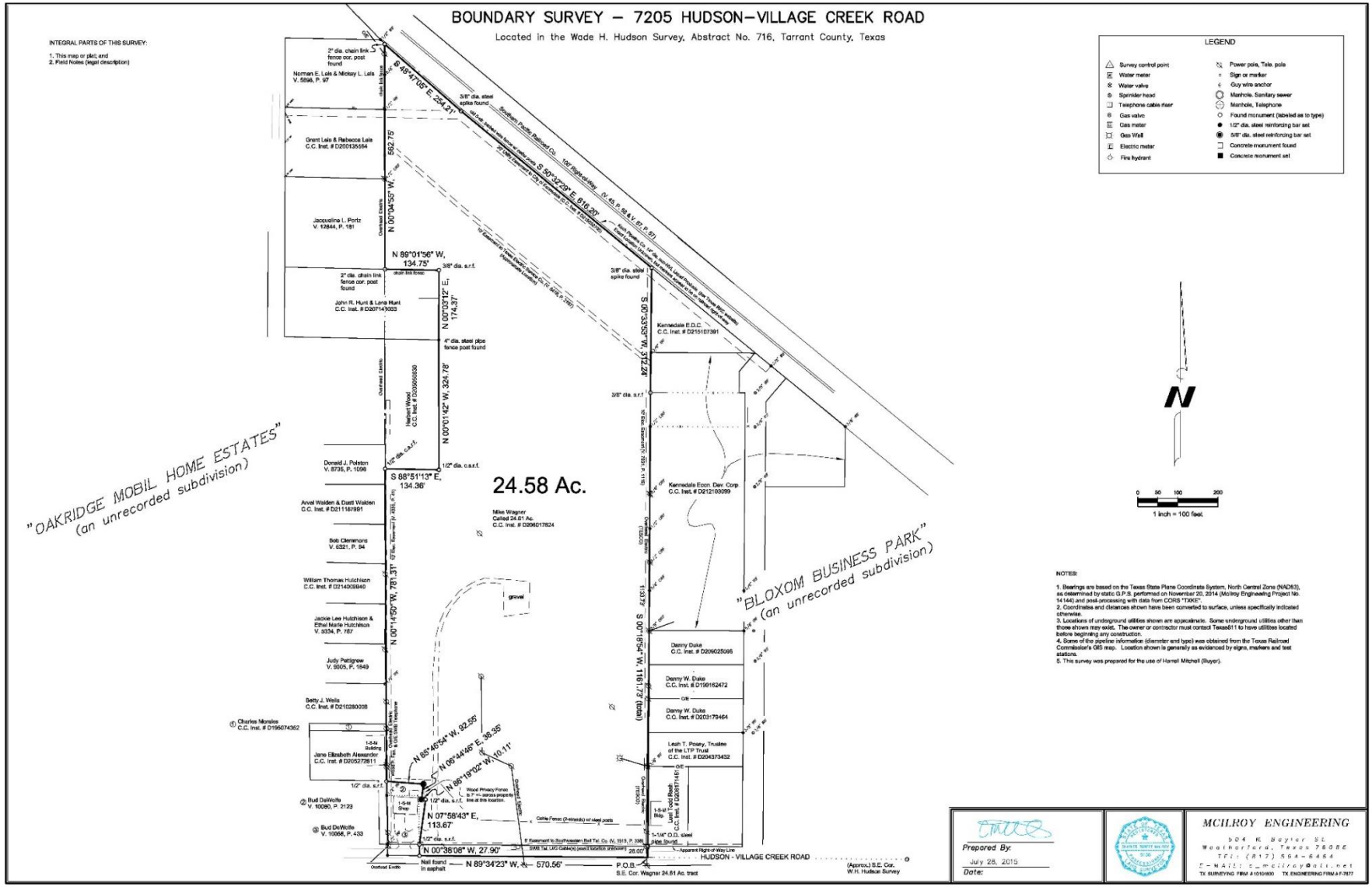
See next page

BOUNDARY SURVEY – 7205 HUDSON–VILLAGE CREEK ROAD

Located in the Wade H. Hudson Survey, Abstract No. 716, Tarrant County, Texas

INTEGRAL PARTS OF THIS SURVEY:

1. This map or plat; and
2. Field Notes (legal description)



NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), as determined by static G.P.S. performed on November 20, 2014 (McIlroy Engineering Project No. 14144) and post-processing with data from CORS "TXKE".
2. Coordinates and distances shown have been converted to surface, unless specifically indicated otherwise.
3. Locations of underground utilities shown are approximate. Some underground utilities other than those shown may exist. The owner or contractor must contact Texas811 to have utilities located before beginning any construction.
4. Some of the pipeline information (diameter and type) was obtained from the Texas Railroad Commission's GIS map. Location shown is generally as evidenced by signs, markers and test stations.
5. This survey was prepared for the use of Harrell Mitchell (Buyer).

Prepared By:

July 28, 2015

Date:

MCILROY ENGINEERING
504 E. Bayler St.
Weatherford, Texas 76086
Tel: (817) 594-6464
E-MAIL: c_mcilroy@att.net
TX SURVEYING FIRM # 1010600 TX ENGINEERING FIRM # F-7677

EXHIBIT A

KENNEDALE
Planning Department
www.cityofkennedale.com

CITY OF KENNEDALE
PLANNING & ZONING
OWNER AFFIDAVIT (Only required if applicant is applying on behalf of the owner)

Case # PZ 25-22

Property Address: 429 W Kennedale Pkwy Kennedale, TX 76060

Legal Description: ~~Lot 5 R-1 R-1 Block 2 Woodlea Acres Add~~isiom

Applicant: First Fence

Type of PZ request: "OT 4-OLD Town Subdist 4" to A "PD - Planned Development

I, Tony and Barbara Cecil Trust, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

Owner Signature: Barbara Ann Jones Cecil

Date: 12-9-2025

Timmy Jay Cecil 12-9-25

****

Barbara Ann Jones Cecil
Timmy Jaycecil

SWORN TO and Subscribed before me by ~~[illegible]~~

ON THIS 9th DAY OF December, 2025

Ann L Weaver

Notary Public, ~~Tarrant~~ Hood County, Texas

ANN L WEAVER
Notary Public, State of Texas
Comm. Expires 06-04-2029
Notary ID 133139566

LEGAL DESCRIPTION OF PROPERTY IN METES & BOUNDS

BEING a 8.3210 acre (362,464 square foot) tract of land situated in the Jacob Prickett Survey, Abstract No. 1225, Tarrant County, Texas, and being all of Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Instrument No. D224036495, Official Public Records, Tarrant County, Texas, and all of a tract of land as described in Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Cecil, Co-Trustees, Tony and Barbara Cecil Trust (Cecil Trust Tract), recorded in Instrument No. D214200722, said Official Public Records, said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the north corner of said Lot 5-R-1-R-1, and being on the southwest right-of-way line of Kennedale Parkway, a 100-foot right-of-way;

THENCE South 42°33'50" East, along the northeast line of said Lot 5-R-1-R-1, and along said southwest right-of-way line, a distance of 325.00 feet to a point for the northernmost east corner of said Lot 5-R-1-R-1, from which a 5/8-inch iron rod with cap stamped “RPLS 4838” bears South 47°20’27” West, a distance of 0.27 feet;

THENCE South 47°20'28" West, departing said southwest right-of-way line, and along the northernmost southeast line of said Lot 5-R-1-R-1, a distance of 100.00 feet to a 5/8-inch rod with cap stamped “KHA” set for corner, being at an interior corner of said Lot 5-R-1-R-1;

THENCE South 42°33'50" East, along a northeast line of said Lot 5-R-1-R-1, a distance of 75.00 feet to a point for corner, being an exterior corner of said Lot 5-R-1-R-1, and being on the northwest line of the said Cecil Trust Tract, from which a ‘+’ cut found in concrete bears South 47°20’28” West, a distance of 79.77 feet;

THENCE North 47°20'28" East, along the said northwest line, a distance of 100.00 feet to a point for the north corner of the said Cecil Trust Tract, and being in the said southwest right-of-way line, from which a 1/2-inch iron rod found bears North 63°06’03” West, a distance of 0.29 feet;

THENCE South 42°33'50" East, along the northeast line of the said Cecil Trust Tract, and along said southwest right-of-way line, a distance of 200.00 feet to a point for the easternmost corner of said Lot 5-R-1-R-1, from which a 1/2-inch iron rod with cap stamped “RPLS 5310” bears South 61°31’31” East, a distance of 0.30 feet and a 1/2-inch iron rod with cap stamped “GRANT ENG. 4151” bears South 61°28’44” West, a distance of 0.65 feet;

THENCE South 47°20'28" West, departing said southwest right-of-way line, and along the southeast line of said Lot 5-R-1-R-1, a distance of 550.26 feet (record distance 551.2 feet per plat recorded in Volume 388-A, Page 130 and record distance 550.62 feet per plat recorded in Instrument No. D224036495) to a 1/2-inch iron rod with cap stamped “RPLS 5310” found for corner at the southernmost southeast corner of said Lot 5-R-1-R-1;

THENCE South 89°22'28" West, along the south line of said Lot 5-R-1-R-1, a distance of 298.89 feet to a 1/2-inch iron rod with cap stamped “RPLS 5310” found for corner at the southernmost southwest corner of said Lot 5-R-1-R-1;

THENCE North 47°20'28" East, along a northwest line of said Lot 5-R-1-R-1, a distance of 216.26 feet to a 1/2-inch iron rod with cap stamped “LANDES” found for an interior corner of said Lot 5-R-1-R-1;

THENCE along the southwesterly line of said Lot 5-R-1-R-1 the following 6 calls:

North 58°20'43" West, a distance of 89.46 feet to a 5/8” iron rod with cap stamped “KHA” set for corner;

North 64°59'11" West, a distance of 105.12 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

North 25°00'49" East, a distance of 8.59 feet to a 1/2-inch iron rod found for corner;

North 64°59'11" West, a distance of 14.30 feet to a 1/2-inch iron rod found for corner;

North 47°18'19" East, a distance of 18.00 feet to a 1/2-inch iron rod found for corner;

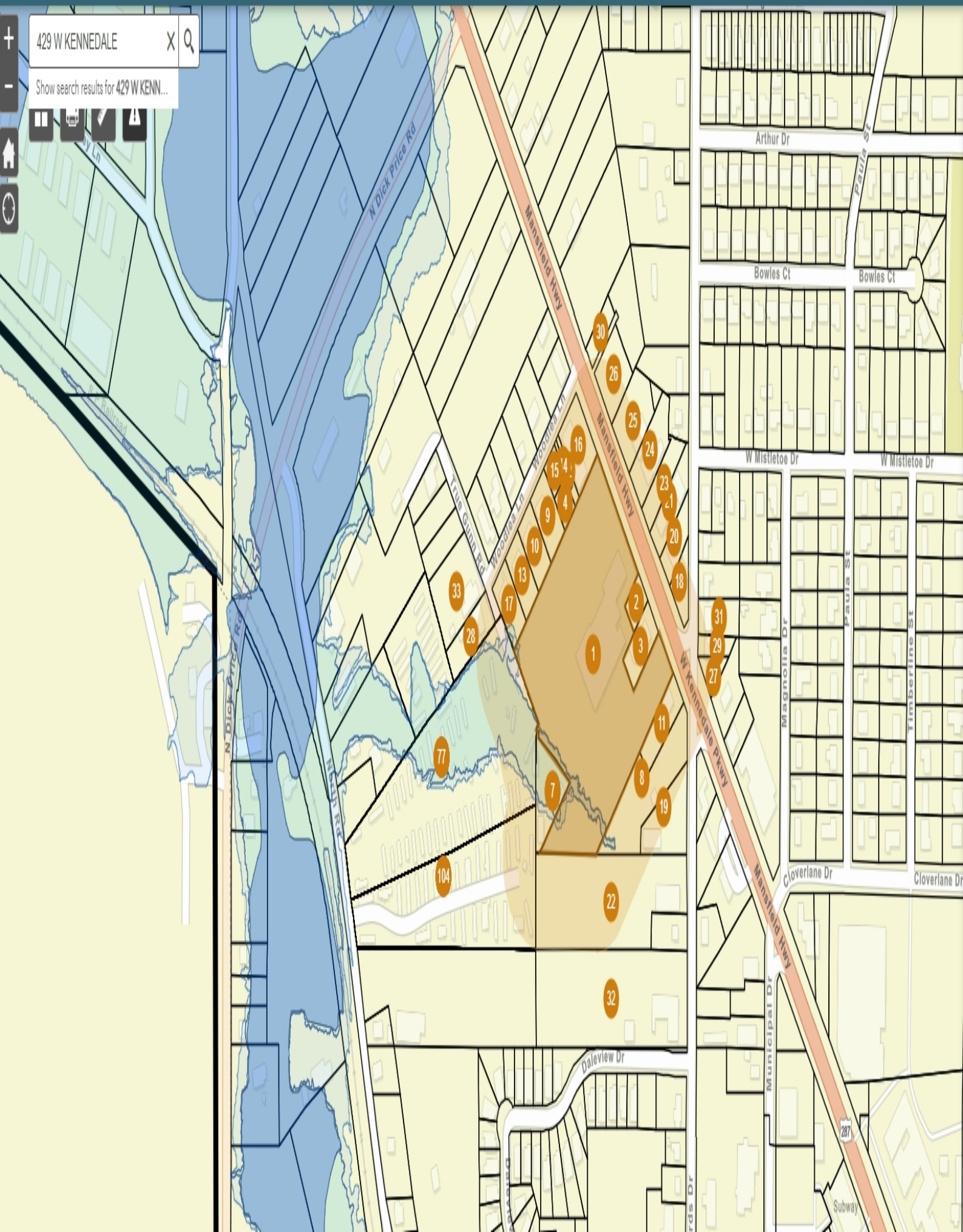
North 42°33'50" West, a distance of 200.00 feet to a point for the westernmost corner of said Lot 5-R-1-R-1, from which a 1/2-inch iron rod found bears North 42°33’50” West, a distance of 169.82 feet;

THENCE North 47°20'28" East, along the northwest line of said Lot 5-R-1-R-1, a distance of 600.27 feet to the **POINT OF BEGINNING** and containing 362,464 square feet or 8.3210 acres of land, more or less.

cityofkennedale.maps.arcgis.com/apps/webappviewer/index.html?id=eff39a6f3b794b9a98ff991676e42432

City of Kennedale Zoning Map

City of Kennedale TAD (Tarrant County Appraisal District)



displayname	address
TAYLOR RUBIE BROWN	2003 CHELSEA DR
AMORETTE REALTY LLC	9725 SEMINTAL DR
MJAC INVESTMENTS LLC	8100 PLUM CREEK TRL
SHELBY FANNING ENTERPRISES LLC	1038 FALCON NEST DR
TMF PROPERTIES LLC	404 W KENNEDALE PKWY
TONY AND BARBARA CECIL FAMILY BY-PASS TRUST	PO BOX 25
MCMURRAY MELVIN T	417 W KENNEDALE PKWY
FRUMKIN MIKHAIL	5709 HOMESTEAD RD
HOSSEINI ABDOLNABI A	45450 ETHERIDGE DR
LENTZ WADE M	437 TRUE GUNN RD
DANG CONG	441 TRUE GUNN RD
NGUYEN NGUYN ETAL	6522 DAISY DR
JMA COOPER LLC	1113 BURNET DR
CITIPOINT PROPERTIES & INVESTMENT LLC	5020 MANSFIELD RD
AVALON MHP LP	10875 PLANO RD STE 120
BARRON DANIEL	516 NORTH RD LOT 301
DINGMAN ALICE M	516 NORTH RD LOT 310
GUZMAN ENRIQUE M	1218 PEGGY LN
JOHNSTON DAVID	3509 RAINDROP DR
LITTLE DON	516 NORTH RD LOT 307
LOPEZ CAMPOS JUAN CARLOS	516 NORTH RD LOT 305
MONTEZ STEPHANIE	516 NORTH RD LOT 309
NEWMAN LYNAN M	516 NORTH RD LOT 306
PETERSEN THERESA	516 NORTH RD LOT
ZAMORA REINA	516 NORTH RD LOT 304
DT MOBILE HOME SALES	PO BOX 221
IBANEZ DIMAS	518 NORTH RD LOT 206
MURILLO EDUARDO E RUBIO	518 NORTH RD TRLR 207
REYES ASSENCION OMAR	518 NORTH RD TRLR 200
RODRIGUEZ SYLVIA	518 NORTH RD TRL 202
SPECK RONALD E	6120 DAY RD
TAYLOR DANNY	916 SUBLETT RD
WREN TERRI	PO BOX 1882
ADDISON MOBILE HOME SERVICE	8316 COUNTY RD 508
ADRIANO MIGUEL	520 NORTH RD TRLR 17
ALATORRE NAYELI	520 NORTH RD TRLR 24
BANKS ERICA	5800 TENNESSEE RD
BARCLAY OLIVER JR	PO BOX 11315
BOWLAND BOB	5155 WICHITA ST
BREWER MISTY	520 NORTH RD TRLR 51
BUENDIA GUADALUPE	520 NORTH RD TRLR 43
CITY OF KENNEDALE	405 MUNICIPAL DR
DYE JENSEN	520 NORTH RD TRLR 34
GRAHAM LEAH M	225 CEDAR WAY

GRIFALDO MARIA	520 NORTH RD TRLR 50
GURLEY JOSH	520 NORTH RD TRLR 15
GUTIERREZ MARK A SR	520 NORTH RD TRLR 25
HENRY JEFFERY L CONT	520 NORTH RD TRLR 31
HERRERA JAZMIN J	3724 ROYAL CREST DR
HUBBARD CINDY CRYER	520 NORTH RD TRLR 30
HURTADO MANUEL	520 NORTH RD TRLR 42
HUTSON CRYSTAL	520 NORTH RD TRLR 10
IVISON MICHAEL A	520 NORTH RD TRLR 48
KENNEDALE ISD	120 W KENNEDALE PKWY
LOPEZ JERONIMO	520 NORTH RD TRLR 44
MARSHALL DOMINIC	520 NORTH RD TRLR 36
MARTINEZ ANTONIO	520 NORTH RD TRLR 49
PETERSEN DWAYNE	520 NORTH RD LOT 28A
PRADO ANTONIO	520 NORTH RD LOT 5
RAWLINGS LEWIS WAYNE	520 NORTH RD TRLR 4
REYNOLDS LEDA	801 MONTICELLO DR TRLR 108
SALINAS CHRISTINA	520 NORTH RD
SHOCKEY MARTIN	520 NORTH RD TRLR 41
SPROW LAVERNE	7017 TIMBER RD
STEINMETZ M N	520 NORTH RD TRLR 7
TAYLOR GARRY	520 NORTH RD TRLR 12
WINTERS PAMELA	520 NORTH RD TRLR 39
BOVERIE JACK	520 NORTH RD # 1
BARRAZA LUIS	520 NORTH RD TRLR 52
EDWARDS 14-601 LLC	3225 MCLEOD DR STE 100
CUDE REALTY LLC	PO BOX 1203
WARD BILLY	700 WOODLEA LN
SANCHEZ ELVIRA	5838 BEAU PURPLE DR
RICHARDSON AUSTIN L	708 WOODLEA LN
MORRISON REAL PROPERTY LLC	1931 GUINEVERE ST
JMA COOPER LLC	1113 BURNET DR

city	state	zip	situsaddress
FORT WORTH	TX	76134	328 W KENNEDALE PKWY
CROWLEY	TX	76036	400 W KENNEDALE PKWY
BURLESON	TX	76028	402 W KENNEDALE PKWY
KENNEDALE	TX	76060	405 W KENNEDALE PKWY
KENNEDALE	TX	76060	412 W KENNEDALE PKWY
KENNEDALE	TX	76060	413 W KENNEDALE PKWY
KENNEDALE	TX	76060	417 W KENNEDALE PKWY
ARLINGTON	TX	76017	428 W KENNEDALE PKWY
PLANO	TX	75024	436 W KENNEDALE PKWY
KENNEDALE	TX	76060	437 TRUE GUNN RD
KENNEDALE	TX	76060	441 TRUE GUNN RD
ARLINGTON	TX	76017	444 W KENNEDALE PKWY
ALLEN	TX	75002	445 W KENNEDALE PKWY
ARLINGTON	TX	76017	509 CORRY A EDWARDS DR
DALLAS	TX	75238	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
ALVARADO	TX	76009	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
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KENNEDALE	TX	76060	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
MANFIELD	TX	76063	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
BURLESON	TX	76097	518 NORTH RD
ALVARADO	TX	76009	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
TEXARCANA	AR	71854	520 NORTH RD
FORT WORTH	TX	76110	520 NORTH RD
FORT WORTH	TX	76119	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	
KENNEDALE	TX	76060	520 NORTH RD
WHITNEY	TX	76692	520 NORTH RD

KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
FORT WORTH	TX	76140	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
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KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
SPRINGTOWN	TX	76082	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
ALVARADO	TX	76009	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD # 1
KENNEDALE	TX	76060	520 NORTH RD # 52
LAS VEGAS	NV	89121	601 CORRY A EDWARDS DR
KENNEDALE	TX	76060	609 CORRY A EDWARDS DR
KENNEDALE	TX	76060	700 WOODLEA LN
DALLAS	TX	75211	704 CORRY A EDWARDS DR
KENNEDALE	TX	76060	708 WOODLEA LN
ARLINGTON	TX	76014	712 WOODLEA LN
ALLEN	TX	75002	720 WOODLEA LN

TAYLOR RUBIE BROWN
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FORT WORTH, TX 76134

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CROWLEY, TX 76036

MJAC INVESTMENTS LLC
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BURLESON, TX 76028

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BARRON DANIEL
516 NORTH RD LOT 301
KENNEDALE, TX 76060

DINGMAN ALICE M
516 NORTH RD LOT 310
KENNEDALE, TX 76060

GUZMAN ENRIQUE M
1218 PEGGY LN
KENNEDALE, TX 76060

JOHNSTON DAVID
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ALVARADO, TX 76009

LITTLE DON
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KENNEDALE, TX 76060

LOPEZ CAMPOS JUAN CARLOS
516 NORTH RD LOT 305
KENNEDALE, TX 76060

MONTEZ STEPHANIE
516 NORTH RD LOT 309
KENNEDALE, TX 76060

NEWMAN LYNAN M
516 NORTH RD LOT 306
KENNEDALE, TX 76060

PETERSEN THERESA
516 NORTH RD LOT
KENNEDALE, TX 76060

ZAMORA REINA
516 NORTH RD LOT 304
KENNEDALE, TX 76060

DT MOBILE HOME SALES
PO BOX 221
KENNEDALE, TX 76060

IBANEZ DIMAS
518 NORTH RD LOT 206
KENNEDALE, TX 76060

MURILLO EDUARDO E RUBIO
518 NORTH RD TRLR 207
KENNEDALE, TX 76060

REYES ASSENCION OMAR
518 NORTH RD TRLR 200
KENNEDALE, TX 76060

RODRIGUEZ SYLVIA
518 NORTH RD TRL 202
KENNEDALE, TX 76060

SPECK RONALD E
6120 DAY RD
MANFIELD, TX 76063

TAYLOR DANNY
916 SUBLETT RD
KENNEDALE, TX 76060

WREN TERRI
PO BOX 1882
BURLESON, TX 76097

ADDISON MOBILE HOME SERVICE
8316 COUNTY RD 508
ALVARADO, TX 76009

ADRIANO MIGUEL
520 NORTH RD TRLR 17
KENNEDALE, TX 76060

ALATORRE NAYELI
520 NORTH RD TRLR 24
KENNEDALE, TX 76060

BANKS ERICA
5800 TENNESSEE RD
TEXARCANA, AR 71854

BARCLAY OLIVER JR
PO BOX 11315
FORT WORTH, TX 76110

BOWLAND BOB
5155 WICHITA ST
FORT WORTH, TX 76119

BREWER MISTY
520 NORTH RD TRLR 51
KENNEDALE, TX 76060

BUENDIA GUADALUPE
520 NORTH RD TRLR 43
KENNEDALE, TX 76060

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDALE, TX 76060

DYE JENSEN
520 NORTH RD TRLR 34
KENNEDALE, TX 76060

GRAHAM LEAH M
225 CEDAR WAY
WHITNEY, TX 76692

GRIFALDO MARIA
520 NORTH RD TRLR 50
KENNEDALE, TX 76060

GURLEY JOSH
520 NORTH RD TRLR 15
KENNEDALE, TX 76060

GUTIERREZ MARK A SR
520 NORTH RD TRLR 25
KENNEDALE, TX 76060

HENRY JEFFERY L CONT
520 NORTH RD TRLR 31
KENNEDALE, TX 76060

HERRERA JAZMIN J
3724 ROYAL CREST DR
FORT WORTH, TX 76140

HUBBARD CINDY CRYER
520 NORTH RD TRLR 30
KENNEDALE, TX 76060

HURTADO MANUEL
520 NORTH RD TRLR 42
KENNEDALE, TX 76060

HUTSON CRYSTAL
520 NORTH RD TRLR 10
KENNEDALE, TX 76060

IVISON MICHAEL A
520 NORTH RD TRLR 48
KENNEDALE, TX 76060

KENNEDALE ISD
120 W KENNEDALE PKWY
KENNEDALE, TX 76060

LOPEZ JERONIMO
520 NORTH RD TRLR 44
KENNEDALE, TX 76060

MARSHALL DOMINIC
520 NORTH RD TRLR 36
KENNEDALE, TX 76060

MARTINEZ ANTONIO
520 NORTH RD TRLR 49
KENNEDALE, TX 76060

PETERSEN DWAYNE
520 NORTH RD LOT 28A
KENNEDALE, TX 76060

PRADO ANTONIO
520 NORTH RD LOT 5
KENNEDALE, TX 76060

RAWLINGS LEWIS WAYNE
520 NORTH RD TRLR 4
KENNEDALE, TX 76060

REYNOLDS LEDA
801 MONTICELLO DR TRLR 108
SPRINGTOWN , TX 76082

SALINAS CHRISTINA
520 NORTH RD
KENNEDALE, TX 76060

SHOCKEY MARTIN
520 NORTH RD TRLR 41
KENNEDALE, TX 76060

SPROW LAVERNE
7017 TIMBER RD
ALVARADO, TX 76009

STEINMETZ M N
520 NORTH RD TRLR 7
KENNEDALE, TX 76060

TAYLOR GARRY
520 NORTH RD TRLR 12
KENNEDALE, TX 76060

WINTERS PAMELA
520 NORTH RD TRLR 39
KENNEDALE, TX 76060

BOVERIE JACK
520 NORTH RD # 1
KENNEDALE, TX 76060

BARRAZA LUIS
520 NORTH RD TRLR 52
KENNEDALE, TX 76060

EDWARDS 14-601 LLC
3225 MCLEOD DR STE 100
LAS VEGAS, NV 89121

CUDE REALTY LLC
PO BOX 1203
KENNEDALE, TX 76060

WARD BILLY
700 WOODLEA LN
KENNEDALE, TX 76060

SANCHEZ ELVIRA
5838 BEAU PURPLE DR
DALLAS, TX 75211

RICHARDSON AUSTIN L
708 WOODLEA LN
KENNEDALE, TX 76060

MORRISON REAL PROPERTY LLC
1931 GUINEVERE ST
ARLINGTON, TX 76014

JMA COOPER LLC
1113 BURNET DR
ALLEN, TX 75002

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-22 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "OT 4 – OLD TOWN SUB-DISTRICT 4" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 429 W KENNEDALE PKWY, PARCEL 43121546, WOODLEA ACRES ADDITION BLOCK 2, LOT 5R1R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property(ies)within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

December 3, 2025

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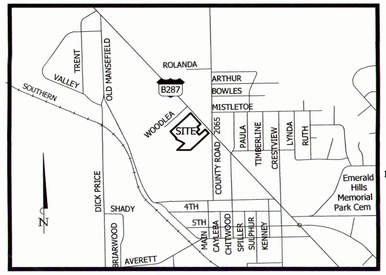
The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105



VICINITY MAP
SCALE: 1" = 2000'
KENNEDALE, TEXAS

GENERAL NOTES:

1. All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.

2. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48439C0340K, dated September 25, 2009. The property appears to lie within Zone "X" and the entire property lies within a "Areas determined to be outside the 0.2% annual chance floodplain" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".

3. All lot corners (Original Monumentation) shall be iron rods set (IRS) are 5/8-inch with a red plastic cap stamped "RPLS 4838".

WOODLEA LANE
60' RIGHT-OF-WAY
VOLUME 388-Q, PAGE 297, P.R.T.C.T.

15' BUILDING LINE VOLUME 388-193, PAGE 71 P.R.T.C.T.

50' BUILDING LINE VOLUME 388-193, PAGE 71 P.R.T.C.T.

OASIS RENTAL HOUSING, LTD.
INSTRUMENT NUMBER D216228836 O.P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026387 O.P.R.T.C.T.

30' BUILDING LINE VOLUME 388-193, PAGE 71 P.R.T.C.T.

LOT 7AR, BLOCK 2
WOODLEA ACRES
VOLUME 388-193, PAGE 71
P.R.T.C.T.

PLACE OF BEGINNING
FOUND 1/2" IRON ROD
NAD-1983 COORDINATE SYSTEM (2011)
TEXAS NORTH CENTRAL ZONE
GRID COORDINATES
N: 6922681.69
E: 2360054.21

50.00'
50.00'
100.00'

MANSFIELD HIGHWAY
ALSO KNOWN AS WEST KENNEDALE PARKWAY
PREVIOUSLY KNOWN AS HUR 287
VOLUME 1136, PAGE 173, D.R.T.C.T.

S42° 31' 24"E 325.00'

CABINET A, SLIDE 3273, P.R.T.C.T.

LOT 7BR, BLOCK 2
WOODLEA ACRES
VOLUME 388-193, PAGE 71
P.R.T.C.T.

7.5' UTILITY EASEMENT
VOLUME 388-193, PAGE 71
P.R.T.C.T.

CENTERLINE OF TESCO DISTRIBUTION EASEMENT
VOLUME 4140, PAGE 464
D.R.T.C.T.

LOT 7C, BLOCK 2
WOODLEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026384
O.P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026388
O.P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026385
O.P.R.T.C.T.

670.00'

LOT 7D, BLOCK 2
WOODLEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

AUSTIN LEVI RICHARDSON
INSTRUMENT NUMBER D216191669
O.P.R.T.C.T.

N47° 18' 57"E 600.00'

10' TESCO EASEMENT
VOLUME 8458, PAGE 1410
D.R.T.C.T.

5' TESCO EASEMENT
VOLUME 2954, PAGE 546
D.R.T.C.T.

IRS

LOT 7E, BLOCK 2
WOODLEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

WILLIAM C. BLALOCK, JR AND DURA L. BLALOCK
VOLUME 3379, PAGE 567
D.R.T.C.T.

360.00'

7.5' UTILITY EASEMENT
CABINET A, SLIDE 3273, P.R.T.C.T.

7.5' UTILITY EASEMENT
CABINET A, SLIDE 3273, P.R.T.C.T.

S47° 18' 57"W 100.00'

MELVIN THOMAS MONURRAT AND WIFE, FAYE MONURRAY
JOAN FAYE MONURRAY
VOLUME 10631, PAGE 393
D.R.T.C.T.

FOUND FENCE CORNER

S42° 31' 24"E 75.00'

FOUND 1/2" IRON ROD

50.00'
50.00'
100.00'

LOT 26, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-B, SLIDE 158
P.R.T.C.T.

LOT 7F, BLOCK 2
WOODEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

BILLY WARD AND WIFE, MELISSA WARD
VOLUME 12752, PAGE 113
D.R.T.C.T.

LOT 5-R-1-R, BLOCK 2
WOODLEA ACRES ADDITION
CABINET A, SLIDE 3273, P.R.T.C.T.
BARBARA ANN JONES CECIL AND JENNIFER DAVIDSON, CO-TRUSTEES OF THE TONY AND BARBARA CECIL TRUST
INSTRUMENT NUMBER D214200723
O.P.R.T.C.T.

IRS

PORTION OF LOT 4, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, PAGE 130, P.R.T.C.T.
TONY LYNN CECIL AND BARBARA ANN JONES CECIL, CO-TRUSTEES OF THE TONY AND BARBARA CECIL TRUST
INSTRUMENT NUMBER D214200723
O.P.R.T.C.T.

N47° 28' 17"E 180.00'

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

S42° 41' 13"E 115.00'

30' BUILDING LINE (BY THIS PLAT)

FOUND 5/8" IRON ROD

4' UTILITY EASEMENT
VOLUME 388-215, PAGE 64
P.R.T.C.T.

LOT 5-R-1-R-1, BLOCK 2
WOODLEA ACRES ADDITION
7.967 ACRES OR
347,084 SQUARE FEET

S42° 41' 18"E 85.00'

FOUND 1/2" CAPPED IRON ROD STAMPED "GRANT ENG. RPLS 4151" BEARS S79° 00' 50"W 0.89' FROM LOT CORNER

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

FOUND 1/2" IRON ROD BEARS S25° 15' 21"E 0.91' FROM PROPERTY CORNER

PORTION OF LOT 3, BLOCK 2 WOODLEA ACRES ADDITION VOLUME 388-A, SLIDE 130, P.R.T.C.T.

SHELBY FANNING ENTERPRISES LLC INSTRUMENT NUMBER D218266534 O.P.R.T.C.T.

7.5' UTILITY EASEMENT (BY THIS PLAT)

N47° 31' 24"W 200.00'

FEMA ZONE "X" (SHADED)

FEMA ZONE "X"

N47° 18' 57"E 18.00'

FOUND 1/2" IRON ROD

FOUND 1/2" IRON ROD

IRS

N65° 02' 55"W 14.30'

N23° 56' 01"E 8.65'

EXISTING LOT LINE

7.5' UTILITY EASEMENT
CABINET A, SLIDE 3273, P.R.T.C.T.

AVALON MHP, L.P.
INSTRUMENT NUMBER D203346215
O.P.R.T.C.T.

LOT 27, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-B, SLIDE 158, P.R.T.C.T.

4' UTILITY EASEMENT
VOLUME 388-215, PAGE 64
P.R.T.C.T.

FEMA ZONE "X"

N65° 02' 24"W 105.11'

IRS

N58° 20' 05"W 89.45'

FOUND 1/2" CAPPED IRON ROD

4' UTILITY EASEMENT
VOLUME 388-B, PAGE 158
P.R.T.C.T.

AVALON MHP, L.P.
INSTRUMENT NUMBER D203346215
O.P.R.T.C.T.

LOT 5-R-2, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-215, PAGE 64
P.R.T.C.T.

10' TESCO EASEMENT
VOLUME 10429, PAGE 1129
D.R.T.C.T.

PORTION OF LOT 4, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, PAGE 130, P.R.T.C.T.

TONY LYNN CECIL AND BARBARA ANN JONES CECIL, CO TRUSTEES OF THE TONY AND BARBARA CECIL TRUST
INSTRUMENT NUMBER D222084465
O.P.R.T.C.T.

S47° 22' 16"W 550.62'

PORTION OF LOT 3, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, SLIDE 130, P.R.T.C.T.

SHELBY FANNING ENTERPRISES LLC
INSTRUMENT NUMBER D218280295
O.P.R.T.C.T.

5' UTILITY EASEMENT
VOLUME 388-215, PAGE 64
P.R.T.C.T.

N47° 22' 03"E 216.29'

LOT 2, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, SLIDE 130, P.R.T.C.T.

AVALON MHP, L.P.
INSTRUMENT NUMBER D203346215
O.P.R.T.C.T.

LOT 28, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-B, SLIDE 158, P.R.T.C.T.

5' UTILITY EASEMENT
VOLUME 388-A, PAGE 130
P.R.T.C.T.

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

S89° 24' 58"W 298.54'

FOUND 1/2" IRON ROD BEARS N82° 16' 17"E 1.53' FROM LOT CORNER

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

EDWARDS 14-601, LLC
INSTRUMENT NUMBER D219275099
O.P.R.T.C.T.

LOT 2, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, SLIDE 130, P.R.T.C.T.

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

LEGEND

N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES
D.R.T.C.T.	DEED RECORDS TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS TARRANT COUNTY, TEXAS
IRF	= 5/8" IRON ROD WITH CAP STAMPED "RPLS 4838" FOUND
o	= DIMENSION POINT, NOTHING FOUND OR SET
◄►	= STREET NAME CHANGE

SURVEYOR'S CERTIFICATE:

I, Michael Dan Davis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Dated this the 31st day of July, 2023.

Michael Dan Davis
Registered Professional Land Surveyor
Texas Registration No. 4838
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

STATE OF TEXAS · REGISTERED · MICHAEL DAN DAVIS · 4838 · PROFESSIONAL LAND SURVEYOR

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

BY:_____
Chairman, Planning and Zoning Commission

BY: _____
Attest: Secretary, Planning and Zoning Commission

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

BY:_____
Chairman, Planning and Zoning Commission

BY: _____
Attest: Secretary, Planning and Zoning Commission

State of Texas §
County of Tarrant §

WHEREAS, **Barbara Ann Jones Cecil and Jennifer Davidson, Co-Trustees of the Tony and Barbara Cecil Trust** are the owners of that certain 7.967 acres (347,084 square feet) of land in the Jacob Prickett Survey, Abstract No. 1225, City of Kennedale, Tarrant County, Texas; said 7.967 acres (347,084 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust, created by Trust Agreement dated the 25th day of February, 2000, as amended, as recorded in Instrument Number D214200723, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.) and being all of that certain tract of land described in a General Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust (hereinafter collectively referred to as Cecil tract), as recorded in instrument Number D222084465, O.P.R.T.C.T. and being all of that certain tract of land described as Lot 5-R-1-R, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 5-R-1-R), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, Plat Records, Tarrant County, Texas (P.R.T.C.T.) and being a portion of that certain tract of land described as Lot 4, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 4), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T.; said 7.967 acres (347,084 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northeasterly corner of said Lot 5-R-1-R, same being the Southeasterly corner of that certain tract of land described as Lot 7AR, Block 2, Woodlea Acres (hereinafter referred to as Lot 7AR), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-193, Page 71, P.R.T.C.T., same being the existing Southwesterly right-of-way line of Mansfield Highway, also known as West Kennedale Parkway, previously known as Spur 498 (100' right-of-way), as recorded in Volume 1136, Page 173, Deed Records, Tarrant County, Texas (D.R.T.C.T.);

THENCE South 42 degrees 31 minutes 24 seconds East with the common line between said Lot 5-R-1-R and the existing Southwesterly right-of-way line of said Mansfield Highway, a distance of 325.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northerly corner of that certain tract of land described in a General Warranty Deed to Melvin Thomas McMurray and wife, Joan Faye McMurray (hereinafter referred to as McMurray tract), as recorded in Volume 10631, Page 393, D.R.T.C.T.;

THENCE South 47 degrees 18 minutes 57 seconds West, departing the existing Southwesterly right-of-way line of said Mansfield Highway, with the common line between said Lot 5-R-1-R and said McMurray tract, a distance of 100.00 feet to a fence corner found for corner, same being an inner-ell corner of said Lot 5-R-1-R, same being the Westerly corner of said McMurray tract;

THENCE South 42 degrees 31 minutes 24 seconds East, continue with the common line between said Lot 5-R-1-R and said McMurray tract, a distance of 75.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the Northwesterly line of said Lot 4, same being the Northwesterly line of that certain tract of land described in a Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust (hereinafter referred to as Tony Cecil tract), as recorded in Instrument Number D214200722, O.P.R.T.C.T.;

THENCE South 47 degrees 18 minutes 57 seconds West with the common line between said Lot 5-R-1-R and said Lot 4, a distance of 80.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northwesterly corner of said Tony Cecil tract, same being an inner-ell corner of said Cecil tract;

THENCE South 42 degrees 41 minutes 18 seconds East with the common line between said Cecil tract and said Tony Cecil tract, a distance of 85.00 feet to the Southwesterly corner of said Tony Cecil tract, same being an inner-ell corner of said Cecil tract, from which a one-half inch iron rod found bears South 25 degrees 15 minutes 21 seconds East, a distance of 0.91 feet;

THENCE North 47 degrees 28 minutes 17 seconds East, continue with the common line between said Cecil tract and said Tony Cecil tract, a distance of 180.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southeasterly corner of said tony Cecil tract, same being the existing Southwesterly right-of-way line of said Mansfield Highway;

THENCE South 42 degrees 41 minutes 13 seconds East with the common line between said Cecil tract and the existing Southwesterly right-of-way line of said Mansfield Highway, a distance of 115.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Easterly corner of said Cecil tract, same being the Northerly corner of that certain tract of land described as Lot 3, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 3), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod with plastic cap stamped "GRANT ENG. RPLS 4151" found bears South 79 degrees 00 minutes 50 seconds West, a distance of 0.89 feet;

THENCE South 47 degrees 22 minutes 16 seconds West, departing the existing Southwesterly right-of-way line of said Mansfield Highway, with the common line between said Cecil tract and said Lot 3, a distance of 550.62 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southwesterly corner of said Lot 3, same being the North line of that certain tract of land described as Lot 2, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 2), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod found bears North 82 degrees 16 minutes 17 seconds East, a distance of 1.53 feet;

THENCE South 89 degrees 24 minutes 58 seconds West with the common line between said Cecil tract and said Lot 2, a distance of 298.54 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southwesterly corner of said Lot 4, same being a Southerly corner of that certain tract of land described as Lot 5-R-2, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 5-R-2), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, P.R.T.C.T.;

THENCE North 47 degrees 22 minutes 03 seconds East with the common line between said Lot 4 and said Lot 5-R-2, a distance of 216.29 feet to a one-half inch iron rod with plastic cap found for corner, same being a Southwesterly corner of said Lot 5-R-1-R;

THENCE North 58 degrees 20 minutes 05 seconds West, departing the Northwesterly line of said Lot 4, with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 89.45 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 65 degrees 02 minutes 24 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 105.11 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 23 degrees 56 minutes 01 second East, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 8.65 feet to a one-half inch iron rod found for corner;

THENCE North 65 degrees 02 minute 55 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 14.30 feet to a one-half inch iron rod found for corner, same being the Northwesterly corner of said Lot 5-R-2, same being an angle point in the Easterly line of that certain tract of land described as Lot 27, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 27), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-B, Page 158, P.R.T.C.T.;

THENCE North 47 degrees 18 minutes 57 seconds East with the common line between said Lot 5-R-1-R and said Lot 27, a distance of 18.00 feet to a one-half inch iron rod found for corner;

THENCE North 42 degrees 31 minutes 24 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 27, a distance of 200.00 feet to a five-eighths inch iron rod found for the Westerly corner of said Lot 5-R-1-R, same being the Southerly corner of that certain tract of land described as Lot 7F, Block 2, Woodlea Acres (hereinafter referred to as Lot 7F), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-Q, Page 297, P.R.T.C.T.;

THENCE North 47 degrees 18 minutes 57 seconds East, departing the Northeasterly line of said Lot 27, with the common line between said Lot 5-R-1-R and said Lot 7C thru Lot 7F, pass at a distance of 360.00 feet, the Northeasterly corner of said Lot 7C, same being the Southerly corner of that certain tract of land described as Lot 7BR, Block 2, Woodlea Acres (hereinafter referred to as Lot 7BR), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-193, Page 71, P.R.T.C.T., continue with said course, with the common line between said Lot 5-R-1-R and said Lot 7BR, pass at a distance of 470.00 feet, the Easterly corner of said Lot 7BR, same being the Southerly corner of said Lot 7AR, continue with said course, with the common line between said Lot 5-R-1-R and said Lot 7AR for a total distance of 600.00 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 7.967 acres (347,084 square feet) of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Barbara Ann Jones Cecil and Jennifer Davidson, Co-Trustees of the Tony and Barbara Cecil Trust**, does hereby adopt this plat, designating the herein described property as **KENNEDALE SQUARE**, an addition to the City of Kennedale, Tarrant County, Texas, and it does hereby dedicate to the public's use the streets and easement shown thereon.

WITNESS UNDER MY HAND THIS THE 1st DAY OF August, 2023.

Tony and Barbara Cecil Trust

By: Barbara Ann Jones Cecil
Name: **Barbara Ann Jones Cecil**

By: _____
Name: Jennifer Davidson

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Barbara Ann Jones Cecil**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 1st DAY OF August, 2023.

Jackie Lopez
NOTARY PUBLIC in and for the STATE OF TEXAS

JACKIE LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13164670-8
My Comm. Expires 08-15-2026

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Jennifer Davidson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 1st DAY OF August, 2023.

Jackie Lopez
NOTARY PUBLIC in and for the STATE OF TEXAS

JACKIE LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13164670-8
My Comm. Expires 08-15-2026

REPLAT OF
LOT 5-R-1-R-1, BLOCK 2
WOODLEA ACRES ADDITION

AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS
Being a Replat of Lot 5-R-1-R, Block 2, Woodlea Acres Addition, an addition to the City of Kenndale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, Plat Records, Tarrant County, Texas, and Being a Portion of Lot 4, Block 2, Woodlea Acres Addition, an addition to the City of Kenndale, Tarrant County, Texas, according to the plat recorded in Cabinet 388-A, Page 130, Plat Records, Tarrant County, Texas
and Being 7.967 acres out of the Jacob Prickett Survey, Abstract No. 1225
City of Kennedale, Tarrant County, Texas
1 Commercial Lot
Preparation Date: April 2022
SHEET 1 OF 1

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823
PROJECT NO.: 332-22-001

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
TONY LYNN CECIL AND
BARBARA ANN JONES CECIL, CO-TRUSTEES
TONY AND BARBARA CECIL TRUST
P.O. BOX 25
KENNEDALE, TEXAS 76060
PHONE: 817-478-6071

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5

Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00

City of KENNEDALE, Texas EST. 1887 YOU'RE HERE YOUR HOME

CERTIFICATE OF PLAT ACCEPTANCE

STATE OF TEXAS

COUNTY OF TARRANT

I, Nathan Gonzales, Director of Community Development for the City of Kennedale, do hereby certify that an application for a plat was received a deemed filed by the City of Kennedale ("City") on June 14, 2022, for the following property within the City of Kennedale, Texas:

Replat of
Lot 5-R-1-R-1, Block 2
Woodlea Acres Addition
An Addition to the City of Kennedale
Tarrant County, Texas
Being 7.967 Acres Situated in the
Jacob Prickett Survey, Abstract No. 1225
City of Kennedale, Tarrant County, Texas

No action was taken on the application to approve or disapprove the plat within the time prescribed by Texas law by the municipal authority responsible for approving plats filed with the City, therefore, in accordance with Section 212.009 of the Texas Local Government Code, the plat is considered approved by operation of law.

Signed this 22nd day of December, 2023.

Nathan Gonzales, Director of Community Development
City of Kennedale, TX

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of December, 2023

Notary Public in and for the State of Texas

Bertha Vindel
Name of Notary

BERTHA O. VINDEL
Notary Public, State of Texas
Comm. Expires 02-19-2024
Notary ID 126391144

My Commission Expires:
2-19-2024

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5

Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00006986056
AD NUMBER: 47685 2 5R1R
CERTIFICATE NO : 106366917

DATE : 2/20/2024 PAGE 1 OF 1
FEE : $10.00

COLLECTING AGENCY
WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
TONY AND BARBARA CECIL TRUST

PO BOX 25
KENNEDALE TX 76060

PROPERTY DESCRIPTION
WOODLEA ACRES ADDITION BLOCK 2
LOT 5R1R

0000429 W KENNEDALE PKWY
5.281 ACRES

PROPERTY OWNER
TONY AND BARBARA CECIL TRUST
% TONY & BARBARA CECIL TR
PO BOX 25
KENNEDALE TX 76060

YEAR	TAX UNIT	AMOUNT DUE
2023	CITY OF KENNEDALE	$0.00
2023	Tarrant County	$0.00
2023	JPS HEALTH NETWORK	$0.00
2023	TARRANT COUNTY COLLEGE	$0.00
2023	KENNEDALE ISD	$0.00
	TOTAL	$0.00

ISSUED TO : TONY AND BARBARA CECIL TRUST
ACCOUNT NUMBER: 00006986056
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

Deputy

D224036495
03/04/2024 11:58 AM Page: 1 of 4 Fees: $77.00
PLAT
SUBMITTER: JACQUELINA LOPEZ

MARY LOUISE NICHOLSON
COUNTY CLERK

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5

Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00004479580
AD NUMBER: 47685 2 4A
CERTIFICATE NO : 106366933

DATE : 2/20/2024
FEE : $10.00

PAGE 1 OF 1

COLLECTING AGENCY
WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
TONY AND BARBARA CECIL TRUST

PO BOX 25
KENNEDALE TX 76060

PROPERTY DESCRIPTION
WOODLEA ACRES ADDITION BLOCK 2
LOT 4A

0000409 W KENNEDALE PKWY
2.7365 ACRES

PROPERTY OWNER
TONY AND BARBARA CECIL TRUST
TONY LYNN, BARBARA ANN JONES
CECIL CO-TR
PO BOX 25
KENNEDALE TX 76060

YEAR	TAX UNIT	AMOUNT DUE
2023	CITY OF KENNEDALE	$0.00
2023	Tarrant County	$0.00
2023	JPS HEALTH NETWORK	$0.00
2023	TARRANT COUNTY COLLEGE	$0.00
2023	KENNEDALE ISD	$0.00
	TOTAL	$0.00

ISSUED TO : TONY AND BARBARA CECIL TRUST
ACCOUNT NUMBER: 00004479580
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

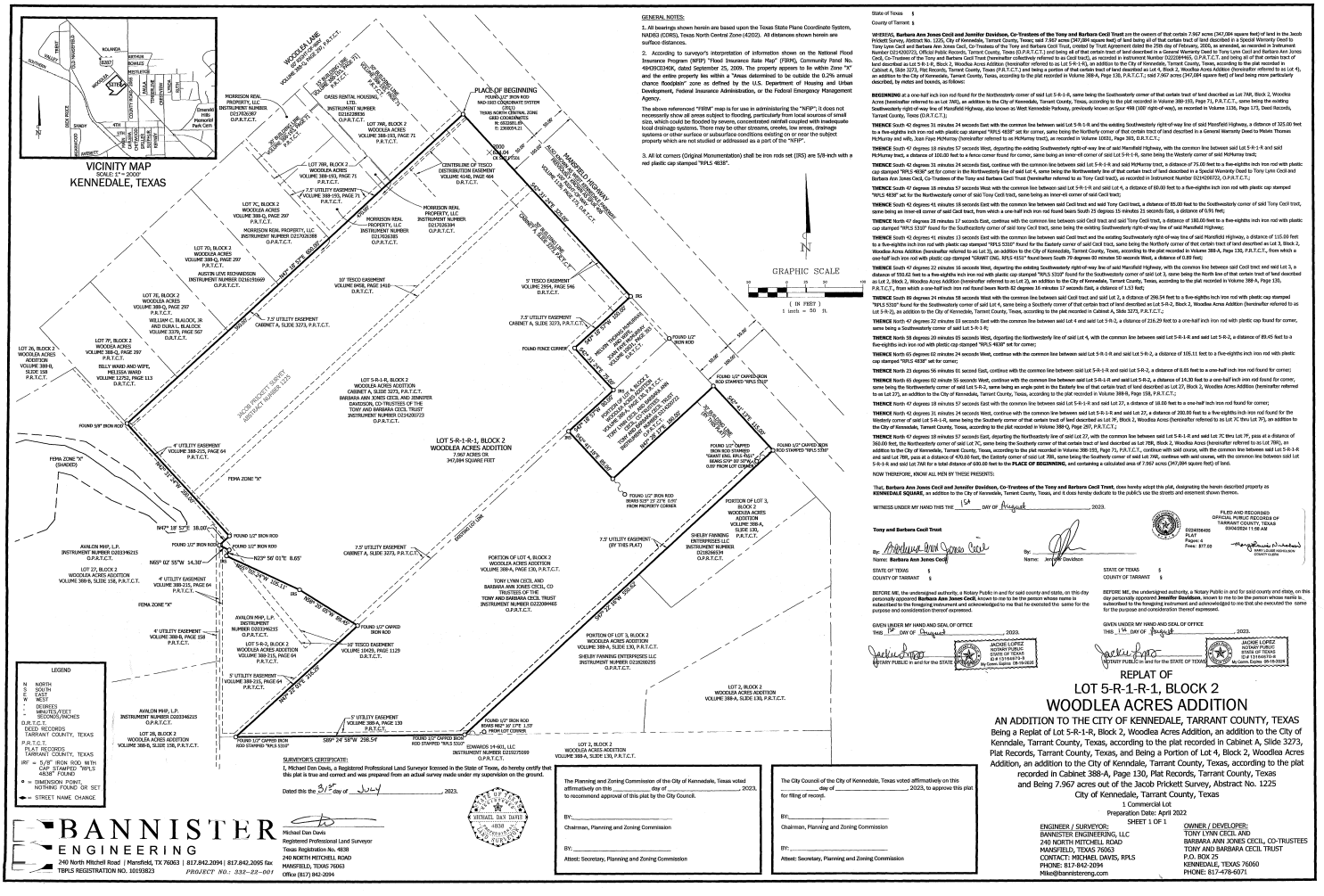
_____ Deputy

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit: https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5

Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00



FIRST FENCE USA

WE LISTEN. WE CARE. WE DELIVER

A Presentation Prepared For The City of Kennedale
Presenting the Agenda and Intentions of:

First Fence USA

Date:
December 12th, 2025

Outside Frontage Concept

Trade Counter Concept

Contents

01

Who We Are

- A Rich British History
- What We Do
- Community Engagement

02

Plans & Agenda

- The Texas Fence Market
- Product Proposal
- Employment
- Retail Frontage
- Usage and Zoning
- Community Engagement & Sponsorship

03

Investing in Kennedale

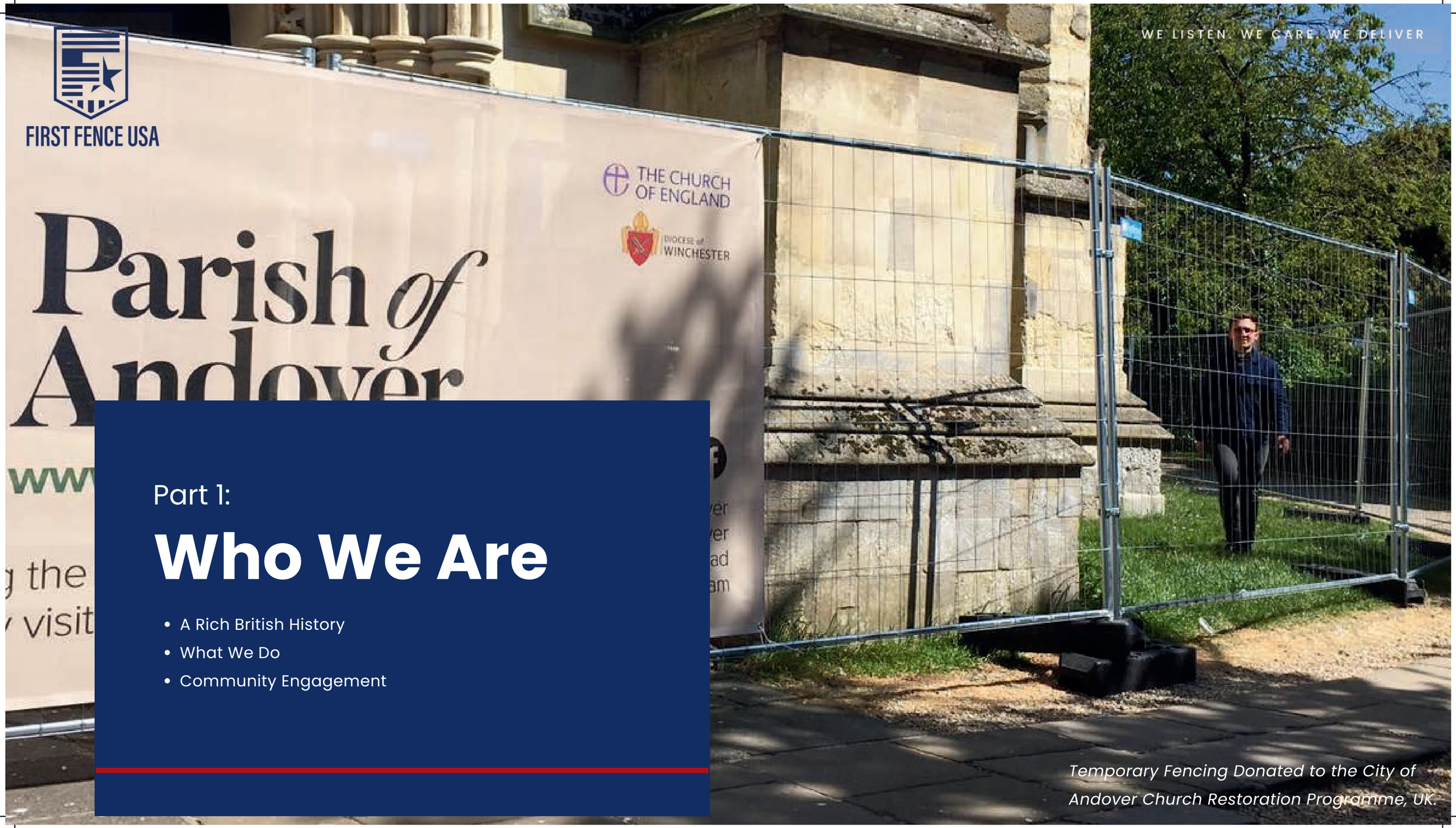
- Revenue Projections (5 Year Forecast)
- Taxation

04

Our Requirements

- Time Scales
- Incentives for Investment
- Access to Employment Opportunities

FIRST FENCE USA



Part 1:

Who We Are

- A Rich British History
- What We Do
- Community Engagement

Temporary Fencing Donated to the City of Andover Church Restoration Programme, UK.

A Rich British History | At A Glance

Four Key Facts

Established

First Fence Ltd was founded in 2010 in Derbyshire, United Kingdom, by brothers Vinny and Dave Kotecha. What began as a small operation run from their front driveway has since grown into the UK's largest provider in its sector, and we still maintain those strong family values today.

Employment

First Fence UK proudly employs 200+ full-time colleagues, spanning roles across sales, operations, depot management, picking, and driving.

Investment

As a family-run business, Dave and Vinny continuously reinvest in leaner production methods and ongoing product expansion to meet evolving fencing needs and preferences.

Key to Success

First Fence employees are the biggest key to our success, their dedication and expertise drive everything we do, strongly followed by our commitment to exceptional customer service, strong stock availability, with exceptional turn around times.

A Rich British History | Scaling the Business

2008

Kotecha Brothers establish First Fence by repairing old damaged temporary fencing panels and selling on eBay from their front driveway.

2010

Officially registered as First Fence Ltd. Set up a proper production ficility on a Farm in Swadlincote, Derbyshire. 15 people and 3 vehicles.

2011

First Ecommerce site created in the fencing industry, quickly transforms the way customers spec and purchase fences and gates in the UK

2015

Same day delivery service launches, quickly gaining industry appreciation and awareness.

2015

Opened Dartford (London) as strategically required a depot closer to central London, along with the opening of our Head Office, Manufacturing Site and Bristol (South West) Depot.

2016

Tipton, Birmingham opens, giving better coverage in the midlands for an expanding range of products.

2016

First Fence wins 'Best Innovation & Tech', 'Best Product & Service' and 'Best Medium Business' awards for West Midlands, UK.

2019

Glasgow (Scotland) depot opens, allowing for great reach into Northern England and remote parts of Scotland.

2020

Timed deliveries launched, allowing customers to choose specific delivery slots at a convenient time for their requirements and site.

2021

Nottingham (Midlands) opens, allow for easy access of the main M1 Motorway up and down the UK. Large trade counter established.

2022

National Distribution Centre (NDC) opens, providing overnight deliveries to depots, allowing all depots to accept Next Day Delivery promises to its customers.

Bristol Depot

Tipton Depot

Nottingham Depot

Canvey Depot

Glasgow Depot

National Distribution Centre

What We Do | Why Customers Choose First Fence

01 | Retail Focus

"At its core, the company has earned customer trust by keeping essential products reliably in stock and ready for quick collection."

02 | Service

"Whether you're tackling your first fencing project or you're a long-time professional, our team is here to help—offering clear advice, expert support, and smooth delivery logistics every step of the way."

03 | Deliveries

"With a fleet of over 50 vehicles, First Fence is known for fast, reliable site delivery—scheduled at a time that suits you."

First Fence | Canvey Island, London

What We Do | Community Engagement

First Fence Ltd invests time and money each year into enriching the lives of communities connected to our colleagues and local cities, becoming a trusted partner for numerous charitable organizations. A few examples below.

Leicester Children's Hospital Christmas Toy Drive

Local Cancer Fundraisers and Support Groups Near Each Depot

Homelessness Fundraisers to Support Those in Need Near Depots

Sports Sponsorships for over 15+ Local Sports Clubs Annually

"When we make a promise, we keep it. Since 2010, we've supported the communities around our depots, not because we have to, but because it's the right thing to do. From sports kits and community event support to fundraising for mental-health and wellness charities, our aim is always to make a real difference. We believe our success should strengthen the places we call home and the people we live and work alongside every day."

Vinny Kotecha | First Fence USA

Part 2:

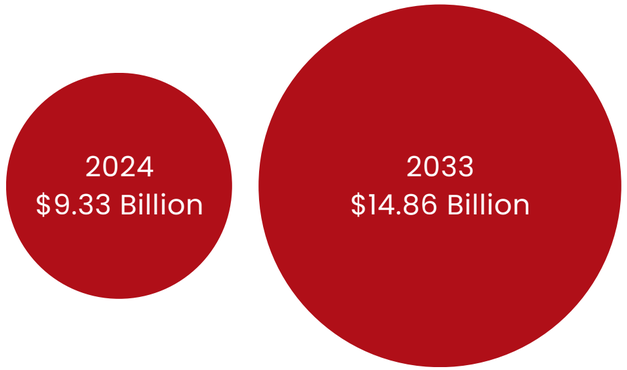
Plans & Agenda

- The Texas Fence Market
- Product Proposal
- Employment
- Retail Frontage
- Community Engagement & Sponsorship
- Usage and Zoning

Plans & Agenda | The Texas Fence Market

01 | Market Size

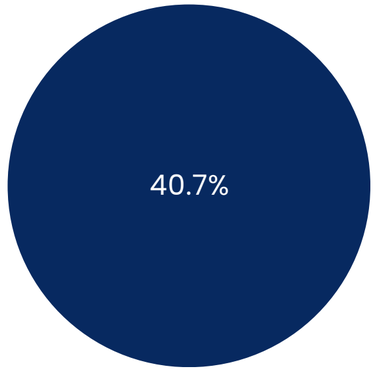
U.S. Fencing Market size was estimated at $9.33 billion in 2024 and is expected to reach $14.86 billion by 2033.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

02 | The South

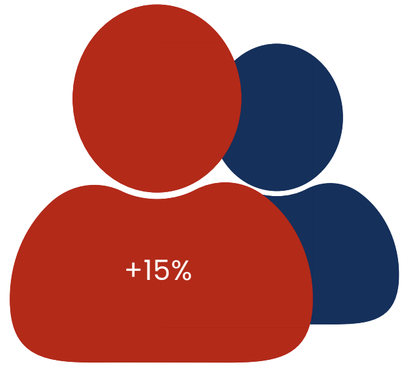
In 2024, the South accounted for 40.7% of residential and commercial fencing sales, with Texas spearheading the construction surge across the region.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

03 | DFW Demand

Texas has 2,270 registered fence erectors, including 710 in DFW, where labor costs are about 15% above the national average due to higher fencing demand.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

Plans & Agenda | Product Proposal

Galvanised Fencing

Ornamental style galvanised railing fencing and gates, in over eight styles in stock and ten sizes of each gate type.

20%

Timber Fencing

A range of Cedar and Pine timber picket and rails, fully stocked and compliant to the strictest of HOA requirements.

20%

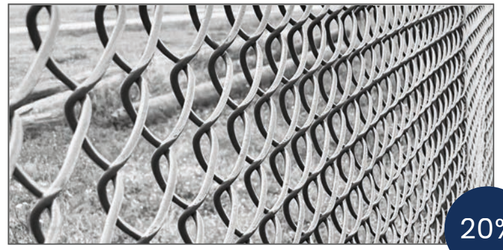
Vinyl PVC Fencing

Vinyl PVC plastic fencing in ten different styles, with hardware and gates to suit. Focused mainly for residential and ranch.

10%

Chain Link Fencing

Galvanized chain link fencing and gates for residential and commercial use. All sizes in stock.



20%

Aluminium Fencing

Ornamental aluminum fencing and gates, tailored for e-commerce sales, especially on the East Coast.

5%

Temporary Fencing

A range of welded and chain link mesh temporary fence panels along with pedestrian barriers for sales and rental.

5%

Agricultural Wire

Large selection of galvanised agricultural netting and fencing rolls designed for livestock containment.

5%

Mesh Fencing

Ornamental style galvanised railing fencing and gates, in over eight styles in stock and ten sizes of each gate type.

5%

Hardware, automation, fixings and accessories = 10%

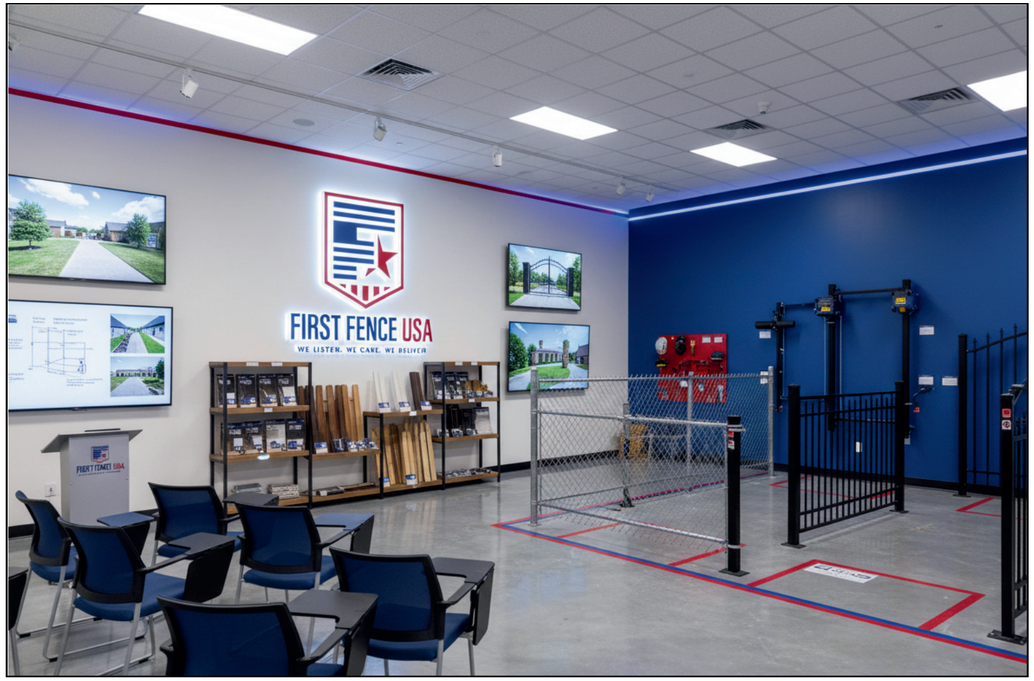
Plans & Agenda | Employment

Employment strategy with a twist...

The Fencing Problem...

Existing Talent Poole
The First Fence USA recruitment strategy will focus on sourcing talent from within the existing industry, specifically targeting a select number of managerial roles. By leveraging experienced professionals, the company aims to ensure leadership positions are filled with individuals who already understand industry dynamics and operational excellence.

New Talent Poole | Training Academy
In addition, First Fence USA plans to establish a dedicated training academy to upskill individuals from hospitality and service-oriented industries. This approach will provide the company with a competitive advantage in customer friendliness while developing fencing expertise. The academy will offer a continuous training program designed to transform local talent into skilled fencing professionals, simultaneously enhancing the capabilities of the local workforce and strengthening the company's long-term growth prospects.



Plans & Agenda | Employment

Five Year Employment Plan for Kennedale, TX Site

On Site Employment

2026 FY		2027 FY		2028 FY		2029 FY		2030 FY	
Depot Manager	(1)	Depot Manager	(1)	Depot Manager	(1)	Depot Manager	(1)	Depot Manager	(1)
Assistant Manager	(1)	Assistant Manager	(1)	Assistant Manager	(2)	Assistant Manager	(2)	Assistant Manager	(2)
Trade Counter Assistants	(3)	Trade Counter Assistants	(6)	Trade Counter Assistants	(5)	Trade Counter Assistants	(7)	Trade Counter Assistants	(8)
Yard Personals	(4)	Yard Personals	(4)	Yard Personals	(6)	Yard Personals	(8)	Yard Personals	(10)
Field Sales Representatives	(2)	Field Sales Representatives	(4)	Field Sales Representatives	(6)	Field Sales Representatives	(6)	Field Sales Representatives	(6)
Transport Coordinator	(1)	Transport Coordinator	(1)	Transport Coordinator	(2)	Transport Coordinator	(2)	Transport Coordinator	(2)
Full Time Drivers	(4)	Full Time Drivers	(7)	Full Time Drivers	(8)	Full Time Drivers	(12)	Full Time Drivers	(14)
Total	**(15)**	Production Manager	(1)	Production Manager	(1)	Production Manager	(2)	Production Manager	(2)
		Fabricator	(2)	Fabricator	(3)	Fabricator	(5)	Fabricator	(10)
		Total	**(27)**	**Total**	**(35)**	**Total**	**(45)**	**Total**	**(55)**

Off Site Employment

USA President	(1)	USA President	(1)	USA President	(1)	USA President	(1)	USA President	(1)
USA Operations Vice President	(1)	USA Operations Vice President	(1)	USA Operations Vice President	(1)	USA Operations Vice President	(1)	USA Operations Vice President	(1)
Marketing Manager	(1)	Marketing Manager	(1)	Marketing Manager	(1)	Marketing Manager	(1)	Marketing Manager	(1)
HR Manager	(1)	HR Manager	(1)	HR Manager	(1)	HR Manager	(1)	HR Manager	(1)
USA Product Researcher	(1)	USA Product Researcher	(1)	USA Product Researcher	(1)	USA Product Researcher	(1)	USA Product Researcher	(1)
USA Ecommerce Administrator	(1)	USA Ecommerce Administrator	(3)	USA Ecommerce Administrator	(3)	USA Ecommerce Administrator	(3)	USA Ecommerce Administrator	(3)
USA Drawing Engineer	(1)	USA Drawing Engineer	(1)	USA Drawing Engineer	(1)	USA Drawing Engineer	(1)	USA Drawing Engineer	(1)
Total	**(7)**	**Total**	**(9)**	**Total**	**(9)**	**Total**	**(9)**	**Total**	**(9)**

Plans & Agenda | Retail Frontage

Existing

Proposed

Scope:

"First Fence USA is set to launch the region's most dynamic, immersive, and buzz-worthy fencing showroom, a hands-on experience designed to captivate and inspire. Homeowners from Kennedale, Forest Hill, Everman, Rendon, Dalworthington Gardens, and Mansfield will be drawn in to explore bold ideas for transforming the look and feel of their properties. This flagship location will become the go-to destination and a must-see attraction for anyone passionate about exceptional fencing and gate design." *Vinny Kotecha | First Fence USA*

Proposed Internal Concept Layout for Customer Experience Showroom

Plans & Agenda | Usage & Zoning

Ref	Zone Name	Activities & Operations
1	**Trade Customer Entrance** N/A	Vehicle entry and exit operations for all vehicle sizes
2	**Customer Retail Parking / Fire Lane** Approximately 5,940 sf	Vehicle parking available for customers during opening hours.
3	**Trade Customer Exit (onto 287)** N/A	Vehicle exit operations by all vehicle types.
4	**Customer Retail Parking / Fire Lane** Approximately 660 sf	Vehicle parking available for customers during opening hours.
5	**Retail Customer Parking Lot (Entry & Exit onto 287)** Approximately 3,500 sf	Vehicle parking available for customers during opening hours.
6	**Colleague & Staff Parking Lot** Approximately 4,100 sf	Colleague parking outside and during working hours.
7	**Customer Indoor Experience Centre (Retail Showroom)** Approximately 2,900 sf	Indoor retail environment open between 7am and 6pm including weekends for customer viewing.
8	**Trade Customer Pull-Thru Loading Bays** Approximately 3,600 sf	Customer loading during opening hours of 6am to 6pm.
9	**Despatch Picking Area for Trade Customers** Approximately 7,200 sf	Customer loading during opening hours of 6am to 6pm.
10	**Inventory Offload & Checking Area** Approximately 23,700 sf	Inventory goods in deliveries to be received between the hours of 7am to 6pm Monday to Friday.
11	**Trade Customer Refreshment Zone** Approximately 1,600 sf	Open to customers during working hours.
12	**Hardware & Fittings Warehouse** Approximately 6,540 sf	Open 6am to 6pm to colleagues.
13	**Colleague & Staff Welfare Canteen & Break Room** Approximately 850 sf	Open 6am to 6pm to colleagues.
14	**Small Scale Fabrication & Machine Shop** Approximately 8,300 sf **Fabrication Bulk Material Storage** Approximately 4,900 sf	Production to include tube cutting, jig setting and light scale welding. No on site galvanising or fume generating activities aside from welding. To be operated between 8am and 6pm, Monday to Friday.
15		
16	**First Fence USA Delivery Truck Loading Zone** Approximately 2,400 sf	Truck loading zone, vehicles to be loaded 6am to 6pm to suit the needs and flexibility of customer orders.
17	**Indoor Dry Product Storage** Approximately 15,800 sf	Internal forklift activities, accessible 6am to 6pm for stock picking requirements to fulfil deliveries.
18	**Inventory Storage Yard** Approximately 88,500 sf	Forklift activities between 6am and 6pm.
19	**Zone to Remain Untouched** Approximately 50,500 sf	Zone to Remain Untouched.

Plans & Agenda | Community & Engagement in Kennedale

"When we make a promise, we keep it... not because we have to, but because it's the right thing to do."

Vinny Kotecha / First Fence USA

01 | Sports Sponsorship

First Fence USA pledges to assist two minor league sports clubs with top tier sponsorship including funded sports equipment, upkeep where needed with perimeter security and voluntary days to assist during big games.

02 | Helping Those In Need

First Fence USA will commit financially and with time to families in need including families close to the poverty line and in need of food and clothing assistance.

03 | City Events

First Fence USA will be on hand to provide and install temporary fencing and barriers for any major city events including carnivals, parades and public holiday displays.

Part 3:

Investing in Kennedale

- Revenue Projections (5 Year Forecast)
- Taxation

Investing in Kennedale | Revenue Projections

First Fence USA Revenue Projections over a five year period

Financial Period	Mar26-Feb27	Mar27-Feb28	Mar28-Feb29	Mar29-Feb30	Mar30-Feb31	TOTALS
Revenue	**FY27**	**FY28**	**FY29**	**FY30**	**FY31**	**FY27-31**
Revenue - Products	8,339,025	16,678,050	25,017,076	33,773,052	45,593,620	129,400,823
TOTAL REVENUE	**8,339,025**	**16,678,050**	**25,017,076**	**33,773,052**	**45,593,620**	**129,400,823**

Investing in Kennedale | Local Tax Contributions

First Fence USA Local Tax Contributions

Local Tax Rate	2%	2%	2%	2%	2%	Total
Local Tax Payable	**166,781**	**333,561**	**500,342**	**675,461**	**911,872**	**2,588,016**
State Tax Rate	6.25%	6.25%	6.25%	6.25%	6.25%	Total
State Tax Payable	**521,189**	**1,042,378**	**1,563,567**	**2,110,816**	**2,849,601**	**8,087,551**
Total Tax Rate	8.25%	8.25%	8.25%	8.25%	8.25%	Total
Total Tax Payable	**687,970**	**1,375,939**	**2,063,909**	**2,786,277**	**3,761,474**	**10,675,568**

In addition to the above, we will be utilising other local facilities - not limited to:

- Transportation - Deliveries of products to customers via Trucks and Vans using local businesses
- IT - Whilst we will be operating many of the existing systems from the UK, we will engage with local IT services to assist with on the ground services
- Legal & HR - again, whilst we have UK expertise, we will need local experts in both of these areas
- Maintenance & Landscaping - engagement of local services to help maintain the premises, yard and surrounding landscape

Part 4:

Our Requirements

- Time Scales
- Incentives for Investment
- Access to Employment Opportunities

Our Requirements | Time Scales

In order to achieve our financial targets and ability to meet city requirements for employment, First Fence USA will need to ensure the following timescales are met, with the support of Kennedale City:

Phase One: January 2026 to March 2026

Obtained permission to lease and operate a retail and distribution business with the basis of allowing customer collections and trade counter sales of small and large products. Must be allowed full permission to load vehicles with the ability to use large plant. All zoning rights to be in place ready for depot launch.

31st March, 2026 Depot Launch Day

Phase Two: March 2026 to January 2027

Permission to produce small and medium size fabricated articles inside the end shed, in order to produce bespoke and custom gates for customer specific orders, allowing for matching styles of fencing and gates to blend into local environment.

Our Requirements | How Can You Help?

First Fence USA plans to invest over $15m in the first year into the 429 W Kennedale depot. In return, First Fence USA would like the opportunity to explore how Kennedale City can help with the following key areas:

Incentives for Investment?

What is available to First Fence USA?
How quickly can incentives be unlocked?
What is the criteria?

Access to Employment Opportunities?

We plan to establish a dedicated training school focused on developing both manual and automation skills in access control, gate installation, and fence installation. This academy will upskill the local workforce, including customer contractors. First Fence USA is seeking support for this initiative to ensure accessible training opportunities for the entire Kennedale fencing community, and for those who aspire to become part of it.

FIRST FENCE USA

WE LISTEN. WE CARE. WE DELIVER

Thank You

Thank you for your time, we welcome any questions and look forward to the prospect of moving forward with Kennedale City

. **ORDINANCE NO. 25-794**

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING AN APPROXIMATE 8.3210 ACRE TRACT OF LAND SITUATED IN THE JACOB PRICKETT SURVEY, ABSTRACT NO. 1225, TARRANT COUNTY, TEXAS, AND BEING ALL OF LOT 5-R-1-R-1, BLOCK 2, WOODLEA ACRES ADDITION, AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS FROM "OT-4" OLD TOWN DISTRICT SUB-DISTRICT 4 TO PD – PLANNED DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property herein described and depicted in Exhibit "A" attached herein, have filed an application to rezone said property; and,

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on December 22, 2025, with respect to the proposed rezoning as described herein; and,

WHEREAS, the City Council of the City held a public hearing on January 20, 2026, with respect to the proposed rezoning as described herein; and,

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses and standards in the hereinafter described area shall be altered, changed and amended as shown and described below:

An approximate 8.3210 acre tract of land situated in the Jacob Prickett Survey, Abstract No. 1225, Tarrant County, Texas, and being all of Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas (the "Property"), as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from "OT-4" Old Town District Sub-District 4 to PD – Planned Development District, in Accordance with the City's Comprehensive Plan and specific requirements and exhibits incorporated herein.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, attached hereto as **Exhibit "B**,**"** are hereby approved and incorporated herein. The use of the Property described above shall be subject to the restrictions, terms, and conditions set forth in the Development Standards and the Concept Plan; shall conform to the permitted standards and regulations of the Unified Development Code; and shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City.

Any further amendments to the permitted standards and regulations of the standards described herein shall require public hearings and approval by the Planning and Zoning Commission and the City Council.

SECTION 4.

Development of the site shall be in conformance with a Concept Plan as depicted in **Exhibit "C**," attached hereto and incorporated herein, with substantial conformance to be determined by the Director of Community Development.

SECTION 5.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 6.

This Ordinance shall be cumulative of the Unified Development Code, as amended, all provisions of other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10.

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3. 10 of the Charter of the City.

SECTION 11.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE ON THIS ___DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Carvan E. Adkins
City Attorney

EXHIBIT A
Legal Description and Location

Legal Description:
Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition
Location Description:

1) 429 W KENNEDALE PKWY, Parcel Number 43121546
Being in total approximately 8.3210 acres along the west side of Kennedale Parkway (Bus Hwy US 287) between Cory A Edwards Dr. and Woodlea Ln.
Location Map:

EXHIBIT B

DEVELOPMENT STANDARDS

The intent of this planned development is to promote the compatible redevelopment of a site most recently utilized as a recreational vehicle and manufactured home sales and service

I. **Purpose.** This property is designed to allow a commercial/retail operation with some light manufacturing to facilitate the sale of prefabricated and custom manufactured fence products.

II. **In General.** In the event of a conflict between this ordinance and the site or concept plan the site plan shall prevail. Should a standard, regulation or requirement be unclear the Director of Development Services shall determine the appropriate standard or means of resolving said circumstance.

III. **Permitted Uses.** Land use and structures in areas designated for Commercial uses shall comply with uses permitted in the City of Kennedale Unified Development Code Article 4 for the "OT-4 Old Town District Subdistrict 4 District except as indicated in section IV below.

IV. Development and use of this site shall be in substantial conformance to a Concept or Site Plan approved by the City Council.

V. **Amended Uses Standards**

A) Article 4, Section 4.2, Table 4.2 Table under the OT -4 Column is hereby amended as follows

1. In Areas 14 and 15 as shown on the Concept Plan "Manufacturing, processing and packaging – light shall be allowed as in as an accessory use to fence and fencing components.

2. In Area 7 as shown on the Concept Plan "Manufacturing, processing and packaging – light and associate retail sales shall be allowed as a Principal use.

3. In Area 18 as shown on the Concept Plan "Outdoor storage, commercial and industrial" shall be allowed as an accessory use to a retail sales operation for fencing or finished construction materials

4. Add the Letter "P" allowing "General offices and Services -construction and building Services, indoor storage" as an allowable principal use.

