



KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AGENDA

REGULAR MEETING | JANUARY 27, 2026 AT 6:00 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

II. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale Economic Development Corporation Board of Directors, 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. Market Analyst
2. Strategic Plan
3. Finance Report for the Economic Development Corporation

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. November 25, 2025 EDC Minutes

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

1. EDC Funding Grant for property located at 1083 N Bowman Springs Road

III. 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. PURSUANT TO §551.071 — Consultation with the City Attorney pertaining to legal matters.**

Description: CP2- Contract Negotiations

- B. Pursuant to 551.072 Deliberation regarding the purchase, exchange, lease or value of real property.**

Description: Potential Land Purchase

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

V. ADJOURNMENT



Barbara Dahl,
CITY SECRETARY

CERTIFICATION: I DO HEREBY CERTIFY THAT THE JANUARY 27, 2026 KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS 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.

MEETING DATE: JANUARY 27, 2026

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

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JANUARY 27, 2026

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

SUBJECT

Market Analyst

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JANUARY 27, 2026

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

SUBJECT

Strategic Plan

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JANUARY 27, 2026

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

SUBJECT

Finance Report for the Economic Development Corporation

ORIGINATED BY

SUMMARY

RECOMMENDATION

No Action Required

ATTACHMENTS

1.	03 December EDC	03 December EDC.pdf
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**KENNEDALE
ECONOMIC DEVELOPMENT CORPORATION
MONTHLY FINANCIAL REPORT
Month Ended December 2025
EXECUTIVE OVERVIEW**

TO Members of the Economic Development Corporation
Darrell Hull, Executive Director

FROM Jon Horton, Treasurer

DATE January 27, 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.

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 \$57,526; 24% of budget
- ◇ EDC Operations expenditures year-to-date \$397,318; 33% of budget
- ◇ EDC Town Shopping Center expenditures year-to-date \$101,740; 9.9% of budget
- ◇ Fund Balance year-to-date is \$2,016,185; 329 days of total budgeted expenditures and transfers out.



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 15 - EDC4B FUND							
Revenue							
Department: 00 - REVENUE							
15-4081-00-00	SALES TAX	1,045,223.00	1,045,223.00	76,935.92	77,410.18	-967,812.82	7.41 %
15-4104-00-00	CHRISTMAS EVENT DONATIONS	5,000.00	5,000.00	0.00	24,000.00	19,000.00	480.00 %
15-4401-00-00	INVESTMENT INCOME	120,000.00	120,000.00	11,803.97	20,365.47	-99,634.53	16.97 %
15-4409-00-00	MISCELLANEOUS INCOME	10,000.00	10,000.00	350.00	1,400.00	-8,600.00	14.00 %
15-4805-00-23	RENTAL FEES-SHOPPING CTR	240,000.00	240,000.00	19,117.91	57,525.81	-182,474.19	23.97 %
15-4808-00-00	Rental Fees - Land	18,000.00	18,000.00	3,000.00	9,000.00	-9,000.00	50.00 %
	Department: 00 - REVENUE Total:	1,438,223.00	1,438,223.00	111,207.80	189,701.46	-1,248,521.54	13.19%
	Revenue Total:	1,438,223.00	1,438,223.00	111,207.80	189,701.46	-1,248,521.54	13.19%
Expense							
Department: 06 - ADMINISTRATION							
15-5280-06-01	MINOR EQUIP/SMALL TOOLS<\$5K	0.00	0.00	10.91	10.91	-10.91	0.00 %
15-5403-06-01	BUILDING MAINTENANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
15-5501-06-01	ADVERTISING	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
15-5510-06-01	ASSOC DUES/PUBLICATIONS	1,500.00	1,500.00	0.00	2,500.00	-1,000.00	166.67 %
15-5565-06-01	LEGAL SERVICES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
15-5570-06-01	SPECIAL SERVICES	125,000.00	125,000.00	7,717.50	17,222.50	107,777.50	13.78 %
15-5571-06-01	SPECIAL EVENTS	53,000.00	53,000.00	15,302.45	50,487.59	2,512.41	95.26 %
15-5578-06-01	TRAVEL	2,500.00	2,500.00	404.93	404.93	2,095.07	16.20 %
15-5595-06-01	ADMIN CHARGE-GENERAL FUND	454,738.00	454,738.00	45,602.58	136,807.74	317,930.26	30.08 %
15-5615-06-01	FUNCTIONAL GRANT	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
15-5628-06-06	2007 \$1.2M TAX BOND-INTEREST	14,248.00	14,248.00	0.00	7,123.75	7,124.25	50.00 %
15-5629-06-06	2007 \$1.2M TAX BOND-PRINCIPAL	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
15-5645-06-06	2011 \$1.7M TX LEVERAGE-INT	2,421.00	2,421.00	0.00	668.64	1,752.36	27.62 %
15-5646-06-06	2011 \$1.7M TX LEVERAGE-PRI	58,925.00	58,925.00	0.00	58,970.03	-45.03	100.08 %
15-5702-06-01	TRANSFER OUT-DEBT SERVICE FUND	136,432.00	136,432.00	0.00	0.00	136,432.00	0.00 %
15-5717-06-01	TRANSFER OUT-STREETS FUND	92,493.00	92,493.00	0.00	3,120.00	89,373.00	3.37 %
15-5800-06-01	LAND	0.00	0.00	0.00	120,002.20	-120,002.20	0.00 %
	Department: 06 - ADMINISTRATION Total:	1,210,257.00	1,210,257.00	69,038.37	397,318.29	812,938.71	32.83%
Department: 53 - TOWN SHOPPING CENTER							
15-5403-53-23	BUILDING MAINTENANCE	758,405.00	758,405.00	1,223.89	9,431.82	748,973.18	1.24 %
15-5530-53-23	ELECTRIC SERVICES	0.00	0.00	579.07	1,545.37	-1,545.37	0.00 %
15-5545-53-23	INSURANCE-PROPERTY	15,360.00	15,360.00	0.00	21,299.32	-5,939.32	138.67 %
15-5570-53-23	SPECIAL SERVICES	182,000.00	182,000.00	776.72	2,313.04	179,686.96	1.27 %
15-5870-53-23	OTHER EQUIPMENT	70,000.00	70,000.00	0.00	67,150.00	2,850.00	95.93 %
	Department: 53 - TOWN SHOPPING CENTER Total:	1,025,765.00	1,025,765.00	2,579.68	101,739.55	924,025.45	9.92%
	Expense Total:	2,236,022.00	2,236,022.00	71,618.05	499,057.84	1,736,964.16	22.32%
	Fund: 15 - EDC4B FUND Surplus (Deficit):	-797,799.00	-797,799.00	39,589.75	-309,356.38	488,442.62	38.78%
Fund: 95 - EDC4B BOND RESERVE FUND							
Revenue							
Department: 00 - REVENUE							
95-4401-00-00	INVESTMENT INCOME	6,500.00	6,500.00	737.52	1,250.62	-5,249.38	19.24 %
	Department: 00 - REVENUE Total:	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):	-791,299.00	-791,299.00	40,327.27	-308,105.76	483,193.24	38.94%

Group Summary

Department;Progra...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 15 - EDC4B FUND						
Revenue						
00 - REVENUE	1,438,223.00	1,438,223.00	111,207.80	189,701.46	-1,248,521.54	13.19%
Revenue Total:	1,438,223.00	1,438,223.00	111,207.80	189,701.46	-1,248,521.54	13.19%
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	2,579.68	101,739.55	924,025.45	9.92%
Expense Total:	2,236,022.00	2,236,022.00	71,618.05	499,057.84	1,736,964.16	22.32%
Fund: 15 - EDC4B FUND Surplus (Deficit):	-797,799.00	-797,799.00	39,589.75	-309,356.38	488,442.62	38.78%
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):	-791,299.00	-791,299.00	40,327.27	-308,105.76	483,193.24	38.94%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
15 - EDC4B FUND	-797,799.00	-797,799.00	39,589.75	-309,356.38	488,442.62
95 - EDC4B BOND RESERVE FUND	6,500.00	6,500.00	737.52	1,250.62	-5,249.38
Report Surplus (Deficit):	-791,299.00	-791,299.00	40,327.27	-308,105.76	483,193.24

MEETING DATE: JANUARY 27, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM II.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JANUARY 27, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM II.B.1.

