

KENNEDALE CITY COUNCIL
AGENDA
REGULAR MEETING
September 12, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

II. WORK SESSION

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

- A. Update on water conservation and regional drought stages.
- B. Update on initiatives related to Village Creek.
- C. Update on status of jail and dispatch service contracts with the City of Mansfield.
- D. Discuss nominations to the 2013-2014 Tarrant Appraisal District Board of Directors.
- E. Discuss any other items on the agenda.

III. EXECUTIVE SESSION

- A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda and legal issues regarding the preparation of developer's agreements and oil and gas leases.

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

V. REGULAR SESSION

VI. ROLL CALL

VII. INVOCATION

VIII. UNITED STATES PLEDGE

IX. TEXAS PLEDGE

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

X. VISITOR/CITIZENS FORUM

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

XI. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

A. Information and updates from the City Manager, if any.

B. Information and updates from the Mayor, if any.

- Application deadline for city boards is September 20.

C. Information and updates from Councilmembers, if any.

XII. CONSENT ITEMS

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

A. Consider approval of minutes from August 9, 2013 budget workshop.

B. Consider approval of minutes from the August 8, 2013 regular meeting minutes.

C. Consider awarding a request for proposal for professional janitorial services to Member's Janitorial Services LLC, and authorizing the City Manager to execute an associated contract for service.

D. Consider approval of a Cooperative Technical Partnership Agreement with the North Central Texas Council of Governments regarding flood map modernization.

XIII. REGULAR ITEMS

A. Case PZ 13-04 to receive comments and consider approval on a request by Alluvium Development, Inc. for a zoning change for an approximately 45.5 acre tract from "R-2" Single Family Residential District to "PD" Planned Development District for property located at 925 Mansfield Cardinal Rd, legal description of J M Lilly Survey A 980 Tract 2 & A 985 Tract 3, Tarrant County, Texas.

1. Staff Presentation
2. Applicant Presentation
3. Public Hearing
4. Applicant Response
5. Staff Response and Summary of the Case

6. Action by the Council

B. Case PZ 13-03 to receive comments and consider approval of an ordinance amending Chapter 17, Article VI, "Zoning", of the code of ordinances of the City of Kennedale, Texas, as amended, by establishing new sections providing for creation and purpose, membership, organization, rules and requirements, and powers and duties of the board of adjustment.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary of the Case
4. Action by the Council

C. Public hearing to receive input on the Fiscal Year 2013-2014 Proposed Budget.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary
4. Council Action

D. Public hearing to receive input on the Fiscal Year 2013-2014 Tax Revenue Increase.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary

E. Consider approval of the city manager to execute a contract with the City of Mansfield for Public Safety dispatch and police jail services.

F. Consider approval of an Ordinance amending section 4-301(b)(3) of the City Code, requiring proof of insurance coverage from all contractors registering to work in the City of Kennedale.

G. Consider approval of an Ordinance amending compensation for Council, Board, and Commission members.

H. Consider adjusting the date of the October and November regular Council meeting.

XIV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact Amethyst Cirno, City Secretary, at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the September 12, 2013, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



Amethyst G. Cirno, City Secretary

Date: September 12, 2013

Agenda Item No: WORK SESSION - A.

I. Subject:

Update on water conservation and regional drought stages.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Current reservoir storage is at 66.3% and has been dropping at a rate of about 1% per week. Forecasting forward at this rate, storage could reach the Stage 2 trigger (60% capacity) by mid-October. Stage 2 set limits at once-a-week watering. In terms of rainfall, since January 1 of this year, DFW is only -5.27" below normal, but since April 2012, the rainfall deficit is more than 15". However, water use through 08/13 was averaging 90% of expected demands for this year, and demands through June and July were the third lowest for this time period when compared to the last decade of water use.

The Council may also wish to discuss lot sizes and their effect on water consumption and proper drainage in the city/ As a city we will continue to encourage water conservation at all times.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: WORK SESSION - B.

I. Subject:

Update on initiatives related to Village Creek.

II. Originated by:

Bob Hart, City Manager

III. Summary:

The City is participating with NCTCOG, the City of Arlington, and Tarrant County to secure a FEMA grant to conduct a Village Creek Watershed Flood Risk Identification Project. The grant program will be through the FEMA Cooperating Technical Partnership with Kennedale's match being \$67,700.

The study will establish floodplain elevations along the various tributaries feeding into Village Creek. The information will assist residents and property owners in calculating the new FEMA flood insurance exposure rates. The information will also be used in applying for future FEMA Hazard Mitigation grants and assist in the city's efforts to secure funding through the Corps of Engineers and TCEQ/EPA.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: WORK SESSION - C.

I. Subject:

Update on status of jail and dispatch service contracts with the City of Mansfield.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Please see detailed information in the staff report for item in the regular session of this packet.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: WORK SESSION - D.

I. Subject:

Discuss nominations to the 2013-2014 Tarrant Appraisal District Board of Directors.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see the attached information. Nominees will be placed on the regular agenda for the October 10 regular meeting.

Note: The City of Kennedale is allocated 6 votes for the actual election.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	TAD	20130905155730567.tif
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Jeff Law
Executive Director
Chief Appraiser

September 3, 2013

Mr. Bob Hart
City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

Dear Mr. Hart:

The terms of service for our five members of the Board of Directors will expire on December 31, 2013 and it is time to begin the process of conducting an election.

Based on the amount of the 2012 adjusted tax levy imposed by each eligible taxing unit, we have calculated the number of votes for your entity. The enclosed list will provide you with that information.

The first step in the procedure is the nomination of candidates. Each voting unit may nominate one candidate for each of the five positions to be filled. You are not required to make any nomination or you may nominate any number up to five. The County Tax Assessor/Collector is a member of the Board of Directors by law.

In order to be eligible to serve as directors, the 2013 nominees must have resided in the Tarrant Appraisal District for at least two years prior to January 1, 2014. They may serve on the governing body of a taxing unit in the Tarrant Appraisal District and still be eligible to serve as a Director. However, an employee of a taxing unit is prohibited from serving as a Director unless that employee is also an elected official of the governing body. A Director may not be related to a person who is in the business of appraising property for property tax purposes or represents property owners in proceedings in the appraisal district or who is employed by the appraisal district. A person is ineligible to serve as a director if he, or a business in which he has a substantial interest, enters into a contract with the appraisal district or enters into a contract with a taxing unit in the district, if that contract relates to the performance of an activity governed by Title I of the Texas Property Tax Code (for example, appraising property for tax purposes or determining eligibility for exemptions). A substantial interest exists where the person and spouse have a combined ownership of at least 10% of the voting stock or shares of a business, or either of them is a partner, limited partner or an officer. If you have questions concerning the qualifications of nominees for a Board position, please call the undersigned.

2500 Handley Ederville Road, Fort Worth, Texas, 76118 www.tad.org (817) 284-0024

Letter to Taxing Units
Election of Board of Directors
September 3, 2013
Page 2

The nominations for Directors, which must be made in an open meeting of your taxing unit, should be submitted by the presiding officer to the Chief Appraiser in the form of a resolution adopted by the governing body by October 15, 2013, giving the names and addresses of the nominees. A current resume or vita is also helpful.

The appointment calendar is as follows:

By October 15, 2013	Nominations by resolution
By October 30, 2013	Ballots listing nominees delivered to Presiding Officer
By December 15, 2013	Entity submits votes by resolution to Chief Appraiser
By December 31, 2013	Five (5) nominees receiving largest cumulative vote totals are elected
January 1, 2014	Board takes office for two year term

The duties of the Board are outlined in Chapter 6, Texas Property Tax Code. If you have any questions, do not hesitate to call the undersigned.

Sincerely,



Jeff Law
Executive Director
Chief Appraiser

JL:mm
Encl.

Date: September 12, 2013

Agenda Item No: WORK SESSION - E.

I. Subject:

Discuss any other items on the agenda.

II. Originated by:

City Council, City Council

III. Summary:

At this time the City Council may discuss any other items on the agenda.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda and legal issues regarding the preparation of developer's agreements.

II. Originated by:

Bob Hart, City Manager

III. Summary:

At this time the city council will meet in executive session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Information and updates from the City Manager, if any.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Information and updates from Bob Hart, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Information and updates from the Mayor, if any.

- Application deadline for city boards is September 20.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Information and updates from the Mayor, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Information and updates from Councilmembers, if any.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Information and updates from Councilmembers, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider approval of minutes from August 9, 2013 budget workshop.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

please see the attached minutes.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	minutes	08.09.2013 CC Minutes - Budget Workshop.doc
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**KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
August 9, 2013, 8:30 AM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

I. CALL TO ORDER

Mayor Clark called the meeting to order at 8:30AM.

II. ROLL CALL

Present: Mayor John Clark, Kelly Turner, Charles Overstreet, Liz Carrington, Frank Fernandez, Brian Johnson.

Absent: none

III. WORK SESSION

A. Fiscal Year 2013/2014 Proposed Budget workshop.

City Council met with the City Manager and department heads to go over the proposed FY2013-2014 budget.

IV. REGULAR ITEMS

A. Discuss and consider approval of a Resolution of the City Council of the City of Kennedale, Texas, approving the placement of a proposal on the September 26, 2013 City Council Public Meeting agenda to adopt a 2013 tax rate that will exceed the lower of the rollback rate or the effective tax rate; calling public hearings on a tax increase to be held on September 12, 2013 and September 19, 2013.

Motion: To consider adoption a tax rate for the 2013 tax year of \$0.7475 per \$100 valuation that will exceed the lower of the rollback rate or the effective tax rate.

The City Council hereby approves the placement of an item on the September 26, 2013 City Council public meeting agenda, such meeting being a special called Council meeting, to vote on a proposed tax rate of \$0.7475 per \$100 valuation that will exceed the lower of the rollback rate or the effective tax rate.

The City Council hereby calls public hearings on the proposed tax increase to be held in the City Hall Council Chambers located at 405 Municipal Drive, Kennedale, Texas 76060 on September 12, 2013 at 6:00 p.m. and September 19, 2013 at 6:00 p.m., such dates being weekdays which are not public holidays.

Action Approve, Moved By Brian Johnson, **Seconded By** Liz Carrington
Motion Passed Unanimously

V. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Brian Johnson, **Seconded By** Liz Carrington.

Motion Passed Unanimously

The meeting was adjourned at 4:35 PM.

APPROVED:

Mayor John Clark

ATTEST:

City Secretary Amethyst G. Cirimo

Date: September 12, 2013

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider approval of minutes from the August 8, 2013 regular meeting minutes.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached minutes.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	minutes	08.08.2013 CC Minutes.doc
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**KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
August 8, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

I. CALL TO ORDER

Mayor Clark called the work session to order at 5:30PM.

II. WORK SESSION

A. Discuss insurance requirements for contractors.

Bob Hart gave a brief background on this issue, noting that the city currently does not require a copy of liability insurance for contracting trades (plumbing, electrical, mechanical) with the exception of Plumbers. The state of Texas maintains liability insurance for the professional trades. Some cities require proof of insurance from general contractors and some do not. Council discussed the issue and suggested that in order to better guarantee a high level of reputable service from any contractor working within the city, we adjust our code to require proof of liability insurance.

B. Discuss Village Creek risk identification grant program.

This program would be done by the Council of Governments, and would assist us in our pursuit of altering the landscape at Village Creek. FEMA expressed interest in the Kennedale project and Council would like staff to pursue this grant when it becomes available.

C. Discuss Global Water contract change order.

Bob Hart noted that there was a discrepancy between the number of digits that our current water meter registers are able to read and the number of digits that are necessary to make the new water system function to its highest potential. The city's options are to either maintain the current system and replace the registers as needed over several years, or to finance the purchase, of which Global Water will complete at cost, and install 100% new registers now. Staff recommended replacing all registers.

D. Discuss health insurance bids.

Kelly Cooper approached the Council, noting that the city's claims ratio had been fairly low, around under 60%, however our current company, Blue Cross Blue Shield, came back with an 18% increase. Aetna came in as the best option, offering plans very similar to what the city has been using for the past year. Staff is recommended that Council consider approving the City Manager to approve a contract with Aetna which will include an HSA option, a PPO option, tele-doc, and a service that will allow employees to call for information on price comparisons for certain procedures. Staff is also asking that Council approve a one-time incentive of \$600 to anyone who selects the HAS for the upcoming year.

E. Effective Tax Rate & Rollback Tax Rate Summary.

Sakura Moten-Dedrick approached the Council, noting the annual budget and tax publication schedule.

F. Balanced Scorecard Report

Bob Hart gave a brief update on the scorecard, noting that the city is doing well operationally, but struggling in the areas of taxation balance and overall staff turnover.

G. Discuss other agenda items as needed.

III. REGULAR SESSION

Mayor Clark called the meeting to order at 7:00 PM.

IV. ROLL CALL

Present: John Clark, Frank Fernandez, Brian Johnson, Charles Overstreet, Kelly Turner, Liz Carrington

Absent: none

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

VIII. VISITOR/CITIZENS FORUM

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

One individual signed up to speak at the forum; however he will be speaking during item XI-E.

IX. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

A. Updates and information from the Mayor:

- The mayor recognized Krystin Sanders for bring Kennedale's greatest advocate for recycling in Kennedale and for her recent publication in the Mansfield Magazine.
- Recognize Library Summer Reading Program winners Brayden Thomas and Bailey
- 2013 board appointment process and schedule

B. Updates and information from Council, if any.

- Special presentation from Brian Johnson. Mayor John Clark was thanked for his years of work in building the Kennedale community and being an integral part of Kennedale's history.
- Councilmember Fernandez recognized several businesses for going above and beyond with regard to appearance, including cabinet, Wells Fargo, QT, Reds Roadhouse.
- Councilmember Turner noted that his mother and Keep Kennedale Beautiful member has been keeping a blog on gardening that is regularly posted on the Keep Kennedale Beautiful Facebook page.

C. Updates and information from the City Manager, if any.

- No updates were provided.

X. CONSENT ITEMS

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

A. Consider approval of minutes from July 11, 2013 regular meeting.

Motion To approve the consent agenda with a correction to item XI-B as discussed. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Frank Fernandez
Motion Passed Unanimously

XI. REGULAR ITEMS

A. Appointment of a councilmember to serve as the 2013-2014 Mayor Pro-Tem.

Motion To appoint Brian Johnson as the 2013-2014 Mayor Pro-Tem. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Kelly Turner.
Motion Passed Unanimously

B. Discuss and consider approval of an Ordinance establishing a Planning and Zoning Commission and repealing all previous establishing ordinances for that board.

Motion To approve an Ordinance establishing a Planning and Zoning Commission and repealing all previous establishing ordinances for that board, **Action** Approve. **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

C. Discuss and consider a resolution regarding a financing agreement for the purpose of procuring water meters and related technology.

Major discussion of this item was held during the work session. Staff recapped this discussion and recommended that Council approve the change order regarding this financing agreement.

Motion To. **Action** Approve Resolution 405 regarding a financing agreement for the purpose of procuring water meters and related technology., **Moved By** Charles Overstreet, **Seconded By** Brian Johnson.

Motion Passed 4-1.

Ayes: John Clark, Brian Johnson, Charles Overstreet, Kelly Turner, Liz Carrington

Nays: Frank Fernandez

D. Discuss and approve bid award for health, dental, vision, life and AD&D, and voluntary life insurance and authorize the City Manager to sign the agreements

This item was discussed at length during the work session.

Motion To award a bid award for health, dental, vision, life and AD&D, and voluntary life insurance and authorize the City Manager to sign the agreements, **Action** Approve. **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

E. Discuss and consider approval of Developers Agreement with DR Horton for Beacon Hill Phase II.

James Cowey approached the Council, noting that the agreement was very similar to the previous agreement for this area, however the developer has changed to DR Horton.

Motion To approve a Developers Agreement with DR Horton for Beacon Hill Phase II, **Action** Approve. **Moved By** Frank Fernandez, **Seconded By** Kelly Turner.

Motion Passed Unanimously

The Council recessed into executive session at 7:46PM.

XII. EXECUTIVE SESSION

A. The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Discuss City Manager performance related to code enforcement.

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

XIV. ADJOURNMENT

Motion To adjourn, **Action** Adjourn. **Moved By** Brian Johnson, **Seconded By** Liz Carrington.
Motion Passed Unanimously

The meeting was adjourned at 8:23.

APPROVED:

Mayor John Clark

ATTEST:

City Secretary Amethyst G. Cirimo

Date: September 12, 2013

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Consider awarding a request for proposal for professional janitorial services to Member's Janitorial Services LLC, and authorizing the City Manager to execute an associated contract for service.

II. Originated by:

Amethyst G. Cirmo, City Secretary and Communications Coordinator

III. Summary:

The City opened a request for proposals for professional janitorial services on July 31, 2013, and received 6 proposals. After appropriate evaluation of the proposals by the selection committee, it was determined that Member's Building Services LLC would be the most appropriate choice for the City at this time. This will save us approximately \$15,000 per year.

Staff requests that you award this contract to Member's Building Service LLC, authorizing the City Manager to execute the contract.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Proposal Evaluation	Tabulation.pdf
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	50%	30%	20%	
	Cost	Workplan	Exp & Ref	TOTAL
Oriental	35%	30%	16%	81%
Advantage	35%	5%	13%	53%
Emmanuel	45%	5%	4%	54%
Members	45%	25%	16%	86%
Mr. G's	45%	5%	15%	65%
M&R Quality	20%	20%	15%	55%

Date: September 12, 2013

Agenda Item No: CONSENT ITEMS - D.

I. Subject:

Consider approval of a Cooperative Technical Partnership Agreement with the North Central Texas Council of Governments regarding flood map modernization.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached materials in reference to this item.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	CTP-ILA All	CTP-ILA All.pdf
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THE STATE OF TEXAS

THE COUNTY OF TARRANT

**VILLAGE CREEK WATERSHED
INTERLOCAL AGREEMENT**

THIS INTERLOCAL Agreement ("Agreement") is entered into between the North Central Texas Council of Governments ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board; and _____, a local government duly incorporated or established under the Constitution and the laws of the State of Texas acting by and through its governing body; and other government entities consenting hereto,

WITNESSETH:

WHEREAS, Pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the Parties to this Agreement recognize that the Village Creek Watershed is a unique regional resource in the heart of a growing Metroplex; that local governments and other community organizations are responsible for the overall health, safety, and welfare of their citizens and thus must take the lead as stewards of the watershed; and that the actions of upstream and downstream communities within the watershed directly affect each other; and,

WHEREAS, the Parties to this Agreement have been cooperating and intend to continue cooperating with each other, in pursuit of a NCTCOG–FEMA CTP FY13 Project for the Village Creek Watershed; and,

WHEREAS, local government Parties are participating members of the National Flood Insurance Program and recognize the importance of accurate floodplain mapping and other tools to assist in making sound development decisions; and,

WHEREAS, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to implement any portion of the project, and that separate agreements may be negotiated and executed;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, agree and bind them as follows:

ARTICLE 1. – DEFINITIONS

For purposes of this Agreement

VILLAGE CREEK WATERSHED (HUC-10, 1203010204) – means the area of Tarrant County in which all land drains to Village Creek, upstream of the point where Village Creek joins the Trinity River West Fork. The Watershed begins in central, eastern Tarrant County in the southwestern portion of the City of Arlington and continues in a general southwest direction until terminating in northern Johnson County. For an illustration of the project area within this watershed see “Exhibit C.”

NCTCOG–FEMA CTP FY13 PROJECT – means the plan that will provide the framework to develop the hydrologic and hydraulic technical data for the Village Creek Watershed. Included as “Exhibit A”.

VILLAGE CREEK PROJECT COST SHARING – means the arrangement negotiated and executed by the North Central Texas Council of Governments, as Project Plan sponsor and partnering with the Federal Emergency Management Agency (FEMA) on behalf of the participants, each sharing the local cost of conducting the project as outlined in the NCTCOG – FEMA CTP FY13 Project and presented in “Exhibit B”.

VILLAGE CREEK WATERSHED COMMITTEE – means the committee that provides technical and policy guidance to NCTCOG regarding the Village Creek Watershed Project Plan, being comprised of one member and a designated alternate from each of the participating Parties; including Tarrant County, the City of Arlington, and the City of Kennedale.

TRINITY RIVER COMMON VISION – means the cooperative management and comprehensive approach taken to create intergovernmental partnerships by NCTCOG and other entities to address flood damage reduction, transportation, greenway, waste management, conservation, development and other appropriate elements to achieve a safe, clean, enjoyable, natural, and diverse Trinity River.

ARTICLE 2. – PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the following objective:

Develop hydrologic and hydraulic technical data to delineate a Village Creek urbanized 100-year floodplain through Tarrant County and the Cities of Arlington and Kennedale, an effort that is consistent with the objectives of Trinity River COMMON VISION. The NCTCOG –FEMA CTP FY13 Project designed to accomplish these purposes is attached to this Agreement as “Exhibit A.”

Provide an administrative structure through this Agreement for NCTCOG to execute the NCTCOG–FEMA CTP FY13 Project in association with NCTCOG’s consultant and to obtain cost-sharing funds from the participating Parties to accomplish the Project Plan. The Village Creek Project Cost Sharing is attached to this Agreement as “Exhibit B.”

ARTICLE 3. – ADMINISTRATIVE AND POLICY STRUCTURE

The administrative and policy structure under this Agreement is as follows:

A Village Creek Watershed Committee will provide technical and policy guidance for the cooperative project and make recommendations to NCTCOG; each Party that provides funding support to the project, except NCTCOG, will be entitled to appoint one member and a designated alternate to the Village Creek Watershed Committee.

NCTCOG will be the administrative agent under this Agreement, will contract the technical services outlined in Exhibit "A" to NCTCOG's consultant, and will coordinate the work program with the Village Creek Watershed Committee. Unless modified by the Village Creek Watershed Committee, each participating Party will contribute its share to NCTCOG for funding and allowable in-kind support as provided in Exhibits "A" and "B." One hundred percent of each Party's cost share will be invoiced by NCTCOG upon execution of the Agreement and will be payable in full within thirty (30) days after receipt.

This Agreement is recognized as a supplemental level of service, and is not intended to duplicate or diminish the products, assistance, representation, or services received by participating entities through NCTCOG membership.