VI. **Lighting** All Exterior lighting to be shielded and directed downward so

that glare and direct illumination of outside properties is prohibited.

VII. **Screening** A solid opaque screening device or fence shall be installed at a sufficient height to screen all outside storage areas from direct observation of stored materials from a height of 6' at the boundary of the property and any adjacent property.

VIII. **Drives and traffic circulation** Vehicular travel through the site shall wherever feasible be one way and all drives accessing Kennedale Parkway (US Business Hwy 287) shall be right-in/right-out only with applicable signage, markings, or physical devices installed to facilitate such movements,

IX. Hours of Operation shall be no earlier than 7AM and no later than 7 PM

EXHIBIT C

CONCEPT PLAN

WE LISTEN. WE CARE. WE DELIVER

Plans & Agenda | Usage & Zoning

Ref	Zone Name	Activities & Operations
1	**Trade Customer Entrance** N/A	Vehicle entry and exit operations for all vehicle sizes
2	**Customer Retail Parking / Fire Lane** Approximately 5,940 sf	Vehicle parking available for customers during opening hours.
3	**Trade Customer Exit (onto 287)** N/A	Vehicle exit operations by all vehicle types.
4	**Customer Retail Parking / Fire Lane** Approximately 660 sf	Vehicle parking available for customers during opening hours.
5	**Retail Customer Parking Lot (Entry & Exit onto 287)** Approximately 3,500 sf	Vehicle parking available for customers during opening hours.
6	**Colleague & Staff Parking Lot** Approximately 4,100 sf	Colleague parking outside and during working hours.
7	**Customer Indoor Experience Centre (Retail Showroom)** Approximately 2,900 sf	Indoor retail environment open between 7am and 6pm including weekends for customer viewing.
8	**Trade Customer Pull-Thru Loading Bays** Approximately 3,600 sf	Customer loading during opening hours of 6am to 6pm.
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15	**Fabrication Bulk Material Storage** Approximately 4,900 sf	
16	**First Fence USA Delivery Truck Loading Zone** Approximately 2,400 sf	Truck loading zone, vehicles to be loaded 6am to 6pm to suit the needs and flexibility of customer orders.
17	**Indoor Dry Product Storage** Approximately 15,800 sf	Internal forklift activities, accessible 6am to 6pm for stock picking requirements to fulfil deliveries.
18	**Inventory Storage Yard** Approximately 88,500 sf	Forklift activities between 6am and 6pm.
19	**Zone to Remain Untouched** Approximately 50,500 sf	Zone to Remain Untouched.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

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

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

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

SUBJECT
Updates from the City of Kennedale Mayor and City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

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

SUBJECT
Updates from the City of Kennedale City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.2.a.

SUBJECT
Texas Department of Transportation Bump Outs

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Cloverlane and Mistletoe Drive Bulb-Out Survey July 2025	Cloverlane and Mistletoe Drive Bulb-Out Survey July 2025.pdf

City of KENNEDALE Texas

OFFICE OF THE POLICE CHIEF
401 MUNICIPAL DRIVE | KENNEDALE, TX 76060
OFFICE: 817-985-2161 | CELL: 682-346-7577

July 16, 2025

To: Darrell Hull, City Manager
From: Mike Holguin, Chief of Police
Re: Traffic Concerns and Recommendations –
100 to 200 Block of Cloverlane Drive & 100 to 200 Block of Mistletoe Drive

The purpose of this memo is to provide further discussion and information regarding the changes to the 100 to 200 block of Cloverlane Drive and the 100 to 200 block of Mistletoe Drive as a result of the Safe Routes to School (SRTS) project completed in 2024. There have been community complaints specifically related to the bulb-outs, or commonly referred to as bump-outs that were installed on both of the streets discussed in this survey.

The Safe Routes to School Plan was completed in 2018 with the purpose stated below, see excerpt from the plan from page one of the final document:

The purpose of this SRTS plan is to identify measures, including both infrastructure projects and programmatic activities that will make it safer and more enjoyable for students to walk and bicycle to school from nearby neighborhoods, and from the schools to the TownCenter area. These recommended measures will serve as an action plan which, when carried out by the local project stakeholders, will encourage and enable more students to walk and bicycle to school and to nearby destinations as part of school-related activities. The local stakeholders include the City of Kennedale, the Texas Department of Transportation (TxDOT) Fort Worth District, Kennedale Independent School District (ISD), and the Delaney and Arthur school communities.

According to the plan, the project was initiated by a nomination from the City of Kennedale for Delaney Elementary and then Arthur Intermediate because, "...they had heard from neighbors on Crestview Drive about safety issues." This would later result in a *walking audit* conducted by the North Texas Council of Governments (NTCOG) and the City of Kennedale, "...to evaluate routes and existing barriers, and identify potential opportunities" according to the final report."

Exhibit 1 from the original plan below identified the project team, almost all of whom are no longer employed with the city or the school district:

Organization	Role/Responsibility	Contact
City of Kennedale	Engineering and Enforcement	Larry Hoover, Streets Superintendent E: lhoover@cityofkennedale.com P: 817-538-7375
		Tommy Williams, Police Chief, Kennedale Police Department E: twilliams@cityofkennedale.com Delvin Starling, School Resource Officer (SRO) E: starlingd@kisdtx.net, dstarling@cityofkennedale.com

James F. Delaney Elementary School	Education and Encouragement	Katina Martinez, Principal E: martinezk@kisdtx.net P: 817-563-8401
		Julie Webb, PTO President
James A. Arthur Intermediate School	Education and Encouragement	Sandi Manning, Secretary E: mannings@kisdtx.net P: 817-563-8302
Texas Department of Transportation - Fort Worth District	Engineering	Korin Adkins, Transportation Engineer E: Korin.Adkins@txdot.gov
Kennedale Independent School District	Engineering, Education, and Encouragement	Erin Jamison, Public Relations Coordinator E: jamisone@kisdtx.net

Figure 1. 2015-2016 SRTS project team

When asked about this project, Officer Delvin Starling stated that he did remember being on the committee. The only other person still employed by the City of Kennedale who may know anything about the planning and the discussions that took place regarding this project is the current City Manager, Darrell Hull, who was the Police Captain at the time.

According to meeting minutes from a SRTS Kick-Off Meeting held on March 7, 2017, the following issues were identified as concerns for students walking or riding bicycles to school:

- Cut-through traffic speeding through the school zone, especially from BUS 287.
- On-street parking reducing visibility and contributing to congestion
- Lack of sidewalks, especially on Kennedale Parkway and directly across from Arthur Intermediate
- Truck traffic from I 20 taking BUS 287 to Kennedale Parkway
- Congestion around the schools
- Arthur has limited parking, so parent parking during pick-up spills over into the residential areas.
- Drop-off occurring at the high school at the same time affects drop-off at Delaney Elementary and Arthur Intermediate
- Crossing guards could use training and are currently asked to direct traffic in addition to regular crossing guard duties
- Crossing BUS 287 is unsafe
- Speeding on Kennedale Parkway, Cloverlane, Hilltop, and Mistletoe
- Parent compliance with pickup/drop-off procedures
- Cell phone use while driving
- Parents and students not using crosswalks

Some of these concerns would be mentioned in the final report which also led to the final plan of action.

The comprehensive plan analyzed the necessary aspects of the project to finally recommend the installation of the bulb-outs as traffic calming measures to facilitate a safer vehicular and pedestrian environment around each school. These aspects included:

- School Profiles
- Current School Travel Environment (2015-2016)
- Evaluations & Opportunities
- Final Recommendations

In a comparison to traffic and pedestrian flow in the 2024-2025 school year, there are still a number of similarities regarding traffic control measures at both schools as documented in the 2015-2016 report. For instance, drop-off and pick-up locations were consistent with the study at Delaney Elementary. Cloverlane Drive operated as a two-way street and parents would park along Cloverlane Drive to drop-off and pick-up children, with the exception of a coned area used by crossing guards located in the 100 block.

On Mistletoe Drive, the ONE-WAY timeframes still exist for morning and the afternoon for drop-off and pick-up, albeit that the times for ONE-WAY traffic have been modified from the survey period timeframes:

2015-2016-

- 7:45am – 8:45am
- 3:15pm – 4:15pm

2024-2025-

- 7:00am – 9:00am
- 3:00pm – 5:00pm

Traffic cones are no longer positioned on Mistletoe as described in the referenced plan most likely as a result of the bulb-outs that deter parents from attempting to park on the street. The bulb-outs, as seen in *Figure 2*. below significantly restrict the opportunity for on street parking on either side of the street:

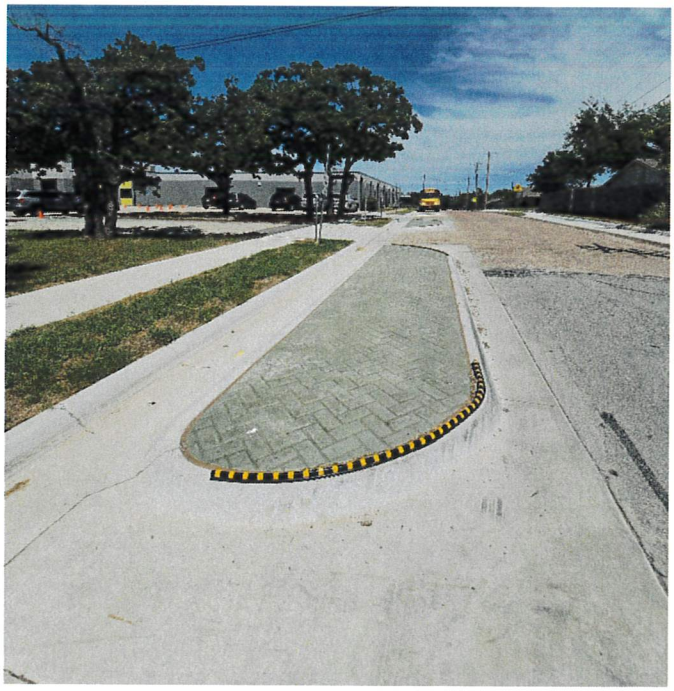

Figure 2. Bulb-out – 100 Mistletoe Drive

Assessment of Cloverlane Drive

According to the SRTS final report, Cloverlane Drive, which runs adjacent to the north side of Delaney Elementary, was one of two streets that were included as the primary focus of the program. When the report was completed in 2018, Delaney had an enrollment of over 700 students.

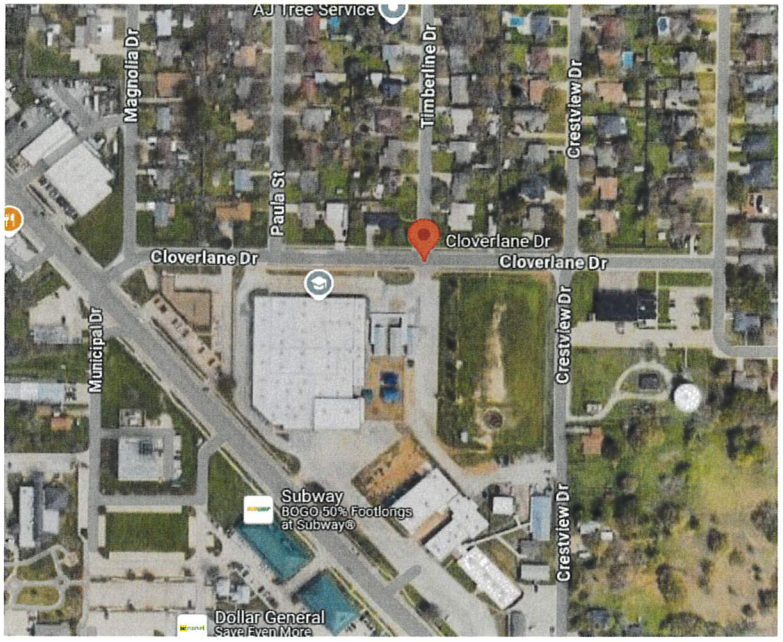

Figure 3. Cloverlane Drive – 100 to 200 block

Characteristics

Cloverlane Drive runs east and west, north of Delaney Elementary. The street is a 25-mph zone unless school is in session within the appropriate school zone timeframes. The school zone speed limit is 20-mph from 7:00am to 9:00am and 3:00pm to 5:00pm when school is in session.

Figure 4. Cloverlane Drive – From Crestview Drive west

The street is in poor condition with broken asphalt grooves in part of the roadway and a generally uneven surface:

Figure 5. Cloverlane Drive – Poor road conditions

There are 13 bulb-outs along Cloverlane Drive that extend from Reeves Drive to the first entrance into the parking area of Delaney Elementary:

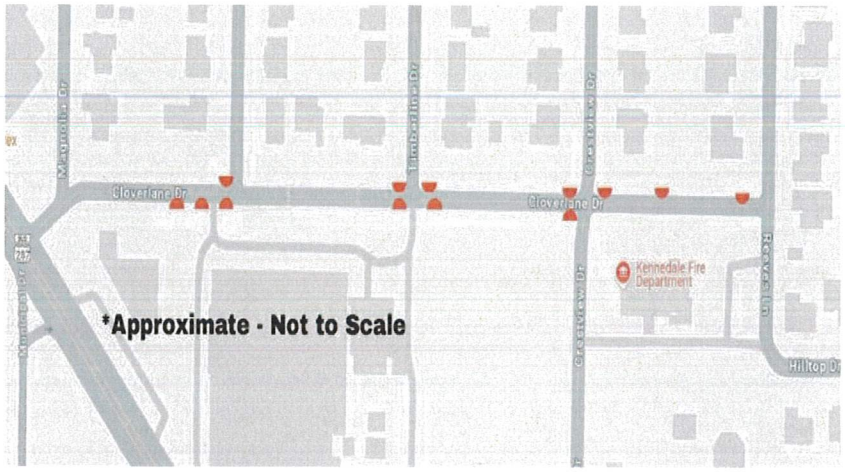

Figure 6. Cloverlane Drive – Map of current bulb-out locations

The width measured on Cloverlane Drive was 39.8 feet (rounded up to 40 feet). The measurement from bulb-out to bulb-out on Cloverlane Drive at Timberline Drive is 21.9 feet (rounded up to 22 feet). Each bulb-out is approximately 9.2 feet (rounded down to 9 feet) wide on Cloverlane Drive. The result is that when the bulb-outs mirror one another, as in the figure below, the width of the street it reduced by approximately 18 feet (measurements rounded):

Figure 7. Cloverlane Drive – Bulb-out to bulb-out width

At locations where there was not a mirror bulb-out, the 9-foot bulb-out reduced the street width to 31 feet:

Figure 8. Cloverlane Drive – Bulb-out to street width

From bulb-out to bulb-out, the width allows for full-size vehicles to be able to pass. However, there is little room in-between:

Figure 9. Cloverlane Drive – Bulb-outs with vehicles

Figure 10. Cloverlane Drive – Bulb-outs with fire truck & police car

Assessment of Mistletoe Drive

According to the SRTS final report, Mistletoe Drive, which runs adjacent to the south side of James A. Arthur Early Childhood Development Center, was the second of the two streets in the primary focus of the program. When the plan was created, Arthur was an intermediate school with an enrollment of over 400 students.

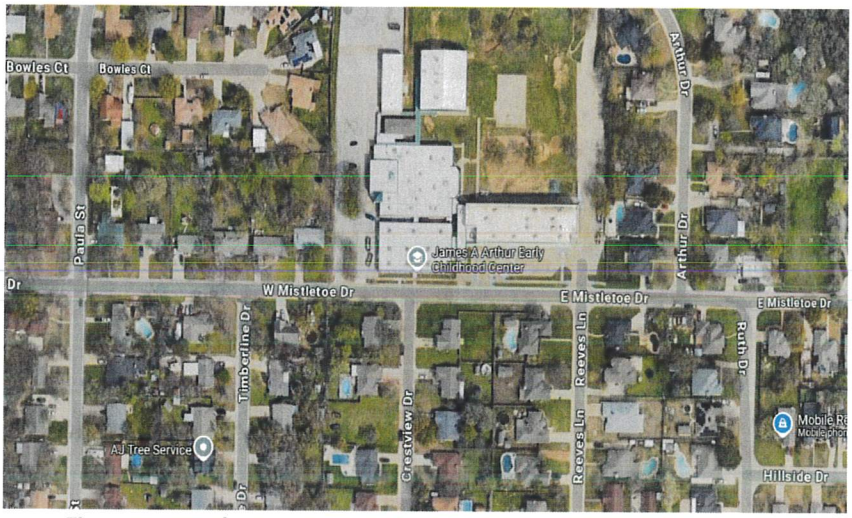

Figure 11. Mistletoe Drive – 100 to 200 block

Characteristics

Mistletoe Drive runs east and west, south of Arthur. The street is a 25-mph zone unless school is in session within the appropriate school zone timeframes. The school zone speed limit is 20-mph from 7:00am to 9:00am and 3:00pm to 5:00pm. As stated previously, Mistletoe is also a ONE-WAY street during the following timeframes, coinciding with the school zone speed limit timeframes:

- 7:00am – 9:00am
- 3:00pm – 5:00pm

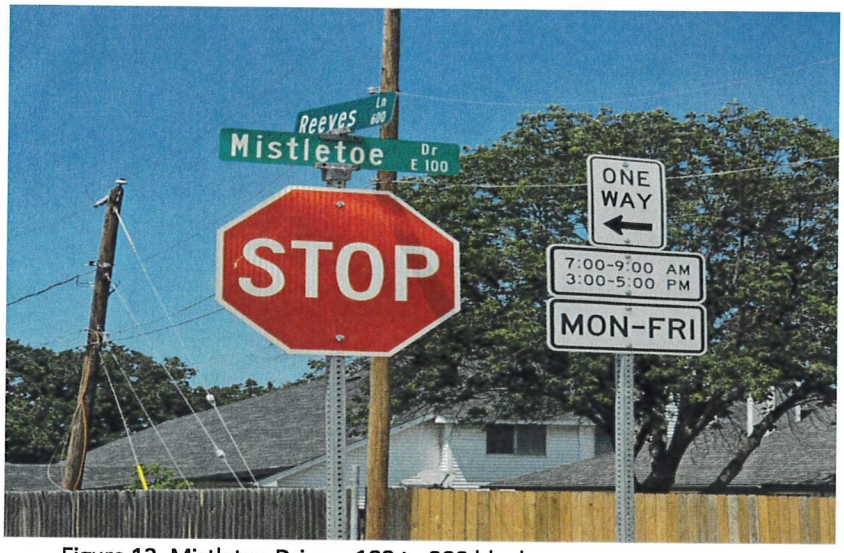

Figure 12. Mistletoe Drive – 100 to 200 block

There are seven bulb-outs located on Mistletoe Drive:

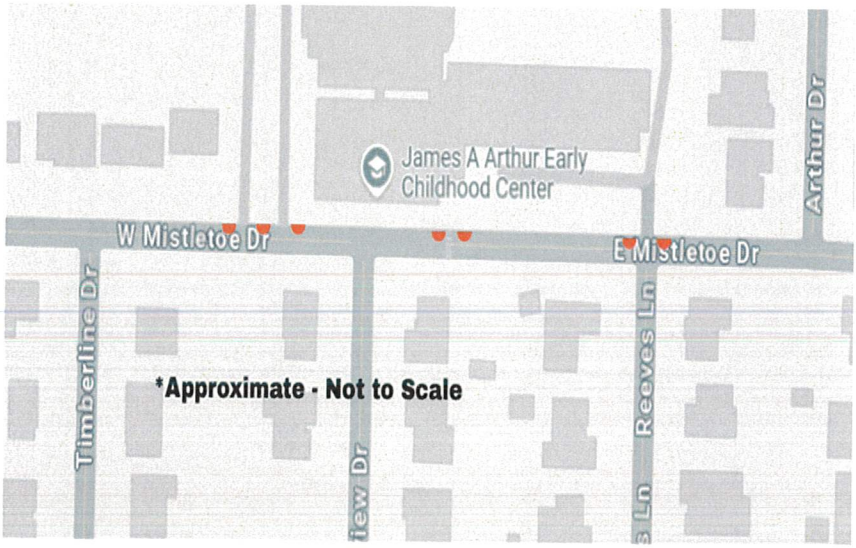

Figure 13. Mistletoe Drive – Map of current bulb-out locations

The width measured on Mistletoe Drive is 29 feet curb to curb, see figure below:

Figure 14. Mistletoe Drive – Street width, curb line to curb line

The measurement from a bulb-out to the curb on Mistletoe Drive is 20 feet. Each bulb-out is approximately 9.2 feet (rounded down to 9 feet) wide. The result is that the bulb-outs effectively reduce the street with to

20 feet as seen in the next figure:

Figure 15. Mistletoe Drive – Bulb-out to street width

From bulb-out to curb, the width allows for full-size vehicles to be able to pass. However, there is even less room in-between compared to Cloverlane Drive:

Figure 16. Mistletoe Drive – Bulb-outs with vehicles

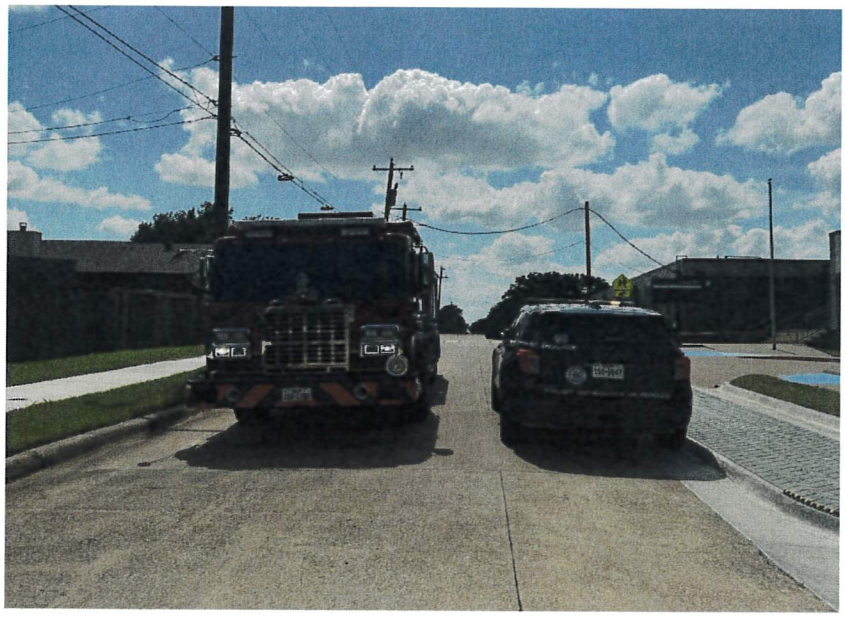

Figure 17. Mistletoe Drive – Bulb-outs with fire truck & police car

Traffic Survey Information – Cloverlane Drive & Mistletoe Drive

The Stalker Dynamics traffic counter was deployed on **Cloverlane Drive** and Timberline Drive on Wednesday, May 21, 2025. The total vehicle count for the period was 864 – 377 (closing- north/west) and 487 (away- south/east).

Figure 18. Cloverlane Drive – Stalker Dynamics counter information

The posted speed limit on Cloverlane Drive is 25 mph. The average speed recorded during the survey timeframe was 21 mph. This would coincide with the school posted speed limit of 20 mph. However, according to the data collected, 85.76% of the vehicles that drove through the survey location were under the speed limit of 25 mph throughout the entire survey period. The highest speed recorded was 29 mph, and there was a total of 158 vehicles that drove over the posted speed limit.

The breakdown for traffic speed and frequency on Cloverlane Drive is as follows:

Speed - Volume Matrix

Date Range: 2025/05/21 - 2025/05/21

Direction: Combined

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
0:00 - 0:59																		
1:00 - 1:59																		
2:00 - 2:59																		
3:00 - 3:59																		
4:00 - 4:59																		
5:00 - 5:59																		
6:00 - 6:59	1				1													
7:00 - 7:59	228	8	74	110	29	7												
8:00 - 8:59	67	1	5	23	22	14	2											
9:00 - 9:59	41	3	9	15	11		2		1									
10:00 - 10:59	39	2	7	15	10	3		1	1									
11:00 - 11:59	38	3	7	16	9	2	1											
12:00 - 12:59	40	2	5	14	11	6		1	1									
13:00 - 13:59	40	2	10	9	12	5	2											
14:00 - 14:59	54		8	26	15	3	2											
15:00 - 15:59	146	6	45	58	29	4	2	2										
16:00 - 16:59	83	1	14	28	27	8	4	1										
17:00 - 17:59	48		7	7	23	7	3	1										
18:00 - 18:59	35		4	10	9	10	2											
19:00 - 19:59	1		1															

Figure 19. Cloverlane Drive – Stalker Dynamics speed/timeframe information

The Stalker Dynamics traffic counter was deployed at 101 W. **Mistletoe Drive** on Thursday, May 22, 2025. The total vehicle count for the period was 1230 – 262 (closing- north/west) and 968 (away- south/east).

Figure 20. Mistletoe Drive – Stalker Dynamics counter information

The away vehicle count is substantially higher due to the ONE-WAY designation of Mistletoe during school drop-off and pick-up hours and school zone hours.

The posted speed limit on Mistletoe Drive is 25 mph. The average speed recorded during the survey timeframe was 24 mph. This also correlates with the school posted speed limit of 20 mph during the school zone and ONE-WAY street designation hours each day.

There were a total of 1,230 vehicles counted during this timeframe. According to the data collected, 71.54% of the vehicles that drove through the survey location were under the speed limit of 25 mph throughout the entire survey period. The highest speed recorded was 57 mph, and there was a total of 449 vehicles that

drove over the posted speed limit.

The breakdown for traffic speed and frequency on Mistletoe Drive is as follows:

Speed - Volume Matrix 2025-05-22

Date: 2025/05/22
Direction: Combined

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
0:00 - 0:59																		
1:00 - 1:59																		
2:00 - 2:59																		
3:00 - 3:59																		
4:00 - 4:59																		
5:00 - 5:59																		
6:00 - 6:59	14		1	2	7	4												
7:00 - 7:59	288	6	36	100	107	32	5	2										
8:00 - 8:59	101		12	26	38	21	2	1		1								
9:00 - 9:59	58		16	15	20	6						1						
10:00 - 10:59	70	2	7	20	35	10	3	2										
11:00 - 11:59	230	9	17	68	101	30	5											
12:00 - 12:59	136		7	46	58	23	1				1							
13:00 - 13:59	34		3	11	11	6	1	2										
14:00 - 14:59	38		5	16	9	7		1										
15:00 - 15:59	39		3	9	15	9	1	2										
16:00 - 16:59	46		1	9	22	9	4	1										
17:00 - 17:59	30		1	8	16	5												
18:00 - 18:59	52		6	15	20	8	3											
19:00 - 19:59	25		2	4	12	5	2											
20:00 - 20:59	18		4	6	7	1												
21:00 - 21:59	21		2	10	6	3												
22:00 - 22:59	16		2	4	7	3												
23:00 - 23:59	3		1			2												
Total																		

Figure 21. Mistletoe Drive – Stalker Dynamics speed/timeframe information

Traffic Enforcement Information

From January 1, 2025 to March 31, 2025, the police department has performed 8 traffic stops on Cloverlane Drive and 3 stops on Mistletoe Drive. There was also a total of 2 traffic details on Cloverlane and 6 on Mistletoe Drive conducted during the same period. There were no injury accidents reported on either street in 2024.

Discussion

The city has received traffic complaints regarding these locations, primarily on Mistletoe Drive. Most of these complaints occur during the school year. Residents in the area around Arthur Early Childhood Development Center also often complain of the traffic during drop-off and pick-up.

However, the purpose of this survey was to also address traffic concerns as a result of the addition of the bulb-outs on both Cloverlane Drive and Mistletoe Drive. A specific inquiry questioned the width of the bulb-outs as a necessity. As seen in the information provided, the bulb-outs do impact the width of the street in a manner that would force traffic flow to slow considerably on both streets; more significantly on Mistletoe Drive than on Cloverlane Drive due to the width being less, which is most likely the reason that there are only bulb-outs on one side of Mistletoe Drive versus on both sides on Cloverlane Drive. Additionally, the majority of the drivers are operating within acceptable parameters of the speed limit on both streets. The design of the bulb-outs is performing as intended by the engineers who completed the original Safe Routes to School Plan in 2018.

Conclusion & Final Recommendation

Although there have been concerns of necessity over the current effect that the bulb-outs have on traffic flow, the data currently available substantiates the original intent of the Safe Routes to School Plan. The inability to discuss the intent and purpose with anyone originally involved with the mitigating factors leading to the plans inception also creates a causal relationship to current, available data. The average speeds on both Cloverlane Drive and Mistletoe Drive are low, which can be interpreted as more cautious driving. As calming measures, the bulb-outs are an effective part of this strategy in addition to clear signage and police enforcement. The following are recommendations resulting from this survey:

- The curbs of the bulb-outs should be painted bright yellow to complement the florescent markers already located on the corners of the bulb-outs.
- Cloverlane Drive should be repaved and restriped to help with traffic control and general safety. However, this should not be completed until the fire station remodel is complete.
- Although there have not been any recorded traffic crashes and a majority of the vehicles captured on survey data already identify the current flow of ONE-WAY traffic, Mistletoe should be ONE-WAY at all times based on the width of the street and the operation of the Early Childhood Center throughout the year, not just the school year.
- Continued community and school district education regarding school zone safety.

It is noted that no amount of traffic control or additional safety measures can guarantee absolute protection or completely eliminate the concerns shared by citizens to city administration. Aside from incidences beyond their control, individual motorists have the ultimate responsibility to operate vehicles in a safe and prudent manner while abiding by traffic laws.

Respectfully Submitted,

Michael Holguin
Chief of Police

Attachments: Safe Routes to School Plan 2018

Delaney Elementary School and
Arthur Intermediate School

Kennedale, TX

Safe Routes to School Plan

2018

North Central Texas Council of Governments

City of Kennedale Texas EST. 1887 YOU'RE HERE YOUR HOME

KISD

Texas Department of Transportation

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I. Project Background

Over the past generation, student travel to school by walking and bicycling has declined dramatically across the United States: in 1969, nearly 50 percent of all children walked or biked to school, compared to 13 percent in 2009. Simultaneously, childhood obesity has more than tripled. There is a growing body of research that has linked these trends with fundamental infrastructure changes in our communities that discourage people from walking, including suburban sprawl, increasing speed and volume of motor vehicle traffic, and roads designed without consideration of pedestrian safety or comfort.

Safe Routes to School (SRTS) is a nationwide initiative dedicated to reversing these trends and encouraging more children to walk and bicycle to school. SRTS employs the "five Es" to meet these goals:

Engineering: Engineering measures include the design, construction and maintenance of physical infrastructure that can improve the safety and comfort of students walking and bicycling in and around the school campus.

Education: Educational programs as part of SRTS efforts teach students bicycle, pedestrian, and traffic safety skills, and teach drivers how to drive safely around schools and share the road.

Enforcement: These are strategies to deter the unsafe behavior of drivers, bicyclists and pedestrians, and encourage all road users to obey traffic laws and share the road.

Encouragement: Encouragement programs serve to promote walking and biking as safe and healthy forms of transportation. Encouragement strategies are intended to be fun and generate excitement and enthusiasm about walking and bicycling.

Evaluation: Evaluation of the SRTS plan is important to understanding whether the plan is being implemented, the effectiveness of the recommended projects and activities, and to identify any needed adjustments. Evaluation could measure the number of infrastructure projects constructed, the before and after shift in travel mode share (number or percent of students walking and bicycling), and whether there was a change in attitudes toward walking and bicycling.

North Central Texas Council of Governments (NCTCOG) received a Transportation Infrastructure Generating Economic Recovery (TIGER) grant in 2014 to address a number of factors related to school siting and transportation to schools. As part of that effort, NCTCOG conducted walking safety audits and developed SRTS plans for four schools in North Texas, including James F. Delaney Elementary School and James A. Arthur Intermediate School in Kennedale, TX.

The purpose of this SRTS plan is to identify measures, including both infrastructure projects and programmatic activities that will make it safer and more enjoyable for students to walk and bicycle to school from nearby neighborhoods, and from the schools to the TownCenter area. These recommended measures will serve as an action plan which, when carried out by the local project stakeholders, will encourage and enable more students to walk and bicycle to school and to nearby destinations as part of school-related activities. The local stakeholders include the City of Kennedale, the Texas Department of Transportation (TxDOT) Fort Worth District, Kennedale Independent School District (ISD), and the Delaney and Arthur school communities. The SRTS project team and implementing agencies are summarized in **Exhibit 1**.

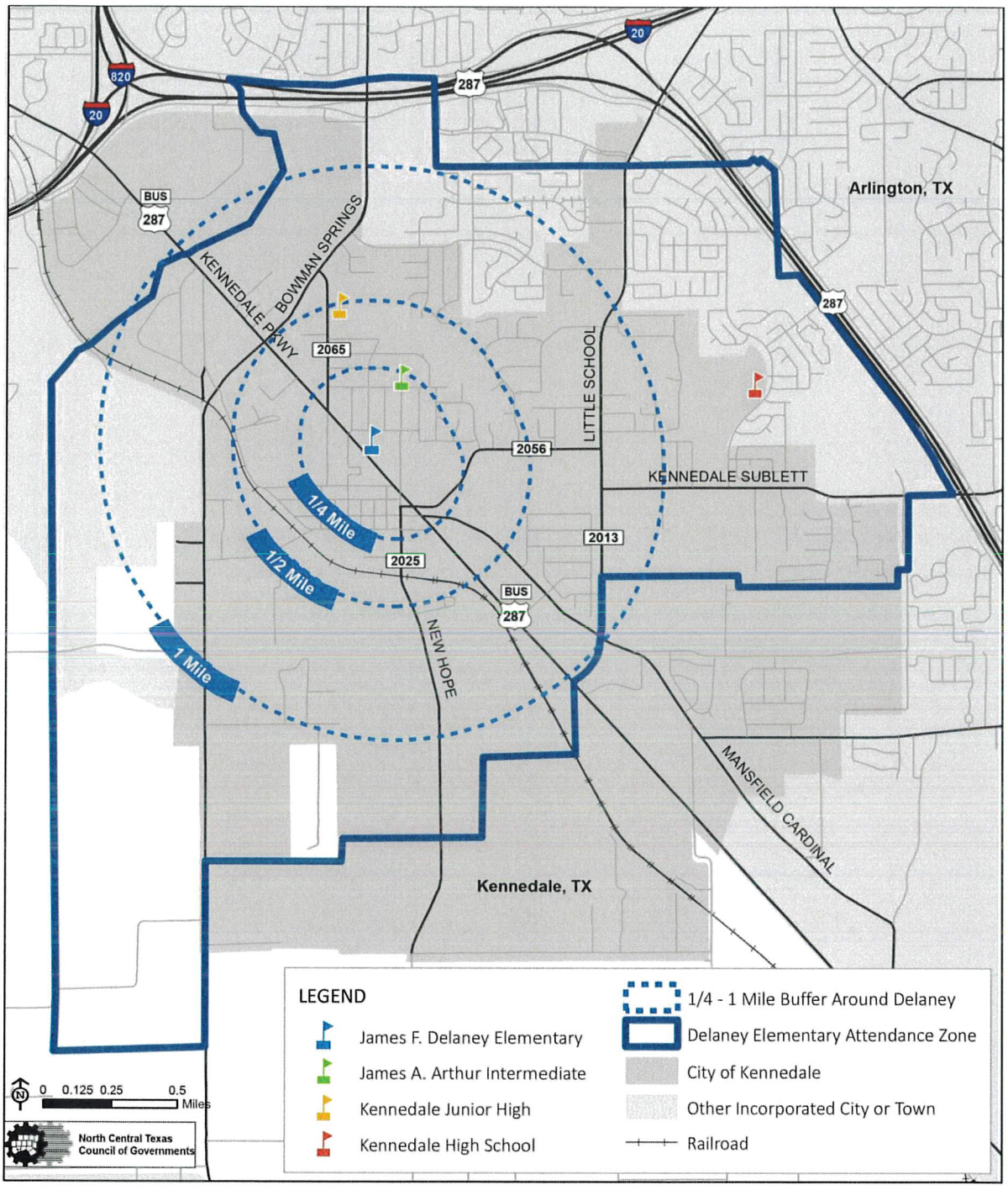
The project was initiated when staff at the City of Kennedale nominated Delaney Elementary and Arthur Intermediate for NCTCOG's technical assistance opportunity because they had heard from neighbors on Crestview Drive about safety issues. Two meetings were held in the spring of 2017 at Delaney Elementary through which a project team was assembled, consisting of staff from the City of Kennedale Police Department and Planning Department, the Principal of Delaney Elementary, a representative from Arthur Intermediate, staff from Kennedale ISD, and the Delaney Elementary Parent Teacher Organization (PTO) President. During these meetings, the major routes that students use to walk and bicycle to school were confirmed, and existing barriers that limit walking and bicycling, as well as potential opportunities, were identified.

Subsequently, a walking safety audit was conducted by NCTCOG and City of Kennedale staff to evaluate these routes and existing barriers, and identify potential opportunities. A survey was also distributed to parents at Delaney Elementary and Arthur Intermediate to assess how students currently get to and from school, and what the greatest issues are affecting parents' decision to allow their child to walk or bike. The result of these activities is a list of recommended projects and activities intended to make walking and bicycling to Delaney Elementary and Arthur Intermediate, and to destinations to the south of Kennedale Parkway (BUS 287), a safe and appealing alternative to driving. This SRTS Plan should be updated at regular intervals to reflect changes in priorities, leadership, and conditions.

EXHIBIT 1 - SRTS PROJECT TEAM AND IMPLEMENTING AGENCIES

Organization	Role/Responsibility	Contact
City of Kennedale	Engineering and Enforcement	Larry Hoover, Streets Superintendent E: lhoover@cityofkennedale.com P: 817-538-7375
		Tommy Williams, Police Chief, Kennedale Police Department E: twilliams@cityofkennedale.com
		Delvin Starling, School Resource Officer (SRO) E: starlingd@kisdtx.net, dstarling@cityofkennedale.com P: 817-422-8055
James F. Delaney Elementary School	Education and Encouragement	Katina Martinez, Principal E: martinezk@kisdtx.net P: 817-563-8401
		Julie Webb, PTO President
James A. Arthur Intermediate School	Education and Encouragement	Sandi Manning, Secretary E: mannings@kisdtx.net P: 817-563-8302
Texas Department of Transportation - Fort Worth District	Engineering	Korin Adkins, Transportation Engineer E: Korin.Adkins@txdot.gov
Kennedale Independent School District	Engineering, Education, and Encouragement	Erin Jamison, Public Relations Coordinator E: jamisone@kisdtx.net

II. School Profile



James F. Delaney Elementary and James A. Arthur Intermediate School are located in the City of Kennedale, TX and Kennedale Independent School District. Located 10 miles southeast of downtown Fort Worth, the community has been characterized as a mix of rural, small town, and suburban environments.

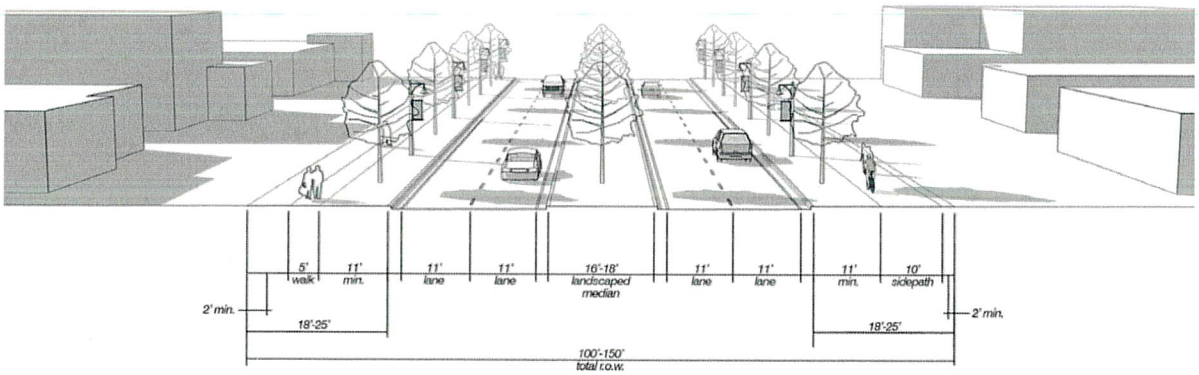
School Neighborhood

Kennedale was established in 1882 at the location of the present city park. The community had a public school by 1890 located on the site of the current administration building, next to the present-day Delaney Elementary. BUS 287 (formerly Highway 34) was constructed in 1934, following a line straight through the school district and bypassing the center of the original settlement along the railway (now Union Pacific). Most of the business activity gradually migrated away from the historic business district on Broadway Street to this roadway, now known as Kennedale Parkway.

Today, the vast majority of Kennedale's traffic is funneled to and along Kennedale Parkway (BUS 287), a four-lane principal arterial with a center double left turn lane that runs adjacent to Delaney Elementary and the Kennedale ISD Administration Building. A series of mostly two-lane roads with a rural cross section distribute this traffic to the various areas of the city.[1]

The TownCenter district identified in the Kennedale Comprehensive Plan encompasses Delaney Elementary and the Kennedale ISD offices, as well as the civic and commercial institutions on the south side of Kennedale Parkway. These include the City Hall, Library, Police Station, and TownCenter Park. The goal of this district is to provide a central place for civic activity in Kennedale. Buildings should be attached, forming a continuous street wall; be oriented toward the street; and have small or no setbacks. The Future Transportation Plan in the Comprehensive Plan identifies Kennedale Parkway as a "Parkway" classification. An example of the Parkway thoroughfare type provided in the Comprehensive Plan is shown in **Exhibit 2**.

EXHIBIT 2 - EXAMPLE OF PARKWAY THOROUGHFARE TYPE IN COMPREHENSIVE PLAN



School Demographics

Delaney Elementary School serves students in grades pre-kindergarten to fourth, while Arthur Intermediate School serves students in grades fifth and sixth. As of the 2015-2016 school year, Delaney Elementary had 713 students, and Arthur Intermediate had 431 students. The following exhibits show the percentage of students by grade, the percentage of students considered economically disadvantaged, and the ethnic distribution of students, according to the Texas Education Agency 2015-2016 School Report Cards and Texas Academic Performance Reports.

[1] Kennedale Comprehensive Plan Update. (2012, March).

EXHIBIT 3 - DELANEY ELEMENTARY STUDENT DEMOGRAPHICS (2015-2016)

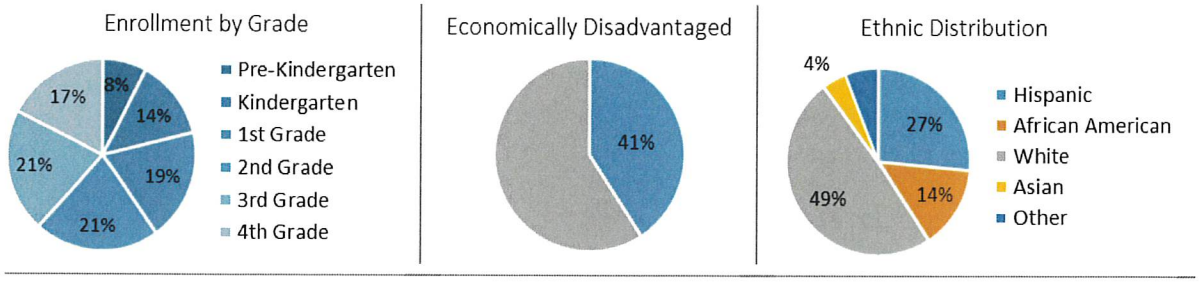
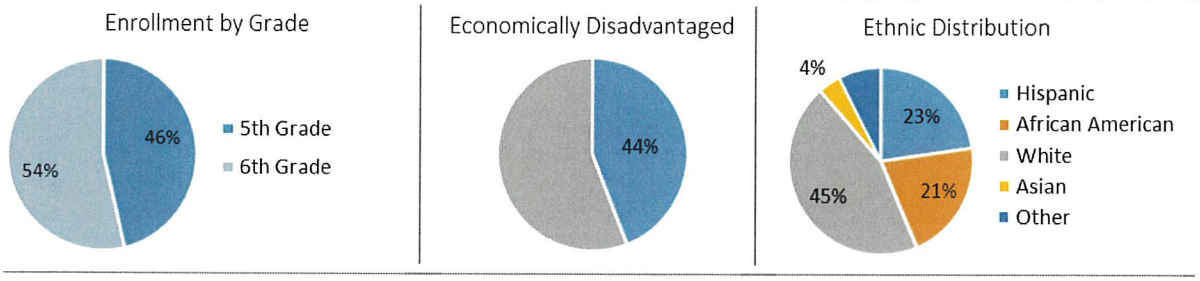


EXHIBIT 4 - ARTHUR INTERMEDIATE STUDENT DEMOGRAPHICS (2015-2016)



III. Current School Travel Environment

Student Travel Mode

As of the 2016-2017 school year, six school buses serve Delaney Elementary. The way in which students currently travel to and from school was determined through parent surveys, which were sent home with students at Delaney Elementary and Arthur Intermediate in the spring of 2017. Of those sent out, 220 surveys were returned to Delaney Elementary and 16 returned to Arthur Intermediate. In general, the vast majority of students arrive at and leave school in a school bus or private family vehicle. There is only a slight increase in walking and bicycling rates for students that live within one-quarter mile of school. The following exhibits display student mode share for both schools, as well as for Delaney students that were reported as living within one-quarter mile of school. Due to the limited sample size of Arthur Intermediate parent responses, the same analysis was not conducted for that school.

Delaney Elementary

EXHIBIT 5 - TYPICAL MODE OF ARRIVAL AND DEPARTURE - ALL STUDENTS

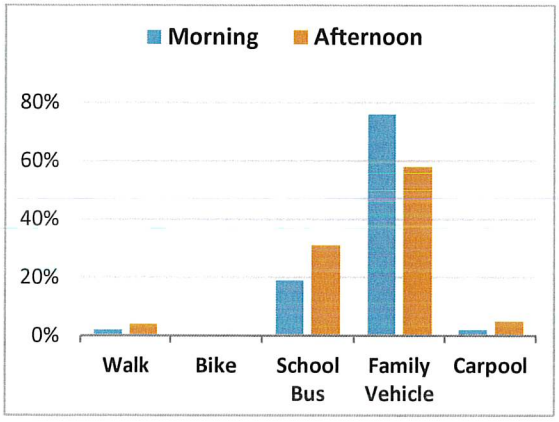
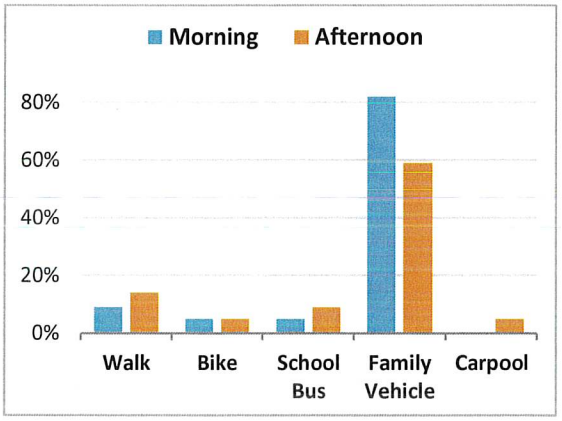
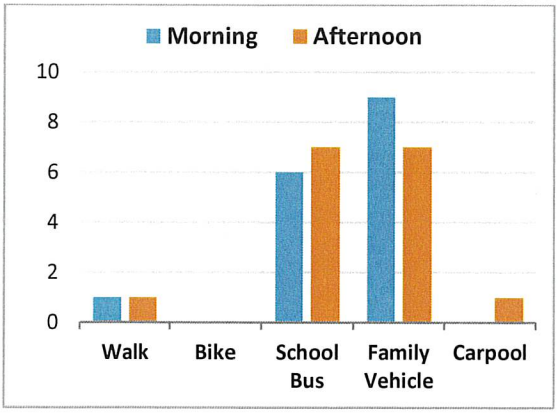


EXHIBIT 6 - TYPICAL MODE OF ARRIVAL AND DEPARTURE - STUDENTS WITHIN ¼ MILE OF SCHOOL



Arthur Intermediate

EXHIBIT 7 - TYPICAL MODE OF ARTHUR INT. SCHOOL ARRIVAL AND DEPARTURE



School Hours

Delaney Elementary

Delaney Elementary opens at 7:30 am, the first bell rings at 7:55 am and students must be in their classrooms by 8:10 am. Students are dismissed at 3:30 pm, and afternoon activities such as ACE and Chess Club end between 4:15 and 5:30 pm.

Pre-K Annex

The Pre-K Annex next to Delaney Elementary has two sessions: a morning session that goes from 8:00 to 11:30 am, and an afternoon session from 12:00 to 3:30 pm.

Arthur Intermediate School

The morning bell for Arthur Intermediate is at 8:15 am, but students may start arriving as early as 7:30 am for breakfast. Students are dismissed at 3:45 pm.

Drop-off and Pick-up Procedures

Delaney Elementary

The following drop-off and pick-up procedures were taken from the James F. Delaney 2016-2017 Procedural Manual, and may be subject to change.

Morning Drop-Off:

In the morning, all cars and buses entering the Delaney Elementary campus to drop off students must enter on the Kennedale Parkway side of the building. Buses are the only vehicles that are allowed to drop off students at the gym doors facing Kennedale Parkway. All other cars must drop off students at the following doors, depending on the time of arrival:

- Before 7:45 am: Door 4 (north door) only.
- From 7:45 - 8 am: Door 2 (west) or Door 4 (north), or parents have the option of parking in the lot on the south side of the school and walking up to Door 1 (south) with their child.
- After 8 am: Door 1 (south) only.

See **Exhibit 8** on page 9 for a map of the door locations.

Afternoon Pick-Up:

During afternoon dismissal time, the eastern "entrance only" school driveway on Kennedale Parkway is blocked off with cones and cars must enter through the western driveways located in front of the Kennedale ISD administration building. The purpose of the pick-up procedure is to get as many cars in the pick-up line off of Kennedale Parkway as possible. The afternoon dismissal and pick-up procedure is as follows:

- All third and fourth grade students, along with younger siblings, are to be picked up on the Door 2 (west) side of the building.
- All kindergarten, first and second grade students are to be picked up on the Door 4 (north) side of the building, which faces Cloverlane.
- Parents that wish to walk up to the school to collect students may use Door 5 (east) only, which faces the side parking lot and football field. Parents may park in the side parking lot or on Cloverlane Drive for walk-up dismissal.

- All students that walk home exit from Door 3, are escorted to the crosswalk on Cloverlane, and assisted with crossing by the school crossing guards.
- School buses pick up students on the east side of the school building, to the north of the pre-kindergarten annex.

Exhibit 8 provides a visualization of the pick-up procedure for Delaney Elementary.

Pre-Kindergarten Annex

Pre-kindergarten students may be dropped off at the pre-kindergarten annex door on the north side of the building.

Arthur Intermediate

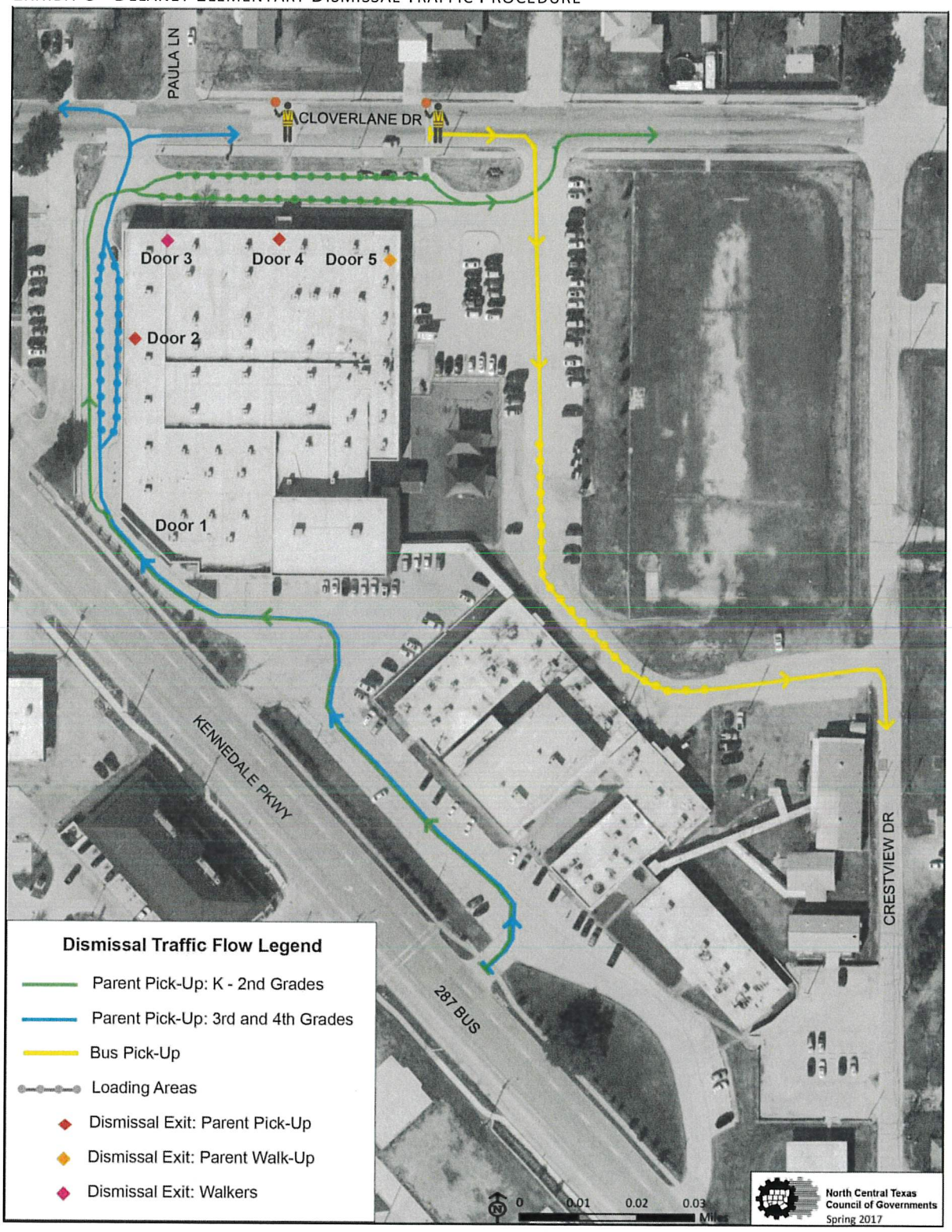
Mistletoe is one-way westbound during arrival and dismissal times (7:45 - 8:45 am and 3:15 - 4:15 pm). The entrance for students arriving at and leaving school is the front door facing Mistletoe. In the interest of student and faculty safety, the school parking lots are not to be used for parents or daily traffic patterns. The parking lot on the west side of the school is to be used for bus drop-off and pick-up only, and is one-way going north.

In the afternoon, cones are set out to prevent parents from parking adjacent to the front doors on Mistletoe, from using the parking lot/driveway on Mistletoe, and to improve visibility at the intersection of Mistletoe and Crestview.

Crossing Guards

For Delaney Elementary, two school custodians serve as the crossing guards at the two mid-block crosswalks on Cloverlane. For Arthur Intermediate, no crossing guards were observed in the morning, but two were observed on Mistletoe for the afternoon dismissal.

EXHIBIT 8 - DELANEY ELEMENTARY DISMISSAL TRAFFIC PROCEDURE



IV. Evaluating Issues and Opportunities

Existing issues and opportunities were identified through (1) a survey of parents at Delaney Elementary and Arthur Intermediate, (2) meetings with school and community stakeholders, (3) a questionnaire filled out by the principal of Delaney Elementary, (4) an analysis of crash data and traffic counts, and (5) a walking safety audit. The following sections detail the findings of each of these activities, and summarize the key issues and opportunities.

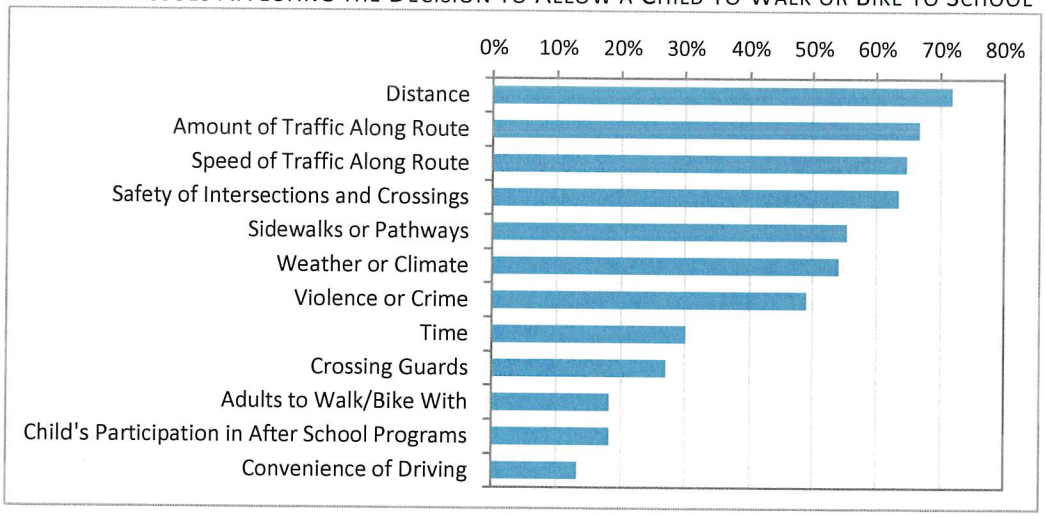
Parent Survey Results

In addition to identifying current student travel mode, another goal of the parent surveys was to identify the major issues that affect parents' decision to allow their child to walk or bicycle to/from school. Due to the proximity of the two schools, and the limited number of parent surveys received from Arthur Intermediate, the issues for both schools were evaluated together. A summary of the percentage of respondents that selected an issue is shown in **Exhibit 9**.

The top issues affecting the decision of parents to allow their child to walk or bike to/from school were as follows (number of respondents, N=159; multiple choices were allowed):

1. Distance (72%)
2. Amount of Traffic along Route (67%)
3. Speed of Traffic along Route (65%)
4. Safety of Intersections and Crossings (64%)
5. Sidewalks or Pathways (55%)
6. Weather or Climate (54%)

EXHIBIT 9 - ISSUES AFFECTING THE DECISION TO ALLOW A CHILD TO WALK OR BIKE TO SCHOOL



Additional issues were identified or expanded upon in the comments section of the parent survey. A list of all of the comments can be found in **Appendix B**. Below is a sample of the most commonly expressed comments:

- *If we lived closer to the schools both our children would walk to and from school.*

- *There is way too much traffic in our neighborhood and even though we have asked for speed bumps nothing happens. People drive WAY too fast in surrounding neighborhood --> Hillside Dr.*
- *My children would walk if there were crossing guards at the major intersections.*
- *Intersections in the area are far too dangerous. Stop signs and speed limits are not enforced.*
- *My main concern is the lack of sidewalks near our neighborhood - if my child had a buddy to walk with - or enough sidewalk room for a stroller so I could walk with, then I would allow it.*
- *Kennedale needs sidewalks especially in school zones.*
- *Walkers should be released daily BEFORE car line. The kids should be allowed to reach a safe distance away from the school before all the cars in the first line are released. There are some days that I see the second line of car riders released before the walkers are even out the door. Major safety concern.*
- *The reasons my child doesn't walk home from school is safety. Drivers are not cautious. My #1 concern is abduction.*

Current Community Concerns

The school community's concerns related to walking and bicycling around Delaney Elementary and Arthur Intermediate were identified through a questionnaire given to the principal of Delaney Elementary, and during two meetings that were held at Delaney Elementary on February 10 and March 7, 2017. The school questionnaire asked school administrative staff to describe any traffic safety concerns in the school vicinity that are a concern for student walkers, the frequency that they hear of the concern and from whom.

Through the questionnaire, two locations that parents and staff frequently express concern about to the school principal were identified: (1) anywhere on Kennedale Parkway, and (2) anywhere on Cloverlane Drive. Also in the questionnaire, the principal was asked to identify any destinations near the school that teachers are interested in taking students to. The principal identified the following destinations: TownCenter Park, library, and police station.

The following issues were determined during the two school meetings:

- City staff nominated the schools for the technical assistance because neighbors had complained about safety issues on Paula Street and traffic speeds in the neighborhood in general from Arthur to Hillside.
- On-street parking reduces visibility and contributes to congestion.
- There is a lack of sidewalks, especially on Kennedale Parkway (BUS 287) and across from Arthur Intermediate.
- Arthur has limited parking, so parent parking during pick-up time spills into residential areas.
- Last year a custodian performing crossing guard duties on Cloverlane was struck by a car. Crossing guards could use training and are currently asked to direct traffic in addition to regular crossing guard duties.
- Speeding on Kennedale Parkway, Cloverlane, Hilltop, and Mistletoe is a problem.
- Parent compliance with pickup/drop-off procedures is spotty.
- Cell phone use while driving occurs.
- Parents and some students do not use the crosswalks.
- The crossing of Kennedale Parkway is considered unsafe. Teachers take students on walking field trips across Kennedale Parkway to the library or park, and would also like to access the shops for lunch.
- There is a major safety issue where Reeves Lane turns into Hilltop Drive, and with speeding on Hilltop Drive.

Crash Data and Traffic Counts

Based on crash data from 2009 to 2014 provided by the Texas Department of Transportation, there were no bicycle or pedestrian crashes in the project area, and only four vehicular crashes: two on Reeves Lane at Cloverlane and Hilltop, one mid-block on Kennedale Parkway in front of Delaney Elementary, and one on Crestview to the north of Kennedale Parkway. In 2016 and 2017, the City of Kennedale conducted traffic counts on Kennedale Parkway, Cloverlane Drive, and Crestview Drive. All three roadways were found to have relatively low traffic volumes and ample capacity. These traffic counts, as well as the locations of the vehicular crashes and other existing traffic conditions can be found in **Exhibit 10**.

EXHIBIT 10 - EXISTING TRAFFIC CONDITIONS

Walking Safety Audit

Overview and Route

A walking safety audit was conducted by staff from NCTCOG and the City of Kennedale on April 12, 2017 during arrival and dismissal times, with the purpose of identifying barriers and opportunities for walking and bicycling to Delaney Elementary and Arthur Intermediate, and from the schools to Kennedale TownCenter. Maps of the safety audit walking routes and observation locations can be found in **Appendix C**, and the audit tool (checklist) in **Appendix D**.

Key Observations

Delaney Elementary:

- In the morning, 10 student pedestrians, one student bicyclist, and four other pedestrians were observed on Cloverlane. In the afternoon, 30 student pedestrians, one student bicyclist, and 29 other pedestrians were observed on Cloverlane. Additionally, two students and two other pedestrians were observed crossing mid-block on Kennedale Parkway toward Chicken Express.
- Parents park too close to crosswalks and intersections, thereby limiting pedestrian visibility. Turning movement conflicts cause safety issues on Cloverlane Drive in front of Delaney Elementary and at the intersection of Cloverlane, Timberline, and the school driveway.
- A crossing guard/custodian stood at the Cloverlane/ Timberline/school driveway intersection to direct traffic and assist with crossing.
- The crossing guards/custodians left to go back inside before drop-off and pick-up had ended and when students were still crossing the street.
- Students were not observed using the eastern school crosswalk, only the one in front of the entrance. Most of the parents that walk up to pick up their kids did not cross at the eastern school crosswalk, and instead usually crossed at the Cloverlane/Timberline intersection.
- The curb on the south side of Cloverlane in front of the school driveway is painted red for No Parking, but parent loading still occurred there.
- There is a lack of pedestrian access to the school building from Kennedale Parkway, and many vehicular conflicts occur at the western school driveway on Kennedale Parkway.

Arthur Intermediate:

- The only sidewalks around Arthur Intermediate are adjacent to the school on Mistletoe.
- In the morning, very few students were observed using the crosswalk to cross Mistletoe, and instead most chose to cross Mistletoe at Crestview or Reeves. The same occurred in the afternoon.
- Many parents were observed parking on or very close to the school crosswalk and intersections, limiting visibility of students walking and other vehicles.
- Related to the one-way direction of traffic on Mistletoe during school arrival and dismissal times, it was unclear where the one-way direction started (particularly at Reeves and Mistletoe), some of the signs were obscured by overgrown vegetation, and some drivers were observed going against the one-way traffic.
- There is a lack of signage at the driveway entrances on the north side of the school to indicate exit only, bus only, etc. A crossing guard assisting with bus drop-off reported that some drivers speed through the bus loading area on the west side of the school going the wrong way, or try to pass the buses.

Other:

- In both the morning and afternoon, cones are set out on Cloverlane to prevent parents from parking on or too close to the crosswalks.
- Speeding was observed on Cloverlane and Mistletoe.
- There are no sidewalks on any of the streets between the two schools. Many of the driveways are blocked by parked vehicles, forcing pedestrians to walk out in the street. Observers saw several students—both pedestrians and bicyclists—nearly get hit by cars.
- To get from Delaney Elementary to TownCenter across Kennedale Parkway, students and staff would currently have to walk an additional 0.3 miles to cross at the nearest signalized intersection at Crestview/New Hope Road.
- The bicycle rack on the north side of Delaney Elementary, when occupied by a bicycle, partially obstructs the sidewalk.
- Many parents were observed talking on their cell phones while driving.
- Before the schools were dismissed, at least a half dozen high school students were dropped off by a school bus at the intersection of Cloverlane and Crestview, and were observed walking north on Crestview.
- Signage: All of the school crossing signs and most of the school speed limit signs have not been updated to the bright yellow-green standard in the current MUTCD, which has been shown to improve driver awareness and the safety of pedestrians crossing the street.

- At both school campuses, there is a need for improved ADA accessibility (curb ramps) between the school entrances and the crosswalks.
- Frequent high-speed turns at the intersection of Reeves and Cloverlane were observed.
- There is a significant vehicular safety issue where Reeves Lane curves east and becomes Hilltop Drive. This in turn impacts pedestrian safety: drivers take the turn too quickly, or make sharp turns into the other lane and oncoming traffic. Cars parked on Hilltop near the turn force drivers to go around them at an unsafe spot. Several near head-on collisions were observed.

Vehicle making a three-point U-turn nearly backs into a student bicycling in the street.

Key Issues and Opportunities

Based on the findings from the parent surveys, school questionnaire, project team meetings, crash data and traffic count assessment, and the walking safety audit, the following seven key issues were identified as impacting students' ability to safely and comfortably walk and bicycle to Delaney Elementary and Arthur Intermediate, and the community destinations around Delaney Elementary.

1. Amount and Speed of Traffic Around the Schools

- Amount of traffic along route and speed of traffic along route were identified as issues by 67 percent and 65 percent of parent survey respondents, respectively.
- City staff had nominated the schools for the technical assistance opportunity after receiving complaints from neighbors regarding safety issues on Paula Street and traffic speeds in the neighborhood in general from Arthur to Hillside.
- Speeding on Kennedale Parkway, Cloverlane, Hilltop, and Mistletoe was reported by the school community to be a problem.

2. Safety of Intersections and Crossings

2a. Intersection and Crossing Safety in General:

- Sixty-four percent of parents identified the Safety of Intersections and Crossings as an issue impacting their decision to allow their child to walk or bike to school.
- At meetings it was reported that on-street parking reduces visibility and contributes to congestion.
- During the safety audit, several issues and opportunities impacting crossing safety were identified, including vehicles parking too close to crosswalks and intersections, the lack of high visibility crosswalks, and crossing signs that could be updated to current MUTCD standards to improve motorist awareness.

2b. School Crosswalks on Cloverlane:

- Last year a crossing guard/custodian was struck by a car.
- The school puts out cones on Cloverlane to prevent parents from parking in No Parking areas and too close to crosswalks. Despite the cones and the curb painted red for No Parking, parent drop-off was still observed on the south side of Cloverlane.
- Students were not observed using the eastern school crosswalk, only the one in front of the school entrance. Most of the parents that walk up to pick up their kids did not cross at the eastern crosswalk, and instead usually crossed in the middle of the Cloverlane/Timberline intersection.
- In the afternoon, one of the crossing guards stands at the intersection of Cloverlane, Timberline, and the school driveway to assist with crossing and direct traffic.

2c. School Crosswalk on Mistletoe:

- Most students chose to cross Mistletoe at Crestview or Reeves, instead of at the crosswalk.
- The school puts out cones at the intersection of Mistletoe and Crestview to prevent parents from parking too close to the intersection and blocking visibility.

2d. Kennedale Parkway – Mid-Block Crossing Between Delaney Elementary and TownCenter:

- Crossing Kennedale Parkway near the entrance to Delaney Elementary was identified as unsafe during the school meetings. Teachers take students on walking field trips across Kennedale Parkway to the library, park, and police station, and would like to access the shops in TownCenter for lunch.
- Students and staff currently have to walk an additional 0.3 miles to cross at the nearest signalized intersection at Crestview/New Hope Road.

2e. Intersections of Reeves with Cloverlane and Hilltop:

- During the school meetings, a major safety issue was identified where Reeves Lane turns into Hilltop Drive. The principal requested that NCTCOG and City staff focus on this area during the safety audit.
- Between 2009 and 2014, there were two TxDOT-reportable vehicular crashes on Reeves Lane—one at Cloverlane Drive and the other at Hilltop Drive.
- Frequent high-speed turns were observed at the intersection of Reeves and Cloverlane.
- During the safety audit, a significant vehicular safety issue was identified where Reeves Lane curves east and becomes Hilltop Drive: drivers take the turn too quickly, or make sharp turns into the other lane/oncoming traffic. Cars parked near the turn on Hilltop force drivers to go around them at a dangerous spot. Several near head-on collisions were observed. These issues in turn impact the safety of pedestrians walking in this area.

3. Along the Route to School: Sidewalks and Weather

- Sidewalks or Pathways were identified as an issue by 55 percent of the parent survey respondents.
- Thirty-eight parents said that they would allow their child to walk or bike to school if there were sidewalks.
- Weather or Climate was identified as an issue by 54 percent of parent survey respondents.
- It was noted during the school meetings that there is a lack of sidewalks, especially on Kennedale Parkway and across from Arthur Intermediate.
- There are no sidewalks on the streets between the two schools except those adjacent to Arthur Intermediate on Mistletoe and on Cloverlane Drive between Paula Street and Crestview Drive.
- Many residential driveways are blocked by parked vehicles, forcing pedestrians to walk in the street.
- Safety audit observers saw several students nearly get hit by vehicles.

4. Campus Sidewalks and Drop-Off/Pick-Up Procedures

- A parent survey respondent reported that cars in the Delaney pick-up line are sometimes released before all students have been safely escorted to the crosswalk.
- School administrators reported that parent compliance with drop-off/pick-up procedures is not as high as they would like.
- There is a lack of pedestrian access to Delaney Elementary entrance from Kennedale Parkway.
- In the morning, many vehicular and pedestrian conflicts were observed at Delaney's western school driveway on Kennedale Parkway, including cars entering, exiting, parking, backing up, and parents walking students across the parking lot. This driveway is blocked off by cones in the afternoon.
- It is unclear where the one-way direction on Cloverlane starts (particularly at Reeves and Mistletoe), some of the One Way signs were obscured by overgrown vegetation, and some drivers were observed going against the one-way traffic.
- There is a lack of signage at the driveway entrances on the north side of the Arthur Intermediate campus to indicate exit only, bus only, etc.

5. Distance

Distance was identified as the greatest issue impacting parents' decision to allow their child to walk or bicycle to school.

6. Personal Safety and Crime

Forty-nine percent of parent survey respondents identified Violence or Crime as an issue impacting their decision to allow their child to walk or bike to school.

V. Recommendations

The following recommendations are divided into the five Es of SRTS—Engineering, Education, Enforcement, Encouragement, and Evaluation—and are intended to address the key issues identified in the previous section as the primary obstacles to enabling and encouraging more students to safely walk and bicycle to school.

Engineering

Engineering measures include the design, construction and maintenance of physical infrastructure that can improve the safety and comfort of students walking and bicycling in and around the school campus. Descriptions and images of these improvement types that are recommended in this plan can be found in **Appendix E**.

City of Kennedale:

1. Sidewalks: Construct sidewalks on Cloverlane, Mistletoe, Paula, Timberline, Crestview, and Reeves (see **Exhibit 11** on page 22 for specific locations). Sidewalks are only proposed for one side of the street on Paula, Timberline, Crestview, and Reeves due to the relatively low traffic volumes on the streets (which allows for more opportunities for pedestrians to cross the street to get to the sidewalk), the additional costs of installing sidewalks on both sides of the street, and the available right-of-way based on a preliminary assessment using county parcel data. More detailed design and engineering, as well as resident input, is needed to finalize this proposal.
2. Crosswalks: Stripe seven high visibility crosswalks and nine conventional "transverse" crosswalks on Cloverlane and Mistletoe to direct pedestrians to the appropriate location to cross the street, and improve motorist awareness that pedestrians may be crossing at those locations (see **Exhibit 11** on page 22 for specific locations).
3. Curb Extensions: Construct curb extensions (also known as "bulb-outs") on Cloverlane and Mistletoe to reduce the distance for students and parents crossing the street, and prevent parents from parking too close to crosswalks and intersections. See **Exhibit 11** on page 22 for specific locations, and **Exhibit 12** for an illustration of what the improvements to Cloverlane would look like.
4. NO PARKING Signs: Install No Parking signs on Paula, Timberline, Crestview and Reeves to deter parents and other motorists from parking too close to the intersections of those streets with Cloverlane and Mistletoe, thereby improving the visibility of pedestrians crossing at these locations.[2]
5. Stop Signs: Install a stop sign for vehicles leaving the Delaney Elementary school driveway at Cloverlane and Timberline; all-way stop signs at Cloverlane and Reeves; and a stop sign for vehicles turning right onto Reeves from Hilltop.
    a. *Stop sign at school driveway*: Currently, the only stop sign at Cloverlane and Timberline/the school driveway is for vehicles on Timberline; therefore, it is unclear whether vehicles on Cloverlane or in the school driveway have the right-of-way. Furthermore, most parents that walk to pick up their child cross at various locations in and around the Cloverlane/Timberline intersection. As a result, a crossing guard often moves from the eastern school crosswalk to this intersection to help with crossing and direct traffic. By installing a stop sign for the school driveway as well as marked

[2] This recommendation would also reinforce Texas Transportation Code - TRANSP § 545.302, which states that drivers may not stand or park their vehicle within 15 feet of a fire hydrant, within 20 feet of a crosswalk at an intersection, and within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway.

crosswalks at this intersection, the crossing guard should no longer need to direct traffic, and the safety of parents and students already crossing at this location would be improved.

b. *All-way stop signs at Cloverlane and Reeves*: Currently, only the vehicles on Cloverlane are required to stop. The intent of installing all-way stop signs here is to slow traffic on Reeves, and slow the speed at which vehicles make turns at this intersection.

c. *Stop sign for Hilltop at Reeves*: The intent of this recommendation is to slow traffic on Hilltop and the rate at which vehicles make right turns onto Reeves, thereby calming traffic and helping to prevent head-on collisions.

6. Reeves and Hilltop Curve Safety Improvements**:** In addition to a stop sign, it is recommended that centerline striping be installed at the blind curve where Reeves turns into Hilltop, as well as a blind curve warning sign on Reeves, and a No Parking sign on Hilltop. These improvements are intended to discourage high-speed turns, and help prevent potential head-on collisions caused by vehicles encroaching into the oncoming traffic lane as they make the turn.

7. School Crossing and Speed Limit Signs**:**

   a. Update school crossing signs and school speed limits sign to be MUTCD compliant (bright yellow/green).

   b. Reverse the direction that the existing school crossing sign located on the south side of Mistletoe between Reeves and Crestview faces (currently faces west), so that the school crossing signs on both sides of the street are facing the direction of one-way traffic.

   c. When the new high-visibility crosswalk is installed at the intersection of Cloverlane and Timberline, move the existing crossing signs at the eastern mid-block crosswalk to that location.

8. One Way Signs Along Mistletoe**:**

   a. To improve visibility of the signs and compliance with the one way traffic during school arrival and dismissal, relocate the existing One Way, No Left Turn, and No Right Turn signs at the intersections of Mistletoe and Paula, Timberline, and Crestview to the near right corner of the intersection facing traffic, next to the stop sign, per Section 2B.40 of the Texas MUTCD (2012). If sufficient funds should be made available in the future, install secondary signs on the far left side of the intersection.

   b. Install a new One Way sign next to the stop sign at the intersection of Mistletoe and Reeves.

   c. Move the existing Do Not Enter signs on Mistletoe east of the intersection with Paula closer to that intersection to improve visibility.

City of Kennedale and TxDOT:

9. Conduct a study for the installation of a mid-block crosswalk and pedestrian hybrid beacon on Kennedale Parkway between Cloverlane Drive and Crestview Drive/New Hope Road.

10. If found to be warranted, install a pedestrian hybrid beacon with a high-visibility crosswalk and pedestrian refuge island mid-block on Kennedale Parkway (see **Exhibit 11** on page 22 for a possible location).

TxDOT:

11. Install temporary speed feedback displays next to the school speed limit signs on Kennedale Parkway, programmed to be active only during the school zone hours.
12. Conduct a feasibility study to replace the two-way left-turn lane on Kennedale Parkway between Cloverlane Drive and Crestview Drive/New Hope Road with a raised median. The raised median would provide a refuge for pedestrians crossing the street, as well as prevent vehicles from turning left at undesirable locations.

Kennedale ISD:

13. Traffic Control Signage:
    a. Install a Do Not Enter sign at the most north/western driveway to Delaney Elementary on Kennedale Parkway to help reduce vehicular-vehicular and vehicular-pedestrian conflicts in the parking lot on the south side of Delaney Elementary.
    b. Install a Do Not Enter sign at the northwestern school driveway to Arthur Intermediate off of Arthur Drive to reduce conflicts in the bus loading zone and make it clearer that the parking lot on the west side of the school is one way going north.
14. Install ADA curb ramps at the existing crosswalks on the Delaney Elementary School campus, parallel to Cloverlane.
15. Construct a sidewalk on the south side of Delaney Elementary to connect the school entrance to the existing sidewalks on Kennedale Parkway.

City of Kennedale, Kennedale ISD, and Delaney Elementary:

16. Plant trees on or adjacent to school property on Cloverlane and Crestview to calm traffic, remind parents and other motorists that this is a residential/elementary school setting, improve air quality, and reduce the heating effect caused by impermeable surfaces around the school. The planting of trees would help to address the issue of "Weather or Climate" that was identified as a deterrent to walking and bicycling to school by 54 percent of the parent survey respondents.