SUBJECT

November 25, 2025 EDC Minutes

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	November 25, 2025 Economic Development Corporation Board of Directors Minutes	November 25, 2025 Economic Development Corporation Board of Directors Minutes.docx
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KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES

REGULAR MEETING | NOVEMBER 25, 2025 AT 6:00 PM
CITY COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TEXAS 76060-2249

I. CALL TO ORDER

President Mark Yeary called the meeting to order at 6:00 p.m.

A. ROLL CALL

PRESENT: Marcel Terry: Vice President, Kenneth Michels, Mark Yeary President, David Glover, Ryon Ray, Dustin Verona

ABSENT: Tyson Eubanks

STAFF: *Executive Director/ City Manager Darrell Hull, City Secretary Barbara Dahl, Treasurer Jonathan Horton*

II. There was no one for public comment.

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

Finance Director Jon Horton gave an updated Financial Report for the Economic Development Corporation.

Results through October represent 8.3% of the fiscal year.

EDC FUND (15)

◇ Sales tax revenues received year-to-date \$237; 0.2% 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 \$19,118; 8% of budget

◇ EDC Operations expenditures year-to-date \$260,183; 21.5% of budget

◇ EDC Town Shopping Center expenditures year-to-date \$26,321; 2.6% of budget

◇ Fund Balance year-to-date is \$2,083,435; 340 days of total budgeted expenditures and transfers out.

Place 2 Terry asked for clarification of total expenditures for October. Then Place 2 did question when the fiscal year ended. Finance Director Horton clarified that the fiscal year did end in September.

B. CONSENT AGENDA

1. October 28, 2025 EDC Minutes

There was a correction to the October 28, 2028 minutes. It was added that both Tyson Eubanks and Dustin Verona were unable to attend the meeting. The minutes were presented as corrected.

Place 3 Michels made a motion to approve the Consent Agenda

Place 4 Ray seconded the motion.

Motion passes 6-0

IV. Executive Session

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

PURSUANT TO §551.071 Consultation with council on legal matters

PURSUANT TO §551.087 Deliberation regarding economic development negotiations

1. Town Center Building #1 Remodel

2. CP2 contract Renewal

Place 3 Michels made a motion to Adjourn into Executive Session

Place 5 Verona seconded the motion.

Motion passes 6-0

The ECD adjourned into Executive session at 6:04pm

The EDC Reconvened into open session at 7:38pm

With no other business to come before the EDC Board of Directors, President Yeary called for a motion to adjourn

Place 2 Terry moved to adjourn

Place 3 Michels 2nd the motion

Meeting Adjourned @ 6:38pm

V. ADJOURNMENT

APPROVED:

PRESIDING OFFICER

ATTEST:

BOARD OR COMMISSION SECRETARY

MEETING DATE: JANUARY 27, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM II.C.

SUBJECT

ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JANUARY 27, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM II.C.1.

SUBJECT

EDC Funding Grant for property located at 1083 N Bowman Springs Road

ORIGINATED BY

SUMMARY

The following grant application has been submitted by Spirals Gymnastics Inc. This application is administratively complete.

RECOMMENDATION

ATTACHMENTS

1.	KEDC Grant Application	KEDC Grant Application.pdf
2.	Pool Contract	Pool Contract.pdf
3.	Pool Design	Pool Design.pdf
4.	Grant Presentation	Grant Presentation.pdf



Economic Development Grant Application

KENNEDALE
Economic Development
Corporation

Legal Business Name: _____

Doing Business As (If Applicable): _____

Business Structure:

Individual/sole proprietor

Partnership

Corporation

Trust/estate

Limited Liability Company (LLC)

Other: _____

Texas Secretary of State File Number: _____

Texas Taxpayer Number: _____

Kennedale Address: _____

Mailing Address: _____

(If different) _____

Are you a member of the Kennedale Area Chamber of Commerce?

Yes

No

Select the grant type, and amount, you are applying for:

Facade Improvement (50% Match) \$ _____

Property Improvement (50% Match) \$ _____

Capital Equipment Grant (100% Match) \$ _____

Total (not to exceed \$25,000) \$ _____

Yes

No

Are you seeking to expand an existing facility within the City of Kennedale?

Are you seeking to construct a new facility within the City of Kennedale?

Do you currently own title to the property the grant will support?

Will the expenditure of KEDC funds result in the creation or retention of "primary jobs" as defined in Section 501.002(12) of the Texas Local Government Code?

Please explain the proposed use of all requested funds:

Please attach any supporting documentation. Examples include photos of existing property, a written project improvement plan, plans and drawing of the proposed project, itemized cost spreadsheets, and written quotes submitted by contracts/vendors.

Name of person authorized to act on behalf of applicant: _____

Title: _____

Phone Number: _____

E-Mail: _____

By signing below I certify the following:

I am authorized to act on behalf of the named entity.

All information provided is true and accurate to the best of my knowledge.

Signature:

Printed Name:

Date:

Completed applications* can be submitted in-person or mailed to:
Kennedale Economic Development Corporation
405 Municipal Drive
Kennedale, TX 76060

Completed applications* may also be submitted electronically to:
finance@cityofkennedale.com

*A completed application includes a signed copy of the Qualifications for the
Kennedale Economic Development Corporation Funding Grants.



4877 Sam Rayburn Highway
 Anna, TX. 75409
 www.axiscustompools.com
 Phone: (469) 222-5835

THIS CONTRACT, MADE AS OF THE DATE OF WRITTEN ACCEPTANCE BY AXIS COMMERCIAL, INC. DBA. AXIS CUSTOM POOLS & OUTDOOR LIVING, HEREIN TERMED "AXIS", "CONTRACTOR" OR "BUILDER" AND THE PARTY NAMED BELOW, HEREIN TERMED "OWNER" OR "BUYER"

CUSTOMER NAME: Jimma King E-MAIL: 0
 JOB SITE ADDRESS: 1083 Bowman Springs Rd CITY: Kennedale ZIP: 76060
 HOME PHONE: 817-966-5490 CELL PHONE: 0 OTHER PHONE:
 PROJECT CATEGORY: New Pool SUBDIVISION: LOT#

MAXIMUM PERIMETER 140 LNFT MAXIMUM SURFACE AREA 1155 SQFT
 MAXIMUM POOL DIMENSIONS Custom Shape MAXIMUM WATER DEPTH 0 x 0 x 0
 Pool Meets or Exceeds Current Diving Standards Pool is NOT to be used for Diving Buyer was educated but Declines Soil Injections

GENERAL SPECIFICATIONS		GUNITE	
1. Engineering, Plans and Building Permit	BY AXIS	37. Continuous 12" x 12" Bond Beam Around Pool	BY AXIS
2. Public Liability, Negligent Property Damage Insurance	BY AXIS	38. Steps in Shallow End QTY: 3 Benches 0	BY AXIS
3. Deck Elevation Up To 6" Above Existing Grade	BY AXIS	39. Water Cure Shell	BY BUYER
4. Tempered Safety Glass Required for Safety Code	BY BUYER	40. Raised Bond Beam	BY AXIS

ACCESS & EXCAVATION		COPING, DECK & TILE	
5. Remove Fence	BY AXIS	41. Baja, Tanning Or Beach Entry	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Equipment Used Excavator/ Skid Steer shuttle	BY AXIS	42. Coping Lueders	LNFT 140
7. Pregrade	Hours 0	43. Coping NONE	LNFT 0
8. Concrete Removal (sq. ft.)	QTY: 0	44. Decking Concrete	SQFT 725
9. Trash Removal (# of loads)	QTY: 0	45. Decking NONE	SQFT 0
10. Sprinkler Re-Route	QTY: 0	46. Travertine Deck NONE	SQFT 0
11. Sod Repair	Number of pallets 0	47. Spray Decking NONE	SQFT 0
12. Additional charges for abnormal soil conditions	BY BUYER	48. Deck Turndown of 12" 0 of 18" 0 of 24"	BY AXIS

PLUMBING & EQUIPMENT		WATER FEATURES	
13. Skimmer	QTY: 4	52.	QTY: 0
14. Fill Line	QTY: 1	53.	QTY: 0
15. Filter Pentair Sand Filter	QTY: 2	54.	QTY: 0
16. Circulation Pump Pentair IntelliFlo3 VSF Pool Pump	QTY: 2	55.	QTY: 0
17. Auxiliary Pump NONE	QTY: 0	56.	QTY: 0
18. Sanitation Rainbow Inline chlorinator 320	QTY: 1	INTERIOR FINISH & START UP	
19. Heater NONE	QTY: 0	57. Clean Up of All Construction Material	BY AXIS
20. Gas Line	QTY: 0	58. Interior Plaster Finish Stonescapes - Lvl 3 (Midnight blue, Tropics)	FT: 140
21. Cleaner NONE	QTY: 0	59. Water-Fill, Chemical Balance, and Brushing of Interior	BY BUYER
22. 4" Drain Total	LNFT: 0	60. Pool School - Includes Written & Verbal Instructions	BY AXIS
23. Deck Drain Plumbing Drains	QTY: 0	61. Maint. Kit - Brush, Net, Pole, Test Kit, Thermometer	BY AXIS