In accordance with the Interlocal Cooperation Act, the Parties will make payment for services rendered under this Agreement from available current revenues.

ARTICLE 4. – RENEWAL AND AMENDMENTS

This Agreement will be effective for one year from the effective date of the Agreement, and will be considered automatically renewed for each succeeding year. A Party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the Executive Director of NCTCOG of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all Parties to this Agreement.

ARTICLE 5. – SEPARABILITY CLAUSE

If any provision in this Agreement of any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and the applications shall not in any way be affected or impaired thereby.

ARTICLE 6. – GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

ARTICLE 7. – INDEMNIFICATION

It is agreed that no Party to this Agreement shall be responsible for the acts of another Party to this agreement, and each Party participating herein indemnifies, releases and holds all other participating Parties harmless for all acts of its own officers, officials, agents and employees acting hereunder, to the full extent permitted by law.

ARTICLE 8. – MISCELLANEOUS

It is expressly understood and agreed that in the execution of this Agreement, neither the Parties to this Agreement nor NCTCOG waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of Parties hereto, and each hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

By entering into this Interlocal Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not in signatories hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Local Government Participant)

North Central Texas Council of Governments

Date: _____

Date: _____

Attachments: Exhibit A – NCTCOG –FEMA CTP FY13 Project Description
Exhibit B – Village Creek Project Cost Sharing
Exhibit C – Village Creek FY13 Project Map

EXHIBIT A

NCTCOG - FEMA CTP FY 13 Project



The North Central Texas Council of Governments (NCTCOG) is a proactive agency that has a long history of supporting floodplain management activities in our region comprised of 16 counties and covering over 24% of the population of the State of Texas. NCTCOG has been a Cooperating Technical Partner (CTP) with FEMA since 2004. In 2012, NCTCOG began Discovery projects in the West Fork Trinity and Elm Fork Trinity Watersheds in North Texas. NCTCOG looks to continue our partnership with FEMA moving forward and provides a dedicated team focused on moving North Texas communities and stakeholders to **ACTION** that will reduce the flood risk for our citizens.

Village Creek Watershed Flood Risk Identification Project

NCTCOG has long been an organization that brings communities and other stakeholders together to accomplish goals as a team. Moving forward with FEMA's CTP Program, NCTCOG proposes to coordinate watershed-based flood risk analysis projects. The Village Creek Watershed is an excellent first project because the key communities are already working together to determine how they can implement mitigation actions to reduce future losses from flooding. Residents of the Village Creek watershed and their property are continually threatened by severe storm events. There have been 20 major flooding events in the watershed since 1916. In 2010, the residents of this watershed experienced significant flooding as a result of Tropical Storm Hermine. Hydrologic and hydraulic analyses for Village Creek are over 25 years old and do not accurately represent the flood risk within this watershed. A Multi-Year Approach is proposed to accomplish the development of accurate flood risk information and Risk MAP products to give the communities the tools necessary to move toward Mitigation Actions. Each of the proposed projects below include survey, hydrology, hydraulics, floodplain mapping, and Risk MAP Product data development tasks. NCTCOG will manage this project and will solicit the local funding match from the communities. This first year project will be an excellent pilot project for developing a watershed based collaboration approach to be used throughout the region. Bringing several communities together, with NCTCOG serving as the regional organization to manage the project, all stakeholders will be able to accomplish the flood risk reduction goals that could not have been achieved by any one entity alone.



September 2010 Flooding in Kennedale along Village Creek

Multi-Year Plan Year	Project Area	Stream Miles	Estimated Project Cost
Year 1	Stream VC3 & Stream VC4	11.6	\$292,500
Year 2	Chambers Creek & Tributaries	8.6	\$190,000
Year 3	Elm Creek, North Fork of South Creek, Stream VC-5 & Stream VC-6	10.8	\$220,000

The exhibit on the following page shows the multi-year plan within the Village Creek watershed. NCTCOG proposed the Year 1 project as an FY13 CTP Project. The scope of work and costs are included below.

FY13 Project Task	Task Cost	Local Match	FEMA Contribution
Outreach	\$5,000	\$1,250	\$3,750
Develop Topographic Data	\$6,500	\$1,625	\$4,875
Perform Field Surveys	\$114,000	\$28,500	\$85,500
Develop Hydrologic Data and Perform Independent QA/QC	\$48,000	\$12,000	\$36,000
Develop Hydraulic Data and Perform Independent QA/QC	\$62,000	\$15,500	\$46,500
Perform Floodplain Mapping: Detailed Riverine and Perform Independent QA/QC	\$34,500	\$21,750	\$12,750
Develop DFIRM Database	\$4,500	\$1,125	\$3,375
Develop Non-Regulatory Products	\$18,000	\$4,500	\$13,500
Total	\$292,500	\$86,250	\$206,250

Village Creek HUC-10

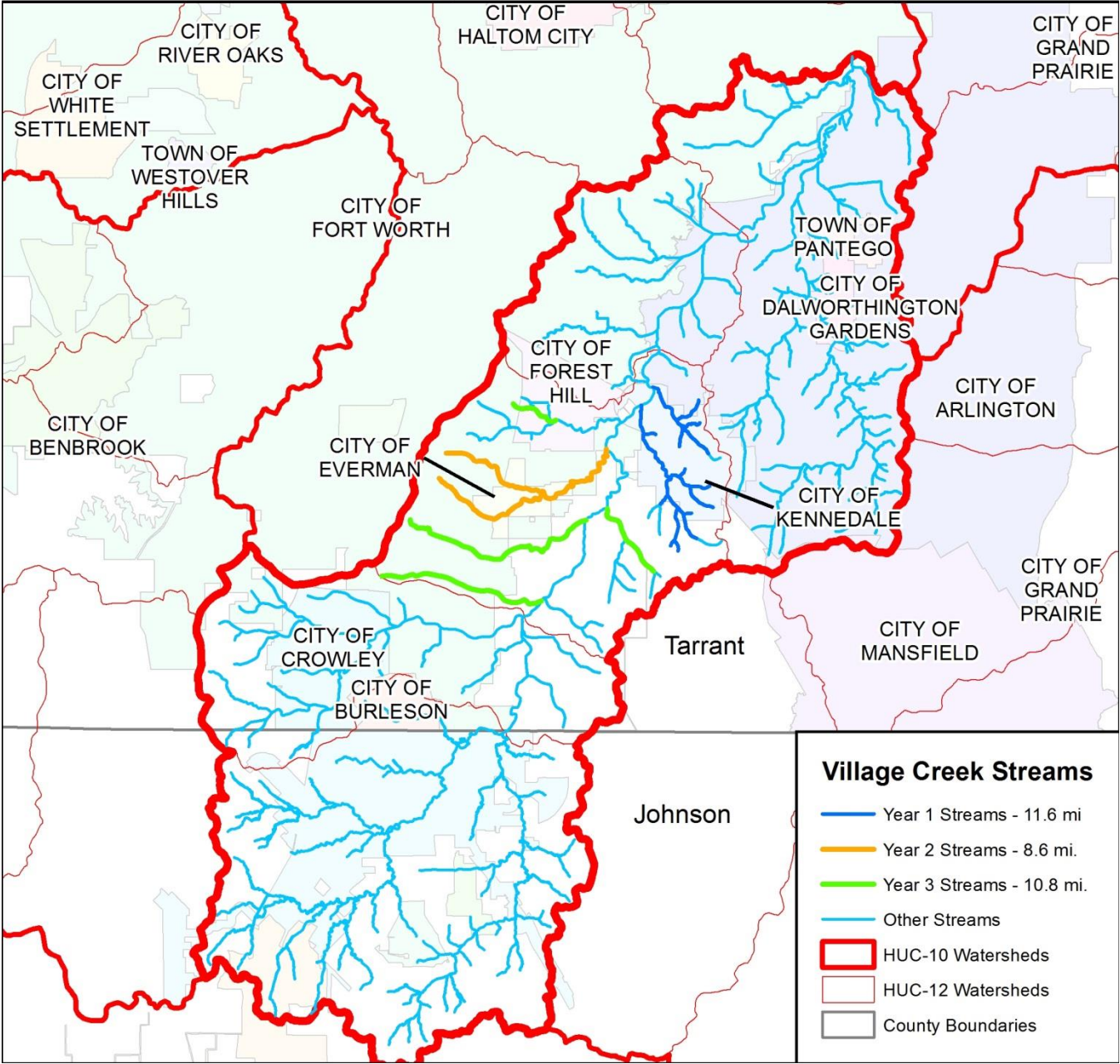


Exhibit B

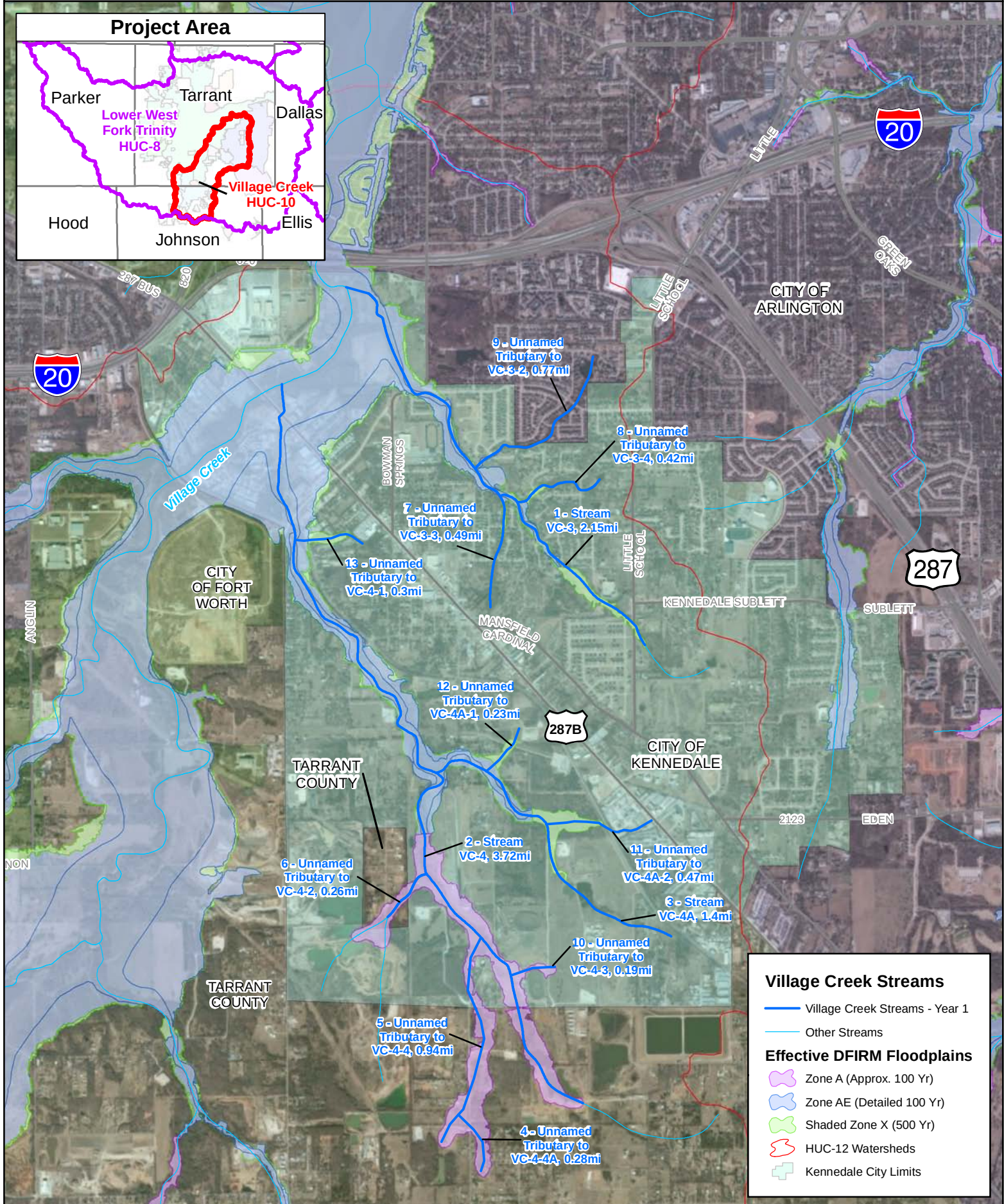
Village Creek Project Cost Sharing

NCTCOG Calculations

Political Area	Stream Length (miles)	Committed Cash Match
City of Arlington	0.88	\$ 3,850.00
City of Kennedale	9.95	\$ 67,700.00
Tarrant County	2.21	\$ 14,700.00
Total	13.04	\$86,250.00

FY13 Village Creek Watershed Flood Risk Identification Project

Figure 1 - Stream Miles with Current Floodplains



Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Case PZ 13-04 to receive comments and consider approval on a request by Alluvium Development, Inc. for a zoning change for an approximately 45.5 acre tract from "R-2" Single Family Residential District to "PD" Planned Development District for property located at 925 Mansfield Cardinal Rd, legal description of J M Lilly Survey A 980 Tract 2 & A 985 Tract 3, Tarrant County, Texas.

1. Staff Presentation
2. Applicant Presentation
3. Public Hearing
4. Applicant Response
5. Staff Response and Summary of the Case
6. Action by the Council

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

CASE NUMBER: PZ 13-04

REQUEST: Rezone property from "R-2" Single Family Residential District to "PD" Planned Development District (residential)

APPLICANT: Alluvium Development, Inc.

Overview and Background.

The Harper family owns a 45-acre parcel of land located on Little School Road and Mansfield Cardinal Road (see attached map). The property is currently zoned R-2 Single Family Residential, and the Planning & Zoning Commission approved a preliminary plat under that zoning classification several years ago. The preliminary plat has expired, but the R-2 zoning designation remains in place.

Terry Jobe, of Alluvium Development, met with city staff several months ago to discuss the possibility of developing the site as a residential subdivision. Because the city's existing zoning classifications do not fit the comprehensive land use plan, staff asked Mr. Jobe to consider submitting a request to rezone the property as a Planned Development in order to incorporate elements that are drawn from the comprehensive plan.

In addition to meeting with staff, Mr. Jobe also held a meeting with owners of property near the Harper property to get a better understanding of what their concerns might be. Drainage and traffic safety on Mansfield Cardinal Rd were two of the major concerns voiced during the meeting. Mr. Jobe has been working with an engineering firm to address the drainage issue. The city conducted a study of the tributary of Village Creek that runs through the property several years ago, and the engineer has reviewed the study and incorporated it into the drainage and grading plans.

Brief outline of proposed development standards.

The proposed ordinance, as originally written, would:

- * Allow only residential, open space, and related uses (no commercial or industrial uses are permitted).
 - * Allow four different lot sizes, all smaller than the R-2 minimum lot size.
 - * Require larger minimum house sizes.
 - * Require smaller setbacks.
 - * Establish a series of five detention ponds that serve to control the rate of storm water flow and also would be designed to serve as permanent natural amenities for the neighborhood.
 - * Require the same 80% masonry requirement as the R-2 zoning district requires, except for lots that border the north and east sides of the property. These buffer lots would be required to have 90% masonry, which is higher than is required in any other zoning district.
- A small number of lots (13) would be permitted to have front entry garages, due to the reduced lot width. These garages would be required to have ornamental garage doors, and the garage would be limited to no more than 50% of the front facade (to prevent the building of "snout" houses).
- * Establish a restriction on how often an elevation may be repeated (none of our standard zoning districts have this requirement).
 - * Requires non-turf landscaping (e.g., flower beds) to use high-efficiency irrigation systems, such as soaker hoses.
 - * Requires minimum sidewalk width of 5 feet (standard is 4 feet).
 - * Allows for a community garden to be established, if land is dedicated for that purpose and would be managed by a home owners' association (a community garden is not required, but it is permitted, reflecting the current trend to allow community gardening as a neighborhood amenity).

Staff Review.

Comprehensive Plan compliance.

The bulk of the property is categorized as "Neighborhood" in the Future Land Use Map. Neighborhoods are intended to be primarily residential in nature and should have a clear center that has a civic, public, or community use in which people can come together. Sample development types include (but are not limited to) single family residential, accessory dwelling units (guest houses), and small parks. The proposed PD very clearly meets this description, with the proposed development entirely residential in nature, except for the detention/open space features located in the center of the development.

The western and southern edges of the property are classified as "Neighborhood Corridor" in the future land use map. This district classification denotes areas where people can come together shop, eat, and socialize, and is generally expected to be the site of small retail or commercial uses. In this respect, the proposed development does not fit the future land use map. However, it should be noted that it is not intended that all of the properties shown in the FLUP as neighborhood corridor will develop as commercial uses. Kennedale does not have the population or the daily traffic to support that much commercial use. It is expected that some of the areas indicated as "neighborhood corridor" will develop as other land use types, and with that in mind, staff does not see a conflict between the proposed development and the comprehensive plan.

In addition to supporting the Future Land Use Map, the proposed rezoning also supports the following goals from the comprehensive plan:

Support a walkable built environment. The development is intended to have a more pedestrian-friendly environment than the standard subdivision permitted in Kennedale.

Promote human health and the environment. The development would use greenbelts "to bring open space into urbanized areas" (p. 4-2).

Promote access to housing. Although the proposed development would not be considered "affordable" in the sense of "affordable housing," the range of lot sizes and housing sizes will give more options for housing. Potential buyers or existing residents who prefer small yards, for example, would have access

to housing options that Kennedale does not offer currently.

Establish a sense of place. The proposed development, with the required front porches, series of open spaces/detention ponds, and wider sidewalks, would stand out from the typical subdivision in the region. Although other cities are beginning to adopt regulations similar to those proposed in this ordinance, the regulations are not standard across the region.

Compliance with other plans.

In 2009, the City adopted a strategic plan to guide the City's actions for the next five years. As the Commissioners who were involved in developing the plan may recall, one of the recommendations was to revise residential zoning standards to allow uses such as zero lot line homes, senior housing, and neo-traditional developments. While not falling neatly into any of these three categories, the proposed development would provide smaller yards desired by buyers of zero lot lines homes and senior housing. The smaller setback, front porches, and wider sidewalks are borrowed from neo-traditional zoning standards.

Staff believes the requested rezoning is in compliance with the strategic plan.

Other issues.

Our engineers have reviewed the preliminary drainage and grading plan and believe the preliminary plans as submitted are sufficient for this stage. When the property is platted, the plat applicant will submit detailed plans, which will also be reviewed by the engineers. Some changes from the preliminary plans could be made at that stage. Final plat approval will not be granted until adequate plans are submitted by the applicant. At this stage, however, only preliminary plans are needed, and our engineers say the submitted plans are sufficient at this time.

In terms of traffic safety on Mansfield Cardinal, the developer is willing to move the entrance location if needed.

Compliance with City Council priorities.

Staff reviewed the application for fit with the Council's goals set for the balanced scorecard. The scorecard's goals that relate to planning and zoning are:

Be a Sustainable, Attractive City

Be Family Oriented

Be a Sustainable, Attractive City

The "attractive" part of this goal includes activities such as code compliance that are not applicable to this case, but it also includes elements such as good design standards. The proposed ordinance requires, at a minimum, the same masonry standards as is required in other districts and also requires changes in elevations so that the homes in the neighborhood will have variety.

The soaker hose requirement is intended to help with water conservation, an issue of growing concern around the state. The smaller yard setbacks (the front yard setback, in particular) are also expected to help with water conservation.

Providing a range of housing options should make the neighborhood more attractive to a wider segment of the population, making it more economically stable and, therefore, more sustainable over the long-term.

Be Family-Oriented

The proposed standards require front porches for a majority of the homes. While front porches can't guarantee neighbors will interact with each other, they do provide a vehicle for residents to meet and to interact each other more easily. In addition, a front porch provides space for parents to more easily watch children playing outside, which allows children to play in the front yard more securely.

The sidewalk width is wider than the standard minimum in order to accommodate pedestrians better, in order to facilitate walking, whether for exercise, recreation, or visiting a neighbor.

The open spaces would provide extra areas for families to recreate together.

Staff Recommendation.

The rezoning requested is in compliance with the comprehensive plan and other city plans. In addition, it furthers the Council's recently-adopted goals through the balanced scorecard. Staff recommends approval of the Concept Plan and ordinance.

Recommendation of the Planning & Zoning Commission.

During its August meeting, the P&Z Commission recommended approval of Case PZ 13-04 with the following conditions:

1. Staff will add to the ordinance a requirement that there be a Home Owners' Association, which is related to the maintenance of the ponds, green areas, etc.
2. The developer must conduct a traffic study for entry/egress on Sonoma Drive.
3. House elevations should have more variety in use of stone, cedar, etc.
4. Houses backing to ponds or side of ponds shall have wrought iron fences.
5. Hardwood trees of a minimum of 2" caliper shall be planted for each house and along the street.
6. The developer will address the drainage on the property, and runoff is required to be less than is currently running off, utilizing the city's previous VC-3 study.
7. Staff will amend the language in the ordinance to make it clear that J-swing, side, and rear entry garages are all permitted.
8. Street lighting, signs, and benches shall be ornamental.
9. Front elevations shall be 100% masonry excluding ornamentation such as structural timbers or structural brackets, and siding shall be limited to the rear of the house.
10. All houses shall be a minimum of 90% masonry.
11. Houses shall have a minimum roof pitch of 8/12.
12. Fencing around the entire subdivision shall be masonry or pre-cast masonry, and the fencing must be installed before the houses are built.

The ordinance in your packet includes these recommended changes; the changes are underlined to make them easier to find.

Staff review of Planning & Zoning Commission recommendation.

1. Requirement that the developer conduct a traffic study

The City has already conducted a traffic study for this area, and staff does not believe an additional study is necessary. We therefore do not support this requirement recommended by the Commission.

2. Requirement for front elevations to be 100% masonry and for siding to be limited to the rear of the house

The proposed development as submitted by the applicant will meet a higher standard of design than is usually required for a residential subdivision in Kennedale (buffer lots are required to have 90% masonry, front porches are required, and elevations are limited in how often they can be repeated, etc.). Staff believes this requirement recommended by the Commission is not necessary to ensure a quality subdivision, and we do not support this requirement. We would support a modified version of this requirement, such as restricting siding to the rear elevation of homes located on corner lots or, for homes that can be seen from Little School Rd or from Mansfield Cardinal Rd, restricting siding to areas where it won't be seen from those streets.