EXHIBIT 11 - RECOMMENDED IMPROVEMENTS

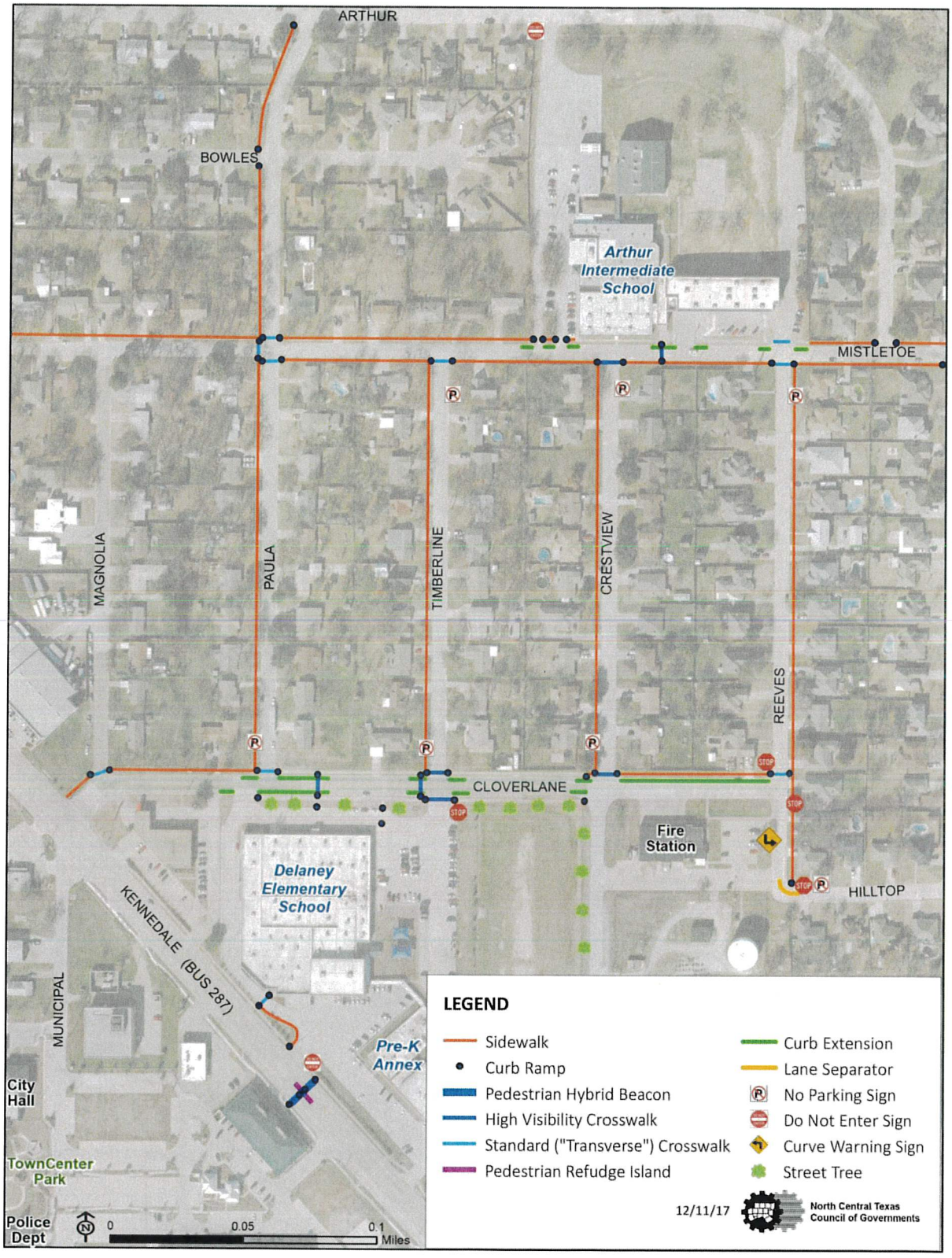
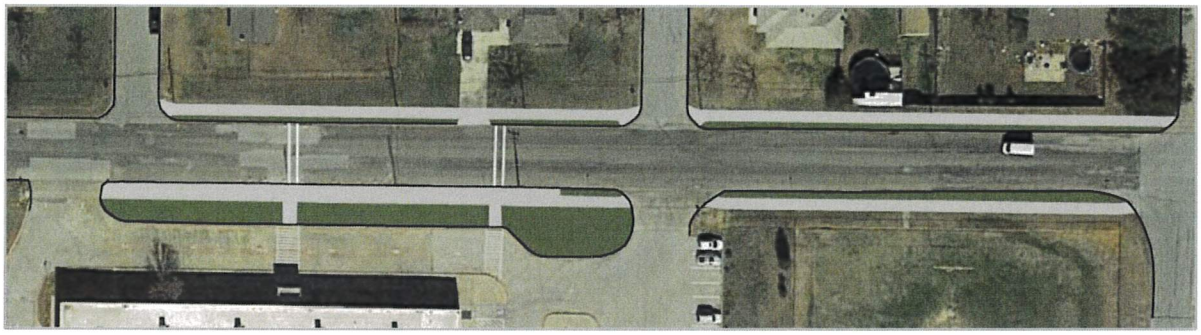


EXHIBIT 12 - VISUALIZING THE RECOMMENDATIONS FOR CLOVERLANE DRIVE

EXISTING:



PROPOSED IMPROVEMENTS:

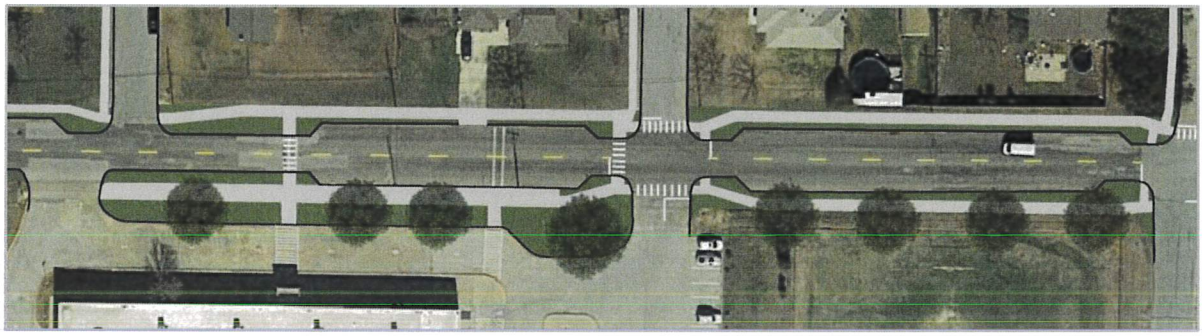


EXHIBIT 13 - RECOMMENDED INFRASTRUCTURE IMPROVEMENTS BY RESPONSIBLE ENTITY

Implementation Timeframe:
Short Term (0-2 years)
Medium Term (2-5 years)
Long Term (5+ years)

Responsible Entity	Improvement Type	Quantity	Approx. Length (linear feet)	Location(s)	Issue(s) (p. 17)
City of Kennedale	High Visibility Crosswalk	1	24	Mid-block on Mistletoe between Crestview and Reeves	2C
City of Kennedale	High Visibility Crosswalk	1	30	South side of the Mistletoe/Crestview intersection	2A
City of Kennedale	High Visibility Crosswalk	1	24	Mid-block on Cloverlane between Paula and Timberline	2B
City of Kennedale	High Visibility Crosswalk	3	24, 40, and 24	North, south, and west sides of the Cloverlane/Timberline intersection	2B
City of Kennedale	High Visibility Crosswalk	1	30	North side of the Cloverlane/Crestview intersection	2A

Responsible Entity	Improvement Type	Quantity	Approx. Length (linear feet)	Location(s)	Issue(s) (p. 17)
City of Kennedale	Standard ("Transverse") Crosswalk	9	30 (each)	At the intersections of Mistletoe and Paula (3), Mistletoe and Timberline (1), Mistletoe and Reeves (2), Cloverlane and Magnolia (1), Cloverlane and Paula (1), and Cloverlane and Reeves (1)	2A, 2E
City of Kennedale	Centerline Striping	1	TBD	Where Reeves Lane and Hilltop Drive curve to meet	2E
City of Kennedale	BLIND CURVE AHEAD Sign	2	N/A	On Reeves Lane as it approaches Hilltop Drive	2E
City of Kennedale	STOP Signs	4	N/A	A stop sign for the school driveway at Cloverlane and Timberline, a stop sign for Hilltop where it meets Reeves, and all-way stop signs at Cloverlane and Reeves	1, 2B, 2C
City of Kennedale	NO PARKING Signs	7	N/A	Near intersections or curves on Paula, Timberline, Crestview, Reeves, and Hilltop	2A
City of Kennedale	Move Existing ONE WAY and NO TURN Signs	4	N/A	Existing signs at the intersections of Mistletoe with Paula, Timberline, and Crestview—move to the near right side of the intersection	4
City of Kennedale	Move Existing DO NOT ENTER Signs	2	N/A	Existing signs on Mistletoe east of Paula—move so that they are nearer to, or at the intersection with Paula	4
City of Kennedale	New ONE WAY Sign	1	N/A	Next to the stop sign at the intersection of Mistletoe and Reeves	4
City of Kennedale	Updated School Crossing Signs	11	N/A	Existing school crossing signs around Delaney Elementary and Arthur Intermediate	2A
City of Kennedale	Updated School Speed Limit Signs	5	N/A	All school zone speed limit signs for Delaney Elementary and Arthur Intermediate that have not already been updated	1
City of Kennedale	Sidewalks (5 ft. min)	N/A	1,400	West side of Paula Street between Arthur Drive and Cloverlane Drive	3
City of Kennedale	Sidewalks (5 ft. min)	N/A	800	West side of Timberline Drive	3
City of Kennedale	Sidewalks (5 ft. min)	N/A	800	West side of Crestview Drive between Mistletoe Drive and Cloverlane Drive	3
City of Kennedale	Sidewalks (5 ft. min)	N/A	1,010	East side of Reeves Lane	3
City of Kennedale	Sidewalks (5 ft. min)	N/A	1,660	North side of Mistletoe Drive from Corry A Edwards Drive to the existing sidewalks on the school campus, and from the school campus to Ruth Drive	3
City of Kennedale	Sidewalks (5 ft. min)	N/A	870	South side of Mistletoe Drive from Paula Street to Crestview Drive, and from Reeves Lane to Ruth Drive	3
City of Kennedale	Sidewalks (7 ft. min)	N/A	290	South side of Mistletoe Drive from Crestview Drive to Reeves Lane	3

Responsible Entity	Improvement Type	Quantity	Approx. Length (linear feet)	Location(s)	Issue(s) (p. 17)
City of Kennedale	Sidewalks (5 ft. min)	N/A	660	North side of Cloverlane Drive from Kennedale Parkway to Paula Street, and from Crestview Drive to Reeves Lane	3
City of Kennedale	Curb Extensions	18	960	Various locations along Mistletoe Drive and Cloverlane Drive	1, 2A, 2B, 2C
City of Kennedale	Curb Installation	1	120	South side of Cloverlane Drive between Timberline and Crestview	3
City of Kennedale	New ADA Curb Ramps	37	N/A	Various locations on Paula, Mistletoe, Cloverlane, and Reeves	2, 3
City of Kennedale	Upgraded ADA Curb Ramps	7	N/A	Various locations on Cloverlane Drive.	2, 3
TxDOT	Speed Feedback Display	2	N/A	Along Kennedale Parkway to accompany the existing school zone speed limit signs	1
City and TxDOT	Pedestrian Hybrid Beacon	1	N/A	Mid-block on Kennedale Parkway (BUS 287) adjacent to Delaney Elementary	2D
City and TxDOT	High Visibility Crosswalk	1	50	Mid-block on Kennedale Parkway at the proposed pedestrian hybrid beacon	2D
City and TxDOT	Pedestrian Refuge Island	1	TBD	Mid-block on Kennedale Parkway at the proposed pedestrian hybrid beacon	2D
City and TxDOT	New ADA Curb Ramps	4	N/A	Mid-block on Kennedale Parkway at the proposed pedestrian hybrid beacon	2D
City and TxDOT	Upgraded ADA Curb Ramps	2	N/A	Kennedale Parkway (BUS 287) at the north/western school driveway	2D, 3
Kennedale ISD	DO NOT ENTER Signs	2	N/A	At two driveway entrances for Delaney Elementary and Arthur Intermediate	4
Kennedale ISD	Sidewalks (5 ft. min)	N/A	120	From Kennedale Parkway to the Delaney administrative office entrance	4
Kennedale ISD	Standard ("Transverse") Crosswalk	1	25	Connecting the proposed sidewalk off of Kennedale Parkway to Delaney's administrative office entrance	4
Kennedale ISD	New ADA Curb Ramps	5	N/A	Various locations on the north and south side of Delaney Elementary	4
City, ISD, and Delaney EL	Street Trees	10-15	N/A	Along Cloverlane Drive and Crestview Drive, on or adjacent to school property	1, 3

EXHIBIT 14 - RECOMMENDED INFRASTRUCTURE IMPROVEMENTS BY TYPE, BY LOCATION

Sidewalks

Improvement Type	Location(s)	Approx. Length (linear feet)	Responsible Entity	Issue(s) (p. 17)
Sidewalks (5 ft. min)	From Kennedale Parkway to the Delaney office entrance	120	Kennedale ISD	4
Sidewalks (5 ft. min)	West side of Paula Street between Arthur Drive and Cloverlane Drive	1,400	City of Kennedale	3

Sidewalks (5 ft. min)	West side of Timberline Drive	800	City of Kennedale	3
Sidewalks (5 ft. min)	West side of Crestview Drive between Mistletoe Drive and Cloverlane Drive	800	City of Kennedale	3
Sidewalks (5 ft. min)	East side of Reeves Lane	1,010	City of Kennedale	3
Sidewalks (5 ft. min)	North side of Cloverlane Drive from Kennedale Parkway to Paula Street, and from Crestview Drive to Reeves Lane	660	City of Kennedale	3
Sidewalks (5 ft. min)	North side of Mistletoe Drive from Corry A Edwards Drive to the existing sidewalks on the school campus, and from the school campus to Ruth Drive	1,660	City of Kennedale	3
Sidewalks (5 ft. min)	South side of Mistletoe Drive from Paula Street to Crestview Drive, and from Reeves Lane to Ruth Drive	870	City of Kennedale	3
Sidewalks (7 ft. min)	South side of Mistletoe Drive from Crestview Drive to Reeves Lane	290	City of Kennedale	3
Curb Installation	South side of Cloverlane Drive between Timberline and Crestview	120	City of Kennedale	3

Typical Unit Costs:[3]

- New Sidewalk: $55 (SY)
- Curb: $20 (LF)

Crossing Improvements

Improvement Type and Quantity	Location(s)	Approx. Length (linear feet)	Responsible Entity	Issue(s) (p. 17)
Pedestrian Hybrid Beacon (1), Refuge Island (1), High Visibility Crosswalk (1), and Curb Ramps (4)	Mid-block on Kennedale Parkway (BUS 287) adjacent to Delaney Elementary	N/A	City of Kennedale and TxDOT	2D
High Visibility Crosswalk (1)	Mid-block on Mistletoe between Crestview and Reeves	24	City of Kennedale	2C
High Visibility Crosswalk (1)	South side of the Mistletoe/Crestview intersection	30	City of Kennedale	2A
High Visibility Crosswalk (1)	Mid-block on Cloverlane between Paula and Timberline	24	City of Kennedale	2B
High Visibility Crosswalk (3)	North, south, and west sides of the Cloverlane/Timberline intersection	24, 30 and 50	City of Kennedale	2B
High Visibility Crosswalk (1)	North side of the Cloverlane/Crestview intersection	30	City of Kennedale	2A
Standard ("Transverse") Crosswalk (9)	At the intersections of Mistletoe and Paula (3), Mistletoe and Timberline (1), Mistletoe and Reeves (2), Cloverlane and Magnolia (1), Cloverlane and Paula (1), and Cloverlane and Reeves (1)	30 (each)	City of Kennedale	2A, 2E

[3] Typical unit costs are the 3-month (May 2017 - July 2017) statewide item average prices taken from the Texas Department of Transportation's Average Low Bid Unit Prices website: http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html

Standard ("Transverse") Crosswalk (1)	Connecting the proposed sidewalk off of Kennedale Parkway to Delaney's administrative office entrance	25	Kennedale ISD	4
Curb Extensions (18)	Various locations along Mistletoe Drive and Cloverlane Drive	960	City of Kennedale	1, 2A, 2B, 2B
New ADA Curb Ramps (37)	Various locations on Paula, Mistletoe, Cloverlane, and Reeves	N/A	City of Kennedale	2, 3
Upgraded ADA Curb Ramps (7)	Various locations on Cloverlane Drive.	N/A	City of Kennedale	2, 3
Upgraded ADA Curb Ramps (2)	Along Kennedale Parkway at the north/western school driveway, connecting the proposed school sidewalk to the proposed pedestrian hybrid beacon	N/A	City of Kennedale and TxDOT	2D, 3
New ADA Curb Ramps (5)	Various locations on the north and south side of Delaney Elementary	N/A	Kennedale ISD	4

Typical Unit Costs:

- Pedestrian Hybrid Beacon/HAWK: $125,000 (location)
- High Visibility Crosswalk: $1,200 (crossing)
- Standard Transverse Crosswalk: $12 (LF)
- New ADA Curb Ramp: $2,000 (EA)
- Pedestrian Refuge Island: $65 (SY)
- Curb: $20 (LF)
- Remove Curb: $4 (LF)
- Sod: $4 (SY)

Cost Estimate to Perform a Midblock Pedestrian Crossing Warrant Study:[4]

- Fee (Including Data Collection): $3,500 - $4,500
- Fee (Data Collection Done by Others): $2,500 - $3,500

Traffic Control Measures

Improvement Type and Quantity	Location(s)	Approx. Length (linear feet)	Responsible Entity	Issue(s) (p. 17)
STOP Signs (4)	At the school driveway at Cloverlane and Timberline (1), at Hilltop where it meets Reeves (1), and all-way stop signs at Cloverlane and Reeves (2)	N/A	City of Kennedale	1, 2B, 2E
NO PARKING Signs (13)	Near intersections or curves on Paula, Timberline, Crestview, Reeves, Hilltop	N/A	City of Kennedale	2A
School Crossing Signs (11)	Existing school crossing signs around Delaney Elementary and Arthur Intermediate should be upgraded to current MUTCD standards	N/A	City of Kennedale	2A
DO NOT ENTER Signs (2)	At two driveway entrances for Delaney and Arthur	N/A	Kennedale ISD	4
Blind Curve Ahead Sign (1)	On Reeves Lane as it approaches Hilltop Drive	N/A	City of Kennedale	2E
Centerline Striping	Where Reeves Lane and Hilltop Drive curve to meet	TBD	City of Kennedale	2E

Typical Unit Costs:

- Signs: $1,000 (EA)

[4] Estimates provided by a consultant that performs warrant analyses for NCTCOG's Regional Traffic Signal Retiming Program.

Traffic Calming Measures

Improvement Type and Quantity	Location(s)	Approx. Length (linear feet)	Responsible Entity	Issue(s) (p. 17)
School Zone Speed Limit Signs (5)	All school zone speed limit signs for Delaney Elementary and Arthur Intermediate that have not already been updated	N/A	City of Kennedale	1
Speed Feedback Display (2)	Along Kennedale Parkway to accompany the existing school zone speed limit signs	N/A	TxDOT	1
Street Trees (15)	Along Cloverlane Drive and Crestview Drive, on or adjacent to school property	N/A	City of Kennedale and Kennedale ISD	1, 3

Typical Unit Costs:

- Speed Humps: $2,500 (EA)
- Signs: $1,000 (EA)
- Flashing Beacon: $5,000 (EA)
- Tree (30 Gal): $330 (EA)

Future Engineering Studies

As opportunities become available, the City should evaluate ways to shorten distances between homes and the schools (Issue 5), such as by installing a walking path between Arthur Drive and Oak Forest Court and/or Oak Ridge Trail.

Education, Enforcement, Encouragement, and Evaluation

Not all of the barriers identified for enabling and encouraging more students to walk and bicycle to school can be addressed through engineering measures alone. The following are steps that can be taken to implement Safe Routes to School through education, enforcement, encouragement, and evaluation. They are summarized in **Exhibit 15**.

Education

Educational programs as part of SRTS efforts teach students bicycle, pedestrian, and traffic safety skills, and teach drivers how to drive safely around schools and share the road.

Educating Students:

It is recommended that curriculum programs be implemented in school to teach children the basics regarding pedestrian and bicycle safety. This information may also help them to eventually become better drivers. Available curriculums that schools can use include the Look Out Texans School Kits (www.lookouttexans.org/school-resources), which includes lesson plans for grades third through fifth, and sixth through eighth, and reflects Texas Essential Knowledge and Skills (TEKS) standards for physical and health education. A resource with a bicycling focus is BikeTexas SafeCyclist curriculum (www.biketexas.org/education).

Educating Parents:

One of the key issues identified was unsafe parent and driver behavior. Educational materials should also be provided to parents on leading by example (e.g., walking to the crosswalk before crossing), avoiding unsafe behaviors near schools (e.g., making U-turns, speeding), and yielding to pedestrians and bicyclists. An example of this type of educational material is NCTCOG's *School Zone Safety Tips* flyer, which is available for download at www.lookouttexans.org/school-resources.

Educating Teachers:

Another issue identified in the parent survey is that cars in the dismissal queue line at Delaney Elementary are sometimes dismissed before student walkers have finished crossing the street (Cloverlane). All teachers and school staff that assist with school dismissal should be educated to always hold the line of cars until all of the students have finished crossing the street.

Enforcement

Enforcement includes strategies to deter the unsafe behavior of drivers, bicyclists and pedestrians, and encourage all road users to obey traffic laws and share the road.

Recognizing that the City of Kennedale Police Department has limited resources that must be used efficiently, it is recommended that a police officer or a Senior Resource Officer be present during arrival and dismissal at the start of the school year, and on a few days throughout the year, to promote and enforce good traffic behaviors (e.g., obeying the speed limits, no texting or talking on the phone while the vehicle is moving, yield to pedestrians in crosswalks, not stopping or parking on or close to intersections or crosswalks, etc.). The use of personnel should be coordinated between the City and ISD. It may be beneficial for police officers on these days to assist the school custodians with crossing guard duty and conduct training.

Finally, it was observed during the walking audit that the custodians/crossing guards at Delaney Elementary would go back into the school even when there were still students that needed to cross the street during school arrival and dismissal. It is recommended that they continue to assist students with crossing until 8:10 am, and in the afternoon until at least 3:50 pm.

Encouragement

Encouragement programs serve to generate excitement and promote walking and biking as fun, safe, and healthy forms of transportation.

In the short term, the schools should encourage parents to carpool to lessen traffic congestion around the schools. Once more sidewalks have been installed in the surrounding neighborhoods, the schools' promotion of walking and biking would help mitigate the stigma that can sometimes be associated with this activity.

One of the most successful ways of generating enthusiasm for walking and biking is to designate specific days or weeks during the year as special encouragement days, such as the National Walk and Bike to School days held in early October and May of each year (www.walkbiketoschool.org). As part of these events, mileage clubs and contests can be established to encourage children to increase their levels of activity in general, and to walk and bike to school specifically. These events should also be accompanied by educational activities such as bicycle rodeos, which are events that teach bicycle safety skills.

Students and parents participate in a Walking School Bus as part of Walk to School Day 2016 at Timberview Middle School in Fort Worth. (Source: Facebook)

Fear of violence and other threats to personal safety, as well as a desire for there to be someone their child could walk with, were identified in the parent survey as issues and opportunities to allowing their child to walk and bicycle to school. Ongoing programs such as "walking school buses" or "bicycle trains"—in which alternating students and alternating parent volunteers meet at a central location and walk or bicycle to school—have been shown to improve safety by walking or biking in organized groups under adult supervision. The SRTS National Partnership has an easy to follow guide to getting started called Step by Step: How to Start a Walking School Bus Program at Your School.[5]

[5] http://www.saferoutespartnership.org/resources/toolkit/step-step

Another technique to address the concern about crime is corner captains, in which adult volunteers are stationed on key street corners to increase the presence of responsible adults and watch over children as they walk and bicycle to school. The school's administrative staff or Parent Teacher Association (PTA) can be instrumental in connecting parents and recruiting volunteers.

Evaluation

Evaluation of the SRTS program is important to understand the effectiveness of the program, identify improvements that are needed, and ensure the program can continue in the long term. Evaluation activities include measuring the number of infrastructure projects that have been constructed or programs that have been implemented. Evaluation activities can also measure the change in mode shares (the percentage that drive, bike, walk, bus) and attitudes towards walking and bicycling after the implementation of the SRTS plan. Specific evaluation metrics might include the following:

- Number and percentage of students walking and bicycling to school
- Number of students that receive walking and bicycling education
- Number of encouragement events that have been held throughout the year
- Dollar amount of grants received and/or City general funds dedicated
- Number of infrastructure projects that have been implemented

It is recommended that the City of Kennedale, Delaney Elementary, and Arthur Intermediate track the implementation of the projects and programs that are recommended in this plan in a five-year follow-up report.

EXHIBIT 15 - RECOMMENDED NON-INFRASTRUCTURE PROGRAMS AND ACTIVITIES

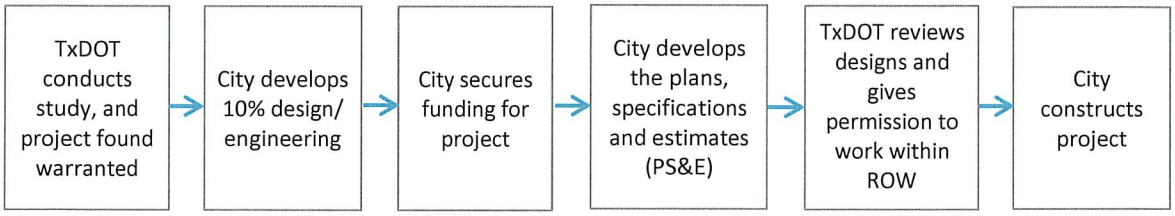
E	Program or Activity	Responsible Entity	Timeframe	Issue Addressed (if applicable) (p. 17)
Education	Educating Students	Delaney EL and Arthur INT	Ongoing	N/A
Education	Educating Parents	Delaney EL, Arthur INT, and City Police Dept.	Ongoing	1, 2, 4
Education	Educating Teachers	Delaney EL	Ongoing	4
Enforcement	Enforcing Safe Traffic Behaviors Around Schools	City Police Dept. and Kennedale ISD	Ongoing	1, 2, 4
Enforcement	Adjusting Custodian/ Crossing Guard Times	Delaney EL	Short-Term	2B, 2C, 4
Encouragement	Encourage Carpooling	Delaney EL	Short-Term	1
Encouragement	Establish a Walking School Bus or Bike Train	Delaney EL and Arthur INT	Medium- to Long-Term	1, 6
Encouragement	Host Walk and Bike to School Events	Delaney EL and Arthur INT	Medium- to Long-Term	1, 6
Evaluation	Track Implementation of Projects and Programs	Delaney EL, Arthur INT, and City of Kennedale	Long-Term	N/A

VI. Next Steps

Project Implementation and Prioritization

Based on feedback from the City of Kennedale and TxDOT staff, the priority for implementation should first be the crossing improvements on Kennedale Parkway; however, this does not preclude other recommendations in this plan from being implemented as well should funding become available. Kennedale Parkway (BUS 287) is a state-owned facility; therefore, the implementation of these crossing improvements will require a collaborative approach. The crosswalk and pedestrian hybrid beacon will require a warrant study to be conducted to demonstrate the need. As the school was built before the roadway, it is recommended that TxDOT take the lead in conducting the study. Assuming that a pedestrian hybrid beacon is found warranted, an example process for installing the project is as follows:

EXHIBIT 16 - EXAMPLE PROCESS FOR IMPLEMENTING CROSSING IMPROVEMENTS ON KENNEDALE PARKWAY



It is also recommended that the City conduct a resident survey and/or public meeting on the recommended sidewalks on Paula, Timberline, Crestview, and Reeves.

Funding Strategies

Funding is needed to plan and implement physical improvements, hold events, purchase incentives, and develop and implement educational programs and materials. Possible funding sources include, but are not limited to:

Federal Funds

Federal transportation funds are available through the Transportation Alternatives programs and Congestion Mitigation and Air Quality Improvement Program (CMAQ), administered by NCTCOG for urbanized areas in North Texas with populations over 200,000. That includes the portion of Kennedale in which improvements are being recommended as part of this plan. The Transportation Alternatives program is a reimbursement and local match program, whereby the community pays 100 percent of the costs of the project that is selected for funding, and is reimbursed for 80 percent of those costs. The last Transportation Alternatives Call for Projects was in 2017, during which the Regional Transportation Council allocated $12.2 million to 22 SRTS projects. The next Call for Projects is not anticipated until 2019 or 2020; however, it would benefit the community to begin preparing now, as applications typically score higher if they demonstrate public involvement and support, have adopted SRTS plans, and have some amount of engineering and design completed. For more information on available funding and future Calls for Projects, go to www.nctcog.org/tap.

State Funding Sources

The Highway Safety Improvement Program (HSIP) is for highway safety projects that eliminate or reduce the number of fatalities and serious injuries on all public roads. Submitted project proposals are evaluated within several categories of work, including Intersections and Pedestrians. Improvements to prevent pedestrian crashes, such as pedestrian signals, pedestrian hybrid beacon, pedestrian crosswalk, and sidewalks are eligible under the Pedestrian category. Projects are evaluated using a Safety Improvement Index (SII), and are selected and managed by TxDOT's Traffic Operations Division. For more information, go to http://www.txdot.gov/inside-txdot/forms-publications/publications/highway-safety.html.

Local Funding Sources

Locally, infrastructure is paid for through the City's yearly budget for maintenance and capital projects. For FY 2017-2018, the City had $65,000 programmed for street maintenance, and $22,000 for signs, fences, and sidewalk maintenance-- $7,000 of which was programmed to replace street signs that do not meet state standards.

Texas Trees Foundation

The motto of the Texas Trees Foundation is "The Greening of North Central Texas". The Foundation sustains a tree planting initiative for neighborhood parkways and medians, schools and other public open spaces. Their website encourages members of neighborhood associations, church, schools, non-profit organizations, or municipalities to contact them with inquiries about getting trees. For more information, visit http://www.texastrees.org/.

Health Organizations

Tarrant County Public Health

One of the goals of the Tarrant County Voices for Health program is to improve walkability surrounding Tarrant County elementary school neighborhoods. One of the ways they have worked to meet that goal is by engaging multiple partners in a Safe Routes to School effort for Christine C. Moss Elementary School. For more information: http://access.tarrantcounty.com/en/public-health/tarrant-county-voices-for-health.html.

Cook Children's

Safe Kids Tarrant County (SKTC) is a local coalition and nationally-recognized community partnership led by Cook Children's Community Health Outreach department. SKTC is dedicated to preventing unintentional childhood injury which is the number one killer of children ages 14 and under. For more information: https://www.cookchildrens.org/health-resources/safety/Pages/default.aspx.

Corporations and Businesses

Local corporations and businesses may be able to provide cash, prizes, and/or donations, such as printing services, through community giving or other donation programs. Parents or other members of stakeholder teams may be a good personal source for contacting companies.

Parents and Individuals

Statistically, individuals give more money than corporations and foundations combined. A local fund drive can quickly reach a large number of people if outreach is conducted by stakeholder team members. Many SRTS programs have also raised funds by holding special events, often using a related themed event such as a

walkathon, bicycling event, or health fair. These funds could be used for rewards or incentives to encourage walking and bicycling to school, or for smaller-scale projects like tree plantings.

VII. Appendices

A. Meeting Minutes
B. Parent Survey - Additional Findings
C. Walking Audit Map
D. Audit Tool (Checklist)
E. Engineering Improvements – Glossary

A. Meeting Minutes

Meeting Minutes

Subject	Kennedale Delaney Elementary Safe Routes to School Kick-Off Meeting	**Date**	Friday – February 10, 2017
Facilitator	NCTCOG	**Time**	2:30 pm – 3:30 pm
Location	James F. Delaney Elementary School	**Recorded by**	Kathryn Rush
Attendees	Katina Martinez (Principal, Delaney Elementary), Rachel Roberts (City of Kennedale), Shawn Conrad (NCTCOG), and Kathryn Rush (NCTCOG).		

Meeting Purpose	The purpose of this meeting was to provide an introduction to the Safe Routes to School technical assistance that NCTCOG staff would be providing to the Delaney Elementary School in Kennedale, as well as bring together the major stakeholders.

Discussion Items

Kathryn Rush gave an introduction to the Safe Routes to School technical assistance project, including the purpose, scope of work and timeline. Below is a summary of the topics discussed.

Existing Transportation Information and Issues:

- Rachel Roberts with the City of Kennedale nominated Delaney Elementary and Arthur Intermediate for the technical assistance because they had heard from neighbors on Crestview Dr. about safety issues.
- The school's custodians perform crosswalk duty on Cloverlane Dr. Last year a crossing guard/custodian was struck by a car. There are no crossing guards on Kennedale Pkwy.
- According to Principal Martinez, approximately 60 percent of students are transported to and from school by private vehicle, and 40 percent by school bus. NCTCOG staff observed three bicycles in the bicycle parking corral on the north side of the school when they arrived for the meeting.
- Principal Martinez was unsure of how many students, if any, cross Kennedale Pkwy on their way to or from school, but said that each year teachers take students on walking field trips across Kennedale Pkwy to the library or park.
- Principal Martinez mentioned that there are issues with vehicles speeding on Kennedale Pkwy and Cloverlane Dr.
- Rachel Roberts noticed the traffic counts for Kennedale Pkwy on one of the maps provided by NCTCOG, and said that police have done recent traffic counts on Kennedale Pkwy that she could provide to NCTCOG.
- The following additional issues were observed by Principal Martinez:
    - Need for flashing yellow lights on Cloverlane Dr. (already present on Kennedale Pkwy)
    - Issues with parents on their cell phones in the school zone
    - Adequately training crossing guards
    - Need to educate parents. Crime is not as much of an issue as traffic.

Other People That Should Be Included in the SRTS Team:

Principal Martinez recommended that the Principal for Arthur Intermediate and the PTO President should also be included in the effort. She said that she would reach out to the Arthur Intermediate Principal. NCTCOG requested that she provide the contact information for any relevant stakeholders, as well as information on current school operations and transportation, in the school questionnaire provided by NCTCOG staff.

Should NCTCOG Staff Give a Presentation to the School Board at the End of the Project?
Principal Martinez thought it may be good to present to the school board. Rachel Roberts also though it would be beneficial to present to the City Council, to make it more of a priority for them.

Would it be Possible to Survey Students or Parents?
As part of Safe Routes to School planning, it is beneficial to survey students or parents about how students currently get to school and what the major barriers to walking and bicycling are. This can be done by either surveying students in class through a hand-raising tally, or by sending a survey home with students for parents to fill out—this could either be a print survey or a link could be made available to parents online. Principal Martinez said that parents aren't great at online, so it would be best to send it home with students. She also remarked that teachers typically know how their students get to school. NCTCOG staff said they would send her the link to the parent survey created by the National Center for Safe Routes to School.

NCTCOG staff went over potential dates for the next Safe Routes to School meeting—which would include a more in-depth discussion of existing conditions—and requested that Principal Martinez and Rachel Roberts send their preferred dates in the next couple of days.

Action Item(s)			
	Item	**Responsibility**	**Target Completion Date**
1	Schedule date of next Safe Routes to School Team Meeting	Kathryn Rush	
2	Return completed school questionnaire to Kathryn Rush	Principal Martinez	By next team meeting
3	Check on traffic counts for Kennedale Pkwy. documented by Kennedale police	Rachel Roberts	By next team meeting
4	Send Principal Martinez links to Safe Routes to School student travel tally and parent survey forms	Kathryn Rush	
5	Send home parent survey forms with students	Principal Martinez	By next team meeting
6	Contact principal of Arthur Intermediate to invite to participate in initiative	Principal Martinez	By next team meeting

Next Meeting
Date: March 7, 2017
Time: 2:30 – 3:30 pm
Location: James F. Delaney Elementary School

Meeting Minutes

Subject	Kennedale Delaney Elementary Safe Routes to School Kick-Off Meeting	Date	Tuesday – March 7, 2017
Facilitator	NCTCOG	Time	2:30 pm – 3:30 pm
Location	James F. Delaney Elementary School	Recorded by	Shawn Conrad
Attendees	Rachel Roberts (City of Kennedale), Erin Jamison (Kennedale ISD), Rufus Clark (Kennedale Police Department), Delvin Starling (Kennedale Police Department), Katina Martinez (Delaney Elementary), Tommy Williams (Kennedale Police Department), Sandy Wesch (NCTCOG), Sandi Manning (Arthur Intermediate), Julie Webb (Delaney PTO), Shawn Conrad (NCTCOG), Kathryn Rush (NCTCOG).		

Meeting Purpose	The purpose of this meeting was to review existing conditions that impact the safety and comfort of walking and bicycling to and from Delaney Elementary and Arthur Intermediate, in order to prioritize the areas to observe as part of the safety audit.

Discussion Items

Shawn Conrad gave an introduction to NCTCOG and the Safe Routes to School technical assistance project.

Kathryn Rush and Shawn Conrad facilitated a discussion about current issues around the schools affecting students' ability to bicycle and walk to school. The group discussed how pickup and drop-off occurs at both schools and illustrated traffic flows on maps.

Identified issues included:

- Cut-through traffic speeding through the school zone, especially from BUS 287.
- On-street parking reducing visibility and contributing to congestion
- Lack of sidewalks, especially on Kennedale Parkway and directly across from Arthur Intermediate
- Truck traffic from I 20 taking BUS 287 to Kennedale Parkway
- Congestion around the schools
- Arthur has limited parking, so parent parking during pick-up spills over into the residential areas.
- Drop-off occurring at the high school at the same time affects drop-off at Delaney Elementary and Arthur Intermediate
- Crossing guards could use training and are currently asked to direct traffic in addition to regular crossing guard duties
- Crossing BUS 287 is unsafe
- Speeding on Kennedale Parkway, Cloverlane, Hilltop, and Mistletoe
- Parent compliance with pickup/drop-off procedures
- Cell phone use while driving
- Parents and students not using crosswalks

Identified opportunities/ideas included:

- Technological solutions
- Reduce school zone speed limit to 20
- Longer school zone
- Traffic signal or mid-block pedestrian signal on BUS 287

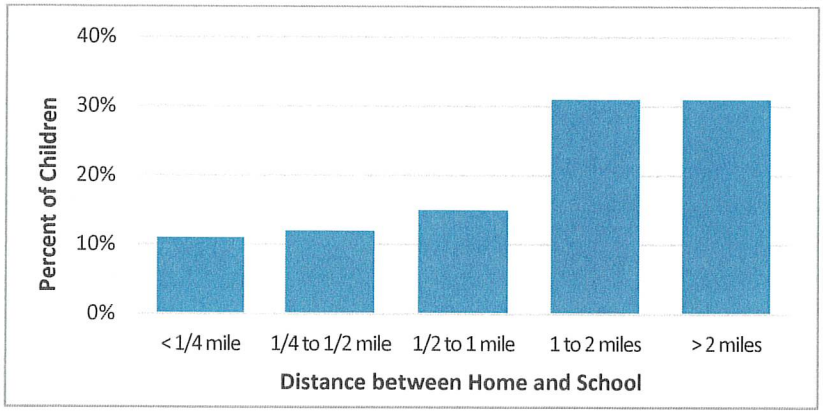
Mr. Williams stated that he would be able to have one or two police officers attend the safety audit.

Action Item(s)			
	Item	**Responsibility**	**Target Completion Date**
1	Send out invitation to participate in the safety audit.	Kathryn Rush	
2	Conduct safety audit on April 12th	Safe Routes to School Team	

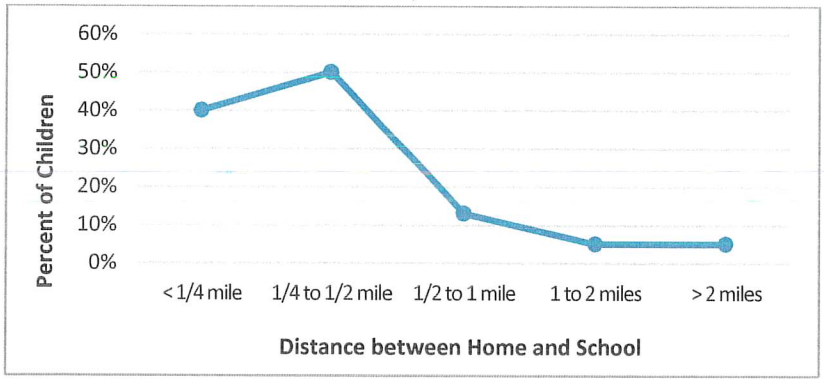
Next Meeting
Date: April 12, 2017
Time: 2:30 – 5:00 pm
Location: James F. Delaney Elementary School

B. Parent Survey - Additional Findings

Delaney Elementary: Parent estimate of distance from child's home to school: (N=204)



Delaney Elementary: Percent of children who have asked for permission to walk or bike to/from school by distance they live from school: (N=29)



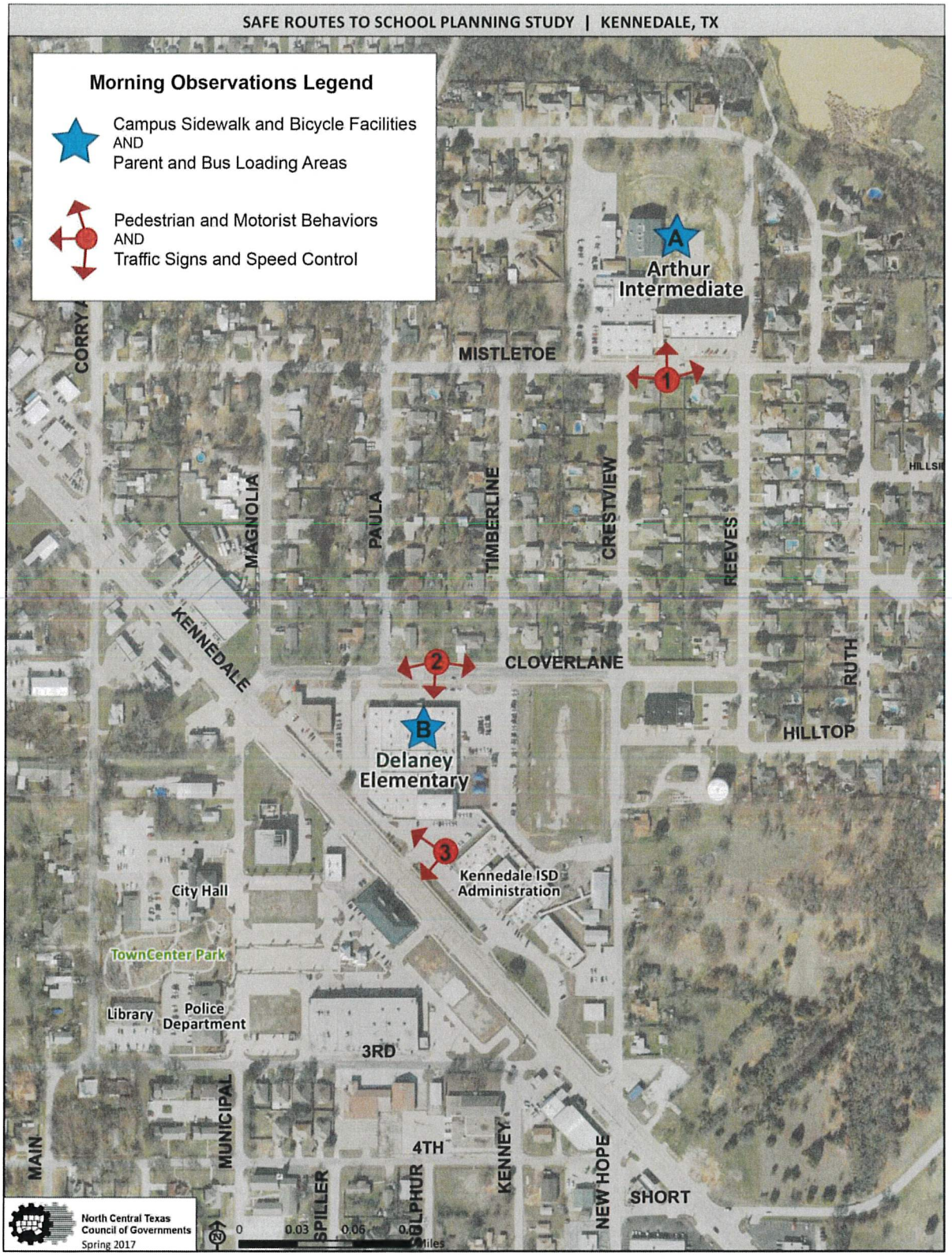
Comments:

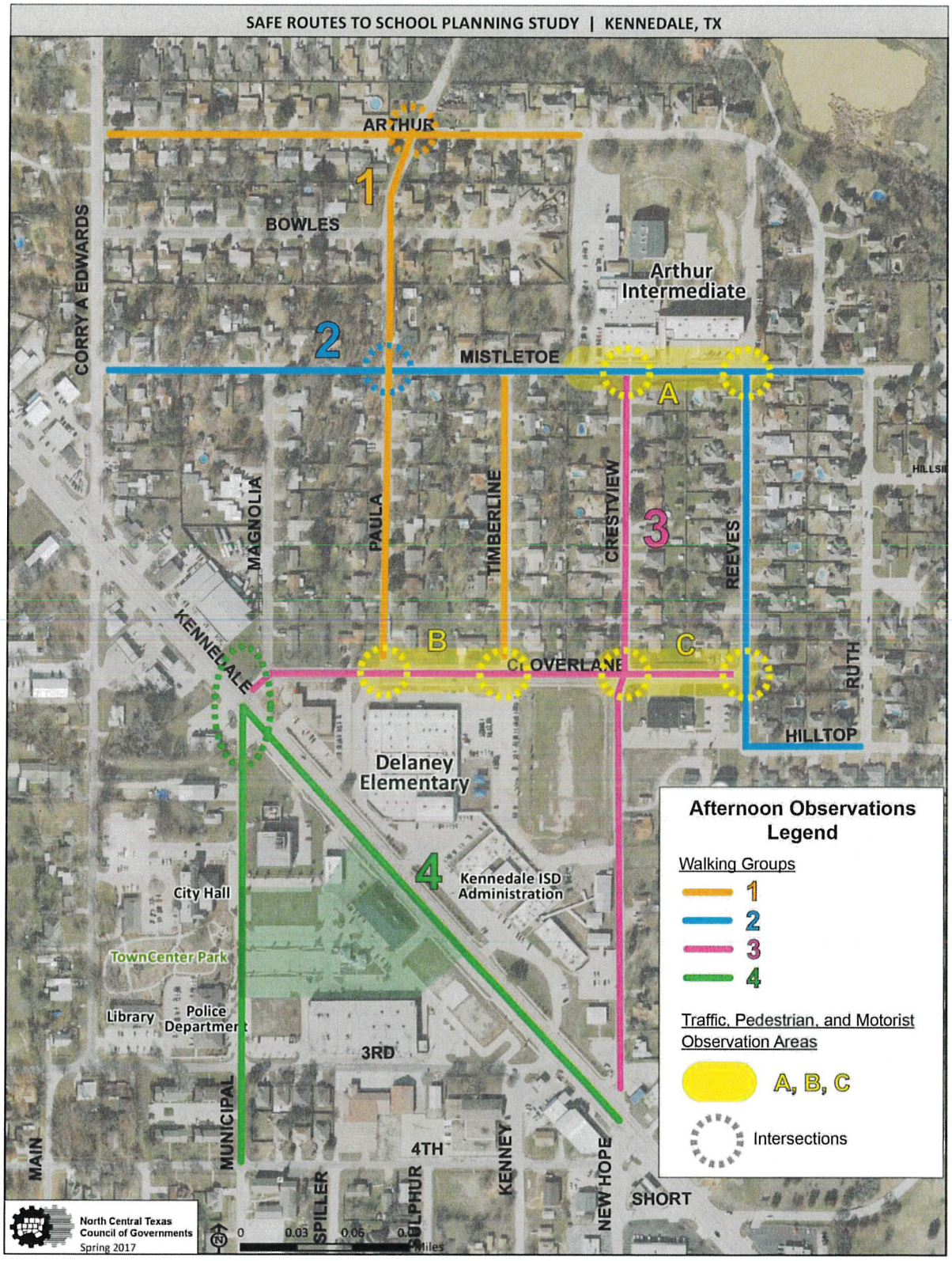
- My only concern with her walking home is the light at Kennedale Pkwy and New Hope Rd. There is no crossing guard to help her across the intersection. And train tracks by our house
- My son enjoys riding a bike and he walks and plays soccer which is healthy for him
- My children are 7 and 10 year old girls. I would not feel safe with them walking anywhere alone or with an adult. They also do not stay at home alone at all.
- There is way too much traffic in our neighborhood and even though we have asked for speed bumps nothing happens. People drive WAY too fast in surrounding neighborhood --> Hillside Dr
- (Note next to "Very Healthy": Except for safety factor). I do not feel that it is safe for children to walk to school by themselves.
- (Note next to "School Bus": Daycare).
- My children would walk if there were crossing guards at the major intersections.
- It is a good idea that you all are encouraging walking and biking.
- My child has no sidewalks and her path would be along business 287. She will not walk/bike.

- My main concern is the lack of sidewalks near our neighborhood - if my child had a buddy to walk with - or enough sidewalk room for a stroller so I could walk with, then I would allow it.
- NO SIDEWALKS!!!
- es un poco peligroso para los ninos por el trafico. (It is a bit dangerous for children due to the traffic.)
- When I am off work and weather is nice I usually walk my child to school - at this age now I do not allow him to go alone
- Walks to and from grandma's with her, which is down the street from the school.
- (Note next to Walk (Leave from school): They walk to the middle school). (Note next to "I would not feel comfortable at any grade": Not all the way home).
- Intersections in the area are far too dangerous. Stop signs and speed limits are not enforced.
- My child goes to daycare before and after school since there is nobody to be at home with him during that time.
- My child is bullied on the bus and at school, why would I want him walking alone.
- Walkers should be released daily BEFORE care line. The kids should be allowed to reach a safe distance away from the school before all the cars in the first line are released. There are some days that I see the 2nd line of car riders released before the walkers are even out the door. Major safety concern
- (Note under "How does child leave school": Daycare). (Note next to "Healthy": But not safe - He already gets enough activity daily; I'm not concerned about walking home being healthy).
- (Note next to "I would not feel comfortable at any grade": Not enough sidewalks on the route).
- If we lived closer I would let my child ride her bike next year. (4th grade)
- Overall reason is distance. If we were closer to the school I would feel comfortable. (The technology now allows me to watch until my kids reach their destination)
- A child should never be allowed to walk or bike with all the crime nowadays.
- When child reaches 12, may ride or walk. Before then she won't
- If we lived closer to the schools both our children would walk to and from school.
- I wouldn't allow my kids at any time to walk to or from school.
- Solo par seguridad no puedo permitir que mis hilos carminen o vallan en vicicleta. (For safety reasons I cannot allow my children to bike or walk.)
- My child has walked to school since Kinder. We feel so lucky to live right near the school so that he gets this luxury.
- (Note next to "More than 20 minutes": An HR!).
- (Note next to Q. 11: he is only 4 yr).
- I wouldn't let my kids walk to or from school ever.
- My child is "healthy" and gets exercise other ways than walking home from school. The route is not safe for a 5 year old to walk unsupervised.
- (Note next to "Unhealthy": In the Texas heat walking nearly an hour home could be a health hazard.) In order to change or improve many of the topics listed above we would need to add another elementary school in Kennedale between Patterson and Delaney. If my children and I lived in the same neighborhood as the school I would certainly be more inclined to allow them to walk or ride their bikes weather permitting. At this time we live 2 miles away which is roughly a 40 minute walk to school. My children would need to take parts of Kennedale Sublett Rd. that do not have sidewalks. The most dangerous area being the portion of Kennedale Sublett Rd that runs along Emerald Hills Memorial Park Cemetery.

- The reasons my child doesn't walk home from school is safety. Drivers are not cautious. My #1 concern is abduction.
- Too far, no sidewalk, lots of traffic.
- (Note next to "Very Unhealthy": wrote in and checked a box that read "Could be deadly").
- (Note next to "Transit": Daycare bus).
- Kennedale needs sidewalks especially in school zones
- Would have to have a crossing guard at Treepoint and Pennsylvania to consider walking/riding to school.

C. Walking Audit Map




SAFE ROUTES TO SCHOOL PLANNING STUDY | KENNEDALE, TX
ARTHUR
BOWLES
CORRY A EDWARDS
Arthur Intermediate
MISTLETOE
MAGNOLIA
PAULA
TIMBERLINE
CRESTVIEW
REEVES
RUTH
HILLTOP
KENNEDALE
CLOVERLANE
Delaney Elementary
Kennedale ISD Administration
City Hall
TownCenter Park
Library
Police Department
3RD
4TH
MUNICIPAL
MAIN
SPILLER
SULPHUR
KENNEY
NEW HOPE
SHORT
1
2
3
4
A
B
C
Afternoon Observations Legend
Walking Groups
1
2
3
4
Traffic, Pedestrian, and Motorist Observation Areas
A, B, C
Intersections
North Central Texas Council of Governments
Spring 2017
0
0.03
0.06
Miles

D. Audit Tool (Checklist)

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

Traffic Signs & Speed Control	**Yes**	**No**	**N/A**	**Comment**
a. Is there a designated school speed zone? *(Identify the locations of the school zone signs on your map)*				If Yes, what is the speed limit? _____
b. Are there any issues with the school zone signs? ☐ Too close to school ☐ Too far from school ☐ Sign is faded or broken ☐ Sign is obstructed by vegetation ☐ Other (please explain)				
c. Are there School Crossing signs, flashing beacons, or 'No Parking' signs or pavement markings around the school? *(Identify on your map)*				
d. Are there currently other speed/traffic control measures used around the school (e.g., different pavement surfaces, speed bumps, or speed tables)?				
e. Are the traffic signs and speed control measures around the school adequate and effective?				

OTHER OBSERVATIONS:

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

Identify on your map the flow of vehicular and bus drop-off/pick-up traffic.

Parent & Bus Loading Areas	**Yes**	**No**	**N/A**	**Comment**
a. Are there signs indicating parent pick-up/drop-off areas?				
b. Are bus driveways physically separated from parent pick-up/drop-off areas?				
c. Is there a continuous sidewalk adjacent to the loading area(s) leading to the school entrance?				
d. Are sidewalks acceptable (e.g., are they wide enough to accommodate peak periods of pedestrian traffic, is the surface smooth, etc.)?				
e. Are there accessible ramps for wheelchairs, with a detectable warning surface?				
f. Do students have to cross parking lots or traffic lanes to get to the school from the loading area(s)?				
g. Do teachers or a safety patrol assist with the drop-off/pick-up process? Is this effective?				
h. Are loading areas well lit?				
i. Is parent loading occurring only in designated areas? If not, note the non-designated areas.				
j. *Does the designated parent loading area have an organized/moving queue? Or do parents seem to be stuck until the entire line moves?				
k. Does the parent loading/pick-up queue wrap out of the designated area, and impact adjacent streets?				
l. Are school buses staged single-file?				
m. If buses are "double-stacked" for loading areas, are measures taken for the safety of students needing to cross in front of or behind buses?				

**Questions as part of NCTCOG's Idle-Free School Zone Program.*

OTHER OBSERVATIONS:

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

From sidewalks in the public right-of-way, how do students walking and bicycling get to the school entrance from all directions? (Only evaluate those pedestrian and bicycle facilities on school property.)

Campus Sidewalks & Bicycle Facilities	**Yes**	**No**	**N/A**	**Comment**
a. Are school gates or fences appropriately located to provide direct and convenient access for pedestrians to and from the school grounds?				
b. Are pedestrians clearly directed to crossing points?				
c. Are crossing points for pedestrians properly signed and/or marked?				
d. Where it's necessary for students to cross the path of motor vehicles on the school grounds, are they assisted by such safety measures as crossing guards, safety patrols, raised or striped pedestrian walkways, etc?				
e. Are sidewalks acceptable (are they wide enough to accommodate peak periods of student traffic, is the surface smooth, etc.)?				
f. Are there any formal or informal off-street paths or cut-throughs ("goat trails") on the school grounds?				
g. Is there bicycle parking on the school site?				If Yes, how many spaces are there? _____ Does the bicycle parking appear to be in good condition? _____
h. Is the location of bicycle parking in reasonable proximity to the school entrance and along a sidewalk or bike path to the school?				
i. Is the bicycle parking area well-lit and in an area of good visibility?				

OTHER OBSERVATIONS:

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

Intersections

Intersection Cross Streets: _____

Issue	Yes	No	N/A	Comment
a. What is the traffic control device? (2-way stop, 4-way stop, traffic light, etc.)				
b. Are there pedestrian walk signals for all crossing directions?				
c. Does the push button work and is it reachable by a person in a wheelchair?				
d. Is there sufficient crossing time, and a countdown feature?				
e. Is there a crossing guard present to assist students with crossing the street?				
f. Are there accessible curb ramps for wheelchair access on all corners?				Number of curb ramps per corner: _____
g. Do the ramps have detectable warning strips?				
h. Presence and condition of the pedestrian landing area (5x5-ft. flat section at the top of the ramp).				
i. Are there painted crosswalks for all crossing directions?				
j. Are the curb ramps contained within the crosswalk markings?				
k. Are crosswalks wide enough to accommodate peak pedestrian traffic?				
l. Is the visibility of the crosswalks adequate during the day and night?				
m. Are there barriers present that could prevent a driver from seeing a child preparing to cross the street (e.g., utility boxes, vegetation, parked vehicles, signage, or fences)?				
n. Do cars park or wait, blocking the vision of other motorists, bicyclists, and pedestrians?				
o. Is the pedestrian crossing adequately lit?				
p. Do wide curb radii lengthen pedestrian crossing distances and encourage high-speed right turns?				
q. Do turning vehicles pose a hazard to pedestrians crossing the street?				

OTHER OBSERVATIONS: RECOMMENDATIONS:

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

Intersections and Crossings

Intersection Cross Streets: _____

Does the intersection or crossing present challenges for students walking to and from school, and why?

☐ Width of road

☐ Too many lanes

☐ Large number of cars

☐ Large number of turning vehicles

☐ Wide curb radii that lengthens crossing distances and encourages high-speed right turns

☐ High posted speed limit

☐ No crosswalk markings
Identify on map which crossing directions should have crosswalks to improve safety and identify a route to school

☐ Faded crosswalk marking

☐ Crosswalks are not wide enough to accommodate peak pedestrian traffic

☐ No curb ramp for wheelchair users
Identify on map which corners do not have curb ramps

☐ No tactile strip for vision-impaired pedestrians
Identify on map which corners do not have curb ramps with tactile strips

☐ No stop sign

☐ No traffic light

☐ No pedestrian signal on traffic light

☐ No pedestrian countdown on traffic light

☐ "Walk phase" of traffic light not long enough

☐ Crossing is not adequately lit

☐ Drivers exceed the posted speed limit

☐ Drivers do not yield to pedestrians

☐ Drivers don't come to a complete stop

☐ Drivers cannot see pedestrians at corners
What barriers are preventing them from seeing pedestrians (e.g., utility boxes, vegetation, parked cars, signage, or fences)?

☐ Other (please describe)

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

Streets

Street Name: _____

Posted Speed Limit: _____ School Zone Speed Limit (if applicable): _____ Number of Travel Lanes: ____

Relative Traffic Volume Level (*High, Medium, or Low): _____
**High* would refer to busy arterials, *Medium* to collectors or high volume residential streets, *Low* to quiet residential streets.

Issue	Yes	No	N/A	Comment
a. Are sidewalks present and continuous without gaps? *(If no, identify on map where sidewalks are missing)*				
b. Are sidewalks well maintained (free of cracks and holes, standing water, debris)?				
c. Are sidewalks obstructed (poles, vegetation, etc.)?				
d. Are sidewalks wide enough to accommodate peak periods of pedestrian traffic?				Sidewalk width: _____
e. Are there accessible ramps for wheelchairs?				
f. Are there any conflicts between bicycles and pedestrians on the sidewalks?				
g. Are the sidewalks adequately lit for pedestrians to see, be seen, and feel safe?				
h. Does the number of driveways intersecting sidewalks make the route dangerous or undesirable for pedestrian travel?				
i. Is there a buffer between the sidewalk and adjacent travel lane?				
j. What is the landscaping like? Is it conducive to promoting walking and biking? Does it block sidewalks or ability to see traffic?				
k. Is traffic speed or volume a problem for pedestrians? Please describe.				
l. Are there abandoned buildings or cars along the route to school?				
m. Does (actual or suspected) crime take place in the area?				
n. Do any homes have scary or loose dogs?				

OTHER OBSERVATIONS:

RECOMMENDATIONS:

WALKING AND BICYCLING SCHOOL SAFETY AUDIT

Name: _____ Date: _____ Time: _____

Pedestrian and Motorist Observed Behaviors

Location of Observation: _____

Number of Pedestrians Observed:

Students:

Other:

Number of Bicyclists Observed:

Students:

Other:

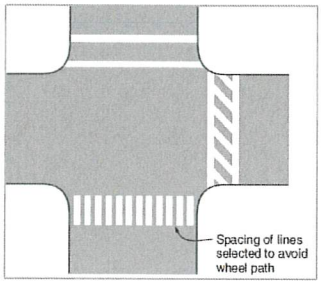
Issue	Yes	Location / Comment
Pedestrians walking in the street	☐	
Students running across the street	☐	
Children or adults not obeying crossing guards (if available)	☐	
Children entering the street or travel lanes from between parked cars, unaccompanied by adult	☐	
Students or other pedestrians cross the street at places other than marked crosswalks.	☐	If so, where?
Bicyclists do not follow proper traffic laws (e.g., stopping at traffic signals and stop signs)	☐	
Crossing guards promoting unsafe behaviors	☐	
Parent loading or unloading occurs in undesignated areas	☐	If so, where?
Parents park in areas designated as "No Parking"	☐	
Drivers stop or park, blocking crosswalks	☐	
Drivers not yielding to pedestrians in crosswalks?	☐	
Drivers not obeying crossing guards (if available)?	☐	
Speeding in the school zone	☐	
Distracted driving (e.g., talking on the phone or texting)	☐	
Did you witness any conflicts, collisions or near-collisions between motorists and pedestrians?	☐	
Are there any informal off-street paths or cut-throughs (i.e., "goat trails")?	☐	

OTHER OBSERVATIONS:

E. Engineering Improvements - Glossary

Crosswalks

Marked crosswalks alert drivers approaching and traveling through the intersection of the potential presence of pedestrians. Marked crosswalks also direct legal pedestrian movements to desirable crossing points (Texas MUTCD, Section 3B.18). Shown below clockwise from the top are the three primary types of crosswalk markings: transverse, diagonal, and longitudinal (also known as continental or ladder).

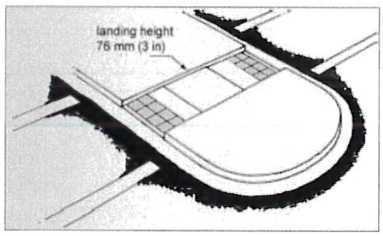


Source: Texas MUTCD

The types of crosswalk markings can be classified as basic or high visibility. Basic crosswalks consist of two transverse lines. High visibility markings consist of diagonal or longitudinal lines parallel to traffic flow with or without transverse lines. An FHWA study found that continental markings were detected at about twice the distance upstream as transverse markings during daytime conditions, which meant that drivers traveling at 30 mph had eight additional seconds of awareness of crossing pedestrians.[6] High-visibility crosswalk markings (such as longitudinal or continental markings) should be installed for all crosswalks at non-intersection locations, areas with lots of pedestrian traffic, and intersections with conflicts between vehicular and pedestrian movements.

Median Pedestrian Refuge Island

Refuge Islands provide pedestrians and bicyclists a refuge area within intersection and midblock crossings, and on wide thoroughfares, provide a location for pedestrians or bicyclists to wait partially through their crossing. They also break up crosswalks at complex multilane intersections into shorter and easier sections for pedestrians to cross. By reducing the crosswalk distance, refuge islands reduce pedestrian exposure to vehicle traffic, thereby improving safety and comfort (ITE, 2010, *Designing Walkable Urban Thoroughfares*).



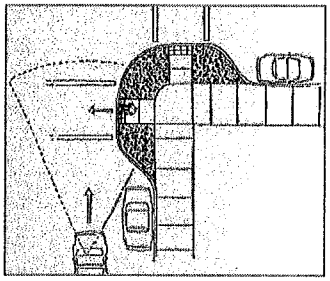
Source: FHWA, 2017

Curb Extensions

Also known as "bulb-outs", curb extensions extend the line of the curb into the traveled way, reducing the width of the street. Curb extensions not only shorten crossing distance and improve driver and pedestrian visibility, they

[6] Fitzpatrick, Kay; Chrysler, Susan T.; Iragavarapu, Vichika; & Sug Park, Eun. (2010). Crosswalk marking field visibility study. FHWA-HRT-10-068. *Federal Highway Administration*, McLean, VA.

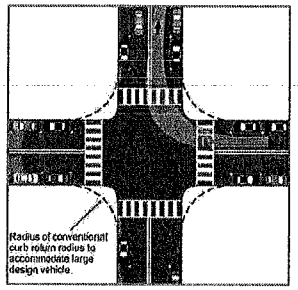
also prevent parking at intersection corners and near mid-block crosswalks (ITE, 2010, *Designing Walkable Urban Thoroughfares*).



Source: FHWA, 2017

Curb Return Radii

The curb return is the curved connection where the curbs of two streets intersect. The radius of the curve varies, with larger radii used to facilitate the turning of large trucks and buses. Larger radius corners increase the length of pedestrian crosswalks, and increase vehicular turning speeds. In designing the curb extensions at street and driveway intersections, the smallest practical curb-return radii should be used to increase motorist visibility of pedestrians waiting to cross the street, reduce pedestrian crossing distance, and reduce the speed of turning vehicles and severity of crashes if they occur. With smaller curb radii, the occasional turn made by large trucks can be accommodated with slower speeds and some encroachment into the opposing traffic lanes (ITE, 2010, *Designing Walkable Urban Thoroughfares*). The selection of curb radii ranging from 15 to 25 feet is preferable.



Source: Kimley-Horn and Associates, Inc.

ADA Curb Ramp

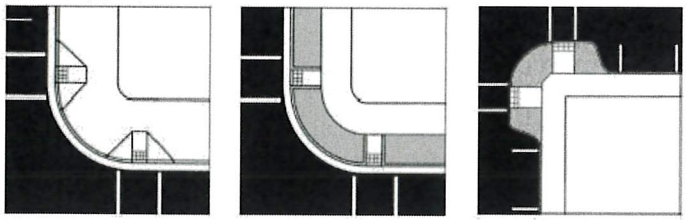
Two curb ramps should be installed at intersection corners whenever possible. Best practices for curb ramp design are as follows:[7]

- The ramp, or ramp run, must be at least 36 inches wide, not including flared sides.
- Ramp runs shall have a running slope not steeper than 1:12.
- There must be landings provided at the top of curb ramps. The length of the landing area must be 36 inches minimum, and the width at least as wide as the curb ramp, excluding flared sides.
- The ramp run must have detectable warnings (i.e., dome-shaped bumps) that extend the full width of the ramp and a minimum depth of 24 inches.
- Ramps must have flared sides if people are required to walk across them. Curb ramp flares shall not be steeper than 1:10.
- The curb ramp should be placed within the marked crosswalk.

[7] Texas Department of Licensing and Regulation. (2012, March 15). 2012 TAS (Texas Accessibility Standards). Texas Government Code, Chapter 469.
Civil Rights Division of the United States Department of Justice. (2007). The ADA Best Practices Tool Kit for State and Local Governments: Chapter 6, Curb Ramps and Pedestrian Crossings Under Title II of the ADA.

- The curb ramp should be aligned with the crosswalk, so there is a straight path of travel from the top of the ramp to the center of the roadway to the curb ramp on the other side.

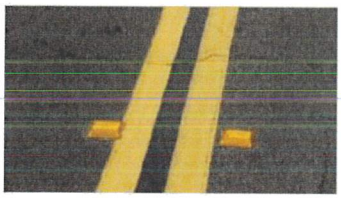
The following images from FHWA are examples of good design for perpendicular curb ramps—ramps that are generally perpendicular to the curb.



Source: FHWA (2001), Designing Sidewalks and Trails for Access.

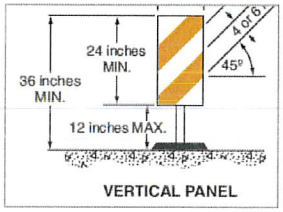
Lane Separators and Channelizing Devices

Lane separators are used to channelize road users (e.g., to divide opposing vehicular traffic lanes) (Texas MUTCD). For the purposes of this plan, the lane separator might consist of centerline striping, retroflective raised pavement markers, and a Turn sign (W1-1) with an advisory speed plaque (W13-1P) of 15 mph or less (or other speed as determined by an engineering study). Additional signs may be needed upon further study (e.g., Chevron Alignment signs (W1-8) or Stay in Lane sign (R4-9)). If, upon further evaluation, it is found that there is still a high risk of head-on collisions, additional lane separation measures may be considered, such as retroflective vertical panels.



Source: FHWA (2014)

Source: Texas MUTCD



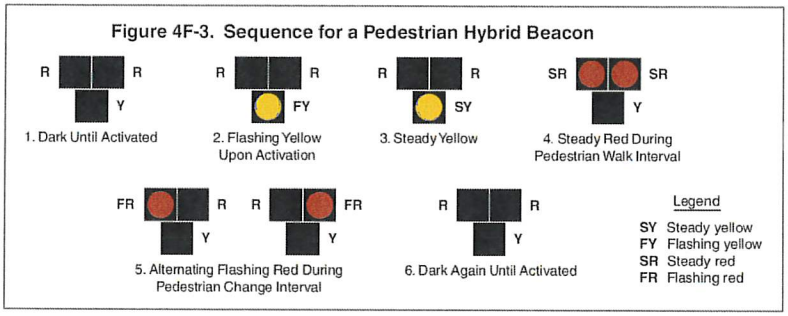
Source: Texas MUTCD

Pedestrian Hybrid Beacon

The pedestrian hybrid beacon (also known as the High intensity Activated crossWalK (or HAWK)) is a pedestrian-activated warning device located on the roadside or on mast arms over midblock pedestrian crossings. The pedestrian hybrid beacon is an intermediate option between the operational requirements and effects of a rectangular rapid flash beacon and a full pedestrian signal because it provides a positive stop control in areas without the high pedestrian traffic volumes that typically warrant the installation of a signal. The installation of a pedestrian hybrid beacon has been shown to reduce pedestrian crashes by 69 percent, and total roadway crashes by up to 29 percent.[8]

[8] Federal Highway Administration. (2017). Pedestrian hybrid beacon. FHWA-SA-12-012. Retrieved from https://safety.fhwa.dot.gov/provencountermeasures/fhwa_sa_12_012.cfm

Source: City of Chula Vista, CA



Source: Texas MUTCD

School Signs that Meet Current MUTCD Standards (bright yellow-green)

Under the 2011 Texas Manual on Uniform Traffic Control Devices (MUTCD) all school warning signs, including any supplemental plaques, shall have a fluorescent yellow-green background with a black legend and border.

Existing Signs:

Fluorescent Yellow-Green Signs:

Fluorescent yellow-green signs are more conspicuous than standard yellow signs. As a result, drivers detect them from greater distances than standard yellow signs, enabling them to respond to situations earlier (i.e., slowing down or yielding to pedestrians). By alerting drivers sooner that special caution is needed, fluorescent yellow-green signs significantly improve the safety of students who walk and bicycle to school.[9]

No Parking Signs

Under Texas law, drivers may not park within 20 feet of a crosswalk at an intersection or within 30 feet on the approach to a stop sign or traffic control signal (Texas MUTCD). For the purposes of this plan, No Parking signs should be placed 20-30 feet from intersections, where indicated in the maps to do so. As an alternate to the use of arrows to show designated restriction zones, the Texas MUTCD gives the option that word messages such as HERE TO CORNER, THIS SIDE OF SIGN, or BETWEEN SIGNS may be used.

[9] American Traffic Safety Services Association. (2006). Putting safety in the Safe Routes to School Program: A school administrator's guide. Fredericksburg, VA.

Source: Texas MUTCD

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

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

SUBJECT
Financial Reports for the City - Jon Horton

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY
The report for December 2025 follows.