STEEL & ELECTRICAL		THERAPEUTIC SPA	
26. Steel Schedule ALL #4 Steel	BY AXIS	62. Spa Jets	QTY: 0
27. Electrical Conduit Over 250 Feet	QTY: 0	63. Spa Pulsator Jets	QTY: 0
28. Light Conduit	QTY: 200	64. Raised Spa Finish/Hei NONE	Inches 0
29. Pool Control Time Clock - Required if no autom:	QTY: 1	65. Blower Horsepower NA	QTY: 0
30. Driveway or Sidewalk Bore	QTY: 0	BARRIERS	
31. Electrical Sub Panel	BY BUYER	66. Self-Closing Mechanism for Doors	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
32. Time Clock at Equipment	BY AXIS	67. Door Alarms	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
33. Electrical Bonding for Pool	BY AXIS	MISCELLANEOUS	

POOL AND SPA LIGHTS		FENCE	
24. Spa Light NONE	QTY: 0	34. Reinstall Iron Fence (# of Pannels)	QTY: 0
25. Pool Light YES	QTY: 4	35. Reinstall Wood Fence (# of pannels)	QTY: 0
		36. Rehang Gate / Gate to Code	QTY: 0

PAYMENT SCHEDULE		TOTAL AMOUNT	
10% due at Contract Sign:	\$15,433.38	Total Amount:	\$154,333.77
40% Due at Excavation:	\$61,733.51	Down Payment:	\$0.00
30% Due at Gunite:	\$46,300.13		
15% At Completed Deck Form:	\$23,150.06		
5% - At Plaster PREP:	\$7,716.69	Balance:	\$154,333.77

Payment Schedule: To be paid by **Cashier Checks**

Buyer acknowledges that they have read and received a complete, legible copy of this contract, and that this contract must be signed by a Axis Custom Pools & Outdoor Living Corporate Officer to be

AXIS CUSTOM POOLS

4877 Sam Rayburn Hwy.

Anna, TX. 75409

THIS CONTRACT, MADE AS OF THE DATE OF WRITTEN ACCEPTANCE BY AXIS CUSTOM POOLS & OUTDOOR LIVING HEREIN TERMED "AXIS", "CONTRACTOR" OR "BUILDER" AND THE PARTY NAMED BELOW, HEREIN TERMED "OWNER" OR "BUYER"

CUSTOMER NAME:	<u>Jimma King</u>	E-MAIL:	<u>Jima.King4@Gmail.com</u>
JOB SITE ADDRESS:	<u>1083 Bowman Springs Rd</u>	CITY:	<u>Kennedale</u> ZIP: <u>76060</u>

GENERAL TERMS, CONDITIONS AND WARRANTY

- The subsequent plans, specifications and job cost estimate attached hereto form part of this contract. In case of conflict between the provisions stated in such plans and specifications, verbal conversations, or assumptions made by either party and the terms within the contract, the terms of the contract shall prevail.
- Requests for any changes or additions to this contract desired by Buyer shall be made in writing at a price as mutually agreed to and signed by Buyer and shall become part of this contract. All sums for changes or additions shall be due at time change order is signed, concurrently with the other progress payments and Builder shall have the right to stop work and keep the job idle if payments are not made when due. Failure of the contractor to collect payment for the changes made does not preclude the recovery of payment, buyer still owes the amount in full.
- Should any part of this agreement be declared invalid for any reason, such decision shall not affect the validity of the remaining portions and shall remain in full force and effect as if the invalid portion had been eliminated. Only the AXIS Board of Directors can approve any strikeout words or items on this contract, only strikeouts with his initials will be valid and honored.
- The start of any construction or any product installation shall constitute the start of work. AXIS may cancel this contract for any reason before excavation, AXIS to refund unspent down payment monies.
- Buyer agrees to allow Axis Custom Pools & Outdoor Living, to place a sign in Buyer's front yard until pool is completed and any pictures or video taken by AXIS are AXIS property and have all rights of them.
- Buyer agrees that when the interior finish installation has been completed, performance of this contract shall have been completed.
- After execution of the contract, following the 3-day rescission period and prior to excavation, Buyer agrees to pay a stipulated sum for damages in the amount of the down payment plus costs and profit for any AXIS work or costs incurred in the event of cancellation by Buyer. If Buyer uses a majority portion of the AXIS contracted design with another builder, Buyer agrees to pay 10% of this contracted amount within 30 days of new contract.
- It is the Buyer's responsibility to provide any water, power or other utility necessary to construct the swimming pool.
- Buyer agrees to assume all liability for damage to driveway, walks, curbs, shrubs, sewers, sprinkler systems, underground lines, lawn, or any rerouting of irrigation water. Buyer agrees that during construction of the swimming pool, Buyer will be liable for any damage to any part of the swimming pool by irrigation water, vandals or any other person or thing not within the control of Builder including but not limited to any work damaged for ANY reason beyond the builders control all work necessary to replace work shall be considered additional work to be paid by the buyer. Any pool equipment or appurtenances subject to the contract delivered to the job site is Buyer's property, and if removed or stolen are the Buyer's responsibility.
- Buyer understands that the termite barrier may be broken during construction and is Buyer's responsibility for the cost of retreatment.
- All warranties commence at the date pool is filled with water. Warranty work will be performed only if contract is paid in full.
- All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement, opinions of performance, or in breach thereof, shall be decided by binding arbitration in accordance with the construction industry arbitration rules of American Arbitration Association unless the parties mutually agree in writing otherwise. This clause remains in effect if this contract is cancelled or voided by either party for any reason. As used in this paragraph pertaining to arbitration, the word "parties" shall refer to AXIS, buyer and all agents. If Buyer files suit with the courts instead of following the above AAA process, Buyer agrees to pay all of seller's attorney, court, mediation, and AAA fees monthly until the suit is final. The Arbitrator may award to the prevailing party attorney fees and costs, including the cost of discovery and depositions as part of any arbitration award. The arbitrator shall not have authority to enter any award for punitive or exemplary damages. Each party waives any claim for any award of exemplary or punitive damages. Additionally, Seller will not be liable for indirect, special, punitive, consequential damages arising for any reason.
- All Dimensions are approximate with a 5% tolerance either way. The parties agree that builder shall be deemed complete and held harmless if all dimensions are within 5%. The parties agree that liquidated damages for errors by builder to be paid at \$3.00 per square foot less the 5% variance.

PERFORMANCE BOND

Buyer has the right to request a Standard Contractor's Payment and Performance Bond - securing the completion of the work and payment for services materials. The cost of the Bond shall be at the Buyer's expense.

**AXIS CUSTOM POOLS & OUTDOOR LIVING, LIMITED WARRANTY
LIFETIME STRUCTURAL LIMITED WARRANTY**

Builder warrants that the pool shell will remain "structurally sound" for as long as Buyer owns the pool. "Structurally sound" is defined as "retaining water". In the event of a failure in the structure, Builder will repair the structure to the point that it will again retain water. This warranty does not extend to, or cover any other component of the swimming pool (i.e. Decking, Coping, Tile, etc). Builder does not warranty against damage to the pool shell caused by failure to maintain proper water levels, ground water rising above the lowest point of the pool, damage caused by surrounding landscaping or irrigation systems installed after the completion of the pool, earthquake, acts of God, or acts of others. Steel rebar rust migration is specifically excluded as part of this lifetime warranty.

TRANSFER OF STRUCTURAL WARRANTY

Upon transfer of property title from the original Buyer, the Limited Structural Warranty described above may be transferred to a new Buyer, upon written request within thirty (30) days of change of ownership. A required inspection will be made, and a transfer inspection fee of \$650 will be paid to the Builder at which time, a new warranty certificate, in the name of the new buyer, will be issued. This transfer is at the discretion of Axis Custom Pools & Outdoor Living.