3. Requirement that all homes be a minimum 90% masonry

The proposed development as submitted by the applicant will meet a higher standard of design than is usually required for a residential subdivision in Kennedale (buffer lots are required to have 90% masonry, front porches are required, and elevations are limited in how often they can be repeated, etc.). Staff believes this requirement recommended by the Commission is not necessary to ensure a quality subdivision, and we do not support this requirement.

4. Requirement regarding subdivision fencing

The standard requirement in Kennedale is to require a masonry perimeter fence be installed by the developer along the public streets surrounding the subdivision and then for privacy fences to be installed on remaining lots as houses are built (*Sec. 17-303(14) For residential subdivisions and the rear property line of nonresidential subdivisions, masonry screening walls shall be constructed adjacent to any street designated as thoroughfare, or larger, on the master thoroughfare plan*). This masonry recommendation was added by one of the P&Z Commissioners in response to a concern expressed by a neighboring property owner about children from the subdivision wandering onto his property and possibly becoming injured while on his property. While staff can understand his concern, we do not believe it warrants a requirement for a masonry wall to be installed around the entire subdivision. We therefore do not support this requirement recommended by the Planning & Zoning Commission.

Action by the City Council.

According to city code, the Council "may grant the requested zoning change; or it may change the zoning designation on a portion of such property; or it may initiate a request to consider changing all or a portion of such property to a district other than that requested and of a different character. Furthermore, notwithstanding any provision to the contrary, the city council acting on the recommendation of the planning and zoning commission or on its own initiative, in considering a rezoning application may consider and approve any zoning classification set forth in the city's adopted zoning ordinance having a lesser intensity and being more restrictive than the zoning designation requested by the applicant" (Sec. 17-429(f)).

Sample Motions.

I make a motion to approve the Concept Plan presented under Case PZ 13-04 and the adopting ordinance as originally written.

I make a motion to approve the Concept Plan presented under Case PZ 13-04 and the adopting ordinance with the changes recommended by the Planning & Zoning Commission.

I make a motion to approve the Concept Plan presented under Case PZ 13-04 and the adopting ordinance, with the following changes ...

I make a motion to deny Case PZ 13-04.

I make a motion to deny Case PZ 13-04 without prejudice.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

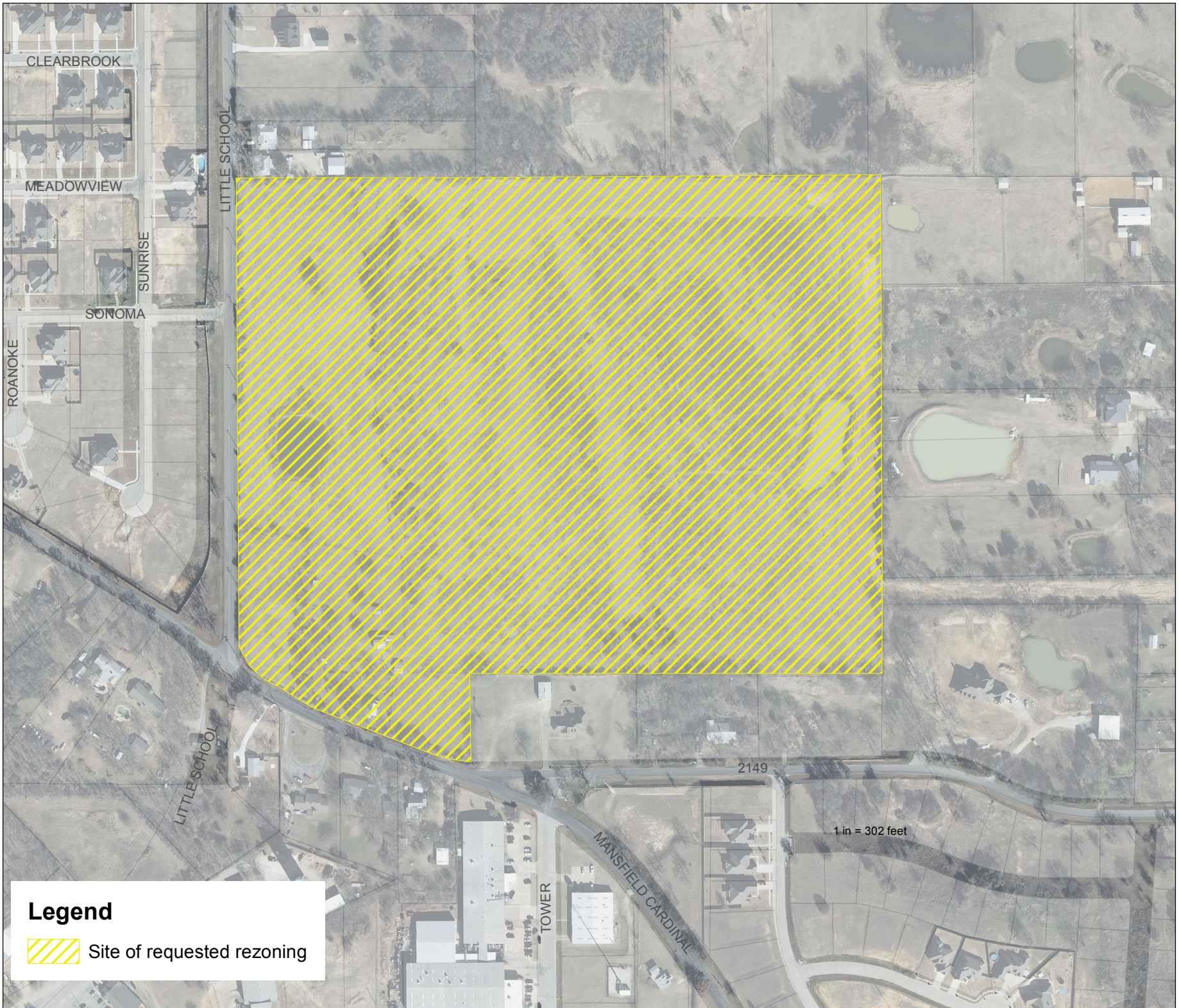
VII. Alternative Actions:

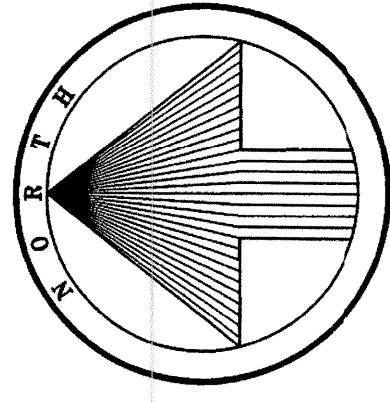
VIII. Attachments:

1.	PZ 13-04 map of site	PZ 13-04.pdf
2.	PZ 13-04 site plan	PZ 13-04 site plan.PDF
3.	PZ 13-04 site plan with lot types labeled	PZ 13-04 site plan (lots labeled).pdf
4.	PZ 13-04 preliminary drainage & grading plan	PZ 13-04 drainage & grading.PDF
5.	PZ 13-04 preliminary utility plan	PZ 13-04 utility plan.PDF
6.	PZ 13-04 application	pz 13-04 application.pdf
7.	PZ 13-04 sample elevations	PZ 13-04 elevations 8.5x11.pdf
8.	PZ 13-04 ordinance (draft)	PZ 13-04 draft PD ordinance (PZ rec).docx
9.	photos	PZ 13-04 photos.pdf

PZ 13-04

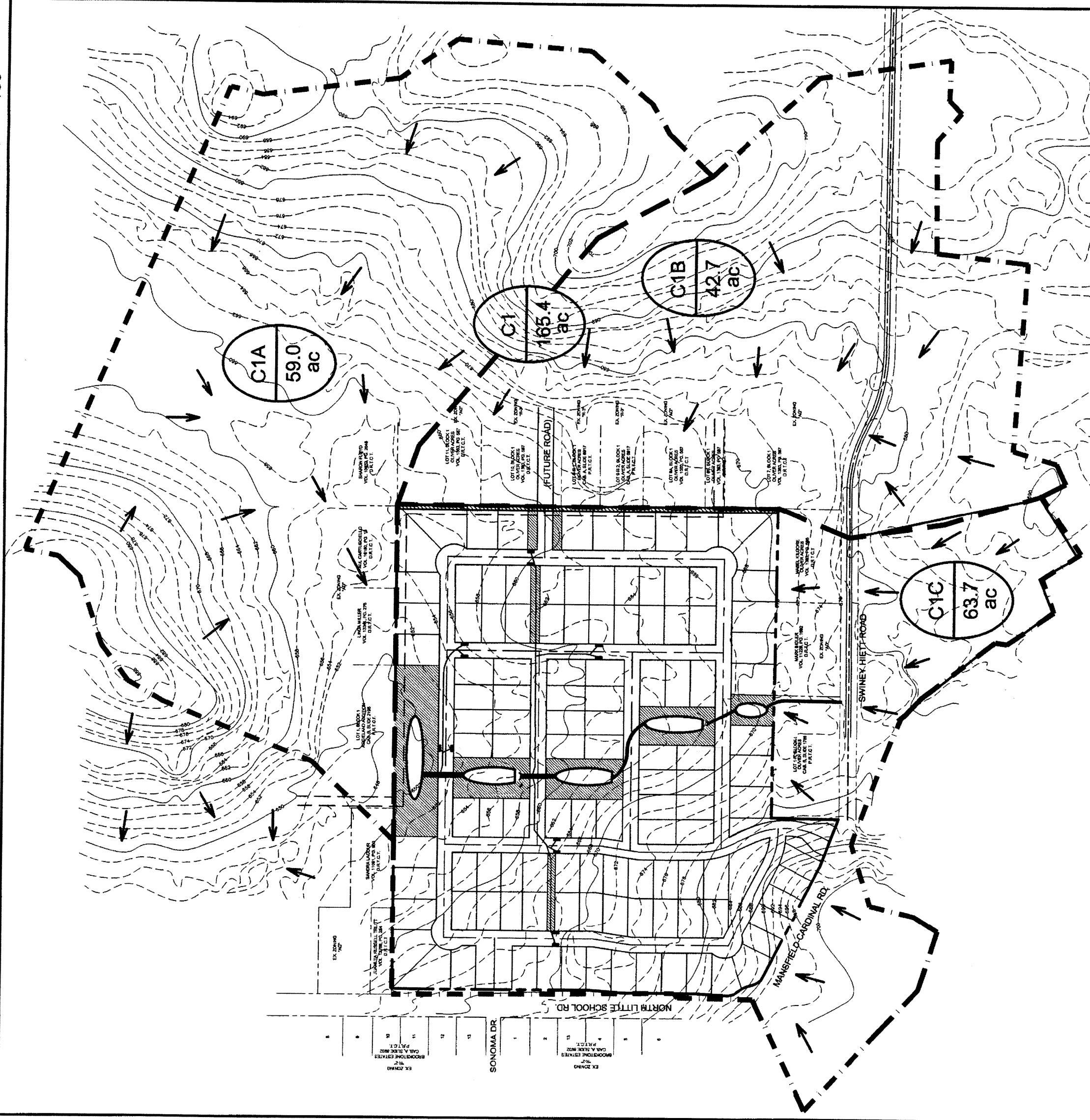
Parcels within 200' of rezoning request





SCALE: 1" = 100'

LEGEND	
EX. 2 FOOT CONTOUR INTERVALS	AREA DESIGNATION
PROP. 10 FOOT CONTOUR INTERVALS	XX
PROP. 2 FOOT CONTOUR INTERVALS	X.X ac
DIRECTION OF FLOW	ACRES
OVERALL BOUNDARY OF DRAINAGE	
PERKINS, JUNE 2007	
SUBBASIN DRAINAGE DIVIDE	PROPOSED PAVEMENT ELEVATION
	555



Drainage Area Map

SCALE: 1"=300'

PRELIMINARY
FOR REVIEW ONLY
DAYTON C. MACATEE, P.E., 65028
AUGUST 2013

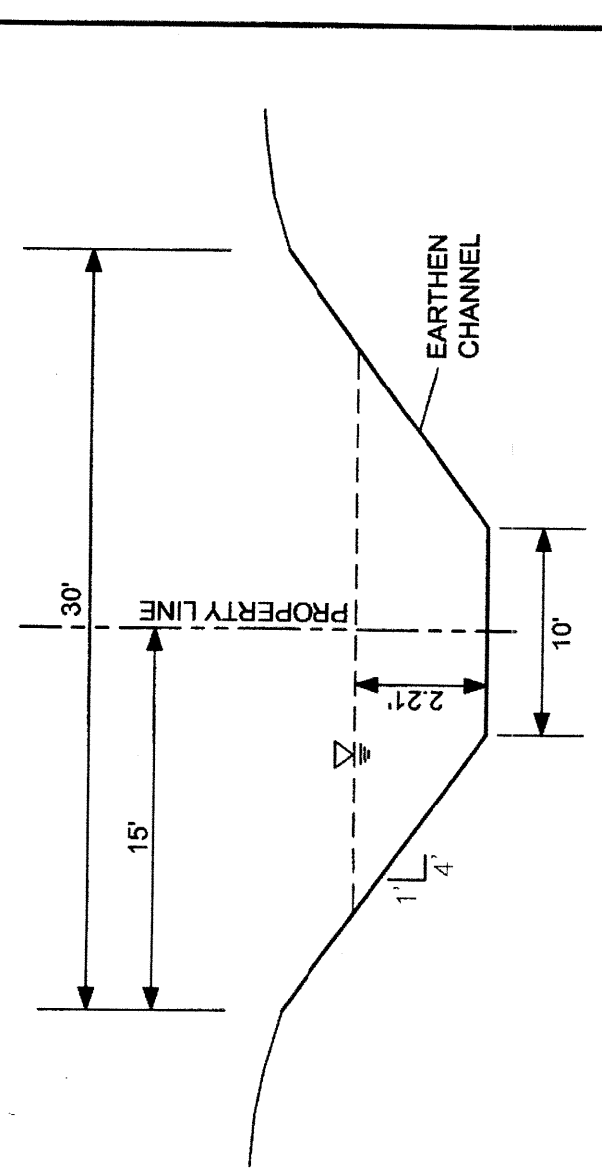
REV.	BY	DATE	DESCRIPTION

PRELIMINARY GRADING
& DRAINAGE PLAN

THE VINEYARD
CITY OF KENNEDALE
TARRANT COUNTY, TEXAS

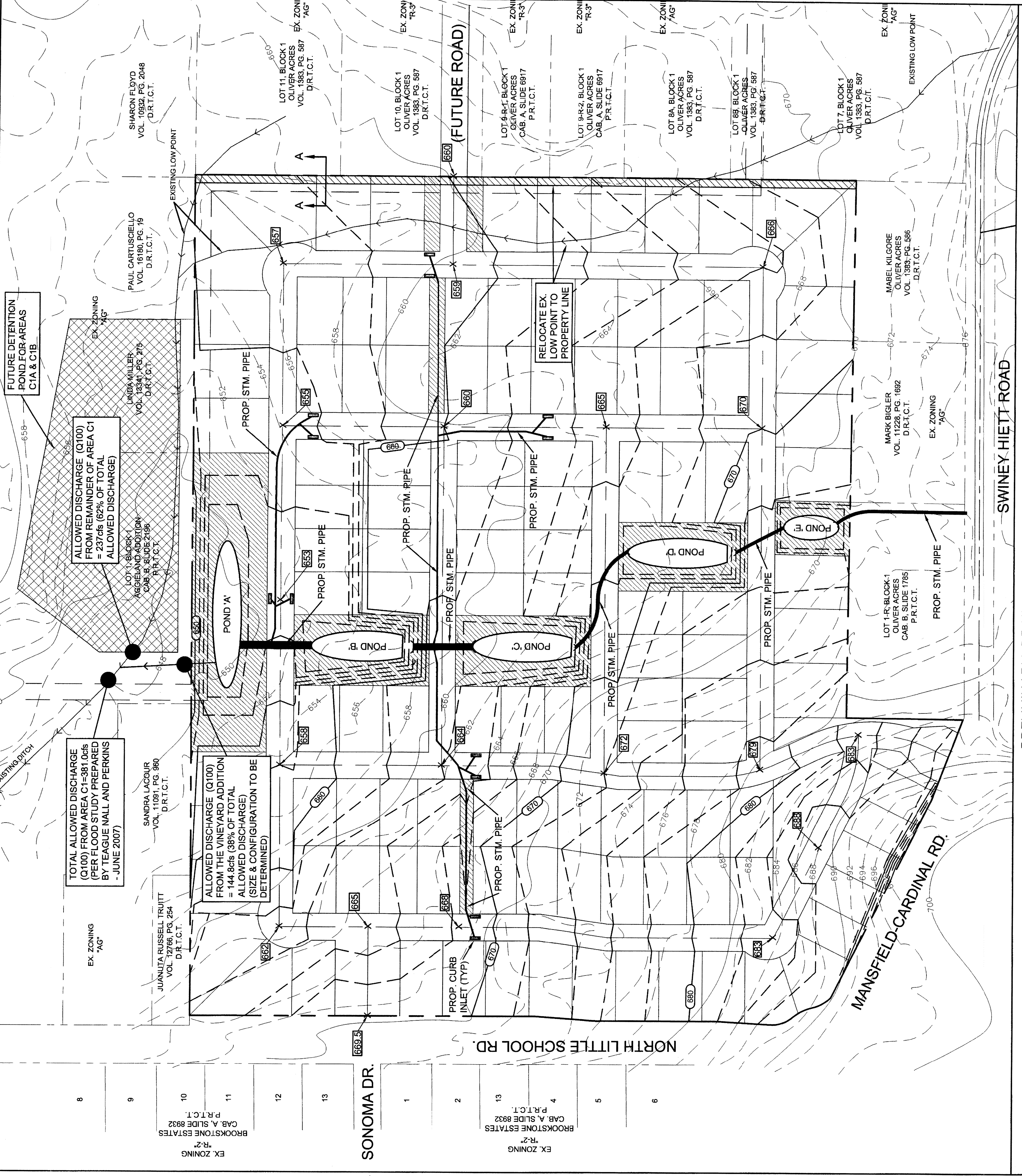
**MACATEE
ENGINEERING**
DAYTON MACATEE ENGINEERING, LLC
(Tex. Reg. No. F-456)
3519 WILES STREET
DALLAS, TEXAS 75209
TEL 214-373-1180 * FAX 214-373-6580
E-MAIL: daytonm@macatee-engineering.com

DESIGNED	DRAWN	DATE	DWG FILE	PROJECT #	SHEET NO.
MAC	PJF	08/5/13		T402	2 OF 2



SECTION A-A
N.T.S.

PRELIMINARY LOCATIONS OF THE
PROPOSED STORM LINES ARE
SHOWN. THE SIZE OF PROPOSED
STORM PIPES SHALL BE DETERMINED
DURING FINAL DESIGN.