RECOMMENDATION
No Action Required

ATTACHMENTS

1.	03 December	03 December.pdf

CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended December 2025
EXECUTIVE OVERVIEW

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	Januray 20, 2026
SUBJECT	Monthly Financial Report for December 2025

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

Results through December represent 25% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date $1,825,0142; 30.4% of total budget; prior year receipts through December were 61.7% of budget
- ◊ Sales tax revenues received year-to-date $232,258; 6.4% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◊ General Fund expenditures year-to-date $3,159,034; 22.1% of total budget
- ◊ Fund Balance year-to-date is $4,309,232; 110.1 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ *Water service sales year-to-date $566,083; 13.1% of budget
- ◊ *Sewer service sales year-to-date $466,142; 20.1% of budget
- ◊ Utility Billing and Operations expenditures year-to-date $1,298,877.00; 24.5% of total budget

STORMWATER FUND (07)

- ◊ *Drainage fees year-to-date $46,388.11; 15.2% of budget
- ◊ Stormwater Fund expenditures year-to-date $69,296, 17.8% of total budget

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date $77,410; 7.4% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◊ *Rental fees for the Shopping Center year-to-date $38,408; 16% of budget
- ◊ EDC Operations expenditures year-to-date $330,556; 32% of budget
- ◊ EDC Town Shopping Center expenditures year-to-date $99,287; 9.7% of budget

*Indicates December activity was not available at time of publish

City of Kennedale, TX

Budget Report for Short Fiscals

Group Summary

For Fiscal: 2025-2026 Period Ending: 12/31/2025

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND						
Revenue						
00 - REVENUE	13,738,754.00	13,738,754.00	1,851,618.25	2,849,970.11	-10,888,783.89	20.74%
Revenue Total:	**13,738,754.00**	**13,738,754.00**	**1,851,618.25**	**2,849,970.11**	**-10,888,783.89**	**20.74%**
Expense						
01 - CITY MANAGER	868,803.00	868,803.00	99,172.89	200,699.55	668,103.45	23.10%
02 - MAYOR AND COUNCIL	211,550.00	211,550.00	21,070.63	27,487.13	184,062.87	12.99%
03 - CITY SECRETARY	0.00	0.00	-9,744.47	0.00	0.00	0.00%
04 - MUNICIPAL COURT	332,256.00	332,256.00	18,926.33	61,277.55	270,978.45	18.44%
05 - HUMAN RESOURCES	0.00	0.00	-12,770.12	0.00	0.00	0.00%
07 - FINANCE	663,130.00	663,130.00	28,666.53	140,349.28	522,780.72	21.16%
09 - POLICE	4,002,396.00	4,002,396.00	438,913.25	964,577.52	3,037,818.48	24.10%
10 - FIRE	3,303,998.00	3,303,998.00	247,586.50	768,796.10	2,535,201.90	23.27%
12 - COMMUNITY DEVELOPMENT	695,939.00	695,939.00	34,137.25	76,441.53	619,497.47	10.98%
16 - SENIOR CITIZEN CENTER	60,850.00	60,850.00	4,410.81	11,202.89	49,647.11	18.41%
17 - LIBRARY	560,637.00	560,637.00	37,551.83	112,409.19	448,227.81	20.05%
18 - COMMUNICATIONS	19,900.00	19,900.00	1,711.59	2,342.14	17,557.86	11.77%
20 - PUBLIC WORKS	2,087,877.00	2,087,877.00	88,493.91	306,456.34	1,781,420.66	14.68%
90 - NON DEPARTMENTAL	1,483,723.00	1,483,723.00	116,762.73	486,994.25	996,728.75	32.82%
Expense Total:	**14,291,059.00**	**14,291,059.00**	**1,114,889.66**	**3,159,033.47**	**11,132,025.53**	**22.10%**
Fund: 01 - GENERAL FUND Surplus (Deficit):	**-552,305.00**	**-552,305.00**	**736,728.59**	**-309,063.36**	**243,241.64**	**55.96%**
Fund: 02 - GENERAL DEBT SERVICE FUND						
Revenue						
00 - REVENUE	2,946,276.00	2,946,276.00	582,153.19	814,912.78	-2,131,363.22	27.66%
Revenue Total:	**2,946,276.00**	**2,946,276.00**	**582,153.19**	**814,912.78**	**-2,131,363.22**	**27.66%**
Expense						
21 - DEBT SERVICE	2,732,972.00	2,732,972.00	0.00	0.00	2,732,972.00	0.00%
Expense Total:	**2,732,972.00**	**2,732,972.00**	**0.00**	**0.00**	**2,732,972.00**	**0.00%**
Fund: 02 - GENERAL DEBT SERVICE FUND Surplus (Deficit):	**213,304.00**	**213,304.00**	**582,153.19**	**814,912.78**	**601,608.78**	**382.04%**
Fund: 04 - CAPITAL PROJECTS FUND						
Revenue						
00 - REVENUE	127,950.00	127,950.00	13,362.44	43,493.99	-84,456.01	33.99%
Revenue Total:	**127,950.00**	**127,950.00**	**13,362.44**	**43,493.99**	**-84,456.01**	**33.99%**
Expense						
00 - REVENUE	104,475.00	104,475.00	0.00	0.00	104,475.00	0.00%
Expense Total:	**104,475.00**	**104,475.00**	**0.00**	**0.00**	**104,475.00**	**0.00%**
Fund: 04 - CAPITAL PROJECTS FUND Surplus (Deficit):	**23,475.00**	**23,475.00**	**13,362.44**	**43,493.99**	**20,018.99**	**185.28%**
Fund: 05 - CAPITAL REPLACEMENT FUND						
Revenue						
00 - REVENUE	154,200.00	154,200.00	12,002.24	35,937.75	-118,262.25	23.31%
Revenue Total:	**154,200.00**	**154,200.00**	**12,002.24**	**35,937.75**	**-118,262.25**	**23.31%**
Expense						
30 - VEHICLE/COMPUTER REPLACEMENT	4,650.00	4,650.00	2,335.00	2,995.00	1,655.00	64.41%
Expense Total:	**4,650.00**	**4,650.00**	**2,335.00**	**2,995.00**	**1,655.00**	**64.41%**
Fund: 05 - CAPITAL REPLACEMENT FUND Surplus (Deficit):	**149,550.00**	**149,550.00**	**9,667.24**	**32,942.75**	**-116,607.25**	**22.03%**
Fund: 07 - STORMWATER UTILITY FUND						
Revenue						
00 - REVENUE	345,200.00	345,200.00	4,141.69	53,404.85	-291,795.15	15.47%

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue Total:	**345,200.00**	**345,200.00**	**4,141.69**	**53,404.85**	**-291,795.15**	**15.47%**
Expense						
35 - STORMWATER UTILITY FEE	389,872.00	389,872.00	28,617.09	69,295.75	320,576.25	17.77%
Expense Total:	**389,872.00**	**389,872.00**	**28,617.09**	**69,295.75**	**320,576.25**	**17.77%**
Fund: 07 - STORMWATER UTILITY FUND Surplus (Deficit):	**-44,672.00**	**-44,672.00**	**-24,475.40**	**-15,890.90**	**28,781.10**	**35.57%**
Fund: 10 - WATER/SEWER FUND						
Revenue						
00 - REVENUE	19,004,691.00	19,004,691.00	136,222.60	1,267,780.99	-17,736,910.01	6.67%
Revenue Total:	**19,004,691.00**	**19,004,691.00**	**136,222.60**	**1,267,780.99**	**-17,736,910.01**	**6.67%**
Expense						
36 - WATER/SEWER	17,981,739.00	17,981,739.00	555,195.71	1,434,799.19	16,546,939.81	7.98%
90 - NON DEPARTMENTAL	889,139.00	889,139.00	70,806.35	235,312.95	653,826.05	26.47%
Expense Total:	**18,870,878.00**	**18,870,878.00**	**626,002.06**	**1,670,112.14**	**17,200,765.86**	**8.85%**
Fund: 10 - WATER/SEWER FUND Surplus (Deficit):	**133,813.00**	**133,813.00**	**-489,779.46**	**-402,331.15**	**-536,144.15**	**-300.67%**
Fund: 12 - COURT SECURITY FUND						
Revenue						
00 - REVENUE	0.00	0.00	643.70	1,766.65	1,766.65	0.00%
Revenue Total:	**0.00**	**0.00**	**643.70**	**1,766.65**	**1,766.65**	**0.00%**
Expense						
00 - REVENUE	18,146.00	18,146.00	0.00	0.00	18,146.00	0.00%
Expense Total:	**18,146.00**	**18,146.00**	**0.00**	**0.00**	**18,146.00**	**0.00%**
Fund: 12 - COURT SECURITY FUND Surplus (Deficit):	**-18,146.00**	**-18,146.00**	**643.70**	**1,766.65**	**19,912.65**	**-9.74%**
Fund: 13 - CAPITAL BOND FUND						
Revenue						
00 - REVENUE	356,600.00	356,600.00	63,935.61	124,765.33	-231,834.67	34.99%
Revenue Total:	**356,600.00**	**356,600.00**	**63,935.61**	**124,765.33**	**-231,834.67**	**34.99%**
Expense						
11 - CAPITAL PROJ-FIRE STATION	5,089,549.00	5,089,549.00	341,612.78	2,190,099.39	2,899,449.61	43.03%
43 - SAFE ROUTES TO SCHOOL	0.00	0.00	1,423.75	1,423.75	-1,423.75	0.00%
46 - 3 CTY ROAD/CIP 2008 & PRIOR	900,000.00	900,000.00	193,485.77	193,485.77	706,514.23	21.50%
51 - SONORA PARK	2,000,000.00	2,000,000.00	74,375.00	74,375.00	1,925,625.00	3.72%
Expense Total:	**7,989,549.00**	**7,989,549.00**	**610,897.30**	**2,459,383.91**	**5,530,165.09**	**30.78%**
Fund: 13 - CAPITAL BOND FUND Surplus (Deficit):	**-7,632,949.00**	**-7,632,949.00**	**-546,961.69**	**-2,334,618.58**	**5,298,330.42**	**30.59%**
Fund: 14 - PARK DEDICATION FUND						
Revenue						
00 - REVENUE	16,000.00	16,000.00	1,382.78	2,344.78	-13,655.22	14.65%
Revenue Total:	**16,000.00**	**16,000.00**	**1,382.78**	**2,344.78**	**-13,655.22**	**14.65%**
Expense						
51 - SONORA PARK	160,000.00	160,000.00	0.00	0.00	160,000.00	0.00%
Expense Total:	**160,000.00**	**160,000.00**	**0.00**	**0.00**	**160,000.00**	**0.00%**
Fund: 14 - PARK DEDICATION FUND Surplus (Deficit):	**-144,000.00**	**-144,000.00**	**1,382.78**	**2,344.78**	**146,344.78**	**-1.63%**
Fund: 15 - EDC4B FUND						
Revenue						
00 - REVENUE	1,438,223.00	1,438,223.00	92,089.89	170,583.55	-1,267,639.45	11.86%
Revenue Total:	**1,438,223.00**	**1,438,223.00**	**92,089.89**	**170,583.55**	**-1,267,639.45**	**11.86%**
Expense						
06 - ADMINISTRATION	1,210,257.00	1,210,257.00	69,038.37	397,318.29	812,938.71	32.83%
53 - TOWN SHOPPING CENTER	1,025,765.00	1,025,765.00	127.36	99,287.23	926,477.77	9.68%
Expense Total:	**2,236,022.00**	**2,236,022.00**	**69,165.73**	**496,605.52**	**1,739,416.48**	**22.21%**
Fund: 15 - EDC4B FUND Surplus (Deficit):	**-797,799.00**	**-797,799.00**	**22,924.16**	**-326,021.97**	**471,777.03**	**40.87%**

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 16 - COURT TECHNOLOGY FUND						
Revenue						
00 - REVENUE	0.00	0.00	528.20	1,446.05	1,446.05	0.00%
Revenue Total:	**0.00**	**0.00**	**528.20**	**1,446.05**	**1,446.05**	**0.00%**
Expense						
00 - REVENUE	13,202.00	13,202.00	0.00	0.00	13,202.00	0.00%
Expense Total:	**13,202.00**	**13,202.00**	**0.00**	**0.00**	**13,202.00**	**0.00%**
Fund: 16 - COURT TECHNOLOGY FUND Surplus (Deficit):	**-13,202.00**	**-13,202.00**	**528.20**	**1,446.05**	**14,648.05**	**-10.95%**
Fund: 18 - LOCAL YOUTH DIVERSION FUND						
Revenue						
00 - REVENUE	550.00	550.00	52.21	88.53	-461.47	16.10%
Revenue Total:	**550.00**	**550.00**	**52.21**	**88.53**	**-461.47**	**16.10%**
Expense						
56 - LOCAL YOUTH DIVERSION	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
Expense Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**10,000.00**	**0.00%**
Fund: 18 - LOCAL YOUTH DIVERSION FUND Surplus (Deficit):	**-9,450.00**	**-9,450.00**	**52.21**	**88.53**	**9,538.53**	**-0.94%**
Fund: 19 - MUNICIPAL COURT BUILDING SECURITY&TECHNOLOGY …						
Revenue						
00 - REVENUE	16,825.00	16,825.00	0.00	0.00	-16,825.00	0.00%
Revenue Total:	**16,825.00**	**16,825.00**	**0.00**	**0.00**	**-16,825.00**	**0.00%**
Expense						
04 - MUNICIPAL COURT	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
Expense Total:	**10,000.00**	**10,000.00**	**0.00**	**0.00**	**10,000.00**	**0.00%**
Fund: 19 - MUNICIPAL COURT BUILDING SECURITY&TECHNOLOGY …	**6,825.00**	**6,825.00**	**0.00**	**0.00**	**-6,825.00**	**0.00%**
Fund: 21 - TIF #1 (NEW HOPE) FUND						
Revenue						
00 - REVENUE	297,715.00	297,715.00	2,506.11	5,303.98	-292,411.02	1.78%
Revenue Total:	**297,715.00**	**297,715.00**	**2,506.11**	**5,303.98**	**-292,411.02**	**1.78%**
Expense						
06 - ADMINISTRATION	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00%
Expense Total:	**150,000.00**	**150,000.00**	**0.00**	**0.00**	**150,000.00**	**0.00%**
Fund: 21 - TIF #1 (NEW HOPE) FUND Surplus (Deficit):	**147,715.00**	**147,715.00**	**2,506.11**	**5,303.98**	**-142,411.02**	**3.59%**
Fund: 30 - HOTEL/MOTEL TAX FUND						
Revenue						
00 - REVENUE	29,750.00	29,750.00	497.90	840.47	-28,909.53	2.83%
Revenue Total:	**29,750.00**	**29,750.00**	**497.90**	**840.47**	**-28,909.53**	**2.83%**
Expense						
06 - ADMINISTRATION	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00%
Expense Total:	**20,000.00**	**20,000.00**	**0.00**	**0.00**	**20,000.00**	**0.00%**
Fund: 30 - HOTEL/MOTEL TAX FUND Surplus (Deficit):	**9,750.00**	**9,750.00**	**497.90**	**840.47**	**-8,909.53**	**8.62%**
Fund: 31 - POLICE SEIZURE FUND						
Revenue						
00 - REVENUE	9,150.00	9,150.00	48.91	64.09	-9,085.91	0.70%
Revenue Total:	**9,150.00**	**9,150.00**	**48.91**	**64.09**	**-9,085.91**	**0.70%**
Expense						
06 - ADMINISTRATION	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00%
Expense Total:	**32,000.00**	**32,000.00**	**0.00**	**0.00**	**32,000.00**	**0.00%**
Fund: 31 - POLICE SEIZURE FUND Surplus (Deficit):	**-22,850.00**	**-22,850.00**	**48.91**	**64.09**	**22,914.09**	**-0.28%**
Fund: 32 - LIBRARY BUILDING FUND						
Revenue						
00 - REVENUE	241.00	241.00	5.41	44.05	-196.95	18.28%

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue Total:	**241.00**	**241.00**	**5.41**	**44.05**	**-196.95**	**18.28%**
Fund: 32 - LIBRARY BUILDING FUND Total:	**241.00**	**241.00**	**5.41**	**44.05**	**-196.95**	**18.28%**
Fund: 34 - LEOSE FUND						
Revenue						
00 - REVENUE	3,790.00	3,790.00	9.68	16.42	-3,773.58	0.43%
Revenue Total:	**3,790.00**	**3,790.00**	**9.68**	**16.42**	**-3,773.58**	**0.43%**
Expense						
09 - POLICE	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00%
Expense Total:	**5,500.00**	**5,500.00**	**0.00**	**0.00**	**5,500.00**	**0.00%**
Fund: 34 - LEOSE FUND Surplus (Deficit):	**-1,710.00**	**-1,710.00**	**9.68**	**16.42**	**1,726.42**	**-0.96%**
Fund: 35 - DISASTER RECOVERY FUND						
Revenue						
00 - REVENUE	1,295,000.00	1,295,000.00	897.05	2,610.46	-1,292,389.54	0.20%
Revenue Total:	**1,295,000.00**	**1,295,000.00**	**897.05**	**2,610.46**	**-1,292,389.54**	**0.20%**
Expense						
06 - ADMINISTRATION	1,250,000.00	1,250,000.00	-20,334.84	67,109.91	1,182,890.09	5.37%
Expense Total:	**1,250,000.00**	**1,250,000.00**	**-20,334.84**	**67,109.91**	**1,182,890.09**	**5.37%**
Fund: 35 - DISASTER RECOVERY FUND Surplus (Deficit):	**45,000.00**	**45,000.00**	**21,231.89**	**-64,499.45**	**-109,499.45**	**-143.33%**
Fund: 40 - GRANT FUND						
Revenue						
10 - FIRE	0.00	0.00	580,000.00	580,000.00	580,000.00	0.00%
Revenue Total:	**0.00**	**0.00**	**580,000.00**	**580,000.00**	**580,000.00**	**0.00%**
Expense						
10 - FIRE	0.00	0.00	391,014.00	391,251.97	-391,251.97	0.00%
17 - LIBRARY	0.00	0.00	873.88	1,029.07	-1,029.07	0.00%
Expense Total:	**0.00**	**0.00**	**391,887.88**	**392,281.04**	**-392,281.04**	**0.00%**
Fund: 40 - GRANT FUND Surplus (Deficit):	**0.00**	**0.00**	**188,112.12**	**187,718.96**	**187,718.96**	**0.00%**
Fund: 41 - PARK REC/OTHER DONATION FUND						
Revenue						
00 - REVENUE	2,550.00	2,550.00	633.06	724.52	-1,825.48	28.41%
Revenue Total:	**2,550.00**	**2,550.00**	**633.06**	**724.52**	**-1,825.48**	**28.41%**
Expense						
09 - POLICE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00%
63 - BARK AT THE PARK	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00%
Expense Total:	**9,500.00**	**9,500.00**	**0.00**	**0.00**	**9,500.00**	**0.00%**
Fund: 41 - PARK REC/OTHER DONATION FUND Surplus (Deficit):	**-6,950.00**	**-6,950.00**	**633.06**	**724.52**	**7,674.52**	**-10.42%**
Fund: 45 - ROADWAY IMPACT FEE FUND						
Revenue						
00 - REVENUE	34,000.00	34,000.00	2,563.26	54,662.43	20,662.43	160.77%
Revenue Total:	**34,000.00**	**34,000.00**	**2,563.26**	**54,662.43**	**20,662.43**	**160.77%**
Expense						
71 - IMPACT FEE	157,525.00	357,525.00	8,960.27	26,880.81	330,644.19	7.52%
Expense Total:	**157,525.00**	**357,525.00**	**8,960.27**	**26,880.81**	**330,644.19**	**7.52%**
Fund: 45 - ROADWAY IMPACT FEE FUND Surplus (Deficit):	**-123,525.00**	**-323,525.00**	**-6,397.01**	**27,781.62**	**351,306.62**	**-8.59%**
Fund: 61 - WATER IMPACT FUND						
Revenue						
00 - REVENUE	19,000.00	19,000.00	473.38	3,870.72	-15,129.28	20.37%
Revenue Total:	**19,000.00**	**19,000.00**	**473.38**	**3,870.72**	**-15,129.28**	**20.37%**
Expense						
00 - REVENUE	30,000.00	30,000.00	2,500.00	7,500.00	22,500.00	25.00%
Expense Total:	**30,000.00**	**30,000.00**	**2,500.00**	**7,500.00**	**22,500.00**	**25.00%**
Fund: 61 - WATER IMPACT FUND Surplus (Deficit):	**-11,000.00**	**-11,000.00**	**-2,026.62**	**-3,629.28**	**7,370.72**	**32.99%**

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 62 - SEWER IMPACT FUND						
Revenue						
00 - REVENUE	20,000.00	20,000.00	275.93	495.13	-19,504.87	2.48%
Revenue Total:	**20,000.00**	**20,000.00**	**275.93**	**495.13**	**-19,504.87**	**2.48%**
Expense						
00 - REVENUE	60,000.00	60,000.00	5,000.00	15,000.00	45,000.00	25.00%
Expense Total:	**60,000.00**	**60,000.00**	**5,000.00**	**15,000.00**	**45,000.00**	**25.00%**
Fund: 62 - SEWER IMPACT FUND Surplus (Deficit):	**-40,000.00**	**-40,000.00**	**-4,724.07**	**-14,504.87**	**25,495.13**	**36.26%**
Fund: 83 - TREE REFORESTATION FUND						
Revenue						
00 - REVENUE	4,500.00	4,500.00	443.51	752.05	-3,747.95	16.71%
Revenue Total:	**4,500.00**	**4,500.00**	**443.51**	**752.05**	**-3,747.95**	**16.71%**
Fund: 83 - TREE REFORESTATION FUND Total:	**4,500.00**	**4,500.00**	**443.51**	**752.05**	**-3,747.95**	**16.71%**
Fund: 95 - EDC4B BOND RESERVE FUND						
Revenue						
00 - REVENUE	6,500.00	6,500.00	737.52	1,250.62	-5,249.38	19.24%
Revenue Total:	**6,500.00**	**6,500.00**	**737.52**	**1,250.62**	**-5,249.38**	**19.24%**
Fund: 95 - EDC4B BOND RESERVE FUND Total:	**6,500.00**	**6,500.00**	**737.52**	**1,250.62**	**-5,249.38**	**19.24%**
Report Surplus (Deficit):	**-8,677,885.00**	**-8,877,885.00**	**507,304.37**	**-2,349,067.25**	**6,528,817.75**	**26.46%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-552,305.00	-552,305.00	736,728.59	-309,063.36	243,241.64
02 - GENERAL DEBT SERVICE FUNI	213,304.00	213,304.00	582,153.19	814,912.78	601,608.78
04 - CAPITAL PROJECTS FUND	23,475.00	23,475.00	13,362.44	43,493.99	20,018.99
05 - CAPITAL REPLACEMENT FUNI	149,550.00	149,550.00	9,667.24	32,942.75	-116,607.25
07 - STORMWATER UTILITY FUND	-44,672.00	-44,672.00	-24,475.40	-15,890.90	28,781.10
10 - WATER/SEWER FUND	133,813.00	133,813.00	-489,779.46	-402,331.15	-536,144.15
12 - COURT SECURITY FUND	-18,146.00	-18,146.00	643.70	1,766.65	19,912.65
13 - CAPITAL BOND FUND	-7,632,949.00	-7,632,949.00	-546,961.69	-2,334,618.58	5,298,330.42
14 - PARK DEDICATION FUND	-144,000.00	-144,000.00	1,382.78	2,344.78	146,344.78
15 - EDC4B FUND	-797,799.00	-797,799.00	22,924.16	-326,021.97	471,777.03
16 - COURT TECHNOLOGY FUND	-13,202.00	-13,202.00	528.20	1,446.05	14,648.05
18 - LOCAL YOUTH DIVERSION FUI	-9,450.00	-9,450.00	52.21	88.53	9,538.53
19 - MUNICIPAL COURT BUILDING	6,825.00	6,825.00	0.00	0.00	-6,825.00
21 - TIF #1 (NEW HOPE) FUND	147,715.00	147,715.00	2,506.11	5,303.98	-142,411.02
30 - HOTEL/MOTEL TAX FUND	9,750.00	9,750.00	497.90	840.47	-8,909.53
31 - POLICE SEIZURE FUND	-22,850.00	-22,850.00	48.91	64.09	22,914.09
32 - LIBRARY BUILDING FUND	241.00	241.00	5.41	44.05	-196.95
34 - LEOSE FUND	-1,710.00	-1,710.00	9.68	16.42	1,726.42
35 - DISASTER RECOVERY FUND	45,000.00	45,000.00	21,231.89	-64,499.45	-109,499.45
40 - GRANT FUND	0.00	0.00	188,112.12	187,718.96	187,718.96
41 - PARK REC/OTHER DONATION	-6,950.00	-6,950.00	633.06	724.52	7,674.52
45 - ROADWAY IMPACT FEE FUND	-123,525.00	-323,525.00	-6,397.01	27,781.62	351,306.62
61 - WATER IMPACT FUND	-11,000.00	-11,000.00	-2,026.62	-3,629.28	7,370.72
62 - SEWER IMPACT FUND	-40,000.00	-40,000.00	-4,724.07	-14,504.87	25,495.13
83 - TREE REFORESTATION FUND	4,500.00	4,500.00	443.51	752.05	-3,747.95
95 - EDC4B BOND RESERVE FUND	6,500.00	6,500.00	737.52	1,250.62	-5,249.38
Report Surplus (Deficit):	**-8,677,885.00**	**-8,877,885.00**	**507,304.37**	**-2,349,067.25**	**6,528,817.75**

CITY OF KENNEDALE
FISCAL YEAR TO DATE SUMMARY BY FUND
THROUGH DECEMBER 31, 2025

Fund	**Beginning Balance as of 10/1/2025	FYTD Fiscal Activity	Ending Balance	Average Daily Annual Exp	Days of Fund Balance	Reserve %
01 - GENERAL FUND*	4,618,295	(309,063)	4,309,232	39,153.59	110.06	30%
02 - GENERAL DEBT SERVICE FUND	1,193,169	814,913	2,008,082			
04 - CAPITAL PROJECTS FUND	287,152	43,494	330,646			
05 - CAPITAL REPLACEMENT FUND	(47,238)	32,943	(14,295)			
07 - STORMWATER UTILITY FUND*	874,176	(15,891)	858,285	1,068.14	803.53	
10 - WATER/SEWER FUND*	18,959,298	(402,331)	18,556,967	51,187.27	362.53	99%
12 - COURT SECURITY FUND	19,767	1,767	21,534			
13 - CAPITAL BOND FUND	17,438,940	(2,334,619)	15,104,321			
14 - PARK DEDICATION FUND	280,168	2,345	282,512			
15 - EDC4B FUND*	2,325,542	(326,022)	1,999,520	6,126.09	326.39	89%
16 - COURT TECHNOLOGY FUND	16,655	1,446	18,101			
18 - LOCAL YOUTH DIVERSION FU	10,191	89	10,280			
19 - COURT BUILDING SECURITY & TECH	-	-	-			
21 - TIF #1 (NEW HOPE) FUND	249,818	5,304	255,122			
30 - HOTEL/MOTEL TAX FUND	93,152	840	93,992			
31 - POLICE SEIZURE FUND	2,441	64	2,505			
32 - LIBRARY BUILDING FUND	(816)	44	(772)			
34 - LEOSE FUND	1,889	16	1,906			
35 - DISASTER RECOVERY FUND	(1,260,448)	(64,499)	(1,324,948)			
40 - GRANT FUND	(183,152)	187,719	4,567			
41 - PARK REC/OTHER DONATION	5,840	725	6,565			
45 - ROADWAY IMPACT FEE FUND	357,888	27,782	385,670			
61 - WATER IMPACT FUND	95,571	(3,629)	91,942			
62 - SEWER IMPACT FUND	66,326	(14,505)	51,821			
83 - TREE REFORESTATION FUND	86,555	752	87,307			
85 - UNCLAIMED PROPERTY FUND	334	-	334			
95 - EDC4B BOND RESERVE FUND	143,938	1,251	145,188			
Report Surplus (Deficit):	**45,635,451**	**(2,349,067)**	**43,286,384**			

**Unaudited

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.3.a.

SUBJECT
Quarterly Investment Reports

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY

RECOMMENDATION
No Action Required

ATTACHMENTS

1.	Quarter 1 - December 31, 2025 Quarterly Investment Report	Quarter 1 - December 31, 2025 Quarterly Investment Report.pdf

City of

KENNEDALE

Texas

EST. 1887

YOU'RE HERE YOUR HOME

INVESTMENT REPORT

For The Quarter Ended

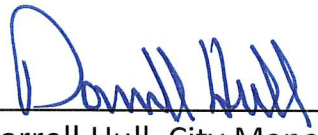
December 31, 2025

INVESTMENT REPORT

For The Quarter Ended December 31, 2025

The information within comprises the quarterly investment report for the City of Kennedale, Texas. The under-signed acknowledge that the City's investment portfolio has been and is in compliance with the policies and strategies contained in the City's Investment Policy as approved by City Council in September 2025 for the City of Kennedale and is also in compliance with the requirements of the Public Funds Investment Act of the State of Texas.

Jonathan Horton, Director of Finance



Darrell Hull, City Manager

City of Kennedale
Investment Report
For Quarter Ended December 31, 2025

This report presents an overview of the City's investment portfolio. It shows how the portfolio is structured and how it performed during the quarter.

Investment Objectives
The objectives of the City's investment policy are safety, liquidity, yield and public trust.

Authorized Investments
The City's Investment Policy allows various types of investments with varying maturity dates to diversify the funds invested. Following are the investment types allowed and the parameters for each.

INVESTMENT TYPES AND PARAMETERS – BOOK VALUE

Investment Types	Portfolio % Parameters	Portfolio % as of December 31, 2025
Bank Depository Accounts	--	1.30%
Certificates of Deposit	50%	1.63%
State of Texas Obligations/Agencies	100%	0.00%
State and Local Agency Coupons	25%	7.43%
Local Govt Investment Pools	100%	24.82%
Money Market Funds	100%	5.89%
Repurchase Agreements	50%	0.00%
US Treasury and Agency Callables	25%	0.00%
US Govt Agencies & Instruments	100%	9.70%
US Treasury Notes/Bills	100%	49.23%

Investment Portfolio Balance
The total book value of the City's portfolio at the end of the quarter was $45,855,747.

The City currently has investment products with five institutions: Frost Brokerage, BV Private Wealth, TexPool, LOGIC, and TexStar. The operating account, which is not interest bearing, is with Wells Fargo. The bulk of our tax deposits go directly into our account at TexPool. Funds are transferred to our operating account as-needed. TexStar and LOGIC serve as alternative pool accounts. Frost Brokerage holds a money market account fully invested in Fidelity's Government Money Market Fund, CUSIP FZBXX, and has a series of Treasury Bills (T-Bills). T-Bills are purchased in tranches, with staggered maturity dates, designed to shield the City against rate fluctuations. Every 90 days a tranche hits maturity, giving the City an option to

remove funds from the investment strategy without penalty. BV Private Wealth holds investments in twenty-four different bonds, six of which are Treasury Notes. The remaining bonds consist of US Government Agencies (7), Municipal Bonds (8), and Certificates of Deposit (3). Less than 80% of the bond portfolio will mature in 2026, 4% will mature in 2027, and the remaining is set to mature in 2028.

Details of the portfolio are presented in the following tables:

For the Quarter Ended 12/31/2025							
Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	$ 14,068,982.44	$ (4,747,428.37)	$ 113,040.39	$ 9,434,594.46	$ -	$ 9,434,594.46
TexStar	Pooled Funds	402,005.25	-	4,040.00	406,045.25	-	406,045.25
LOGIC	Pooled Funds	-	1,550,000.00	3,530.44	1,553,530.44	-	1,553,530.44
Frost Brokerage	Money Market	4,087.67	(3,968.41)	1,995.63	2,114.89	-	2,114.89
Frost Brokerage	Bonds	15,564,138.46	3,968.41	179,351.84	15,747,458.71	224,995.75	15,972,454.46
RW Baird & Co	Money Market	2,219,700.24	(2,220,911.73)	1,211.49	0.00	-	0.00
RW Baird & Co	Bonds	15,646,027.71	(15,666,177.71)	20,150.00	-	-	-
BV Private Wealth	Money Market	-	2,692,032.12	9,218.68	2,701,250.80	-	2,701,250.80
BV Private Wealth	Bonds	-	15,344,169.44	72,041.52	15,416,210.96	72,999.44	15,489,210.40
WF Operating	DDA	431,467.98	159,437.54	-	590,905.52	-	590,905.52
WF EHB Trust	DDA	103.99	3,529.00	2.71	3,635.70	-	3,635.70
Total Investment Activity		**$ 48,336,513.74**	**$ (2,885,349.71)**	**$ 404,582.70**	**$ 45,855,746.73**	**$ 297,995.19**	**$ 46,153,741.92**

Fiscal Year To Date 12/31/2025							
Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	$ 14,068,982.44	$ (4,747,428.37)	$ 113,040.39	$ 9,434,594.46	$ -	$ 9,434,594.46
TexStar	Pooled Funds	402,005.25	-	4,040.00	406,045.25	-	406,045.25
LOGIC	Pooled Funds	-	1,550,000.00	3,530.44	1,553,530.44	-	1,553,530.44
Frost Brokerage	Money Market	4,087.67	(3,968.41)	1,995.63	2,114.89	-	2,114.89
Frost Brokerage	Bonds	15,564,138.46	3,968.41	179,351.84	15,747,458.71	224,995.75	15,972,454.46
RW Baird & Co	Money Market	2,219,700.24	(2,220,911.73)	1,211.49	0.00	-	0.00
RW Baird & Co	Bonds	15,646,027.71	(15,666,177.71)	20,150.00	-	-	-
BV Private Wealth	Money Market	-	2,692,032.12	9,218.68	2,701,250.80		2,701,250.80
BV Private Wealth	Bonds	-	15,344,169.44	72,041.52	15,416,210.96	72,999.44	15,489,210.40
WF Operating	DDA	431,467.98	159,437.54		590,905.52	-	590,905.52
WF EHB Trust	DDA	103.99	3,529.00	2.71	3,635.70	-	3,635.70
Total Investment Activity		**$ 48,336,513.74**	**$ (2,885,349.71)**	**$ 404,582.70**	**$ 45,855,746.73**	**$ 297,995.19**	**$ 46,153,741.92**

The Wells Fargo Consolidated Operating Cash account is non-interest bearing.

Collateral

The City's depository bank shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required by the City's bank depository contract. The market value of the pledged collateral must be equal to or greater than 102% of the principal and accrued interest for cash balances in excess of the Federal Deposit Insurance Corporation (FDIC). The City receives a detailed collateral report each month.

The TexPool, TexStar, and LOGIC funds are collateralized at the entire fund level by the entities that manage the funds.

Upcoming Action

Frost Brokerage:

Continue to review maturing bonds as those funds relate to future cash needs. With a staggered maturity of 90 days, bonds will mature every quarter. Our next tranche maturity date is March 19, 2026. We will consider removing this tranche from our investment portfolio to support payments for the Public Safety facility remodel projects. This would bring over $2.2MM to our operating fund. This might be unnecessary if property tax revenue received in January covers capital expenses.

Baird:

We have closed our investment account with Baird. This entity will be removed from reporting going forward.

BV Private Wealth:

Over $1MM of the money market balance was used to purchase US Government Agency Bonds in the beginning of January. We will look to further invest the balance of the money market account into bonds with a maturity date beyond 1 year.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.1.

SUBJECT
Resolution R642- A Resolution of the City Council of the City of Kennedale, Texas, Calling for a General Election to be held on May 2, 2026, to elect the Mayor as well as City Council Places 2 and 4 for a Term of Two years, Approving entering into a Joint Election Agreement with Tarrant Councy Elections and Establishing Procdeures for the General Election.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	R642 Calling May 2026 General Election	R642 Calling May 2026 General Election.docx

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.1.

SUBJECT
Resolution R642- A Resolution of the City Council of the City of Kennedale, Texas, Calling for a General Election to be held on May 2, 2026, to elect the Mayor as well as City Council Places 2 and 4 for a Term of Two years, Approving entering into a Joint Election Agreement with Tarrant Councy Elections and Establishing Procdeures for the General Election.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	R642 Calling May 2026 General Election	R642 Calling May 2026 General Election.docx

RESOLUTION NO. R642

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2026; TO ELECT CITY COUNCIL MAYOR AND PLACES 2 AND 4 FOR A TERM OF TWO YEARS; APPROVING ENTERING INTO A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY ELECTIONS; ESTABLISHING PROCEDURES FOR THE GENERAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Kennedale Charter provides that city elections shall be held in accordance with laws of the State of Texas; and

WHEREAS, Section 41.001(a) (1-2) of the Texas Election Code establishes the first Saturday in May as a uniform election date for the purposes of conducting a General Election; and

WHEREAS, Section 3.004(b) of the Texas Election code provides that the governing body of a municipality shall be the authority to order a General Election for the purposes of electing members to the governing body; and

WHEREAS, the City will enter into a joint election agreement for general election services with Tarrant County pursuant to Texas Election Code Section 31.092 and 271.002.

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

SECTION 1. GENERAL ELECTION CALLED.

An election is hereby called to elect the offices of City Council Mayor and Places 2 and 4 to serve from May of 2026 until May of 2028, or until their successors are duly elected and qualified. The election shall be held on Saturday, May 2, 2026, between the hours of 7:00 a.m. and 7:00 p.m. Kennedale registered voters will utilize countywide "vote centers" for the election. The "vote centers" allow residents to vote at any polling location countywide on Election Day.

SECTION 2. JOINT ELECTION AGREEMENT APPROVED.

The City Manager is authorized to execute a Joint Election Agreement (the "Agreement") with Tarrant County for the purpose of having Tarrant County furnish all or any portion of the election services and equipment needed to conduct the election. The Agreement and election services provided therein shall conform to Chapter 31, Subchapter D of the Code

and other applicable statutes and laws. In the event of conflict between this resolution and the Agreement, the Agreement shall control.

SECTION 3. APPLICATION FOR PLACE ON BALLOT.

Qualified persons may file as candidates by filing applications in the office of the City Secretary from 8:00 a.m. to 5:00 p.m., Monday through Friday, from January 14, 2026 through February 13, 2026.

SECTION 4. EARLY VOTING.

a. **Early voting by personal appearance.** Early voting by personal appearance will be held jointly with other political subdivisions in Tarrant County beginning on April 20, 2026, and continue through April 28, 2026, at the locations established by Tarrant County on the dates and times as follows or may be amended by Tarrant County.

April 20 – April 24	8:00 A.M. – 5:00 P.M.
April 25	7:00 A.M. – 7:00 P.M.
April 26	11:00 A.M. – 4:00 P.M.
April 28	7:00 A.M. – 7:00 P.M.
April 29	7:00 A.M. – 7:00 P.M.

b. **Early Voting by Mail.** Tarrant County Elections Administrator, or his designee, is hereby designated as Early voting Clerk for the city's election. The Tarrant County Chief Elections Administrator may appoint other deputy early voting clerks as necessary. Applications for early voting by mail maybe delivered to the Chief Election Administrator beginning January 1, 2026, but not later than April 20, 2026. Applications for early voting by mail may be delivered not later than the close of business on April 20, 2026, to the Election Administrator in any of the following ways: via mail to Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas, 76111; via courier or hand delivery to Tarrant County Elections, 2700 Premier St., Fort Worth, Texas 76111.

Pursuant to House Bill 3107, the Early voting clerk's email address, phone number and internet website are as follows:

Early Voting Clerk
electionsinfor@tarrantcounty.com
817-831-8683
https://www.tarrantcounty.com/elections

c. **Early Voting Ballot Board.** Early voting, both by personal appearance and by mail, shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Agreement.

SECTION 5. APPOINTMENT OF ELECTION JUDGE AND ALTERNATE ELECTION JUDGE.

The Presiding Election Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Code.

SECTION 6. METHOD OF VOTING; COSTS.

The Joint Election Agreement shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures to conduct the election. All expenditures necessary for the conduct of the election, the purchase of materials thereof, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

SECTION 7. GOVERNING LAW AND QUALIFIED VOTERS.

The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

SECTION 8. PUBLICATION AND POSTING OF NOTICE OF ELECTION.

Notice of the election shall be given as required by Chapter 4 of the Code.

SECTION 9. NECESSARY ACTIONS.

The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 10. RUNOFF ELECTION.

The Council hereby orders that, following the canvass of the May 2, 2026 election, any runoff election required shall be held in accordance with Section 2.025(a) of the Code, and on a date as agreed to between the City of Kennedale and Tarrant County Elections Administration.

SECTION 11. EFFECTIVE DATE.

This resolution shall be effective upon its adoption.

PASSED AND APPROVED THIS 20th DAY OF JANUARY 2026.

APPROVED:

_____
MAYOR BRAD HORTON

[CITY SEAL]

ATTEST:

_____
CITY SECRETARY BARBARA DAHL

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY, CARVAN E. ADKINS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.2.

SUBJECT
December 16, 2025 City Council Minutes

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	December 16, 2025 City Council Regular Meeting Minutes- final	December 16, 2025 City Council Regular Meeting Minutes- final.docx

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | DECEMBER 16, 2025 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL
Mayor Brad Horton called the meeting to order at 5:30pm
Mayor Brad Horton- Present
Council Member Place 1- David Glover- Present
Council Member Place 2- Thelma Kobeck- Present
Mayor Pro Tem/ Place 3- Kenneth Michels- Present
Council Member Place 4- VACANT
Council Member Place 5- Jeff Nevarez- Present

All Council members were present constituting a quorum.

The City Manager, City Secretary, and various department directors were also present.

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."

Place 5 Nevarez offered the invocation, followed by Pledges to the American and Texas Flags led by Mayor Pro Tem Michels.

II. PUBLIC COMMENT

There was no public comment

III. PUBLIC HEARING Mayor Horton opened the Public Hearing at 5:31pm.

A. **PZ CASE #25-17** to conduct a public hearing and consider a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

Mayor Horton stated that it was his understanding that the developer is requesting a continuation to January 20th, 2026 in order to have additional time to meet with the community. The applicant, Bill Dahlstrom did speak and confirm that was accurate. Mr. Dahlstrom stated that they have been meeting with the neighbors and are making very good progress and they would like to continue working toward common ground.

Council Member Kobeck made a motion to grant the continuance to January 20, 2026
Council Member Nevarez 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

IV. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

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1. Updates from the City Council
   Council Member Glover expressed his appreciation for the opportunity to ring the bell for the Salvation Army over the weekend. He expressed his appreciation for the work that went into Hometown Christmas. He also ran the 5K for the Hometown Jingle Jog that benefited the Kennedale Education Foundation. He also attended the EDC meeting.

   Council Member Kobeck also stated kudos to the staff for putting on an amazing Hometown Christmas once again. Council member Kobeck stated that she enjoyed ringing the bell for the Mayors Red Kettle Challenge and she also shared that the preliminary numbers showed that we have raised over $1,126. This is not the final number and hopefully we will have them soon.

   Mayor ProTem Michels visited the new local food pantry, Fort Worth Hope. Hometown Christmas was a blast again this year. Mr. Michels also attended a workshop regarding budgets and balances. He also had the pleasure of laying wreaths at Emerald Hills for Wreathes Across America, followed by ringing the bell for the Red Kettle Challenge.

   Council Member Nevarez shared a story regarding the Christmas tree lighting on Hometown Christmas. There was an instant clear sky right before the tree lighting. It was a Christmas miracle. Mr. Nevarez, attended a finance class. Very lucky to have a great Finance Directors. Kudos to Jon Horton for all the work that he does. Happy Hanukkah to our Jewish friends.

   Mayor Horton wished everyone a very Merry Christmas and a Happy New Year. He also wished his mother, Carol Horton, a very happy 75th birthday.

2. Updates from the City of Kennedale City Manager
   City Manager Hull reported that Hometown Christmas was a great success.

Mr. Hull offered a special thanks to staff, council and community leaders Who helped in in making this such a great event. Mr. Hull gave an Additional shout out to Mayor ProTem Michels who continues to go above beyond to help with the setup and lights to make this happen.

Mr. Hull also announced there is a Community Survey that was mailed out. This information is of great value to this happen. We definitely want your input. Please reach out to us if you need one. There is a QR code, it is on the city website, its on all of our social media platforms, there are also paper copies are available at the library. We definitely want your input so we have direction as to how we move forward for the years to come.

Mr Hull also announced that the EDC will not meet this month but will reconvene in January.

3. Financial Report-
Finance Director Jon Horton gave his Finance Report.

Results through November represent 16.7% of the fiscal year.

GENERAL FUND (01)
◊ Property tax revenues received year-to-date $522,986; 8.7% of total budget; prior year receipts through October were 12.7% of budget
◊ Sales tax revenues received year-to-date $1,437; 0.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
◊ General Fund expenditures year-to-date $2,390,698; 16.7% of total budget
◊ Fund Balance year-to-date is $4,128,422; 105.4 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)
◊ *Water service sales year-to-date $315,592; 7.3% of budget
◊ *Sewer service sales year-to-date $234,063; 10.1% of budget
◊ Utility Billing and Operations expenditures year-to-date $882,828; 16.7% of total budget

STORMWATER FUND (07)
◊ *Drainage fees year-to-date $23,193; 7.6% of budget ◊ Stormwater Fund expenditures year-to-date $40,679, 10.4% of total budget

EDC FUND (15)

◊ Sales tax revenues received year-to-date $474; 0.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
◊ Rental fees for the Shopping Center year-to-date $38,408; 16% of budget
◊ EDC Operations expenditures year-to-date $328,380; 27.1% of budget
◊ EDC Town Shopping Center expenditures year-to-date $99,160; 9.7% of budget

*Indicates November activity was not available at time of publish

a. Capital Project Funding Allocations
In regards to items Little School Road Extension and the T3 Elevated Storage Tank, For the 2023 bond, we have moved T3 renovation and storage on that bond. 2023 it allows us for water and sewer infrastructure whereas 2024 doesn't. We to moved some of the road projects from 23 to 24 so that we can cover the T3 and the T4 renovations on the 2023 bond. The final item on the 2024 bond says TBD infrastructure. This is pending the vote on the Little School Road Extension. Also added is the capital expenditures that are part of the FY 26 budget.

B. CONSENT AGENDA

1. November 18, 2025 City Council Minutes

2. Interlocal Agreement with the Fort Worth Transportation Authority 2026 Trinity Metro

Council Member Glover made a motion to approve the Consent Agenda
Mayor ProTem Michels 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Ordinance #791 -PZ CASE #25-17 to consider and take action on a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

Council Member Kobeck made a motion to once again, grant the continuance to January 20, 2026
Mayor ProTem Michels 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

2. 2026-2027 TCAP- Texas Coalition for Affordable Power, Board of Directors Elections

   Council Member Nevarez wondered why this item was on the agenda as this not something that we have ever voted on. City Manager Hull explained that this was sent in for the agenda and if the council is not comfortable, that they do have not to vote as it is not a requirement. City Secretary, Barbara Dahl gave some background as to why this is on the agenda. TCAP board was unavailable to attend this council meeting, however, they will be at the February 2026 meeting to touch base and answer questions. The consensuses were that the Council does not feel like they have enough information at this time for a vote, but they are looking forward to having them join the City Council meeting in February. Hoping to to establish more of a working relationship with this entity.
   No official action was taken.

3. Kennedale FD Contract providing Fire and EMS Services to Tarrant County ESD1 - FY 2026
   City Manager Hull asked that the City Council Table this conversation due to the fact that is it still in negotiations. Fire Chief Peterson confirmed that this is a contract that we've had in previous years; however, due to the growth of Tarrant County, it is necessary to expand services. Chief Peterson stressed the fact that the City of Kennedale map remains unchanged. Council Member Nevarez asked if there was any truth to Tarrant County, in these negotiations, are trying to push out some of the smaller cities volunteer fire departments and replace them. Chief Peterson commented that this has occurred as they are putting paid firefighters into those facilities. ESD is becoming a paid fire department since hiring firefighters/paramedics.

   Council Member Nevarez made a motion to table this item
   Mayor ProTem Michels 2nd the motion
   No opposition, No Abstention
   The motion ***passed*** 4-0 unanimously

4. Consider the approval of the Little School Road Extension (Phase 1) Professional Service Agreement with Freese & Nichols

   Public Works director, Kristian Sugrim gave a brief presentation regarding the Little School Road Extension (Phase 1) Proposal. Back in 2023 Freese & Nichols did a proposal for a railroad crossing overhead from Kennedale Parkway to Dick Price Road. It was divided into phases.

Phase 1 design goes from Kennedale Parkway to New Hope Road. The Tarrant County Transportation Bond if 2021 provides $6.18 million dollars towards this project. The overall cost of the project is $38 million dollars. The actual cost from Freese & Nichols is $1.18 million.

Council member Glover reiterated to the council and those listening, that this was voted on by council to allocate those bond dollars to this project back in July/August, and that was just the next steps to getting the design completed and that Mr. Sugrim was not asking for additional funds.

Council Member Kobeck asked for clarification as to the location of the railroad crossing.

Sidney Green, Project Manager with Freese & Nichols, Inc. clarified this includes the portion over the railroad track Union Pacific Railroad.

Council Member Nevarez asked for a larger round-about for safety and traffic flow. Mr. Sugrim stated that we like the small one because a traffic calming device so people need to slow down. Council Glover stated a concern regarding the people who are pulling trailers going to the racetrack, might jump the curb, hence the need for a wider roundabout or a traffic light.

Mayor ProTem stated that there has been trouble in the past with vehicles breaking the concrete so a new design would be welcome.

Mr. Green stated that the initial contract does include a traffic analysis and they will make certain that safety, with a clear sight distance, will be considered.

Council Member Glover made a motion to approve the Little School Road Extension (Phase 1) Professional Service Agreement with Freese & Nichols
Council Member Nevarez 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

5. Consider the approval of Utility Improvements under the Inter-local Agreement with the City of Arlington.

Public Works Director, Kristian Sugrim gave a brief presentation. Mr. Sugrim stated that every year we normally need to do an upgrade as necessary for the distribution system. They are requesting that we install six double check valves within the distribution. Four of them being 8 inch and two of them being 12 inches. Mayor ProTem Michels questions the location of the water meter and wanted to make sure that we are not paying for water twice. The meter in question is on Wildcat Way and goes behind the High School near T4. Mr. Sugrim will look into this.

Council Member Nevarez made a motion to approve the interlocal agreement with the City of Arlington to improve our utility easements
Council Member Glover 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

6. Consider the approval of a Professional Services Agreement with Freese and Nichols for the Rehabilitation of T3 – Elevated Storage Tank.

   Public Works Director, Kristian Sugrim gave a brief presentation. Mr. Sugrim stated that we have not had any maintenance on that tank since it was installed. We have had lots of maintenance failures including water quality issues, settlement, cathode protection, as well as safety issues with the hood, vents and ladder. The tank is running at 3 million gallons in the summertime per day with those tanks. Its important that we are running at capacity for the City of Kennedale. We are hoping to have this rehab completed by the end of 2026.

   Council member Glover asked if this is just for the design quote phase and it has nothing to do with the actual rehab and labor for the actual construction. Mr. Sugrim answered "Yes". Council Glover clarified that this quote is worth $361,000, coming out of the T3 renovations fund from ARPA He asked what the construction will come in costing around $700,000? Mr. Surgrim stated like it would be around $2-4 million including this PSA.

   Finance Director Mr. Horton, clarified that we've identified $1.9 million for funding this project. We are looking at some cost savings as well.

   Mayor ProTem Michels asked when the tank would be worked on? Mr. Surgrim stated that it would be worked on after the high consumption between September and December.

Council Member Glover made a motion to approve a Professional Services Agreement with Freese and Nichols for the Rehabilitation of T3 – Elevated Storage Tank.
Council Member Kobeck 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

7. Procurement Policy Revision

   Finance Director Jon Horton gave a brief statement regarding the need for this revision. When Federal funds are involved, all procurement of goods and services will comply with federal procurement and contract requirements outlined. They must be followed for reimbursement from grant allocations originating from the Federal government.

Council Member Kobeck to approve the Procurement Policy Revision
Council Member Glover 2nd the motion
No opposition, No Abstention
The motion ***passed*** 4-0 unanimously

8. Appoint a City Council Member to the Municipal Animal Services Committee.
City Manager Hull explained that part of our agreement with the new Municipal Animal Services is to have one of our City Council members as well as a citizen to serve on their Municipal Animal Services Committee. Mr. Hull suggested that for tonight we select a Council Member to serve and then give us time to advertise for a community volunteer.

   Council Member Nevarez volunteered to serve on that committee. He stated that he represented Kennedale yesterday as they had an emergency meeting. They will meet once a quarter starting in January.

   Mayor ProTem Michels suggested that we set some type of term limits and coordinate this with the rest of the Boards and Commissions appoints in the fall. It was suggested to mirror the bylaws of their committee then we can reevaluate.

   Council Member Glover made a motion to Appoint Council Member Nevarez to the Municipal Animal Committee to be reviewed for appointment/reappointment when we vote on all the rest of the Boards and Commissions Memberships.
   Mayor ProTem Michels 2nd the motion
   No opposition, No Abstention
   The motion ***passed*** 4-0 unanimously

Council Member Nevarez made a motion to Adjourn
Council Member Kobeck 2nd the motion

VII. ADJOURNMENT Meeting adjourned at 6:23 p.m.

APPROVED: **ATTEST:**

MAYOR -BRAD HORTON *CITY SECRETARY- BARBARA DAHL*

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: DECEMBER 16, 2025

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.A.

SUBJECT
PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from "MF – MULTI-FAMILY" to a "PD – PLANNED DEVELOPMENT" for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY

SUMMARY

This zoning change request was heard by the Planning and Zoning Commission on July 25, 2024 where a recommendation to approve the request was sent to City Council. Subsequently, on November 19, 2024, Kennedale City Council held a public hearing in which many of the residents voiced their opposition to the rezone request. The motion to approve the zoning change request failed by a 3-2 vote.

After waiting the required year, the applicant returned on November 20, 2025 with the same zoning change request. The Planning and Zoning Commission voted unanimously to recommend approval of the rezone request with the condition that the applicant maintain an open line of communication with the surrounding parcel owners. The applicant will be giving a presentation detailing the changes that have been made since the case was presented in July 2024. Below is former Community Development Director Nathan's Gonzalez's summary and recommendation:

CURRENT STATUS OF PROPERTY

The subject property is approximately 10.27 acres and has been developed as the 287 Alta Landing Apartments. The current zoning for the property is MF-Multifamily District. The owners and applicant have requested a zoning change to a PD-Planned Development.

The property owners of Alta Landing requested a zoning change to a Planned Development in February 2024. The motion to approve failed by a vote of 2-2. A motion to deny was not given nor were there any motions to deny with or without prejudice. Before the case could be taken to the City Council for consideration, the applicants withdrew their request to have more time to speak with residents who previously voiced their opposition. The applicants have since held meeting with residents and have since revised their proposal to accommodate the wishes of neighboring residents. Carports previously proposed have been removed and the relocating of dumpster enclosures to the east side of the property, away from the bordering residents has been included as requested. The PD includes increased landscaping requirements as well as the guard rail addition.

STAFF REVIEW:

ZONING REVIEW

In the Spring of 2023, the City Council changed the maximum density from 16 units an acre to 8 units an acre in the MF-Multifamily District in the Spring of 2023. This in and of itself created a nonconformity regarding the density at Alta Landing which sits at 27 units an acre, meeting the

intent of an Urban Village envisioned by the city's adopted Future Land Use Plan. **To be clear, no new apartment units or buildings are being proposed**. The density noted in the PD Development Standards set the limit at what exists today at 27. Another benefit of the proposed rezoning is that the **PD would establish an adopted site plan that delineates the location of guard rails, the new dumpster enclosure locations, and required landscaping over and above what the current zoning district requires.** The rezone to a Planned Development would assist in addressing zoning nonconformities that exist at the location (density, building height, lot coverage) while at the same time improving the quality of life for residents who have noted their concerns.

LAND USE COMPATIBILITY

A point of discussion previously raised during the previous public hearing was the reasoning for wanting to rezone to PD. The proposed PD aims to improve compatibility with adjacent uses as noted in Section 9.1 of the Unified Development. A major complaint raised by nearby residents was the current location of the dumpsters and the noise the trash trucks create during pickup times. The current MF zoning does not include any requirements for refuse container locations. The UDC briefly discusses refuse containers in Section 10.11 but simply prohibits them located in a front or side yard and requires them to be screened from view. However, Planned Developments specifically prohibit waste receptacles to be placed along the perimeter of the PD as noted in Section 9.2 (D). If the PD is approved, the owners would be required to relocate the dumpsters. The site plan included within the PD would cement their locations via city ordinance.

Although it may not be preferable to some, multi-family residential and single-family residential are compatible with one another in that they are both residential uses by nature and by right. As the existing land use will remain the same, staff has found the proposed PD *consistent* with land use compatibility in the area.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan (FLUP) envision this part of town to be developed as an *Urban Village* (See Figure A). Sample development types include lofts/apartments, retail, restaurants, and plazas.

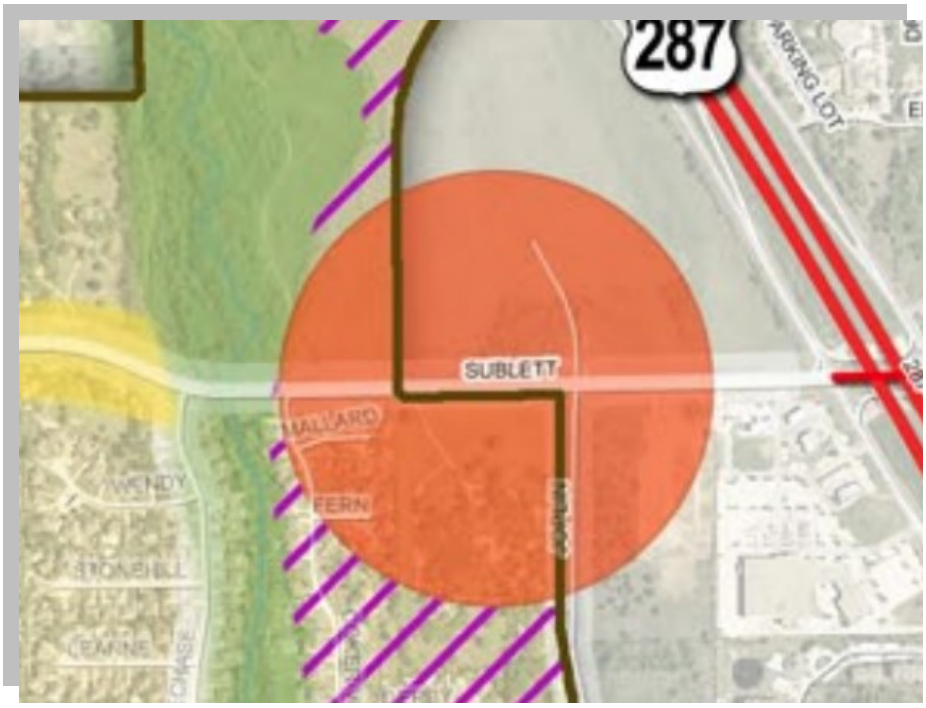


Figure A- Future Land Use Plan

Since the construction of Alta Landing, the urban village concept has taken shape in the built environment at this exact location, spurring the construction of nearby retail and restaurant uses.

The proposed rezoning is *consistent* with the Comprehensive Plan and Future Land Use Plan.

RECOMMENDATION

The applicant's request for a zoning change to "PD-Planned Development" is compatible with the existing land use and is consistent with the current Comprehension Plan, therefore staff has recommended approval.

Land Use Compatibility:	The requested change ***is compatible.***
Comprehensive Plan Consistency:	The requested change ***is consistent.***
Future Land Use Plan Consistency:	The requested change ***is consistent.***
Staff Recommendation:	***Approve***

ATTACHMENTS

1.	Zoning Application Form Signed	Zoning Application Form Signed.pdf
2.	Property Owner Affidavit Signed and Notarized	Property Owner Affidavit Signed and Notarized.pdf
3.	11.20.2025 - Publisher's Affidavit	11.20.2025 - Publisher's Affidavit.pdf
4.	3100 Joplin 200' Buffer Map	3100 Joplin 200' Buffer Map.png
5.	3100 Joplin 200' Address List	3100 Joplin 200' Address List.xlsx
6.	Address Labels	Address Labels.docx
7.	PZ Case 25-17 200' Buffer Letter	PZ Case 25-17 200' Buffer Letter.docx
8.	PZ Case 24-17 KISD 200' Buffer Letter	PZ Case 24-17 KISD 200' Buffer Letter.docx
9.	Project Narrative	Project Narrative.docx
10.	PD Development Standards Alta Landing	PD Development Standards Alta Landing.docx
11.	Alta Landing - Overall Planting Plan	Alta Landing - Overall Planting Plan.pdf
12.	Alta Landing Site Plan (12.4.25)	Alta Landing Site Plan (12.4.25).pdf

ORDINANCE NO. 25-791

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 10.2722 ACRES OF LAND SITUATED IN LOT 2R1 BLOCK 1 OF THE VAQUERO COKER ADDITION, LOCATED AT 100 JOPLIN RD., CITY OF KENNEDALE, TEXAS, FROM MULTIFAMILY DISTRICT "MF" TO "PD" PLANNED DEVELOPMENT IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Kennedale heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property described as approximately 10.2722 acres of land situated in Lot 2R1, Block 1, the Vaquero Coker Addition, commonly known as 3100 Joplin Rd., City of Kennedale, Texas, have filed an application to rezone the zoning from MF-Multifamily District to PD-Planned Development District; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on November 20, 2025, with respect to the proposed rezoning as described herein; and

WHEREAS, the City Council of the City held public hearings on December 22, 2025 and January 20, 2026, with respect to the proposed rezoning as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

An approximate 10.2722 acre tract of land situated in Lot 2R1 Block of the Vaquero Coker addition, located at 100 Joplin Rd., City of Kennedale, Tarrant County, Texas (the "Property"), as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from Multifamily District "MF" to "PD" Planned Development, in accordance with the City's Comprehensive Plan and specific requirements and exhibits incorporated herein.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, attached hereto as **Exhibit "B"**, are hereby approved and incorporated herein. The use of the Property described above shall be subject to the restrictions, terms, and conditions set forth in the Development Standards and the Site Plan; shall conform to the permitted standards and regulations of the Unified Development Code; and shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City.

Any further amendments to the permitted standards and regulations of the standards described herein shall require public
hearings and approval by the Planning and Zoning Commission and the City Council.

SECTION 4.

Development of the site shall be in conformance with the Site Plan depicted in **Exhibit "C"** and the Landscape Plan depicted in **Exhibit "D,"** attached hereto and incorporated herein, with substantial conformance to be determined by the Director of Community Development.

SECTION 5.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 6.

This Ordinance shall be cumulative of all provisions of the Unified Development Code, as amended, all other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3.10 of the Charter of the City.

SECTION 11

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THIS _____ DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY: _____
Carvan E. Adkins
City Attorney

EXHIBIT A
Legal Description and Location

Legal Description:

Lot 2R1 Block 1, Vaquero Cocker Addition

Location Description:

100 Joplin Road, Kennedale, Texas 76060

Being approximately 10.2722 acres along the west side of Joplin Road, approximately 315 feet south of Kennedale Sublett Road in the City.

Location Map:

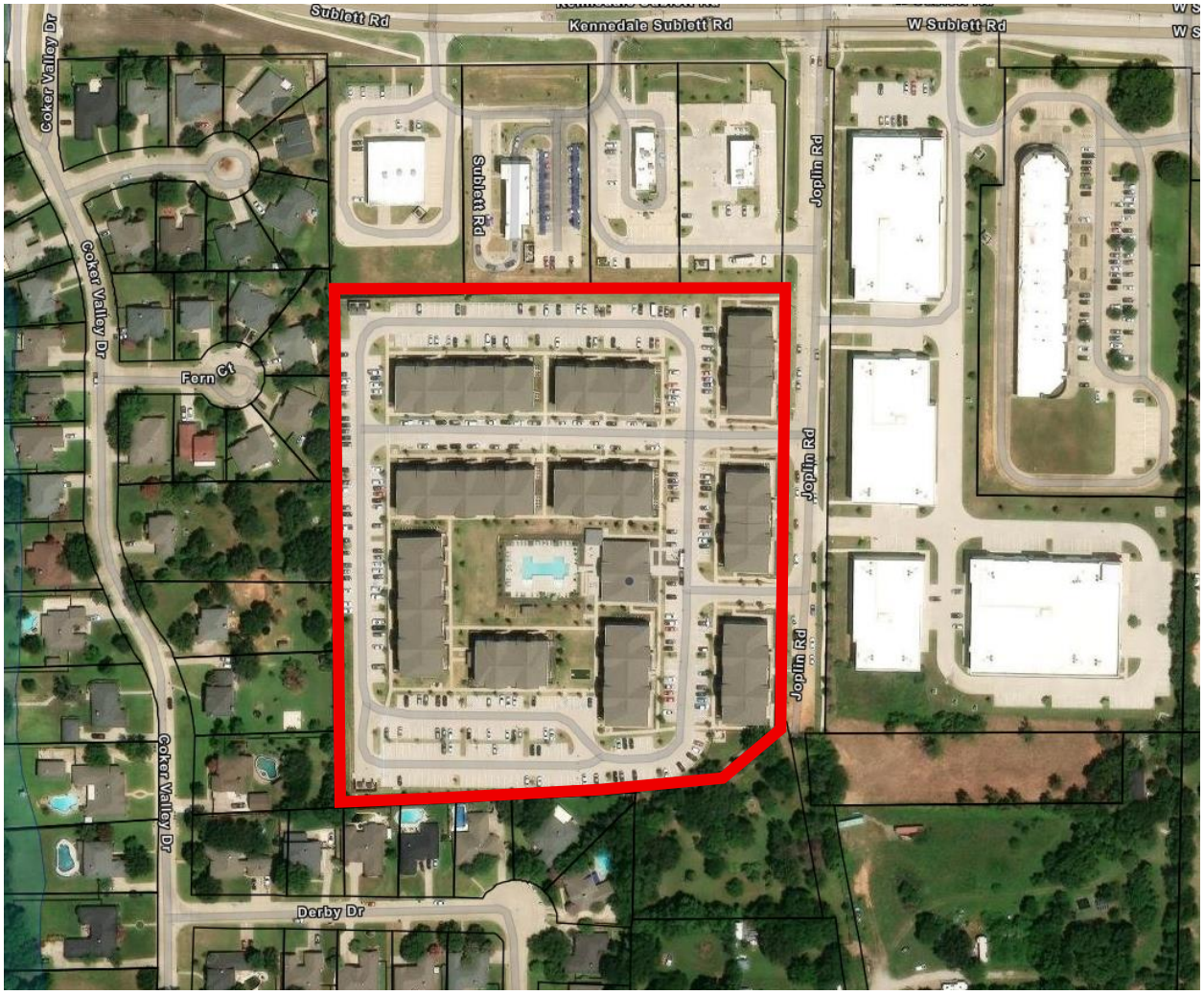


EXHIBIT "B"

DEVELOPMENT STANDARDS FOR MULTI-FAMILY (MF) RESIDENTIAL (PLANNED DEVELOPMENT)

Alta Landing is an existing multi-family community located on the west side of Joplin Road (3100 Joplin Road) in Kennedale, Texas ("Property").

The intent of these planned development district guidelines is to continue to promote a community that upholds and enhances the quality of the surrounding environment and to allow for additional conforming regulations and standards for the existing development. This community features high-quality apartments that are desirable in a higher-density residential area.

I. **Purpose.** This Property is designed to allow a multi-family development consisting of a maximum of 270 dwelling units in 10 apartment buildings with one accessory amenity center. The Property owner or Property management entity shall maintain all common areas, private fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance. All existing development on this property shall continue to be permitted by right. Any changes or modifications shall also adhere to these requirements.

II. **In General.** In the event of a conflict between this ordinance and the site and landscape plans, the site and landscape plans shall prevail.

III. **Permitted Uses.** Land use and structures shall comply with uses permitted for multi-family residential districts (MF) as depicted and shown in the attached exhibits and in Section 3 of the City of Kennedale's Unified Development Code ("UDC") except as detailed in this ordinance.

IV. Development Regulations.

A) Development Standards: All regulations and standards for the Property shall comply with standards set forth in this ordinance. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

1. The following standards shall apply to the Property:

	Development Standards
Base Zoning	PD
Uses	”MF” , Multi-Family Residential District uses
Lot size (Minimum)	No minimum.
Density (Maximum)	270 dwelling units
Dwelling Unit Size (Minimum)	
Efficiency	582 square feet
One-bedroom	723 square feet
Two-bedroom	1,112 square feet
Three-bedroom	1,520 square feet
Setbacks (Minimum)	As shown on Site Plan
Building Height (Maximum)	45 Feet
Building Stories (Maximum)	3
Building Height – Accessory (Maximum)	26 Feet
Building Stories – Accessory (Maximum)	1
Impervious coverage	75%
Minimum parking setback	30 Feet
Parking (minimum)	400 spaces

2. Setbacks are as shown on the site plan. No internal setbacks for the property apply.
   a. Stairwells along Joplin are permitted to encroach into the setback as shown on the site plan.

3. Parking and Loading:
   a. All off-street parking shall be located as depicted and shown in the attached exhibits.
   b. Loading zone requirements shall be excluded from the development.
   c. A multi-level parking structure shall not be permitted on site.
   d. Carports shall not be permitted on site.

4. Signage: The monument sign shall be located as depicted and shown on the Site Plan.

V. Design Standards.

A) Building Form Standards: All buildings constructed after the date of passage of this ordinance shall meet, at minimum, the building form and design standards outlined in the Unified Development Code at the time of adoption of this ordinance and be consistent with the existing structures. Existing structures are considered conforming in building form and design standards.

B) Fences/Walls/ Retaining Walls/ Guard Rails:

1. Fences, screen walls, retaining walls, and guard rails shown on the Site Plan shall be maintained by the owner.

2. All fencing and screening shall be consistent with the location as depicted in the attached exhibits. All fences, screen walls, retaining walls, and guard rails shall be allowed along the side and rear property lines and are not subject to any setback standards.

3. Two-foot extensions shall be added to the poles on the existing fence to create an eight-foot tall fence as shown on the Site Plan.

4. Guardrails shall be installed near the rear of the property as depicted and shown in the attached exhibits. The guardrail shall be installed within 6-months of the approval of this ordinance.

C) Landscaping: Landscaping shall conform to the Landscaping exhibit and must be maintained by the owner in a healthy growing condition. Additional trees shall be installed in the rear of the property as depicted and shown in the attached landscaping exhibit. The additional landscaping shall be installed no later than 6 months from the adoption of this ordinance. All site landscaping, including maintenance of the right-of-way, shall be maintained by the property owner.

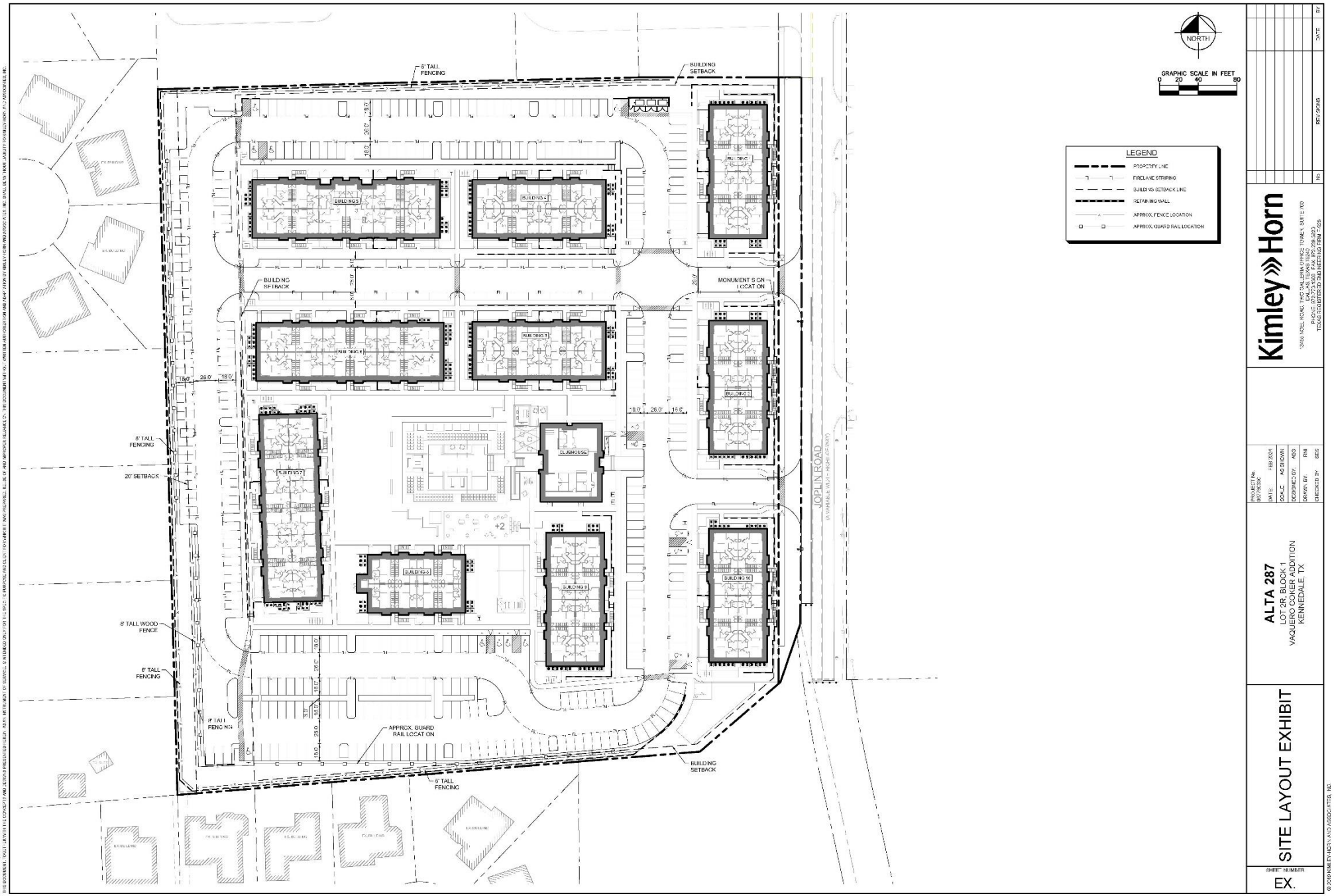
VI. Annual Meeting and Notices

A) Annual Meeting. Representatives from the Steeplechase Homeowners Association and the Property owner or the Property management entity shall meet annually on-site, unless both the Steeplechase Homeowners Association and the Property owner or Property management entity agree that such a meeting is not necessary.

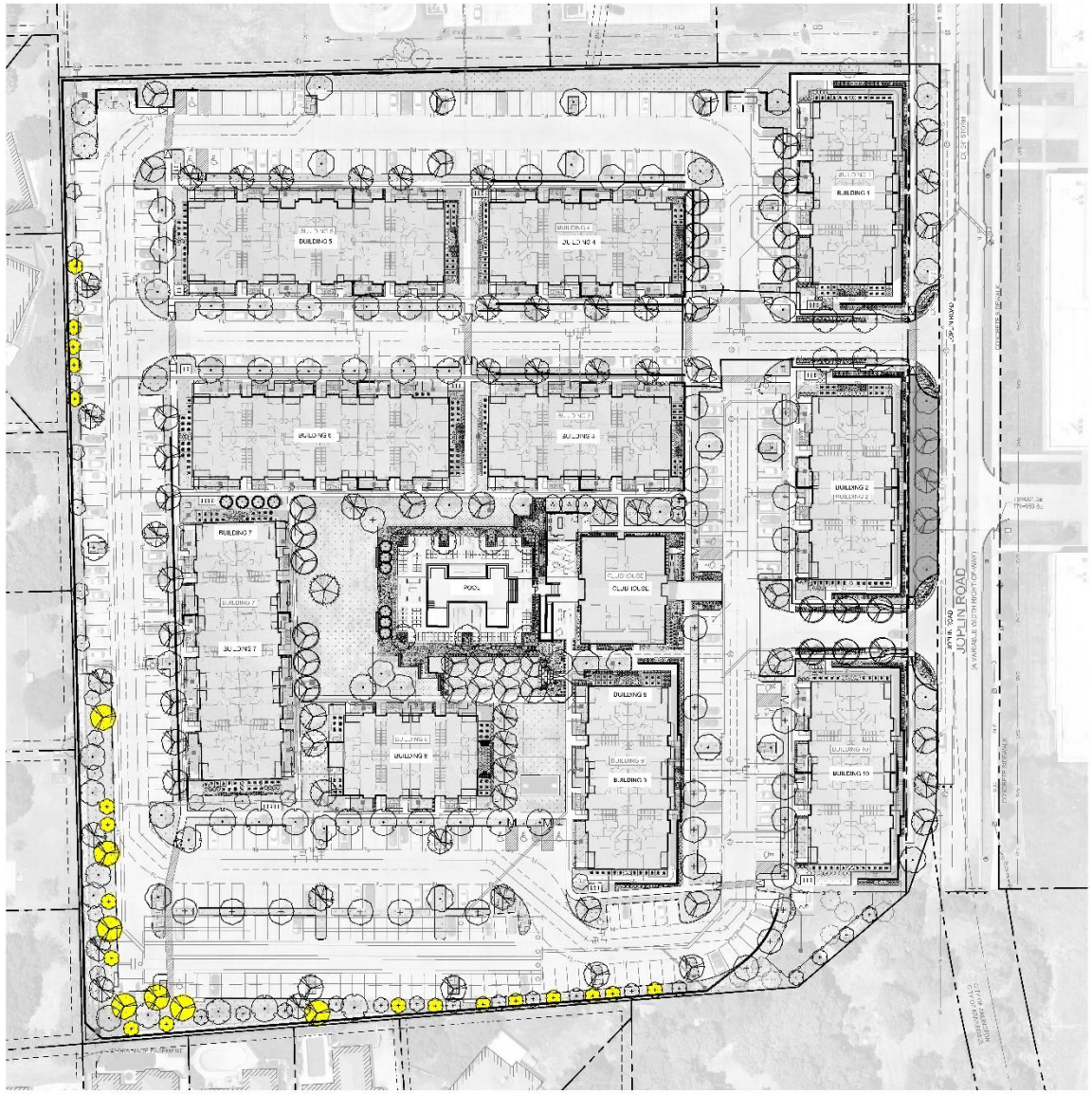
B) Notices. The Property owner or Property management entity will provide the Steeplechase Homeowners Association with at least thirty (30) days prior written notice before submitting an application to change or amend the zoning classification of the Property with the City of Kennedale.

EXHIBIT "C"

SITE PLAN



LANDSCAPE PLAN



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer barbatum 'Caddo' / Caddo Southern Sugar Maple
	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly
	Liquidambar styraciflua / American Sweet Gum
	Magnolia grandiflora 'TMGH' / Claret Southern Magnolia
	Pistacia texana / Texas Pistache
	Quercus macrocarpa / Burr Oak
	Quercus muehlenbergii / Chinkapin Oak
	Quercus polymorpha 'Blackjack' / Monterey Oak
	Quercus shumardii / Shumard Red Oak
	Quercus texana / Texas Red Oak
	Quercus virginiana / Southern Live Oak
	Taxodium distichum / Bald Cypress
	Ulmus alata / Winged Elm
	Ulmus crassifolia / Cedar Elm
	Ulmus parvifolia 'Allee' / Allee / Lacebark Elm
ORNAMENTAL TREES	BOTANICAL / COMMON NAME
	Cercis canadensis var. mexicana / Mexican Redbud
	Ilex vomitoria / Yaupon Holly
	Prunus caroliniana / Prunus Sumas

NOTE: PROPOSED TREES ILLUSTRATED ON THIS PLAN ARE A COMBINATION OF SOUTHERN LIVE OAKS AND YAUPON HOLLIES

PROPOSED TREE LOCATIONS

EXISTING TREE LOCATIONS

SCALE: 1" = 40'

0 20 40 80 100

ALTA Landing ▪ KENNEDALE, TX ▪ PLANTING OVERALL PLAN

PN8520063 | 10.21.2025 | WOOD PARTNERS

LandDesign.

Revised January 2023

Permit Number

APPLICATION
ZONING CHANGE

Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: $500.00 for properties less than 10 acres and $1,500.00 for 10 or more acres
- ☐ Project Narrative
- ☐ Concept Plan and any proposed elevations/floorplans

Applicant Information

Applicant Name: William S. Dahlstrom, Jackson Walker LLP

Applicant Title: Land Use Attorney

Applicant Address: 2323 Ross Avenue, Suite 600 Dallas, TX 75201

Applicant Phone: 214-953-5932 Applicant Email: wdahlstrom@jw.com

Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Address: 5440 Harvest Hill Road, Suite 206 Dallas, TX 75230

Owner Phone: 469-206-4572 Owner Email: ryan.miller@woodpartners.com

Property Information

Property Address: 3100 Joplin Road

Property Legal Description: Lot 2R, Block 1, Vaquero Coker Addition

Present Use of Property: Multi-family residential complex

Present Zoning of Property: Multi-Family (MF)

Desired Zoning of Property: Planned Development (PD)

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Signature of Applicant: _____ Date: 10.16.25

For Office Use Only

Completeness Check

Application form completely filled and signed?	☐ Yes	☐ No
Attached site plan?	☐ Yes	☐ No
Attached legal description of property?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign _____ **Date** _____

Preliminary Planning and Zoning Review

Current zoning: _____ **Proposed zoning:** _____

Required attachments are complete and correct?	☐ Yes	☐ No
Is proposed use permitted under requested zoning?	☐ Yes	☐ No

Sign _____ **Date** _____

City of KENNEDALE Texas EST. 1887

OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: 3100 Joplin Road

Legal Description: Vaquero Coker Addition, Block 1, Lot 2R

Applicant: Bill Dahlstrom, Jackson Walker LLP

Type of P&Z Request: Planned Development (PD) Zoning Request

I, Ryan Miller, current owner of the above mentiond property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Comission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: Ryan Miller, Alta 287 Owner, LLC

Owner Signature: [signature]

Date: 10/16/25

****

Sworn To and Subscribed before me by Ryan Miller

ON THIS 16th DAY OF October, 20 25

KATIE RAINWATER
Notary Public, State of Texas
Comm. Expires 05-30-2027
Notary ID 134382746

Katie Rainwater

Notary Public, Tarrant County, Texas

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
42572	IPL0286884	Legal Ad - IPL0286884	11 20 25 NOPH	1.0	48.0L

ATTENTION: CITY OF KENNEDALE IP
405 MUNICIPAL DR
KENNEDALE, TX 76060-2249
citysecretary@cityofkennedale.com;bdahl@cityofkennedale.com;tcox@cityofkennedale.com

City of kennedale
Notice of Public Hearing

The Kennedale PLANNING AND ZONING COMMISSION will hold a public hearing ON THURSDAY, November 20, 2025 AT 6:00 PM for the following caseS in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060, WITH A SUBSEQUENT PUBLIC HEARING for the caseS WILL BE HELD BY THE CITY OF KENNEDALE CITY COUNCIL ON december 16, 2025 AT 5:30 PM ALSO LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

PZ CASE #25-17 to conduct a public hearing and consider a proposed zoning change from “MF – multi-family” to a “pd – planned development” for the property located at 3100 Joplin RD, PARCEL 42979020, vaquero coker addition, block 1, lot 2r1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.
PZ CASE #25-18 to conduct a public hearing and consider a replat of the propertIES located at 116 brown lane, PARCEL 00241253, BOAZ, CA SUBD OF J B RENFRO Lot 6B1A & 6C3 AND 440 MANSFIELD CARDINAL RD, PARCEL 00241237, BOAZ, CA SUBD OF J B RENFRO Lot 6BOF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.
Interested persons are encouraged to attend the public hearings to offer public comments or provide written comments prior to the meeting to: community development department, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call (817) 985-2105
IPL0286884
Nov 2 2025

THE STATE OF TEXAS
COUNTY OF TARRANT

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

1.0 insertion(s) published on:
11/02/25 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Julie A Ambry

DIGITALLY SIGNED

Sworn to and subscribed before me on Nov 3, 2025, 9:53 AM EST

OFFICIAL SEAL
JULIE A AMBRY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 1010931
MY COMMISSION EXPIRES MAY 28, 2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

City of kennedale
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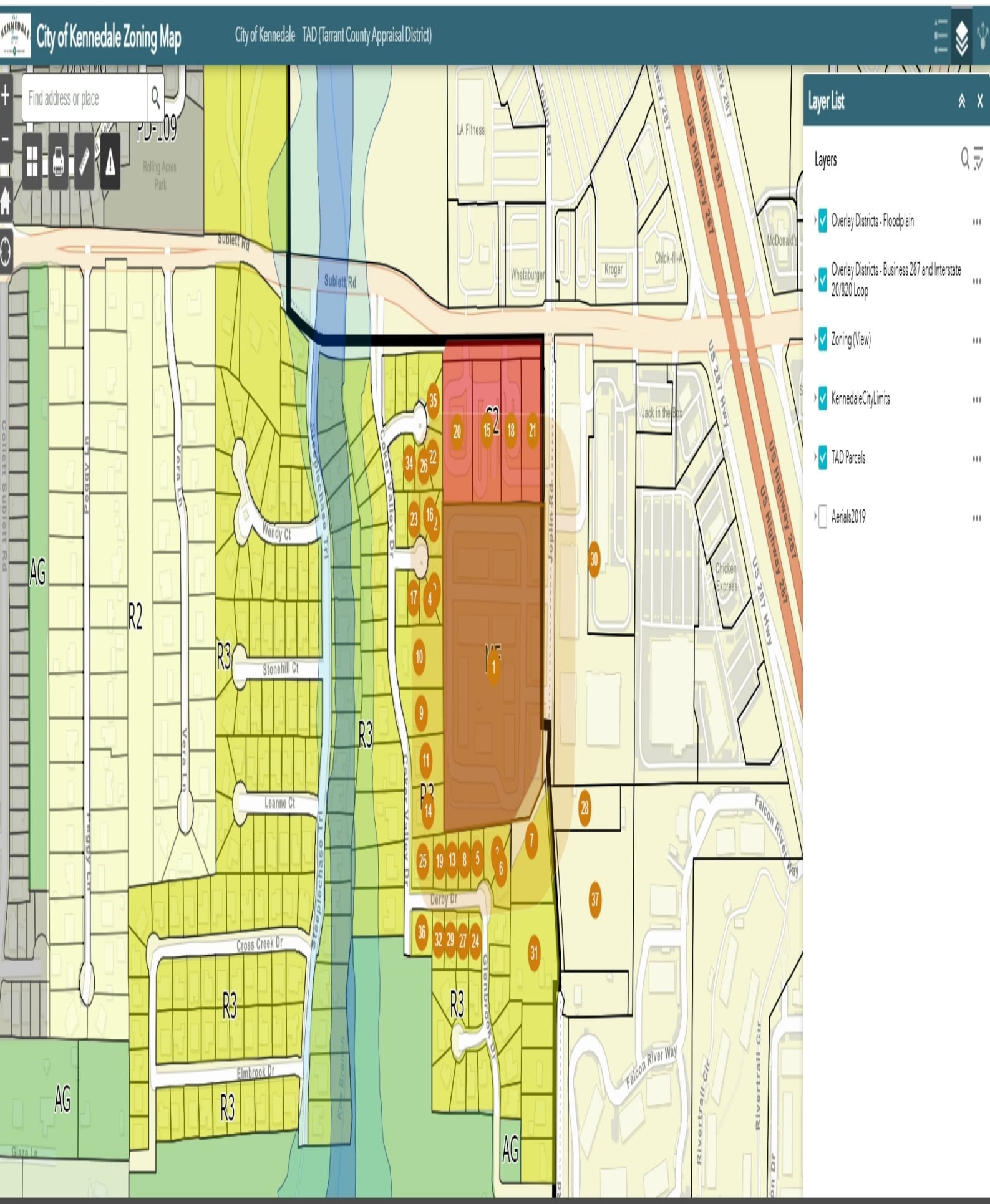
IPL0286884
Nov 2 2025


City of Kennedale Zoning Map
City of Kennedale TAD (Tarrant County Appraisal District)
Find address or place
Layer List
Layers
Overlay Districts - Floodplain
Overlay Districts - Business 287 and Interstate 20/820 Loop
Zoning (View)
KennedaleCityLimits
TAD Parcels
Aerials2019
PD-109
Rolling Acres Park
Sublett Rd
LA Fitness
Whataburger
Kroger
Chick-fil-A
McDonald's
Jack in the Box
Chicken Express
US Highway 287
US 287 Hwy
Joplin Rd
Collett Sublett Rd
Peggy Ln
Vera Ln
Steeplechase Trl
Cedar Valley Dr
Wendy Ct
Stonehill Ct
Leanne Ct
Cross Creek Dr
Elmbrook Dr
Derby Dr
Glenbrook Dr
Falcon River Way
Rivertrail Cir
Glaze Ln
AG
R2
R3
MF
DOWNLOAD CSV
1 Feet: 0.35 ALTA 287 OWNER LLC JOPLIN RD
2 Feet: 412.71 HARDY CORNELIUS R 1406 FERN CT
3 Feet: 416.14 LINDSAY CHRISTINA 1411 DERBY DR
4 Feet: 430.52 MCCARTNEY CLAIRE 1404 FERN CT
5 Feet: 436.61 MARTIN PRISCILLA 1409 DERBY DR
6 Feet: 449.88 FILOMENO AND DEBRA SAN... 416 GLENBROOK DR
7 Feet: 456.33 FILOMENO & DEBRA SANCH... 3208 HAWKINS JOPLIN RD
8 Feet: 464.03 RESTREPO FABIAN 1407 DERBY DR
ncident
TAD Parcels

displayname	owner address	city
5360 KENNEDALE ROAD LLC	PO BOX 440	SEDALIA
ALFORD PETER	1405 DERBY DR	KENNEDALE
ALTA 287 OWNER LLC	5440 HARVEST HILL RD STE 206	DALLAS
ATCHLEY WILLIAM	1400 FERN CT	KENNEDALE
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	KENNEDALE
CARRASCO THOMAS E	1403 DERBY DR	KENNEDALE
CONLIN MEREDITH	5807 VILLAGE GLEN TR	ARLINGTON
COOK DAHL B	1402 DERBY DR	KENNEDALE
DENNIS KENNETH D	5904 WILLOW VIEW	ARLINGTON
DREW ROBERT JR	1401 FERN CT	KENNEDALE
FILOMENO AND DEBRA SANCHEZ FAMILY TRUST	416 GLENBROOK DR	KENNEDALE
FARRELL TYLER B	1401 MALLARD CT	KENNEDALE
FLORES GILBERT	1409 MALLARD CT	KENNEDALE
GONZALEZ ELIAZAR	1405 MALLARD CT	KENNEDALE
HALL SHARON KAY	1402 MALLARD CT	KENNEDALE
HARDY CORNELIUS R	1406 FERN CT	KENNEDALE
HIVALE JOHN S	418 COKER VALLEY DR	KENNEDALE
KETNER RICHARD L II	1406 MALLARD CT	KENNEDALE
KREIGER VICTOR E	1402 FERN CT	KENNEDALE
LINDSAY CHRISTINA	1411 DERBY DR	KENNEDALE
LIZARRAGA RICHARD KEVIN	1405 FERN CT	KENNEDALE
M & K APARTMENTS INC	14311 BISCAYNE BLVD #2377	MIAMI
MARKS AL	408 COKER VALLEY DR	KENNEDALE
MARTIN PRISCILLA	1409 DERBY DR	KENNEDALE
MCCARTNEY CLAIRE	1404 FERN CT	KENNEDALE
MOORE LISA	1403 FERN CT	KENNEDALE
MOTT CARLOS	414 COKER VALLEY DR	KENNEDALE
MURPHY BRANDON J	3224 JOPLIN RD	KENNEDALE
NICHOLS MATTHEW B	410 COKER VALLEY DR	KENNEDALE
OWENS MILLIE D	1404 MALLARD CT	KENNEDALE
PEREZ DANIEL	1407 FERN CT	KENNEDALE
PISORS JONATHAN	1403 MALLARD CT	KENNEDALE
PS LPT PROPERTIES INVESTORS	701 WESTERN AVE	GLENDALE
RAMIREZ PATRICIA	2131 WATERFIELD CT	GRAND PRAIRIE
RESTREPO FABIAN	1407 DERBY DR	KENNEDALE
RIFFE JOHN	1407 MALLARD CT	KENNEDALE
SALEH NARMEEN AHMAD	1406 DERBY DR	KENNEDALE
SALOMON DEVELOPMENT CO LP	750 B STREET STE 3130	SAN DIEGO
SCHIED BRIAN A	1407 MALLARD CT	KENNEDALE
THE C.A. LAURITZEN III FAMILY TRUST	147 BEEDE WAY	ANTIOCH
WATSON MICHAEL	412 COKER VALLEY DR	KENNEDALE
WEINER STEVEN J	416 COKER VALLEY DR	KENNEDALE

state	zip	situsaddress
CO	80135	5360 KENNEDALE SUBLETT RD
TX	76060	1405 DERBY DR
TX	75230	JOPLIN RD
TX	76060	1400 FERN CT
TX	76060	1404 DERBY DR
TX	76060	1403 DERBY DR
TX	76016	JOPLIN RD
TX	76060	1402 DERBY DR
TX	76017	6309 JOPLIN RD
TX	76060	1401 FERN CT
TX	76060	416 GLENBROOK DR
TX	76060	1401 MALLARD CT
TX	76060	1409 MALLARD CT
TX	76060	1405 MALLARD CT
TX	76060	1402 MALLARD CT
TX	76060	1406 FERN CT
TX	76060	418 COKER VALLEY DR
TX	76060	1406 MALLARD CT
TX	76060	1402 FERN CT
TX	76060	1411 DERBY DR
TX	76060	1405 FERN CT
FL	33181	5330 KENNEDALE SUBLETT RD
TX	76060	408 COKER VALLEY DR
TX	76060	1409 DERBY DR
TX	76060	1404 FERN CT
TX	76060	1403 FERN CT
TX	76060	414 COKER VALLEY DR
TX	76060	3224 JOPLIN RD
TX	76060	410 COKER VALLEY DR
TX	76060	1404 MALLARD CT
TX	76060	1407 FERN CT
TX	76060	1403 MALLARD
CA	91201	6251 JOPLIN RD
TX	75052	1408 DERBY DR
TX	76060	1407 DERBY DR
TX	76060	1407 MALLARD CT
TX	76060	1406 DERBY DR
CA	92101	5320 KENNEDALE SUBLETT RD
TX	76060	1407 MALLARD CT
CA	94509	5350 KENNEDALE SUBLETT RD
TX	76060	412 COKER VALLEY DR
TX	76060	416 COKER VALLEY DR

5360 KENNEDALE ROAD LLC
PO BOX 440
SEDALIA, CO 80135

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THE C.A. LAURITZEN III FAMILY TRUST
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WEINER STEVEN J
416 COKER VALLEY DR
KENNEDALE, TX 76060

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

October 31, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on Thursday, November 20, 2025 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-17 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "MF – MULTI-FAMILY" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 3100 JOPLIN RD, PARCEL 42979020, VAQUERO COKER ADDITION, BLOCK 1, LOT 2R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, December 18, 2025, at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at least 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

October 31, 2025

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Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

Jackson Walker LLP

William S. Dahlstrom
(214) 953-5932
wdahlstrom@jw.com

October 17, 2025

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

RE: Project Narrative Letter
Planned Development Request
Alta Landing
3100 Joplin Road

Dear Mr. Hull:

Thank you and Mayor Horton for meeting with us to talk about Alta Landing at 3100 Joplin Road. Per that meeting, we are submitting an application, accompanying this letter, for a Planned Development (PD) District.