THIS LIMITED WARRANTY SHALL BE SUBJECT TO BUYERS COMPLYING WITH THE FOLLOWING CONDITIONS:

THE SWIMMING POOL SHALL BE KEPT FULL OF WATER AT ALL TIMES EXCEPT FOR PURPOSES OF REPAIR OR MAINTENANCE NOT TO EXCEED FIVE (5) DAYS. THE SWIMMING POOL SHALL BE USED IN A NORMAL AND REASONABLE MANNER AND SHALL BE OPERATED IN ACCORDANCE WITH ALL PROVIDED OWNER'S MANUALS.

LIMITATIONS**The warranties are limited as follows:**

It is the Buyer's responsibility to maintain their swimming pool. Builder does not warrant against defects or failures caused by abuse, lack of reasonable care, pool water chemical imbalance, failure to provide necessary maintenance, improper operation, vandalism, or earth and deck movement.



BUYER'S INITIALS



BUYER'S INITIALS

We wish to bring to your attention the most common unforeseen and unexpected items that may create additional cost to you if not otherwise noted on the front of this contract. Please review each item and discuss any concerns with your builder representative. Please sign below in acknowledgement and receipt of this document.

- Due to seasonal changes, availability of materials, weather, and city inspections, permitting lead times, and other factors, AXIS cannot guarantee a completion date. AXIS may estimate the time of completion based on existing conditions. This estimated time could change radically due to the above described conditions and NOT to be used for the basis of any decision. The buyer understands and agrees that any comment they make regarding any expected timelines of the process is a false statement of fact that AXIS in no way promised or guaranteed.
- Possible need for relocation at Buyer's expense has been explained with respect to sewer line, gas line, telephone line, sprinkler lines, water lines, septic tank, or other underground obstruction. Electric lines, whether overhead or underground, may need to be moved by City Code, at Buyer's direct expense. Location of underground services is Buyer's responsibility.
- Buyer shall provide Builder with adequate access and a site free of debris or obstacles prior to the start of work, and Buyer agrees to pay to Builder all additional costs incurred as a result of Buyer's failure to so provide. Buyer shall be responsible to protect all trees, shrubs, ground cover, or other vegetation which he desires to save which occupy space to be used in the construction of the swimming pool or necessary in providing free and open access to Builder in construction of the swimming pool, unless otherwise noted on the Contract. Access must remain open until cleanup is completed. Animals must be secured at all times.
- In some areas there are certain abnormal soil and/or rock conditions. If such soil or rock is encountered during the excavation of the pool, there will be added costs for excavation, gunite, ditches for electric, plumbing, and gas lines as well as possible bringing in dirt to backfill those ditches. Buyer will be responsible per hour of ripper rock work at an added cost of \$400 per hour no minimum. If the Rock Hammer must be used an additional 1-time flat fee of \$1500 will be added to rock costs. Buyer responsible for additional gunite & needed soil for backfill.
- If the pool is to be built in a fill area and the fill dirt exceeds 3.5 feet in depth, Buyer will provide at his/her expense, a moisture density test stating that the dry density is compacted to a minimum of 95%. Buyer will be responsible for preparing the job site to a minimum of 95% dry density.
- Proper yard grading and drainage away from pool and deck is the Buyer's responsibility. All water must drain away from pool deck. Axis Custom Pools & Outdoor Living recommends that Buyer install rain gutters to control rain water run-off away from the pool and decking.
- Any grading of the yard as necessary shall be the Buyer's expense, unless noted under modifications of the contract.
- Damage caused by placement of planters in the deck or by water draining toward the deck due to poor drainage, or inadequate landscaping, shall be the Buyer's responsibility.
- Tree or stump removal, or hauling, and/or concrete cutting or removal shall be at the Buyer's expense unless included under modifications of this contract.
- Buyer will advise Builder of the property lines, setbacks, and easements, as noted on the Designer's drawing, and Buyer shall be responsible for its accuracy. Even though Builder may assist Buyer in locating the property line, Buyer warrants that he/she is familiar with the location of his/her property lines, and the pool site herein agreed upon is within said property lines. The Buyer agrees to indemnify and save harmless from any suit, or claim of Buyer, or any Third Party for the location of said pool in the place designated by Buyer.
- When Builder is contracted for removal and/or replacement of a block fence, the mortar and materials used when erecting the block fence may not match the existing block fence colors because of changes in the mortar and materials by the manufacturer. Builder will assume no liability for damage as a result of removal or replacement of prefabricated panels if those panels are damaged.
- Additional charges for upgrade, relocation, and replacement of all existing electrical service fixtures and panel if required, to meet local codes to be paid by buyer unless included under modifications of contract. Insufficient electric service will require an electrical sub-panel at additional cost to buyer.
- The junction box shall be installed according to the plan. The power center, if included in the contract, shall be installed at the pool equipment unless otherwise noted in the contract. Any changes or modifications will be done at the Buyer's expense.
- The ground fault interrupter (GFI) will be provided for the pool light only.

Buyer's Signature:

Signature box

Date

Building a pool should be a fun and exciting process. Please take a few minutes to read and initial the items below indicating that you have read and understand them. Doing so will minimize any ambiguity regarding the process and ensure proper expectations have been established.

INITIALS GENERAL

- Access to the backyard must be provided for the entire length of construction. Work crews must be free to come and go and specific days or times for work to be done are tentative and subject to change without notice. Animals cannot be loose in the backyard.
Requests or modifications to your existing contract or design must be confirmed in writing. The charge for any addendum or amendment shall be due at the time it is signed. Any change will delay the construction process. Buyers agree they have given their explicit consent to each other that any signature from one carries the full force of both buyers.
Buyer is aware that they are responsible for watering their gunite shell twice a day for 7-10 days. (If tile is installed within this time period, please keep the tile dry for 24 hours before commencement of the watering process.)
Buyer is aware that it is their responsibility to be home for their pre-plaster inspection to allow the inspector access to their home. The inspector will not provide a specific time for the inspection and as such the Buyer may need to be home all day. We realize this is an inconvenience, however, it is completely out of our control. Your permitting jurisdiction may also require smoke alarms, carbon monoxide detectors, as well as gates, fences, and latches to be brought up to city code by buyer. Buyer understands and agrees AXIS cannot Plaster buyers pool until Buyer has resolved all code items to their city's satisfaction.
Buyer Agrees the only timeline that has been discussed is Dig to Plaster in 90 workable working days barring events beyond AXIS control and change orders.
Axis Custom Pools & Outdoor Living pricing assumes a cash discount. This includes payments by cashier's check, cash or escrow holdback. In some cases Axis Custom Pools & Outdoor Living also accepts payments by both credit card and debit card, however, under such payment method, the cash discount will be forfeited and a 3% processing fee will be applied. Personal checks are only accepted for deposits and change orders.
Buyer agrees that the pool is considered complete upon installation of the interior finish. Buyer agrees to pay final plaster check before plaster is installed. Any outstanding items shall be handled as "punch-list" items and will be resolved in a timely manner only if paid in full.
Buyer is aware all natural products, such as stone, wood, etc. will not have consistent color throughout the project and will have imperfections such as pits, knots, marbling, etc. Additionally, stone waterfalls and features are built to be as natural as possible, water flow will vary, and such features are not built to hold the weight of human and should not be walked on or jumped off of.

EXCAVATION

- Axis Custom Pools & Outdoor Living is not responsible for the final grading in your yard. Elevation is set to an elevation dictated by both the design, existing concrete and existing grading in the yard. Grading beyond the pool and decking is often required and is the responsibility of the Buyer and is considered landscape grading.
Buyer is familiar with the term "Rock/Water" dig and understands that if their dig hits rock or water there will be an additional charge according to your contract to complete the excavation. There will also be additional charges for any sand and/or gravel which must be brought in to accommodate these conditions. This will apply to any rock or water presence which prevents Axis Custom Pools & Outdoor Living from completing the excavation in the time it would have taken had these conditions not existed.
Buyer is responsible for any damage to work already done beyond AXIS's control and damage to existing underground utilities- this includes but is not limited to sprinkler lines, cable lines, water lines, electrical lines and drainage lines for the yard. Muck-outs and other weather damage are also Buyers financial responsibility.
Buyer is responsible for any damage to access including concrete or pavers - this includes but is not limited to sidewalks, driveways and patios. In some cases AXIS can repair these items for an additional cost. If access changes or excavation equipment changes for any reason buyer is financially responsible for the difference.

DECKING

ON-CONTRACT

- Concrete decking cannot be guaranteed for evenness of color and may not be the exact shade requested. These items are not covered under warranty.
As the ground moves and shifts, it will inevitably crack your concrete decking. We will make every effort to ensure the sub-base is properly prepared and compacted, however, this will only help to minimize cracking and not eliminate the cracks altogether. Cracks are not considered a defect and thus not covered under warranty.