SCALE: 1"=100'

AREA RUNOFF	
AREA	Q100
	(cfs)
C1A	59.00
C1B	42.70
C1C	63.70

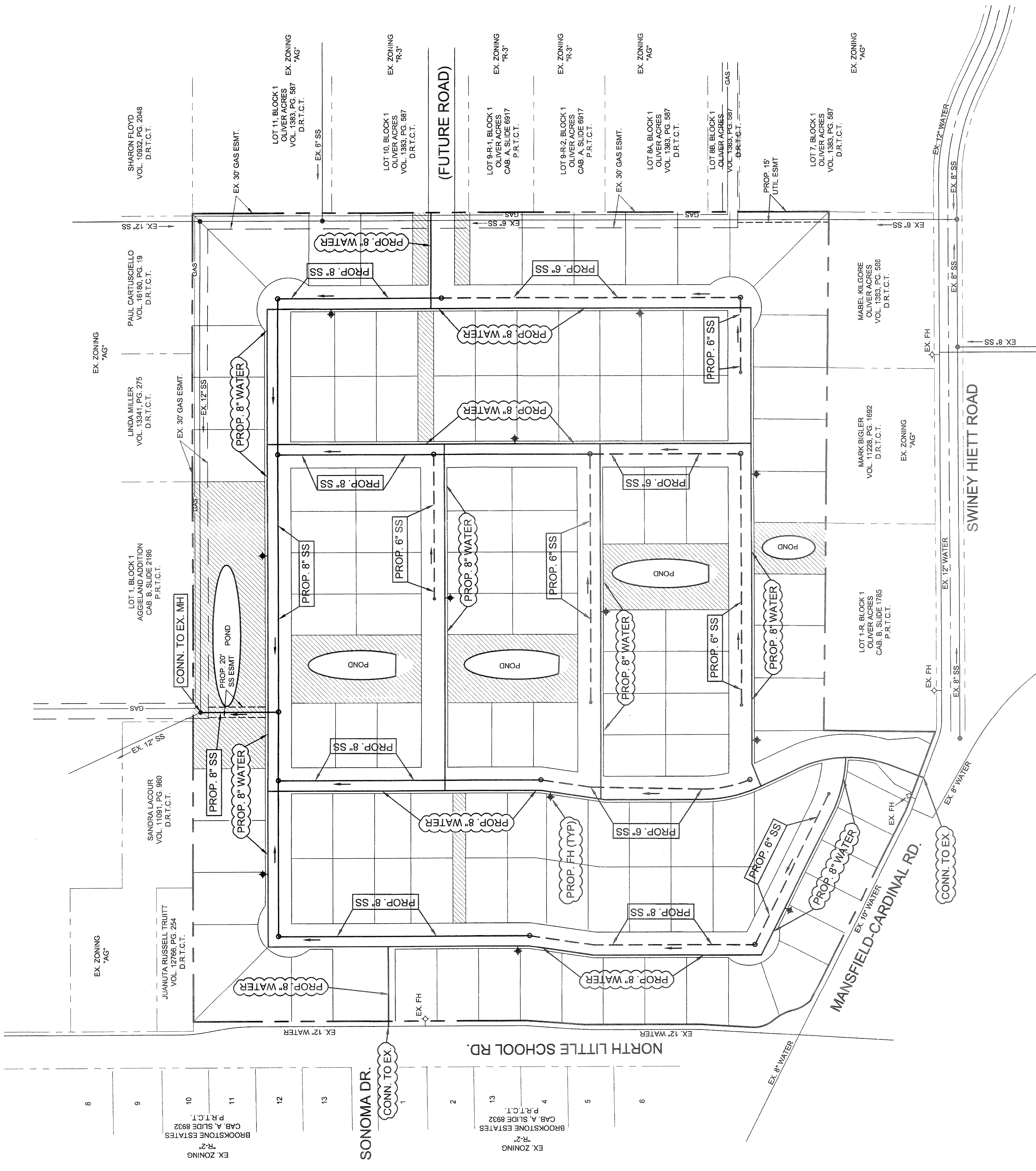
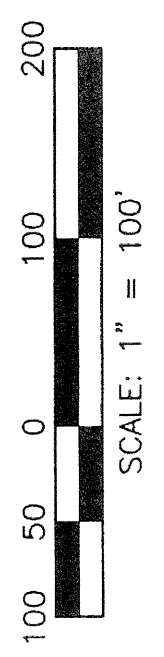
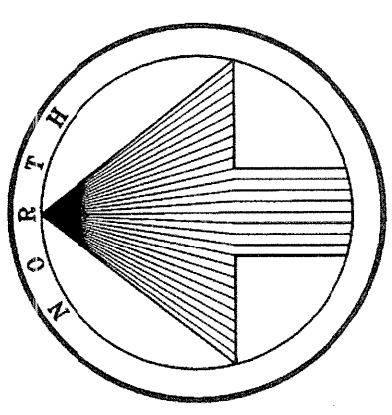
*BASED ON DEVELOPED RUNOFF SHOWN IN FLOOD
STUDY PREPARED BY TEAGUE NALL AND PERKINS (JUNE
2007) AND PERCENTAGE OF OVERALL DRAINAGE AREA
(C1=165.4ac)
**CALCULATED USING CURRENT 'C' VALUE FOR
RESIDENTIAL & 15 MINUTE TIME OF CONCENTRATION

PRELIMINARY POND CALCULATIONS FOR DRAINAGE AREA C1C	
POND	100yr W.S.
A	650.00
B	652.00
C	660.00
D	664.00
E	669

TOTAL DETENTION VOLUME REQUIRED	
REQUIRED STORAGE	Q2
68,595cf	Q10
106,774cf	Q25
130,833cf	Q100

***DETENTION STORAGE PROVIDED	
127,766cf	11,448cf
12,890cf	12,256cf
5,454cf	

***ALLOWABLE DISCHARGE IS 144.8cfs
FULLY DEVELOPED RUNOFF IS 280.0cfs



PRELIMINARY
FOR REVIEW ONLY
DAYTON C. MACATEE, P.E., 65028
AUGUST 2013

REV.	BY	DATE	DESCRIPTION

PRELIMINARY UTILITY PLAN	
THE VINEYARD	
CITY OF KENNEDALE	
TARRANT COUNTY, TEXAS	
MACATEE ENGINEERING DAYTON MACATEE ENGINEERING, LLC (Tex. Reg. No. F-456) 3519 MILES STREET DALLAS, TEXAS 75209 TEL 214-373-1180 * FAX 214-373-6580 E-MAIL: daytonm@macatee-engineering.com	
DESIGNED MAC	DRAWN PWF
DATE 08/5/13	DWG FILE TJ402
PROJECT #	SHEET NO. 1 OF 2

PETITION FOR
CHANGE OF ZONING CLASSIFICATION

ZONING CASE # PZ 13-04
(assigned by city staff)

DATE:

City Council
City of Kennedale
Kennedale, Texas 76060

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

You are hereby respectfully requested to approve the following request for a change of zoning classification.

To change the zoning classification of the property described on Exhibit "A" attached, from its current zoning classification of "R-2" (S.F. Residential) to that of "PD" (Planned Development) in its entirety as shown on Exhibit "B" attached. The property totals some 46.2 acres. for S.F. Residential

Legal Description is Attached

Present use of the property is Ag. Exempt

Address of the property is _____

Property Owner's Name: John L. Harper and John L. Harper, III

Address: 3401 W. Hwy 22
Corsicana, TX 75110

Telephone Number: 903-654-3395

Applicant's Name: ALLUVIUM DEVELOPMENT INC

Address: 3526 ROUTH ST
DALLAS, TX 75219

Telephone Number: 817. 995. 9500

THIS IS TO CERTIFY THAT THE HARPER'S, JOHN & JOHN III IS THE SOLE OWNER(S) OF THE PROPERTY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ON THE DATE OF THIS APPLICATION.

John L. Harper
Owner Signature

John L. Harper III
Owner Signature

EXHIBIT "A"

DESCRIPTION OF PROPERTY

BEING 46.192 acres of land in the J.M. LILLY SURVEY, ABSTRACT NUMBER 980 and the J.M. LILLY SURVEY, ABSTRACT NUMBER 985, Tarrant County, Texas and being all of that certain tract of land conveyed to John L. Harper according to the deed recorded in Volume 5162, Page 37, Deed Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a "pk" nail found, being the southwest corner of said Harper tract and the center of North Little School Road, said pk nail also being approximately 307 feet north of the southwest corner of said J.M. Lilly Survey, Abstract Number 980;

THENCE, North 00 degrees 01 minutes 42 seconds East, generally along the center of said North Little School Road, 1157.95 feet to a 1/2" iron rod set for corner with a red cap stamped "CSI";

THENCE, South 89 degrees 58 minutes 20 seconds East, at 26.67 feet passing a 1/2" iron rod found for corner being the southwest corner of a tract of land conveyed to Jaunita Russell Truitt according to the deed recorded in Volume 12766, Page 254, D.R.T.C.T. and continuing in all, along the north line of said Harper tract, 1605.46 feet to a 1/2" iron rod set for corner with a red cap stamped "CSI";

THENCE, South 00 degrees 03 minutes 58 seconds West, along the West line of Lots 7-11, Block 1, Oliver Acres according to the plat recorded in Volume 1383, Page 587, D.R.T.C.T., 1266.29 feet to a 1/2" iron rod set for corner with a red cap stamped "CSI";

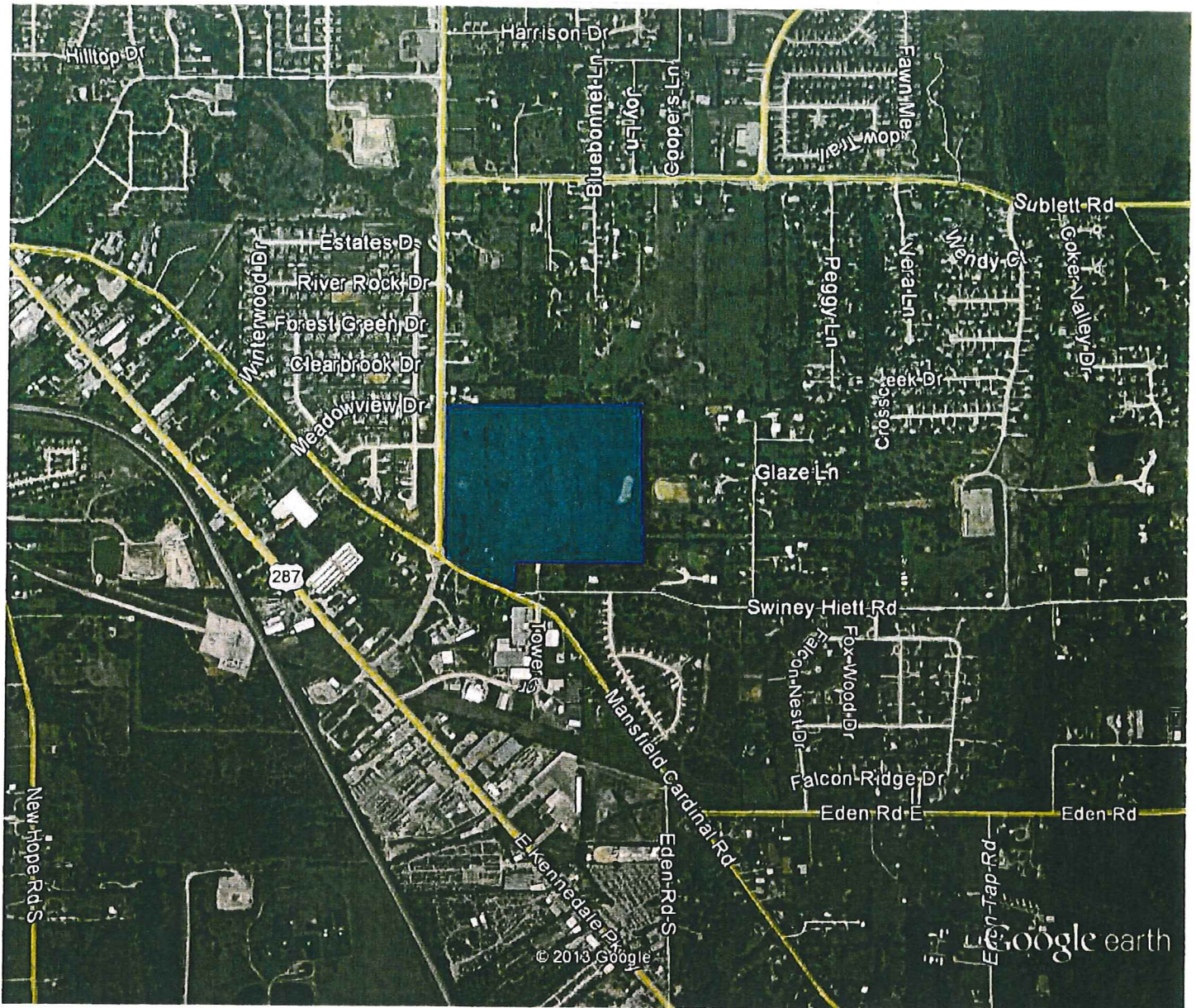
THENCE, North 89 degrees 16 minutes 07 seconds West, along the north line of Lots 1-5, Block 1 of said Oliver Acres, 1000.90 feet to a fence post found for corner, said fence post being the northwest corner of Lot 1-R, Block 1, Oliver Acres according to the plat recorded in Cabinet B, Slide 1785, P.R.T.C.T.;

THENCE, South 00 degrees 43 minutes 53 seconds West, along the west line of said Lot 1-R, Block 1 Oliver Acres, 245.98 feet to a 1/2" iron rod set for corner with a red cap stamped "CSI";

THENCE, North 63 degrees 17 minutes 05 seconds West, along the most southerly line of said Harper tract and along Mansfield Cardinal Road, 672.44 feet to the POINT OF BEGINNING.

The tract of land herein described contains 46.192 acres of land.

EXHIBIT "B"



Google earth

feet 4000
km 1





3519 Miles Street
Dallas, Texas 75209
Tel. (214) 373-1180
FAX (214) 373-6580

July 19, 2013

City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

Attn: Rachel Roberts
City Planner
Re: The Vineyard

Change in Zoning: R-2 to PD

Dear Ms. Roberts,

Please accept this application on behalf of John Harper, John Harper III and Alluvium Development, Ltd. requesting the zoning for the Harpers' property be changed from "R-2 – Single Family Residential" to "PD – Single Family Residential". This development hopes to achieve elements of the City's "Comprehensive Plan Update", prepared by Halff Associates in March 2012.

In General: The development will feature a mix of lot sizes and home sizes. All homes will have covered front porches to encourage community interaction along the enhanced streetscape. The proposed street rights-of-way will be wider than standard to allow for meandering sidewalks and public amenities such as benches and shade trees. The two entrances will have divided pavement and enhanced landscaping. Additional dedicated public parks and open spaces comprising over 10% of the project (approximately five (5) acres) will enhance the quality of life for the residents. Finally, there will be two narrower (25'-30') public access ways to help pedestrians circulate from the perimeter streets toward the internal parks and ponds.

Home Specifics: The project will provide 117 single-family home sites having a variety of garage configurations and home sizes as follows:

- Perimeter lots adjacent to neighboring landowners will have minimum 3,000 s.f. homes.
- All remaining lots will have minimum 2,200 s.f. homes.
- All garages will be side, J-swing or rear entry with the exception of the 70' lots (13 max.). Corner lots are allowed side entry garages with the garage facing the side street.
- Roof pitch will have a minimum pitch of 8:12.
- All houses will have covered front porches; 15% will have large sitting-style covered porches.
- Elevations may only be repeated every 4th lot. No repeat elevations are allowed directly across the street.
- Setbacks: Front – 15', Rear – 15', Sides – 20' Total (10'+10' or 15'+5').

The Vineyards
Request for Zoning Change
July 19, 2013

Street Specifics: The streets within the development will be public 60-foot rights-of-way with pavement that is 27 feet wide. The resulting 16.5-foot parkways will be enhanced with meandering sidewalks, benches and shade trees.

Existing Infrastructure: Public streets, water mains and sanitary sewer mains are available at the property boundary. They will be extended to serve the project. The creek where the site's drainage will outfall is unimproved. Therefore, the proposed ponds will be used for retention to mitigate the effects of the project and protect the welfare of the downstream landowners.

Public Open Spaces: The public open spaces will be enhanced with sidewalks, shade trees and benches to encourage neighborhood use.

Ownership: The current landowners, the Harpers, are joining the develop in the effort to rezone the property. The current intent is to consummate the sale upon successful resolution or our zoning request. Alluvium Development, Ltd. is purchasing and developing the property with the intent of selling the lots to a single builder. The builder has provided input on and is supportive of the requirements stated above.

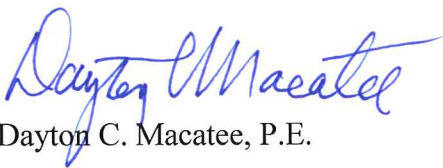
Timing: The developer intends to commence design and construction immediately upon receipt of a favorable outcome of this zoning request. It is unknown whether the site will be developed in one or two phases. Regardless, all of the infrastructure necessary to properly serve the subdivision will be part of the initial construction. All of the primary drainage system and retention ponds will be constructed with the initial construction. The first home sites should be ready for sale within a year of commencing design.

Statement of Accurate Portrayal: I, the undersigned, confirm the statements made herein and the information provided on the accompanying documents are true and accurate to the best of my knowledge, and represent a reasonably accurate portrayal of the general nature and character of the proposals.

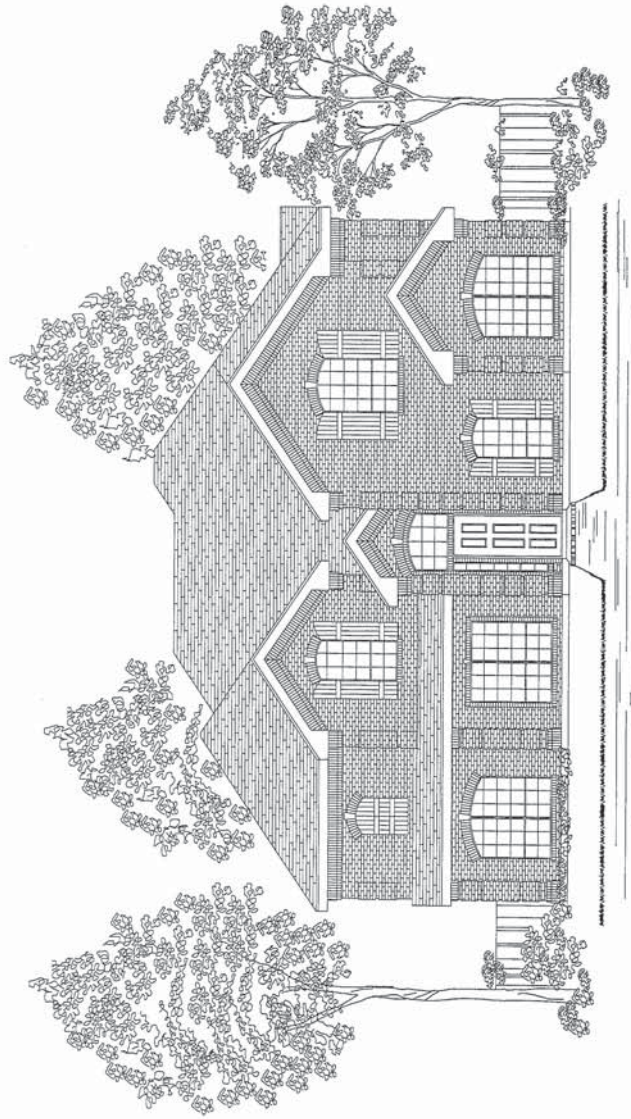
We believe the neighbor resulting from the City's approval of this Change of Zoning request will be consistent with the City's "Comprehensive Plan Update" and an asset to Kennedale. Please let us know if you have any questions.

Sincerely,

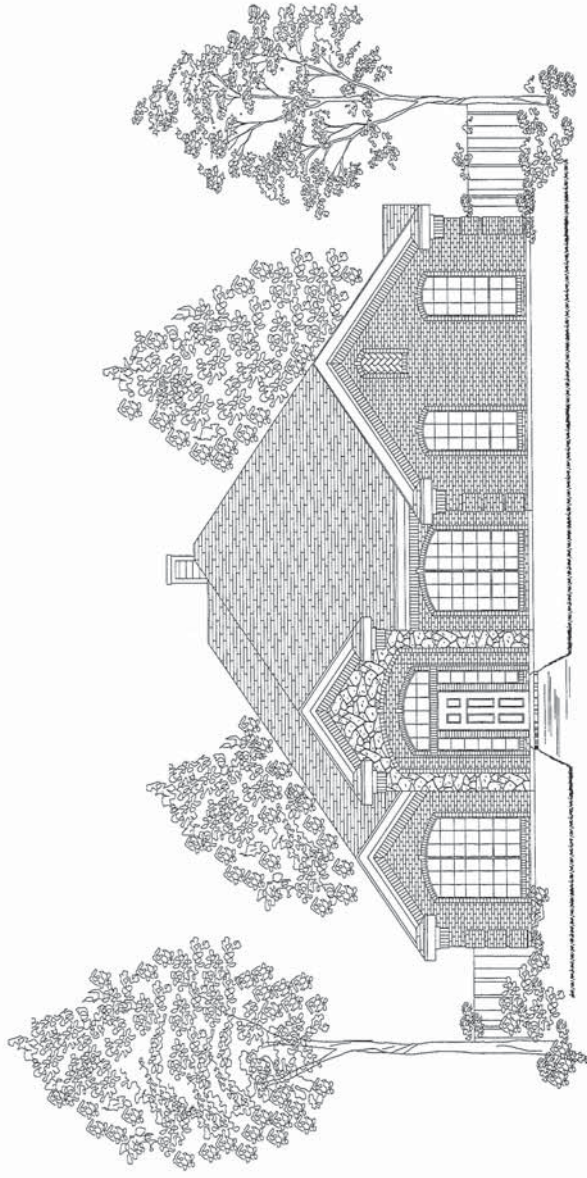
MACATEE ENGINEERING



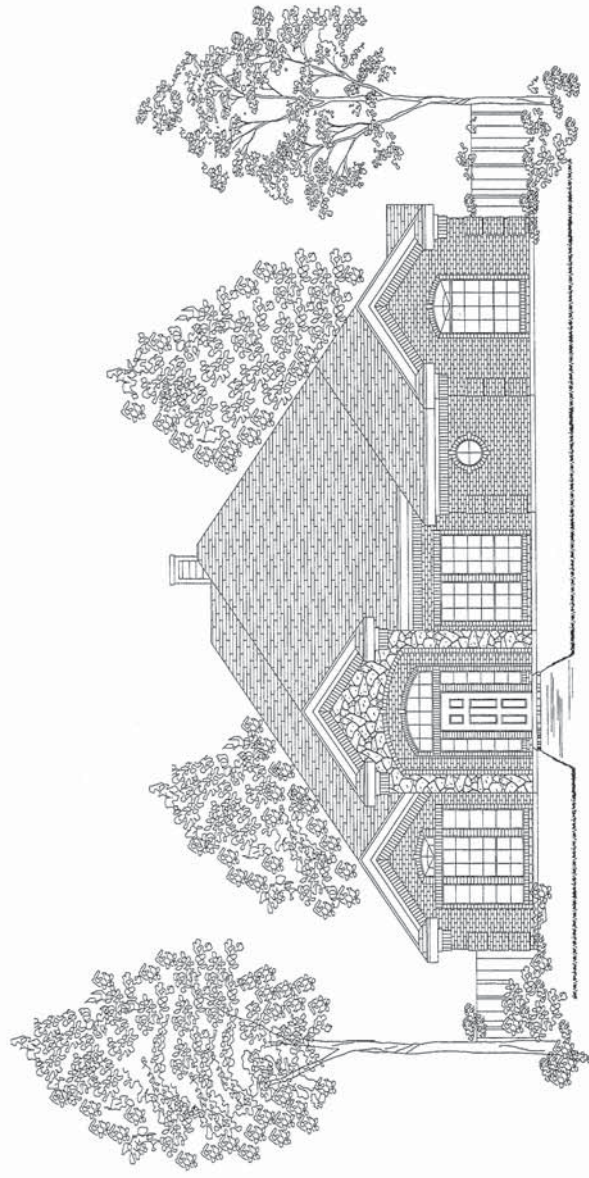
Dayton C. Macatee, P.E.