Alta Landing is an existing 270-unit, conveniently located multifamily development offering a well-amenitized, high-quality community. Amenities that enhance the living experience at Alta Landing include a swimming pool and tanning deck; an outdoor kitchen grill area and seating; outdoor firepit; dog park; 24/7 fitness center, social clubroom featuring a kitchen, arcade, large TV, and shuffleboard; Wi-Fi lounge space with reservable private office spaces and conference room; coffee bar; bike racks, and more.

It is our understanding, based on previous conversations with City Staff, that the community is considered nonconforming. As noted in our meeting, such a classification could result in significant consequences, and it is best for the property to conform to zoning standards. Therefore, we respectfully request approval of the PD Development Standards included with this application to bring the existing development into conformance.

We propose several modifications as part of our PD application, as shown in the included draft PD Development Standards. Additionally, as an enhancement to the site, we propose additional landscape plantings throughout the property as shown on the included Landscaping Plan.

The proposed PD conforms to the City's Comprehensive Plan and UDC as follows:

A. Conformance with the City's Comprehensive Plan: The proposal conforms with the City of Kennedale Comprehensive Plan's designation for this Property which is "Residential

(High Density)." The Comprehensive Plan notes, "This land use recognizes the need for housing at more affordable price points and to accommodate younger families and mature adults wishing to live in the community without the burden of maintaining a home and a yard. These units range from duplexes to apartment complexes." While the complex exceeds the Comprehensive Plan's recommendation of an 8 units per acre maximum, which was a change adopted after the complex was constructed, the current number of units and density level is appropriate for the site and represents a typical density level for a quality multifamily community located in a suburban location.

B. Appropriate location for MF District: The UDC provides that the MF District "is established to meet the needs for medium to high density residential development where such areas are suitable for higher impact development and higher volume traffic while encouraging the provision of conveniently located rental accommodations." The property is contiguous to retail centers to the north and east. Single family residential uses are to the south and west, so the existing multifamily development serves as a buffer between the higher intensity retail centers and the lower intensity single family residential uses. Further, access in and out of the property is via Joplin Road to W. Sublett Road, a divided Boulevard on the City's Future Transportation Plan. Traffic from the multifamily development cannot go directly through the adjacent single-family development.

C. Conformance with Section 9.1(B,) *Purpose,* in the in the Unified Development Code: The proposal meets Section 9.1(B) *Purpose* as follows:

1. *Encourage innovation in land development in terms of variety, design, layout, and type of structures constructed.*

The layout of Alta Landing presents a more urban-style design with shorter building setbacks along the street and street trees. Surface parking is thereby shielded from public view by being located behind the street-lined buildings, providing pedestrians along the public sidewalk with a more enjoyable experience.

7. *Promote efficient provision of public services and utilities.*

Locating a multi-family development on this site such as Alta Landing also provides a more efficient use of utilities and infrastructure by serving a greater number of residents at a single location, as opposed to serving a less dense and more spread-out development.

D. Conformance with Qualifying Conditions (9.2): The proposal conforms to the Qualifying Conditions in the UDC as follows:

1. *Unified Control. The development shall be under the control of one (1) owner or group of owners and shall be capable of being planned and developed as an integral unit.* The existing multifamily development is under one owner group.

2. <u>*Minimum Acreage*</u>. *The gross area of a tract of land to be developed in a Planned Development District shall be a minimum of five (5) acres.* The property consists of approximately 11 acres.
3. <u>*Recognizable Benefit.*</u> The proposal complies with at least four (4) of the Recognizable Benefit criteria outlined in the Unified Development Code including the following per Section 9.2(C):

2. Pedestrian/transit-oriented design with buildings oriented to the sidewalk and parking to the side or rear of the site;

The building edge of Alta Landing along Joplin Road runs close and parallel to the street and sidewalk, with off-street surface parking behind the front, street-facing buildings. This helps to foster a more pedestrian-friendly experience along the sidewalk in front of Alta Landing, with trees provided between the sidewalk and street, and views of the attractive buildings rather than a parking lot.

3. High quality architectural design beyond the site plan requirements of this article;

The buildings are constructed of a variety of high-quality materials, varying roof pitches, and architectural fenestration is provided through off-sets between the main portions of the building and balconies and patios.

4. Extensive landscaping beyond the site plan requirements of this article;

In addition to the extensive trees and landscaping currently provided on the site, we will plant additional trees above and beyond the minimum requirements, including along the fence lines of the single-family residential properties, helping beautify the property and provide much-welcomed shade to residents and visitors.

7. Provision of open space or public plazas or features;

The existing Alta Landing complex contains numerous amenities and generous open space which will remain within the property.

9. Effective transition between higher and lower density uses, and/or between non-residential and residential uses; or allowing incompatible adjacent land uses to be developed in a manner that is not possible using a conventional approach;

There are existing non-residential uses to the east, across Joplin Road, including intensive uses such as a grocery store, drive-through restaurants, and a car wash. Alta Landing is appropriately located between a single-family neighborhood and multiple commercial uses. There is an additional

car wash immediately to the north of the property; Alta Landing helps buffer the effects of the car wash towards several single-family homes to the west and south of the Property.

4. *Compatibility with Adjacent Uses*. The location of uses or structures that are of a significantly different scale or character than the abutting residential districts, such as access drives, parking areas, waste receptacles, swimming pools, tennis courts, and facilities of a similar nature, are not located near the perimeter of the PD so as to negatively impact the residential use of adjacent lands.

5. *Comprehensive Plan*. The proposed PD is consistent with the Comprehensive Plan as previously established.

E. Section 27.7 of the UDC provides Standards of Approval for a PD which the proposal satisfies:

A. *The proposed PD complies with the Intent and all Qualifying Conditions of Section 9.2, respectively*. We have established that the proposal complies with the Qualifying Conditions in Section 9.2.

B. *The uses conducted within the proposed PD, the PD's impact on the community, and other aspects of the PD are consistent with the Comprehensive Plan*. The existing development complies with the Future Land Use Plan which recommends "Residential (High Density)".

C. *The proposed PD shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment, and the capacity of public services and facilities affected by the development*. The existing development is compatible with the contiguous nonresidential uses and provides a buffer between those uses and the adjacent single family residential uses.

D. *The PD shall not change the essential character of the surrounding area*. The development is existing. No changes are proposed to the existing Alta Landing complex.

E. *The PD shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes, or glare*. Again, the property is currently developed with a high-quality multifamily community.

F. *The PD shall not place demands on public services and facilities in excess of current or anticipated future capacity*. No changes are proposed to the property, so there will be no increased demand on public services.

We trust that with the analysis above, we have demonstrated that the proposal is reasonable and supported under the City's Comprehensive Plan and UDC. We look forward to working with you and the City of Kennedale to resolve the zoning for Alta Landing.

Please let us know if you have further questions or need additional information.

Thank you again for your assistance.

Sincerely,

William S. Dahlstrom, FAICP, JD

ALTA LANDING
DEVELOPMENT STANDARDS FOR MULTI-FAMILY (MF) RESIDENTIAL
(PLANNED DEVELOPMENT)

Alta Landing is an existing multi-family community located on the west side of Joplin Road (3100 Joplin Road) in Kennedale, Texas ("Property").

The intent of these planned development district guidelines is to continue to promote a community that upholds and enhances the quality of the surrounding environment and to allow for additional conforming regulations and standards for the existing development. This community features high-quality apartments that are desirable in a higher-density residential area.

I. **Purpose.** This Property is designed to allow a multi-family development consisting of a maximum of 270 dwelling units in 10 apartment buildings with one accessory amenity center. The Property owner or Property management entity shall maintain all common areas, private fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance. All existing development on this property shall continue to be permitted by right. Any changes or modifications shall also adhere to these requirements.

II. **In General.** In the event of a conflict between this ordinance and the site and landscape plans, the site and landscape plans shall prevail.

III. **Permitted Uses.** Land use and structures shall comply with uses permitted for multi-family residential districts (MF) as depicted and shown in the attached exhibits and in Section 3 of the City of Kennedale's Unified Development Code ("UDC") except as detailed in this ordinance.

IV. **Development Regulations.**

A) Development Standards: All regulations and standards for the Property shall comply with standards set forth in this ordinance. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

1. The following standards shall apply to the Property:

	Development Standards
Base Zoning	PD
Uses	"MF" , Multi-Family Residential District uses
Lot size (Minimum)	No minimum.
Density (Maximum)	270 dwelling units
Dwelling Unit Size (Minimum)	
Efficiency	582 square feet
One-bedroom	723 square feet

Two-bedroom	1,112 square feet
Three-bedroom	1,520 square feet
Setbacks (Minimum)	As shown on Site Plan
Building Height (Maximum)	45 Feet
Building Stories (Maximum)	3
Building Height – Accessory (Maximum)	26 Feet
Building Stories – Accessory (Maximum)	1
Impervious coverage	75%
Minimum parking setback	30 Feet
Parking (minimum)	400 spaces

2. Setbacks are as shown on the site plan. No internal setbacks for the property apply.
   a. Stairwells along Joplin are permitted to encroach into the setback as shown on the site plan.

3. Parking and Loading:
   a. All off-street parking shall be located as depicted and shown in the attached exhibits.
   b. Loading zone requirements shall be excluded from the development.
   c. A multi-level parking structure shall not be permitted on site.
   d. Carports shall not be permitted on site.

4. Signage: The monument sign shall be located as depicted and shown on the Site Plan.

V. Design Standards.

A) Building Form Standards:. All buildings constructed after the date of passage of this ordinance shall meet, at minimum, the building form and design standards outlined in the Unified Development Code at the time of adoption of this ordinance and be consistent with the existing structures. Existing structures are considered conforming in building form and design standards.

B) Fences/Walls/ Retaining Walls/ Guard Rails:

1. Fences, screen walls, retaining walls, and guard rails shown on the Site Plan shall be maintained by the owner .

2. All fencing and screening shall be consistent with the location as depicted in the attached exhibits. All fences, screen walls, retaining walls, and guard rails shall be allowed along the side and rear property lines and are not subject to any setback standards.

3. Two-foot extensions shall be added to the poles on the existing fence to create an eight-foot tall fence as shown on the Site Plan.

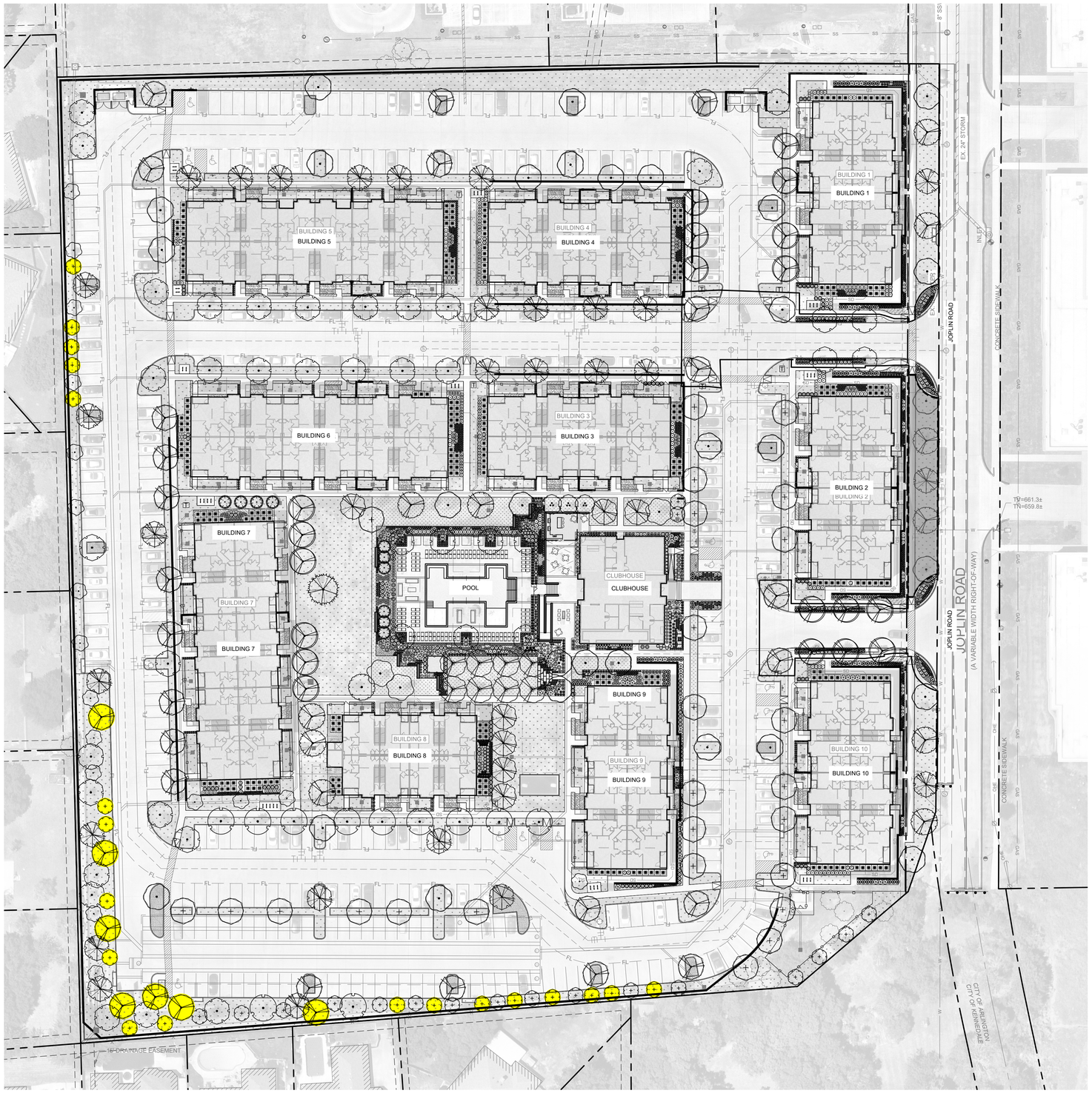
4. Guardrails shall be installed near the rear of the property as depicted and shown in the attached exhibits. The guardrail shall be installed within 6-months of the approval of this ordinance.

C) Landscaping: Landscaping shall conform to the Landscaping exhibit and must be maintained by the owner in a healthy growing condition. Additional trees shall be installed in the rear of the property as depicted and shown in the attached landscaping exhibit. The additional landscaping shall be installed no later than 6 months from the adoption of this ordinance. All site landscaping, including maintenance of the right-of-way, shall be maintained by the property owner.

VI. Annual Meeting and Notices

A) Annual Meeting. Representatives from the Steeplechase Homeowners Association and the Property owner or the Property management entity shall meet annually on-site, unless both the Steeplechase Homeowners Association and the Property owner or Property management entity agree that such a meeting is not necessary.

B) Notices. The Property owner or Property management entity will provide the Steeplechase Homeowners Association with at least thirty (30) days prior written notice before submitting an application to change or amend the zoning classification of the Property with the City of Kennedale.



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer barbatum `Caddo` / Caddo Southern Sugar Maple
	Ilex crenata `Sky Pencil` / Sky Pencil Japanese Holly
	Liquidambar styraciflua / American Sweet Gum
	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia
	Platanus mexicana / Mexican Sycamore
	Quercus macrocarpa / Burr Oak
	Quercus muehlenbergii / Chinkapin Oak
	Quercus polymorpha `Monterey` / Monterey Oak
	Quercus shumardii / Shumard Red Oak
	Quercus texana / Texas Red Oak
	Quercus virginiana / Southern Live Oak
	Taxodium distichum / Bald Cypress
	Ulmus alata / Winged Elm
	Ulmus crassifolia / Cedar Elm
	Ulmus parvifolia `Allee` / Allee Lacebark Elm
ORNAMENTAL TREES	**BOTANICAL / COMMON NAME**
	Cercis canadensis var. mexicana / Mexican Redbud
	Ilex vomitoria / Yaupon Holly
	Rhus lanceolata / Prairie Sumac

NOTE: PROPOSED TREES ILLUSTRATED ON THIS PLAN ARE A COMBINATION OF SOUTHERN LIVE OAKS AND YAUPON HOLLIES

PROPOSED TREE LOCATIONS

EXISTING TREE LOCATIONS

SCALE: 1"=40'

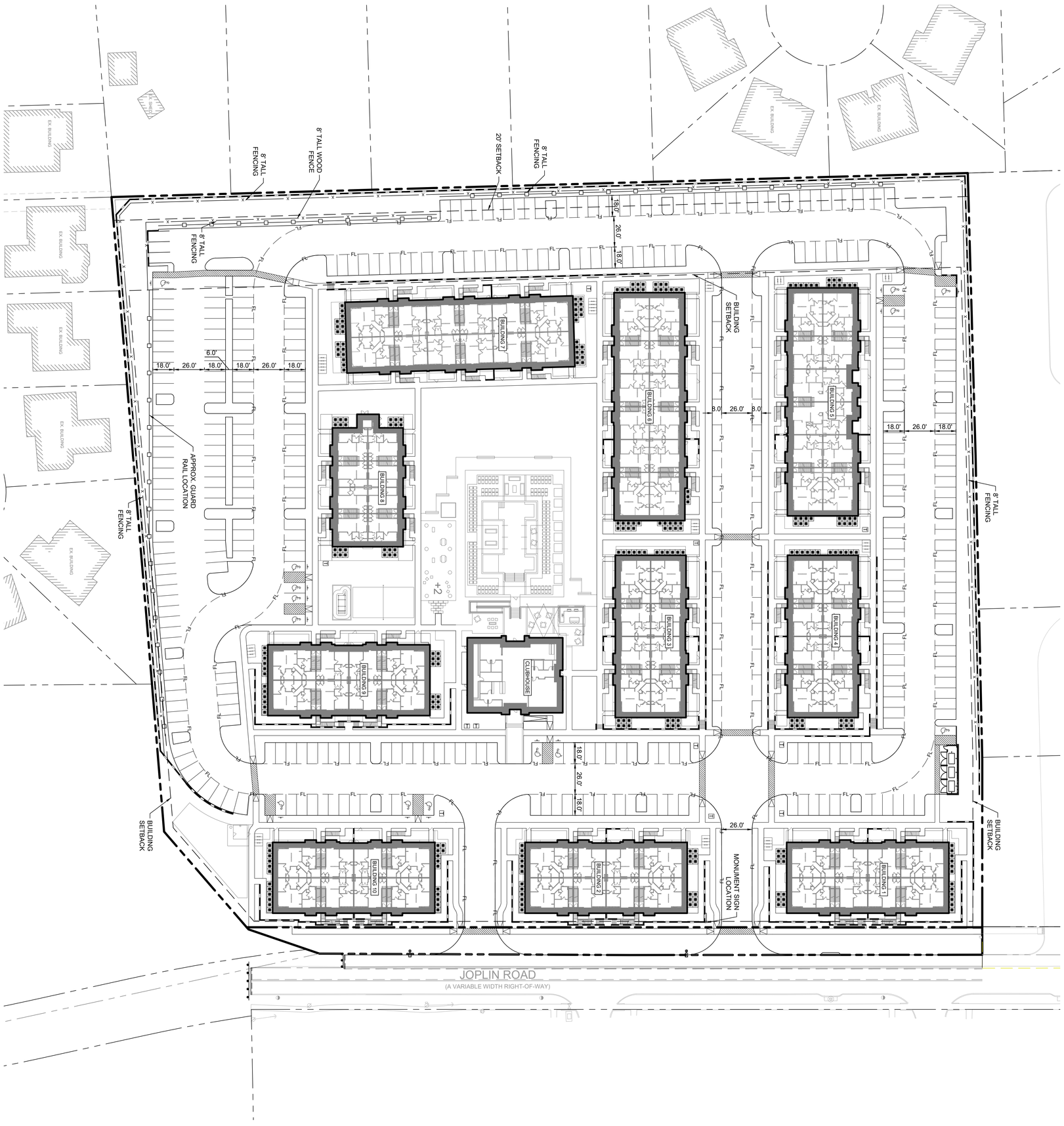
0 20' 40' 60' 100'

ALTA Landing ▪ KENNEDALE, TX ▪ PLANTING OVERALL PLAN

PN8520063 | 10.21.2025 | WOOD PARTNERS

LandDesign.

IMAGES
XREFS XREF v-survey - XREF v-site-other - XREF v-24x36 - XREF v-storm
PLOTTED BY SCOTT, SARAH 12/4/2025 4:38 PM
DWG NAME K:\DAL_CIVIL\067780330 - ALTA 287 KENNEDALE\CAD\EXHIBITS\DUMPSTER EXHIBIT (7.15.24).DWG
LAST SAVED 12/4/2025 4:37 PM
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



LEGEND

- PROPERTY LINE
- FIRELANE STRIPING
- BUILDING SETBACK LINE
- RETAINING WALL
- APPROX. FENCE LOCATION
- APPROX. GUARD RAIL LOCATION

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

EX.
SHEET NUMBER

SITE LAYOUT EXHIBIT

ALTA 287
LOT 2R, BLOCK 1
VAQUERO COKER ADDITION
KENNEDALE, TX

PROJECT No.	067780330
DATE:	FEB 2024
SCALE:	AS SHOWN
DESIGNED BY:	ABG
DRAWN BY:	RNI
CHECKED BY:	SES

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

No.	REVISIONS	DATE	BY

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Notification Results as of 12/08/2025

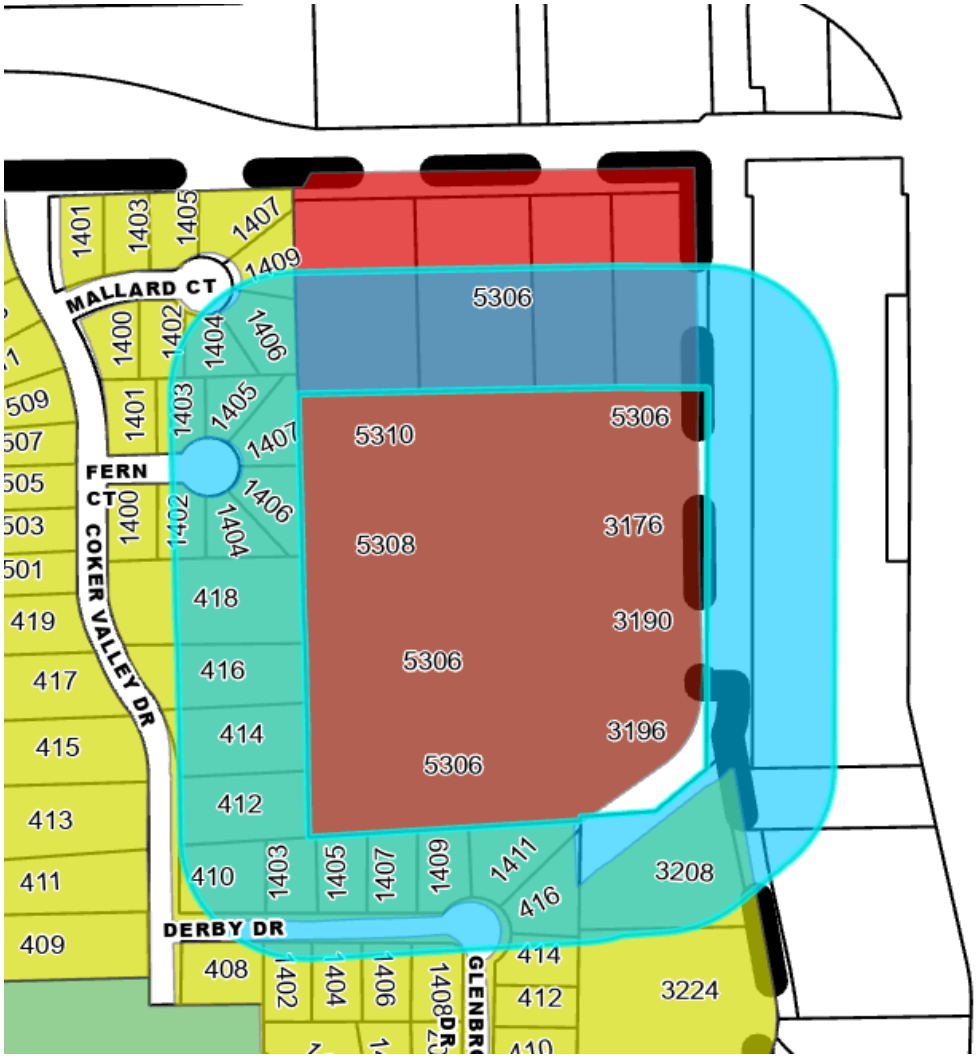
Properties Inside of 200' Buffer				
Owner_Name	Situs_Addr	Opposed	Area (AC) incl ROW	Notes
COOK, DAHL B	1402 DERBY DR	N	0.083	
KREIGER, VICTOR	1402 FERN CT	Y	0.182	
HALL, SHARON KAY & MORIN, MICHAEL	1402 MALLARD CT	N	0.018	
CARRASCO, THOMAS E	1403 DERBY DR	N	0.270	
MOORE, LISA	1403 FERN CT	Y	0.191	
BINGAMAN REVOCABLE TRUST	1404 DERBY DR	N	0.087	
MCCARTNEY, CLAIRE	1404 FERN CT	Y	0.226	
OWENS, MELVIN L	1404 MALLARD CT	N	0.200	
ALFORD, PETER	1405 DERBY DR	Y	0.274	
LIZARRAGA, RICHARD	1405 FERN CT	Y	0.213	
SAMMS, SARAH	1406 DERBY DR	N	0.079	
HARDY, CORNELIUS R	1406 FERN CT	Y	0.279	
KETNER, RICHARD L	1406 MALLARD CT	Y	0.296	1
RESTREPO, GIOVANNA	1407 DERBY DR	Y	0.285	
PEREZ, DANIEL	1407 FERN CT	Y	0.279	
RAMIREZ, PATRICIA	1408 DERBY DR	N	0.900	
MARTIN, PRISCILLA	1409 DERBY DR	N	0.315	
FLORES, GILBERT	1409 MALLARD CT	Y	0.059	
LINDSAY, CHRISTINA	1411 DERBY DR	Y	0.371	
FILOMENO & DEBRA SANCHEZ FAMIL	3208 HAWKINS JOPLIN RD	Y	1.264	
MURPHY, BRANDON J	3224 JOPLIN RD	N	0.078	
MARKS, AL	408 COKER VALLEY DR	N	0.320	
NICHOLS, MATTHEW	410 COKER VALLEY DR	Y	0.359	
WATSON, MICHAEL	412 COKER VALLEY DR	Y	0.509	
MOTT, CARLOS	414 COKER VALLEY DR	Y	0.514	
LISLE, GARRETT	414 GLENBROOK DR	N	0.068	
WEINER, STEVEN J	416 COKER VALLEY DR	Y	0.469	
FILOMENO AND DEBRA SANCHEZ FAM	416 GLENBROOK DR	Y	0.336	
HIVALE, JOHN S	418 COKER VALLEY DR	Y	0.652	
SALOMON DEVELOPMENT CO LP	5320 KENNEDALE SUBLETT RD	N	0.677	2
M & K APARTMENTS INC	5330 KENNEDALE SUBLETT RD	N	0.582	
THE C.A. LAURITZEN III FAMILY	5350 KENNEDALE SUBLETT RD	N	0.831	
100 FLOCCHINI CIRCLE LLC	5360 KENNEDALE SUBLETT RD	N	0.877	
Total Acres			12.143	
Total Acres Oppose			6.758	
Percent Acres Oppose			**56%**	

Notes

1. Sent 2 Letters

1 TENANT IS: BOING US HOLDCO INC 5304 KENNEDALE SUBLETT RD

Opposing Properties outside of 200' Buffer and City Limits	Properties in 200' Buffer, outside City Limits
1401 Mallard Ct	6221 JOPLIN RD
1403 Mallard Ct	6221 JOPLIN RD STE 151
1407 Mallard Ct	6221 N JOPLIN RD STE 131
1401 Fern Ct	6251 JOPLIN RD
	6221 JOPLIN RD
	6311 JOPLIN RD
	6309 JOPLIN RD



OBJECTID_	RP	Owner_Name	Owner_Zip	Owner_Zip4	TAD_Map	School
2288	R	COOK, DAHL B	76060	6022	2090-352	914
2227	R	KREIGER, VICTOR	76060		2090-352	914
2219	R	HALL, SHARON KAY	76060	6016	2090-356	914
4519	R	MORIN, MICHAEL	76060			914
2274	R	CARRASCO, THOMAS E	76060	6023	2090-352	914
2222	R	MOORE, LISA	76060	6017	2090-356	914
2289	R	BINGAMAN REVOCABLE TRUST	76060		2090-352	914
2226	R	MCCARTNEY, CLAIRE	76060	6028	2090-352	914
2218	R	OWENS, MELVIN L	76060	6016	2090-356	914
2275	R	ALFORD, PETER	76060		2090-352	914
2223	R	LIZARRAGA, RICHARD	76060	6017	2090-356	914
2290	R	SAMMS, SARAH	76060		2090-352	914
2225	R	HARDY, CORNELIUS R	76060	6028	2090-352	914
2217	R	KETNER, RICHARD L	76060	6016	2090-356	914
2276	R	RESTREPO, GIOVANNA	76060		2090-352	914
2224	R	PEREZ, DANIEL	76060	6017	2090-352	914
2291	R	RAMIREZ, PATRICIA	75052		2090-352	914
2277	R	MARTIN, PRISCILLA	76060	6023	2090-352	914
2216	R	FLORES, GILBERT	76060	6016	2090-356	914
2278	R	LINDSAY, CHRISTINA	76060		2090-352	914
1351	R	FILOMENO & DEBRA SANCHEZ FAMIL	76060		2090-352	914
1350	R	MURPHY, BRANDON J	76060	6212	2090-352	914
2287	R	MARKS, AL	76060	6020	2090-352	914
2273	R	NICHOLS, MATTHEW	76060	6020	2090-352	914
2267	R	WATSON, MICHAEL	76060	6020	2090-352	914
2266	R	MOTT, CARLOS	76060		2090-352	914
2280	R	LISLE, GARRETT	76060		2090-352	914
2265	R	WEINER, STEVEN J	76060		2090-352	914
2279	R	FILOMENO AND DEBRA SANCHEZ FAM	76060		2090-352	914
2264	R	HIVALE, JOHN S	76060	6020	2090-352	914
4681	P	BOING US HOLDCO INC	28202		2090-356	914
586	C	SALOMON DEVELOPMENT CO LP	92101		2090-356	914
587	C	M & K APARTMENTS INC	33181		2090-356	914
585	C	THE C.A. LAURITZEN III FAMILY	94509		2090-356	914
584	C	100 FLOCCHINI CIRCLE LLC	80135		2090-356	914
4638	P	VALIANT SKY VENTURES LLC	75657		2090-356	914
4955	P	PUBLIC STORAGE	91201		2090-356	914
4674	P	CASTLEBERRY, JORDAN	76017		2090-356	914
4605	P	NALU SKIN & BODY	76017		2090-356	914
553	C	PS LPT PROPERTIES INVESTORS	91201		2090-356	914
1352	R	DENNIS, KENNETH	76017		2096-352	914
580	C	CONLIN, MEREDITH	76016		2096-352	914
592	C	ALTA 287 OWNER LLC	75230		2090-352	914

Deed_Date	Deed_Book	Deed_Page	Year_Built	Shape *	Appraisal_	Account_Nı	Record_Typ	Sequence_
8/15/1993	11196	2207	1993	Polygon	2025	6577687	AAAA	0
5/17/2001			1992	Polygon	2025	6436498	AAAA	0
1/1/2022			1992	Polygon	2025	6436404	AAAA	0
1/1/2022			1992	Polygon	2025	42832886	AAAA	0
7/31/2013	0	0	1993	Polygon	2025	6577512	AAAA	0
6/18/1998	13279	460	1992	Polygon	2025	6436439	AAAA	0
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3/26/2023			1993	Polygon	2025	6436471	AAAA	0
8/13/1994	11717	440	1993	Polygon	2025	6436390	AAAA	0
6/23/2022			1995	Polygon	2025	6577520	AAAA	0
2/25/1993	10966	2055	1992	Polygon	2025	6436447	AAAA	0
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5/12/1999	13817	369	1992	Polygon	2025	6436382	AAAA	0
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3/11/2011	0	0	1992	Polygon	2025	6436455	AAAA	0
5/20/2021			1993	Polygon	2025	6577717	AAAA	0
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7/6/1993	11143	2311	1993	Polygon	2025	6436374	AAAA	0
########			1993	Polygon	2025	6577555	AAAA	0
7/3/2024			0	Polygon	2025	4469968	AAAA	0
########	0	0	1974	Polygon	2025	4469941	AAAA	0
8/30/2007	0	0	1994	Polygon	2025	6577679	AAAA	0
9/30/1994	11746	1488	1994	Polygon	2025	6577504	AAAA	0
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9/20/2021			1994	Polygon	2025	6563562	AAAA	0
2/5/2024			1996	Polygon	2025	6577571	AAAA	0
########	16286	210	1992	Polygon	2025	6563554	AAAA	0
7/3/2024			1995	Polygon	2025	6577563	AAAA	0
########	10831	67	1992	Polygon	2025	6563546	AAAA	0
	0	0	0	Polygon	2025	14941339	AAAA	0
9/30/2024			2024	Polygon	2025	42880074	AAAA	0
1/16/2024			2023	Polygon	2025	42880104	AAAA	0
########			2022	Polygon	2025	42880066	AAAA	0
6/28/2023			2022	Polygon	2025	42880058	AAAA	0
	0	0	0	Polygon	2025	14862137	AAAA	0
	0	0	0	Polygon	2025	14859969	AAAA	0
	0	0	0	Polygon	2025	14910387	AAAA	0
	0	0	0	Polygon	2025	14911201	AAAA	0
12/1/2021			2019	Polygon	2025	42325666	AAAA	0
9/8/2021			0	Polygon	2025	4470044	AAAA	0
	0	0	0	Polygon	2025	42778202	AAAA	0
	0	0	2021	Polygon	2025	42979020	AAAA	0

PIDN	Owner_Add	Owner_City	Situs_Addr	ZipCode	Property_C	SB247_Flag	MAPSCO
40283----3-	1402 DERB	KENNEDAL	1402 DERBY DR		A1	N	108H
40283----1-	1402 FERN	KENNEDAL	1402 FERN CT		A1	N	108D
40283----1-	1402 MALL	KENNEDAL	1402 MALLARD CT		A1	N	108D
40283----1-	1402 MALL	KENNEDAL	1402 MALLARD CT		A1	N	108D
40283----1-	1403 DERB	KENNEDAL	1403 DERBY DR		A1	N	108H
40283----1-	1403 FERN	KENNEDAL	1403 FERN CT		A1	N	108D
40283----3-	1404 DERB	KENNEDAL	1404 DERBY DR		A1	N	108H
40283----1-	1404 FERN	KENNEDAL	1404 FERN CT		A1	N	108D
40283----1-	1404 MALL	KENNEDAL	1404 MALLARD CT		A1	N	108D
40283----1-	1405 DERB	KENNEDAL	1405 DERBY DR		A1	N	108H
40283----1-	1405 FERN	KENNEDAL	1405 FERN CT		A1	N	108D
40283----3-	1406 DERB	KENNEDAL	1406 DERBY DR		A1	N	108H
40283----1-	1406 FERN	KENNEDAL	1406 FERN CT		A1	N	108D
40283----1-	1406 MALL	KENNEDAL	1406 MALLARD CT		A1	N	108D
40283----1-	1407 DERB	KENNEDAL	1407 DERBY DR		A1	N	108H
40283----1-	1407 FERN	KENNEDAL	1407 FERN CT		A1	N	108D
40283----3-	2131 WATE	GRAND PR/	1408 DERBY DR		A1	N	108H
40283----1-	1409 DERB	KENNEDAL	1409 DERBY DR		A1	N	108H
40283----1-	1409 MALL	KENNEDAL	1409 MALLARD CT		A1	N	108D
40283----1-	1411 DERB	KENNEDAL	1411 DERBY DR		A1	N	108H
A-792---1A(	416 GLENB	KENNEDAL	3208 HAWKINS JOPLIN RD		C1	N	108H
A-792---1A-	3224 JOPLI	KENNEDAL	3224 JOPLIN RD		A1	N	108H
40283----3-	408 COKER	KENNEDAL	408 COKER VALLEY DR		A1	N	108H
40283----1-	410 COKER	KENNEDAL	410 COKER VALLEY DR		A1	N	108H
40283----1-	412 COKER	KENNEDAL	412 COKER VALLEY DR		A1	N	108H
40283----1-	414 COKER	KENNEDAL	414 COKER VALLEY DR		A1	N	108H
40283----1-	414 GLENB	KENNEDAL	414 GLENBROOK DR		A1	N	108H
40283----1-	416 COKER	KENNEDAL	416 COKER VALLEY DR		A1	N	108D
40283----1-	416 GLENB	KENNEDAL	416 GLENBROOK DR		A1	N	108H
40283----1-	418 COKER	KENNEDAL	418 COKER VALLEY DR		A1	N	108D
42880066	440 S CHUI	CHARLOTTI	5304 KENNEDALE SUBLETT RD		L1		108D
44576----1-	750 B STRE	SAN DIEGO	5320 KENNEDALE SUBLETT RD		F1	N	108D
44576----1-	14311 BISC	MIAMI, FL	5330 KENNEDALE SUBLETT RD		F1	N	108D
44576----1-	147 BEEDE	ANTIOCH, (	5350 KENNEDALE SUBLETT RD		F1	N	108D
44576----1-	PO BOX 44(	SEDALIA, C	5360 KENNEDALE SUBLETT RD		F1	N	108D
42325666	310 W AUS	JEFFERSON	6221 JOPLIN RD		L1		108D
42325666	PO BOX 25(	GLENDALE,	6221 JOPLIN RD		L1		108D
42325666	4415 BRAD	ARLINGTON	6221 JOPLIN RD STE 151		L1		108D
42325666	6221 N JOP	ARLINGTON	6221 N JOPLIN RD STE 131		L1		108D
--314L---1--	701 WESTE	GLENDALE,	6251 JOPLIN RD		F1	N	108D
A-792---2B(	5904 WILL(	ARLINGTON	6309 JOPLIN RD		C1	N	108H
-8109	5807 VILLA	ARLINGTON	JOPLIN RD		C1C	N	108H
44576----1-	5440 HARV	DALLAS, TX	JOPLIN RD		BC	N	108D

State_Use_	LegalDescr	County	City	Num_Speci	Spec1	Spec2	Spec3	Spec4
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
C1	HAWKINS, .	220	14	2	0	224	225	0
A	HAWKINS, .	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
A	STEEPLECH	220	14	2	0	224	225	0
L1	Personal Pr	220	14	2	0	224	225	0
F1	VAQUERO (	220	14	2	0	224	225	0
F1	VAQUERO (	220	14	2	0	224	225	0
F1	VAQUERO (	220	14	2	0	224	225	0
F1	VAQUERO (	220	14	2	0	224	225	0
L1	Personal Pr	220	24	2	0	224	225	0
L1	Personal Pr	220	24	2	0	224	225	0
L1	Personal Pr	220	24	2	0	224	225	0
L1	Personal Pr	220	24	2	0	224	225	0
F1	ALL STORA(	220	24	2	0	224	225	0
C1	HAWKINS, .	220	24	2	0	224	225	0
C1	CONLIN AD	220	24	2	0	224	225	0
BC	VAQUERO (	220	14	2	0	224	225	0

Spec5	Land_Value	Improveme	Total_Valu	Garage_Ca	Num_Bedrc	Num_Bathr	Living_Are	Swimming_
0	75000	258713	333713	4	0	0	1901	
0	75000	252072	327072	2	0	0	2262	
0	37500	129042	166542	2	0	0	1923	
0	37500	129042	166542	4	0	0	1923	
0	75000	302833	377833	4	0	0	2619	
0	75000	238182	313182	2	0	0	2312	
0	75000	335039	410039	4	0	0	2375	X
0	75000	254415	329415	4	0	0	1830	
0	75000	258466	333466	2	0	0	1905	
0	75000	340877	415877	4	0	0	2447	X
0	75000	249713	324713	2	0	0	1799	
0	75000	261288	336288	4	0	0	1915	
0	75000	254415	329415	2	0	0	1830	
0	75000	268170	343170	2	0	0	2094	
0	75000	286511	361511	4	0	0	1834	X
0	75000	217546	292546	2	0	0	1869	
0	75000	268520	343520	4	0	0	2060	
0	75000	297042	372042	6	0	0	1927	X
0	75000	277277	352277	2	0	0	2245	
0	75000	270157	345157	4	0	0	2110	
0	52500	0	52500	0	0	0	0	
0	91000	138792	229792	0	0	0	1636	
0	75000	336411	411411	4	0	0	2615	X
0	75000	390347	465347	6	0	0	3424	
0	77744	297256	375000	4	0	0	2536	X
0	83080	251920	335000	4	0	0	2454	
0	75000	281943	356943	4	0	0	1911	
0	91160	272296	363456	4	0	0	2184	
0	75000	309632	384632	4	0	0	2592	X
0	99775	266691	366466	4	0	0	2536	
0	0	0	0	0	0	0	0	
0	141642	737685	879327	0	0	0	2304	
0	121314	893279	1014593	0	0	0	2541	
0	174276	902519	1076795	0	0	0	3920	
0	180561	1608999	1789560	0	0	0	7200	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	238119	
0	65000	0	65000	0	0	0	0	
0	156404	0	156404	0	0	0	0	
0	1566103	52628889	54194992	0	0	0	256088	X

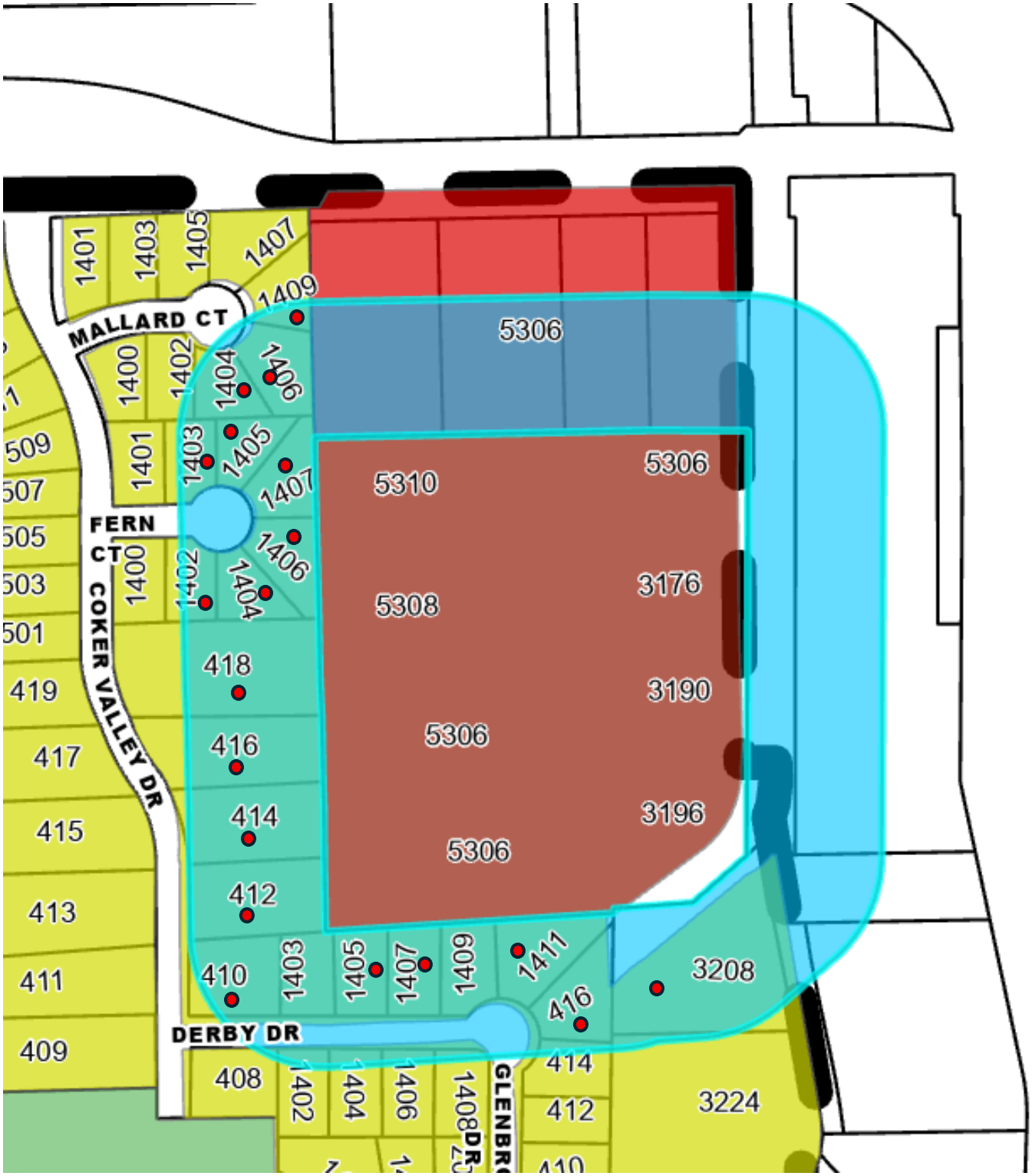
Land_SqFt	Ag_Acres	Ag_Value	Central_He	Central_Ai	Structure_	RollCode	Notice_Dat	Appraisal1
10140	0	0	Y	Y	0		4/15/2025	1/1/2025
8751	0	0	Y	Y	0		4/15/2025	1/1/2025
8751	0	0	Y	Y	0		4/15/2025	1/1/2025
8751	0	0	Y	Y	0			1/1/2025
9571	0	0	Y	Y	0		4/15/2025	1/1/2025
8751	0	0	Y	Y	0		4/15/2025	1/1/2025
10270	0	0	Y	Y	0		4/15/2025	1/1/2025
9272	0	0	Y	Y	0		4/15/2025	1/1/2025
8751	0	0	Y	Y	0		4/15/2025	1/1/2025
9919	0	0	Y	Y	0			1/1/2025
9272	0	0	Y	Y	0		4/15/2025	1/1/2025
10270	0	0	Y	Y	0		4/15/2025	1/1/2025
11230	0	0	Y	Y	0		4/15/2025	1/1/2025
12323	0	0	Y	Y	0		4/15/2025	1/1/2025
10268	0	0	Y	Y	0			1/1/2025
11228	0	0	Y	Y	0		4/15/2025	1/1/2025
10480	0	0	Y	Y	0			1/1/2025
10175	0	0	Y	Y	0		4/15/2025	1/1/2025
9585	0	0	Y	Y	0		4/15/2025	1/1/2025
14547	0	0	Y	Y	0			1/1/2025
43560	0	0	N	N	0		4/15/2025	1/1/2025
60984	0	0	Y	Y	0		4/15/2025	1/1/2025
13000	0	0	Y	Y	0		4/15/2025	1/1/2025
15581	0	0	Y	Y	0		4/15/2025	1/1/2025
23348	0	0	Y	Y	0		4/15/2025	1/1/2025
26397	0	0	Y	Y	0			1/1/2025
9870	0	0	Y	Y	0		4/15/2025	1/1/2025
31014	0	0	Y	Y	0		4/15/2025	1/1/2025
12966	0	0	Y	Y	0		4/15/2025	1/1/2025
35937	0	0	Y	Y	0		4/15/2025	1/1/2025
0	0	0	N	N	0			1/1/2025
47214	0	0	N	N	0		4/15/2025	1/1/2025
40438	0	0	N	N	0		4/15/2025	1/1/2025
58092	0	0	N	N	0		4/15/2025	1/1/2025
60187	0	0	N	N	0		4/15/2025	1/1/2025
0	0	0	N	N	0			1/1/2025
0	0	0	N	N	0			1/1/2025
0	0	0	N	N	0			1/1/2025
0	0	0	N	N	0			1/1/2025
327441	0	0	N	N	0			1/1/2025
43560	0	0	N	N	0			1/1/2025
156404	0	0	N	N	0		4/15/2025	1/1/2025
447458	0	0	N	N	0		4/15/2025	1/1/2025

Sale_Date	GIS_Link	Street_Nam	Street_Num	Street_Typ	Seq_Num	Instrument	Appraised_	Land_Acres
8/15/1993	40283-3-2	DERBY	1402	DR	0	11196000	320339	0.2327
5/17/2001	40283-1-16	FERN	1402	CT	0	D2211744	327072	0.2008
1/1/2022	40283-1-8	MALLARD	1402	CT	0	D2212797	159866	0.2008
1/1/2022	40283-1-8	MALLARD	1402	CT	0	D2212797	166542	0.2008
7/31/2013	40283-1-23	DERBY	1403	DR	0	D2132051	360423	0.2197
6/18/1998	40283-1-11	FERN	1403	CT	0	13279000	313182	0.2008
########	40283-3-3	DERBY	1404	DR	0	D2232119	344064	0.2357
3/26/2023	40283-1-15	FERN	1404	CT	0	D2240150	316639	0.2128
8/13/1994	40283-1-7	MALLARD	1404	CT	0	11717000	319816	0.2008
6/23/2022	40283-1-24	DERBY	1405	DR	0	D2221623	415877	0.2277
2/25/1993	40283-1-12	FERN	1405	CT	0	10966000	312002	0.2128
########	40283-3-4	DERBY	1406	DR	0	D2172564	322771	0.2357
8/6/1999	40283-1-14	FERN	1406	CT	0	13964000	316639	0.2578
5/12/1999	40283-1-6	MALLARD	1406	CT	0	13817000	329273	0.2828
########	40283-1-25	DERBY	1407	DR	0	D2222885	361511	0.2357
3/11/2011	40283-1-13	FERN	1407	CT	0	D2110637	292546	0.2577
5/20/2021	40283-3-5	DERBY	1408	DR	0	D2211448	343520	0.2405
########	40283-1-26	DERBY	1409	DR	0	0	361159	0.2335
7/6/1993	40283-1-5	MALLARD	1409	CT	0	11143000	337711	0.22
########	40283-1-27	DERBY	1411	DR	0	D2213504	345157	0.3339
7/3/2024	A 792-1A01	HAWKINS J	3208	RD	0	D2241250	52500	1
########	A 792-1A	JOPLIN	3224	RD	0	D2130195	229792	1.4
8/30/2007	40283-3-1	COKER VAL	408	DR	0	D2073575	393963	0.2984
9/30/1994	40283-1-22	COKER VAL	410	DR	0	11746000	445414	0.3576
########	40283-1-21	COKER VAL	412	DR	0	D2034756	375000	0.5359
9/20/2021	40283-1-20	COKER VAL	414	DR	0	D2213029	335000	0.6059
2/5/2024	40283-1-29	GLENBROC	414	DR	0	D2240194	356943	0.2265
########	40283-1-19	COKER VAL	416	DR	0	16286000	332957	0.7119
7/3/2024	40283-1-28	GLENBROC	416	DR	0	D2241250	384632	0.2976
########	40283-1-18	COKER VAL	418	DR	0	10831000	321421	0.825
	44576-1-5	KENNEDAL	5304	RD	0		0	0
9/30/2024	44576-1-5	KENNEDAL	5320	RD	0	D2241737	879327	1.084
1/16/2024	44576-1-4	KENNEDAL	5330	RD	0	D2240100	1014593	0.928
########	44576-1-3	KENNEDAL	5350	RD	0	D2232301	1076795	1.334
6/28/2023	44576-1-1	KENNEDAL	5360	RD	0	D2231140	1789560	1.382
	314L-1-1	JOPLIN	6221	RD	0		0	0
	314L-1-1	JOPLIN	6221	RD	0		0	0
	314L-1-1	JOPLIN	6221	RD	0		0	0
	314L-1-1	JOPLIN	6221	RD	0		0	0
12/1/2021	314L-1-1	JOPLIN	6251	RD	0	D2213539	0	7.517
9/8/2021	A 792-2B01	JOPLIN	6309	RD	0	D2212632	65000	1
	1/1/8111	JOPLIN	0	RD	0		156404	3.591
	44576-1-2	JOPLIN	0	RD	0		54194992	10.2722

Subdivisio	AsmtTranSt	Shape_Len	GlobalID	PriorYearL	PriorYearI	PriorYearT	Shape_Len	Shape_Area
STEEPLECH	Assessed	413.9524	{E9733B53	75000	258713	333713	413.9524	9969.993
STEEPLECH	Assessed	384.9641	{5B785043	75000	252072	327072	384.9641	8878.289
STEEPLECH	Assessed	390.7274	{1CB34F45	37500	129042	166542	390.7274	9036.558
STEEPLECH	Assessed	390.7274	{1CB34F45	37500	129042	166542	390.7274	9036.558
STEEPLECH	Assessed	405.4514	{7295E5BB	75000	302833	377833	405.4514	9796.679
STEEPLECH	Assessed	385.7643	{CECD6062	75000	238182	313182	385.7643	8871.569
STEEPLECH	Assessed	418.5078	{2F43DE25	75000	335039	410039	418.5078	10275.21
STEEPLECH	Assessed	416.1784	{07B362A4	75000	254415	329415	416.1784	8955.348
STEEPLECH	Assessed	406.9945	{C3862314	75000	258466	333466	406.9945	8957.323
STEEPLECH	Assessed	414.1726	{3416CD7E	75000	340877	415877	414.1726	10109.75
STEEPLECH	Assessed	405.6743	{1E3FD67E	75000	249713	324713	405.6743	8578.33
STEEPLECH	Assessed	413.9249	{39FD8120	75000	261288	336288	413.9249	10015.94
STEEPLECH	Assessed	455.0221	{AF4A2585	75000	254415	329415	455.0221	11341.46
STEEPLECH	Assessed	450.3907	{F47208D7	75000	268170	343170	450.3907	12480.18
STEEPLECH	Assessed	423.7789	{F3E013A7	75000	286511	361511	423.7789	10472.46
STEEPLECH	Assessed	452.569	{CE10E5F7	75000	217546	292546	452.569	11139.28
STEEPLECH	Assessed	411.5593	{9DB8A259	75000	268520	343520	411.5593	10375.45
STEEPLECH	Assessed	424.7341	{53279CE9	75000	297042	372042	424.7341	10706.71
STEEPLECH	Assessed	436.4438	{920B6F7C	75000	277277	352277	436.4438	10076.67
STEEPLECH	Assessed	532.3856	{A1067080	75000	270157	345157	532.3856	14855.01
HAWKINS, .	Assessed	987.2611	{C251F36F	52500	0	52500	987.2611	52808.51
HAWKINS, .	Assessed	1038.426	{828B9DC7	91000	138792	229792	1038.426	67372.43
STEEPLECH	Assessed	463.7019	{3B476807	75000	336411	411411	463.7019	13269.84
STEEPLECH	Assessed	504.5055	{B5857149	75000	390347	465347	504.5055	15790.05
STEEPLECH	Assessed	624.4698	{FAFEB1E0	77744	297256	375000	624.4698	22295.64
STEEPLECH	Assessed	655.3745	{CC15051A	83080	251920	335000	655.3745	23618.71
STEEPLECH	Assessed	411.9425	{A6CA4901	75000	281943	356943	411.9425	10138.41
STEEPLECH	Assessed	732.3342	{7F0400B2	91160	272296	363456	732.3342	26664.08
STEEPLECH	Assessed	513.8057	{7394E96E	75000	309632	384632	513.8057	13243.62
STEEPLECH	Assessed	874.351	{20E6E417	99775	266691	366466	874.351	42455.07
		924.6965	{EC6E3A82	0	0	0	924.6965	47485.18
VAQUERO (	Assessed	924.6965	{EC6E3A82	141642	0	141642	924.6965	47485.18
VAQUERO (	Assessed	891.8105	{3794B175	121314	909394	1030708	891.8105	40486.59
VAQUERO (	Assessed	999.3511	{C8888784	174276	869369	1043645	999.3511	57657.69
VAQUERO (	Assessed	1018.448	{A00EA7CD	180561	1435391	1615952	1018.448	60827.37
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
		3096.056	{0F67EDD3	0	0	0	2599.494	230803.8
ALL STORA(	On Hold	3096.056	{0F67EDD3	982323	14495411	15477734	2599.494	230803.8
HAWKINS, .	Assessed	1095.529	{9F7FD0F5	65000	0	65000	805.5681	30275.47
CONLIN AD	Assessed	1958.866	{15327CD0	156404	0	156404	1178.158	86387.12
VAQUERO (	Assessed	2657.878	{DE159092	1566103	47933897	49500000	2657.878	449363.3

Notification area – Opposition as of 12/08/2025

- Properties with written opposition



November 20, 2025

PZ Case # 25-173100 Joplin Rd (Alta Landing) from MF- Multifamily to PD- Planned Development

Hello my name is Tracy Hardy and I live at 1406 Fern Ct. I am here today to share some of my concerns with Alta Landing apartments and the zoning change request to PD. I am opposed to the zoning change from MF to PD for several reasons. 1. They are non-conforming in MF and will be non-conforming in PD. There are a number of things wrong with these apartments that the City of Kennedale has allowed and made exceptions for that effect our neighborhood and their renters. Like the setback violation in Section 3 Table 3.3, the retaining wall in Section 10.14.F.2.b shall not exceed 5 feet in height and at least 10 feet in step back for the retaining walls, in my area the set back is only 3 ½ setback from my property to their retaining wall and the retaining wall is approx. 12 to 15 feet in height not the 5ft as stated in Section 10 and in PD 9.2 Qualifying Conditions that apply to all PD's #D Compatibility with adjacent Uses. It states parking areas, shall not be located near the perimeter of the PD or so as to negatively impact the residential use of adjacent land. (Our property line and backyards that joins their parking lot) making it non-conforming to PD 9.2#D We already had a vehicle went over the retaining wall through the fence into a neighbor's yard make an unsafe situation for everyone involved. Thank God no one was injured, and yes, they did install a wire guard rail after that, but the parking lot itself is still a violation of 9.2. of PD. This could have been prevented if PD 9.2#D had been followed along with the 5 feet retaining wall and setbacks in Section 10. Alta Landing stated they want the Zone Change to PD to add things like more tree and a carport and other items. All those things can be done in MF Zoning even the Trash Dumpster can be moved a different location not to the front but somewhere from the neighbor's fences.

They have been non-conforming from the beginning and they still are non-conforming. Changing to PD is just a way to cover up the wrong. It doesn't make it better quality of life for anyone, doesn't make it safer for anyone. It is just changing it on paper and not changing the wall, that wall cannot be moved, it is still unsafe. According to Section 9.1, A PD shall not be sought primarily to avoid the standards and requirements of zoning.

STAFF REPORT
TO THE PLANNING AND ZONING COMMISSION

MEETING DATE: DECEMBER 22, 2025

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

SUBJECT
PZ CASE #25-20 to conduct a public hearing and consider a proposed zoning change from "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" for properties located at 4365 Dick Price Rd., Parcel 04189140, SNIDER, E S SURVEY Abstract 1445 Tract 1A .721 AC INTO PLAT D21707184, 4365 S Dick Price Rd., Parcel 42293721, SNIDER ADDITION, Block 1, Lot 1 and 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY Edward McRoy

SUMMARY

Current Zoning	Proposed Zoning	Comprehensive Plan Designation
R-1	PD Retail/Manufactured Homes	Single Family (Medium Density) 9 DU/acre

Nearby Zoning			
North	R1	East	R1
South	N/A ETJ	West	N/A ETJ

This request is to rezone to facilitate the redevelopment of a former shallow sand extraction site. The applicants are proposing a Planned Development that includes a retail/commercial area along the Dick Price Road frontage based on the C-2 District and a manufactured home park presumably based on the MH District for the remainder of the on the property to the rear. Within the retail/commercial area they have provided a list of uses that they propose being excluded. It is staff's understanding that the proposed manufactured home area would have home sites that will be leased.

Substantial private park/greenspace/recreational space has been indicated between the commercial and manufactured home areas. In addition to this area for active recreation a more passive green space is proposed to the rear of the site. A specific list of amenities/facilities has not been included in the proposal.

Proposed streets to the interior are shown to be intended as private. A reserved area for a street stub has been shown to the north for a potential future connection. This stub and others along the south side have been dimensioned so that if connections not necessary these areas can later be converted into home spaces. Along the south side of the project there is a private street known as "Green St." two stubs connecting to this street are shown. Green Street is shown on the City's Thoroughfare Plan to be a four-lane arterial Boulevard with enhanced bicycle and pedestrian service. Such a thoroughfare requires a total width of 130 feet. The current green street area appears to only have about 30 feet of width and it is privately owned.

The Comprehensive Land Use Plan includes the following features that appear to support this proposal.

- Residential Density for this proposal is currently shown as between 5.19 and 5.56 DU/acre
- The Plan states (pg. 93), "Having a variety of housing types allows for residents to choose the type of home they can both afford and prefer. Housing needs are different throughout different stages of life."

- On housing Objective 3 (pg. 96) calls for the City to, “Develop greater opportunities for senior housing and age restricted housing.”
- On parks and recreation Objective 3 (pg. 108) states indicates the city should “Influence new development in providing public spaces in addition to private amenities.”
- On retail (pg. 94) it is encouraged that retail, “…optimize convenience for adjacent neighborhoods. Encouraging walkability and connectivity to adjacent neighborhoods.”

RECOMMENDATION

Staff recommends approval with the following changes

1. Remove Short term rentals from allowed uses in the MH area
2. Provide a specific list, map, or narrative of amenities to be provided in any private park, green space common area, or buffer yard space. Such information should include information on the number/type/extent of things to be provided such as but not limited to playground equipment, trails, picnic tables, gazebos, grills, sport courts, public pools, community meeting spaces etc.
3. Show and label ROW area to be dedicated to the City for the provision of a future 4-land boulevard throughfare along the south of this property. A minimum of 65’ in width for this purpose should generally be indicated except that additional ROW may be needed for turning lanes at the intersection of this thoroughfare and Dick Price Rd.
4. All private streets shall be required to be constructed to public street standards including but not limited to load capacities, curvature, turnarounds and any traffic calming or access restrictions.
5. All manufactured homes to be emplaced on a concrete pad and appropriately secured
6. Motorized recreational vehicles, modified buses, camper tops, and trailer-mounted campers are prohibited.
7. A development agreement for the provision of water, wastewater, stormwater, street, and pedestrian improvements to serve this site must be approved by the City Council or authorized city staff officer prior to the issuance of any building permit on this site.

1.	Owner's Affidavit	Owner's Affidavit.pdf
2.	4431 Dick Price Survey_w-MetesBounds	4431 Dick Price Survey_w-MetesBounds.pdf
3.	Dick Price Rd 200' Buffer Map	Dick Price Rd 200' Buffer Map.png
4.	Dick Price Project Address List	Dick Price Project Address List.xlsx
5.	Dick Price Project Address Lables	Dick Price Project Address Lables.docx
6.	PZ Case 25-20 KISD 200' Buffer Letter - New Date	PZ Case 25-20 KISD 200' Buffer Letter - New Date.docx
7.	PZ Case 25-20 200' Buffer Letter - New Date	PZ Case 25-20 200' Buffer Letter - New Date.docx
8.	Vicinity Map (1)	Vicinity Map (1).pdf
9.	PD_CONCEPT-_PLAN_3365_Dick_Price_Rd._25_1118 (1)	PD_CONCEPT-_PLAN_3365_Dick_Price_Rd._25_1118 (1).pdf
10.	C-2 usage exclusions	C-2 usage exclusions.pdf
11.	MHC Home Setup Agreement 2025	MHC Home Setup Agreement 2025.pdf
12.	Community Guidelines	Community Guidelines.pdf
13.	MHC Lease-Blank	MHC Lease-Blank.pdf
14.	Mowing Notice	Mowing Notice.pdf
15.	PD Restaurant Rendering	PD Restaurant Rendering.pdf

ORDINANCE NO. 25-792

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING THREE TRACTS OF LAND BEING IN TOTAL APPROXIMATELY 98.746 ACRES OF LAND WITH THE FIRST TRACT BEING SITUATED IN THE SNIDER, E S SURVEY, ABSTRACT 1445 BEING TRACT 1A.721 AC INTO PLAT D21707184 AND IDENTIFIED AS PARCEL 04189140, A SECOND TRACT BEING SITUATED IN THE SNIDER, E S SURVEY ABSTRACT 1445, BEING TRACT 1 1969 12 X 56 .336 AC INTO PLAT D217007184, ADDRESSED AS 4431 S. DICK PRICE RD. AND IDENTIFIED AS PARCEL 04189132, AND THE FINAL TRACT BEING LOT 1, BLOCK 1 OF THE SNIDER ADDITION, ADDRESSED AS 4365 S. DICK PRICE RD., PARCEL 42293721 ALL IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060, FROM R1 RESIDENTIAL DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING ORDINANCE MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property herein described and depicted in Exhibit "A" attached herein, have filed an application to rezone said property; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on December 22, 2025, with respect to the proposed rezoning as described herein; and

WHEREAS, the City Council of the City held a public hearing on January 20, 2026, with respect to the proposed rezoning as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of rezoning on the property; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

Three tracts of land being in total approximately 98.746 acres of land, with the first tract being situated in the Snider, E S Survey, Abstract 1445 being Tract 1A.721 AC into Plat D21707184 and the identified as Parcel 04189140, a second tract being situated in the Snider, E S Survey Abstract 1445, being tract 1 1969 12 X 56.336 AC into plate D217007184, addressed as 4431 S. Dick Price Rd, and identified as Parcel 04189132, and the final tract being Lot 1, Block 1 of the Snider Addition, addressed as 4365 S. Dick Price Rd., Parcel 42293721, all in the City of Kennedale, Tarrant County, Texas, 76060, (the "Property"), as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from "R1" Residential District to "PD" Planned Development District in accordance with the City's comprehensive plan and specific requirements and exhibits incorporated herein.

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SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, attached hereto as **Exhibit "B,"** and a Site Plan as depicted in **Exhibit "C,"** are hereby approved and incorporated herein. The use of the Property described above shall be subject to the restrictions, terms, and conditions set forth in the Development Standards and the Site Plan; shall conform to the permitted standards and regulations of the Unified Development Code; and shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City.

Any further amendments to the permitted standards and regulations of the standards described herein shall require public hearings and approval by the Planning and Zoning Commission and the City Council.

SECTION 4.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 5.

This Ordinance shall be cumulative of all provisions of the Unified Development Code, as amended, all provisions of other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 7.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8.

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

SECTION 9.

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3.10 of the Charter of the City.

SECTION 10.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THIS _____ DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Carvan E. Adkins
City Attorney

EXHIBIT "A"

Legal Description and Location

Legal Description:

1) SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184
2) Lot 1, Block 1 Snider Addition
3) E S SURVEY ABSTRACT 1445 TRACT 1A .721 AC INTO PLAT D21707184

Location Description:

1) 4431 S DICK PRICE RD, Parcel Number 04189132 (71.994 Acres)
2) 4365 S DICK PRICE RD, Parcel Number 42293721 (1 Acres)
3) No Address, Parcel Number 04189140 (25.752 Acres)

Being in total approximately 98.746 acres along the east side of S. Dick Price Road and north of the southern City limit line of the City of Kennedale Texas also being a private Road known as Green Cir.

Location Map:

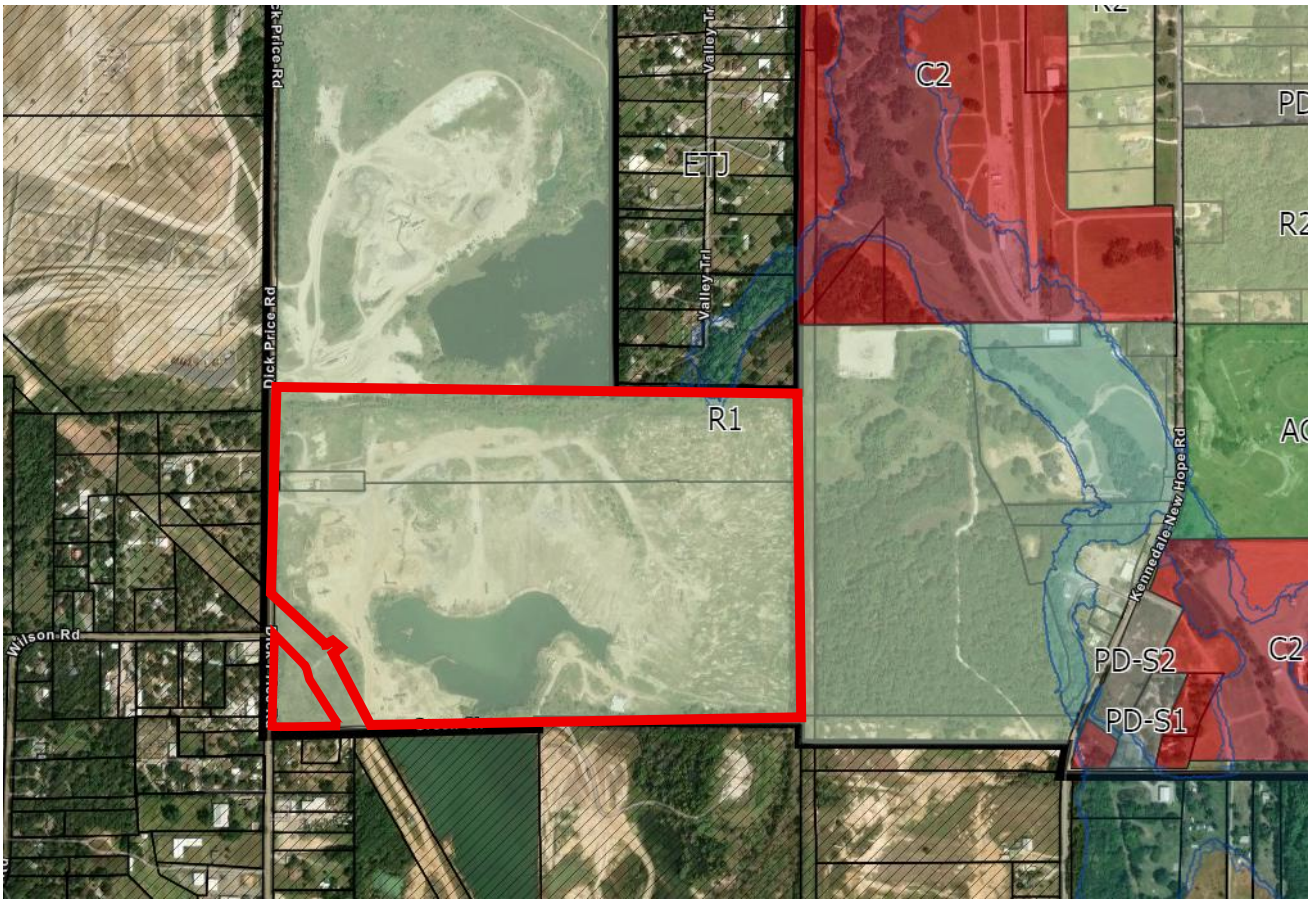


EXHIBIT "B"

DEVELOPMENT STANDARDS FOR COMMERCIAL AND MANUFACTURED HOUSING RESIDENTIAL (PLANNED DEVELOPMENT)

The intent of this planned development is to promote the compatible redevelopment of a site most recently utilized for sand extraction into a managed manufactured home community with areas for retail and commercial services within walking distances but also suitable to serve the broader City via vehicular traffic. This community will utilize private roads features high-quality apartments that are desirable in a higher-density residential area.

I. **Purpose.** This property is designed to allow a commercial/retail front with green space and recreational use separation and a managed manufactured home development consisting of a maximum of 400 dwelling units. The Property owner or Property management entity shall maintain all common areas, private parks, fire lanes and access easements, public access, and utility easements in a good state of repair and maintain the Property to conform to all local, state, and national standards. If required, the City of Kennedale will maintain any dedication of public right of ways and water and sanitary sewer easements. Any new addition, construction, or reconstruction shall meet the requirements of this ordinance.

II. **In General.** In the event of a conflict between this ordinance and the site or concept plan the site or landscape plans shall prevail.

III. **Permitted Uses.** Land use and structures in areas designated for Commercial uses shall comply with uses permitted in the City of Kennedale Unified Development Code Article 6 for the "C2" Commercial District except as indicated in section IV below. Land use and structures in areas designated for Residential and Park use shall comply with uses permitted in the in the City of Kennedale Unified Development Code Article 3 shown in the "MH" Manufactured Housing District except as indicate in Section IV below. The Director of Development Services or his or her designee shall be authorized to determine allowed uses in cases where these standards are unclear or specifically in "Park" designated area, he/she may approve principal recreational or amenity uses not otherwise listed or prohibited if in his or her determination said use would provide a reasonable recreational, cultural, amenity or accessory purpose compatible with intent of these standards.

IV. **Prohibited/Excluded Uses**

A) Commercial Area Exclusions In Commercial designated areas the following uses shall be prohibited

1. Accessory Uses of any kind
2. Bed and Breakfast
3. Hotel/Motel
4. Micro winery with vineyard
5. Recreational Facility, campground
6. Recreational Facility, outdoor
7. Recreational Facility, commercial outdoor-paintball or other survival games
8. Recreational Facility, driving range
9. Recreational Facility, golf course
10. Recreational Facility, RV park
11. Recreational Facility, rodeo ground and arena
12. Recreational Facility, vehicular racing facility
13. Theater, movie, indoor
14. Agricultural operation or farm
15. Agritourism
16. Greenhouse and nursery, commercia
17. Keeping of animals, hobby farm
18. Stables, private
19. Stables, public/commercial
20. Winery, with vineyard
21. Impound vehicle storage facility
22. Landfill
23. Manufacturing, processing and packing-heavy
24. Outdoor storage, commercial and industrial
25. Salvage operations
26. Airport
27. Airstrip
28. Bus terminal
29. Freight terminal, railroad
30. Freight terminal, trucking
31. Helicopter landing pad
32. Parking facility, public or commercial
33. Waste management facility
34. Waste management facility, transfer station
35. Wind energy turbine
36. Cemetery
37. Community public safety- prison or penitentiary
38. Government facility
39. School, college or university
40. School, elementary, middle, high school
41. Animal Service, commercial kennel
42. Animal Service, shelter or rescue
43. Crematorium
44. General office and services- Construction and Building

Services, outdoor storage
45. General office and services-personal services- funeral home (without crematory services)
46. General office and services-with a drive through facility
47. Vehicle wash
48. Vehicle wash, trucks and heavy equipment
49. Residential usage of any kind
50. Bakery, retail-under 2,000 sqft of gross floor area
51. General retail- over 50,000 sqft gross floor area
52. General retail (outdoor)
53. General retail with a drive-through
54. Liquified petroleum gas (LPG) sales
55. Service station
56. Sexually oriented business
57. Temporary use-special function
58. Vehicle Repair-,major
59. Vehicle Sales and rental of any kind
60. Mini Warehouse/Self Storage

B) In Residential designated areas the following uses shall be prohibited

1. Short Term Rentals
2. Recreational Facility, vehicle park- RV's, modified busses, camper tops, trailer mounted campers
3. Dwelling Accessory attached or detached

V. Development Regulations.

A) Development and Spatial Standards: All regulations and standards for the Property shall comply with standards set forth in this in the UDC for the C2 or MH districts as applicable. In the event there is a conflict between the UDC, this ordinance, and/or the attached exhibits, then the order of precedence in resolving such conflict shall be as follows: (1) the attached exhibits, (2) this ordinance, and (3) the UDC.

B) Amenities A specific list, map, or narrative of amenities to be provided in any private park, green space, common area, or buffer yard space shall be submitted for approval to the City. Such information should include information on the number/type/extent and location of said amenities to be provided such as but not limited to playground equipment, trails, picnic tables, gazebos, grills, sport courts, public

pools, community meeting spaces etc. Adequate facilities to serve the recreational needs of residents shall be provided. The Director of Community Development shall determine if said proposed facilities are adequate based on standards applicable to MF district standards. The Director may approve alternate schemes based on the unique mix of site residents and potential users from the commercial areas.

C) Roads and Streets

1. Show and label ROW area to be dedicated to the City for the provision of a future 4-land boulevard throughfare along the south of this property. A minimum of 65' in width for this purpose should generally be indicated except that additional ROW may be needed for turning lanes at the intersection of this thoroughfare and Dick Price Rd.

2. Private streets shall be required to be constructed to public street standards including but not limited to load capacities, curvature, turnarounds and any traffic calming or access restrictions.

D) Parking

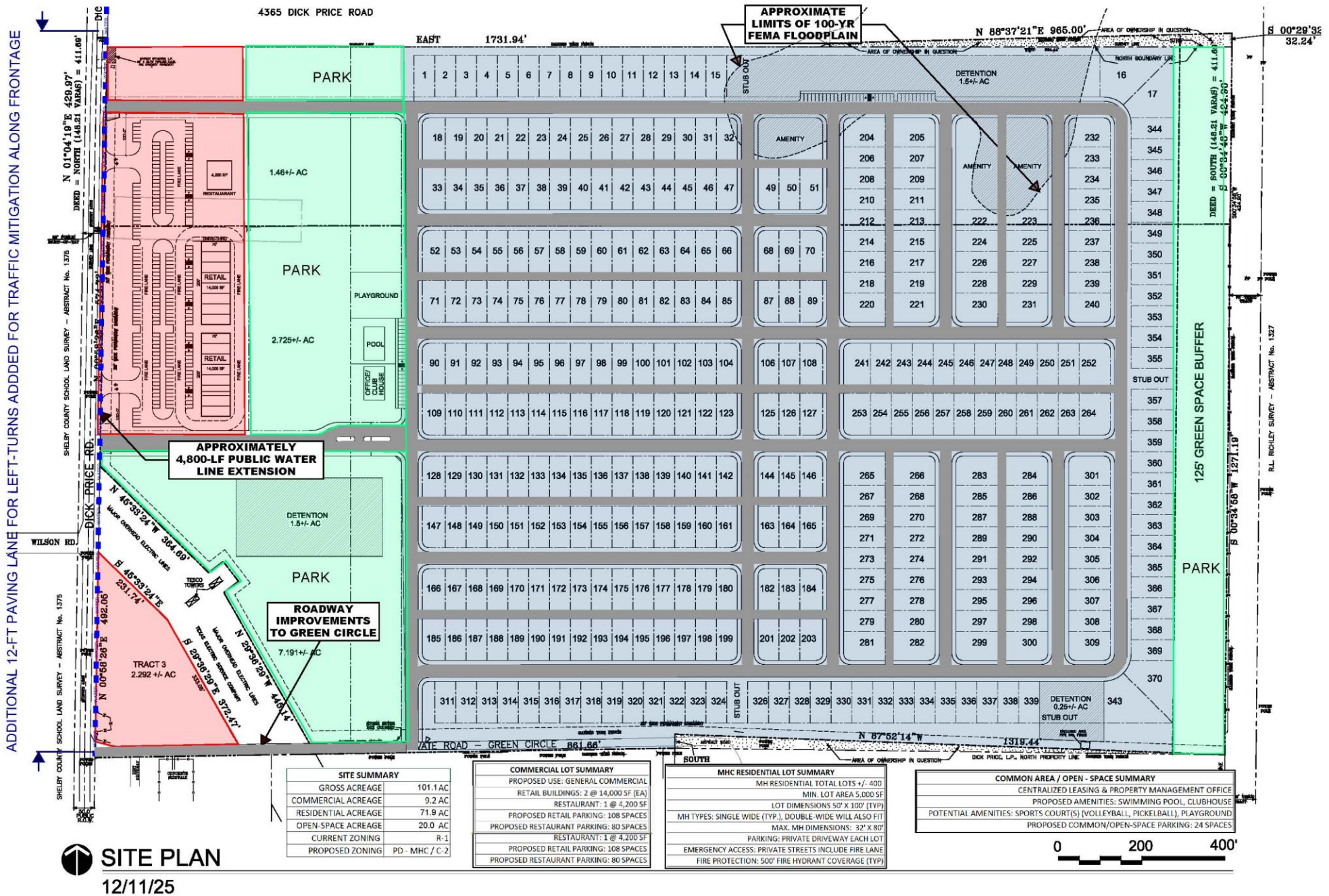
1. maximum of one carport no more than 10' wide by 20' deep may be installed on each residential home site in the MH designated area. Setbacks shall apply.
2. Parking spaces shown on the Commercial area may be relocated t the rear of the buildings if a minimum 30" solid screening wall or fence is provided to prevent headlight glare from intruding across and into the park or residential areas.