OFF-CONTRACT

- If Buyer choses to do their own decking directly through an outside decking subcontractor the following items become the responsibility of the homeowner
Backfilling of open trenches Grading of deck area Backfilling and compaction of ramp
Overflow line extension Any required sleeving Pouring of equipment pad
Scheduling pre-deck inspection Removal of excess dirt from deck grading Sub-base preparation and compaction
Cleaning of tile after deck pour Connect sheer decents if applicable Mastic behind coping if applicable

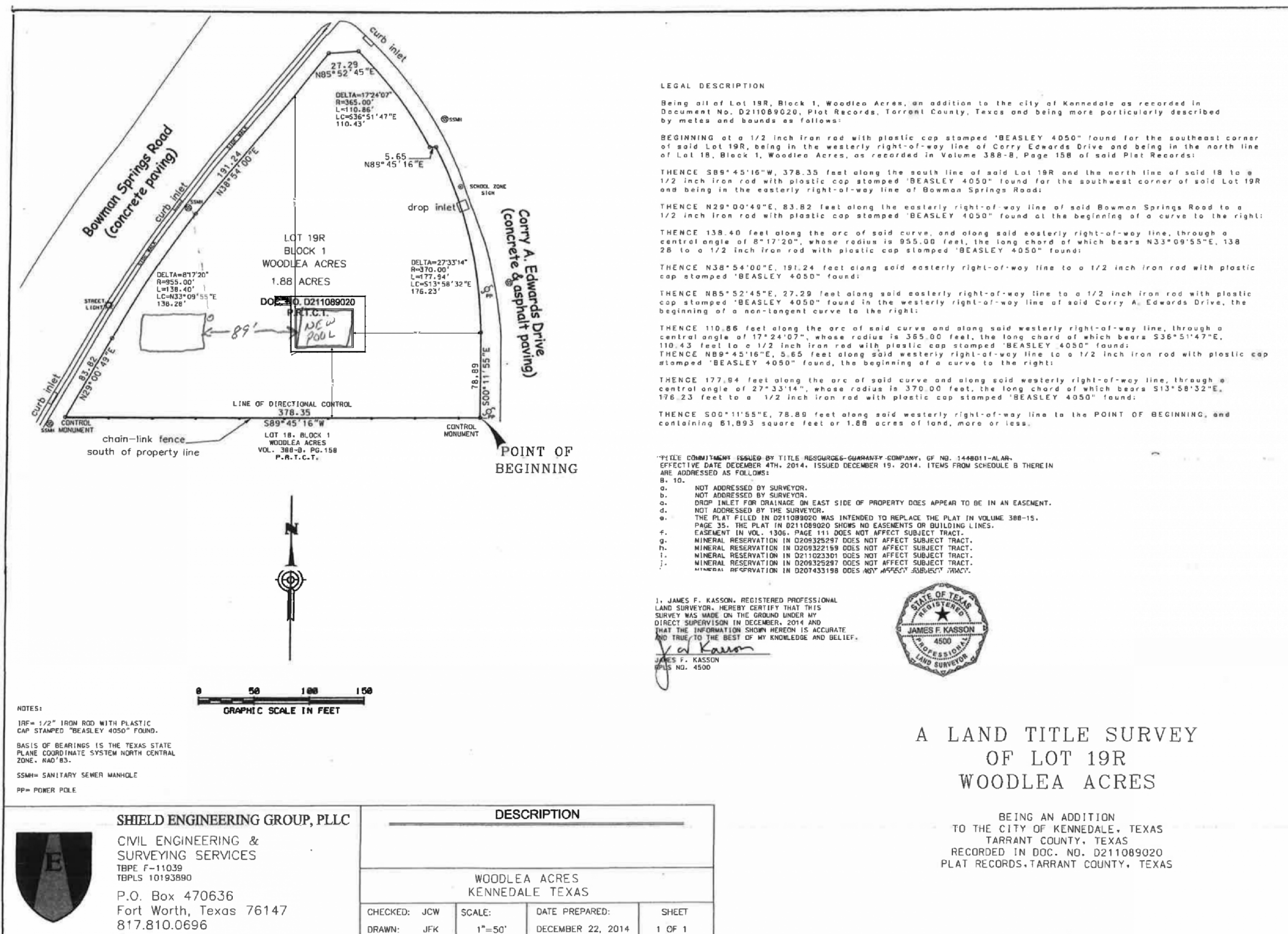
INTERIOR FINISH

ALL FINISHES

- Proper water chemistry levels (Chlorine, pH, Alkalinity, etc.) are imperative to ensure a long-lasting, durable and attractive interior finish. Failure to maintain these levels will void any warranty on your interior finish. AXIS recommends having your pool water professionally tested at least once a month to protect your finish and your warranty. Please keep a record of these professional tests.

NON-PEBBLE FINISHES

- Non-Pebble interior finishes cannot be guaranteed for evenness of color and may not be the exact shade requested.
Shading and color variation is a natural occurrence in all non-pebble interior finishes.
The original color will fade over time due to sun exposure and water chemistry.



LEGAL DESCRIPTION
 Being all of Lot 19R, Block 1, Woodlea Acres, an addition to the city of Kennedale as recorded in Document No. D211089020, Plat Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:
 BEGINNING at a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found for the southeast corner of said Lot 19R, being in the westerly right-of-way line of Carry Edwards Drive and being in the north line of Lot 18, Block 1, Woodlea Acres, as recorded in Volume 388-B, Page 15B of said Plat Records;
 THENCE S89°45'16"W, 378.35 feet along the south line of said Lot 19R and the north line of said Lot 18 to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found for the southwest corner of said Lot 19R and being in the easterly right-of-way line of Bowman Springs Road;
 THENCE N29°00'49"E, 83.82 feet along the easterly right-of-way line of said Bowman Springs Road to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found at the beginning of a curve to the right;
 THENCE 138.40 feet along the arc of said curve, and along said easterly right-of-way line, through a central angle of 8°17'20", whose radius is 955.00 feet, the long chord of which bears N33°09'55"E, 138.28 to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found;
 THENCE N38°54'00"E, 191.24 feet along said easterly right-of-way line to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found;
 THENCE N85°52'45"E, 27.29 feet along said easterly right-of-way line to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found in the westerly right-of-way line of said Carry A. Edwards Drive, the beginning of a non-tangent curve to the right;
 THENCE 110.86 feet along the arc of said curve and along said westerly right-of-way line, through a central angle of 17°24'07", whose radius is 365.00 feet, the long chord of which bears S36°51'47"E, 110.43 feet to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found;
 THENCE N89°45'16"E, 5.65 feet along said westerly right-of-way line to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found, the beginning of a curve to the right;
 THENCE 177.84 feet along the arc of said curve and along said westerly right-of-way line, through a central angle of 27°33'14", whose radius is 370.00 feet, the long chord of which bears S13°58'32"E, 176.23 feet to a 1/2 inch iron rod with plastic cap stamped "BEASLEY 4050" found;
 THENCE S00°11'55"E, 78.80 feet along said westerly right-of-way line to the POINT OF BEGINNING, and containing 61.893 square feet or 1.88 acres of land, more or less.

"TILE COMMITMENT ISSUED BY TITLE RESOURCES-GUARANTEE COMPANY, OF NO. 3448011-ALAM, EFFECTIVE DATE DECEMBER 4TH, 2014, ISSUED DECEMBER 19, 2014. ITEMS FROM SCHEDULE B THEREIN ARE ADDRESSED AS FOLLOWS:
 B-10.
 a. NOT ADDRESSED BY SURVEYOR.
 b. NOT ADDRESSED BY SURVEYOR.
 c. DUMP INLET FOR DRAINAGE ON EAST SIDE OF PROPERTY DOES APPEAR TO BE IN AN EASEMENT.
 d. NOT ADDRESSED BY THE SURVEYOR.
 e. THE PLAT FILED IN D211089020 WAS INTENDED TO REPLACE THE PLAT IN VOLUME 388-15, PAGE 35. THE PLAT IN D211089020 SHOWS NO EASEMENTS OR BUILDING LINES.
 f. EASEMENT IN VOL. 1306, PAGE 111 DOES NOT AFFECT SUBJECT TRACT.
 g. MINERAL RESERVATION IN D209328287 DOES NOT AFFECT SUBJECT TRACT.
 h. MINERAL RESERVATION IN D209322189 DOES NOT AFFECT SUBJECT TRACT.
 i. MINERAL RESERVATION IN D211023301 DOES NOT AFFECT SUBJECT TRACT.
 j. MINERAL RESERVATION IN D208328287 DOES NOT AFFECT SUBJECT TRACT.
 k. MINERAL RESERVATION IN D207433198 DOES NOT AFFECT SUBJECT TRACT."