C
WITH OPTIONAL
COVERED PORCH

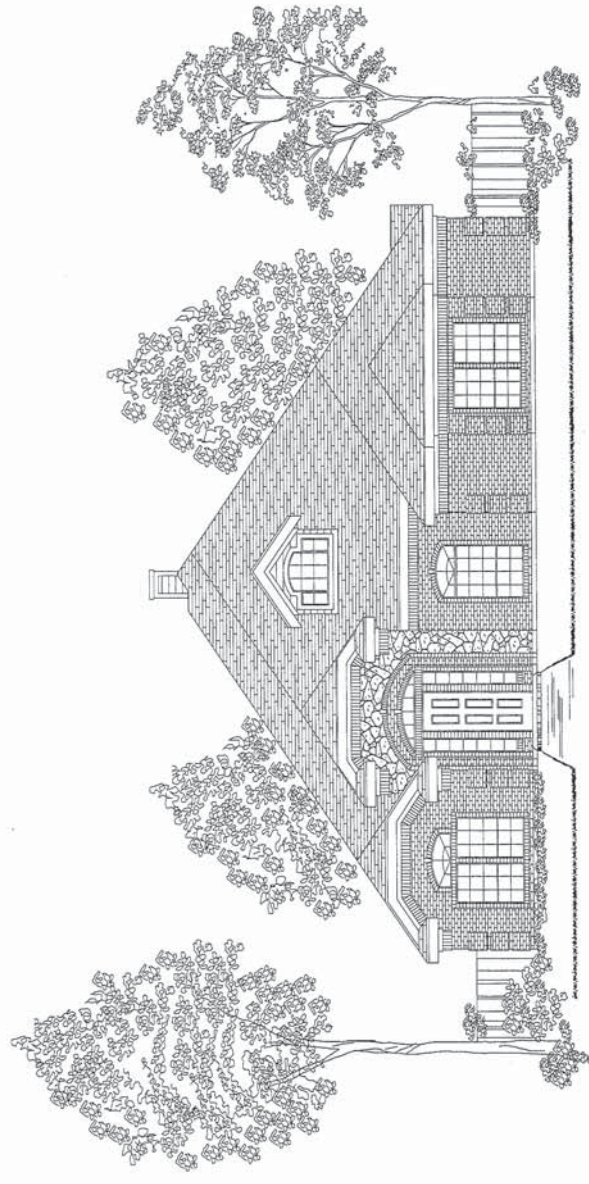


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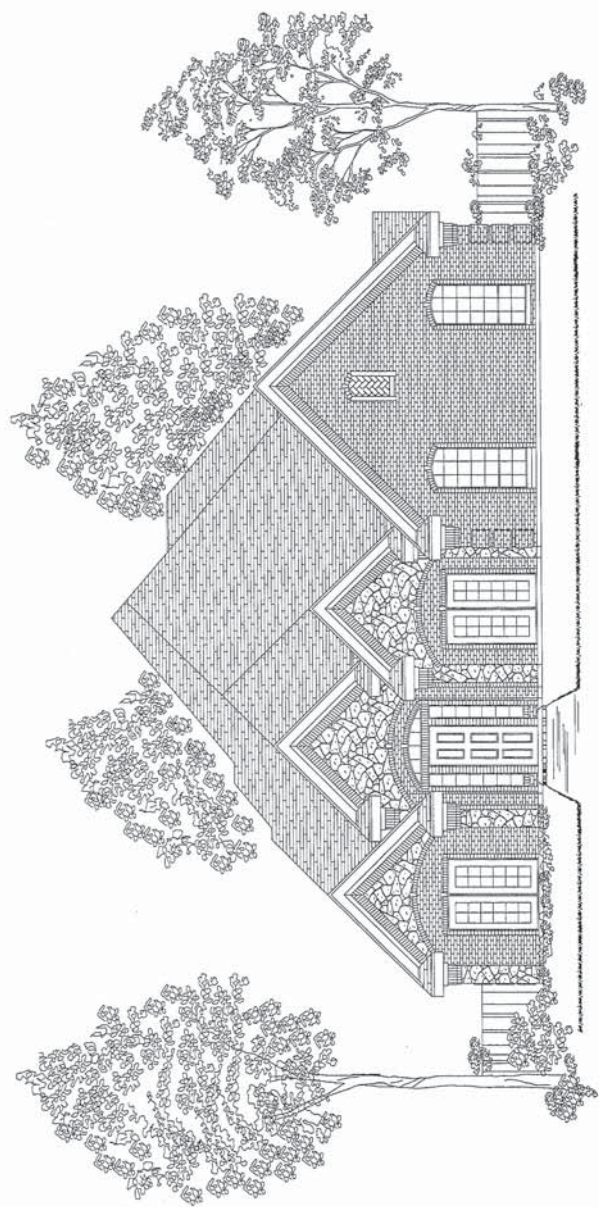


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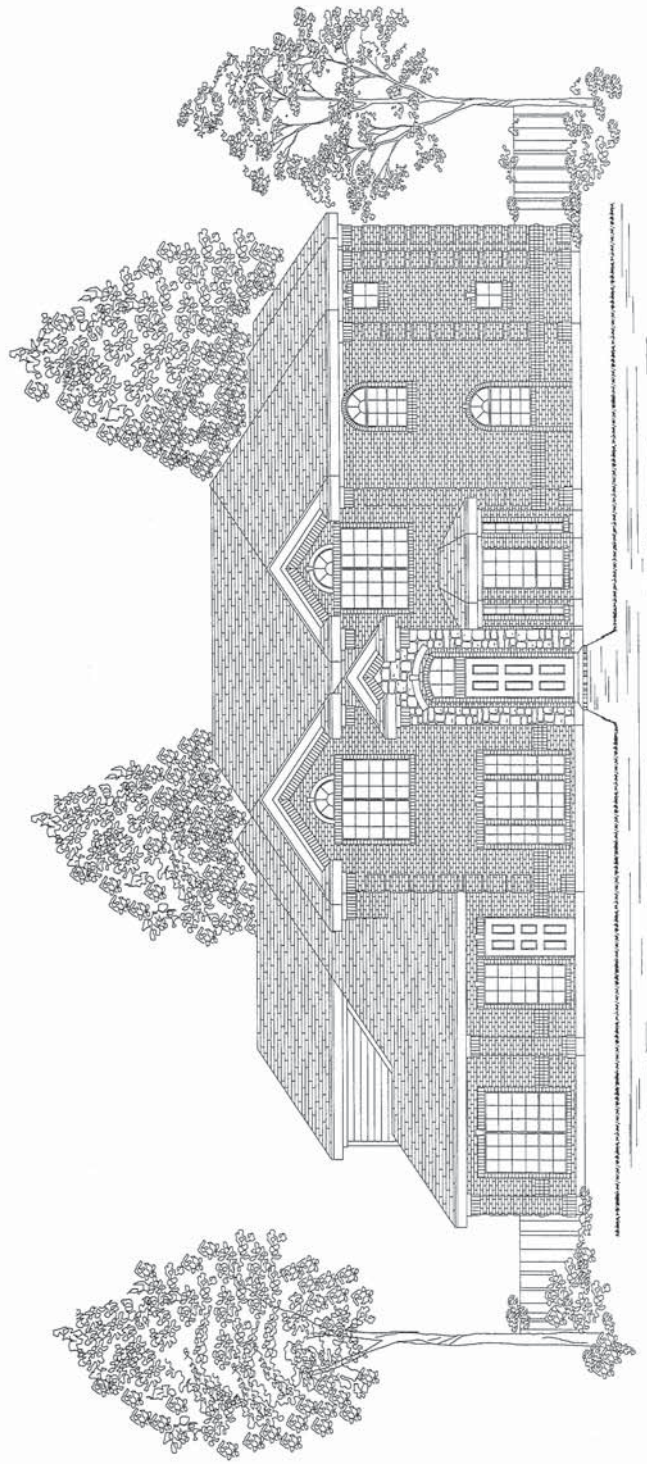
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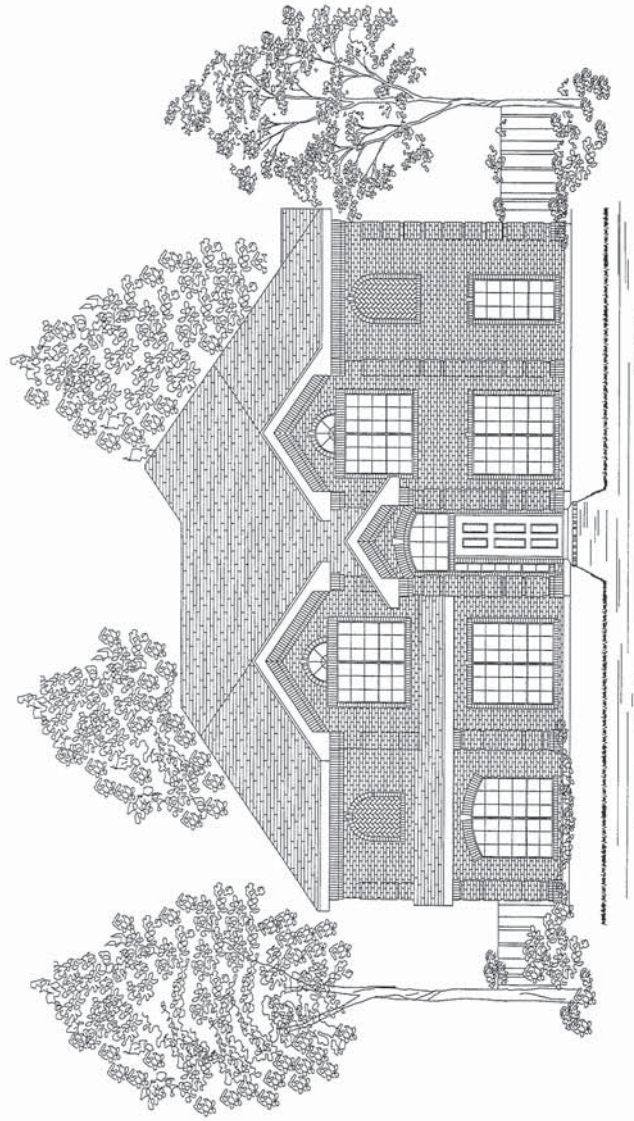
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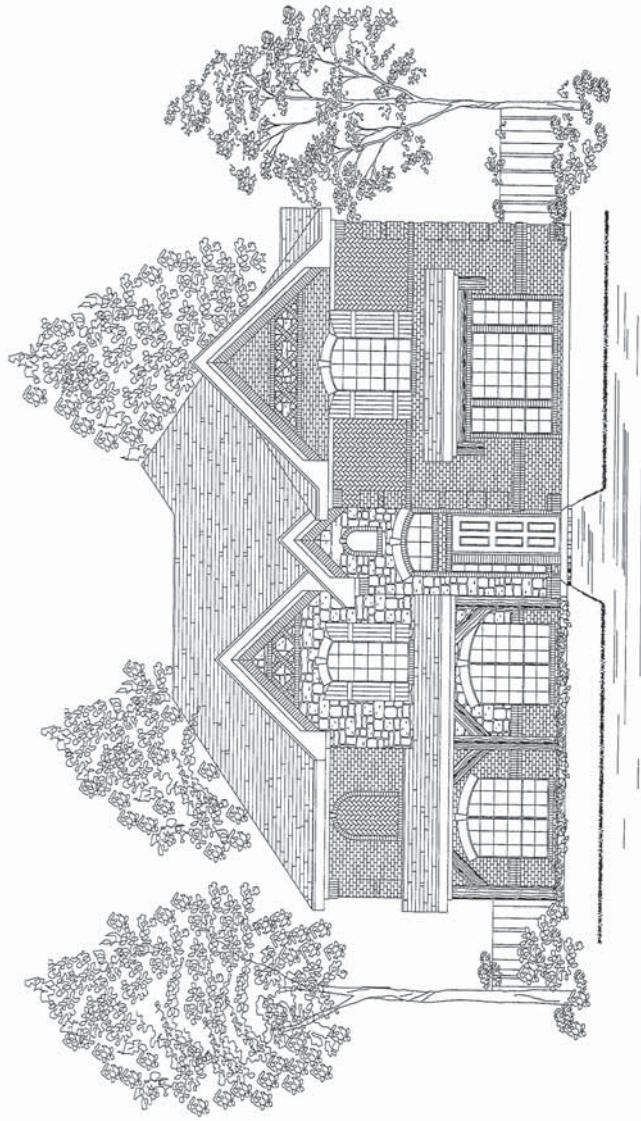
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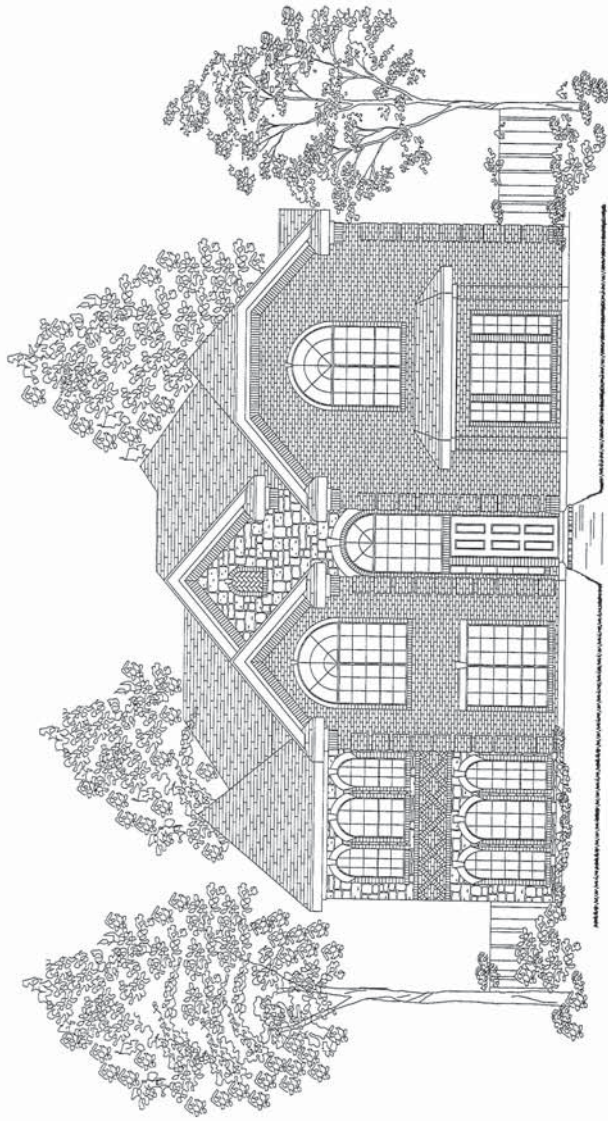
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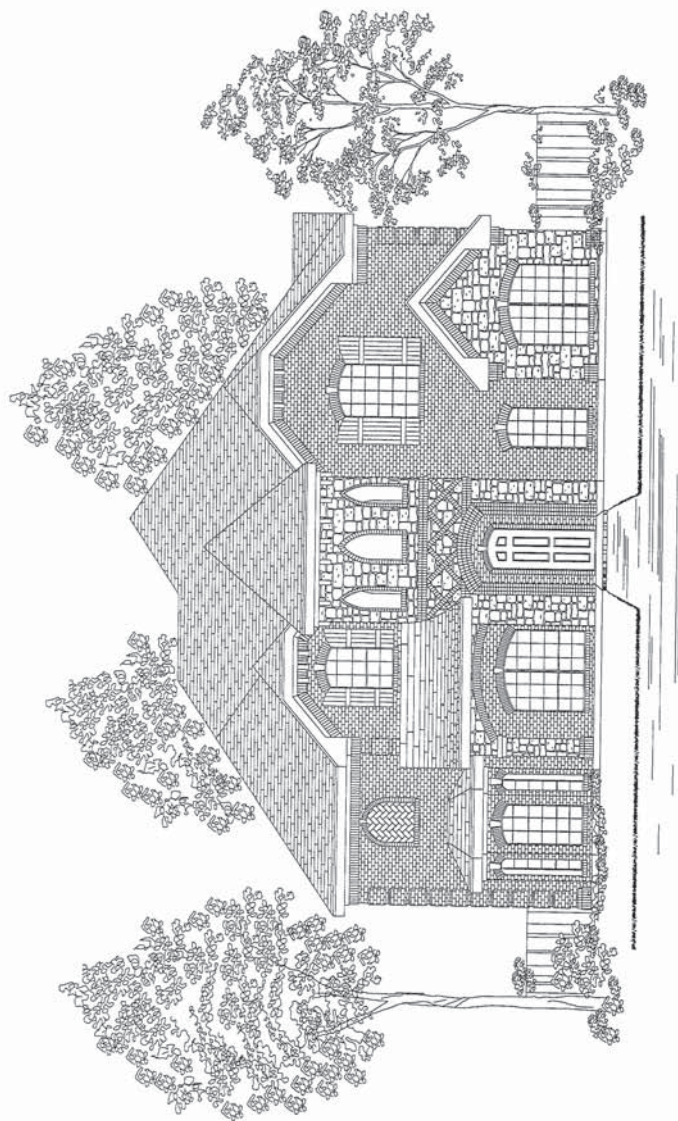
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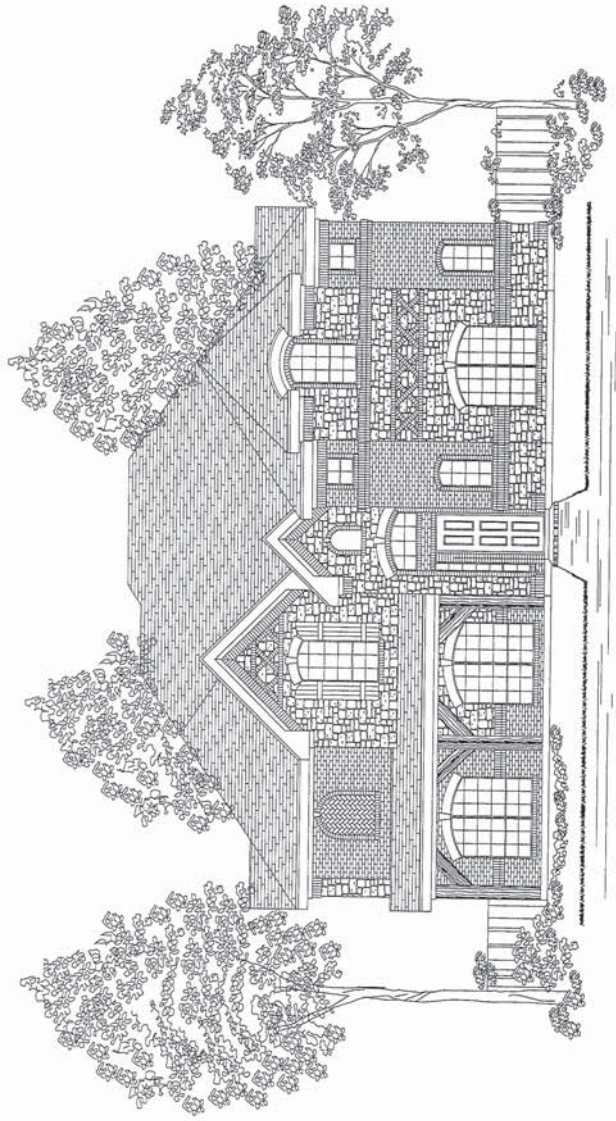
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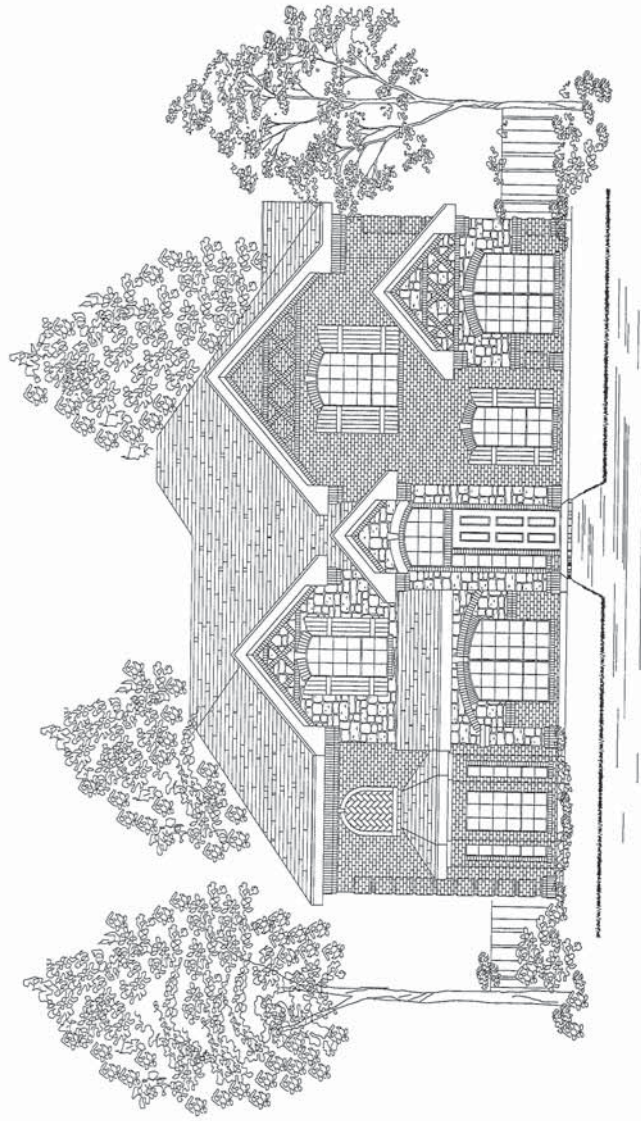
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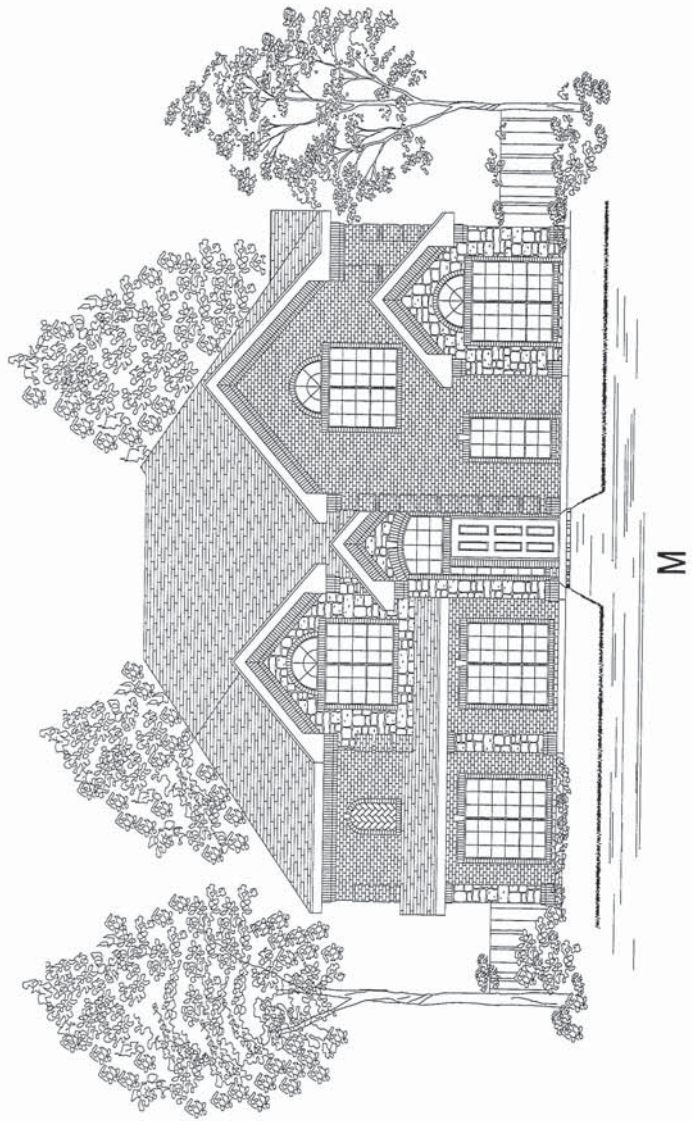
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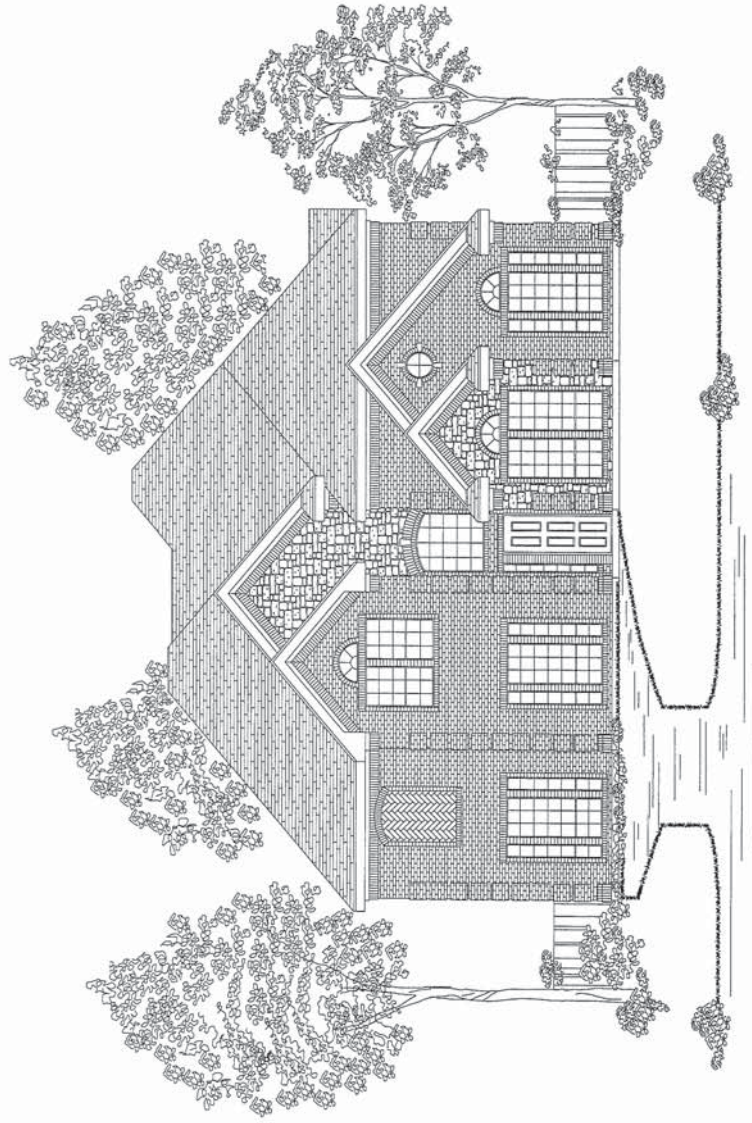
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LC