E) Pad sites – Ground Preparation All manufactured homes to be emplaced on a concrete pad and appropriately secured.

F) Development Agreement A development agreement for the provision of water, wastewater, stormwater, street, and pedestrian improvements to serve this site must be approved by the City Council or authorized city staff officer prior to the issuance of any building permit on this site

EXHIBIT "C"

SITE PLAN



SITE SUMMARY	
GROSS ACREAGE	101.1 AC
COMMERCIAL ACREAGE	9.2 AC
RESIDENTIAL ACREAGE	71.9 AC
OPEN-SPACE ACREAGE	20.0 AC
CURRENT ZONING	R-1
PROPOSED ZONING	PD - MHC / C-2

COMMERCIAL LOT SUMMARY
PROPOSED USE: GENERAL COMMERCIAL
RETAIL BUILDINGS: 2 @ 14,000 SF (EA)
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES

MHC RESIDENTIAL LOT SUMMARY
MH RESIDENTIAL TOTAL LOTS +/- 400
MIN. LOT AREA 5,000 SF
LOT DIMENSIONS 50' X 100' (TYP)
MH TYPES: SINGLE WIDE (TYP.), DOUBLE-WIDE WILL ALSO FIT
MAX. MH DIMENSIONS: 32' X 80'
PARKING: PRIVATE DRIVEWAY EACH LOT
EMERGENCY ACCESS: PRIVATE STREETS INCLUDE FIRE LANE
FIRE PROTECTION: 500' FIRE HYDRANT COVERAGE (TYP)

COMMON AREA / OPEN - SPACE SUMMARY
CENTRALIZED LEASING & PROPERTY MANAGEMENT OFFICE
PROPOSED AMENITIES: SWIMMING POOL, CLUBHOUSE
POTENTIAL AMENITIES: SPORTS COURT(S) (VOLLEYBALL, PICKELBALL), PLAYGROUND
PROPOSED COMMON/OPEN-SPACE PARKING: 24 SPACES

Revised January 2023

Permit Number

APPLICATION
ZONING CHANGE

Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date Your application **will not be accepted** if any of the below items are missing or incomplete.

- ☐ Legal description of property identified by metes and bounds as determined by a registered surveyor
- ☐ Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- ☐ Payment of rezoning fee: $500.00 for properties less than 10 acres and $1,500.00 for 10 or more acres
- ☐ Project Narrative
- ☐ Concept Plan and any proposed elevations/floorplans

Applicant Information

Applicant Name: Ross Melton

Applicant Title: Sr. Project Manager

Applicant Address: 500 W. 7th Street, #1300, Fort Worth, TX 76102

Applicant Phone: 817-965-4778 Applicant Email: ross.melton@westwoodps.com

Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Robert L Patton Jr ~~Jeff Ryan~~ for TCRG Opportunity XIII LLC

Owner Address: 5201 Camp Bowie Blvd., Suite 200, Fort Worth, TX 76107

Owner Phone: 817-626-9898 Owner Email: rwood@TCRG.com

Property Information

Property Address: 4431 Dick Price, Kennedale, Texas 76060 Property ID - 4189132

Property Legal Description: SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184

Present Use of Property: Quarry (sand gravel)

Present Zoning of Property: R1 - Single Family

Desired Zoning of Property: PD - Planned Development w/Commercial & MHC residential

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Signature of Applicant: Ross L. Melton Date: 09/16/2025

For Office Use Only

Completeness Check

Application form completely filled and signed?	☐ Yes	☐ No
Attached site plan?	☐ Yes	☐ No
Attached legal description of property?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign _____ **Date** _____

Preliminary Planning and Zoning Review

Current zoning: _____ **Proposed zoning:** _____

Required attachments are complete and correct?	☐ Yes	☐ No
Is proposed use permitted under requested zoning?	☐ Yes	☐ No

Sign _____ **Date** _____

Revised January 2023

City of KENNEDALE Texas EST. 1887

OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: 4431 Dick Price, Kennedale, Texas 76060

Legal Description: SNIDER, E S SURVEY Abstract 1445 Tract 1 1969

Applicant: Ross Melton

Type of P&Z Request: Zoning Change

I, Robert L. Patton Jr., current owner of the above mentiond property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Comission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: Robert L. Patton, Jr.

Owner Signature: Robert L Patton Jr

Date: 11/19/2025

****

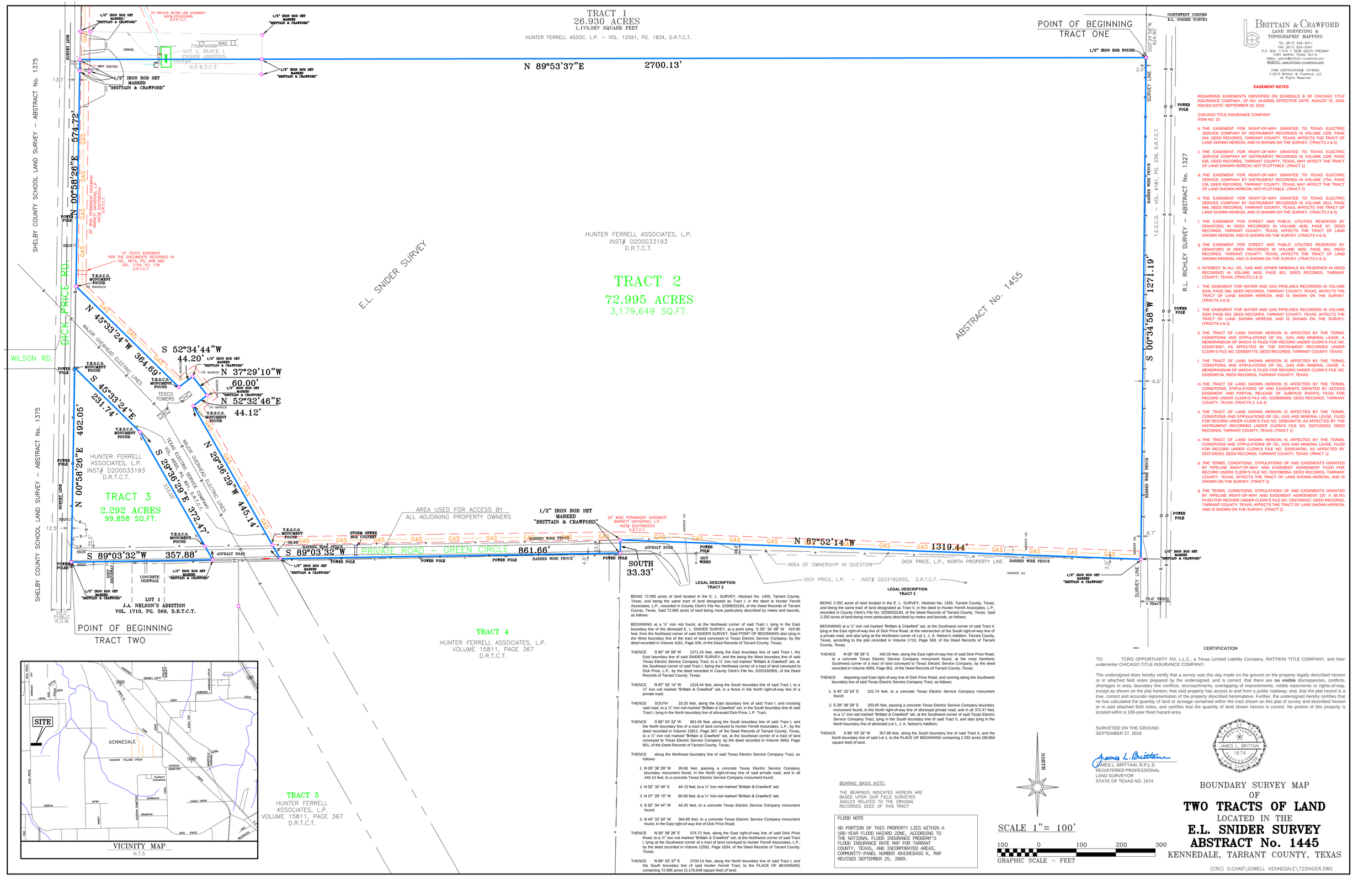
Sworn To and Subscribed before me by Robert L. Patton Jr.

ON THIS 19th DAY OF November, 2025

CHERYL L. COUCH
Notary Public, State of Texas
Comm. Expires 04-28-2026
Notary ID 125016597

Cheryl L Couch

Notary Public, Tarrant County, Texas



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EASEMENT NOTES

REGARDING EASEMENTS IDENTIFIED ON SCHEDULE B OF CHICAGO TITLE INSURANCE COMPANY, GF NO: 16-04056, EFFECTIVE DATE: AUGUST 31, 2016, ISSUED DATE: SEPTEMBER 16, 2016.

CHICAGO TITLE INSURANCE COMPANY
ITEM NO. 10

b. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 634, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)

c. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 636, DEED RECORDS, TARRANT COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, NOT PLOTTABLE. (TRACT 1)

d. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1754, PAGE 136, DEED RECORDS, TARRANT COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, NOT PLOTTABLE. (TRACT 2)

e. THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 4614, PAGE 948, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)

f. THE EASEMENT FOR STREET AND PUBLIC UTILITIES RESERVED BY GRANTORS IN DEED RECORDED IN VOLUME 4630, PAGE 87, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)

g. THE EASEMENT FOR STREET AND PUBLIC UTILITIES RESERVED BY GRANTORS IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)

h. INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACTS 2 & 3)

i. THE EASEMENT FOR WATER AND GAS PIPELINES RECORDED IN VOLUME 5039, PAGE 586, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)

j. THE EASEMENT FOR WATER AND GAS PIPELINES RECORDED IN VOLUME 5039, PAGE 593, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)

k. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, A MEMORANDUM OF WHICH IS FILED FOR RECORD UNDER CLERK'S FILE NO. D204374567, AS AFFECTED BY THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. D208307770, DEED RECORDS, TARRANT COUNTY, TEXAS.

l. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, A MEMORANDUM OF WHICH IS FILED FOR RECORD UNDER CLERK'S FILE NO. D205038734, DEED RECORDS, TARRANT COUNTY, TEXAS.

m. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY ACCESS EASEMENT AND PARTIAL RELEASE OF SURFACE RIGHTS, FILED FOR RECORD UNDER CLERK'S FILE NO. D206085669, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACTS 2, 3 & 4)

n. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, FILED FOR RECORD UNDER CLERK'S FILE NO. D206194779, AS AFFECTED BY THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. D207105352, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACT 1)

o. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, FILED FOR RECORD UNDER CLERK'S FILE NO. D206194780, AS AFFECTED BY D207105353, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACT 1)

p. THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT FILED FOR RECORD UNDER CLERK'S FILE NO. D207080554, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)

q. THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT (20' X 39.78') FILED FOR RECORD UNDER CLERK'S FILE NO. D207294337, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)

LEGAL DESCRIPTION TRACT 2

BEING 72.995 acres of land located in the E. L. SURVEY, Abstract No. 1455, Tarrant County, Texas, and being the same tract of land designated as Tract I, in the deed to Hunter Ferrell Associates, L.P., recorded in County Clerk's File No. D200033193, of the Deed Records of Tarrant County, Texas. Said 72.995 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a ½" iron rod found, at the Northeast corner of said Tract I, lying in the East boundary line of the aforesaid E. L. SNIDER SURVEY, at a point lying S 00° 34' 58" W 424.90 feet, from the Northeast corner of said SNIDER SURVEY. Said POINT OF BEGINNING also lying in the West boundary line of the tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4181, Page 339, of the Deed Records of Tarrant County, Texas;

THENCE S 00° 34' 58" W 1271.19 feet, along the East boundary line of said Tract I, the East boundary line of said SNIDER SURVEY, and the being the West boundary line of said Texas Electric Service Company Tract, to a ½" iron rod marked "Brittain & Crawford" set, at the Southeast corner of said Tract I, being the Northeast corner of a tract of land conveyed to Dick Price, L.P., by the deed recorded in County Clerk's File No. D203182955, of the Deed Records of Tarrant County, Texas;

THENCE N 87° 52' 14" W 1319.44 feet, along the South boundary line of said Tract I, to a ½" iron rod marked "Brittain & Crawford" set, in a fence in the North right-of-way line of a private road;

THENCE SOUTH 33.33 feet, along the East boundary line of said Tract I, and crossing said road, to a ½" iron rod marked "Brittain & Crawford" set, in the South boundary line of said Tract I, lying in the North boundary line of aforesaid Dick Price, L.P. Tract;

THENCE S 89° 03' 32" W 861.66 feet, along the South boundary line of said Tract I, and the North boundary line of a tract of land conveyed to Hunter Ferrell Associates, L.P., by the deed recorded in Volume 15811, Page 367, of the Deed Records of Tarrant County, Texas, to a ½" iron rod marked "Brittain & Crawford" set, at the Southeast corner of a tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4650, Page 801, of the Deed Records of Tarrant County, Texas;

THENCE along the Northeast boundary line of said Texas Electric Service Company Tract, as follows:

1. N 29° 36' 29" W 39.68 feet, passing a concrete Texas Electric Service Company boundary monument found, in the North right-of-way line of said private road, and in all 445.14 feet, to a concrete Texas Electric Service Company monument found;
2. N 52° 32' 46" E 44.12 feet, to a ½" iron rod marked "Brittain & Crawford" set;
3. N 37° 29' 10" W 60.00 feet, to a ½" iron rod marked "Brittain & Crawford" set;
4. S 52° 34' 44" W 44.20 feet, to a concrete Texas Electric Service Company monument found;
5. N 45° 33' 24" W 364.69 feet, to a concrete Texas Electric Service Company monument found, in the East right-of-way line of Dick Price Road;

THENCE N 00° 58' 26" E 574.72 feet, along the East right-of-way line of said Dick Price Road, to a ½" iron rod marked "Brittain & Crawford" set, at the Northwest corner of said Tract I, lying at the Southwest corner of a tract of land conveyed to Hunter Ferrell Associates, L.P., by the deed recorded in Volume 12591, Page 1834, of the Deed Records of Tarrant County, Texas;

THENCE N 89° 53' 37" E 2700.13 feet, along the North boundary line of said Tract I, and the South boundary line of said Hunter Ferrell Tract, to the PLACE OF BEGINNING containing 72.995 acres (3,179,649 square feet) of land.

LEGAL DESCRIPTION TRACT 3

BEING 2.292 acres of land located in the E. L. SURVEY, Abstract No. 1455, Tarrant County, Texas, and being the same tract of land designated as Tract II, in the deed to Hunter Ferrell Associates, L.P., recorded in County Clerk's File No. D200033193, of the Deed Records of Tarrant County, Texas. Said 2.292 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a ½" iron rod marked "Brittain & Crawford" set, at the Southwest corner of said Tract II, lying in the East right-of-way line of Dick Price Road, at the intersection of the South right-of-way line of a private road, and also lying at the Northwest corner of Lot 1, J. A. Nelson's Addition, Tarrant County, Texas, according to the plat recorded in Volume 1710, Page 569, of the Deed Records of Tarrant County, Texas;

THENCE N 00° 58' 26" E 492.05 feet, along the East right-of-way line of said Dick Price Road, to a concrete Texas Electric Service Company monument found, at the mod Northerly Southwest corner of a tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4650, Page 801, of the Deed Records of Tarrant County, Texas;

THENCE departing said East right-of-way line of Dick Price Road, and running along the Southwest boundary line of said Texas Electric Service Company Tract, as follows:

1. S 45° 33' 24" E 231.74 feet, to a concrete Texas Electric Service Company monument found;
2. S 29° 36' 29" E 333.05 feet, passing a concrete Texas Electric Service Company boundary monument found, in the North right-of-way line of aforesaid private road, and in all 372.47 feet, to a ½" iron rod marked "Brittain & Crawford" set, at the Southwest corner of said Texas Electric Service Company Tract, lying in the South boundary line of said Tract II, and also lying in the North boundary line of aforesaid Lot 1, J. A. Nelson's Addition;

THENCE S 89° 03' 32" W 357.88 feet, along the South boundary line of said Tract II, and the North boundary line of said Lot 1, to the PLACE OF BEGINNING containing 2.292 acres (99,858 square feet) of land.

BEARING BASIS NOTE:

THE BEARINGS INDICATED HEREON ARE BASED UPON OUR FIELD SURVEYED ANGLES RELATED TO THE ORIGINAL RECORDED DEED OF THIS TRACT

FLOOD NOTE

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48439C0455 K, MAP REVISED SEPTEMBER 25, 2009.

CERTIFICATION

TO: TCRG OPPORTUNITY XIII, L.L.C., a Texas Limited Liability Company, RATTIKIN TITLE COMPANY, and their underwriter CHICAGO TITLE INSURANCE COMPANY:

The undersigned does hereby certify that a survey was this day made on the ground on the property legally described hereon or in attached field notes prepared by the undersigned, and is correct; that there are **no visible** discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible easements or rights-of-way, except as shown on the plat hereon; that said property has access to and from a public roadway; and, that the plat hereof is a true, correct and accurate representation of the property described hereinabove. Further, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon or in said attached field notes, and certifies that the quantity of land shown hereon is correct. No portion of this property is located within a 100-year flood hazard area.

SURVEYED ON THE GROUND
SEPTEMBER 27, 2016

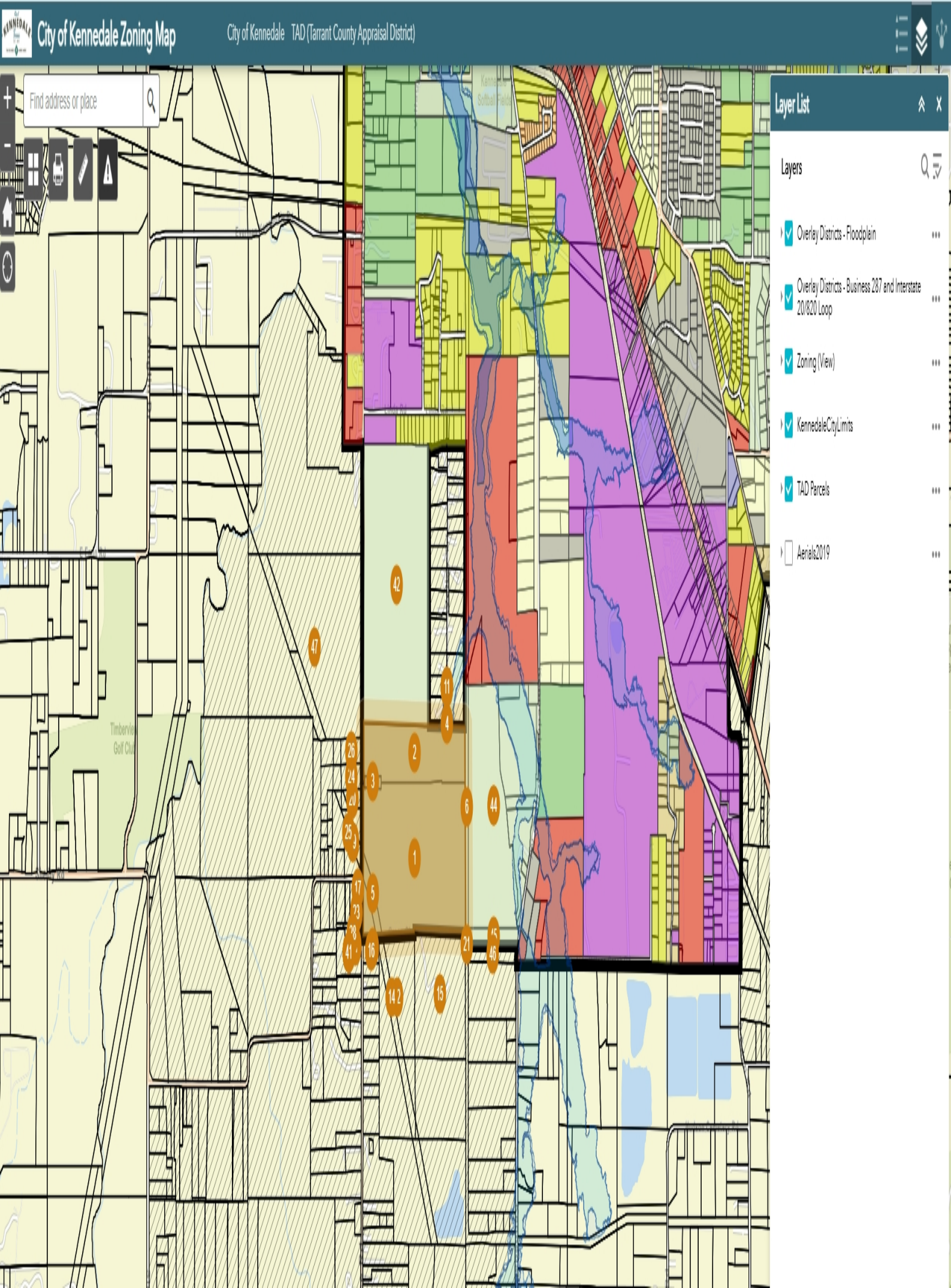
James L. Brittain
JAMES L. BRITTAIN, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 1674

STATE OF TEXAS
REGISTERED
JAMES L. BRITTAIN
1674
PROFESSIONAL LAND SURVEYOR

BOUNDARY SURVEY MAP OF TWO TRACTS OF LAND LOCATED IN THE E.L. SNIDER SURVEY ABSTRACT No. 1445

KENNEDALE, TARRANT COUNTY, TEXAS

(CRC) G:CHAD\SOWELL KENNEDALE\72SNIDER.DWG


City of Kennedale Zoning Map
City of Kennedale TAD (Tarrant County Appraisal District)
Find address or place
Layer List
Layers
Overlay Districts - Floodplain
Overlay Districts - Business 287 and Interstate 20/820 Loop
Zoning (View)
KennedaleCityLimits
TAD Parcels
Aerials2019
Timberview Golf Club
Kennedale Softball Fields

displayname	address
HUDSON JANICE LEE	7777 GLEN AMERICA DR #365
INDEPENDENT GAS CO	PO BOX 206 TAX DEPT
KING LINDA F	PO BOX 1462
MARTIN CYNTHIA E	4344 VALLEY TR
MCKELVY JAMES F	4344 VALLEY TR UNIT B
TARRANT PROPERTIES INC	2620 W PIONEER PKWY STE 102
INDEPENDENT ENVIRONMENTAL SVCS INC	3 WATERWAY SQ PL STE 100
TCRG OPPORTUNITY XIII LLC	5201 CAMP BOWIE BLVD STE 200
BROWN LONNIE A	4370 DICK PRICE RD
BROWN CYNTHIA	4390 DICK PRICE RD
WILSON JERRY G	5735 WILSON RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100
ATIQUE ENTERPRISES INC	4540 DICK PRICE RD
GOFF EDWARD L	4590 DICK PRICE RD
ONSTAD TRACY	4605 DICK PRICE RD
AUSTIN MARY SUE	4610 DICK PRICE RD
TODD G E	4630 DICK PRICE RD
ALLIED WASTE SYSTEMS INC	18500 N ALLIED WAY
MARTIN AIMEE A	1575 WALLIS RD
CITY OF KENNEDALE	405 MUNICIPAL DR
KENNEDALE ISD	120 KENNEDALE PKWY

city	state	zip	situsaddress
DALLAS	TX	75225	4068 KENNEDALE NEW HOPE RD
WHIPPANY	NJ	7981	4224 KENNEDALE NEW HOPE RD
MANSFIELD	TX	76063	4244 KENNEDALE NEW HOPE RD
KENNEDALE	TX	76060	4344 VALLEY TR
KENNEDALE	TX	76060	4344 VALLEY TR
ARLINGTON	TX	76013	4344 VALLEY TR
THE WOODLANDS	TX	77380	4080 DICK PRICE RD
FORT WORTH	TX	76107	4365 DICK PRICE RD
FORT WORTH	TX	76140	4370 DICK PRICE RD
FORT WORTH	TX	76140	4390 DICK PRICE RD
FORT WORTH	TX	76140	4430 DICK PRICE RD
DALLAS	TX	75313	4451 DICK PRICE RD
FORT WORTH	TX	76140	4540 DICK PRICE RD
FORT WORTH	TX	76140	4590 DICK PRICE RD
FORT WORTH	TX	76140	4601 DICK PRICE RD
FORT WORTH	TX	76140	4610 DICK PRICE RD
FORT WORTH	TX	76140	4630 DICK PRICE RD
PHOENIX	AZ	85054	5300 GREEN CIR
ALEDO	TX	76008	701 S DICK PRICE RD
KENNEDALE	TX	76060	
KENNEDALE	TX	76060	

HUDSON JANICE LEE
7777 GLEN AMERICA DR #365
DALLAS, TX 75225

INDEPENDENT GAS CO
PO BOX 206 TAX DEPT
WHIPPANY, NJ 7981

KING LINDA F
PO BOX 1462
MANSFIELD, TX 76063

MARTIN CYNTHIA E
4344 VALLEY TR
KENNEDALE, TX 76060

MCKELVY JAMES F
4344 VALLEY TR UNIT B
KENNEDALE, TX 76060

TARRANT PROPERTIES INC
2620 W PIONEER PKWY STE 102
ARLINGTON, TX 76013

INDEPENDENT ENVIRONMENTAL SVCS
3 WATERWAY SQ PL STE 100
THE WOODLANDS, TX 77380

TCRG OPPORTUNITY XIII LLC
5201 CAMP BOWIE BLVD STE 200
FORT WORTH, TX 76107

BROWN LONNIE A
4370 DICK PRICE RD
FORT WORTH, TX 76140

BROWN CYNTHIA
4390 DICK PRICE RD
FORT WORTH, TX 76140

WILSON JERRY G
5735 WILSON RD
FORT WORTH, TX 76140

ONCOR ELECTRIC DELIVERY CO LLC
PO BOX 139100
DALLAS , TX 75313

ATIQUE ENTERPRISES INC
4540 DICK PRICE RD
FORT WORTH, TX 76140

GOFF EDWARD L
4590 DICK PRICE RD
FORT WORTH, TX 76140

ONSTAD TRACY
4605 DICK PRICE RD
FORT WORTH, TX 76140

AUSTIN MARY SUE
4610 DICK PRICE RD
FORT WORTH, TX 76140

TODD G E
4630 DICK PRICE RD
FORT WORTH, TX 76140

ALLIED WASTE SYSTEMS INC
18500 N ALLIED WAY
PHOENIX, AZ 85054

MARTIN AIMEE A
1575 WALLIS RD
ALEDO, TX 76008

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDALE, TX 76060

KENNEDALE ISD
120 KENNEDALE PKWY
KENNEDALE, TX 76060

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
DATE CHANGE

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-20 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTIES LOCATED AT 4365 DICK PRICE RD, PARCEL 04189140, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1A .721 AC INTO PLAT D21707184, 4365 S DICK PRICE RD, PARCEL 42293721, SNIDER ADDITION, Block 1, Lot 1 AND 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1 1969 12 X 56 .336 AC INTO PLAT D217007184 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at least three business days before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
DATE CHANGE

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

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We are sending notification to those who own real property(ies) within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

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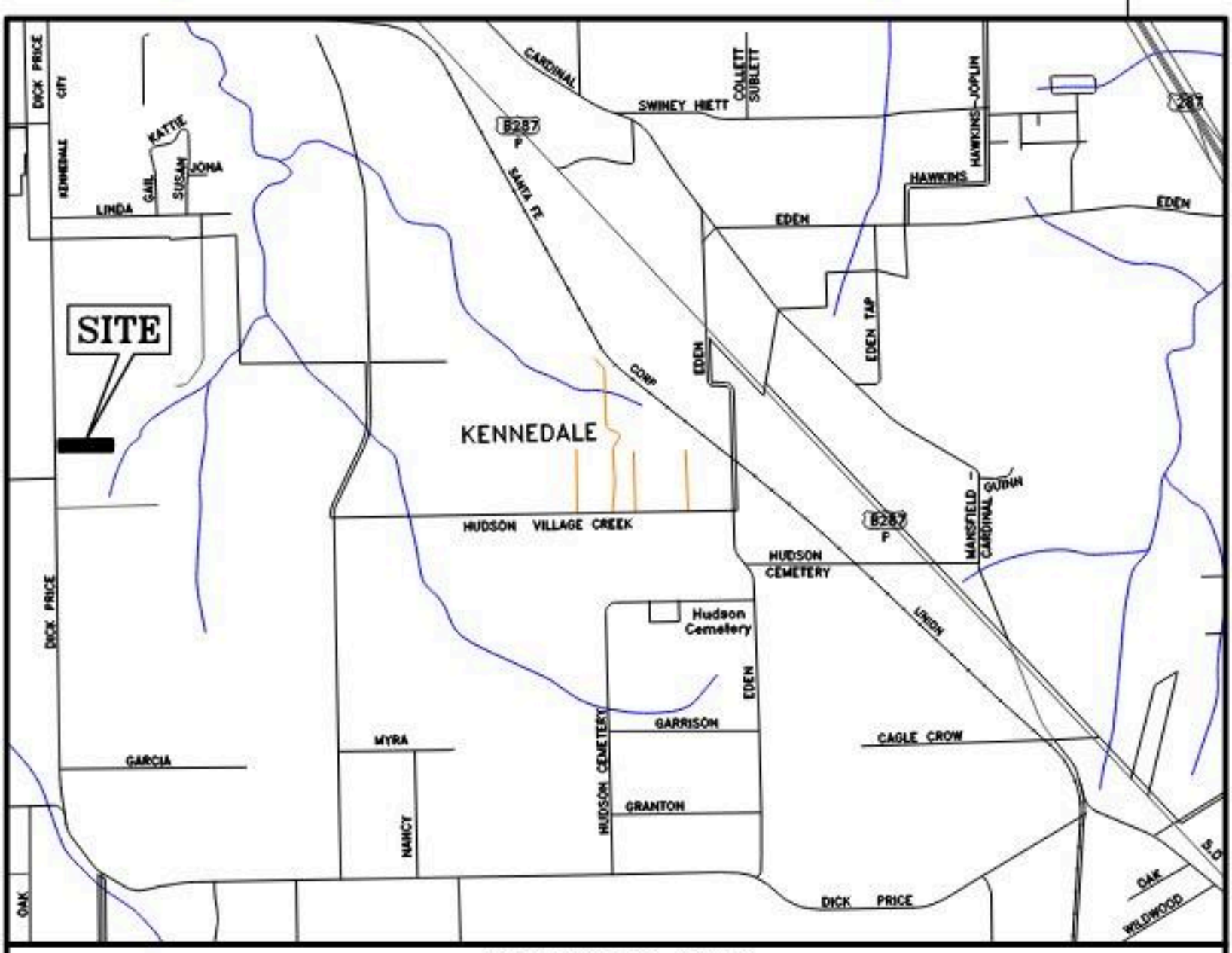
Sincerely,

Tina Cox
Deputy City secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105



VICINITY MAP

N.T.S

4365 DICK PRICE ROAD

ADDITIONAL 12-FT PAVING LANE FOR LEFT-TURNS ADDED FOR TRAFFIC MITIGATION ALONG FRONTAGE

APPROXIMATE LIMITS OF 100-YR FEMA FLOODPLAIN

APPROXIMATELY 4,800-LF PUBLIC WATER LINE EXTENSION

ROADWAY IMPROVEMENTS TO GREEN CIRCLE

PARK

1.46+/- AC

2.725+/- AC

PLAYGROUND

POOL

OFFICE/ CLUB HOUSE

4,200 SF RESTAURANT

RETAIL 14,000 SF

RETAIL 14,000 SF

DRIVE-THRU

DETENTION 1.5+/- AC

DETENTION 0.25+/- AC

TRACT 3 2.292 +/- AC

7.191+/- AC

125' GREEN SPACE BUFFER

AMENITY

STUB OUT

DICK PRICE RD.

WILSON RD.

EAST 1731.94'

N 88°37'21"E 965.00'

S 00°29'32 32.24'

N 01°04'19"E 429.97'
DEED = NORTH (148.21 VARAS) = 411.69'

S 00°34'48"W 424.90'
DEED = SOUTH (148.21 VARAS) = 411.69'

N 00°58'26"E 524.92'

N 45°33'24"W 364.69'

S 45°33'24"E 231.74'

N 29°36'29"W 445.14'

S 29°36'29"E 372.47'

N 87°52'14"W 1319.44'

S 00°34'58"W 1271.19'

SHELBY COUNTY SCHOOL LAND SURVEY – ABSTRACT No. 1375

R.L. RICHLEY SURVEY – ABSTRACT No. 1327

SITE SUMMARY	
GROSS ACREAGE	101.1 AC
COMMERCIAL ACREAGE	9.2 AC
RESIDENTIAL ACREAGE	71.9 AC
OPEN-SPACE ACREAGE	20.0 AC
CURRENT ZONING	R-1
PROPOSED ZONING	PD - MHC / C-2

COMMERCIAL LOT SUMMARY
PROPOSED USE: GENERAL COMMERCIAL
RETAIL BUILDINGS: 2 @ 14,000 SF (EA)
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES
RESTAURANT: 1 @ 4,200 SF
PROPOSED RETAIL PARKING: 108 SPACES
PROPOSED RESTAURANT PARKING: 80 SPACES

MHC RESIDENTIAL LOT SUMMARY
MH RESIDENTIAL TOTAL LOTS +/- 400
MIN. LOT AREA 5,000 SF
LOT DIMENSIONS 50' X 100' (TYP)
MH TYPES: SINGLE WIDE (TYP.), DOUBLE-WIDE WILL ALSO FIT
MAX. MH DIMENSIONS: 32' X 80'
PARKING: PRIVATE DRIVEWAY EACH LOT
EMERGENCY ACCESS: PRIVATE STREETS INCLUDE FIRE LANE
FIRE PROTECTION: 500' FIRE HYDRANT COVERAGE (TYP)

COMMON AREA / OPEN - SPACE SUMMARY
CENTRALIZED LEASING & PROPERTY MANAGEMENT OFFICE
PROPOSED AMENITIES: SWIMMING POOL, CLUBHOUSE
POTENTIAL AMENITIES: SPORTS COURT(S) (VOLLEYBALL, PICKELBALL), PLAYGROUND
PROPOSED COMMON/OPEN-SPACE PARKING: 24 SPACES

0 200 400'

SITE PLAN

12/11/25

C-2 Exclusions:

1.) Accessory Uses of any kind
2.) Bed and Breakfast
3.) Hotel/Motel
4.) Micro winery with vineyard
5.) Recreational Facility, campground
6.) Recreational Facility, outdoor
7.) Recreational Facility, commercial outdoor-paintball or other survival games
8.) Recreational Facility, driving range
9.) Recreational Facility, golf course
10.) Recreational Facility, RV park
11.) Recreational Facility, rodeo ground and arena
12.) Recreational Facility, vehicular racing facility
13.) Theater, movie, indoor
14.) Agricultural operation of farm
15.) Agritourism
16.) Greenhouse and nursery, commercial
17.) Keeping of animals, hobby farm
18.) Stables, private
19.) Stables, public/commercial
20.) Winery, with vineyard
21.) Impound vehicle storage facility
22.) Landfill
23.) Manufacturing, processing and packing-heavy
24.) Outdoor storage, commercial and industrial
25.) Salvage operations
26.) Airport
27.) Airstrip
28.) Bus terminal
29.) Freight terminal, railroad
30.) Freight terminal, trucking
31.) Helicopter landing pad
32.) Parking facility, public or commercial
33.) Waste management facility
34.) Waste management facility, transfer station
35.) Wind energy turbine
36.) Cemetery

37.) Community public safety- prison or penitentiary
38.) Government facility
39.) School, college or university
40.) School, elementary, middle, high school
41.) Animal Service, commercial kennel
42.) Animal Service, shelter or rescue
43.) Crematorium
44.) General office and services- Construction and Building Services, outdoor storage
45.) General office and services-personal services- funeral home (without crematory services)
46.) General office and services-with a drive through facility
47.) Vehicle wash
48.) Vehicle wash, trucks and heavy equipment
49.) Residential useage of any kind
50.) Bakery, retail-under 2,000 sqft of gross floor area
51.) General retail- over 50,000 sqft gross floor area
52.) General retail (outdoor)
53.) General retail with a drive-through
54.) Liquified petroleum gas (LPG) sales
55.) Service station
56.) Sexually oriented business
57.) Temporary use-special function

This letter serves to verify and ensure that the home which will soon be located at , and owned by_____, will be supplied with the necessary setup to comply with Community Name MHC uniformity.

Please verify in writing your commitment to properly setup the home with contractors approved by Community Name management prior to work being done.

I _____ , understand and acknowledge that I have read the New Home Move-In Requirements.

By signing below I'm agreeing to receive prior approval, and communicate with Community Name MHC management during all aspects of the home setup process.

I hereby agree that I shall pay for the complete setup of the home to Community Name standards and follow all necessary and legal steps to complete the home to such standards in a timely manner.

_____.

I agree to contact Community Name MHC management following construction steps to set up the home so that the steps can be inspected and approved by management to assure community standards are maintained. _____.

I agree to setup the home with all New Home Move in Requirements set forth by Community Name MHC._____.

I agree to pay monthly lot rent in a timely manner from the time the home is placed on the lot.

_____.

Community Name
Guidelines

These are the guidelines, rules, and standards in the Community designed to protect your health and safety as a Resident here in Community Name.

Community Address. Kennedale, TX 76140
Office (XXX) XXX-XXXX

APPLICATION AND BACKGROUND CHECK PROCEDURE: All persons 18 and over must apply for residency at Community Name. They must fall into the categories listed below, fill out an application, and submit a $XX.00 non-refundable application fee.

- Persons applying for Occupancy **only** will have only a background check done.
- Persons applying for Residency and Financial Responsibility will have a background check and a credit check done which will be used as part of the process to determine if there is sufficient income to support site rent and utility charges as well as using it to calculate overall Debt to Income ratio (DTI) with a maximum of 50% and Housing ratio with a maximum of 40%.
- Persons who are purchasing a home for sale by owner, listed through a Realtor, or a Broker must provide the purchase agreement by producing a copy of the sales contract, method of payment, and terms of the home sale. It must include purchase price and monthly payment amount including taxes and insurance. (The home purchase can **NOT** close until residency application has been completed and residency been approved)
- Persons who are applying to move in with an existing homeowner in the community must have a letter from the homeowner, requesting that an application be run for residency.
- Any person/persons buying a home through Community Name Brokerage, must also submit the application for residency approval within Community Name along with their loan application. If purchasing a home with cash, persons must provide proof of funds.
- Persons who are bringing in a home from a retailer, manufacturer, or pre-owned home to place on a vacant lot must apply for residency approval. The application for residency needs to include the information about the home loan payment if there is one so that ratios can be calculated for sufficient income to support site rent and utility charges.

WHEN MAKING AN APPLICATION: You will be given a form that lists what documents you'll need to submit with your application. All documents are used to verify income, identity, source of funds, and run a detailed background check. Documents can include Driver's License, S.S. card, ITIN, paystubs, bank statements, W-2's or 10-99's, and any other documents needed for residency verification.

AIR CONDITIONERS: Central air conditioners and split units are permitted. Central air conditioners and split units must be located on the side or the rear of the home and must be installed according to city building requirements or manufacturer's installation requirements**. Window air conditioning units are not permitted** without prior authorization from the Management and will only be approved for temporary use until the central unit is fixed or replaced**.** A licensed electrician must perform all electrical work. (See section on Fines)

ANTENNAS: No television, CB, FM or ham radio antennas are permitted to be installed outside of the home without the specific written authorization of Community Management. Management will advise if local ordinances also prohibit different types of antennas in the Community.

CARPORTS: All carports must be fabricated of aluminum or steel, specifically designed for awning applications and installed in a safe and decorative manner. All carport installations must be **approved by Management** prior to purchasing and installing.

BASKETBALL HOOPS: Portable basketball hoops are allowed. However, they must be following the City of Kennedale ordinances. The hoops cannot be in the street, on the sidewalks or grass area near or on the curbs. All hoops should be laid down beside the home at night. NO PLAYING in the street is allowed at any time.

CURFEW: The curfew hours for Occupants **17** years of age and under is **10:00PM Monday through Sunday** within Community Name.

CHILDREN: Occupants ages **13 to 18** years of age are not allowed to loiter around the Community facilities, roam the streets after 10:00 P.M., or loiter at the office, playground, pool, or clubhouse area without an adult present. Occupants **12 and under** are not allowed to play in parking lots, other Resident home sites without homeowners permission or other Community common areas without adult supervision. **Parents will be held accountable for their children's actions and any damages caused by them to Community property or other Residents property.** Children and their Parents are also subject to criminal prosecution and potential eviction.

CLUBHOUSE REGULATIONS: The clubhouse and its variety of facilities are for the exclusive use of Community Residents, their families and their guests. Guests must be accompanied by the homeowner or resident. The use of equipment and facilities is at the express risk of the user who will be held responsible for all damages resulting from misuse and abuse. The clubhouse hours are from 9:00a.m to 11:00p.m and can be reserved during these hours through the Community Name Management Office. On some special occasions, the clubhouse may have extended hours upon request approved by Management.

Residents must be current on all accounts when reserving the clubhouse and on the date of the event they have reserved the clubhouse

- Children are only permitted in the clubhouse and facilities when accompanied by an adult Resident. **Children must be supervised at all times.**

- Activities involving teens are restricted to areas designated by the adult in charge and do not include running or other horseplay through the building or loitering in the offices, clubhouse, or playground areas.

- Shoes and proper attire must be worn in the building at all times.

- Homeowner Residents may reserve the party room for private entertaining, such as birthday parties, graduations, anniversaries, retirements, holidays, family gatherings, first communions, baptisms, wedding showers, baby showers, homeowner's wedding rehearsals and only the homeowner's wedding reception. The party room cannot be reserved for commercial parties for private clubs, associations, political gatherings, or

religious services. Residents raising funds for charities may reserve the party room with approval of the Management office. Regular, consecutive bookings shall be restricted to social groups totally comprised of Residents. Residents must complete a reservation form and pay, in advance, a deposit of five hundred **$500.00** dollars to hold their reservation date. The deposit will be refunded if the clubhouse is left in the same condition that it was received. Homeowner Residents will be held responsible for any and all damages to the facilities. In addition, a **$50.00** cleaning deposit is required. If the clubhouse is left clean, that deposit will also be returned. The Clubhouse must be cleaned and vacated by 9:00 a.m. the day after it has been reserved.

- Party activities must remain within the clubroom, and party activities **are not allowed** in other areas, **outside grounds, playground, or pool**. Violation of this rule will be sufficient grounds for Management to withhold the full cash deposit. **Exception:** With Management approval, inflatables can be approved.

- Community Name does not approve alcoholic beverages at the Community clubroom or pool area. Alcoholic beverages are NOT allowed in the building at any time. However, alcohol (such as champagne for a **wedding toast**) may be served under certain planned circumstances and only if in compliance with Kennedale city ordinances. These exceptions must be approved by Management. No alcoholic beverages may be served to anyone under the legal drinking age. Any homeowner who reserves the clubroom will be held responsible if there is any unapproved service of and consumption of alcoholic beverages at his/her party.

- No gambling activities are allowed except those permitted by law and restricted to non-profit service organizations properly licensed by state or local authorities.

- The use of amplifying systems with live or recorded music must be at a minimal level in consideration of Residents living near the clubhouse and must have prior approval by the Management.

- Food and drink are allowed in the party room only.

- Trash must be removed and disposed of properly.

- Management will not be responsible for items left in the clubroom by Residents.

- Persons caught stealing or maliciously damaging the building or equipment will be considered just cause to initiate legal proceeding for eviction and prosecuted to the fullest extent of the law if cost reimbursement methods have been exhausted. **Parents will be held responsible for the actions of their children.**

COMMUNITY OFFICE: The Community office is open Monday through Friday for your convenience to assist you with Community-related issues. The Community office hours and telephone number are posted at the office. All Residents are advised to contact the Community office, or stop by in person if you have a Community-related problem

such as: disturbances, payments, additions and changes to your home site or question about the Community rules and regulations. Make all changes related to your residency registration status at the Community office. All delinquent rents after the grace period must be paid at the Community office. Do not go to the Community Management or sales personnel's private homes for Community related business other than for emergencies, i.e., fire, major underground water, sewer, or vandalism of Community owned property.

COMMUNITY HOMESITE FEES: Every Resident will be paying the current Market Rent when you enter into a lot lease with Community Name. Your monthly Community home site fee is also determined by location of the site and will be either a Regular or Premium Fee. The monthly fee is due and payable at the Community office. If any payment is not received by Community Name by the end of the grace period of the month in which it is due, the payment will be increased by a late fee equal to _____ Dollars ($XX.00) on the following day and _____ Dollars ($X.00) per day for every day the amount remains unpaid thereafter. Any payment postmarked after the grace period which does not include the late fee WILL NOT be posted to the Residents account until the late fee has been paid.

· Community Name does NOT accept partial payments
· Community Name does NOT accept or hold postdated checks
· After the grace period of each month, all payments must include the $XX.00 late fee plus the $X.00 per day until payment is paid in full.

Sixty (60) days' notice shall be given before vacating the Community unless waived by Management.

Homeowners will be charged _____ **($XX.00)** dollars for each personal check they write when it is returned by the bank due to non-sufficient funds or the account being closed. If you pay with an NSF check, you will not be able to pay with checks for the next 3 months. If you present a second NSF check, you will not be able to pay with a check for the following 6 months. After that, you will not be allowed to pay by check going forward if you have a third NSF check.

DELINQUENT PAYMENTS: Monthly fees paid after the grace period can ONLY be paid at the COMMUNITY OFFICE. Payment must be made by cashier's check, personal check, money order, or direct deposit. **NO CASH**. Residents not paying their delinquent monthly fees at the Community office within the grace period after the due date shall be sent a legal notice by the Management office for non-payment. The Notice will be a **10-Day Notice to Cure**. This Notice will give the Resident 10 days to pay their delinquent account in full. If the account is not paid in full after the 10-day notice, the Resident will receive a **3-Day Notice to Vacate**. This notice will give the Resident 3 days to vacate the home or pay the delinquent balance in full. Delinquent payments not paid in full at the Community office by the last day indicated on the Notice to Vacate may cause legal action, including eviction, to be instituted by the Management. In the event Management determines any Resident to be delinquent or in default of the monthly fee agreement and/or in violation of the rules and regulations and deems it advisable to commence eviction and/or collection proceedings against such Resident in the court of proper

jurisdiction, then any such Resident may be subject to pay as non-refundable fees and/or charges all expenses and costs, including attorney fees, reasonably related to these proceedings including, but not limited to, the following:

- Preparation and filing of Sworn Complaint for Eviction for Manufactured Home Community;
- Preparation and filing of Eviction/Forcible Worksheet;
- Any court appearance by Community and its attorney;
- Drafting and filing Dismissal of the Eviction; and
- Requesting a Writ of Possession and any fee or charge required by the constable or like officer for causing the service and enforcement of a Writ to recover possession of the premises.

Management may at its discretion report all late payments and court action to any credit reporting agency.

Additional fees are charged for (1) water and sewer fees including flat fees, administration fees and usage fees and (2) storage fees for space reserved in a Community storage area. Management is compelled to collect any state or local taxes and remit the amount collected to the proper taxing authorities.

COMPANY NAME: The company name, Community Name, and/or its symbol shall not be reproduced for any purpose whatsoever without the express, written consent of Management.

CONSTRUCTION AND ACCESSORIES: Construction of any kind, including painting of the home, whether on a Resident's lot or their home, **must first be approved by Community Management**, in writing, to assure compliance with local, state, and Community requirements. When you choose your contractors, they must come to the office for instructions prior to any work being done on the outside of your home. Local government agencies may require a building permit before starting the work. **The homeowner will be held responsible to comply with any building permit or other local government requirement**.

ELECTRIC: A utility pedestal is provided to each home site. The responsibility for providing service to each homeowner is the sole responsibility of a chosen utility company. The Resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Outside liquid propane gas bottles and fuel tanks are not allowed.

FIREPLACES: Wood burning fireplaces must be installed by a licensed contractor. The fireplace must be in compliance with any state, local or Community regulations. Proper local permits must be acquired by the homeowner. Chimney stacks must be installed through the home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the Community. Chimney stacks cannot be constructed through

the side wall of the home. Residents with wood burning fireplaces must store firewood in a orderly manner on the sides or backs of their homes. A maximum of one (1) cord of wood can be stored on site. Management will advise you if there is a problem with your firewood storage methods.

HOME ADDRESS: Homeowners are required to display Community provided address plaque numbers. The plaque must be located on an end wall as specified by Management. Home address should be visible and legible at all times.

HOME REQUIREMENTS: All homes shall be approved by Management prior to being places on a lot.

HOMESITE: The following items outline the requirements and standards for your home site at Community Name.

· There will be absolutely no outside storage of any kind permitted on the home site except covered garbage containers. (Garbage containers must be stored out of sight.)
· All tools, lawn mowers, toys, and miscellaneous items must be kept in the utility shed.
· Residents are responsible for tree trimming and tree removal (removal requires prior approval by Management).
· Winter protective devices used to prevent heat loss such as plastic or foil over windows and doors cannot be installed on the exterior of the home. Summer protective devices used to prevent loss of cooling such as plastic or foil over windows or doors cannot be installed on the exterior of the home.
· The **only** type of window coverings that should be showing from the outside of your home on the street side are blinds or drapes.
· Each Resident shall be responsible for regular mowing, trimming, watering, fertilizing, weed control, and general maintenance of his/her home site. Cleanup after mowing includes sweeping of sidewalks and driveways, and bagging of leaves and grass. DO NOT sweep or blow grass into the streets.
· Neglected home sites, will be maintained by Community maintenance at a minimum charge of One Hundred dollars ($100.00 and up) for each time the home site is maintained by Management because of resident's failure to do so. Maintenance of neglected home sites includes cutting the grass, collection of litter, removal of dead trees or shrubs, and weed control.
· Storage under the home or on the site of boxes, bottles, cans, trash, garbage, equipment, or objects which constitute a fire or health hazard or unsightly appearance is not permitted.
· Tents or screen-type gazebos are prohibited on site.
· No laundry shall be hung outside the home, and clotheslines are prohibited.
· Any changes in home size, space arrangement, home addition or attachments to exterior of the home **MUST** have prior written approval by Community Management. A written request or drawn plan must be submitted to Management for approval. All unapproved projects are subject to being removed at owner's expense.
· An approval, if granted, will be given to the written request or plan by Management and a copy put in Residents' file.

· Homeowners and service companies are required to apply for permits from the local municipality building department if required.
· INSTALLATION/MAINTENANCE of any type of vegetable gardens or landscape items requires the specific approval of Management to insure non-interference with underground installations of utilities, local and state codes, or the aesthetics of the Community.
· The exterior or your home must be reasonably maintained on a regular basis. This includes the porches stained and the skirting repaired and repainted.

HOMESITE APPEARANCE: No household furniture such as recliners, couches, dining tables or chairs may be kept out on porches. Only outdoor furniture may be out on your porch. Items piled on your deck, around the deck, behind the deck or home, and between the home and storage buildings is unacceptable. This includes exercise equipment, mattresses, bags or cans, trash, old junk, car parts, etc. These items CANNOT be kept on your home site and must be disposed of properly Residents have access to the local landfill by taking your monthly statement with the water bill. Branches, tree trimmings, shrubs, bags of grass or leaves, or any type of landscape materials is not picked up by the weekly trash service.

LANDSCAPING: All landscaping improvements installed by Residents shall become a part of the real property of the Community. All landscaping improvements remain upon and are surrendered to the Community when the site is surrendered, vacated, or abandoned. However, at Management's opinion, Resident, at his/her expense when surrendering the site, may remove all such landscaping planted by Resident and Resident shall be responsible for repair of any damage to the real property caused by the removal.

MOTORCYCLES: Licensed motorcycles may only be ridden to and from the Resident's home. Please be courteous about motorcycles with loud mufflers. Please be courteous about loud music with regard to motorcycles riding through the Community. Motorcycles cannot be parked or stored on landscaping. Operation of mini-bikes, mopeds, go carts, dirt bikes or three or four wheel all-terrain vehicles are prohibited in the Community. Operation of these vehicles in the Community will be subject to a **fine** by Management. (See section on fines.)

NOISE CONTROL: It is the purpose and intent of Community Name to guarantee freedom from disturbing noises AT ALL TIMES. Excessive and abnormal use of television, radio and particularly stereos **(including vehicle/motorcycle stereos),** will cease between the hours of 10:00 p.m. and 8:00 a.m. The use of any fireworks is prohibited in the Community and the immediate perimeter of the Community. The use of fireworks in the Community will be subject to a **fine** by Management. (See section on fines)

PARKING: Parking is provided for cars on each home site. Please fill your parking pad before parking out in the street.
· **NO PARKING IS PERMITTED ON SIDEWALKS OR LAWNS**.
· Fire, ambulance or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way.

· No illegal street parking is permitted. For example, **NO PARKING IN THE FIRE LANES IS PERMITTED AT ANY TIME**.
· Vehicles illegally parked in streets or vehicles parked in Community parking areas and left unattended for an extended period of time will be towed out of the Community at the owner's expense.
· Additional parking may be installed, at the Resident's sole expense, provided the additional parking area is not in violation of local and state regulations and written **Community Management approval is obtained. Additional parking is based on availability on each lot.**
· Residents may have more than two vehicles, but they must be registered and in working order.
· **DO NOT BLOCK** other Resident's sidewalks or driveways and do not block Community Name Brokerage Homes For Sale.
· Vehicle parking is prohibited within 10 feet of any fire hydrant located in the Community.
· **Vehicles must be parked at least 30 feet from any corner or alley entrance in the Community.**

PET POLICY: Failure to abide by the Community Pet Policy will result in action up to requiring removal of the pet or eviction.

1) Resident must obtain Management written approval for all pets on an individual basis. Residents may have, with Management's prior written approval registered "domesticated" pets. Domesticated pets include cats and dogs, which are typically kept as household pets. Domesticated pets do not include exotic animals, rodents, reptiles, snakes, monkeys and/or farm animals. Management reserves the right to reject pets which may be dangerous to others within the Community. Animals which are not approved of by Management may not be kept within the confines of this Manufactured Home Community. **Residents must provide Management with a photograph of each pet.**

2) Residents are required to clean up all animal feces at the home site on a daily basis, and while walking their pet, including the open areas. Any damage to landscaping caused by a pet must be repaired. Please be neighborly and make sure to clean up if your pet uses someone's yard. It is best to try and prevent pets from going in other peoples' yards. **"No person shall discharge, deposit, or allow to accumulate on private or public property in the City of Kennedale, any animal waste. Violators can be charged with a Class C misdemeanor."** (per the City of Kennedale Ordinances)

3) Residents are solely and totally responsible for the behavior of their pets. Noisy, unruly, or dangerous (at the sole discretion of the Management) pets will not be allowed to remain in the Community, **even if the pet was previously approved by Management.** Management will require that noisy or unruly pets be permanently removed from the Community following the issuance of a second notice of violation of the Pet Rules. Any pet which bites, attacks, or threatens a

person or other pet in the Community must be removed immediately upon the first notice from Management.

4) Pets are **NOT** allowed in any **office, clubroom, playground, or pool areas.**

5) If a pet is required for disability or emotional support assistance then certification and documentation from an approved medical provider must be supplied to Management on the disability of the applicant and the capability of the pet. **This does not mean an online certification of approval of a pet being a "therapy" or "emotional" support pet or any other online certification status.**

6) Pets may NOT be tethered outside at any time. Fenced-in enclosures, electric fences, invisible electronic dog fences, dog runs and doghouses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs are allowed. Any pet found running loose or tied up outside a Resident's home may be caught and turned over to the local animal shelter. Residents will be responsible for all costs and charges assessed by the shelter or charges to Management.

7) Residents will present valid written proof to the Community office that their pet has been properly inoculated and licensed in accordance with state, county, or local laws and ordinances upon request.

8) All pets must wear an identification collar, including owner's name, address, and phone number.

Resident agrees that he/she assumes full responsibility for the occurrence of any harm, injury, including death, incurred by any person or for any damage to the property of the Community or any other person, as a result of the behavior or conduct of their pet. Management disclaims any responsibility for the occurrence of harm, injury, or death to a pet caused by agents or employees or by Residents or their guests, except for Management's failure to perform a duty or negligent performance of a duty imposed by law.

PUBLIC CONVENIENCES: The public conveniences in this Community are maintained as a service to the Resident and should be respected and cared for in the same manner as the home. Your cooperation in keeping rest rooms, clubhouse, playground, picnic areas, or any other community amenities clean and serviceable is essential and appreciated. Any irregularities in the operation of these conveniences should be reported to Management immediately. Please leave all equipment, machines, and fixtures clean after use.

RECREATIONAL EQUIPMENT: Boats, trailers, utility trailers, cargo trailers, motor homes, unmounted truck campers, RV campers, and ATVs are not permitted on site or in Community parking areas. Please check with Management for approval for loading and unloading RVs and boats**. Normal time is 24 hours before for loading and 24 hours after for unloading, then the RV or boat needs to be returned to storage**

facility. In Communities that have special storage areas, the Residents may store their recreational equipment in the storage area at an additional fee per month (if space is available). If there is no Community storage area or should space not be available, these items must be kept outside the Community. Vans and van sized mini motor homes may be allowed when used as a second vehicle and approved by Management. Management assumes no responsibility for fire, theft, vandalism or damage of any nature to items stored in the storage area. All Residents using this area will be held responsible to carry insurance on their own equipment as well as current registration and license.

RECREATIONAL FACILITIES: Recreational facilities such as the clubroom, playground, bathrooms, picnic area, common areas, swimming pools and patios or any other buildings or rooms for recreational purposes, are for the exclusive use of Residents and their guests **(maximum of 2)**, and guests must be accompanied by the homeowner Residents at all times. Posted regulations for the proper use of all facilities should be observed. Equipment and facilities used by Residents and their guests will be at their own risk. Users are also held responsible for damages and breakage. Individual swings, slide sets, play houses, trampolines, or tents, may not be installed on Resident's home sites. Small wading pools, six (6) feet diameter by twelve (12) inches deep, maximum may be placed at home site. For the sake of liability, pools must be emptied when not in use and stored inside utility building nightly. Small sandboxes, four (4) feet by four (4) feet, maximum may also be placed on home. We suggest you have a cover for any sandbox.

REFUSE AND GARBAGE COLLECTION: Garbage pick-up will be furnished to each home site by a local trash service. Your Community Management personnel will notify you of your designated pick-up day which is currently _____Day_____. Disposable diapers, wipes, tampons and sanitary napkins must be placed in refuse containers, not toilets. At all other times, garbage bags and totes cannot be left out in the street. All compost, grass clippings and leaves must be bagged and put in with the regular trash pickup. They must be disposed of outside the Community at the local landfill if they are not picked up by the trash service. Garbage containers shall be kept in the shed or an inconspicuous place such as behind decks, not in front of decks or at the front of the house or on sidewalks. Residents are required to keep their home sites free of health and fire hazards. Take your large items and other bulk trash to the dump, and any violation notices will be just cause to **fine** Residents and any violations above three (3) will be just cause to initiate legal proceedings for eviction.

REGISTRATION: Resident homeowners are responsible to register all occupants residing in their homes, vehicles and their current license numbers and pets, should they have any, at the Community office. THIS REGISTRATION MUST BE KEPT CURRENT throughout the year.

REPAIR RESPONSIBILTY: Management shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level (underground) excluding Resident's sprinkler systems. Utility companies, such as telephone, and electric are responsible for their individual underground facilities leading to your home. **Management will be responsible for below ground improvements,**

excluding sprinkler systems and the Resident shall be responsible for any damage and repairs above ground. Should the Resident damage any below ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by Management personnel or its contractors and charged to the Resident. Should the blockage of a sewer line be the result of items discarded by the Resident into the sewer, the cost of repair shall be that Residents' responsibility.

RESALE OF HOMES: Your lease for the manufactured home site is non-transferable. Additionally, manufactured homes may not be rented or subleased. Residents may resell their home on its site within the Community so long as the home meets Community specifications and the prospective new Resident is approved for residency prior to closing on the sale of the home. If the home does not meet Community specifications, the home must be brought into compliance or be removed from the Community. Residents selling their home on site must have their home inspected by Community Management prior to selling. No home will be allowed to remain on site and your lease for the home site will not be transferred to your buyer. Your buyer must apply for a new lease for the home site. After receiving approval, your buyer must apply to lease the home site and be accepted by Management, pay all applicable fees, deposits (if required) and provide proof of ownership of the home. (See Application & Background Check Procedures on page 3.) Qualification for acceptance into the Community will be based upon acceptance of Community rules and regulations, background check, credit, income, and personal character of purchasers and others who will reside in the home. Resident homeowner or person selling the home is responsible to conform to all sale inspection and approval requirements. Only one "FOR SALE" sign will be permitted. No homemade signs of any kind will be permitted. Signs can be purchased at most home goods stores such as Home Depot or other hardware stores. Any sign not in conformity with this section will be removed by Management without notice. See Exhibit B

RIGHT OF ENTRY

- Management, reserves the right of entry upon the land upon which a manufactured home is situated for maintenance of the utilities and site, and for protection of the Community, for random home and lot inspections, and to complete a resale inspection.

- Management may only enter a manufactured home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

SATELLITE DISH POLICY*:* Community Name has adopted the following policy regarding satellite dishes. Satellite dishes are accepted in the Community at individual home sites under the following conditions:

- Resident must contact Management stating their desire to place a dish at their home site. This request must state location and size of dish. Resident will receive approval of placement within three (3) business days of receiving the request.
- Satellite dishes maximum size is twenty inches (40"), maximum one per home site.

- **Absolutely NO satellite dishes may be installed in the yard of the home. No tri-pod stands may be installed in the yards.**
- **All dishes must be located at the rear of the home away from the street or streets,** and below the roof line.
- If the dish cannot operate under the above conditions, it is not permitted.

SECURITY DEPOSIT: If a security deposit is required from a Resident prior to his/her home being placed on site or ownership transfer, the security deposit will be returned when a Resident leaves, by giving proper notification, all rents are paid current and the home site is vacated in good and undamaged condition in accordance with Management requirements and any existing state or local public acts, laws or ordinances. You must notify the Community office of a forwarding address within four (4) days of moving from the Community. Security deposits are non-transferable.

SET UP: The set-up of manufactured homes must conform to Community Name procedure **(Exhibit A**). Set-up must be by a licensed reputable dealer and installer to insure a high quality of workmanship. The set-up company must be licensed, bonded, and insured. Set-up will be inspected by Community Management. Wheels, tires, and axles must be removed; the home shall be lowered to a suitable level prescribed by Management and local or state codes and tied down with a device that meets local and state requirements. Hitches and tongues must be removed prior to occupancy and stored under the home. Clothes dryers shall be vented out through the outside of the home or skirting.

SIDEWALKS, PATIOS, PARKING SPACES: Sidewalks, patios and parking spaces which are allocated for the home site shall be swept and kept clean of dirt, debris, oil, weeds, snow and ice by the Resident homeowner.

SKIRTING: Homes must be skirted with approved materials. Skirting must be placed around entire perimeter of home, properly ventilated in accordance with your Manufactured Home Installation Guide and installed within thirty (30) days of occupancy. Major plumbing connections, i.e., water meter, sewer main, AC drain, and hot water heater drain must be accessible. Access doors must be installed at these points as well as one large enough for access by service people. Any alternative foundation material must be approved by Management in writing. Such material must be specifically designed for skirting applications. Skirting shall be kept in good repair and appearance at all times.

SOLICITING: No soliciting or peddling by private or commercial enterprises is allowed. Please report any solicitors to the Management immediately. It is also your responsibility to inform anyone soliciting that we do not allow soliciting in our Community and they need to leave immediately.

STEPS, PORCHES, DECKS: Steps, porches and decks must have **MANAGEMENT APPROVAL.** All decks, porches ,and steps should look uniform in appearance and all entries must have access in accordance with Kennedale Fire Marshall regulations. All decks, porches, and steps must be of treated lumber.

- **Steps**: Steps made of treated wood with appropriate railings and enclosures and are to be installed by contractors approved by Management. Homeowners are to pay the cost of steps and installation. NO FIBERGLASS STEPS OR TEMPORARY STEPS ARE ALLOWED. The Stain must match or compliment home exterior (see Management for details). Handicap ramps added on the home site will be permitted for physically impaired Residents and built according to the ADA standards. Homeowner must submit construction plans to Community Management for approval.
- **Porches**: All back porches must be skirted and conform to skirting requirements on manufactured home. Porches must have metal or wood handrails on all exposed sides if not enclosed. Minimum back porch size is four (4) feet by six (6) feet.
- **Decks:** All front decks must be made of treated wood. Front decks should be covered with a roof. Wood decks must be stained. (painting of decks is highly discouraged; however, you may use solid stain paint). The stain must match or compliment home exterior. Steps and hand railing must be of a material consistent with the deck's construction, with a rail on at least one side of the steps. The Resident must submit to Management complete drawings and specifications of any deck or porch to be built on a home site for written approval by the Management prior to confirming construction by a contractor or purchasing material and beginning construction. Any deviation from these specifications will cause an order for removal by Management. Minimum deck size for homes without factory porches is six (6) feet by twelve (12) feet, and decks must be free standing. Homes with built in porches or decks will be allowed with written approval of the floorplan by Management. Metal handrails are optional. Decks are to be painted to match the skirting on the home.

Homeowners or contractors must have written approval from Management prior to constructing or fabricating any type of exterior changes or additions on the home site.

SWIMMING POOL GUIDELINES (if applicable): THERE IS NO LIFEGUARD ON DUTY

POOL HOURS ARE FROM 10:00 AM TO 9:00 PM

1. For the safety and welfare of children, children under eighteen (18) years of age must be accompanied by an adult.

2. For sanitary health reasons and safety, all children under three (3) years of age must wear approved swim wear (Little Swimmers) at all times when they are either in the pool or within six (6) feet of the pool edge at any time. Management reserves the right to check the type of swim wear being worn.

3. Residents may not bring more than two (2) guests to the pool at any one time.

4. The Pool Area is a **NON-SMOKING AREA**. Do not smoke inside the fenced area.

Proper Attire

5. Only regular bathing attire will be permitted in the water. No shorts, cut-off pants or shirts will be permitted.

6. All footwear must be removed before entering the pool.

7. Changing from clothing to swimwear must be done in your own home or restroom.

8. Anyone entering the clubhouse must wear shoes and a covering over his/her DRY swimsuit. **ABSOLUTELY NO WET SWIMWEAR IN THE CLUBHOUSE OR FITNESS ROOM IS PERMITTED.**

9. Beach robe or covering must be worn to and from pool area.

Alcoholic Beverages are not allowed at the pool.

No alcoholic beverages are allowed in the pool area.
No glass containers are allowed in the pool area.
No BBQ pits inside the pool enclosure.

Special Restrictions

- Admission to the pool may be denied to those obviously suffering from heavy colds, coughs, inflamed eyes or ears. Swimmers must be free of any skin condition, bandages, or open sores.

- Swimmers may not shampoo or use soap in the pool.

Miscellaneous

- Management where required, reserves the right to limit the number of Residents or guests in the pool. **Maximum capacity per the City of Kennedale is 50 persons.**

- Upon notice from Management, all persons must leave the pool and remain out of the pool until the signal is given to re-enter the pool.

- No pets are allowed in the pool area.

- No running, pushing, wrestling, ball playing, rough play, shouting, cursing, dunking, or any other improper behavior will be permitted.

- The pool will be closed during storms of any nature or when the temperature drops below seventy (70) degrees Fahrenheit.

- The pool cannot be used when closed due to bad weather or after regularly scheduled pool hours.

VIOLATION OF THE AFOREMENTIONED POOL RULES WILL BE SUFFICIENT CAUSE FOR SUSPENSION OF POOL PRIVILEGES FOR ONE (1) TO THIRTY (30)

DAYS, DEPENDING ON THE SEVERITY OF THE VIOLATION. CONTINUED VIOLATIONS WILL BE JUST CAUSE FOR CANCELLATION OF PRIVILEGES OR MORE STRINGENT ACTION TO BE TAKE BY MANAGEMENT.

TELEVISION AND INTERNET: Each Resident can choose their own provider of services. There are various Cable and Satellite Services available in the Community. Any Resident or homeowner who illegally taps into the satellite or cable channels without the cable company's approval shall be subject to any legal proceedings initiated by the providers. The companies can terminate ALL programming if you have violated this law.

TRAFFIC AND VEHICLE REGULATIONS: All traffic regulations will be observed and obeyed throughout the Community. **A XX MILE PER HOUR** speed limit is enforced in Community Name. **Stereo systems in cars or on motorcycles should be minimized while in the community.** Violators will be issued violations and three (3) violations shall be considered just cause to issue a **FINE**. Continued violations may be referred to the local police for further action and the Resident is subject to legal proceedings for eviction.

UTILITY SHEDS: Only one utility shed will be allowed on each home site. The maximum utility shed size in each Community is controlled by either Community Name regulations or local ordinances or codes. Generally, Community Name regulations permit a minimum size shed of ten (10) feet by ten (10) feet and a maximum size shed of twelve (12) feet by fourteen (14) feet, and the shed shall be no higher than nine (9) feet unless incorporated within a carport, if it complies with local codes. Contact the Management office prior to purchasing or installing any size shed. All sheds must be securely anchored to the foundation. Over the top, wire tie-downs are not allowed. Sheds must be kept in good exterior repair at all times. Complete drawings showing size, height of roof, door location, overhang, elevations, etc., must be submitted to the Management for prior approval. All sheds shall be placed no closer than five (5) feet from the Resident's home. Contact your Management prior to purchasing or installing any size shed. Additional foundation work required to enlarge the shed foundation is the direct responsibility of the Resident but must have Management approval for size, location and construction materials. All sheds must comply with state and local approved ordinances. Wood doors must have a frame, not just plywood, to prevent the doors from warping. All doors shall be hinged. All doors to utility buildings and garages must be kept closed while not in use. The color of all sheds and trim shall match the color of the home.

VEHICLE REPAIRING: Minor repairs on site, such as changing fan belts, tires and batteries are allowed**. Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, body work, and body refinishing are not permitted. Vehicles cannot be put up on ramps or blocks for repairing. Residents are required to clean up unsightly oil deposits caused by their vehicles or their guests' vehicles.** No repairs that will take longer than one (1) day, are allowed. Vehicles that are found on jacks, or with the wheels chocked will be tagged for towing. Vehicles tagged for towing will be given 24 hours to correct the issue and then towed at the owner's expense.

VEHICLE WASHING: Resident owned vehicle washing is allowed as long as it is not a commercial operation.

VEHICLES: Residents will display a Community sticker in the windshield of each vehicle for security purposes. Vehicles kept on home sites or in Community parking areas must have current up-to-date license (this includes temporary paper tags) and be self-operable or be removed from the Community. Resident vehicles leaking oil or other liquids on the driveway or street shall have the vehicle repaired as well as the area cleaned. Homeowner will be held responsible for clean-up and/or replacement of damaged asphalt or cement.

VISITORS: Manufactured homes in this Community are solely for single family dwellings unless otherwise noted this the lease agreement. There are restrictions on the numbers of persons per bedroom which consists of two (2) per bedroom + one or per local laws, whichever is more applicable and/or enforceable. A bedroom is defined as a room originally designed for sleeping by the manufacturer. Such home will be used and occupied by Lessee solely as a private dwelling and for no other purpose. Persons who reside at a home for more than 30 days must register at the office and in some cases will have to fill out an application for residency.

IMPORTANT NOTICE: Shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., **ARE NOT AVAILABLE IN THIS COMMUNITY.** During severe weather, Residents and all other non-Residents in the Community are responsible for taking their own safety precautions.

EQUAL APPLICATION FOR GUIDELINES: The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of Community Name and will be maintained by its Community Management personnel. Community Name insists their employees maintain a courteous and respectful attitude towards the Residents. Profanity, physical threats, or actual harm will not be tolerated. Community Name Management expects the same courtesy from their Residents. Unacceptable behavior on the resident's part will be considered just cause for termination of residency. If, on occasion, proper administration of these guidelines has not been maintained, Community Name Management invites you to bring these matters to our attention.

EXHIBIT A - MANUFACTURED HOME SET-UP GUIDELINE
INFORMATION FOR HOMEOWNER

- Manufactured home must be blocked and leveled (on piers, pad or runners), maximum of eighteen (18) inches high on blocking at lowest end of home. Occasionally, homes may have to be re-leveled.
- Minimum six (6) inches by six (6) inches by ten (10) feet hardwood beams must be used for blocking and setting up homes on piers which have non-standard width frames. Blocking shims shall not exceed two and one-half (2 1/2) inches in thickness.
- Hitch(es) must be removed and stored under home.
- Axles, tires, and springs must be removed from home.
- Electric power supply must be installed the distance from meter pedestal to home. Permit must be pulled per city requirements and installed by licensed electrician.
- Prior to installing the water hookup to a home, a licensed plumber must be hired and a permit must be pulled from the City of Kennedale. NO EXCEPTIONS.
- All sewer pipes to be Schedule 40 PVC and must have minimum one quarter (1/4) inch drop per foot. Support plumber straps are required on all sewer lines. One (1) must be at all outlets of home and at five (5) foot intervals thereafter. Fernco rubber flare or bell seal is installed on sewer pipe to prohibit leakage and sewer gas. Never install a heat tape on a sewer line.
- Homeowners are responsible for having a functional smoke detectors which are approved by a nationally recognized, independent testing laboratory and a fire extinguisher, minimum rated 2A-10BC. Smoke detectors should be installed per fire code.
- Water line to home must be minimum one half (1/2) inch outside diameter.
- All newly set up homes are inspected for water leakage. Leaks could occur at any time after you move in. It is critical and required that leaking water lines or dripping faucets are immediately repaired.
- State/municipal approved anchor system must be used per home installation booklet.
- Address numbers must be installed on the front of the home, minimum three (3) inches high; block type address plaque if not available from Management office.
- General Information - Homeowners should know how and where to shut off the water in case of emergency.

EXHIBIT B - HOMEOWNER'S RESALE INSPECTION INFORMATION

Community Name does not warrant that the manufactured home inspected is in conformity with applicable building code, that the manufactured home is free from defects, or that the mechanical, plumbing or electrical systems, including appliances, are in working order. The Resale Inspection does not create any warranty of merchantability and there are no other warranties created herein. Resident/Seller acknowledges that the required Resale Inspection is for and in determination of whether the manufactured home is eligible to remain in the Community in accordance with applicable Community and other manufactured home rules or law.
All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted for replacement, repair or removal.

Inspected items: exterior of home; adjacent structures; address; doors; windows; siding; skirting; and holes caulked; paint; screws; dryer vented outside; steps; handrail; porches; decks; railings; awnings; carports; skirting; shed type, size, ten (10) foot clearance, paint, doors; foundation; heat tape or heat rod; exterior water and sewer lines; water shutoff valve for water service supply, hitch under home; tie downs; no combustible material under home; lawn; parking area cleanliness; sidewalk; patio; site light (if present); general cleanliness and maintenance of site including lawn, landscape, and lawn sprinkler irrigation system; plantings; electrical line off ground; antennas.

*After the inspection is completed, a list of items needing attention will be presented to the Resident/Seller. Prior to the sale of the home, an agreement must be reached between seller and purchaser as to who will perform which items on the list along with deadlines. The agreement must then be presented to the Community Name Management before the home sale is closed. A new lease will not be done and the account of the Resident/Seller will not be closed out until this is completed.

GUIDE FOR BETTER COMMUNITY LIVING AGREEMENT

I/We hereby acknowledge receipt of the Community Name ***Guidelines*** Rules and Regulations booklet including any addendum and agree:

INDEMNIFICATION: Community Name SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER TO THE PERSON OR PROPERTY OF ANY RESIDENT OR TO ANY OF THE EMPLOYEES, FAMILY MEMBERS, GUESTS, INVITEES, PERMITTEES OR LICENSEES OF ANY RESIDENT, OR ANY OTHER PERSON WHATSOEVER, CAUSED BY ANY USE OF THE COMMUNITY OR PREMISES, CAUSED BY A DEFECT IN IMPROVEMENTS ERECTED THERON, OR ARISING FROM ANY ACCIDENT ON THE COMMUNITY OR PREMISES, ARISING FROM ANY FIRE OR OTHER CASUALTY THEREON, OR ARISING FROM ANY CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER RESIDENTS OR THEIR FAMILIES, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR LICENSEES. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, RESIDENT HEREBY WAIVES ALL CLAIMS AND DEMANDS AGAINST OWNER, AND HEREBY AGREES TO INDEMNIFY AND HOLD Community Name FREE AND HARMLESS FROM LIABILITY FOR ALL CLAIMS AND DAMAGES, FOR ANY SUCH LOSS, DAMAGE OR INJURY, TOGETHER WITH ALL COSTS AND EXPENSES ARISING THEREFROM OR IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES WHETHER SUCH DAMAGES, COST, OR EXPENSE IS SUSTAINED BY SAID RESIDENT, HIS/HER FAMILY MEMBERS, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR LICENSEES.

To the terms and conditions set forth in the Community Name Guidelines as may be amended by Management from time to time.

It is further understood and agreed that any violations of the Community Name Guidelines or any interference with the rights of Management or other Residents for which I/We have received written reminder or violation notices from Management, shall be construed as failure on my/our part to perform the responsibilities of my/our tenancy and my/our tenancy may be terminated.

I/We also understand that if the monthly fee is not received in the administrative office within the grace period of the posted due date, a penalty fee of ____($XX) dollars plus $X.00 per day thereafter will be charged. All checks received after the grace period must include the full late fees of _____($XX) dollars plus additional $X.00 per day or the check will be returned. Resident will be charged ($XX) dollars for each personal check which is returned by the bank due to non-sufficient funds in the account.

BY _____
MANAGEMENT

BY _____
RESIDENT

BY _____
RESIDENT

DATE _____ ADDRESS _____

I/we acknowledge that I/we have been offered an opportunity to enter into a twelve (12) month lease and hereby decline to do so.

BY _____
RESIDENT

BY _____

RESIDENT

COMMUNITY NAME
Kennedale, Texas 76140

SEPARATE DISCLOSURE STATEMENT
Provided in accordance with
Texas Property Code §94.051(3)

This sheet is to be signed and left with **Community Name** management when an application is submitted, indicating that you have received the notice below and a copy of a Residency Agreement blank form and a copy of the Guidelines for Community Living (Rules and Regulations). The terms of the notice become applicable if your application has been approved. Another copy of this statement is enclosed for your convenience at the end of the Residency Agreement.

You have the legal right to an initial lease term of six months. If you prefer a different lease period, you and your landlord may negotiate a shorter or longer lease period. After the initial lease period expires, you and your landlord may negotiate a new lease term by mutual agreement. Regardless of the term of the lease, the landlord must give you at least 60 days' notice if the landlord will not renew your lease and will require that you relocate your manufactured home or recreational vehicle. During the 60-day period, you must continue to pay all rent and other amounts due under the lease agreement, including late charges, if any.

Full Name
Lot #
Address
Kennedale, Texas 76140

Date: _____

HOMEOWNER OR APPLICANT

_____
Homeowner

_____
Homeowner

Kennedale, Texas
RESIDENCY AGREEMENT

Full Name of Residents
Lot #
Address
Kennedale, Texas 76140

This Residency Agreement is between _____, LP, doing business as COMMUNITY NAME ("Community Name")
And **Resident Name.**

The primary term of this Agreement shall commence on **Date**.
("EFFECTIVE DATE") and shall continue, subject to the provisions of the Agreement, at rental rates established and adjusted annually by the Community
(a) until 5:00 p.m. on the same day of the sixth calendar month after the EFFECTIVE DATE, or
(b) Until the later date of **Date.**
if initialed here by both
COMMUNITY NAME X_____ and
HOMEOWNERS X_____ & _____ .

Upon expiration of this primary term the Agreement shall automatically renew month-to-month unless either party gives written notice of termination to the other party at least sixty (60) days before the end of the primary term or a future renewal term or unless the parties execute another Residency Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: TCRG Residential, which owns the real estate and common area improvements at **COMMUNITY NAME** in Kennedale Texas ("COMMUNITY") and HOMEOWNER, who owns a manufactured home located in the COMMUNITY. This Agreement allows HOMEOWNER to use the above home site for the placement of his or her manufactured home to be used as his or her personal and actual residence and allows HOMEOWNER the use of common area facilities at the COMMUNITY, subject to lawfully established rules and regulations.