J. JAMES F. KASSON, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION IN DECEMBER, 2014 AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 J. F. Kasson
 JAMES F. KASSON
 REG. NO. 4500



**A LAND TITLE SURVEY
 OF LOT 19R
 WOODLEA ACRES**

BEING AN ADDITION
 TO THE CITY OF KENNEDALE, TEXAS
 TARRANT COUNTY, TEXAS
 RECORDED IN DOC. NO. D211089020
 PLAT RECORDS, TARRANT COUNTY, TEXAS

NOTES:
 IRP= 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BEASLEY 4050" FOUND.
 BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH CENTRAL ZONE, NAD 83.
 SSMH= SANITARY SEWER MANHOLE
 PP= POWER POLE

SHIELD ENGINEERING GROUP, PLLC
 CIVIL ENGINEERING & SURVEYING SERVICES
 TBPE F-11039
 TBPLS 10193890
 P.O. Box 470636
 Fort Worth, Texas 76147
 817.810.0696

DESCRIPTION			
WOODLEA ACRES KENNEDALE TEXAS			
CHECKED: JCW	SCALE: 1"=50'	DATE PREPARED: DECEMBER 22, 2014	SHEET 1 OF 1
DRAWN: JFK			

Pool

Style: _____
 Perimeter: 139' Area: 1155 ft²
 Envelope: 42' x 27' 6"
 Depth: 1' 2" to 3' to RTNS: _____
 Volume: 21,200 Lights: 3
 Skim: _____ P.C.: _____
 Dia Tvoe Drains: 2
 Spillover Length(s): _____
 Copina Material: Copina, 24" Ivory
 Interior Finish: Pool Interiors, Aqua
 Notes: _____

Spa

Perimeter: 0' Area: 0 ft²
 Jets: _____ Height: _____
 Lights: 0 RTNS: _____
 Drains: 0 Tvoe: _____
 Spillover Length(s): _____
 Coping Material: _____
 Interior Finish: _____
 Notes: _____

Tile

Raised Beams: _____
 Pool Tile Material: Tile, Skv Blue
 Spa Tile Material: _____
 Notes: _____

Deck

Perimeter: 207' Area: 552.28 ft²
 Coping Area: 0 ft²
 Coping Material: _____
 Surface Material: Concrete, Light Grav
 Turn Down: -3" Riser: _____
 171' 1"

NOTES: _____

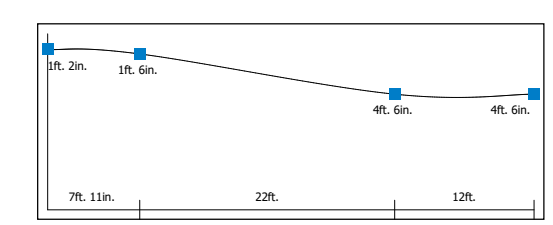
Equipmen

Circ Pump: _____ Control Panel: _____
 Pump #2: _____ Remote: _____
 Pump #3: _____ Sanitizer: _____
 Filter: _____ Blower: _____
 Heater: _____ Fill Line: _____
 Cleaner: _____ Other: _____
 Pool Light: _____ Other: _____
 Spa Light: _____ Other: _____
 Other: _____ Other: _____
 NOTES: _____

Approv

I/we (the undersigned) have reviewed this plan and approve it as correct within reasonable tolerance. I/we understand that any changes made to a shape or to

Pool Depth



Project Name: Jima Kina 18594 Soriral
 Client Name: Jima Kina
 Client Email: _____
 Client Phone: _____
 Address: 1083 Bowman Springs Road
 City: Kennedale
 State/Province: TX
 Zip/Postal Code: 76060
 Designer Name: Chris Dudley



Scale: 1/30" = 1 ft

Pool

Style: _____
 Perimeter: 139' Area: 1155 ft²
 Envelope: 42' x 27' 6"
 Depth: 1' 2" to 3' 6" RTNS: _____
 Volume: 21,200 Lights: 3
 Skim: _____ P.C.: _____
 Dia Type _____ Drains: 2
 Spillover Length(s): _____
 Coping Material: Coping, 24" Ivory
 Interior Finish: Pool Interiors, Aqua
 Notes: _____

Spa

Perimeter: 0' Area: 0 ft²
 Jets: _____ Height: _____
 Lights: 0 RTNS: _____
 Drains: 0 Tvoe: _____
 Spillover Length(s): _____
 Coping Material: _____
 Interior Finish: _____
 Notes: _____

Tile

Raised Beams: _____

Pool Tile Material: Tile, Sky Blue
 Spa Tile Material: _____
 Notes: _____

Deck

Perimeter: 207' Area: 552.28 ft²
 Coping Area: 0 ft²
 Coping Material: _____
 Surface Material: Concrete, Light Grav
 Turn Down: -3" Riser: _____
 171' 1"

NOTES: _____

Equipmen

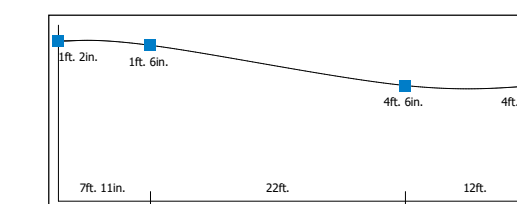
Circ Pump: _____ Control Panel: _____
 Pump #2: _____ Remote: _____
 Pump #3: _____ Sanitizer: _____
 Filter: _____ Blower: _____
 Heater: _____ Fill Line: _____
 Cleaner: _____ Other: _____
 Pool Light: _____ Other: _____
 Spa Light: _____ Other: _____
 Other: _____ Other: _____
 NOTES: _____

Approv

I/we (the undersigned) have reviewed this plan and approve it as correct within reasonable tolerance. I/we understand that any changes made to a shape or to

X

Pool Depth



Project Name: Jima Kina 18594 Spirral
 Client Name: Jima Kina
 Client Email: _____
 Client Phone: _____
 Address: 1083 Bowman Springs Road
 City: Kennedale
 State/Province: TX
 Zip/Postal Code: 76060
 Designer Name: Chris Dudley

Scale: 1/4" = 1 ft



Pool Equipment

Fence by others

Brushed Concrete with
Spray-deck overlay.

Travertine Coping
Demi-bull nosed

Depth Markers

Depth Markers

Bench

Handrails

Step

1.2

3

4.5

Depth Markers

Step

Bench

Depth Markers

Depth Markers

Depth Markers

42'

27' 6"

Pool

Style: _____
 Perimeter: 139' Area: 1155 ft²
 Envelope: 42' x 27' 6"
 Depth: 1' 2" to 3' to RTNS: _____
 Volume: 21,200 Lights: 3
 Skim: _____ P.C.: _____
 Dia Type _____ Drains: 2
 Spillover Length(s): _____
 Coping Material: Copina, 24" Ivory
 Interior Finish: Pool Interiors, Aqua
 Notes: _____

Spa

Perimeter: 0' Area: 0 ft²
 Jets: _____ Height: _____
 Lights: 0 RTNS: _____
 Drains: 0 Tvoe: _____
 Spillover Length(s): _____
 Coping Material: _____
 Interior Finish: _____
 Notes: _____

Tile

Raised Beams: _____

Pool Tile Material: Tile, Sky Blue
 Spa Tile Material: _____
 Notes: _____

Deck

Perimeter: 207' Area: 552.28 ft²
 Coping Area: 0 ft²
 Coping Material: _____
 Surface Material: Concrete, Light Grav
 Turn Down: -3" Riser: _____
 171' 1"

NOTES: _____

Equipmen

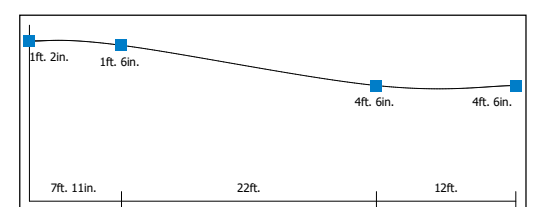
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 Pump #2: _____ Remote: _____
 Pump #3: _____ Sanitizer: _____
 Filter: _____ Blower: _____
 Heater: _____ Fill Line: _____
 Cleaner: _____ Other: _____
 Pool Light: _____ Other: _____
 Spa Light: _____ Other: _____
 Other: _____
 NOTES: _____