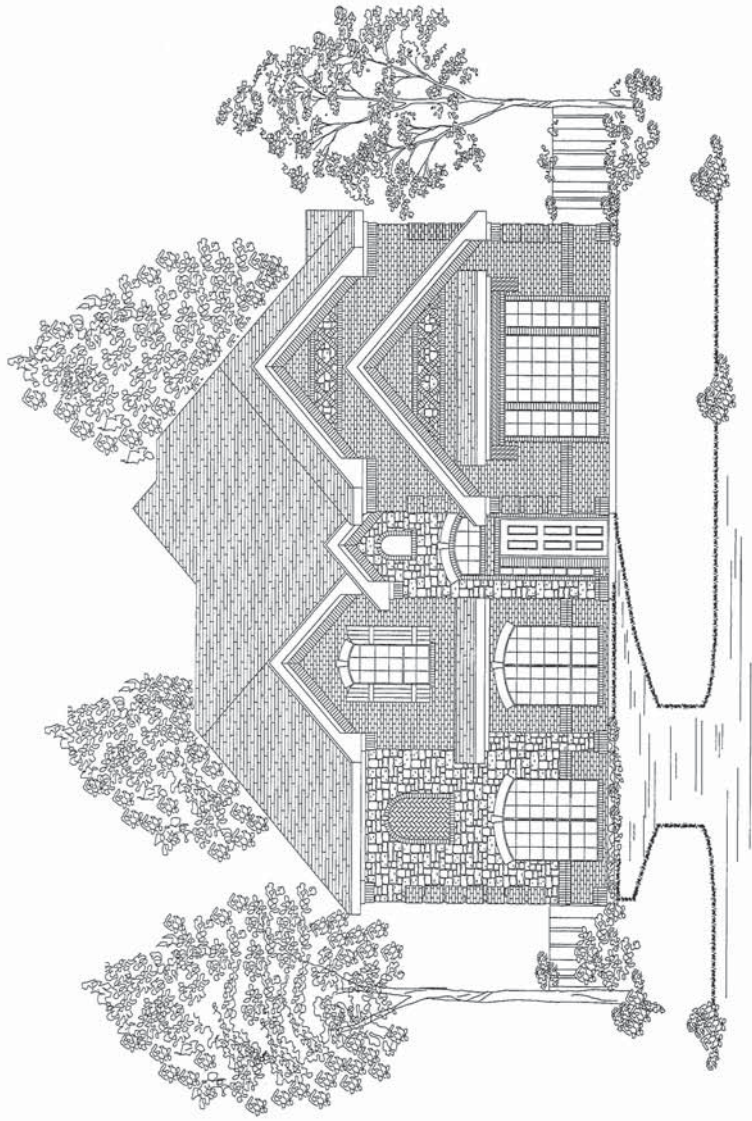


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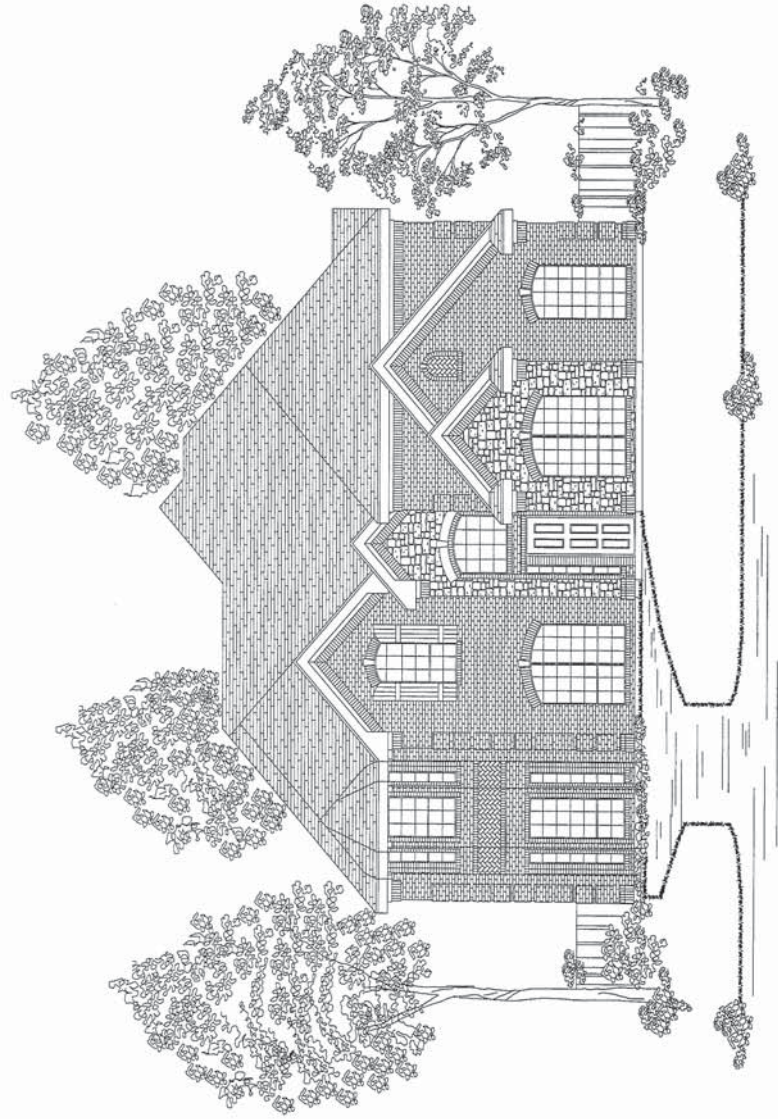
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OPTIONAL STONE

A



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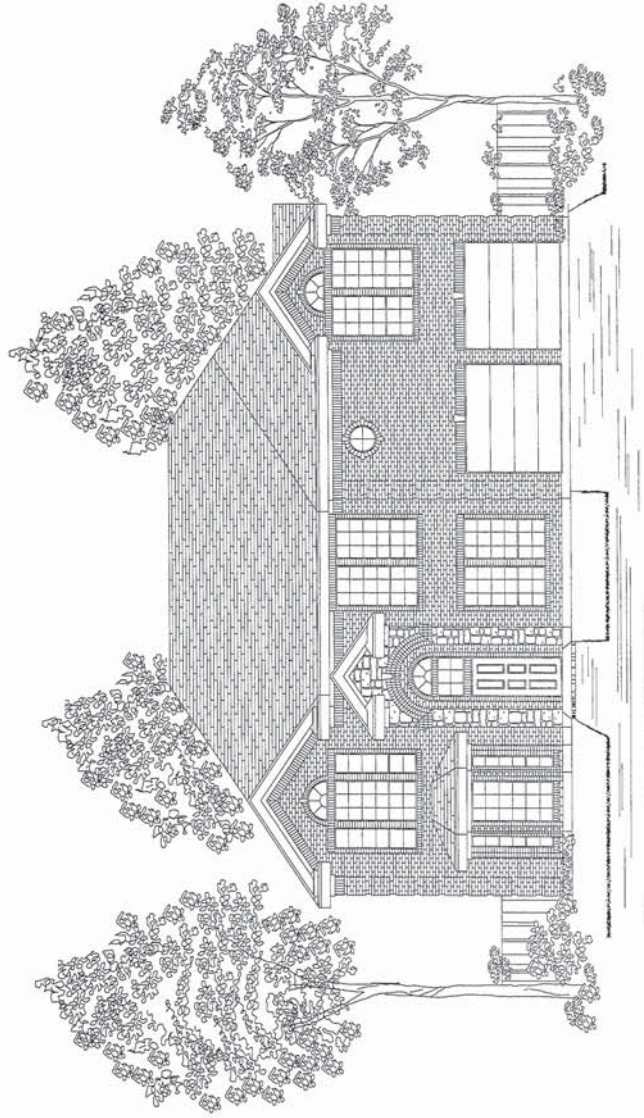
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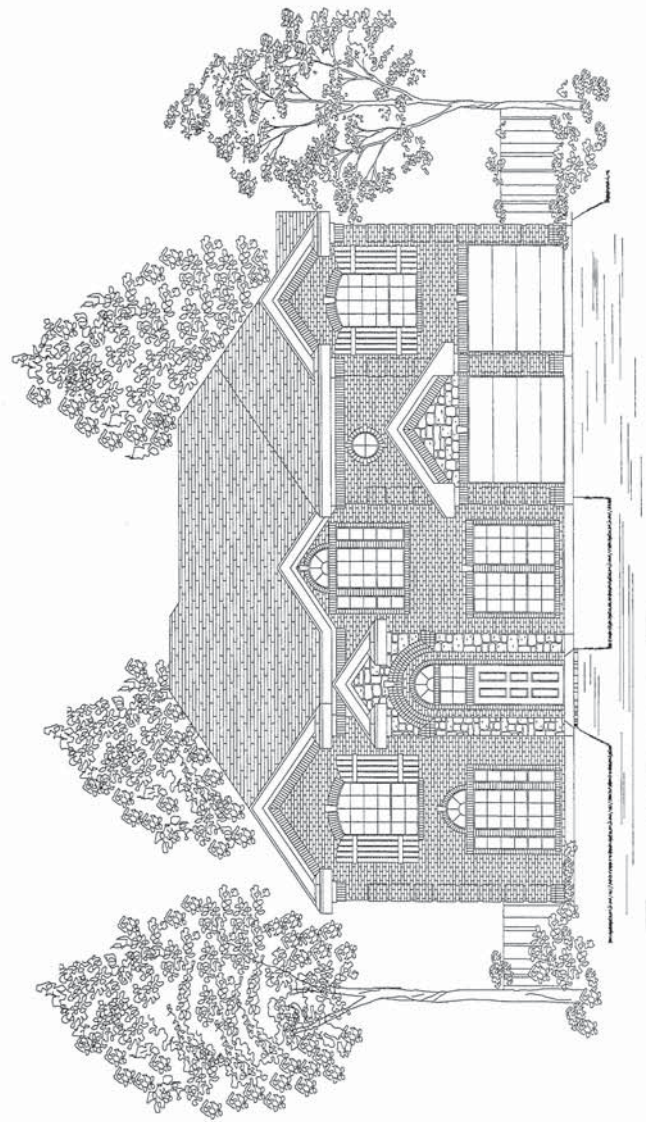


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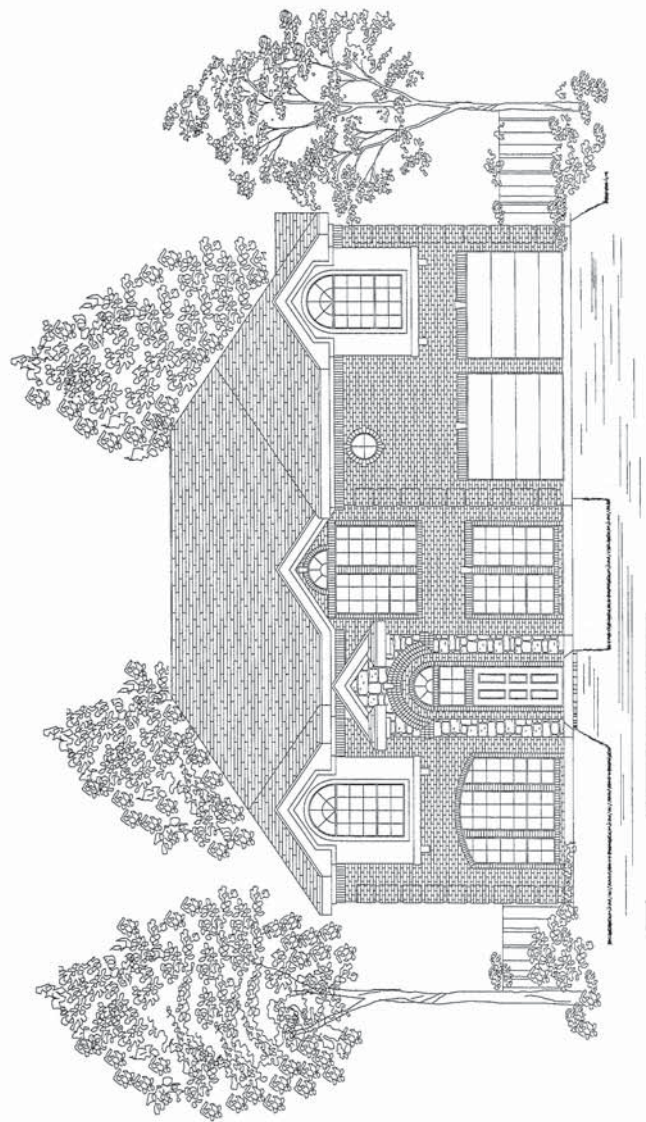
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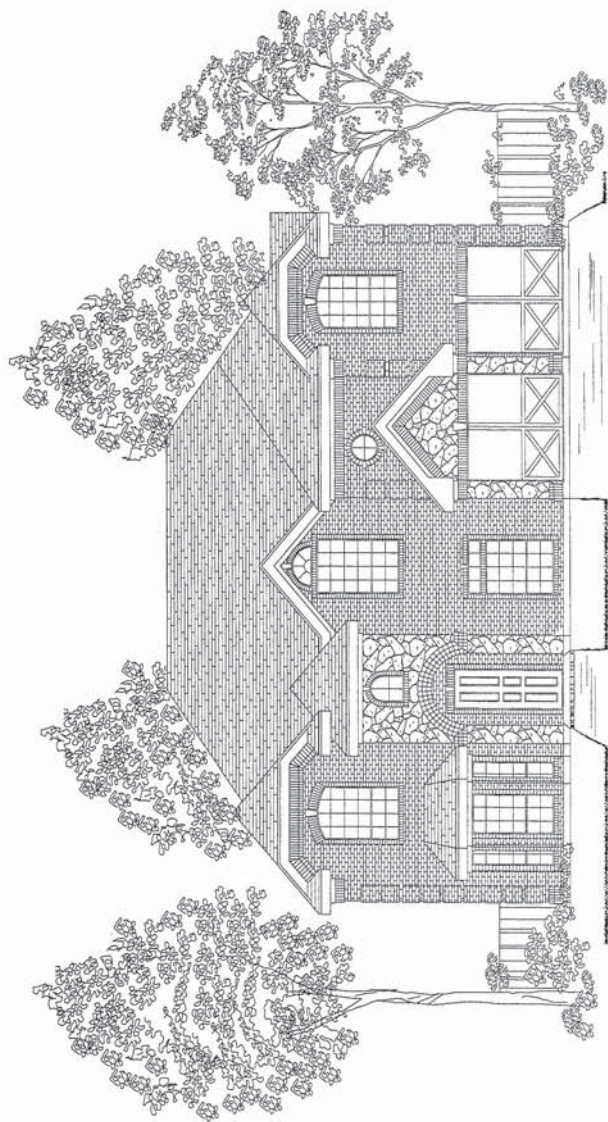
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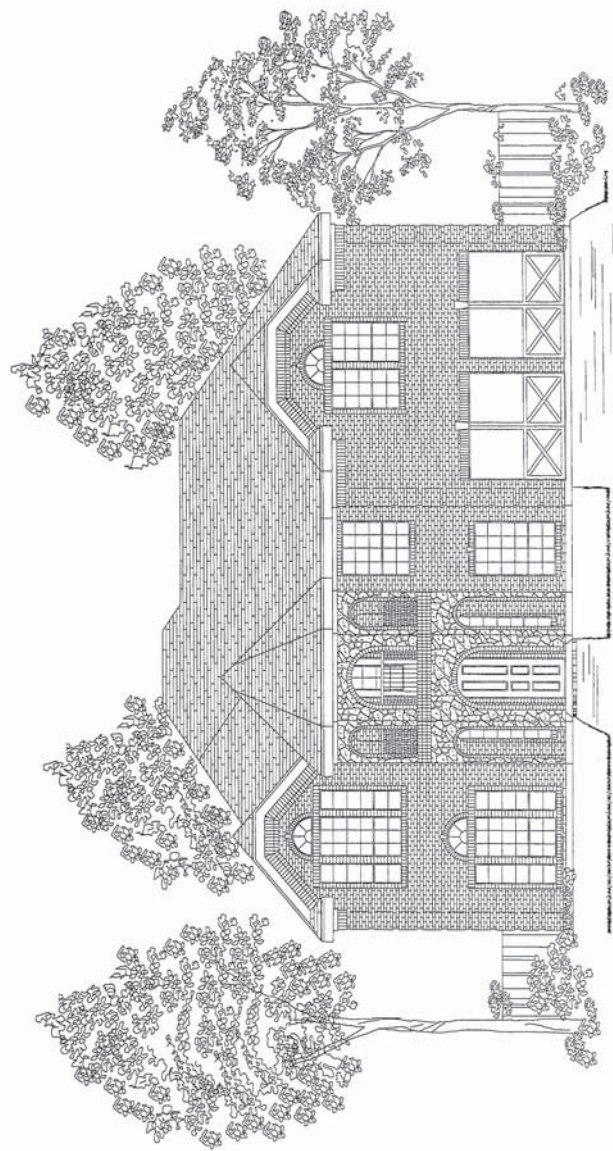