1) MONTHLY RENTAL PAYMENTS. In consideration for the use of common area facilities and for the use of a place to locate a home, the HOMEOWNER will pay to COMMUNITY NAME on the first day of every month **$ *****.00** as adjusted annually by written notice provided to HOMEOWNER at least sixty (60) days in advance.
2) **HOMEOWNER initials X_____ & _____.**
3) **If HOMEOWNER's initials do not appear here, this entire Agreement is void and HOMEOWNER has no rights of tenancy.**

2) SECURITY DEPOSIT. HOMEOWNER shall pay a security deposit of $ ******.00 to secure faithful performance of all the terms and provisions of this Agreement and the rules and regulations. Any security deposit remaining on termination of tenancy, after lawful deductions for accrued rent and damages, shall be returned to HOMEOWNER within thirty (30) days or on later receipt by COMMUNITY NAME of HOMEOWNER's forwarding address. COMMUNITY NAME shall provide an itemization of the deductions. **If HOMEOWNER does not give** COMMUNITY NAME **at least thirty**

(30) days written notice of termination and intent to move from the COMMUNITY, the security deposit shall be forfeited and retained by COMMUNITY NAME**.**

3) WATER, SEWER, AND TRASH COLLECTION. HOMEOWNER shall also pay when and as rent is payable, all amounts billed by COMMUNITY NAME for water, and sewer, gas and trash collection services provided to HOMEOWNER. Sub metered water charges and sewer charges shall be in accord with the Rules for Water and Wastewater published by the **Public Utility Commission of Texas (PUC)**, a summary of which is appended to this Agreement with a Water Sub metering Addendum to be executed by the HOMEOWNER and COMMUNITY NAME

4) ADDITIONAL CHARGES. **If any payment (except payments for water and sewer) is not received by** COMMUNITY NAME **by the fifth day of the month in which it is due, the payment will be increased by a late fee equal to _____ dollars ($XX.00) on the sixth day and _____dollars ($XX.00) per day for every day the amount remains unpaid thereafter. A reconnect fee of _____ dollars ($XX.00) may be charged if water or sewer service has been disconnected for nonpayment. _____dollars ($XX.00) will be charged for NSF checks and checks returned for any reason.**

4) PAYMENTS. All payments of any rent or other charge shall be made by cashier's check, bank certified check, personal check, money order, or direct deposit. Payments tendered in cash will not be deposited. If HOMEOWNER'S personal check has been returned unpaid by a bank for any reason, COMMUNITY NAME reserves the right to require HOMEOWNER to make all future payments by cashier's check, bank certified check, money order, or direct deposit. Payments from HOMEOWNER to COMMUNITY NAME shall first be applied to discharge any past due amounts including, but not limited to, late payment penalties or charges, returned check charges, trash and past due rent. After such amounts have been paid, the remainder received by COMMUNITY NAME shall be applied to past due sewer and water bills, then to current rent and trash bills, then to current sewer and water charges.

7) PROPERTY TAXES. HOMEOWNER agrees to pay all property taxes assessed against the manufactured home by the original due date and to provide COMMUNITY NAME with written receipt evidencing such payment within sixty days after the original due date. Failure to timely provide such receipt will constitute a breach of this Agreement.

8) OTHER OCCUPANTS. In addition to HOMEOWNER, only the following persons will reside on the home site for more than thirty (30) days during any twelve-month period; the age and relation

to HOMEOWNER are accurately shown:

Name:_____ **Date of birth:**_____

Relation:_____

Name:_____

Date of birth:_____

Relation:_____

Name: _____

Date of birth: _____

Relation: _____

Name: _____

Date of birth: _____

Relation: _____

9) THE HOME: HOMEOWNER is the registered owner and may or may not be the legal owner of the manufactured home. HOMEOWNER agrees to give written notice to **COMMUNITY NAME** of changes in this information within ten (10) days of the change:

Home manufacturer : _____

Model year : _____

Serial number(s): _____

License for home (if any)

_____

Legal owner or lien holder:

_____

_____

_____

Lien holder loan number:

_____

10) FACILITIES AND SERVICES. The physical improvements provided for the exclusive use of

HOMEOWNER are the home site referenced above and utility connections located thereon. Other improvements located on the home site at the initiation of this Agreement such as concrete surfaces, if any, trees and other fixtures are provided "as is" and are to be maintained or replaced by HOMEOWNER as needed during the period of HOMEOWNER's tenancy. Streets and common area facilities are provided for HOMEOWNER's shared use with other residents and authorized guests. COMMUNITY NAME will continue to maintain these shared facilities unless HOMEOWNER is notified of a change. Other services and activities may be provided from time to time without additional charge; any service for which there is a special charge shall be an optional service unless stated otherwise in this Agreement. Services, which are provided currently with or without fee, may be continued, but COMMUNITY NAME does not represent or warrant that any particular service will continue for the full term of this Agreement. COMMUNITY NAME may charge a reasonable fee for services relating to the land and premises upon which a manufactured home is situated in the event HOMEOWNER fails to maintain such land or premises in accordance with the guidelines (Rules and Regulations) of COMMUNITY NAME after written notice to HOMEOWNER and the failure of the HOMEOWNER to comply within a specified number of days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by COMMUNITY NAME if COMMUNITY NAME or its agent performs the services.

11) TERMINATION FOR OTHER THAN NONPAYMENT. HOMEOWNER's right to occupancy shall terminate or may be terminated as follows:

a. at the end of the term of this Agreement or a future term on sixty (60) days written notice by either COMMUNITY NAME or HOMEOWNER; or
b. at any time HOMEOWNER shall be in default or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference, such as the community rules or guidelines) upon written notice of such breach or default given by COMMUNITY NAME in accordance with Chapter 94 of the Texas Property Code; or
c. in accordance with the provisions hereof relating to eminent domain or change in land use; or
d. at such other time as may be agreed by the parties hereto in writing.

12) TERMINATION FOR NONPAYMENT. In the event HOMEOWNER fails to timely pay rent or other amounts due under this lease that in the aggregate equal the amount of at least one month's rent, COMMUNITY NAME shall provide HOMEOWNER written notice and opportunity to cure such delinquency before the tenth day after the date HOMEOWNER receives the notice. If HOMEOWNER fails to cure such nonpayment within the ten day period, COMMUNITY NAME may immediately thereafter file for eviction or pursue other legal remedies.

13) REMEDY FOR EARLY TERMINATION. The maximum amount COMMUNITY NAME may recover as damages for HOMEOWNER's early termination of this Agreement is an amount equal to the amount of rent that remains outstanding for the remainder of the term of this Agreement as of the date of such early termination and any other amounts owed for the remainder of this Agreement under the terms of this Agreement. If HOMEOWNER's home site is reoccupied before the twenty first day after the date HOMEOWNER surrenders the home site, the maximum amount COMMUNITY NAME may obtain is an amount equal to one months rent.

14) CHANGE IN LAND USE. Notwithstanding any statement in this Agreement to the contrary, COMMUNITY NAME may terminate this Agreement without cost or liability upon a change in land use if, and only if, not later than the one hundred twentieth day before the date the land use changes, (i) COMMUNITY NAME sends notice to HOMEOWNER, and to the owner of the manufactured home if the owner is not HOMEOWNER, and to the holder of any lien on the manufactured home specifying the date that the land use will change, and informing HOMEOWNER, owner and lienholder, if any, that the owner must relocate the manufactured home; and (ii) COMMUNITY NAME posts in a conspicuous place in the COMMUNITY a notice stating that the land use will change and specifying the date that the land use will change.

COMMUNITY NAME is required to give the owner and lienholder, if any, the notice required by this section only if COMMUNITY NAME is given a written notice of the name and address of such owner and lienholder.

15) CONDEMNATION. Condemnation of the home site which is the subject of this Agreement or all or a substantial portion of the COMMUNITY NAME shall be sufficient grounds for the unilateral termination of this Agreement by COMMUNITY NAME however, in such event, COMMUNITY NAME shall notify the HOMEOWNER in writing as required by law. No award for any partial or entire condemnation of the COMMUNITY shall be apportioned, and the HOMEOWNER hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at the COMMUNITY NAME. COMMUNITY NAME renounces any interest in any relocation award or personal property compensation made to the HOMEOWNER in connection with the condemnation or forced relocation of the HOMEOWNER's home and its appurtenances by a government body; unless the HOMEOWNER makes a claim against COMMUNITY NAME for a relocation award or property compensation in connection with the displacement.

16) RULES AND REGULATIONS. Attached to this Agreement and incorporated by this reference is a copy of the Rules and Regulations of the COMMUNITY NAME which are sometimes referred to as Guidelines for Community Living, or simply "guidelines". The HOMEOWNER agrees to abide by and conform to all of the present guidelines and all future guidelines, adopted by COMMUNITY NAME and implemented in compliance with state law. The HOMEOWNER acknowledges receipt of a copy of the guidelines prior to signing this Agreement. COMMUNITY NAME may, at its discretion and in a manner consistent with existing law, amend the guidelines from time to time and shall specify the date of implementation of each such amendment with at least thirty (30) days advance notice in writing. COMMUNITY NAME shall provide HOMEOWNER with at least ninety (90) days notice of any amendment that will require in excess of $. dollars ($XX.00) by HOMEOWNER to comply.

17) INSTALLATION, CONSTRUCTION AND MODIFICATIONS. The manufactured home shall be installed (set-up and tied-down) in accordance with the Texas Manufactured Housing Standards Act and other applicable governmental statutes, ordinances, rules and regulations. This will be HOMEOWNER's responsibility and COMMUNITY NAME shall in no way be responsible or liable for any improper installation. Approval of COMMUNITY NAME must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure, and any required building permits must first be obtained.

18) DAMAGE OF HOME. If the HOMEOWNER's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the HOMEOWNER shall continue to make all payments called for by the terms of this Agreement. However, should the HOMEOWNER fail to make the home or other improvement fit for occupancy or use or to remove it within thirty (30) days and replace it within sixty (60) days of such destruction or damage, either the HOMEOWNER or COMMUNITY NAME shall have the option to terminate this Agreement immediately upon written notice sent to the other party at its last known address. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the HOMEOWNER at his or her own expense. If the HOMEOWNER fails to so remove it, COMMUNITY NAME may, with notice, remove it and charge the HOMEOWNER for the cost, which sum shall be due and payable immediately.

19) FIXTURES. All plants, shrubs, and trees planted on the home site as well as all nonresidential structures embedded in the ground including concrete shall not be removed by the

HOMEOWNER without prior written consent of COMMUNITY NAME. The HOMEOWNER shall maintain all such plants, shrubs, trees, concrete and structures during the term of the HOMEOWNER's residency, and upon the expiration of this Agreement if such items (except plants, shrubs, and trees planted by the HOMEOWNER) are damaged, the HOMEOWNER shall repair any damage.

20) CONTRACTUAL LIEN. **COMMUNITY NAME shall have and is hereby granted a lien upon all non-exempt property of any kind (expressly including the manufactured home) found or located on the home site or in the COMMUNITY to secure payment of rent due or to become due under this Agreement. If HOMEOWNER is delinquent in payment of any rental due under this Agreement, COMMUNITY NAME shall have the right to enter peacefully the home site, manufactured home or storage facilities to exercise COMMUNITY NAME contractual lien. HOMEOWNER's absence from the home site for three (3) consecutive days, while all or any portion of the rentals or other sums due under this Agreement are delinquent, shall be deemed an abandonment of the home site. In order to clear such abandoned home site, COMMUNITY NAME may enter the home site, manufactured home and storage facilities to remove and store all property of every kind found therein. COMMUNITY NAME may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to HOMEOWNER of the time and place of the sale, and COMMUNITY NAME shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to HOMEOWNER at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and proceeds thereof shall be first credited to the cost of seizure, storage and sale, and then to delinquent rentals or other sums due COMMUNITY NAME; if any sale proceeds then remain, such shall be held by COMMUNITY NAME for HOMEOWNER and COMMUNITY NAME shall notify HOMEOWNER of such surplus monies in the same manner required for notice of sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done for, COMMUNITY NAME without the necessity of any prior court hearing, proceeding or order. COMMUNITY NAME shall have no liability to HOMEOWNER whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.**

12. INDEMNIFICATION. HOMEOWNER hereby agrees to indemnify and hold COMMUNITY NAME harmless for any injury or death to any person or damage to any property arising out of the use of the COMMUNITY by HOMEOWNER, HOMEOWNER's family, agents, employees, guests or invitees. HOMEOWNER is to keep the manufactured home and home site in good and safe condition, and notify COMMUNITY NAME immediately of any unsafe or unsanitary conditions in the COMMUNITY or upon COMMUNITY property or to the home site. HOMEOWNER agrees to pay any resident for any damages caused by HOMEOWNER, HOMEOWNER's family, agents, employees, guests or invitees.

21) CRIMINAL ACTIVITY. HOMEOWNER shall not engage in criminal activity in COMMUNITY NAME nor permit others who have entered on HOMEOWNER's home site because of a relationship with HOMEOWNER to engage in such activities. This provision shall prohibit HOMEOWNER or any person on the premises by HOMEOWNER's invitation, request or permission from illegally manufacturing, selling, distributing, using or possessing a controlled substance; engaging in any criminal activity or other activity intended to facilitate criminal activity; participating in unlawful acts of violence or making threats of such violence; or unlawfully discharging a firearm.

22) ATTORNEY'S FEES AND COURT COSTS. The prevailing party in any action under this

Agreement shall be entitled to reasonable attorney fees and costs set by the court. **If this Agreement is referred for collection to an attorney, HOMEOWNER agrees to pay an attorney's reasonable fee, all court costs and disbursements, plus all actual and reasonable out-of-pocket expenses incurred in connection with collection procedures.**

23) SUCCESSORS TO COMMUNITY NAME. If COMMUNITY NAME should sell its property at the COMMUNITY and assign its rights and obligations under this Agreement to the new owner, the HOMEOWNER shall honor such as assignment by recognizing the new owner in COMMUNITY NAME place and by releasing COMMUNITY NAME from all further obligation under this Agreement. The HOMEOWNER shall and hereby does subordinate its interests, to COMMUNITY NAME successors and to lenders who may be granted a security interest in the COMMUNITY's property. The HOMEOWNER empowers COMMUNITY NAME and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

24) SUCCESSORS TO THE HOMEOWNER. The HOMEOWNER may not assign this Agreement although a buyer will be offered a new Agreement (at a monthly payment rate then established for new homeowners) upon COMMUNITY NAME approval of the buyer, which will not be unreasonably withheld. Should this Agreement be assigned, as a matter of law with or without COMMUNITY NAME consent, the monthly rent payable by the assignee shall be at the monthly rate established by COMMUNITY NAME for new homeowners.

25) INTERPRETATION. This Agreement and the relationships between the HOMEOWNER and COMMUNITY NAME shall be subject to Texas Law. All references to HOMEOWNER shall include and mean all and any occupant(s) of the manufactured home on the home site covered by this Agreement. Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared unlawful, the enforceability of all the other provisions shall not be affected.

26) WAIVER. The waiver by COMMUNITY NAME of any default of the HOMEOWNER or the acceptance by COMMUNITY NAME of payment with knowledge of any default of any term, covenant or condition of the Agreement shall not be deemed to be a waiver by COMMUNITY NAME of any subsequent or further breach by the HOMEOWNER of any term, covenant or condition of this Agreement. The failure by COMMUNITY NAME to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver by COMMUNITY NAME of such default or any other or further default(s) and COMMUNITY NAME reserves the right to pursue its remedies in full at any time.

27) NOTICES. Notices from HOMEOWNER to COMMUNITY NAME shall be delivered to COMMUNITY NAME Management Company,COMMUNITY ADDRESS. The telephone number of the person who may be contacted for emergency maintenance is (XXX) XXX-XXXX. Notices from COMMUNITY NAME to HOMEOWNER shall be delivered to the home site hereby leased by HOMEOWNER in the COMMUNITY. Either party may, by written instruction to the other party, change the address where the party desires to receive notice. The address of the owner is TCRG Residential Address.

28) VALIDITY. This Agreement is void, invalid, of no effect and HOMEOWNER shall have no tenancy or right to occupancy if HOMEOWNER has not initialed paragraph 1 concerning

Monthly Rental Payments and executed this Agreement.

COMMUNITY NAME
Managing Agent

_____
Community Director

Date _____

_____**HOMEOWNER**

_____
HOMEOWNER

Every resident adult, including spouses, must sign as Homeowner

COMMUNITY NAME
Kennedale, Texas

SEPARATE DISCLOSURE STATEMENT
Provided in accordance with
Texas Property Code §94.051(3)

The terms of the notice become applicable if your application has been approved:

You have the legal right to an initial lease term of six months. If you prefer a different lease period, you and your landlord may negotiate a shorter or longer lease period. After the initial lease period expires, you and your landlord may negotiate a new lease term by mutual agreement. Regardless of the term of the lease, the landlord must give you at least 60 days' notice if the landlord will not renew your lease and will require that you relocate your manufactured home or recreational vehicle. During the 60-day period, you must continue to pay all rent and other amounts due under the lease agreement, including late charges, if any.

WATER AND WASTEWATER SUBMETERING ADDENDUM

Water and wastewater sub metering: HOMEOWNER's home site and/or manufactured home is sub metered for water and wastewater. Water/wastewater bills will be issued monthly to HOMEOWNER based on HOMEOWNER's consumption as recorded on the water sub meter for the home site described below.

Full NAME
Lot #
Address
Kennedale, Texas 76140

HOMEOWNER's monthly bill for water/wastewater passing through the individual sub meter for HOMEOWNER's home and home site will only cover water/wastewater consumed within HOMEOWNER's home and home site. The bill for HOMEOWNER's sub metered water and wastewater will not include any water and wastewater for common areas or common facilities. The bill will include any dwelling unit base charge and customer service charge that the utility charges COMMUNITY NAME and the gallonage charge. HOMEOWNER's per-gallon water cost will be the same as the average water cost per gallon that the utility company charges COMMUNITY NAME or alternatively the per-gallon water rate charged by the utility to COMMUNITY NAME, multiplied by HOMEOWNER's monthly sub metered water consumption. HOMEOWNER's per-gallon wastewater cost will be the same as the average wastewater cost per gallon that the utility charges COMMUNITY NAME or alternatively the per-gallon wastewater rate charged by the utility to COMMUNITY NAME, multiplied by HOMEOWNER's monthly sub metered water consumption. The owner will charge a service charge of nine percent of HOMEOWNER's charge for sub metered water service, including applicable taxes and surcharges on water. There will be no other charge of any kind for water and wastewater consumption through HOMEOWNER's sub meter. Billing calculations shall be governed by the rules of **The Public Utility Commission of Texas (PUC), 16 T.A.C. Chapter 24**, **Subchapter H**.
The average monthly bill for all dwelling units in the previous calendar year was $**XXX.XX** and the highest and lowest month's bills for that period were $ **XXX.XX** **(**highest) and $**XX.XX**(lowest).

The sub meters will be read at sometime within the final 5 days of each month, and bills will be mailed or hand delivered on or about the last day of each month. HOMEOWNER's monthly water and wastewater bill is payable no later that sixteen (16) days after the bill is mailed or hand delivered by COMMUNITY NAME to HOMEOWNER. If the bill is not paid after sixteen (16) days, water utility service may be disconnected after a disconnection notice is issued. Any dispute relating the computation of HOMEOWNER's bill or the accuracy of any sub metering device will be between HOMEOWNER and COMMUNITY NAME. HOMEOWNER has the right to receive information from COMMUNITY NAME to verify the utility bill. COMMUNITY NAME will repair leaks in any rental manufactured homes and in the common areas that are not sub metered within a reasonable period after the time the leak is reported to COMMUNITY NAME. A copy of the Tenant Guide to Sub metered Water or Wastewater Service prepared by the **PUC** is attached to this lease addendum.

COMMUNITY NAME
Managing Agent

_____
Community Manager

Date: _____

_____
HOMEOWNER

_____
HOMEOWNER
Every resident adult, including spouses, must sign as Homeowner.

Time to Mow and Trim Your Home Site/Lot #_____

ADDRESS: _____

We would like to give you this Friendly Reminder that your yard is in need of Attention. You need to mow and trim your yard by _____, to avoid us having to assign this to the Mtn Staff, at a cost up to $XX.00 per the Guidelines that you signed when you agreed to your land lease. The Guidelines state that all home sites must be maintained in a sightly fashion. This includes mowing, weed eating, trimming around skirting, flower beds must be weeded, and the removal of all unapproved items from your yard and visible porches. Miscellaneous items need to be stored in your storage building.

Other items needing attention:

_____

_____

_____

_____

_____

By:_____ **Date:**_____

STAFF REPORT
TO THE PLANNING AND ZONING COMMISSION

MEETING DATE: DECEMBER 22, 2025

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.B.2.

SUBJECT
PZ CASE #25-21 to conduct a public hearing and consider a proposed zoning change from "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" for the property located at 7205 Hudson Village Creek Rd., Parcel 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY

Edward S McRoy (AICP), Community Development Director

SUMMARY

Current Zoning	Proposed Zoning	Comprehensive Plan Designation
C-2	I	Industrial

Nearby Zoning			
North	I	East	I
South	N/A	West	MH & I

This proposal is a straight zoning request for Industrial District designation. Staff has determined the request is in conformance with the City's Comprehensive Plan. And appears to be generally compatible with nearby land uses. Along the west side of the site there are parcels zoned MH for manufactured homes however this area is composed of relatively large parcels so the density is far less than what might be typically expected.

RECOMMENDATION

Staff recommends **approval** as presented

ATTACHMENTS

1.	HM Signed Owner Affidavit 11-20-2025	HM Signed Owner Affidavit 11-20-2025.pdf
2.	7205 Hudson Village Creek 200' Buffer Map	7205 Hudson Village Creek 200' Buffer Map.png
3.	7205 Hudson Village Creek 200' Address List	7205 Hudson Village Creek 200' Address List.xlsx
4.	7205 Hudson Village Creek 200' Address Labels	7205 Hudson Village Creek 200' Address Labels.docx
5.	PZ Case 25-21 200' Buffer Letter - New Date	PZ Case 25-21 200' Buffer Letter - New Date.docx
6.	PZ Case 25-21 KISD 200' Buffer Letter - New Date	PZ Case 25-21 KISD 200' Buffer Letter - New Date.docx
7.	Survey	Survey.pdf
8.	Hudson Village IP - Revised Lot Layout	Hudson Village IP - Revised Lot Layout.pdf
9.	7205 Hudson Village Creek - Current Site Plan	7205 Hudson Village Creek - Current Site Plan.pdf
10.	Hudson Village IP - Conecpt Plan	Hudson Village IP - Conecpt Plan.pdf

ORDINANCE NO. 25-793

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 24.58 ACRES OF LAND SITUATED IN THE HUDSON, WADE H SURVEY, ABSTRACT NO. 716 TRACT 2, IDENTIFIED AS PARCEL 05308534, AND MORE GENERALLY LOCATED AT 7205 HUDSON VILLAGE CREEK RD., CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM "C2" COMMERCIAL DISTRICT TO "I" INDUSTRIAL DISTRICT, IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations in conformance with Chapter 211 of the Texas Local Government Code; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property herein described and depicted in Exhibit "A" attached herein, have filed an application to rezone said property; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on December 22, 2025, with respect to the proposed rezoning as described herein; and

WHEREAS, the City Council of the City held public hearings on January 20, 2026, with respect to the proposed rezoning as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of rezoning on the property; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

An approximate 24.58 acres of land situated in the Hudson, Wade H. Survey, Abstract No. 716 Tract 2, identified as Parcel 05308534, and more generally located at 7205 Hudson Village Creek Rd., City of Kennedale, Tarrant County, Texas, as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from "C" Commercial District to "I" Industrial District.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, shall be those as described in the Unified Development Code as amended and all other applicable and pertinent ordinances of the City.

SECTION 4.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 5.

This Ordinance shall be cumulative of the Unified Development Code, as amended, and all provisions of other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance, as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10.

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3.10 of the Charter of the City.

SECTION 11.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE ON THIS ____DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Carvan E. Adkins
City Attorney

EXHIBIT A
Legal Description and Location

Legal Description:

HUDSON, WADE H SURVEY Abstract 716 Tract 2

Location Description:

Parcel 05308534, 7205 Hudson Village Rd.

Being approximately 24.58 acres along the north side of Hudson Village Rd.

Location Map:

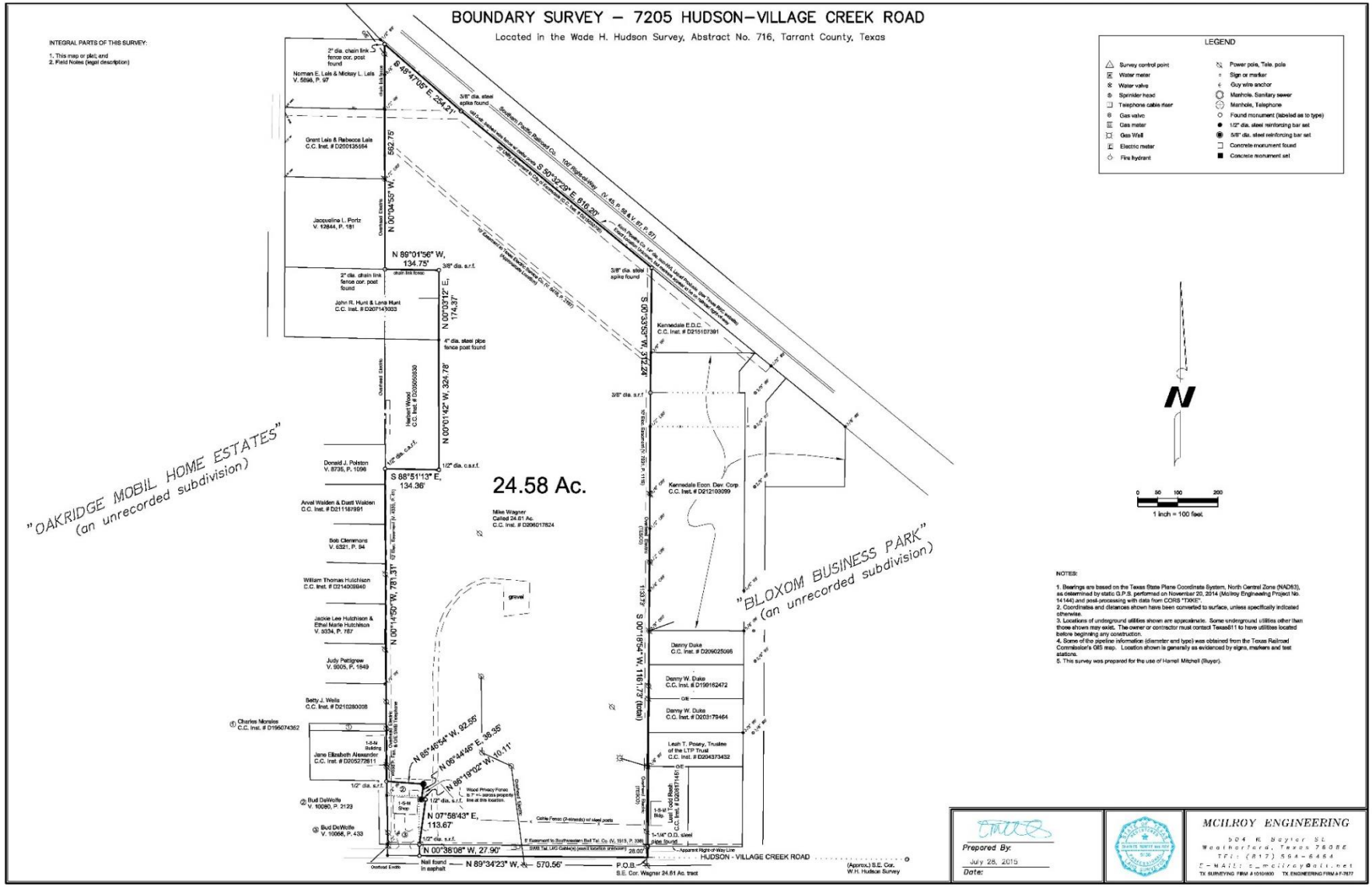
See next page

BOUNDARY SURVEY – 7205 HUDSON–VILLAGE CREEK ROAD

Located in the Wade H. Hudson Survey, Abstract No. 716, Tarrant County, Texas

INTEGRAL PARTS OF THIS SURVEY:

1. This map or plat; and
2. Field Notes (legal description)



NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), as determined by static G.P.S. performed on November 20, 2014 (McIlroy Engineering Project No. 14144) and post-processing with data from CORS "TXKE".
2. Coordinates and distances shown have been converted to surface, unless specifically indicated otherwise.
3. Locations of underground utilities shown are approximate. Some underground utilities other than those shown may exist. The owner or contractor must contact Texas811 to have utilities located before beginning any construction.
4. Some of the pipeline information (diameter and type) was obtained from the Texas Railroad Commission's GIS map. Location shown is generally as evidenced by signs, markers and test stations.
5. This survey was prepared for the use of Harrell Mitchell (Buyer).

Prepared By:

July 28, 2015

Date:

MCILROY ENGINEERING
504 E. Bayler St.
Weatherford, Texas 76086
Tel: (817) 594-6464
E-MAIL: c_mcilroy@att.net
TX SURVEYING FIRM # 1010600 TX ENGINEERING FIRM # F-7677

EXHIBIT A

City of KENNEDALE Texas EST. 1887

OWNER AFFIDAVIT

*Only Required if applicant is applying on behalf of the owner

Property Address: **7205 Hudson Village Creek, Kennedale TX 76060**

Legal Description: **HUDSON, WADE H SURVEY Abstract 716 Tract 2**

Applicant: **Danny Gutierrez**

Type of P&Z Request: **Zoning Change to Industrial**

I, Harrell Mitchell, current owner of the above mentioned property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Commission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: **Mitchell Harrell**

Owner Signature: Harrell Mitchell

Date: 11/20/2025

****

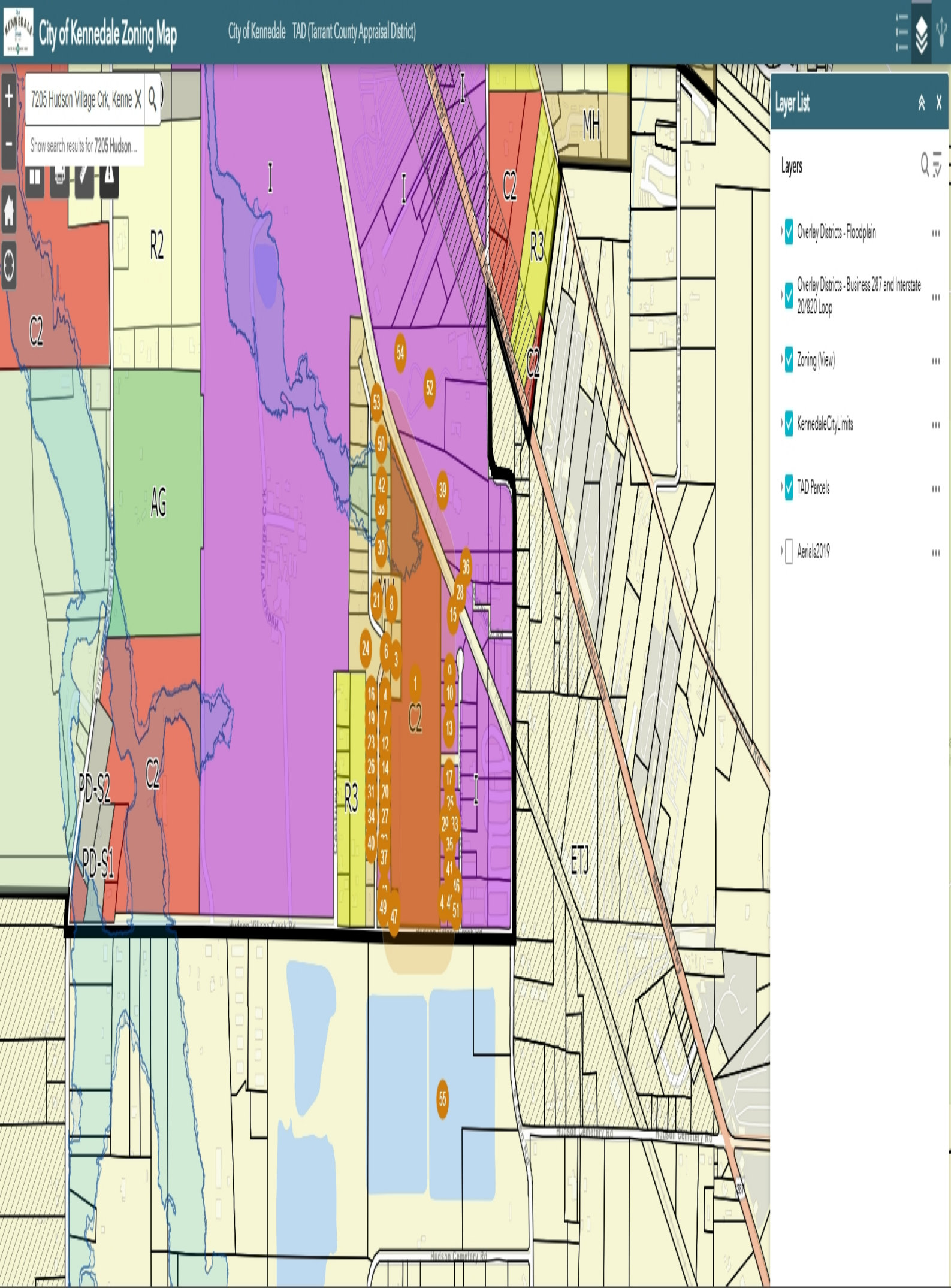
Sworn To and Subscribed before me by Harrell Mitchell

ON THIS 20th DAY OF November, 2025

SUSAN LASKEY
Notary ID #129485074
My Commission Expires
August 19, 2029

Susan Laskey #129485074

Notary Public, Tarrant County, Texas


City of Kennedale Zoning Map
City of Kennedale TAD (Tarrant County Appraisal District)
7205 Hudson Village Crk, Kenne
Show search results for 7205 Hudson...
Layer List
Layers
Overlay Districts - Floodplain
Overlay Districts - Business 287 and Interstate 20/820 Loop
Zoning (View)
KennedaleCityLimits
TAD Parcels
Aerials2019
R2
AG
C2
R3
I
MH
PD-S2
PD-S1
ETJ
Hudson Village Creek
Hudson Cemetery Rd

displayname	address	city
SOUTHERN PACIFIC RR CO	1400 DOUGLAS STOP 1640 ST	OMAHA
HAWK STEEL INDUSTRIES INC	4010 EDEN RD S	KENNEDALE
HOLMES THOMAS J JR	PO BOX 56306	HOUSTON
CARAVEO ANTONIO	4045 DANNY DR	KENNEDALE
COSTILLA DANIEL JR	4309 VINE RIDGE CT	ARLINGTON
RAMIREZ GUILLERMO	7533 COUNTY RD 526	MANSFIELD
PORTZ JACQUELINE L	4125 DANNY DR	KENNEDALE
DUCKER BENJAMIN J	4145 DANNY DR	KENNEDALE
HUNT LANA	4165 DANNY DR	KENNEDALE
DAVIS JACQUELYN KAY	4200 DANNY DR	KENNEDALE
WOOD HERBERT	4205 DANNY DR	KENNEDALE
HAWKINS SAKORN	1201 CONCORD DR	MANSFIELD
POLSTON DONALD J	4225 DANNY DR	KENNEDALE
DEAVER DAKOTA	4240 DANNY DR	KENNEDALE
JOHNSON DIANE	4240 DANNY DR	KENNEDALE
WALDEN ARVEL	4245 DANNY DR	KENNEDALE
SANDLIN MARGARET	4260 DANNY DR	KENNEDALE
WEAVER BARBARA	4265 DANNY DR	KENNEDALE
TAYLOR REBECCA SUE	4280 DANNY DR	KENNEDALE
HERNANDEZ AGUSTIN H	4285 DANNY DR	KENNEDALE
ROTENBERRY MICHEAL WAYNE	2653 VZ COUNTY ROAD 2801	MABANK
HUTCHSON JACKIE	6525 CHRISTA CT	GRANBURY
ERVIN ROBERT L	1624 E DEBBIE LANE	MANSFIELD
PETTIGREW JUDY	12116 ROLLING RIDGE DR	BURLESON
GRAB THE MAP LLC	5160 CONNEWAH TRL	TUPELO
WELLS BETTY J	4345 DANNY DR	KENNEDALE
MORALES CHARLES	5880 NEWT PATTERSON RD	MANSFIELD
VALLIN EDITH M	3700 LAUGHTON ST	FORT WORTH
AKNP	7315 GIBSON CEMETARY RD STE 103	MANSFIELD
DEWOLFE BUD	1340 BLUEBIRD LN	MIDLOTHIAN
WATER BOARD	PO BOX 4508	FORT WORTH
MITCHELL HARRELL	7070 HUDSON CEMETARY RD	MANSFIELD
A SHAY HOLLAND INCORPORATED	7917 FENDON BLOODWORTH RD	MANSFIELD
BYERS TRACY N	PO BOX 1421	KENNEDALE
CASTILLO CASTELLO ABRAHAM	7171 BLOXOM PARK RD	KENNEDALE
GARCIA ORLANDO T	5907 WILLOW VALLEY DR	ARLINGTON
POSEY LEAH T	2026 ROCK CREEK CT	ARLINGTON
DUKE DANNY W	PO BOX 2225	MANSFIELD
SAYLORS CHARLES W	PO BOX 1421	KENNEDALE
DAD & SON ELECTRIC LLC	7211 BLOXOM PARK RD	KENNEDALE
GERMANO SANDY VERBINA	4515 HAWKINS CEMETERY RD	ARLINGTON
GERMANO MICHAEL	4515 HAWKINS CEMETERY RD	ARLINGTON
TAYLORMADE ACADEMY LLC	7223 BLOXOM PARK RD	KENNEDALE
KENNEDALE EDC	405 MUNICIPAL DR	KENNEDALE
WILEY COLETTE	PO BOX 1448	KENNEDALE
J R EQUIPMENT CO INC	PO BOX 12	FORT WORTH

CITY OF KENNEDALE	405 MUNICIPAL DR	KENNEDALE
KENNEDALE ISD	120 W KENNEDALE PKWY	KENNEDALE

state	zip	situsaddress
NE	68179	213 S NEW HOPE RD
TX	76060	4010 EDEN RD S
TX	77256	4062 EDEN RD S
TX	76060	4045 DANNY DR
TX	76017	4065 DANNY DR
TX	76063	4105 DANNY DR
TX	76060	4125 DANNY DR
TX	76060	4145 DANNY DR
TX	76060	4165 DANNY DR
TX	76060	4200 DANNY DR
TX	76060	4205 DANNY DR
TX	76063	4220 DANNY DR
TX	76060	4225 DANNY DR
TX	76060	4240 DANNY DR
TX	76060	4240 DANNY DR
TX	76060	4245 DANNY DR
TX	76060	4260 DANNY DR
TX	76060	4265 DANNY DR
TX	76060	4280 DANNY DR
TX	76060	4285 DANNY DR
TX	75147	4300 DANNY DR
TX	76049	4315 DANNY DR
TX	76063	4320 DANNY DR
TX	76028	4325 DANNY DR
MS	38801	4340 DANNY DR
TX	76060	4345 DANNY DR
TX	76063	4349 DANNY DR
TX	76110	7099 HUDSON VILLAGE CREEK RD
TX	76063	7100 HUDSON VILLAGE CREEK RD
TX	76065	7169 HUDSON VILLAGE CREEK RD
TX	76164	7200 HUDSON VILLAGE CREEK RD
TX	76063	7205 HUDSON VILLAGE CREEK RD
TX	76063	7213 HUDSON VILLAGE CREEK RD
TX	76060	7225 HUDSON VILLAGE CREEK RD
TX	76060	7171 BLOXOM PARK RD
TX	76017	7200 BLOXOM PARK RD
TX	76010	7201 BLOXOM PARK RD
TX	76063	7207 BLOXOM PARK RD
TX	76060	7210 BLOXOM PARK RD
TX	76060	7211 BLOXOM PARK RD
TX	76017	7215 BLOXOM PARK RD
TX	76017	7219 BLOXOM PARK RD
TX	76060	7223 BLOXOM PARK RD
TX	76060	7227 BLOXOM PARK RD
TX	76060	7345 BATCHELOR RD
TX	76101	7346 BATCHELOR RD

TX 76060
TX 76060

SOUTHERN PACIFIC RR CO
1400 DOUGLAS STOP 1640 ST
OMAHA, NE 68179

HAWK STEEL INDUSTRIES INC
4010 EDEN RD S
KENNEDALE , TX 76060

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7533 COUNTY RD 526
MANSFIELD, TX 76063

PORTZ JACQUELINE L
4125 DANNY DR
KENNEDALE , TX 76060

DUCKER BENJAMIN J
4145 DANNY DR
KENNEDALE , TX 76060

HUNT LANA
4165 DANNY DR
KENNEDALE , TX 76060

DAVIS JACQUELYN KAY
4200 DANNY DR
KENNEDALE , TX 76060

WOOD HERBERT
4205 DANNY DR
KENNEDALE , TX 76060

HAWKINS SAKORN
1201 CONCORD DR
MANSFIELD, TX 76063

POLSTON DONALD J
4225 DANNY DR
KENNEDALE , TX 76060

DEAVER DAKOTA
4240 DANNY DR
KENNEDALE , TX 76060

JOHNSON DIANE
4240 DANNY DR
KENNEDALE , TX 76060

WALDEN ARVEL
4245 DANNY DR
KENNEDALE , TX 76060

SANDLIN MARGARET
4260 DANNY DR
KENNEDALE , TX 76060

WEAVER BARBARA
4265 DANNY DR
KENNEDALE , TX 76060

TAYLOR REBECCA SUE
4280 DANNY DR
KENNEDALE , TX 76060

HERNANDEZ AGUSTIN H
4285 DANNY DR
KENNEDALE , TX 76060

ROTENBERRY MICHEAL WAYNE
2653 VZ COUNTY ROAD 2801
MABANK, TX 75147

HUTCHSON JACKIE
6525 CHRISTA CT
GRANBURY, TX 76049

ERVIN ROBERT L
1624 E DEBBIE LANE
MANSFIELD, TX 76063

PETTIGREW JUDY
12116 ROLLING RIDGE DR
BURLESON, TX 76028

GRAB THE MAP LLC
5160 CONNEWAH TRL
TUPELO, MS 38801

WELLS BETTY J
4345 DANNY DR
KENNEDALE , TX 76060

MORALES CHARLES
5880 NEWT PATTERSON RD
MANSFIELD, TX 76063

VALLIN EDITH M
3700 LAUGHTON ST
FORT WORTH, TX 76110

AKNP
7315 GIBSON CEMETARY RD STE 103
MANSFIELD, TX 76063

DEWOLFE BUD
1340 BLUEBIRD LN
MIDLOTHIAN, TX 76065

WATER BOARD
PO BOX 4508
FORT WORTH, TX 76164

MITCHELL HARRELL
7070 HUDSON CEMETARY RD
MANSFIELD, TX 76063

A SHAY HOLLAND INCORPORATED
7917 FENDON BLOODWORTH RD
MANSFIELD, TX 76063

BYERS TRACY N
PO BOX 1421
KENNEDALE , TX 76060

CASTILLO CASTELLO ABRAHAM
7171 BLOXOM PARK RD
KENNEDALE , TX 76060

GARCIA ORLANDO T
5907 WILLOW VALLEY DR
ARLINGTON, TX 76017

POSEY LEAH T
2026 ROCK CREEK CT
ARLINGTON, TX 76010

DUKE DANNY W
PO BOX 2225
MANSFIELD, TX 76063

SAYLORS CHARLES W
PO BOX 1421
KENNEDALE , TX 76060

DAD & SON ELECTRIC LLC
7211 BLOXOM PARK RD
KENNEDALE , TX 76060

GERMANO SANDY VERBINA
4515 HAWKINS CEMETERY RD
ARLINGTON, TX 76017

GERMANO MICHAEL
4515 HAWKINS CEMETERY RD
ARLINGTON, TX 76017

TAYLORMADE ACADEMY LLC
7223 BLOXOM PARK RD
KENNEDALE , TX 76060

KENNEDALE EDC
405 MUNICIPAL DR
KENNEDALE , TX 76060

WILEY COLETTE
PO BOX 1448
KENNEDALE , TX 76060

J R EQUIPMENT CO INC
PO BOX 12
FORT WORTH, TX 76101

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDALE , TX 76060

KENNEDALE ISD
120 W KENNEDALE PKWY
KENNEDALE , TX 76060

PLANNING AND ZONING
NOTICE OF PUBLIC HEARING
DATE CHANGE

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-21 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" FOR THE PROPERTY LOCATED AT 7205 HUDSON VILLAGE CREEK RD, PARCEL 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property(ies)within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
DATE CHANGE

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

December 3, 2025

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Sincerely,

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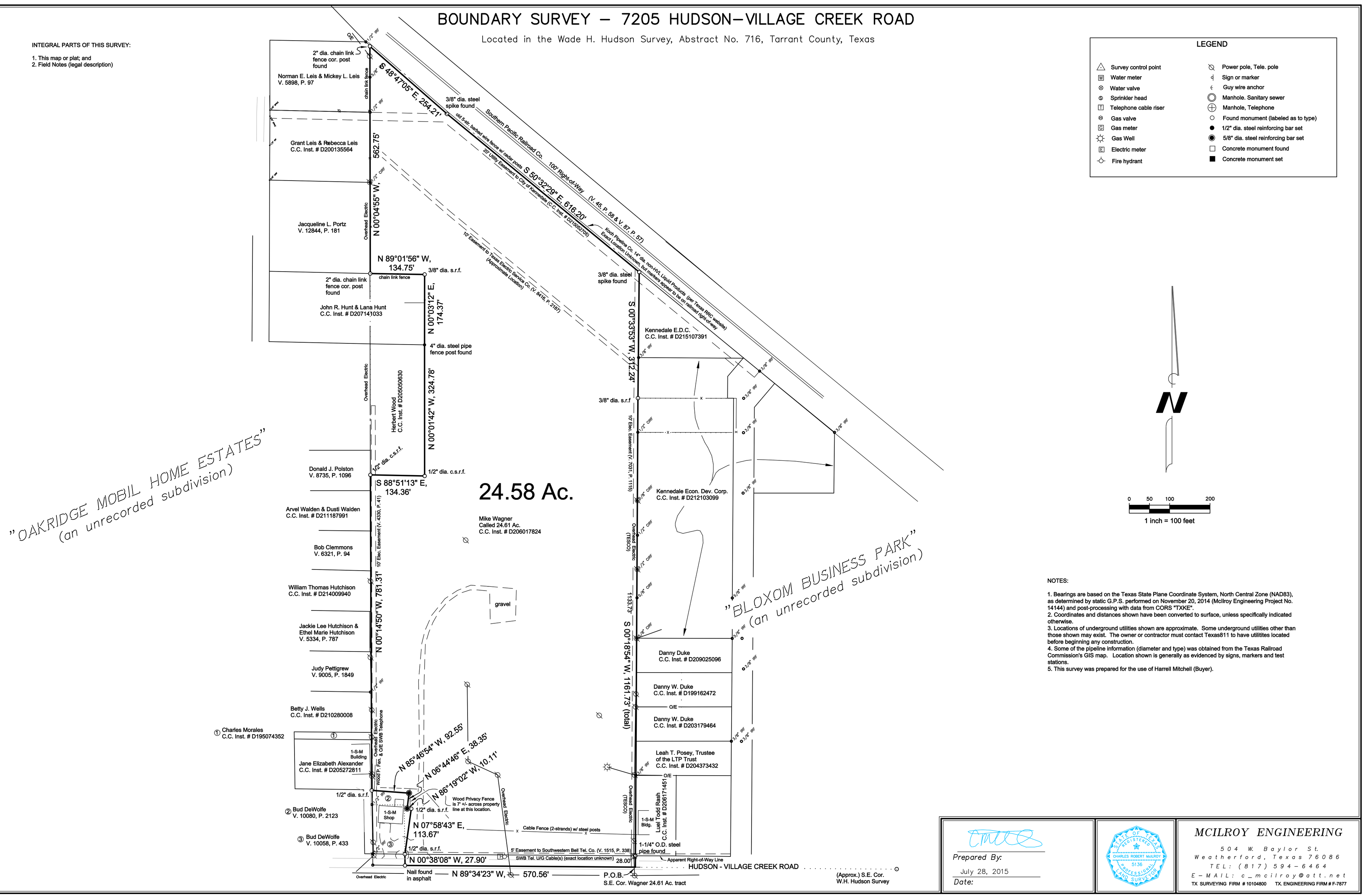
(817)985-2105

BOUNDARY SURVEY – 7205 HUDSON–VILLAGE CREEK ROAD

Located in the Wade H. Hudson Survey, Abstract No. 716, Tarrant County, Texas

INTEGRAL PARTS OF THIS SURVEY:

1. This map or plat; and
2. Field Notes (legal description)



LEGEND

- Survey control point
- Water meter
- Water valve
- Sprinkler head
- Telephone cable riser
- Gas valve
- Gas meter
- Gas Well
- Electric meter
- Fire hydrant
- Power pole, Tele. pole
- Sign or marker
- Guy wire anchor
- Manhole. Sanitary sewer
- Manhole, Telephone
- Found monument (labeled as to type)
- 1/2" dia. steel reinforcing bar set
- 5/8" dia. steel reinforcing bar set
- Concrete monument found
- Concrete monument set

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), as determined by static G.P.S. performed on November 20, 2014 (McIlroy Engineering Project No. 14144) and post-processing with data from CORS "TXKE".
2. Coordinates and distances shown have been converted to surface, unless specifically indicated otherwise.
3. Locations of underground utilities shown are approximate. Some underground utilities other than those shown may exist. The owner or contractor must contact Texas811 to have utilitites located before beginning any construction.
4. Some of the pipeline information (diameter and type) was obtained from the Texas Railroad Commission's GIS map. Location shown is generally as evidenced by signs, markers and test stations.
5. This survey was prepared for the use of Harrell Mitchell (Buyer).

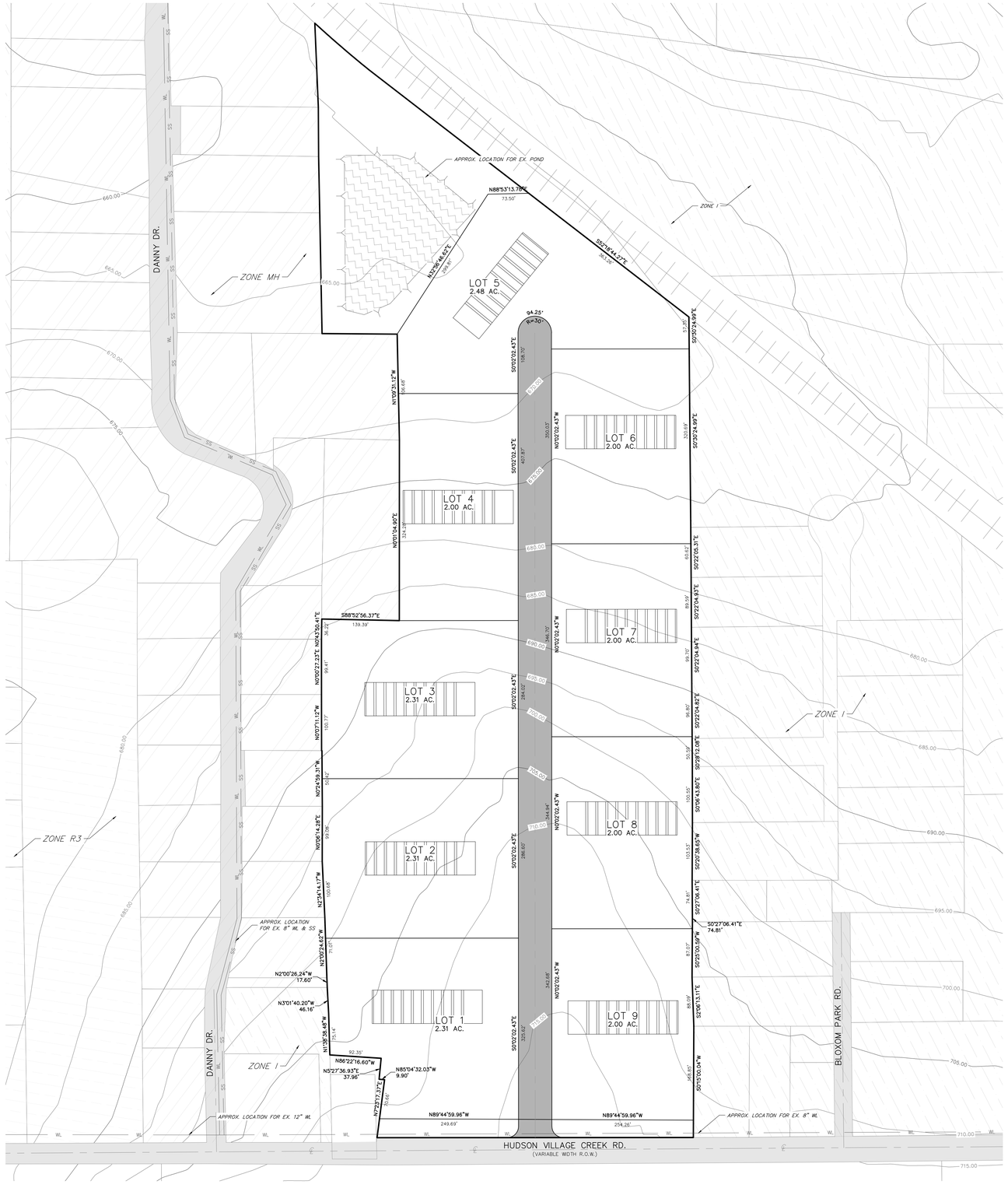
Prepared By:

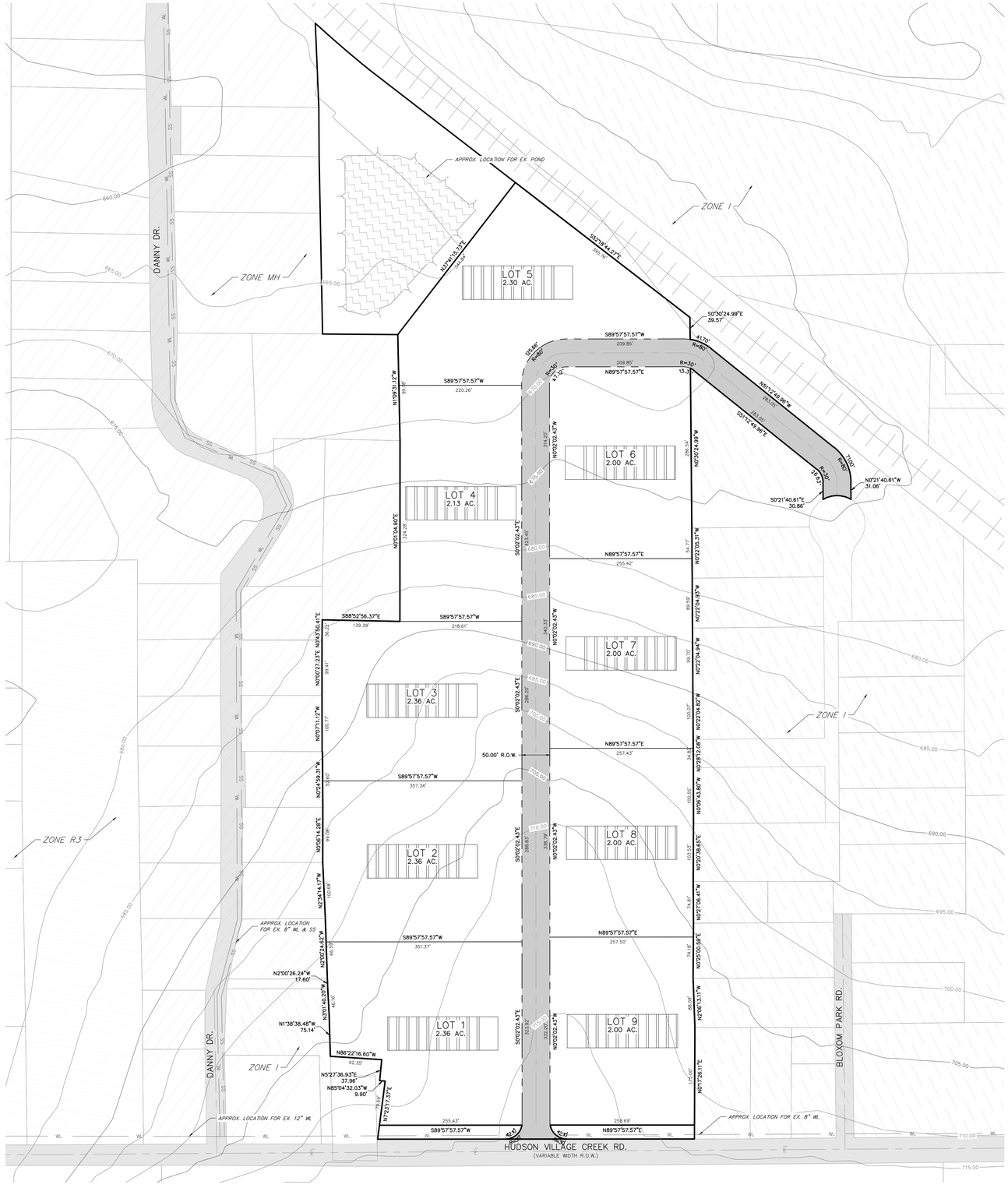
July 28, 2015

Date:

STATE OF TEXAS REGISTERED CHARLES ROBERT McILROY 5136 PROFESSIONAL LAND SURVEYOR

MCILROY ENGINEERING
504 W. Baylor St.
Weatherford, Texas 76086
TEL: (817) 594-6464
E-MAIL: c_mcilroy@att.net
TX SURVEYING FIRM # 10104800 TX. ENGINEERING FIRM # F-7877


APPROX. LOCATION FOR EX. POND
N88°53'13.78"E
73.50'
N12°56'46.62"E
69.89'
S02°16'43.27"E
301.28'
ZONE I
ZONE MH
DANNY DR.
LOT 5
2.48 AC.
94.25'
R=30'
S0°02'02.43"E
188.67'
N0°02'02.43"W
188.67'
S0°02'02.43"E
407.87'
N0°02'02.43"W
407.87'
S0°02'02.43"E
188.67'
N0°02'02.43"W
188.67



PRELIMINARY SITE LAYOUT

IDENTICAL BUILDINGS (PLACE HOLDER)

- 11,880 SQFT
- 60' X 198'
- 9,860 SQFT WAREHOUSE
- 2,020 SQFT OFFICE
- VARYING SETBACKS:
  - LOT 3 MAY NEED UNIQUE BUILDINGS DUE TO CITY SETBACK REGULATIONS

SITE INFO

- CURRENT PROPERTY ZONING IS C2 – COMMERCIAL
- 50'/60' R.O.W.
- TOTAL PROPERTY ACREAGE = 24.36 AC
- DEVELOPMENT AREA ACREAGE = 21.80 AC

FEMA

- PROPERTY LAYS WITHIN ZONE X

NOTES

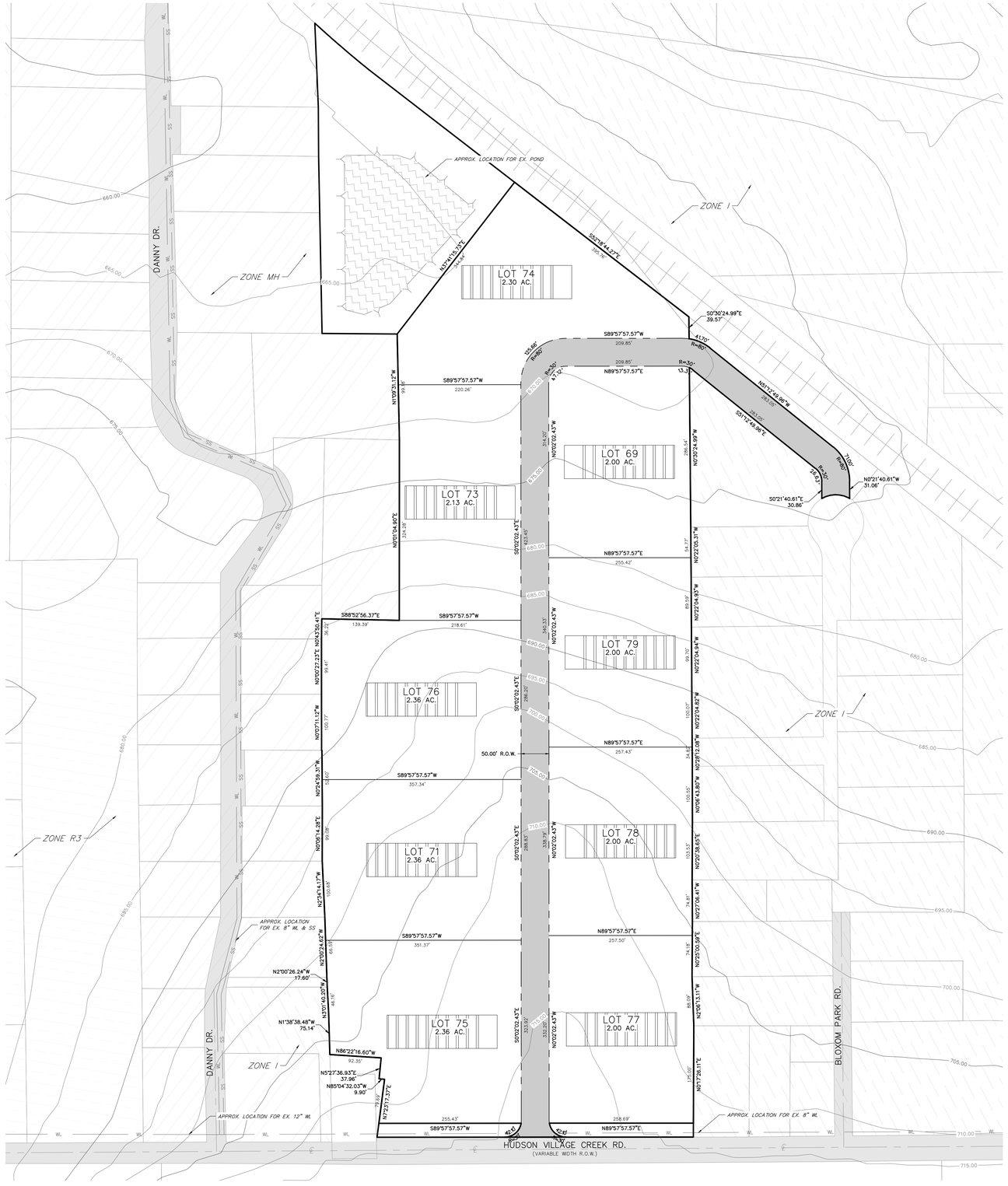
- BOUNDARIES AND SURVEY LINEWORK ARE SOURCED FROM TAD PARCEL SHAPEFILES
- ACREAGE, BEARINGS, AND DISTANCES ARE ALL SUBJECT TO CHANGE

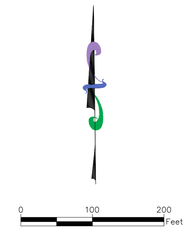
HUDSON VILLAGE INDUSTRIAL PARK
PRELIMINARY SITE LAYOUT

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: CRAIG A. GONZALEZ
Professional Engineer # 99268
11/25/2025
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

DATE PREPARED:
11/25/2025

URBAN INFRASTRUCTURE GROUP, INC.
260 S TEXAS BLVD
STE. 403
WESLACO, TEXAS 78596
(956)405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM





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HUDSON VILLAGE INDUSTRIAL PARK
PRELIMINARY SITE LAYOUT

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: CRAIG A. GONZALEZ
Professional Engineer # 99268
11/14/2025
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

DATE PREPARED: 11/14/2025

URBAN INFRASTRUCTURE GROUP, INC.
260 S TEXAS BLVD
STE. 403
WESLACO, TEXAS 78596
(956)405-3337
TBPE FIRM NO. F-13094
WWW.UIGTEXAS.COM

STAFF REPORT
TO THE PLANNING AND ZONING COMMISSION

MEETING DATE: DECEMBER 22, 2025

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.B.2.

SUBJECT

PZ CASE #25-22 To conduct a public hearing and consider a proposed zoning change from "OT 4 – OLD TOWN SUB-DISTRICT 4" to a "PD – Planned Development" for the property located at 429 W Kennedale Pkwy, Parcel 43121546, Woodlea Acres Addition Block 2, Lot 5R1R1 of the City of Kennedale, Tarrant County, Texas, 76060.

ORIGINATED BY

Edward S McRoy (AICP), Community Development Director

SUMMARY

Current Zoning	Proposed Zoning	Comprehensive Plan Designation
OT-4	PD	General Commercial

Nearby Zoning			
North	C-2	East	OT-4 & C-1
South	OT-2	West	OT-4

This proposal is a planned development district to accommodate the establishment of a fence company operation on a currently unused property site previously used for a Camper/RV and Manufactured Home Sales and Service business. A Planned Development creates unique standards just for the area being rezoned. The primary proposed uses will include an inside area for retail sales and office functions, inside and outside storage areas for various types of finished fencing product inventory, a small area for fabrication of customized fencing panels, gates and misc. part, loading and unloading spaces, and parking.

Although the type of use is related to construction activities in general, the nature of this business appears to be more akin to that of a retail establishment with some fabrication specifically for customized product sales. This appears therefore to be generally compatible with nearby land uses and with the Comprehensive Plan with certain accommodations/standards. As a special consideration the applicants are requesting a 6AM start time due to outside temperature conditions during the summer.

To accommodate the proposed, use the following amendments/clarifications would be needed to the OT 4 District standards:

1. Remove the Special Exception requirement currently required for a "Manufacturing, processing and packaging - light and associate retail sales use and list this as an allowed principal use at/as:
   Option A @ 100%
   Option B @ < 100%
   Option C shown on a Concept or Site Plan approved by the City Council

   Note the authorized use could be further limited to more specifically if desired.

2. Add “General offices and services building and construction services indoor storage” as an allowable principal or accessory use at/as {Same Options A/B/C as #1 above}

3. Add “General offices and services building and construction services outdoor storage” as an allowable principal or accessory use at/as {Same Options A/B/C as #1 above}

4. For clarity "Warehousing" should be defined in this PD to clarify if pass-through storage of various materials not being utilized by a principal site user or for sale to an end user shall be allowed.

5. If outside storage is approved at an amount > 33%, add language noting that *Section 11.25A of the UDC limiting coverage to 33% of a site does not apply.*

6. Establish allowed Hours or Operations

RECOMMENDATION

The P&Z forward a Staff recommends **approval** with the following:

1. Remove the Special Exception requirement currently required for a "Manufacturing, processing and packaging - light and associate retail sales use and list this as an allowed principal use at/as:

   Option B @ 25% maximum coverage **or** as indicated on City Council approved site plan

2. Add “General offices and services building and construction services indoor storage” as an allowable accessory use at/as

   Option B @ 80% maximum cumulative area of all buildings **or** as indicate don a City Council approved Site Plan

3. Add “General offices and services building and construction services outdoor storage” as an allowable accessory use at/as

   Option B @ 50% maximum site coverage **or** as indicated on a City Council approved Site Plan

4. Hours of Operation as determined by the Commission/Council

5. Exterior lighting to be shielded and directed downward so that glare and direct illumination of outside properties is prohibited

6. All drives accessing Kennedale Parkway (US Business Hwy 287) shall be right-in/ right-out only with applicable signage and markings

ATTACHMENTS

1.	HM Signed Owner Affidavit 11-20-2025	HM Signed Owner Affidavit 11-20-2025.pdf
2.	7205 Hudson Village Creek 200' Buffer Map	7205 Hudson Village Creek 200' Buffer Map.png
3.	7205 Hudson Village Creek 200' Address List	7205 Hudson Village Creek 200' Address List.xlsx
4.	7205 Hudson Village Creek 200' Address Labels	7205 Hudson Village Creek 200' Address Labels.docx
5.	PZ Case 25-21 200' Buffer Letter - New Date	PZ Case 25-21 200' Buffer Letter - New Date.docx
6.	PZ Case 25-21 KISD 200' Buffer Letter - New Date	PZ Case 25-21 KISD 200' Buffer Letter - New Date.docx
7.	Survey	Survey.pdf
8.	Hudson Village IP - Revised Lot Layout	Hudson Village IP - Revised Lot Layout.pdf
9.	7205 Hudson Village Creek - Current Site Plan	7205 Hudson Village Creek - Current Site Plan.pdf
10.	Hudson Village IP - Concept Plan	Hudson Village IP - Concept Plan.pdf

. **ORDINANCE NO. 25-794**

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING AN APPROXIMATE 8.3210 ACRE TRACT OF LAND SITUATED IN THE JACOB PRICKETT SURVEY, ABSTRACT NO. 1225, TARRANT COUNTY, TEXAS, AND BEING ALL OF LOT 5-R-1-R-1, BLOCK 2, WOODLEA ACRES ADDITION, AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS FROM "OT-4" OLD TOWN DISTRICT SUB-DISTRICT 4 TO PD – PLANNED DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City heretofore adopted the Unified Development Code of the City, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with the Kennedale Unified Development Code Article 22, the owners of the property herein described and depicted in Exhibit "A" attached herein, have filed an application to rezone said property; and,

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on December 22, 2025, with respect to the proposed rezoning as described herein; and,

WHEREAS, the City Council of the City held a public hearing on January 20, 2026, with respect to the proposed rezoning as described herein; and,

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Kennedale Unified Development Code, Article 22, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses and standards in the hereinafter described area shall be altered, changed and amended as shown and described below:

An approximate 8.3210 acre tract of land situated in the Jacob Prickett Survey, Abstract No. 1225, Tarrant County, Texas, and being all of Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas (the "Property"), as more fully described below and depicted in **Exhibit "A"** (attached and incorporated herein), shall be rezoned from "OT-4" Old Town District Sub-District 4 to PD – Planned Development District, in Accordance with the City's Comprehensive Plan and specific requirements and exhibits incorporated herein.

SECTION 2.

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The Development Standards for the Property, attached hereto as **Exhibit "B**,**"** are hereby approved and incorporated herein. The use of the Property described above shall be subject to the restrictions, terms, and conditions set forth in the Development Standards and the Concept Plan; shall conform to the permitted standards and regulations of the Unified Development Code; and shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City.

Any further amendments to the permitted standards and regulations of the standards described herein shall require public hearings and approval by the Planning and Zoning Commission and the City Council.

SECTION 4.

Development of the site shall be in conformance with a Concept Plan as depicted in **Exhibit "C**," attached hereto and incorporated herein, with substantial conformance to be determined by the Director of Community Development.

SECTION 5.

The official Zoning Map of the City is hereby amended, and the Director of Community Development is directed to revise the official Zoning Map to reflect the approved Planned Development District as set forth above.

SECTION 6.

This Ordinance shall be cumulative of the Unified Development Code, as amended, all provisions of other ordinances affecting zoning and land use, and of the Code of Ordinances, City of Kennedale, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-6 of the Code of Ordinances, City of Kennedale, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10.

The City Secretary of the City is hereby directed to publish the caption in the official newspaper of the City as required by Section 3. 10 of the Charter of the City.

SECTION 11.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE ON THIS ___DAY OF JANUARY, 2026.

APPROVED:

_____
Brad Horton, Mayor

ATTEST:

_____
Barbara Dahl, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Carvan E. Adkins
City Attorney

EXHIBIT A
Legal Description and Location

Legal Description:
Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition
Location Description:

1) 429 W KENNEDALE PKWY, Parcel Number 43121546
Being in total approximately 8.3210 acres along the west side of Kennedale Parkway (Bus Hwy US 287) between Cory A Edwards Dr. and Woodlea Ln.
Location Map:

EXHIBIT B

DEVELOPMENT STANDARDS

The intent of this planned development is to promote the compatible redevelopment of a site most recently utilized as a recreational vehicle and manufactured home sales and service

I. **Purpose.** This property is designed to allow a commercial/retail operation with some light manufacturing to facilitate the sale of prefabricated and custom manufactured fence products.

II. **In General.** In the event of a conflict between this ordinance and the site or concept plan the site plan shall prevail. Should a standard, regulation or requirement be unclear the Director of Development Services shall determine the appropriate standard or means of resolving said circumstance.

III. **Permitted Uses.** Land use and structures in areas designated for Commercial uses shall comply with uses permitted in the City of Kennedale Unified Development Code Article 4 for the "OT-4 Old Town District Subdistrict 4 District except as indicated in section IV below.

IV. Development and use of this site shall be in substantial conformance to a Concept or Site Plan approved by the City Council.

V. **Amended Uses Standards**

A) Article 4, Section 4.2, Table 4.2 Table under the OT -4 Column is hereby amended as follows

1. In Areas 14 and 15 as shown on the Concept Plan "Manufacturing, processing and packaging – light shall be allowed as in as an accessory use to fence and fencing components.

2. In Area 7 as shown on the Concept Plan "Manufacturing, processing and packaging – light and associate retail sales shall be allowed as a Principal use.

3. In Area 18 as shown on the Concept Plan "Outdoor storage, commercial and industrial" shall be allowed as an accessory use to a retail sales operation for fencing or finished construction materials

4. Add the Letter "P" allowing "General offices and Services -construction and building Services, indoor storage" as an allowable principal use.

VI. **Lighting** All Exterior lighting to be shielded and directed downward so

that glare and direct illumination of outside properties is prohibited.

VII. **Screening** A solid opaque screening device or fence shall be installed at a sufficient height to screen all outside storage areas from direct observation of stored materials from a height of 6' at the boundary of the property and any adjacent property.

VIII. **Drives and traffic circulation** Vehicular travel through the site shall wherever feasible be one way and all drives accessing Kennedale Parkway (US Business Hwy 287) shall be right-in/right-out only with applicable signage, markings, or physical devices installed to facilitate such movements,

IX. Hours of Operation shall be no earlier than 7AM and no later than 7 PM

EXHIBIT C

CONCEPT PLAN

WE LISTEN. WE CARE. WE DELIVER

Plans & Agenda | Usage & Zoning

Ref	Zone Name	Activities & Operations
1	**Trade Customer Entrance** N/A	Vehicle entry and exit operations for all vehicle sizes
2	**Customer Retail Parking / Fire Lane** Approximately 5,940 sf	Vehicle parking available for customers during opening hours.
3	**Trade Customer Exit (onto 287)** N/A	Vehicle exit operations by all vehicle types.
4	**Customer Retail Parking / Fire Lane** Approximately 660 sf	Vehicle parking available for customers during opening hours.
5	**Retail Customer Parking Lot (Entry & Exit onto 287)** Approximately 3,500 sf	Vehicle parking available for customers during opening hours.
6	**Colleague & Staff Parking Lot** Approximately 4,100 sf	Colleague parking outside and during working hours.
7	**Customer Indoor Experience Centre (Retail Showroom)** Approximately 2,900 sf	Indoor retail environment open between 7am and 6pm including weekends for customer viewing.
8	**Trade Customer Pull-Thru Loading Bays** Approximately 3,600 sf	Customer loading during opening hours of 6am to 6pm.
9	**Despatch Picking Area for Trade Customers** Approximately 7,200 sf	Customer loading during opening hours of 6am to 6pm.
10	**Inventory Offload & Checking Area** Approximately 23,700 sf	Inventory goods in deliveries to be received between the hours of 7am to 6pm Monday to Friday.
11	**Trade Customer Refreshment Zone** Approximately 1,600 sf	Open to customers during working hours.
12	**Hardware & Fittings Warehouse** Approximately 6,540 sf	Open 6am to 6pm to colleagues.
13	**Colleague & Staff Welfare Canteen & Break Room** Approximately 850 sf	Open 6am to 6pm to colleagues.
14	**Small Scale Fabrication & Machine Shop** Approximately 8,300 sf	Production to include tube cutting, jig setting and light scale welding. No on site galvanising or fume generating activities aside from welding. To be operated between 8am and 6pm, Monday to Friday.
15	**Fabrication Bulk Material Storage** Approximately 4,900 sf	
16	**First Fence USA Delivery Truck Loading Zone** Approximately 2,400 sf	Truck loading zone, vehicles to be loaded 6am to 6pm to suit the needs and flexibility of customer orders.
17	**Indoor Dry Product Storage** Approximately 15,800 sf	Internal forklift activities, accessible 6am to 6pm for stock picking requirements to fulfil deliveries.
18	**Inventory Storage Yard** Approximately 88,500 sf	Forklift activities between 6am and 6pm.
19	**Zone to Remain Untouched** Approximately 50,500 sf	Zone to Remain Untouched.