Approv

I/we (the undersigned) have reviewed this plan and approve it as correct within reasonable tolerance. I/we understand that any changes made to a shape or to

X

Pool Depth



Project Name: Jima Kina 18594 Spriral
 Client Name: Jima Kina
 Client Email: _____
 Client Phone: _____
 Address: 1083 Bowman Springs Road
 City: Kennedale
 State/Province: TX
 Zip/Postal Code: 76060
 Designer Name: Chris Dudley



REINFORCEMENT SCHEDULE:

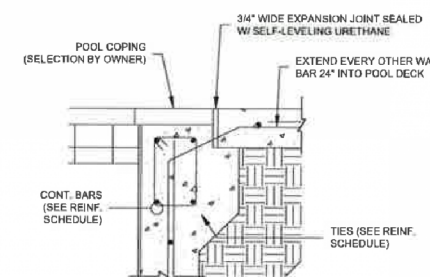
- FLOOR THICKNESS: 4" MIN
- FLOOR REINFORCEMENT: #4 REBAR @ 8" O.C.E.W.
- WALL THICKNESS: 4" MIN
- WALL REINFORCEMENT:
 - VERTICAL: #4 REBAR @ 8" O.C.
 - HORIZONTAL: #4 REBAR @ 8" O.C.
- REINFORCEMENT SHALL BE LAPPED 18" MINIMUM
- PERIMETER BEAM:
 - #4 CONTINUOUS HORIZONTAL BARS (DEFLECT BARS AROUND POOL SKIMMERS)
 - #4 TIES @ 12" O.C.
 - EXTEND EVERY OTHER WALL BAR AT LEAST 24" INTO POOL DECK

SUBGRADE PREPARATION:

- SUBGRADE TO BE PREPARED AND COMPACTED SUCH THAT POTENTIAL FOR MOVEMENT IS REDUCED TO 1/8" OR LESS (SEE NOTES ON ADDS).

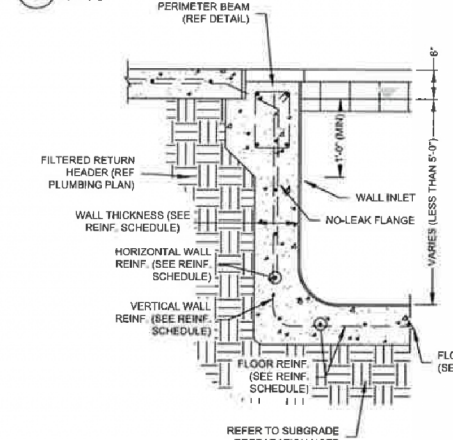
STRUCTURAL NOTES:

- QUILTS, "TORY PROCESS" PNEUMATICALLY PLACED CONCRETE MAY BE UTILIZED IN LIEU OF SHOOTNETS. THE PRODUCT MUST BE INSTALLED SUCH THAT THE COMPRESSIVE STRENGTH IS 4000 PSI AT 28 DAYS AND MUST BE INSTALLED BY AN ACI/ASA CERTIFIED NOZZLEMAN. QUILTS TEST PANELS SHALL BE CREATED DURING CONSTRUCTION SO THE CONCRETE CAN BE CURED AND TESTED BY A LAB TO VERIFY 28 DAY STRENGTH.
- REINFORCING STEEL SHALL BE ASTM A645 GRADE 60 (OR BETTER) DEFORMED BARS.

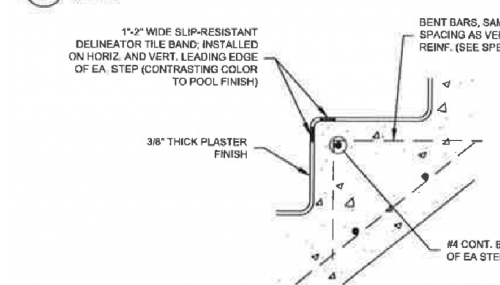


1 SWIMMING POOL CROSS-SECTION
1/2" = 1'-0"

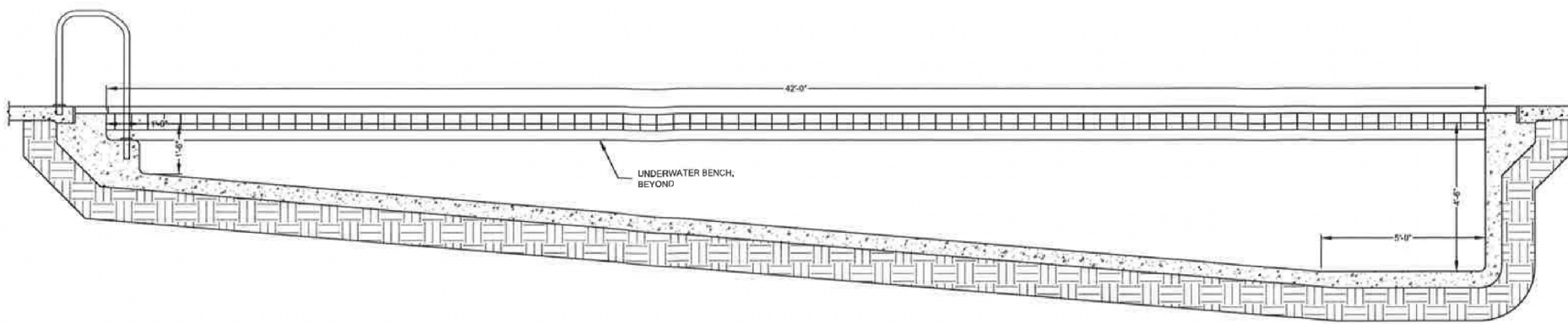
2 TYP. PERIMETER BEAM
1" = 1'-0"



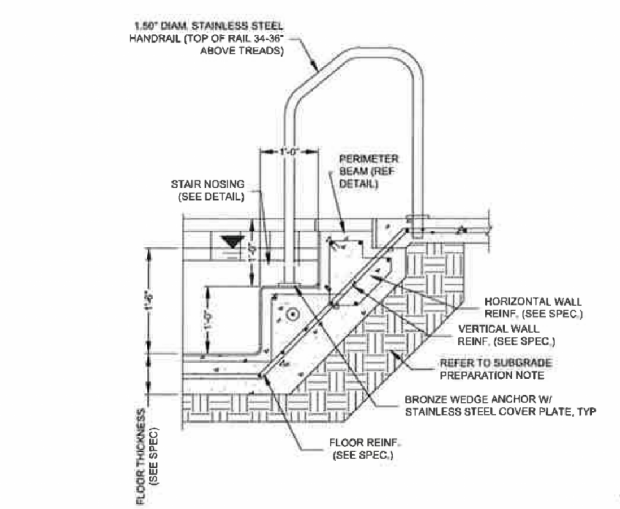
3 TYP. POOL WALL
3/8" = 1'-0"



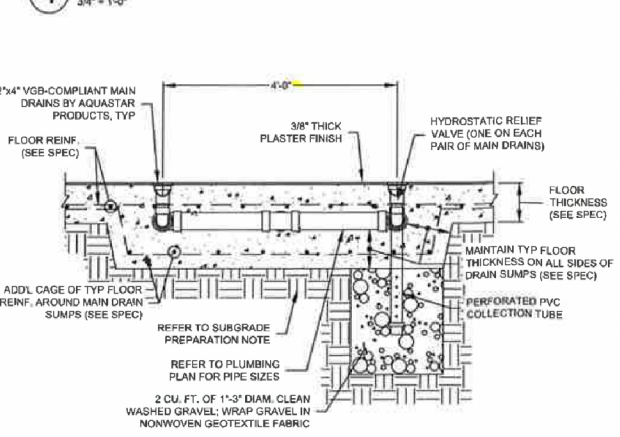
6 STAIR NOSING DETAIL
3/8" = 1'-0"



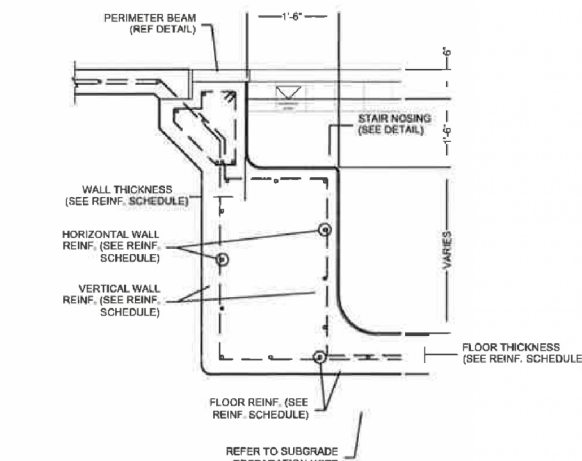
1 SWIMMING POOL CROSS-SECTION
1/2" = 1'-0"