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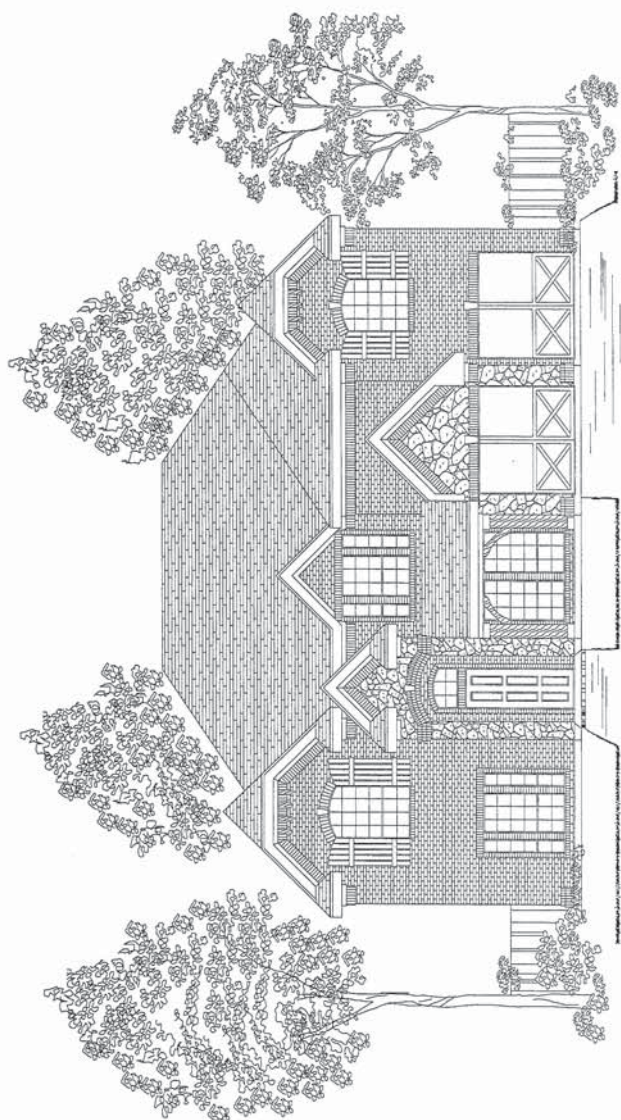
OPTIONAL WOOD GARAGE DOORS

E



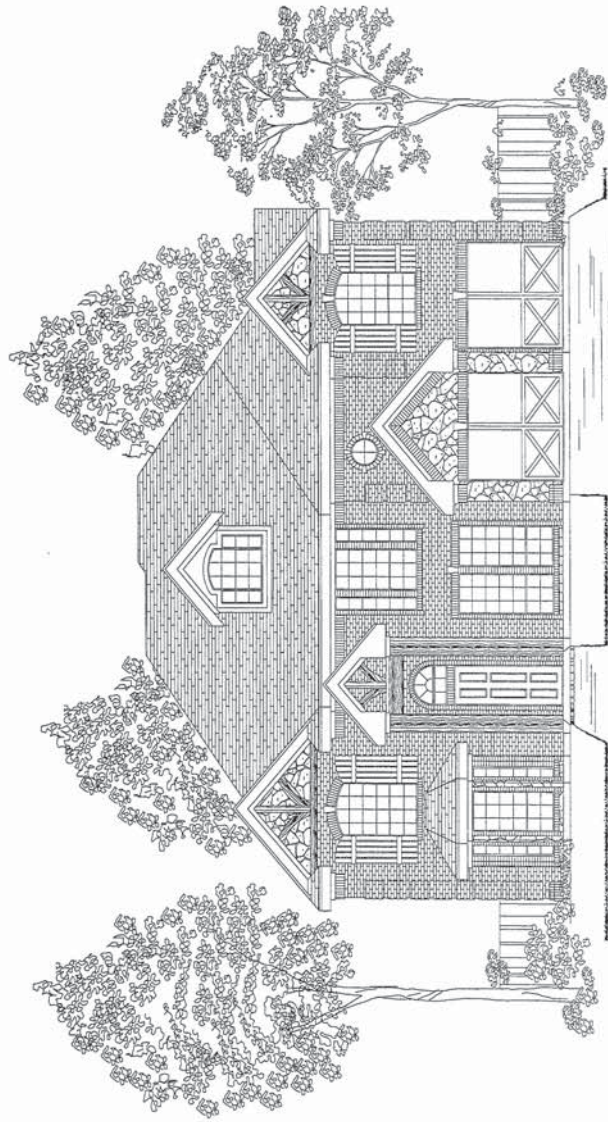
OPTIONAL WOOD GARAGE DOORS

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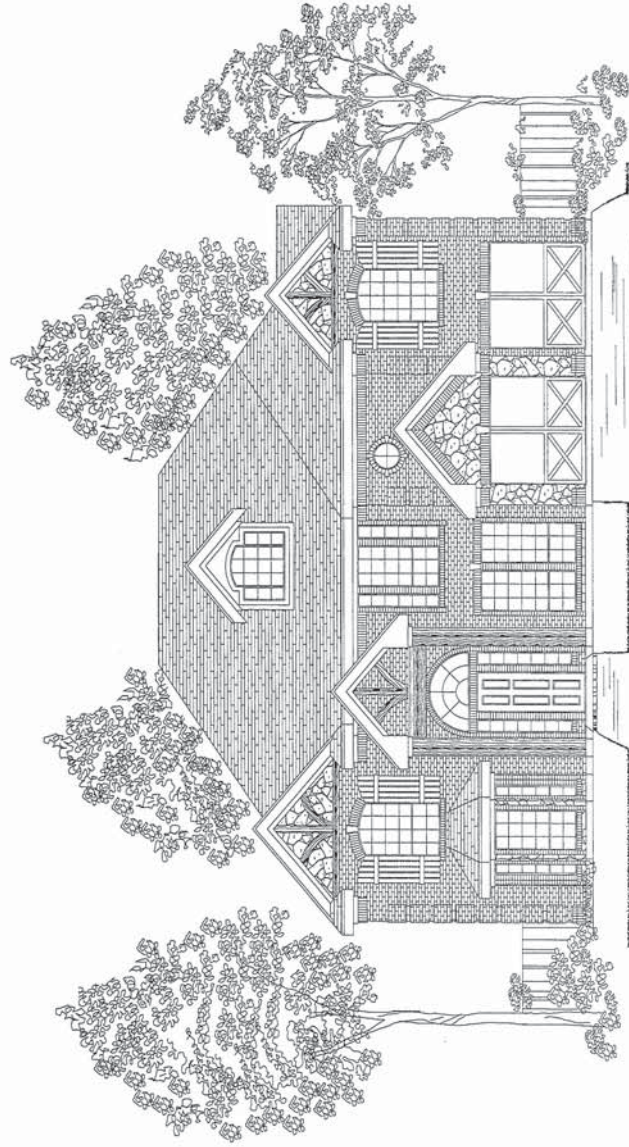
OPTIONAL WOOD GARAGE DOORS

G



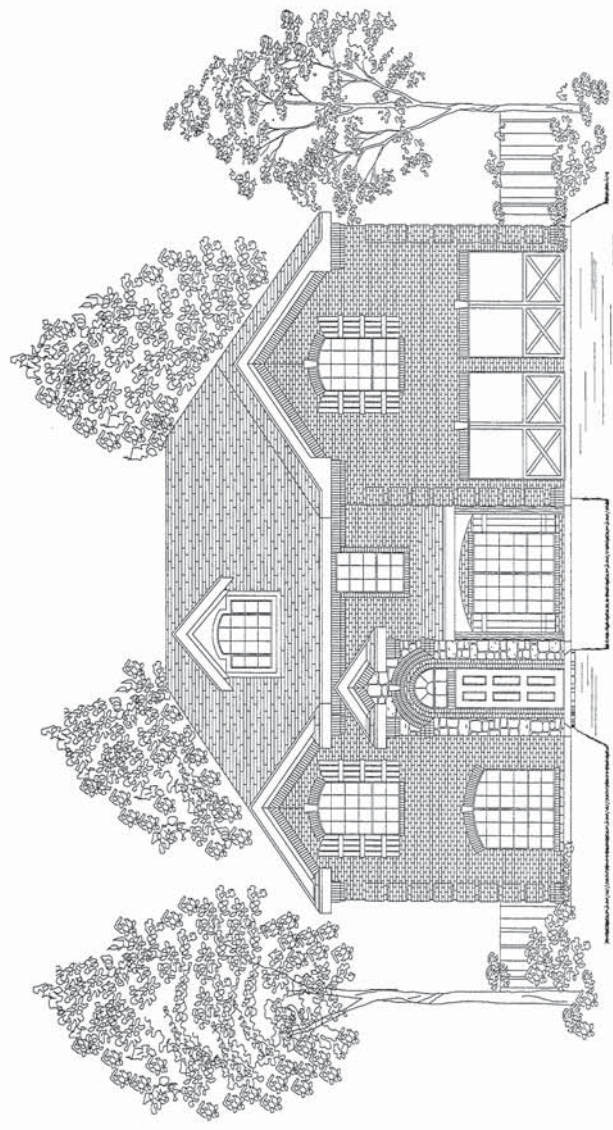
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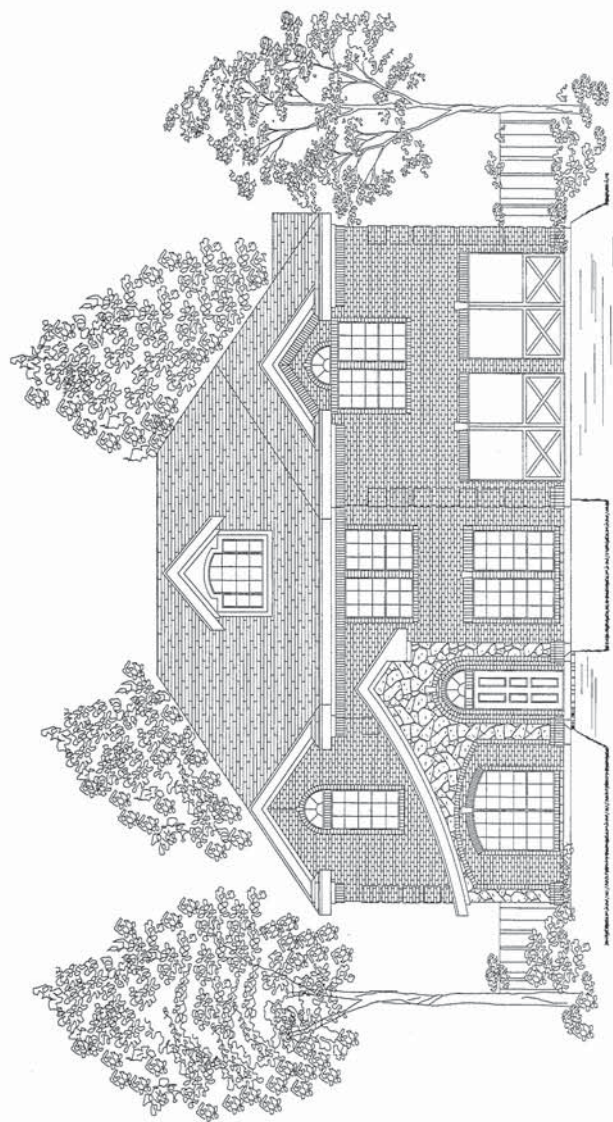
OPTIONAL WOOD GARAGE DOORS

H-52



OPTIONAL WOOD GARAGE DOORS

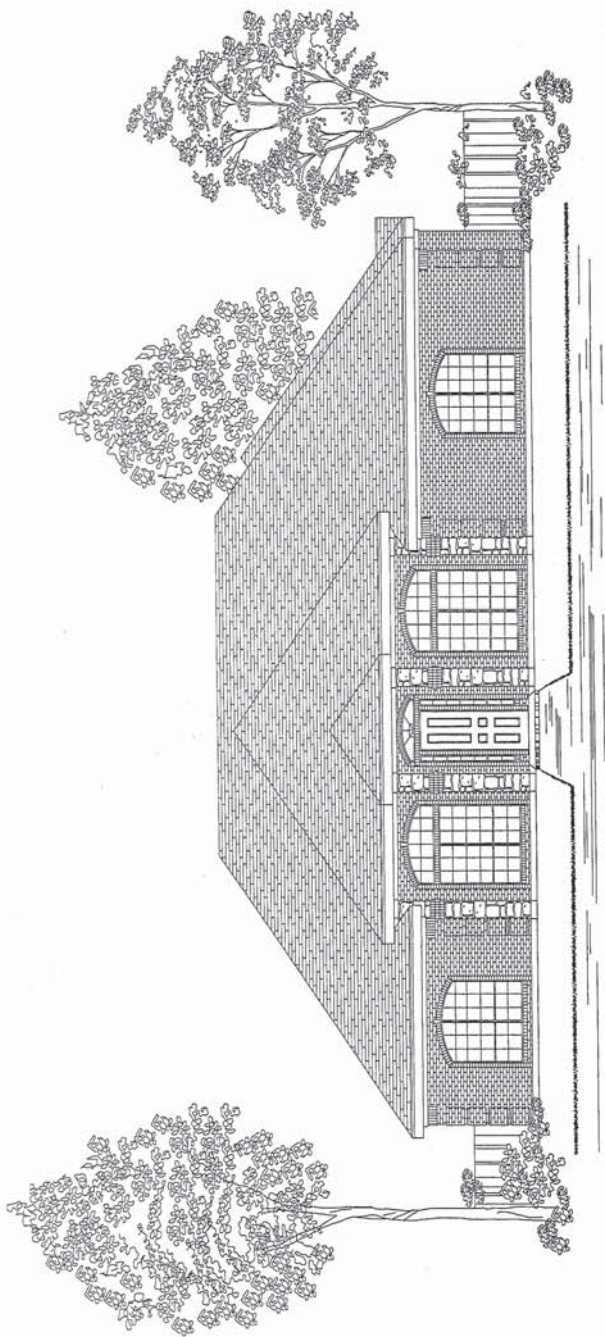
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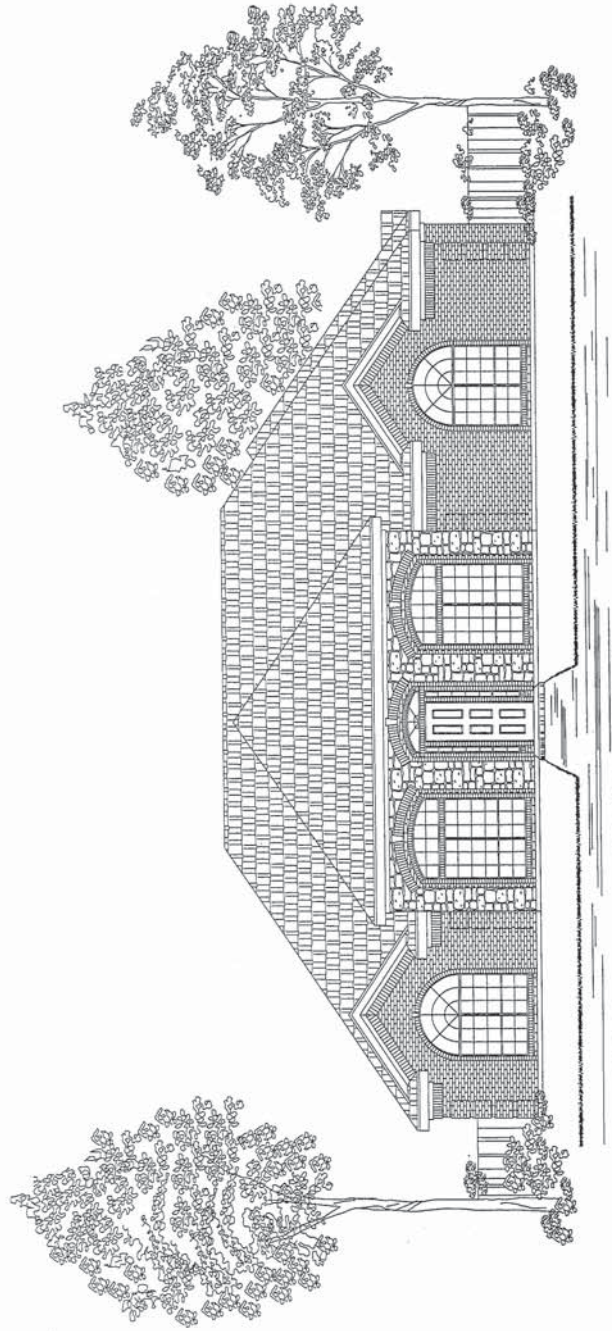
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VICTORY



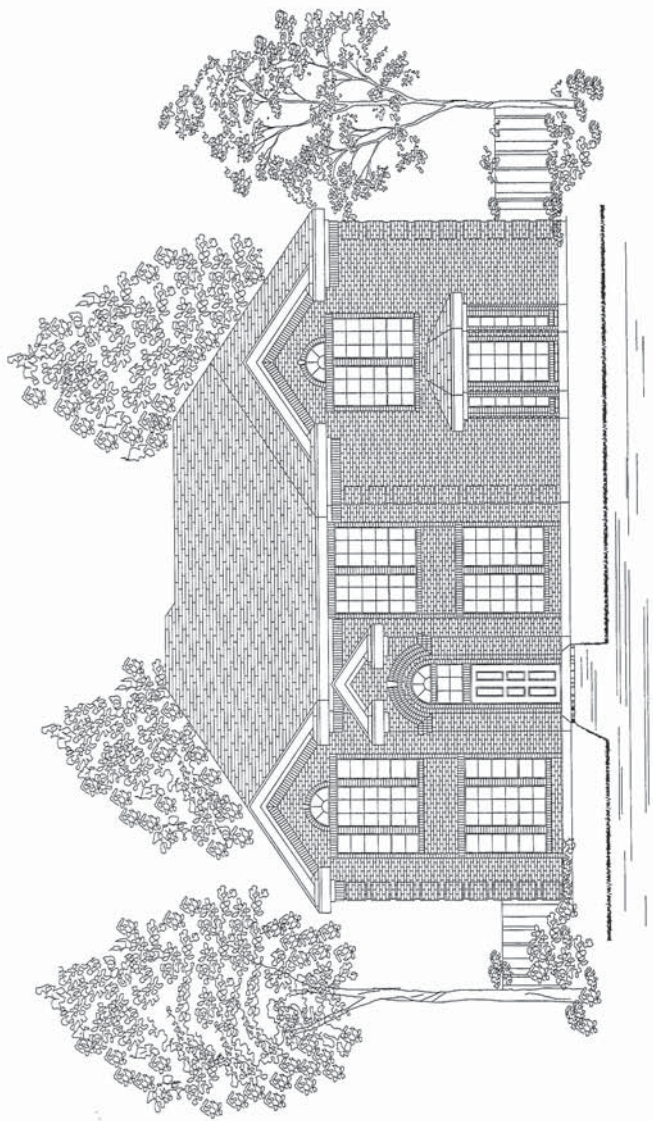
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A