KENNEDALE
Planning Department
www.cityofkennedale.com

CITY OF KENNEDALE
PLANNING & ZONING
OWNER AFFIDAVIT (Only required if applicant is applying on behalf of the owner)

Case # PZ 25-22

Property Address: 429 W Kennedale Pkwy Kennedale, TX 76060

Legal Description: ~~Lot 5 R-1 R-1 Block 2 Woodlea Acres Add~~isiom

Applicant: First Fence

Type of PZ request: "OT 4-OLD Town Subdist 4" to A "PD - Planned Development

I, Tony and Barbara Cecil Trust, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

Owner Signature: Barbara Ann Jones Cecil

Date: 12-9-2025

Timmy Jay Cecil 12-9-25

****

Barbara Ann Jones Cecil
Timmy Jaycecil

SWORN TO and Subscribed before me by ~~[illegible]~~

ON THIS 9th DAY OF December, 2025

Ann L Weaver

Notary Public, ~~Tarrant~~ Hood County, Texas

ANN L WEAVER
Notary Public, State of Texas
Comm. Expires 06-04-2029
Notary ID 133139566

LEGAL DESCRIPTION OF PROPERTY IN METES & BOUNDS

BEING a 8.3210 acre (362,464 square foot) tract of land situated in the Jacob Prickett Survey, Abstract No. 1225, Tarrant County, Texas, and being all of Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Instrument No. D224036495, Official Public Records, Tarrant County, Texas, and all of a tract of land as described in Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Cecil, Co-Trustees, Tony and Barbara Cecil Trust (Cecil Trust Tract), recorded in Instrument No. D214200722, said Official Public Records, said tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the north corner of said Lot 5-R-1-R-1, and being on the southwest right-of-way line of Kennedale Parkway, a 100-foot right-of-way;

THENCE South 42°33'50" East, along the northeast line of said Lot 5-R-1-R-1, and along said southwest right-of-way line, a distance of 325.00 feet to a point for the northernmost east corner of said Lot 5-R-1-R-1, from which a 5/8-inch iron rod with cap stamped “RPLS 4838” bears South 47°20’27” West, a distance of 0.27 feet;

THENCE South 47°20'28" West, departing said southwest right-of-way line, and along the northernmost southeast line of said Lot 5-R-1-R-1, a distance of 100.00 feet to a 5/8-inch rod with cap stamped “KHA” set for corner, being at an interior corner of said Lot 5-R-1-R-1;

THENCE South 42°33'50" East, along a northeast line of said Lot 5-R-1-R-1, a distance of 75.00 feet to a point for corner, being an exterior corner of said Lot 5-R-1-R-1, and being on the northwest line of the said Cecil Trust Tract, from which a ‘+’ cut found in concrete bears South 47°20’28” West, a distance of 79.77 feet;

THENCE North 47°20'28" East, along the said northwest line, a distance of 100.00 feet to a point for the north corner of the said Cecil Trust Tract, and being in the said southwest right-of-way line, from which a 1/2-inch iron rod found bears North 63°06’03” West, a distance of 0.29 feet;

THENCE South 42°33'50" East, along the northeast line of the said Cecil Trust Tract, and along said southwest right-of-way line, a distance of 200.00 feet to a point for the easternmost corner of said Lot 5-R-1-R-1, from which a 1/2-inch iron rod with cap stamped “RPLS 5310” bears South 61°31’31” East, a distance of 0.30 feet and a 1/2-inch iron rod with cap stamped “GRANT ENG. 4151” bears South 61°28’44” West, a distance of 0.65 feet;

THENCE South 47°20'28" West, departing said southwest right-of-way line, and along the southeast line of said Lot 5-R-1-R-1, a distance of 550.26 feet (record distance 551.2 feet per plat recorded in Volume 388-A, Page 130 and record distance 550.62 feet per plat recorded in Instrument No. D224036495) to a 1/2-inch iron rod with cap stamped “RPLS 5310” found for corner at the southernmost southeast corner of said Lot 5-R-1-R-1;

THENCE South 89°22'28" West, along the south line of said Lot 5-R-1-R-1, a distance of 298.89 feet to a 1/2-inch iron rod with cap stamped “RPLS 5310” found for corner at the southernmost southwest corner of said Lot 5-R-1-R-1;

THENCE North 47°20'28" East, along a northwest line of said Lot 5-R-1-R-1, a distance of 216.26 feet to a 1/2-inch iron rod with cap stamped “LANDES” found for an interior corner of said Lot 5-R-1-R-1;

THENCE along the southwesterly line of said Lot 5-R-1-R-1 the following 6 calls:

North 58°20'43" West, a distance of 89.46 feet to a 5/8” iron rod with cap stamped “KHA” set for corner;

North 64°59'11" West, a distance of 105.12 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner;

North 25°00'49" East, a distance of 8.59 feet to a 1/2-inch iron rod found for corner;

North 64°59'11" West, a distance of 14.30 feet to a 1/2-inch iron rod found for corner;

North 47°18'19" East, a distance of 18.00 feet to a 1/2-inch iron rod found for corner;

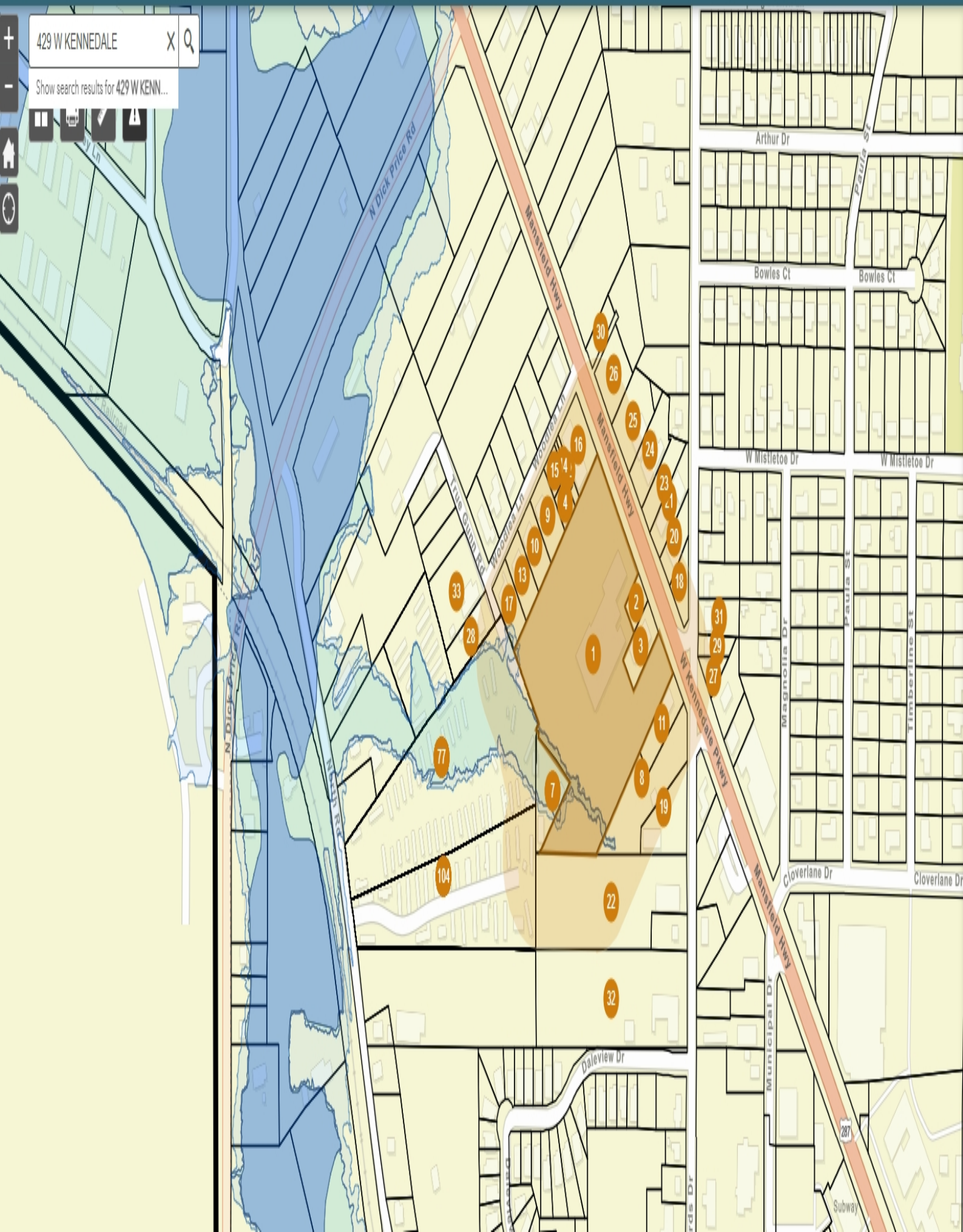
North 42°33'50" West, a distance of 200.00 feet to a point for the westernmost corner of said Lot 5-R-1-R-1, from which a 1/2-inch iron rod found bears North 42°33’50” West, a distance of 169.82 feet;

THENCE North 47°20'28" East, along the northwest line of said Lot 5-R-1-R-1, a distance of 600.27 feet to the **POINT OF BEGINNING** and containing 362,464 square feet or 8.3210 acres of land, more or less.

cityofkennedale.maps.arcgis.com/apps/webappviewer/index.html?id=eff39a6f3b794b9a98ff991676e42432

City of Kennedale Zoning Map

City of Kennedale TAD (Tarrant County Appraisal District)



displayname	address
TAYLOR RUBIE BROWN	2003 CHELSEA DR
AMORETTE REALTY LLC	9725 SEMINTAL DR
MJAC INVESTMENTS LLC	8100 PLUM CREEK TRL
SHELBY FANNING ENTERPRISES LLC	1038 FALCON NEST DR
TMF PROPERTIES LLC	404 W KENNEDALE PKWY
TONY AND BARBARA CECIL FAMILY BY-PASS TRUST	PO BOX 25
MCMURRAY MELVIN T	417 W KENNEDALE PKWY
FRUMKIN MIKHAIL	5709 HOMESTEAD RD
HOSSEINI ABDOLNABI A	45450 ETHERIDGE DR
LENTZ WADE M	437 TRUE GUNN RD
DANG CONG	441 TRUE GUNN RD
NGUYEN NGUYN ETAL	6522 DAISY DR
JMA COOPER LLC	1113 BURNET DR
CITIPOINT PROPERTIES & INVESTMENT LLC	5020 MANSFIELD RD
AVALON MHP LP	10875 PLANO RD STE 120
BARRON DANIEL	516 NORTH RD LOT 301
DINGMAN ALICE M	516 NORTH RD LOT 310
GUZMAN ENRIQUE M	1218 PEGGY LN
JOHNSTON DAVID	3509 RAINDROP DR
LITTLE DON	516 NORTH RD LOT 307
LOPEZ CAMPOS JUAN CARLOS	516 NORTH RD LOT 305
MONTEZ STEPHANIE	516 NORTH RD LOT 309
NEWMAN LYNAN M	516 NORTH RD LOT 306
PETERSEN THERESA	516 NORTH RD LOT
ZAMORA REINA	516 NORTH RD LOT 304
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IBANEZ DIMAS	518 NORTH RD LOT 206
MURILLO EDUARDO E RUBIO	518 NORTH RD TRLR 207
REYES ASSENCION OMAR	518 NORTH RD TRLR 200
RODRIGUEZ SYLVIA	518 NORTH RD TRL 202
SPECK RONALD E	6120 DAY RD
TAYLOR DANNY	916 SUBLETT RD
WREN TERRI	PO BOX 1882
ADDISON MOBILE HOME SERVICE	8316 COUNTY RD 508
ADRIANO MIGUEL	520 NORTH RD TRLR 17
ALATORRE NAYELI	520 NORTH RD TRLR 24
BANKS ERICA	5800 TENNESSEE RD
BARCLAY OLIVER JR	PO BOX 11315
BOWLAND BOB	5155 WICHITA ST
BREWER MISTY	520 NORTH RD TRLR 51
BUENDIA GUADALUPE	520 NORTH RD TRLR 43
CITY OF KENNEDALE	405 MUNICIPAL DR
DYE JENSEN	520 NORTH RD TRLR 34
GRAHAM LEAH M	225 CEDAR WAY

GRIFALDO MARIA	520 NORTH RD TRLR 50
GURLEY JOSH	520 NORTH RD TRLR 15
GUTIERREZ MARK A SR	520 NORTH RD TRLR 25
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HERRERA JAZMIN J	3724 ROYAL CREST DR
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MARTINEZ ANTONIO	520 NORTH RD TRLR 49
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PRADO ANTONIO	520 NORTH RD LOT 5
RAWLINGS LEWIS WAYNE	520 NORTH RD TRLR 4
REYNOLDS LEDA	801 MONTICELLO DR TRLR 108
SALINAS CHRISTINA	520 NORTH RD
SHOCKEY MARTIN	520 NORTH RD TRLR 41
SPROW LAVERNE	7017 TIMBER RD
STEINMETZ M N	520 NORTH RD TRLR 7
TAYLOR GARRY	520 NORTH RD TRLR 12
WINTERS PAMELA	520 NORTH RD TRLR 39
BOVERIE JACK	520 NORTH RD # 1
BARRAZA LUIS	520 NORTH RD TRLR 52
EDWARDS 14-601 LLC	3225 MCLEOD DR STE 100
CUDE REALTY LLC	PO BOX 1203
WARD BILLY	700 WOODLEA LN
SANCHEZ ELVIRA	5838 BEAU PURPLE DR
RICHARDSON AUSTIN L	708 WOODLEA LN
MORRISON REAL PROPERTY LLC	1931 GUINEVERE ST
JMA COOPER LLC	1113 BURNET DR

city	state	zip	situsaddress
FORT WORTH	TX	76134	328 W KENNEDALE PKWY
CROWLEY	TX	76036	400 W KENNEDALE PKWY
BURLESON	TX	76028	402 W KENNEDALE PKWY
KENNEDALE	TX	76060	405 W KENNEDALE PKWY
KENNEDALE	TX	76060	412 W KENNEDALE PKWY
KENNEDALE	TX	76060	413 W KENNEDALE PKWY
KENNEDALE	TX	76060	417 W KENNEDALE PKWY
ARLINGTON	TX	76017	428 W KENNEDALE PKWY
PLANO	TX	75024	436 W KENNEDALE PKWY
KENNEDALE	TX	76060	437 TRUE GUNN RD
KENNEDALE	TX	76060	441 TRUE GUNN RD
ARLINGTON	TX	76017	444 W KENNEDALE PKWY
ALLEN	TX	75002	445 W KENNEDALE PKWY
ARLINGTON	TX	76017	509 CORRY A EDWARDS DR
DALLAS	TX	75238	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
ALVARADO	TX	76009	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
KENNEDALE	TX	76060	516 NORTH RD
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KENNEDALE	TX	76060	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
MANFIELD	TX	76063	518 NORTH RD
KENNEDALE	TX	76060	518 NORTH RD
BURLESON	TX	76097	518 NORTH RD
ALVARADO	TX	76009	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
TEXARCANA	AR	71854	520 NORTH RD
FORT WORTH	TX	76110	520 NORTH RD
FORT WORTH	TX	76119	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	
KENNEDALE	TX	76060	520 NORTH RD
WHITNEY	TX	76692	520 NORTH RD

KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
FORT WORTH	TX	76140	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	
KENNEDALE	TX	76060	520 NORTH RD
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KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
SPRINGTOWN	TX	76082	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
ALVARADO	TX	76009	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD
KENNEDALE	TX	76060	520 NORTH RD # 1
KENNEDALE	TX	76060	520 NORTH RD # 52
LAS VEGAS	NV	89121	601 CORRY A EDWARDS DR
KENNEDALE	TX	76060	609 CORRY A EDWARDS DR
KENNEDALE	TX	76060	700 WOODLEA LN
DALLAS	TX	75211	704 CORRY A EDWARDS DR
KENNEDALE	TX	76060	708 WOODLEA LN
ARLINGTON	TX	76014	712 WOODLEA LN
ALLEN	TX	75002	720 WOODLEA LN

TAYLOR RUBIE BROWN
2003 CHELSEA DR
FORT WORTH, TX 76134

AMORETTE REALTY LLC
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CROWLEY, TX 76036

MJAC INVESTMENTS LLC
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BURLESON, TX 76028

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KENNEDALE, TX 76060

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KENNEDALE, TX 76060

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KENNEDALE, TX 76060

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ALLEN, TX 75002

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ARLINGTON, TX 76017

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10875 PLANO RD STE 120
DALLAS, TX 75238

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516 NORTH RD LOT 301
KENNEDALE, TX 76060

DINGMAN ALICE M
516 NORTH RD LOT 310
KENNEDALE, TX 76060

GUZMAN ENRIQUE M
1218 PEGGY LN
KENNEDALE, TX 76060

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ALVARADO, TX 76009

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516 NORTH RD LOT 307
KENNEDALE, TX 76060

LOPEZ CAMPOS JUAN CARLOS
516 NORTH RD LOT 305
KENNEDALE, TX 76060

MONTEZ STEPHANIE
516 NORTH RD LOT 309
KENNEDALE, TX 76060

NEWMAN LYNAN M
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KENNEDALE, TX 76060

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516 NORTH RD LOT
KENNEDALE, TX 76060

ZAMORA REINA
516 NORTH RD LOT 304
KENNEDALE, TX 76060

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KENNEDALE, TX 76060

MURILLO EDUARDO E RUBIO
518 NORTH RD TRLR 207
KENNEDALE, TX 76060

REYES ASSENCION OMAR
518 NORTH RD TRLR 200
KENNEDALE, TX 76060

RODRIGUEZ SYLVIA
518 NORTH RD TRL 202
KENNEDALE, TX 76060

SPECK RONALD E
6120 DAY RD
MANFIELD, TX 76063

TAYLOR DANNY
916 SUBLETT RD
KENNEDALE, TX 76060

WREN TERRI
PO BOX 1882
BURLESON, TX 76097

ADDISON MOBILE HOME SERVICE
8316 COUNTY RD 508
ALVARADO, TX 76009

ADRIANO MIGUEL
520 NORTH RD TRLR 17
KENNEDALE, TX 76060

ALATORRE NAYELI
520 NORTH RD TRLR 24
KENNEDALE, TX 76060

BANKS ERICA
5800 TENNESSEE RD
TEXARCANA, AR 71854

BARCLAY OLIVER JR
PO BOX 11315
FORT WORTH, TX 76110

BOWLAND BOB
5155 WICHITA ST
FORT WORTH, TX 76119

BREWER MISTY
520 NORTH RD TRLR 51
KENNEDALE, TX 76060

BUENDIA GUADALUPE
520 NORTH RD TRLR 43
KENNEDALE, TX 76060

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDALE, TX 76060

DYE JENSEN
520 NORTH RD TRLR 34
KENNEDALE, TX 76060

GRAHAM LEAH M
225 CEDAR WAY
WHITNEY, TX 76692

GRIFALDO MARIA
520 NORTH RD TRLR 50
KENNEDALE, TX 76060

GURLEY JOSH
520 NORTH RD TRLR 15
KENNEDALE, TX 76060

GUTIERREZ MARK A SR
520 NORTH RD TRLR 25
KENNEDALE, TX 76060

HENRY JEFFERY L CONT
520 NORTH RD TRLR 31
KENNEDALE, TX 76060

HERRERA JAZMIN J
3724 ROYAL CREST DR
FORT WORTH, TX 76140

HUBBARD CINDY CRYER
520 NORTH RD TRLR 30
KENNEDALE, TX 76060

HURTADO MANUEL
520 NORTH RD TRLR 42
KENNEDALE, TX 76060

HUTSON CRYSTAL
520 NORTH RD TRLR 10
KENNEDALE, TX 76060

IVISON MICHAEL A
520 NORTH RD TRLR 48
KENNEDALE, TX 76060

KENNEDALE ISD
120 W KENNEDALE PKWY
KENNEDALE, TX 76060

LOPEZ JERONIMO
520 NORTH RD TRLR 44
KENNEDALE, TX 76060

MARSHALL DOMINIC
520 NORTH RD TRLR 36
KENNEDALE, TX 76060

MARTINEZ ANTONIO
520 NORTH RD TRLR 49
KENNEDALE, TX 76060

PETERSEN DWAYNE
520 NORTH RD LOT 28A
KENNEDALE, TX 76060

PRADO ANTONIO
520 NORTH RD LOT 5
KENNEDALE, TX 76060

RAWLINGS LEWIS WAYNE
520 NORTH RD TRLR 4
KENNEDALE, TX 76060

REYNOLDS LEDA
801 MONTICELLO DR TRLR 108
SPRINGTOWN , TX 76082

SALINAS CHRISTINA
520 NORTH RD
KENNEDALE, TX 76060

SHOCKEY MARTIN
520 NORTH RD TRLR 41
KENNEDALE, TX 76060

SPROW LAVERNE
7017 TIMBER RD
ALVARADO, TX 76009

STEINMETZ M N
520 NORTH RD TRLR 7
KENNEDALE, TX 76060

TAYLOR GARRY
520 NORTH RD TRLR 12
KENNEDALE, TX 76060

WINTERS PAMELA
520 NORTH RD TRLR 39
KENNEDALE, TX 76060

BOVERIE JACK
520 NORTH RD # 1
KENNEDALE, TX 76060

BARRAZA LUIS
520 NORTH RD TRLR 52
KENNEDALE, TX 76060

EDWARDS 14-601 LLC
3225 MCLEOD DR STE 100
LAS VEGAS, NV 89121

CUDE REALTY LLC
PO BOX 1203
KENNEDALE, TX 76060

WARD BILLY
700 WOODLEA LN
KENNEDALE, TX 76060

SANCHEZ ELVIRA
5838 BEAU PURPLE DR
DALLAS, TX 75211

RICHARDSON AUSTIN L
708 WOODLEA LN
KENNEDALE, TX 76060

MORRISON REAL PROPERTY LLC
1931 GUINEVERE ST
ARLINGTON, TX 76014

JMA COOPER LLC
1113 BURNET DR
ALLEN, TX 75002

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

> **PZ CASE #25-22 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "OT 4 – OLD TOWN SUB-DISTRICT 4" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 429 W KENNEDALE PKWY, PARCEL 43121546, WOODLEA ACRES ADDITION BLOCK 2, LOT 5R1R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property(ies)within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

Kennedale ISD
120 W. Kennedale Parkway
Kennedale, TX 76060

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #25-22 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "OT 4 – OLD TOWN SUB-DISTRICT 4" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 429 W KENNEDALE PKWY, PARCEL 43121546, WOODLEA ACRES ADDITION BLOCK 2 LOT 5R1R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.

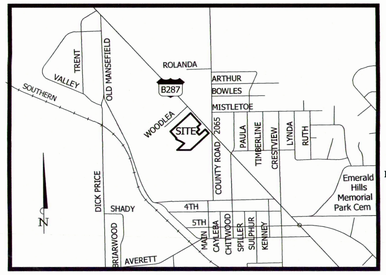
A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or tcox@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal.

Sincerely,

Tina Cox
Deputy City Secretary
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
tcox@cityofkennedale.com
(817)985-2105



VICINITY MAP
SCALE: 1" = 2000'
KENNEDALE, TEXAS

GENERAL NOTES:

1. All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.

2. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48439C0340K, dated September 25, 2009. The property appears to lie within Zone "X" and the entire property lies within a "Areas determined to be outside the 0.2% annual chance floodplain" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".

3. All lot corners (Original Monumentation) shall be iron rods set (IRS) are 5/8-inch with a red plastic cap stamped "RPLS 4838".

WOODLEA LANE
60' RIGHT-OF-WAY
VOLUME 388-Q, PAGE 297, P.R.T.C.T.

15' BUILDING LINE VOLUME 388-193, PAGE 71 P.R.T.C.T.

50' BUILDING LINE VOLUME 388-193, PAGE 71 P.R.T.C.T.

OASIS RENTAL HOUSING, LTD.
INSTRUMENT NUMBER D216228836 O.P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026387 O.P.R.T.C.T.

30' BUILDING LINE VOLUME 388-193, PAGE 71 P.R.T.C.T.

LOT 7AR, BLOCK 2
WOODLEA ACRES
VOLUME 388-193, PAGE 71
P.R.T.C.T.

PLACE OF BEGINNING
FOUND 1/2" IRON ROD
NAD-1983 COORDINATE SYSTEM (2011)
TEXAS NORTH CENTRAL ZONE
GRID COORDINATES
N: 6922681.69
E: 2360054.21

50.00'
50.00'
100.00'

MANSFIELD HIGHWAY
ALSO KNOWN AS WEST KENNEDALE PARKWAY
PREVIOUSLY KNOWN AS HUR 287
VOLUME 1136, PAGE 173, D.R.T.C.T.

S42° 31' 24"E 325.00'

CABINET A, SLIDE 3273, P.R.T.C.T.

LOT 7BR, BLOCK 2
WOODLEA ACRES
VOLUME 388-193, PAGE 71
P.R.T.C.T.

7.5' UTILITY EASEMENT
VOLUME 388-193, PAGE 71
P.R.T.C.T.

CENTERLINE OF TESCO DISTRIBUTION EASEMENT
VOLUME 4140, PAGE 464
D.R.T.C.T.

LOT 7C, BLOCK 2
WOODLEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026384
O.P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026388
O.P.R.T.C.T.

MORRISON REAL PROPERTY, LLC
INSTRUMENT NUMBER D217026385
O.P.R.T.C.T.

670.00'

LOT 7D, BLOCK 2
WOODLEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

AUSTIN LEVI RICHARDSON
INSTRUMENT NUMBER D216191669
O.P.R.T.C.T.

N47° 18' 57"E 600.00'

10' TESCO EASEMENT
VOLUME 8458, PAGE 1410
D.R.T.C.T.

5' TESCO EASEMENT
VOLUME 2954, PAGE 546
D.R.T.C.T.

IRS

LOT 7E, BLOCK 2
WOODLEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

WILLIAM C. BLALOCK, JR AND DURA L. BLALOCK
VOLUME 3379, PAGE 567
D.R.T.C.T.

360.00'

7.5' UTILITY EASEMENT
CABINET A, SLIDE 3273, P.R.T.C.T.

7.5' UTILITY EASEMENT
CABINET A, SLIDE 3273, P.R.T.C.T.

S47° 18' 57"W 100.00'

MELVIN THOMAS MONURRAT AND WIFE, FAYE MONURRAY
JOAN FAYE MONURRAY
VOLUME 10631, PAGE 393
D.R.T.C.T.

FOUND FENCE CORNER

S42° 31' 24"E 75.00'

FOUND 1/2" IRON ROD

50.00'
50.00'
100.00'

LOT 26, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-B, SLIDE 158
P.R.T.C.T.

LOT 7F, BLOCK 2
WOODEA ACRES
VOLUME 388-Q, PAGE 297
P.R.T.C.T.

BILLY WARD AND WIFE, MELISSA WARD
VOLUME 12752, PAGE 113
D.R.T.C.T.

LOT 5-R-1-R, BLOCK 2
WOODLEA ACRES ADDITION
CABINET A, SLIDE 3273, P.R.T.C.T.
BARBARA ANN JONES CECIL AND JENNIFER DAVIDSON, CO-TRUSTEES OF THE TONY AND BARBARA CECIL TRUST
INSTRUMENT NUMBER D214200723
O.P.R.T.C.T.

IRS

PORTION OF LOT 4, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, PAGE 130, P.R.T.C.T.
TONY LYNN CECIL AND BARBARA ANN JONES CECIL, CO-TRUSTEES OF THE TONY AND BARBARA CECIL TRUST
INSTRUMENT NUMBER D214200723
O.P.R.T.C.T.

N47° 28' 17"E 180.00'

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

S42° 41' 13"E 115.00'

30' BUILDING LINE (BY THIS PLAT)

FOUND 5/8" IRON ROD

4' UTILITY EASEMENT
VOLUME 388-215, PAGE 64
P.R.T.C.T.

LOT 5-R-1-R-1, BLOCK 2
WOODLEA ACRES ADDITION
7.967 ACRES OR
347,084 SQUARE FEET

S42° 41' 18"E 85.00'

FOUND 1/2" CAPPED IRON ROD STAMPED "GRANT ENG. RPLS 4151" BEARS S79° 00' 50"W 0.89' FROM LOT CORNER

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

FOUND 1/2" IRON ROD BEARS S25° 15' 21"E 0.91' FROM PROPERTY CORNER

PORTION OF LOT 3, BLOCK 2 WOODLEA ACRES ADDITION VOLUME 388-A, SLIDE 130, P.R.T.C.T.

SHELBY FANNING ENTERPRISES LLC INSTRUMENT NUMBER D218266534 O.P.R.T.C.T.

7.5' UTILITY EASEMENT (BY THIS PLAT)

N47° 31' 24"W 200.00'

FEMA ZONE "X" (SHADED)

FEMA ZONE "X"

N47° 18' 57"E 18.00'

FOUND 1/2" IRON ROD

FOUND 1/2" IRON ROD

IRS

N65° 02' 55"W 14.30'

N23° 56' 01"E 8.65'

EXISTING LOT LINE

7.5' UTILITY EASEMENT
CABINET A, SLIDE 3273, P.R.T.C.T.

AVALON MHP, L.P.
INSTRUMENT NUMBER D203346215
O.P.R.T.C.T.

LOT 27, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-B, SLIDE 158, P.R.T.C.T.

4' UTILITY EASEMENT
VOLUME 388-215, PAGE 64
P.R.T.C.T.

FEMA ZONE "X"

N65° 02' 24"W 105.11'

IRS

N58° 20' 05"W 89.45'

FOUND 1/2" CAPPED IRON ROD

4' UTILITY EASEMENT
VOLUME 388-B, PAGE 158
P.R.T.C.T.

AVALON MHP, L.P.
INSTRUMENT NUMBER D203346215
O.P.R.T.C.T.

LOT 5-R-2, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-215, PAGE 64
P.R.T.C.T.

10' TESCO EASEMENT
VOLUME 10429, PAGE 1129
D.R.T.C.T.

PORTION OF LOT 4, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, PAGE 130, P.R.T.C.T.

TONY LYNN CECIL AND BARBARA ANN JONES CECIL, CO TRUSTEES OF THE TONY AND BARBARA CECIL TRUST
INSTRUMENT NUMBER D222084465
O.P.R.T.C.T.

S47° 22' 16"W 550.62'

PORTION OF LOT 3, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, SLIDE 130, P.R.T.C.T.

SHELBY FANNING ENTERPRISES LLC
INSTRUMENT NUMBER D218280295
O.P.R.T.C.T.

5' UTILITY EASEMENT
VOLUME 388-215, PAGE 64
P.R.T.C.T.

N47° 22' 03"E 216.29'

LOT 2, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, SLIDE 130, P.R.T.C.T.

AVALON MHP, L.P.
INSTRUMENT NUMBER D203346215
O.P.R.T.C.T.

LOT 28, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-B, SLIDE 158, P.R.T.C.T.

5' UTILITY EASEMENT
VOLUME 388-A, PAGE 130
P.R.T.C.T.

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

S89° 24' 58"W 298.54'

FOUND 1/2" IRON ROD BEARS N82° 16' 17"E 1.53' FROM LOT CORNER

FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5310"

EDWARDS 14-601, LLC
INSTRUMENT NUMBER D219275099
O.P.R.T.C.T.

LOT 2, BLOCK 2
WOODLEA ACRES ADDITION
VOLUME 388-A, SLIDE 130, P.R.T.C.T.

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

LEGEND

N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES
D.R.T.C.T.	DEED RECORDS TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS TARRANT COUNTY, TEXAS
IRF	= 5/8" IRON ROD WITH CAP STAMPED "RPLS 4838" FOUND
o	= DIMENSION POINT, NOTHING FOUND OR SET
◄►	= STREET NAME CHANGE

SURVEYOR'S CERTIFICATE:

I, Michael Dan Davis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Dated this the 31st day of July, 2023.

Michael Dan Davis
Registered Professional Land Surveyor
Texas Registration No. 4838
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

STATE OF TEXAS · REGISTERED · MICHAEL DAN DAVIS · 4838 · PROFESSIONAL LAND SURVEYOR

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

BY:_____
Chairman, Planning and Zoning Commission

BY: _____
Attest: Secretary, Planning and Zoning Commission

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

BY:_____
Chairman, Planning and Zoning Commission

BY: _____
Attest: Secretary, Planning and Zoning Commission

State of Texas §
County of Tarrant §

WHEREAS, **Barbara Ann Jones Cecil and Jennifer Davidson, Co-Trustees of the Tony and Barbara Cecil Trust** are the owners of that certain 7.967 acres (347,084 square feet) of land in the Jacob Prickett Survey, Abstract No. 1225, City of Kennedale, Tarrant County, Texas; said 7.967 acres (347,084 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust, created by Trust Agreement dated the 25th day of February, 2000, as amended, as recorded in Instrument Number D214200723, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.) and being all of that certain tract of land described in a General Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust (hereinafter collectively referred to as Cecil tract), as recorded in instrument Number D222084465, O.P.R.T.C.T. and being all of that certain tract of land described as Lot 5-R-1-R, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 5-R-1-R), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, Plat Records, Tarrant County, Texas (P.R.T.C.T.) and being a portion of that certain tract of land described as Lot 4, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 4), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T.; said 7.967 acres (347,084 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northeasterly corner of said Lot 5-R-1-R, same being the Southeasterly corner of that certain tract of land described as Lot 7AR, Block 2, Woodlea Acres (hereinafter referred to as Lot 7AR), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-193, Page 71, P.R.T.C.T., same being the existing Southwesterly right-of-way line of Mansfield Highway, also known as West Kennedale Parkway, previously known as Spur 498 (100' right-of-way), as recorded in Volume 1136, Page 173, Deed Records, Tarrant County, Texas (D.R.T.C.T.);

THENCE South 42 degrees 31 minutes 24 seconds East with the common line between said Lot 5-R-1-R and the existing Southwesterly right-of-way line of said Mansfield Highway, a distance of 325.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northerly corner of that certain tract of land described in a General Warranty Deed to Melvin Thomas McMurray and wife, Joan Faye McMurray (hereinafter referred to as McMurray tract), as recorded in Volume 10631, Page 393, D.R.T.C.T.;

THENCE South 47 degrees 18 minutes 57 seconds West, departing the existing Southwesterly right-of-way line of said Mansfield Highway, with the common line between said Lot 5-R-1-R and said McMurray tract, a distance of 100.00 feet to a fence corner found for corner, same being an inner-ell corner of said Lot 5-R-1-R, same being the Westerly corner of said McMurray tract;

THENCE South 42 degrees 31 minutes 24 seconds East, continue with the common line between said Lot 5-R-1-R and said McMurray tract, a distance of 75.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the Northwesterly line of said Lot 4, same being the Northwesterly line of that certain tract of land described in a Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust (hereinafter referred to as Tony Cecil tract), as recorded in Instrument Number D214200722, O.P.R.T.C.T.;

THENCE South 47 degrees 18 minutes 57 seconds West with the common line between said Lot 5-R-1-R and said Lot 4, a distance of 80.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northwesterly corner of said Tony Cecil tract, same being an inner-ell corner of said Cecil tract;

THENCE South 42 degrees 41 minutes 18 seconds East with the common line between said Cecil tract and said Tony Cecil tract, a distance of 85.00 feet to the Southwesterly corner of said Tony Cecil tract, same being an inner-ell corner of said Cecil tract, from which a one-half inch iron rod found bears South 25 degrees 15 minutes 21 seconds East, a distance of 0.91 feet;

THENCE North 47 degrees 28 minutes 17 seconds East, continue with the common line between said Cecil tract and said Tony Cecil tract, a distance of 180.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southeasterly corner of said tony Cecil tract, same being the existing Southwesterly right-of-way line of said Mansfield Highway;

THENCE South 42 degrees 41 minutes 13 seconds East with the common line between said Cecil tract and the existing Southwesterly right-of-way line of said Mansfield Highway, a distance of 115.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Easterly corner of said Cecil tract, same being the Northerly corner of that certain tract of land described as Lot 3, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 3), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod with plastic cap stamped "GRANT ENG. RPLS 4151" found bears South 79 degrees 00 minutes 50 seconds West, a distance of 0.89 feet;

THENCE South 47 degrees 22 minutes 16 seconds West, departing the existing Southwesterly right-of-way line of said Mansfield Highway, with the common line between said Cecil tract and said Lot 3, a distance of 550.62 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southwesterly corner of said Lot 3, same being the North line of that certain tract of land described as Lot 2, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 2), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod found bears North 82 degrees 16 minutes 17 seconds East, a distance of 1.53 feet;

THENCE South 89 degrees 24 minutes 58 seconds West with the common line between said Cecil tract and said Lot 2, a distance of 298.54 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southwesterly corner of said Lot 4, same being a Southerly corner of that certain tract of land described as Lot 5-R-2, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 5-R-2), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, P.R.T.C.T.;

THENCE North 47 degrees 22 minutes 03 seconds East with the common line between said Lot 4 and said Lot 5-R-2, a distance of 216.29 feet to a one-half inch iron rod with plastic cap found for corner, same being a Southwesterly corner of said Lot 5-R-1-R;

THENCE North 58 degrees 20 minutes 05 seconds West, departing the Northwesterly line of said Lot 4, with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 89.45 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 65 degrees 02 minutes 24 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 105.11 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 23 degrees 56 minutes 01 second East, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 8.65 feet to a one-half inch iron rod found for corner;

THENCE North 65 degrees 02 minute 55 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 14.30 feet to a one-half inch iron rod found for corner, same being the Northwesterly corner of said Lot 5-R-2, same being an angle point in the Easterly line of that certain tract of land described as Lot 27, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 27), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-B, Page 158, P.R.T.C.T.;

THENCE North 47 degrees 18 minutes 57 seconds East with the common line between said Lot 5-R-1-R and said Lot 27, a distance of 18.00 feet to a one-half inch iron rod found for corner;

THENCE North 42 degrees 31 minutes 24 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 27, a distance of 200.00 feet to a five-eighths inch iron rod found for the Westerly corner of said Lot 5-R-1-R, same being the Southerly corner of that certain tract of land described as Lot 7F, Block 2, Woodlea Acres (hereinafter referred to as Lot 7F), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-Q, Page 297, P.R.T.C.T.;

THENCE North 47 degrees 18 minutes 57 seconds East, departing the Northeasterly line of said Lot 27, with the common line between said Lot 5-R-1-R and said Lot 7C thru Lot 7F, pass at a distance of 360.00 feet, the Northeasterly corner of said Lot 7C, same being the Southerly corner of that certain tract of land described as Lot 7BR, Block 2, Woodlea Acres (hereinafter referred to as Lot 7BR), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-193, Page 71, P.R.T.C.T., continue with said course, with the common line between said Lot 5-R-1-R and said Lot 7BR, pass at a distance of 470.00 feet, the Easterly corner of said Lot 7BR, same being the Southerly corner of said Lot 7AR, continue with said course, with the common line between said Lot 5-R-1-R and said Lot 7AR for a total distance of 600.00 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 7.967 acres (347,084 square feet) of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Barbara Ann Jones Cecil and Jennifer Davidson, Co-Trustees of the Tony and Barbara Cecil Trust**, does hereby adopt this plat, designating the herein described property as **KENNEDALE SQUARE**, an addition to the City of Kennedale, Tarrant County, Texas, and it does hereby dedicate to the public's use the streets and easement shown thereon.

WITNESS UNDER MY HAND THIS THE 1st DAY OF August, 2023.

Tony and Barbara Cecil Trust

By: Barbara Ann Jones Cecil
Name: **Barbara Ann Jones Cecil**

By: _____
Name: Jennifer Davidson

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Barbara Ann Jones Cecil**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 1st DAY OF August, 2023.

Jackie Lopez
NOTARY PUBLIC in and for the STATE OF TEXAS

JACKIE LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13164670-8
My Comm. Expires 08-15-2026

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Jennifer Davidson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 1st DAY OF August, 2023.

Jackie Lopez
NOTARY PUBLIC in and for the STATE OF TEXAS

JACKIE LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13164670-8
My Comm. Expires 08-15-2026

REPLAT OF
LOT 5-R-1-R-1, BLOCK 2
WOODLEA ACRES ADDITION

AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS
Being a Replat of Lot 5-R-1-R, Block 2, Woodlea Acres Addition, an addition to the City of Kenndale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, Plat Records, Tarrant County, Texas, and Being a Portion of Lot 4, Block 2, Woodlea Acres Addition, an addition to the City of Kenndale, Tarrant County, Texas, according to the plat recorded in Cabinet 388-A, Page 130, Plat Records, Tarrant County, Texas
and Being 7.967 acres out of the Jacob Prickett Survey, Abstract No. 1225
City of Kennedale, Tarrant County, Texas
1 Commercial Lot
Preparation Date: April 2022
SHEET 1 OF 1

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823
PROJECT NO.: 332-22-001

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
TONY LYNN CECIL AND
BARBARA ANN JONES CECIL, CO-TRUSTEES
TONY AND BARBARA CECIL TRUST
P.O. BOX 25
KENNEDALE, TEXAS 76060
PHONE: 817-478-6071

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5

Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00

City of KENNEDALE, Texas EST. 1887 YOU'RE HERE YOUR HOME

CERTIFICATE OF PLAT ACCEPTANCE

STATE OF TEXAS

COUNTY OF TARRANT

I, Nathan Gonzales, Director of Community Development for the City of Kennedale, do hereby certify that an application for a plat was received a deemed filed by the City of Kennedale ("City") on June 14, 2022, for the following property within the City of Kennedale, Texas:

Replat of
Lot 5-R-1-R-1, Block 2
Woodlea Acres Addition
An Addition to the City of Kennedale
Tarrant County, Texas
Being 7.967 Acres Situated in the
Jacob Prickett Survey, Abstract No. 1225
City of Kennedale, Tarrant County, Texas

No action was taken on the application to approve or disapprove the plat within the time prescribed by Texas law by the municipal authority responsible for approving plats filed with the City, therefore, in accordance with Section 212.009 of the Texas Local Government Code, the plat is considered approved by operation of law.

Signed this 22nd day of December, 2023.

Nathan Gonzales, Director of Community Development
City of Kennedale, TX

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of December, 2023

Notary Public in and for the State of Texas

Bertha Vindel
Name of Notary

BERTHA O. VINDEL
Notary Public, State of Texas
Comm. Expires 02-19-2024
Notary ID 126391144

My Commission Expires:
2-19-2024

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5

Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00006986056
AD NUMBER: 47685 2 5R1R
CERTIFICATE NO : 106366917

DATE : 2/20/2024 PAGE 1 OF 1
FEE : $10.00

COLLECTING AGENCY
WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
TONY AND BARBARA CECIL TRUST

PO BOX 25
KENNEDALE TX 76060

PROPERTY DESCRIPTION
WOODLEA ACRES ADDITION BLOCK 2
LOT 5R1R

0000429 W KENNEDALE PKWY
5.281 ACRES

PROPERTY OWNER
TONY AND BARBARA CECIL TRUST
% TONY & BARBARA CECIL TR
PO BOX 25
KENNEDALE TX 76060

YEAR	TAX UNIT	AMOUNT DUE
2023	CITY OF KENNEDALE	$0.00
2023	Tarrant County	$0.00
2023	JPS HEALTH NETWORK	$0.00
2023	TARRANT COUNTY COLLEGE	$0.00
2023	KENNEDALE ISD	$0.00
	TOTAL	$0.00

ISSUED TO : TONY AND BARBARA CECIL TRUST
ACCOUNT NUMBER: 00006986056
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

Deputy

D224036495
03/04/2024 11:58 AM Page: 1 of 4 Fees: $77.00
PLAT
SUBMITTER: JACQUELINA LOPEZ

MARY LOUISE NICHOLSON
COUNTY CLERK

I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

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Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00004479580
AD NUMBER: 47685 2 4A
CERTIFICATE NO : 106366933

DATE : 2/20/2024
FEE : $10.00

PAGE 1 OF 1

COLLECTING AGENCY
WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
TONY AND BARBARA CECIL TRUST

PO BOX 25
KENNEDALE TX 76060

PROPERTY DESCRIPTION
WOODLEA ACRES ADDITION BLOCK 2
LOT 4A

0000409 W KENNEDALE PKWY
2.7365 ACRES

PROPERTY OWNER
TONY AND BARBARA CECIL TRUST
TONY LYNN, BARBARA ANN JONES
CECIL CO-TR
PO BOX 25
KENNEDALE TX 76060

YEAR	TAX UNIT	AMOUNT DUE
2023	CITY OF KENNEDALE	$0.00
2023	Tarrant County	$0.00
2023	JPS HEALTH NETWORK	$0.00
2023	TARRANT COUNTY COLLEGE	$0.00
2023	KENNEDALE ISD	$0.00
	TOTAL	$0.00

ISSUED TO : TONY AND BARBARA CECIL TRUST
ACCOUNT NUMBER: 00004479580
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

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_____ Deputy

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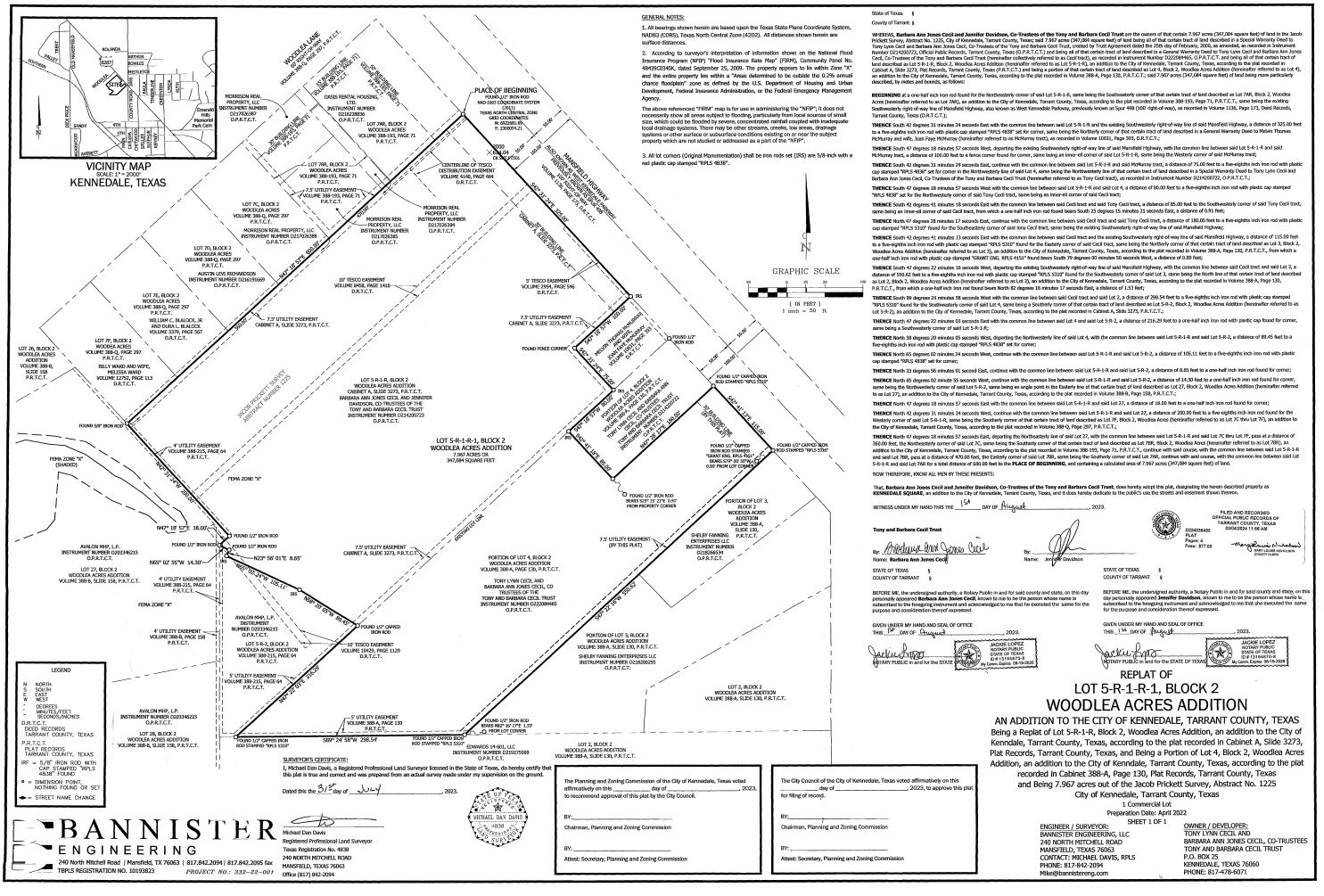
Mary Louise Nicholson
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson
Date: Dec 03, 2025 01:47 PM -06:00



FIRST FENCE USA

WE LISTEN. WE CARE. WE DELIVER

A Presentation Prepared For The City of Kennedale
Presenting the Agenda and Intentions of:

First Fence USA

Date:
December 12th, 2025

Outside Frontage Concept

Trade Counter Concept

Contents

01

Who We Are

- A Rich British History
- What We Do
- Community Engagement

02

Plans & Agenda

- The Texas Fence Market
- Product Proposal
- Employment
- Retail Frontage
- Usage and Zoning
- Community Engagement & Sponsorship

03

Investing in Kennedale

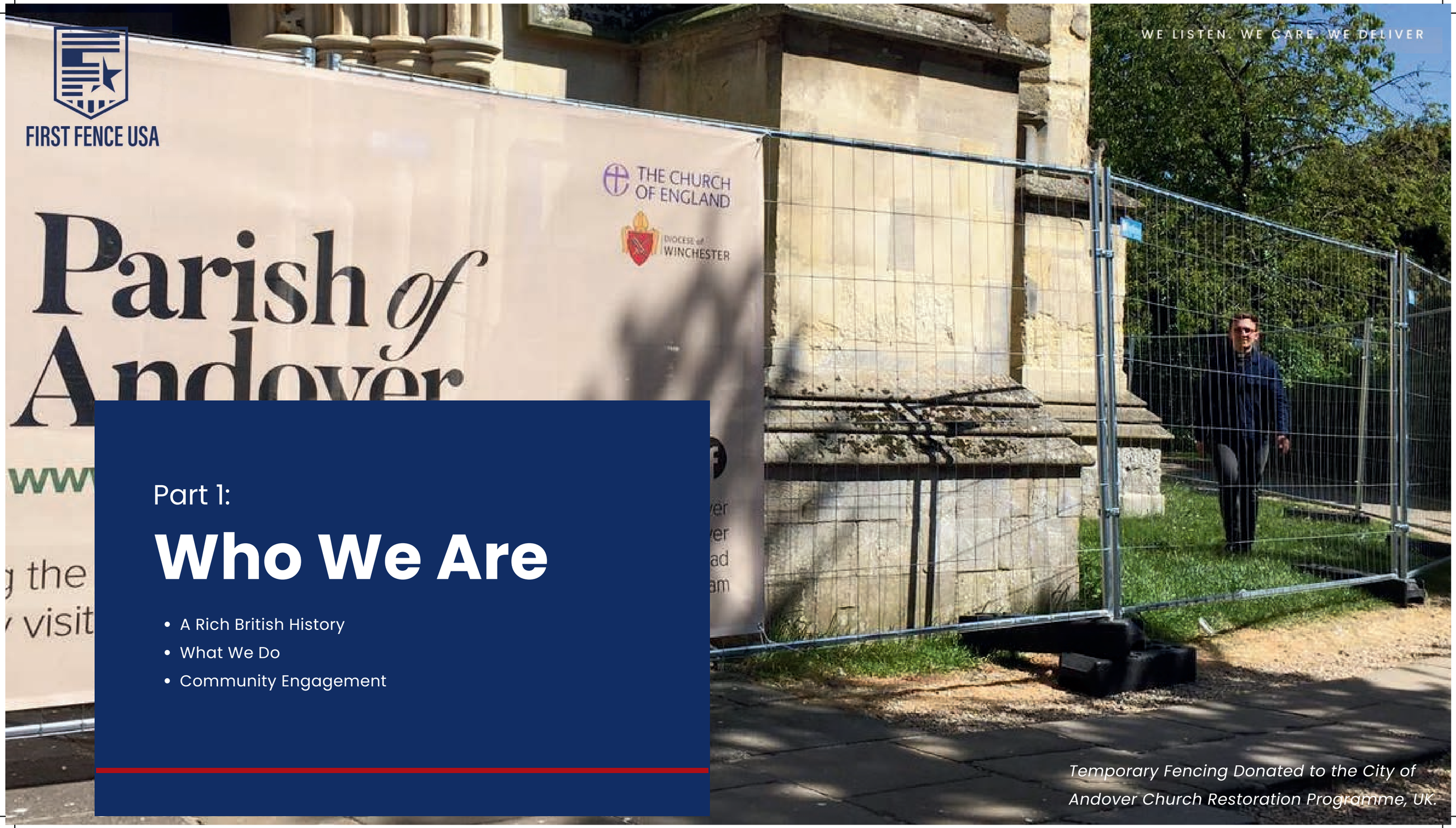
- Revenue Projections (5 Year Forecast)
- Taxation

04

Our Requirements

- Time Scales
- Incentives for Investment
- Access to Employment Opportunities

FIRST FENCE USA



Part 1:

Who We Are

- A Rich British History
- What We Do
- Community Engagement

Temporary Fencing Donated to the City of Andover Church Restoration Programme, UK.

A Rich British History | At A Glance

Four Key Facts

Established

First Fence Ltd was founded in 2010 in Derbyshire, United Kingdom, by brothers Vinny and Dave Kotecha. What began as a small operation run from their front driveway has since grown into the UK's largest provider in its sector, and we still maintain those strong family values today.

Employment

First Fence UK proudly employs 200+ full-time colleagues, spanning roles across sales, operations, depot management, picking, and driving.

Investment

As a family-run business, Dave and Vinny continuously reinvest in leaner production methods and ongoing product expansion to meet evolving fencing needs and preferences.

Key to Success

First Fence employees are the biggest key to our success, their dedication and expertise drive everything we do, strongly followed by our commitment to exceptional customer service, strong stock availability, with exceptional turn around times.

A Rich British History | Scaling the Business

2008

Kotecha Brothers establish First Fence by repairing old damaged temporary fencing panels and selling on eBay from their front driveway.

2010

Officially registered as First Fence Ltd. Set up a proper production ficility on a Farm in Swadlincote, Derbyshire. 15 people and 3 vehicles.

2011

First Ecommerce site created in the fencing industry, quickly transforms the way customers spec and purchase fences and gates in the UK

2015

Same day delivery service launches, quickly gaining industry appreciation and awareness.

2015

Opened Dartford (London) as strategically required a depot closer to central London, along with the opening of our Head Office, Manufacturing Site and Bristol (South West) Depot.

2016

Tipton, Birmingham opens, giving better coverage in the midlands for an expanding range of products.

2016

First Fence wins 'Best Innovation & Tech', 'Best Product & Service' and 'Best Medium Business' awards for West Midlands, UK.

2019

Glasgow (Scotland) depot opens, allowing for great reach into Northern England and remote parts of Scotland.

2020

Timed deliveries launched, allowing customers to choose specific delivery slots at a convenient time for their requirements and site.

2021

Nottingham (Midlands) opens, allow for easy access of the main M1 Motorway up and down the UK. Large trade counter established.

2022

National Distribution Centre (NDC) opens, providing overnight deliveries to depots, allowing all depots to accept Next Day Delivery promises to its customers.

Bristol Depot

Tipton Depot

Nottingham Depot

Canvey Depot

Glasgow Depot

National Distribution Centre

What We Do | Why Customers Choose First Fence

01 | Retail Focus

"At its core, the company has earned customer trust by keeping essential products reliably in stock and ready for quick collection."

02 | Service

"Whether you're tackling your first fencing project or you're a long-time professional, our team is here to help—offering clear advice, expert support, and smooth delivery logistics every step of the way."

03 | Deliveries

"With a fleet of over 50 vehicles, First Fence is known for fast, reliable site delivery—scheduled at a time that suits you."

First Fence | Canvey Island, London

What We Do | Community Engagement

First Fence Ltd invests time and money each year into enriching the lives of communities connected to our colleagues and local cities, becoming a trusted partner for numerous charitable organizations. A few examples below.

Leicester Children's Hospital Christmas Toy Drive

Local Cancer Fundraisers and Support Groups Near Each Depot

Homelessness Fundraisers to Support Those in Need Near Depots

Sports Sponsorships for over 15+ Local Sports Clubs Annually

"When we make a promise, we keep it. Since 2010, we've supported the communities around our depots, not because we have to, but because it's the right thing to do. From sports kits and community event support to fundraising for mental-health and wellness charities, our aim is always to make a real difference. We believe our success should strengthen the places we call home and the people we live and work alongside every day."

Vinny Kotecha | First Fence USA

Part 2:

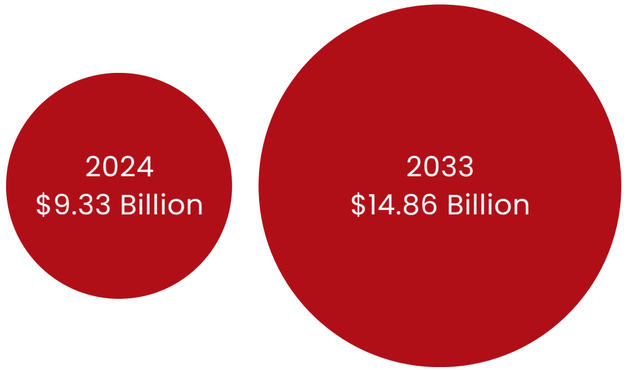
Plans & Agenda

- The Texas Fence Market
- Product Proposal
- Employment
- Retail Frontage
- Community Engagement & Sponsorship
- Usage and Zoning

Plans & Agenda | The Texas Fence Market

01 | Market Size

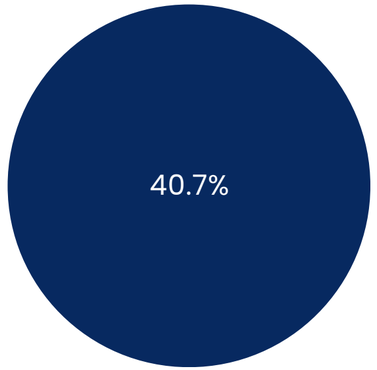
U.S. Fencing Market size was estimated at $9.33 billion in 2024 and is expected to reach $14.86 billion by 2033.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

02 | The South

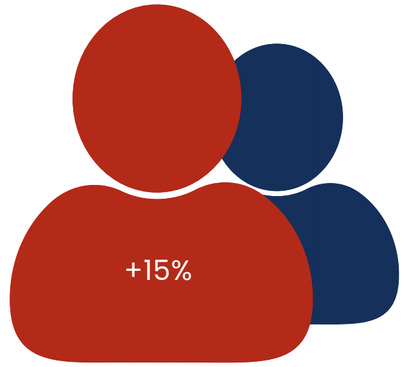
In 2024, the South accounted for 40.7% of residential and commercial fencing sales, with Texas spearheading the construction surge across the region.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

03 | DFW Demand

Texas has 2,270 registered fence erectors, including 710 in DFW, where labor costs are about 15% above the national average due to higher fencing demand.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

Plans & Agenda | Product Proposal

Galvanised Fencing

Ornamental style galvanised railing fencing and gates, in over eight styles in stock and ten sizes of each gate type.

20%

Timber Fencing

A range of Cedar and Pine timber picket and rails, fully stocked and compliant to the strictest of HOA requirements.

20%

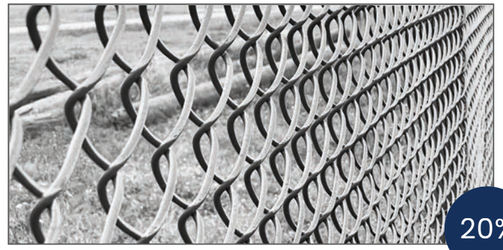
Vinyl PVC Fencing

Vinyl PVC plastic fencing in ten different styles, with hardware and gates to suit. Focused mainly for residential and ranch.

10%

Chain Link Fencing

Galvanized chain link fencing and gates for residential and commercial use. All sizes in stock.



20%

Aluminium Fencing

Ornamental aluminum fencing and gates, tailored for e-commerce sales, especially on the East Coast.

5%

Temporary Fencing

A range of welded and chain link mesh temporary fence panels along with pedestrian barriers for sales and rental.

5%

Agricultural Wire

Large selection of galvanised agricultural netting and fencing rolls designed for livestock containment.

5%

Mesh Fencing

Ornamental style galvanised railing fencing and gates, in over eight styles in stock and ten sizes of each gate type.

5%

Hardware, automation, fixings and accessories = 10%

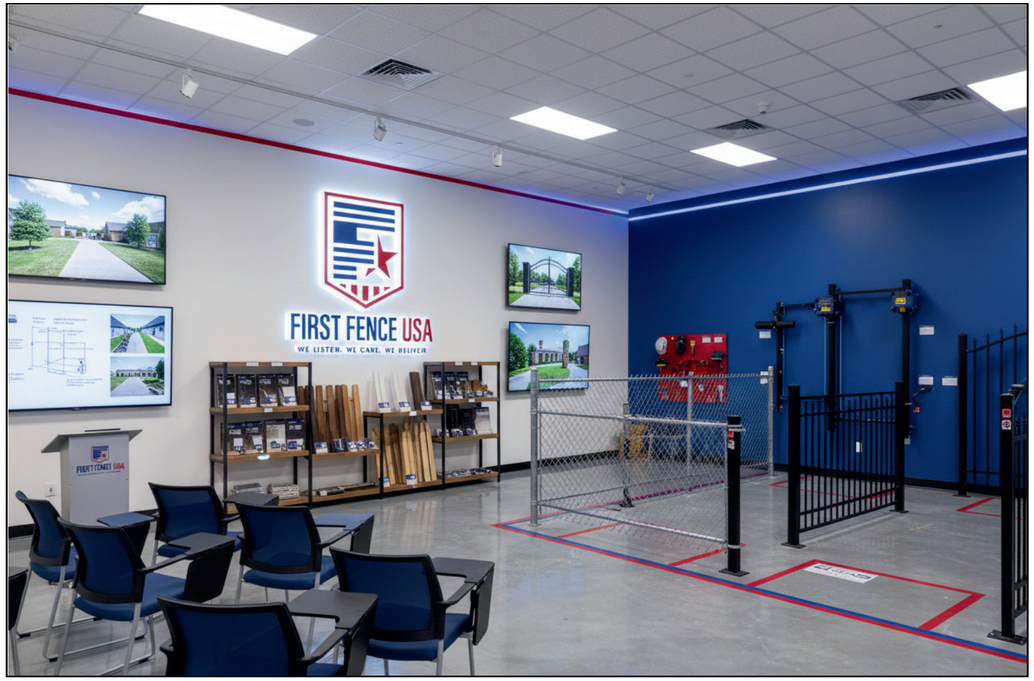
Plans & Agenda | Employment

Employment strategy with a twist...

The Fencing Problem...

Existing Talent Poole
The First Fence USA recruitment strategy will focus on sourcing talent from within the existing industry, specifically targeting a select number of managerial roles. By leveraging experienced professionals, the company aims to ensure leadership positions are filled with individuals who already understand industry dynamics and operational excellence.

New Talent Poole | Training Academy
In addition, First Fence USA plans to establish a dedicated training academy to upskill individuals from hospitality and service-oriented industries. This approach will provide the company with a competitive advantage in customer friendliness while developing fencing expertise. The academy will offer a continuous training program designed to transform local talent into skilled fencing professionals, simultaneously enhancing the capabilities of the local workforce and strengthening the company's long-term growth prospects.



Plans & Agenda | Employment

Five Year Employment Plan for Kennedale, TX Site

On Site Employment

2026 FY		2027 FY		2028 FY		2029 FY		2030 FY	
Depot Manager	(1)	Depot Manager	(1)	Depot Manager	(1)	Depot Manager	(1)	Depot Manager	(1)
Assistant Manager	(1)	Assistant Manager	(1)	Assistant Manager	(2)	Assistant Manager	(2)	Assistant Manager	(2)
Trade Counter Assistants	(3)	Trade Counter Assistants	(6)	Trade Counter Assistants	(5)	Trade Counter Assistants	(7)	Trade Counter Assistants	(8)
Yard Personals	(4)	Yard Personals	(4)	Yard Personals	(6)	Yard Personals	(8)	Yard Personals	(10)
Field Sales Representatives	(2)	Field Sales Representatives	(4)	Field Sales Representatives	(6)	Field Sales Representatives	(6)	Field Sales Representatives	(6)
Transport Coordinator	(1)	Transport Coordinator	(1)	Transport Coordinator	(2)	Transport Coordinator	(2)	Transport Coordinator	(2)
Full Time Drivers	(4)	Full Time Drivers	(7)	Full Time Drivers	(8)	Full Time Drivers	(12)	Full Time Drivers	(14)
Total	**(15)**	Production Manager	(1)	Production Manager	(1)	Production Manager	(2)	Production Manager	(2)
		Fabricator	(2)	Fabricator	(3)	Fabricator	(5)	Fabricator	(10)
		Total	**(27)**	**Total**	**(35)**	**Total**	**(45)**	**Total**	**(55)**

Off Site Employment

USA President	(1)	USA President	(1)	USA President	(1)	USA President	(1)	USA President	(1)
USA Operations Vice President	(1)	USA Operations Vice President	(1)	USA Operations Vice President	(1)	USA Operations Vice President	(1)	USA Operations Vice President	(1)
Marketing Manager	(1)	Marketing Manager	(1)	Marketing Manager	(1)	Marketing Manager	(1)	Marketing Manager	(1)
HR Manager	(1)	HR Manager	(1)	HR Manager	(1)	HR Manager	(1)	HR Manager	(1)
USA Product Researcher	(1)	USA Product Researcher	(1)	USA Product Researcher	(1)	USA Product Researcher	(1)	USA Product Researcher	(1)
USA Ecommerce Administrator	(1)	USA Ecommerce Administrator	(3)	USA Ecommerce Administrator	(3)	USA Ecommerce Administrator	(3)	USA Ecommerce Administrator	(3)
USA Drawing Engineer	(1)	USA Drawing Engineer	(1)	USA Drawing Engineer	(1)	USA Drawing Engineer	(1)	USA Drawing Engineer	(1)
Total	**(7)**	**Total**	**(9)**	**Total**	**(9)**	**Total**	**(9)**	**Total**	**(9)**

Plans & Agenda | Retail Frontage

Existing

Proposed

Scope:

"First Fence USA is set to launch the region's most dynamic, immersive, and buzz-worthy fencing showroom, a hands-on experience designed to captivate and inspire. Homeowners from Kennedale, Forest Hill, Everman, Rendon, Dalworthington Gardens, and Mansfield will be drawn in to explore bold ideas for transforming the look and feel of their properties. This flagship location will become the go-to destination and a must-see attraction for anyone passionate about exceptional fencing and gate design." *Vinny Kotecha | First Fence USA*

Proposed Internal Concept Layout for Customer Experience Showroom

Plans & Agenda | Usage & Zoning

Ref	Zone Name	Activities & Operations
1	**Trade Customer Entrance** N/A	Vehicle entry and exit operations for all vehicle sizes
2	**Customer Retail Parking / Fire Lane** Approximately 5,940 sf	Vehicle parking available for customers during opening hours.
3	**Trade Customer Exit (onto 287)** N/A	Vehicle exit operations by all vehicle types.
4	**Customer Retail Parking / Fire Lane** Approximately 660 sf	Vehicle parking available for customers during opening hours.
5	**Retail Customer Parking Lot (Entry & Exit onto 287)** Approximately 3,500 sf	Vehicle parking available for customers during opening hours.
6	**Colleague & Staff Parking Lot** Approximately 4,100 sf	Colleague parking outside and during working hours.
7	**Customer Indoor Experience Centre (Retail Showroom)** Approximately 2,900 sf	Indoor retail environment open between 7am and 6pm including weekends for customer viewing.
8	**Trade Customer Pull-Thru Loading Bays** Approximately 3,600 sf	Customer loading during opening hours of 6am to 6pm.
9	**Despatch Picking Area for Trade Customers** Approximately 7,200 sf	Customer loading during opening hours of 6am to 6pm.
10	**Inventory Offload & Checking Area** Approximately 23,700 sf	Inventory goods in deliveries to be received between the hours of 7am to 6pm Monday to Friday.
11	**Trade Customer Refreshment Zone** Approximately 1,600 sf	Open to customers during working hours.
12	**Hardware & Fittings Warehouse** Approximately 6,540 sf	Open 6am to 6pm to colleagues.
13	**Colleague & Staff Welfare Canteen & Break Room** Approximately 850 sf	Open 6am to 6pm to colleagues.
14	**Small Scale Fabrication & Machine Shop** Approximately 8,300 sf **Fabrication Bulk Material Storage** Approximately 4,900 sf	Production to include tube cutting, jig setting and light scale welding. No on site galvanising or fume generating activities aside from welding. To be operated between 8am and 6pm, Monday to Friday.
15		
16	**First Fence USA Delivery Truck Loading Zone** Approximately 2,400 sf	Truck loading zone, vehicles to be loaded 6am to 6pm to suit the needs and flexibility of customer orders.
17	**Indoor Dry Product Storage** Approximately 15,800 sf	Internal forklift activities, accessible 6am to 6pm for stock picking requirements to fulfil deliveries.
18	**Inventory Storage Yard** Approximately 88,500 sf	Forklift activities between 6am and 6pm.
19	**Zone to Remain Untouched** Approximately 50,500 sf	Zone to Remain Untouched.

Plans & Agenda | Community & Engagement in Kennedale

"When we make a promise, we keep it... not because we have to, but because it's the right thing to do."

Vinny Kotecha / First Fence USA

01 | Sports Sponsorship

First Fence USA pledges to assist two minor league sports clubs with top tier sponsorship including funded sports equipment, upkeep where needed with perimeter security and voluntary days to assist during big games.

02 | Helping Those In Need

First Fence USA will commit financially and with time to families in need including families close to the poverty line and in need of food and clothing assistance.

03 | City Events

First Fence USA will be on hand to provide and install temporary fencing and barriers for any major city events including carnivals, parades and public holiday displays.

Part 3:

Investing in Kennedale

- Revenue Projections (5 Year Forecast)
- Taxation

Investing in Kennedale | Revenue Projections

First Fence USA Revenue Projections over a five year period

Financial Period	Mar26-Feb27	Mar27-Feb28	Mar28-Feb29	Mar29-Feb30	Mar30-Feb31	TOTALS
Revenue	**FY27**	**FY28**	**FY29**	**FY30**	**FY31**	**FY27-31**
Revenue - Products	8,339,025	16,678,050	25,017,076	33,773,052	45,593,620	129,400,823
TOTAL REVENUE	**8,339,025**	**16,678,050**	**25,017,076**	**33,773,052**	**45,593,620**	**129,400,823**

Investing in Kennedale | Local Tax Contributions

First Fence USA Local Tax Contributions

Local Tax Rate	2%	2%	2%	2%	2%	Total
Local Tax Payable	**166,781**	**333,561**	**500,342**	**675,461**	**911,872**	**2,588,016**
State Tax Rate	6.25%	6.25%	6.25%	6.25%	6.25%	Total
State Tax Payable	**521,189**	**1,042,378**	**1,563,567**	**2,110,816**	**2,849,601**	**8,087,551**
Total Tax Rate	8.25%	8.25%	8.25%	8.25%	8.25%	Total
Total Tax Payable	**687,970**	**1,375,939**	**2,063,909**	**2,786,277**	**3,761,474**	**10,675,568**

In addition to the above, we will be utilising other local facilities - not limited to:

- Transportation - Deliveries of products to customers via Trucks and Vans using local businesses
- IT - Whilst we will be operating many of the existing systems from the UK, we will engage with local IT services to assist with on the ground services
- Legal & HR - again, whilst we have UK expertise, we will need local experts in both of these areas
- Maintenance & Landscaping - engagement of local services to help maintain the premises, yard and surrounding landscape

Part 4:

Our Requirements

- Time Scales
- Incentives for Investment
- Access to Employment Opportunities

Our Requirements | Time Scales

In order to achieve our financial targets and ability to meet city requirements for employment, First Fence USA will need to ensure the following timescales are met, with the support of Kennedale City:

Phase One: January 2026 to March 2026

Obtained permission to lease and operate a retail and distribution business with the basis of allowing customer collections and trade counter sales of small and large products. Must be allowed full permission to load vehicles with the ability to use large plant. All zoning rights to be in place ready for depot launch.

31st March, 2026 Depot Launch Day

Phase Two: March 2026 to January 2027

Permission to produce small and medium size fabricated articles inside the end shed, in order to produce bespoke and custom gates for customer specific orders, allowing for matching styles of fencing and gates to blend into local environment.

Our Requirements | How Can You Help?

First Fence USA plans to invest over $15m in the first year into the 429 W Kennedale depot. In return, First Fence USA would like the opportunity to explore how Kennedale City can help with the following key areas:

Incentives for Investment?

What is available to First Fence USA?
How quickly can incentives be unlocked?
What is the criteria?

Access to Employment Opportunities?

We plan to establish a dedicated training school focused on developing both manual and automation skills in access control, gate installation, and fence installation. This academy will upskill the local workforce, including customer contractors. First Fence USA is seeking support for this initiative to ensure accessible training opportunities for the entire Kennedale fencing community, and for those who aspire to become part of it.

FIRST FENCE USA

WE LISTEN. WE CARE. WE DELIVER

Thank You

Thank you for your time, we welcome any questions and look forward to the prospect of moving forward with Kennedale City

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.C.5.

SUBJECT
Fort Worth Contract regarding Dick Price Road renovations

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	ILA- Dick Price Road DRAFT	ILA- Dick Price Road DRAFT.docx
2.	Salt Rd_ DIck Price	Salt Rd_ DIck Price.pdf

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEDALE AND THE CITY OF FORT WORTH

Roadway Use and Improvements on Dick Price Road

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This Interlocal Agreement ("Agreement") is entered into by and between the City of Kennedale, a Texas home rule municipality, acting by and through its City Manager ("Kennedale"), and the City of Fort Worth, a Texas home rule municipality, acting by and through its duly authorized Assistant City Manager ("Fort Worth"). Kennedale and Fort Worth are also known collectively as the "Parties".

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes municipalities to enter into interlocal agreements for the providing of governmental functions and services; and

WHEREAS, each governing body, in performing governmental functions or in funding the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties, that the undertaking will benefit the public and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, Fort Worth desires to perform roadway improvements to Salt Road ("Project") which is located within the territorial limits of Fort Worth; and

WHEREAS, Salt Road serves the Southeast Landfill for ingress and egress and cannot be improved without re-routing the egress traffic pattern to use Dick Price Road; and

WHEREAS, Article IV of Kennedale City Code imposes a permit requirement and fee up to $600 per year on certain oversize and overweight vehicles driving on Dick Price Road; and

WHEREAS, Kennedale has agreed to waive the fee during the reconstruction of Salt Road such that truck traffic may use Dick Price Road as the exit route from the landfill provided that Fort Worth perform certain tasks and make certain improvements to Dick Price Road; and

WHEREAS, Fort Worth make improvements to the Southeast Landfill's driveway and its intersection with Dick Price Road, maintain and ultimately ~~repave~~ reconstruct Dick Price Road from the transition point between asphalt and concrete south to ~~Shady Lane~~ Averett Road, and

remove trash and debris from Dick Price Road from the landfill's temporary main exit to approximately the railroad crossing.

NOW THEREFORE, Kennedale and Fort Worth agree as follows:

II. TERMS AND CONDITIONS

A. Project. Fort Worth and Kennedale agree to perform their respective obligations, as described in the recitals hereto, which are incorporated herein, and as stated in more detail hereinbelow, as indicated on **Exhibit A**.

B. Maintenance of Dick Price Road. The Parties acknowledge and agree that Fort Worth will be responsible for maintenance of Dick Price Road from Shady Lane to the transition point between the asphalt and concrete during the reconstruction of Salt Road. Trash and debris shall be collected on a regular schedule by Fort Worth from the Southeast Landfill's eastern gate to the railroad crossing on Dick Price Road.

C. ~~Repaving~~ Reconstruction of Dick Price Road. Fort Worth will procure construction services and pay for the reconstruction ~~paving~~ of Dick Price Road after reconstruction of Salt Road is complete. The full depth reclamation of Dick Price Road, within the limit of the change of pavement to Averett Road, will consist of at least six (6") inches of hot-mix asphalt cement (4" of Type B and 2" of Type D). The estimated cost for this work is $600,000. **Exhibit A** details the repaving project.

D. Driveway Improvements. Fort Worth shall install a concrete driveway apron at the east exit of the Southeast as detailed on **Exhibit A**.

E. Waiver of Fees. Kennedale hereby suspends its permit requirement and waives fees and bonding requirements recited in Section 22-70 and specifically for those certain vehicles driving on Dick Price Road as described in Section 22-86 of Kennedale City Code.

F. Current Revenue. No debt is created by this Agreement. Kennedale and Fort Worth each hereby warrant that all payments, contributions, fees and disbursements, if any, required under this Agreement shall be made from then-current revenues.

G. No Waiver of Immunity or Defenses. Nothing in the performance of this Agreement shall impose any liability for claims against either Fort Worth or Kennedale, other than claims for which the Texas Tort Claims Act may impose liability. Nothing contained herein shall be deemed to waive any immunity or defense or constitute a waiver of governmental immunity by Fort Worth or Kennedale.

H. No Third-Party Beneficiaries. It is understood by the Parties that this Agreement is entered into for the mutual convenience and purposes of Kennedale and Fort Worth and it is the Parties intent that no other person shall be construed as a beneficiary of this Agreement. Further, the Parties do not intend for any third party to obtain any right by virtue of this Agreement.

I. No Creation of Rights. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those stated in the Agreement. Further, this Agreement shall not create any rights in any party not a signatory to the Agreement.

J. Force Majeure. If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

K. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

L. Amendment. This Agreement may only be amended, altered, or revoked by written instrument duly authorized and signed by the parties to such amendment.

M. Notice. Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified, or (iii) sending by electronic means, with a copy thereof sent by registered mail on the same day. If notice is deposited in the mail pursuant to (ii) or (iii) of this Article, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City of Fort Worth
Transportation and Public Works Department
Attn: Mary Hanna, PE
Sr. Capital Projects Officer
100 Fort Worth Trail
Fort Worth, Texas 76102

With copy to:
Douglas W. Black,
Sr. Assistant City Attorney
100 Fort Worth Trail
Fort Worth, Texas 76102

City of Kennedale
Attn:

With copy to:

City Attorney

The parties may from time to time change their respective addresses, and each shall have the right to specify as its address any other address upon at least ten days written notice to the other party.

N. Entire Agreement. This Agreement, including any exhibits attached and made a part hereof, is the entire Agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

O. Effective Date and Term. This Agreement shall become effective immediately upon its execution by both parties and shall be for a term of one year or until completion of the Project, whichever occurs last.

P. Non-Discrimination. Neither Fort Worth nor Kennedale, nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

Fort Worth and Kennedale agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, religion, color, sexual orientation, or national origin, nor will either party permit its respective agents, employees, subcontractors or program participants to engage in such discrimination.

ACCORDINGLY, Fort Worth and Kennedale have each caused this instrument to be executed on each city's respective behalf by its duly authorized representative.

EXECUTED and EFFECTIVE as of the date last written by the signatory who's signing makes this document fully executed, below.

CITY OF KENNEDALE

By:_____

City Manager
Date: _____

ATTEST:

_____

City Secretary

Approved as to Form and Legality:

_____

City Attorney

CITY OF FORT WORTH

By:_____
Jesica McEachern
Assistant City Manager

Date: _____

ATTEST:

_____
Jannette S. Goodall
City Secretary

M&C No. _____
Date _____

RECOMMENDED FOR APPROVAL:

By:_____
Lauren Prieur, Director
Transportation and Public Works Department

Approved as to Form and Legality:

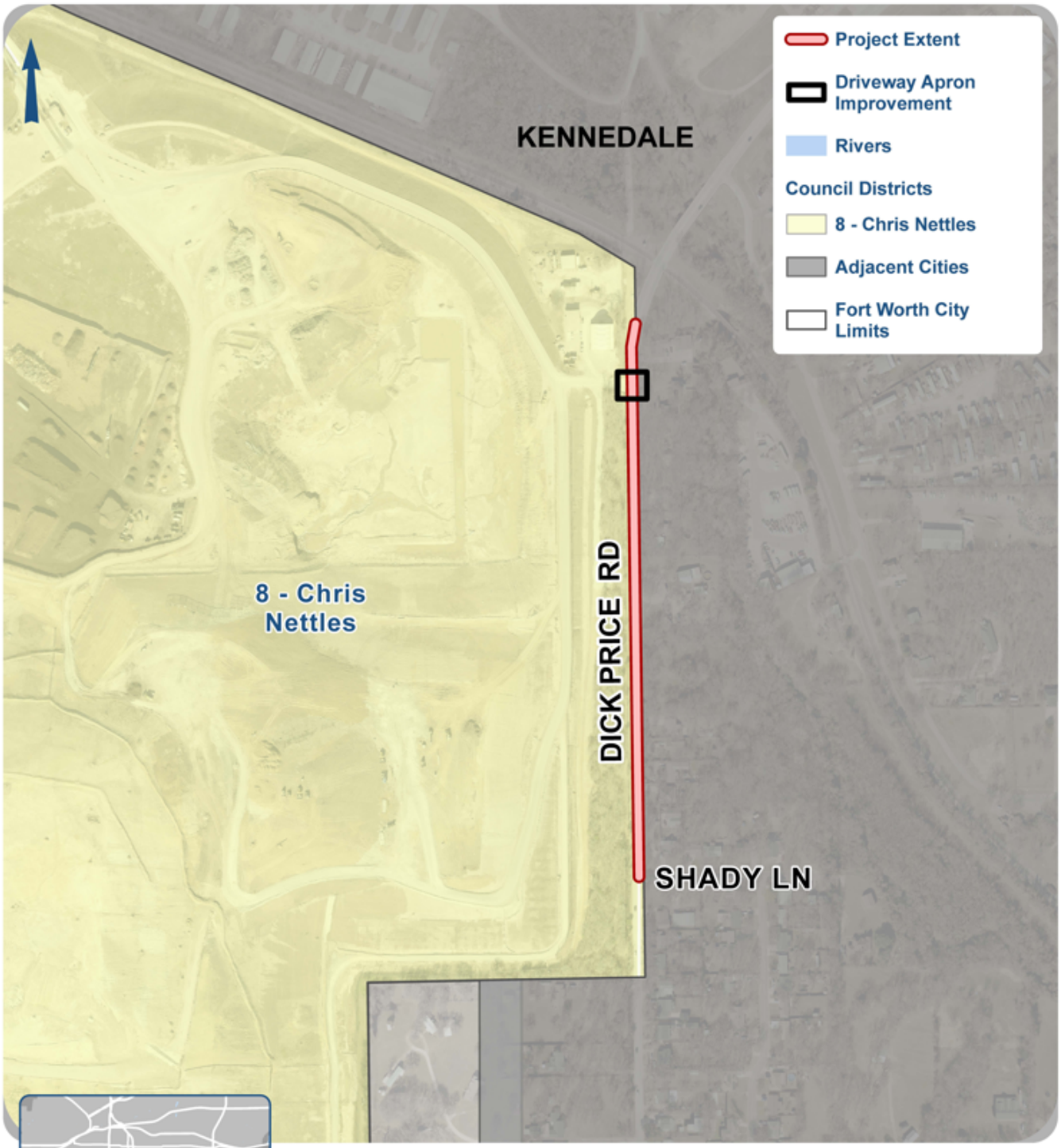
_____
Douglas W. Black
Sr. Assistant City Attorney

CONTRACT COMPLIANCE MANAGER:
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

_____
Mary Hanna, PE
Sr. Capital Projects Officer

Exhibit A | Dick Price Road | Interlocal Agreement between City of Kennedale and City of Fort Worth

CD #8



Map generated December 2025 | TPW Business Support Services

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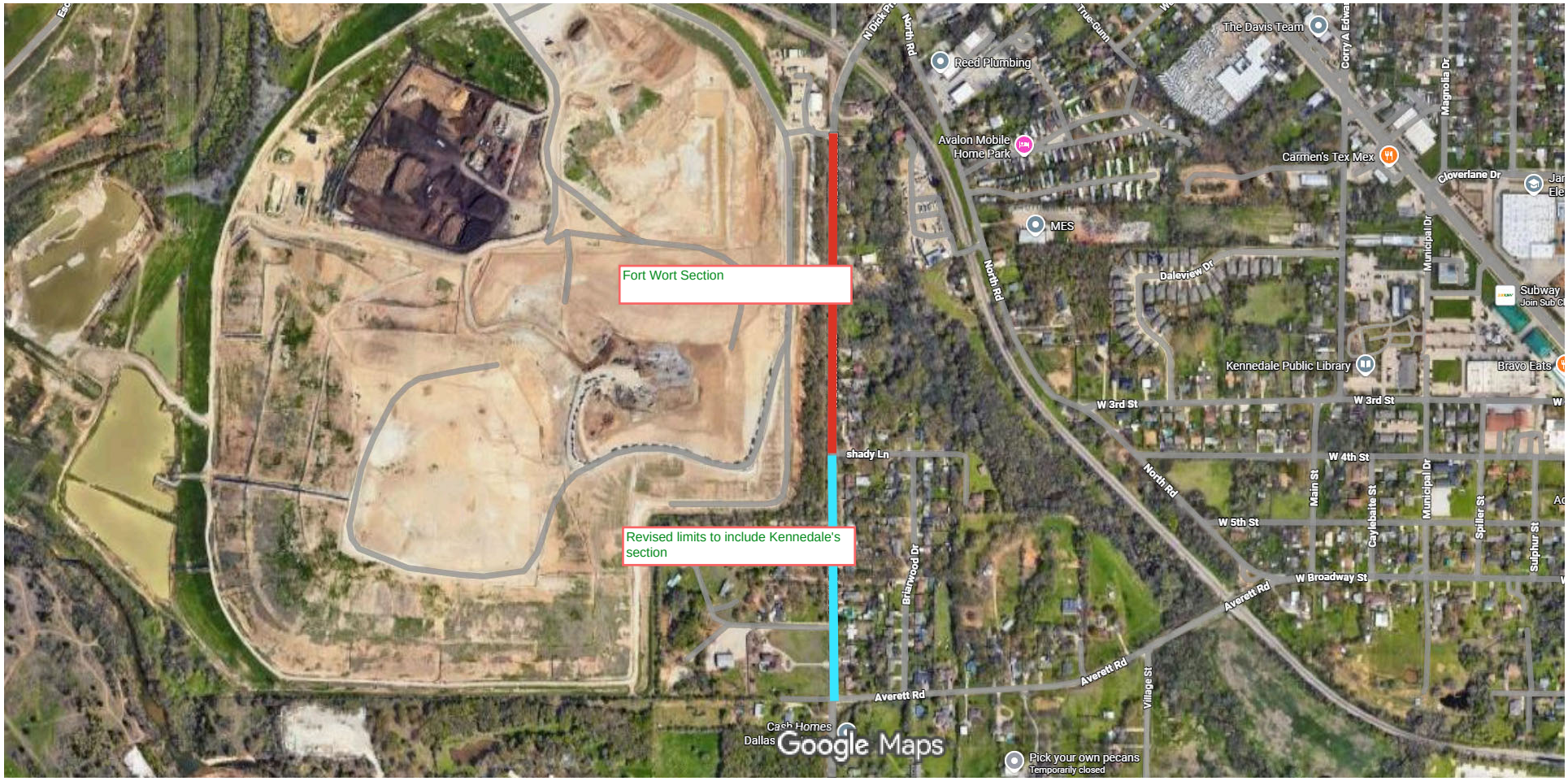
Google Maps



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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.A.

SUBJECT
Chapter 551.Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property;

ORIGINATED BY

SUMMARY
Proposed Land Purchase

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 20, 2026

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.B.

SUBJECT
Chapter 551, Section 551.071 consultation with counsel on legal matters;

ORIGINATED BY

SUMMARY
YMCA Contract Update

RECOMMENDATION

ATTACHMENTS