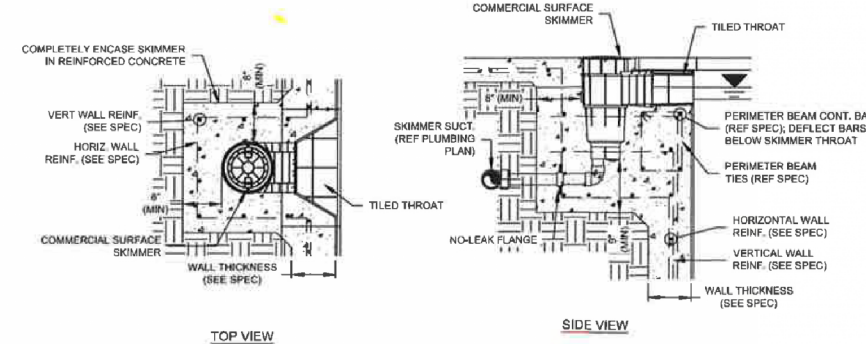
4 POOL STAIR DETAIL
3/8" = 1'-0"



7 TYP. CHANNEL DRAIN
3/8" = 1'-0"



5 POOL BENCH DETAIL
3/8" = 1'-0"



8 TYP. SURFACE SKIMMER
3/8" = 1'-0"

Scale: 1/32" = 1 ft

Spirals Gymnastics Inc.

“Our mission is to establish a premier aquatic facility dedicated to the Kennedale community. By providing a centralized hub for water safety education, recreational swimming, and private event rentals, we aim to enhance local quality of life and create a sustainable venue for community engagement.”



Building History!

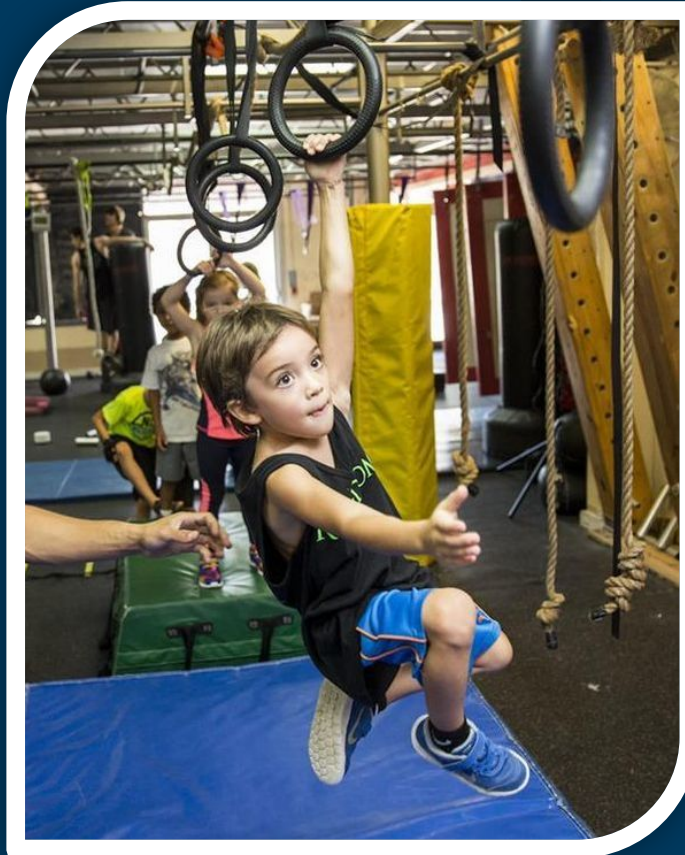
Spirals comes to Kennedale!



Purchased land in 2015 as part of the Urban Village project here in Kennedale. Building was completed and door opened late 2015. The goal was to offer a variety of programs that would benefit the families of Kennedale right in their own backyard. The programs we currently have for ages 3 and up are gymnastics, ninja, cheer, camp and tumbling. We also have been accredited a Texas Rising Star afterschool program serving all of the Kennedale ISD.



Currently across
all the various
programs, we
have over 3500
Kennedy
Family
part



What Are We Aiming To Build?

- **Enhancing Public Safety through Aquatic Literacy**

To reduce drowning risks and build confidence in the water.

The Proposition: This facility will serve as the primary hub for developmental swim lessons in Kennedale.

By providing structured aquatic education, we are addressing a critical safety gap and ensuring that every child in our community has the opportunity to learn life-saving skills in a controlled, professional environment.



- **Economic Vitality and Local Retention**

To keep recreational spending within Kennedale.

- **The Proposition:** Currently, Kennedale residents must leave city limits to access aquatic services. This project captures that local demand, generating revenue through rentals and programming that stays within our community. Furthermore, it creates seasonal employment opportunities for local youth, contributing to the professional development of our workforce.



•Strengthening Community Social Infrastructure

To provide a "third place" for residents to connect.

The Proposition: The facility acts as a multi-purpose social anchor for the city for families looking for aquatic activities including birthday parties, summer camp,, private lessons, social gatherings and community-wide events. we are fostering local pride and social cohesion.

This project transforms an empty lot into a vibrant "town square" where neighbors connect and celebrate milestones.



- Promoting Health and Wellness
Accessibility

To offer low-impact exercise options for all ages.

• **The Proposition:** We are committed to improving the physical health of Kennedale residents by providing a venue for low-impact cardiovascular exercise. From open swim for youth to "Gym and Swim" fitness programs, the pool provides a versatile platform for combating sedentary lifestyles across all demographics, including seniors and children.



20+ Years of Aquatic Excellence!

Spirals Swim Pal Aquatic Learning System™ Advantage

- **Accredited Methodology:** A proprietary system designed for maximum technical efficiency.
- **Accelerated Learning:** Proven to develop competent swimmers at a significantly faster rate than traditional instruction models.
- **Decades of Experience:** Over 20 years of continuous operation of outstanding curriculum and generations of active swimmers in community trust in the area.
- **Summer Season Impact**
- **150+ New Students** successfully integrated into the program annually.
- **100% Competency Goal:** Students transition from beginners to competent swimmers within a single season.

The pool itself will specifically be designed for a learn to swim program starting at 18 inches up to 4.5 feet. This design allows for even 3 years olds to stand up, taking away the fear of learning to swim. And because the pool will be shallow even at its deepest, it affords the safety needed around water.



A Premier Summer Experience: Kennedale

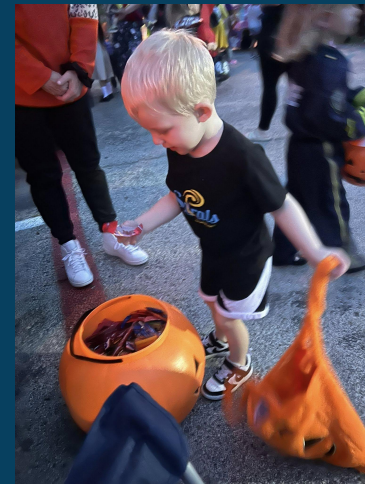
Beyond Standard Daycare: A Licensed Texas Youth Camp

- **Active Learning:** 50% of every day is spent outdoors in a structured, supervised environment.
- **On-Site Aquatics:** Immediate access to swimming eliminates travel time and maximizes pool time.
- **Diverse Curriculum:** A robust activity schedule that fosters development and fun:

- **Swimming:** Utilizing our accredited Swim Pal system.
- **Archery:** Professional instruction and skill-building.
- **Outdoor Activities:** Engaging group games and nature-based learning.



Spirals History Supporting the Kennedale Community!



MEETING DATE: JANUARY 27, 2026

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.A.

SUBJECT

PURSUANT TO §551.071 — Consultation with the City Attorney pertaining to legal matters.

ORIGINATED BY

SUMMARY

CP2- Contract Negotiations

RECOMMENDATION

ATTACHMENTS

MEETING DATE: JANUARY 27, 2026

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.B.

SUBJECT

Pursuant to 551.072 Deliberation regarding the purchase, exchange, lease or value of real property.

ORIGINATED BY

SUMMARY

Potential Land Purchase

RECOMMENDATION

ATTACHMENTS