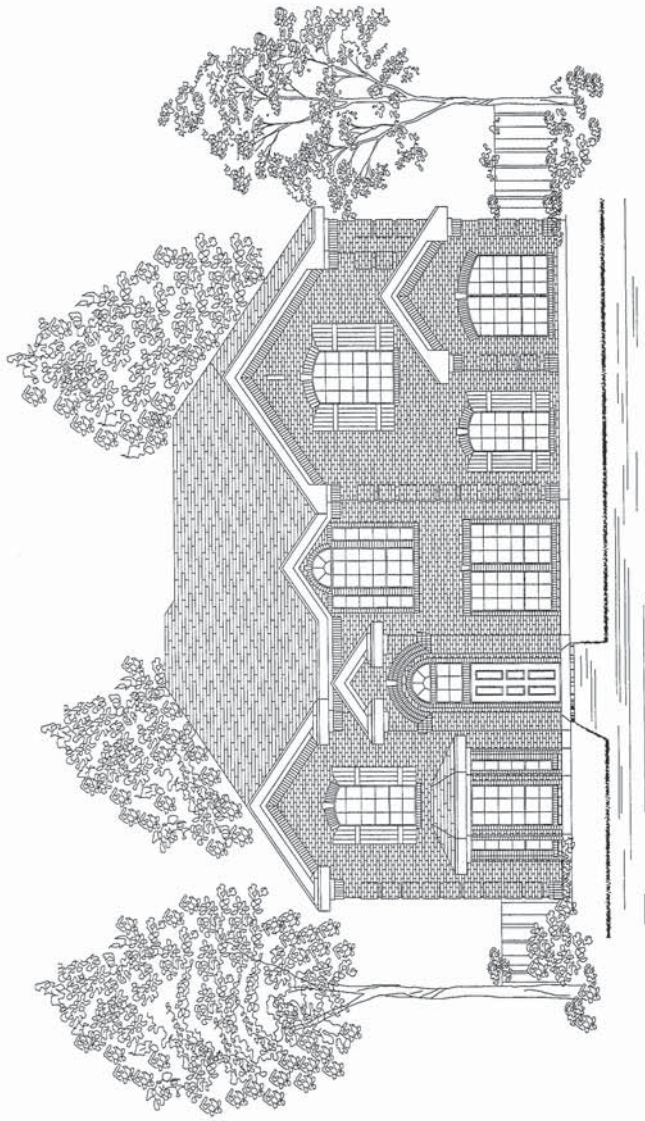


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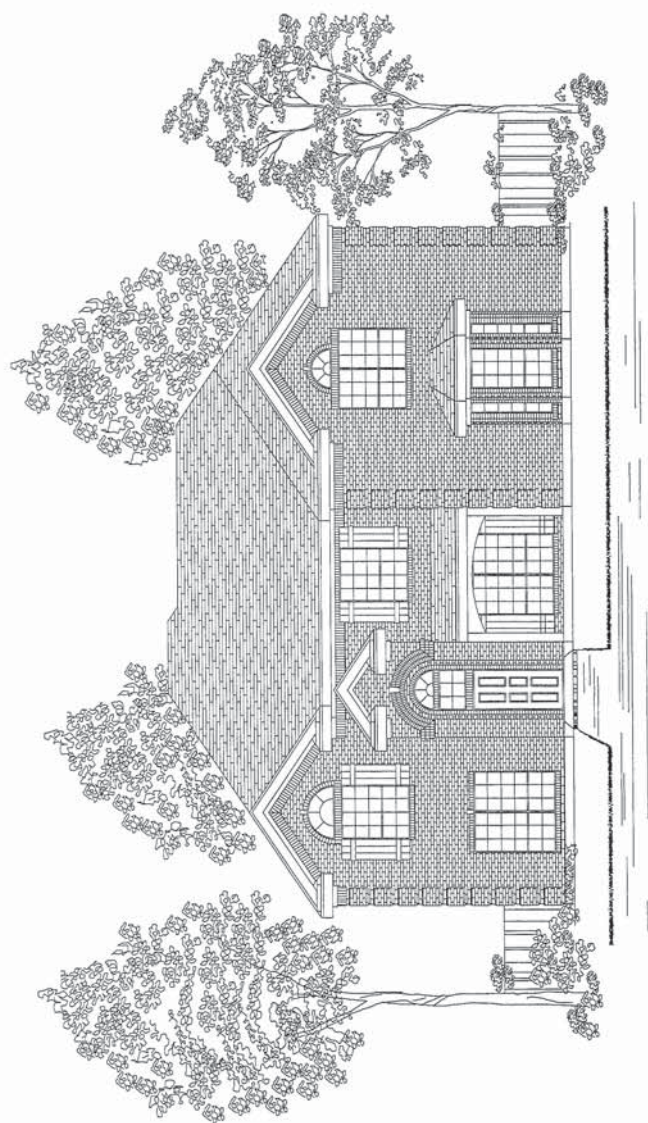
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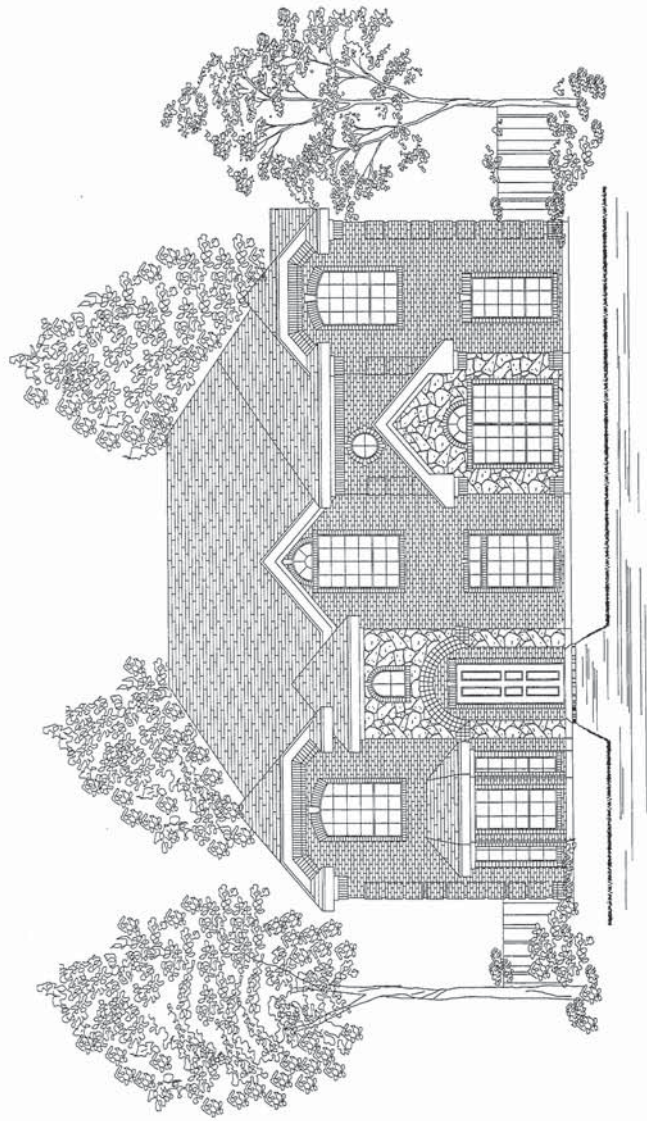
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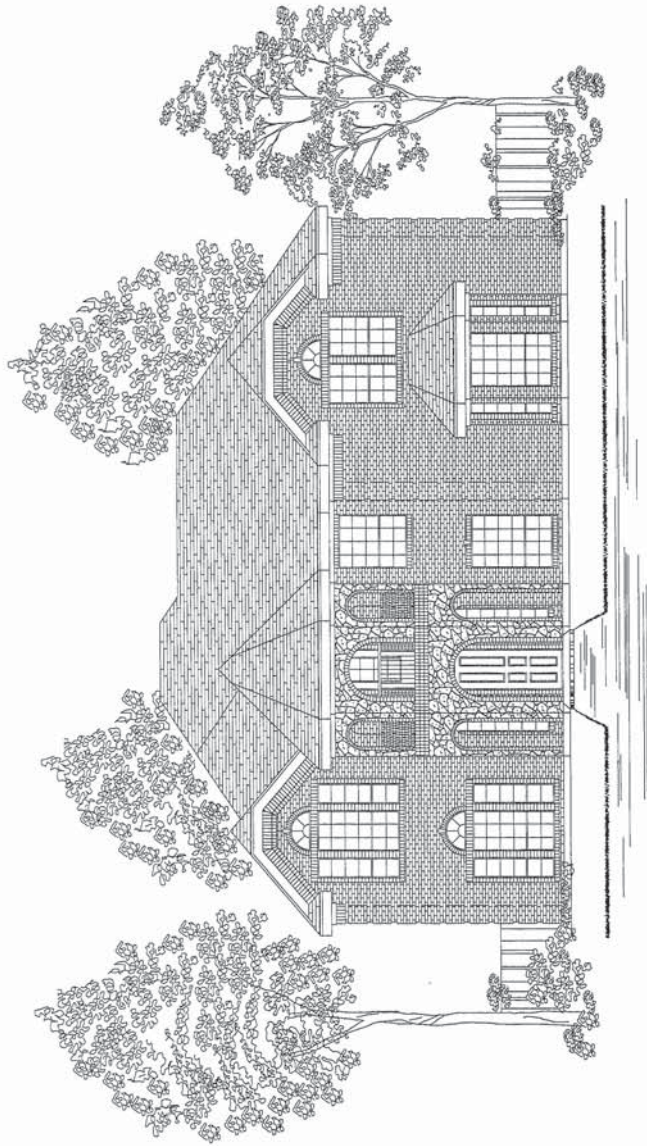
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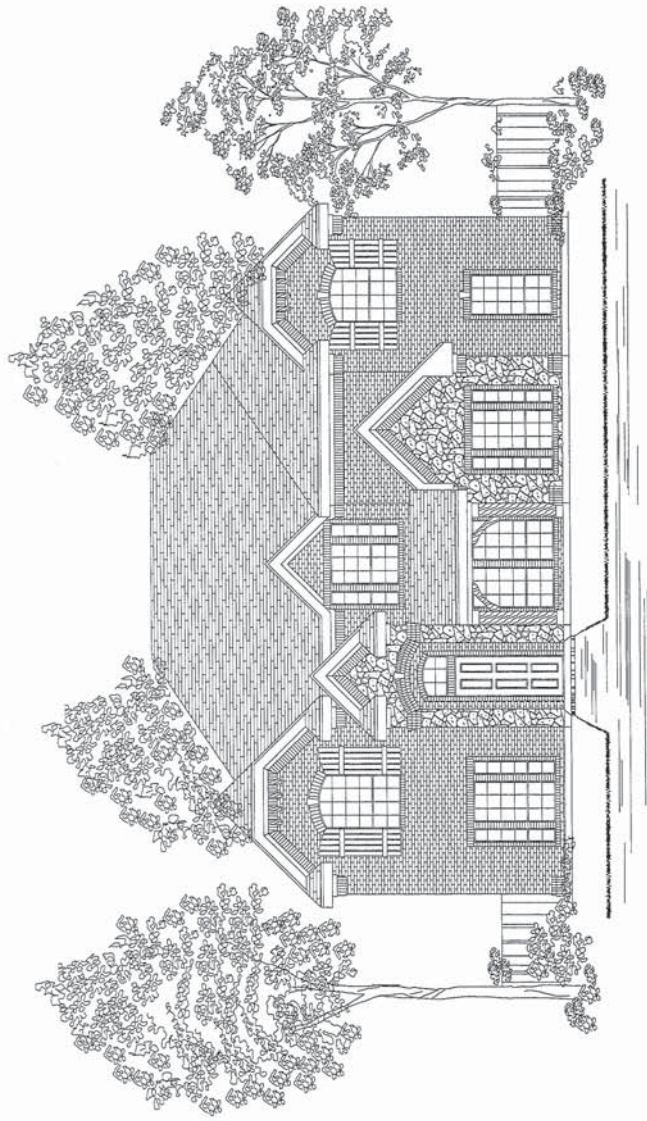
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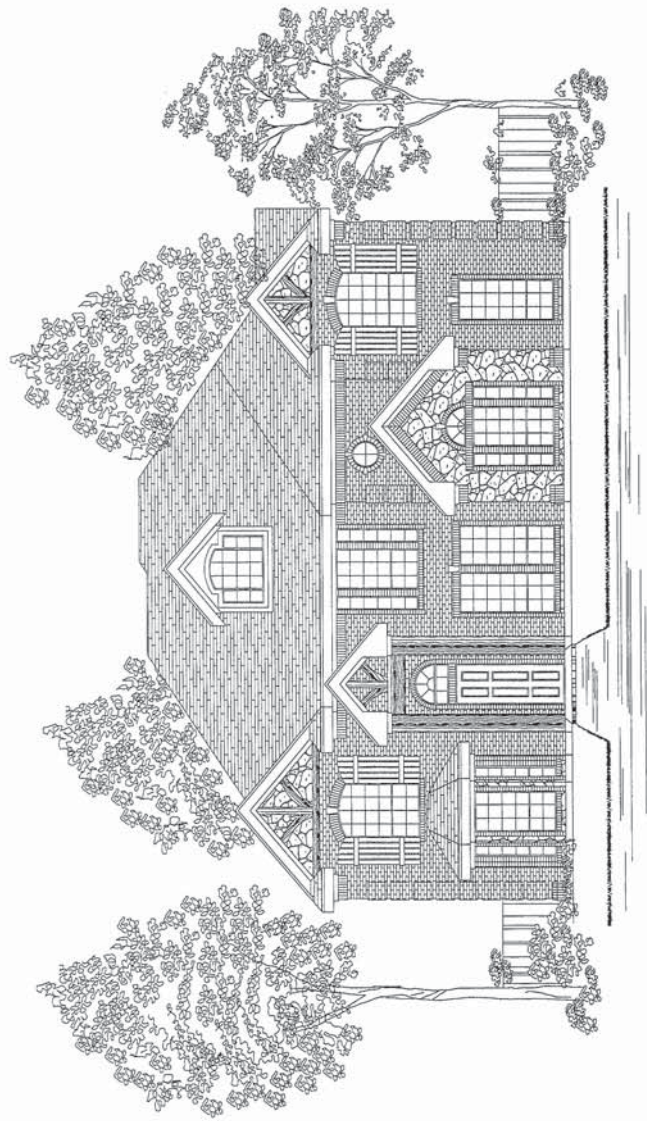
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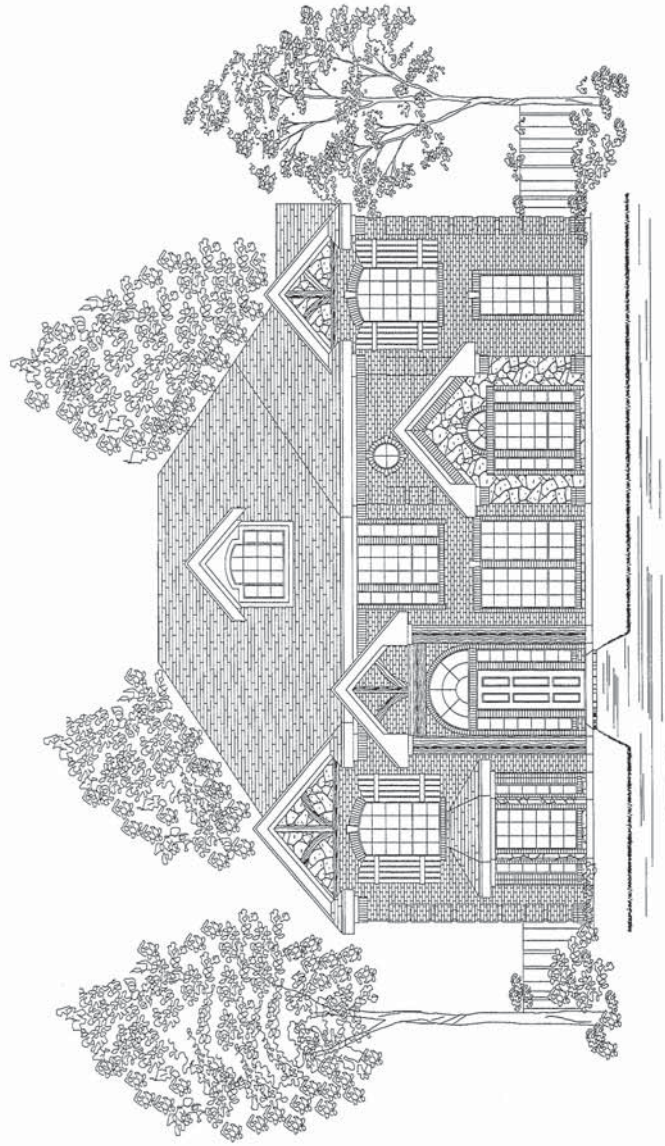
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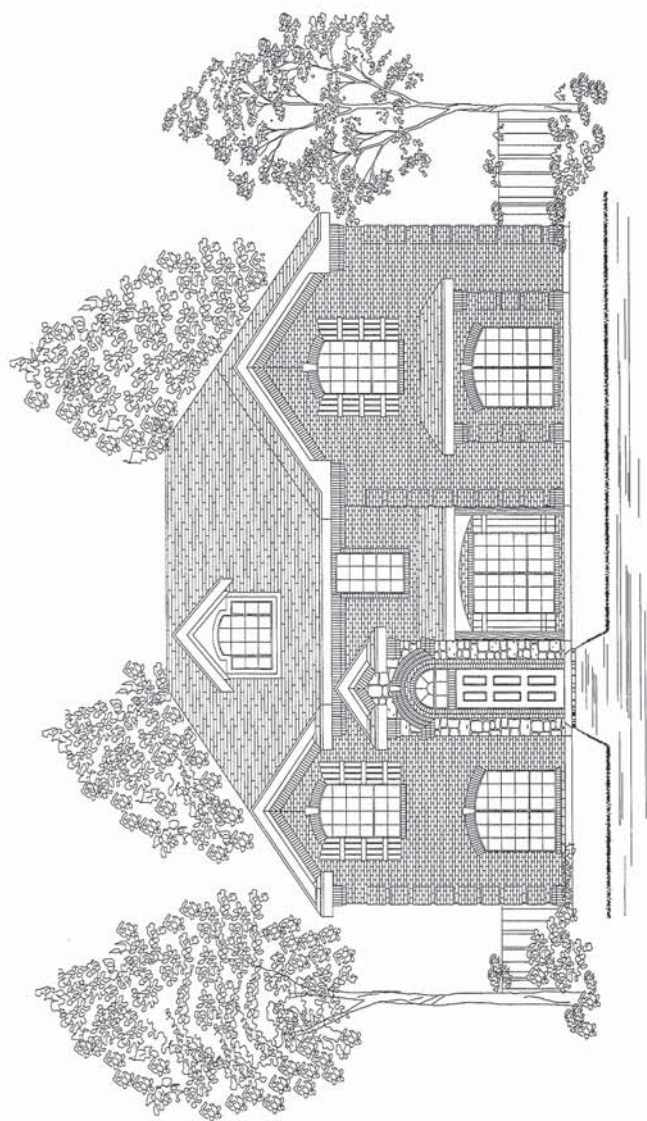
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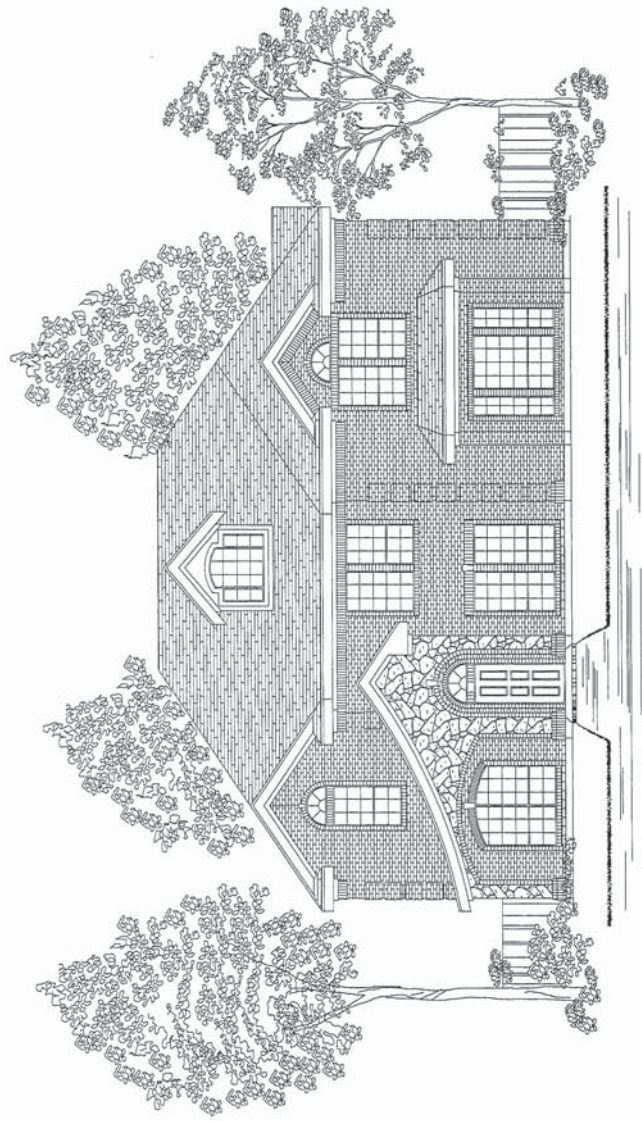
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H-52

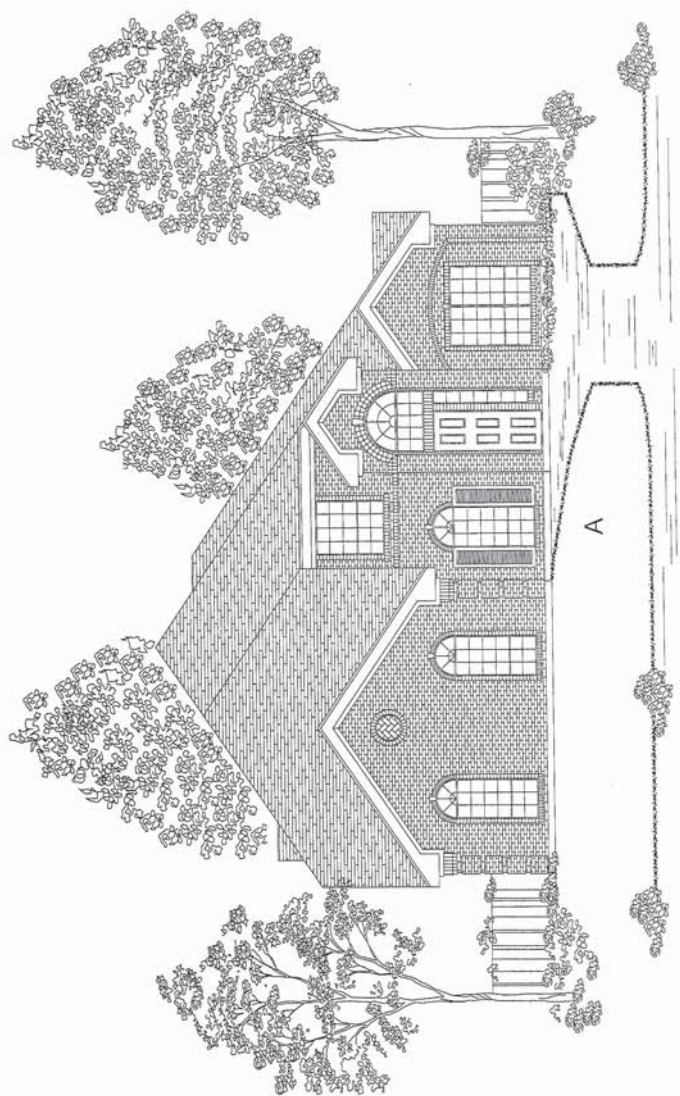


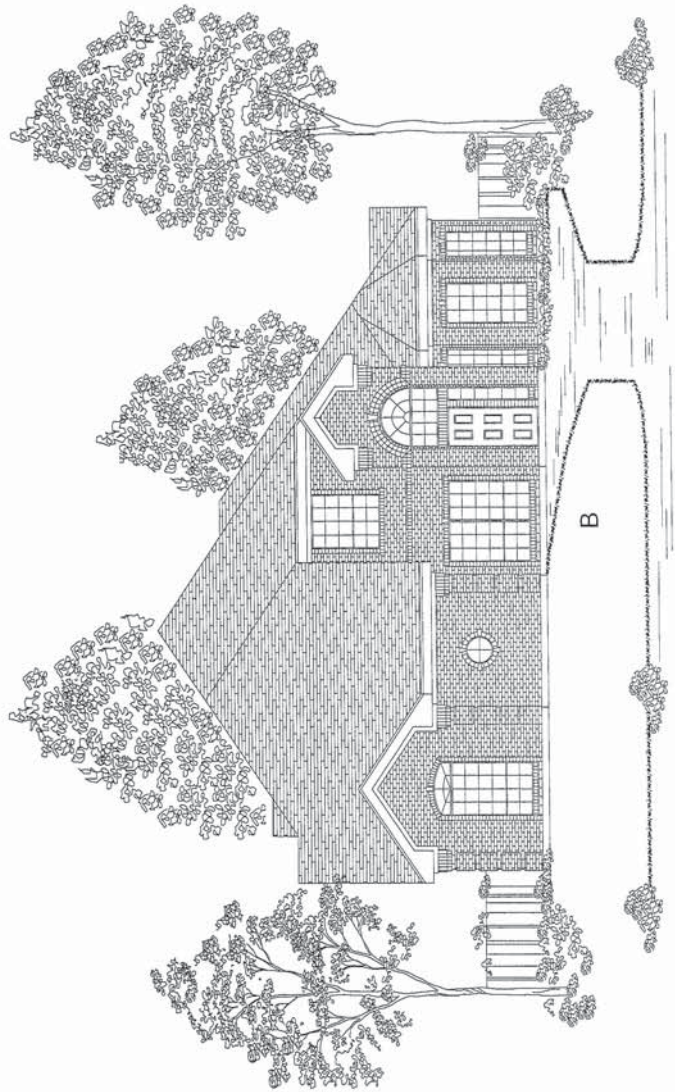
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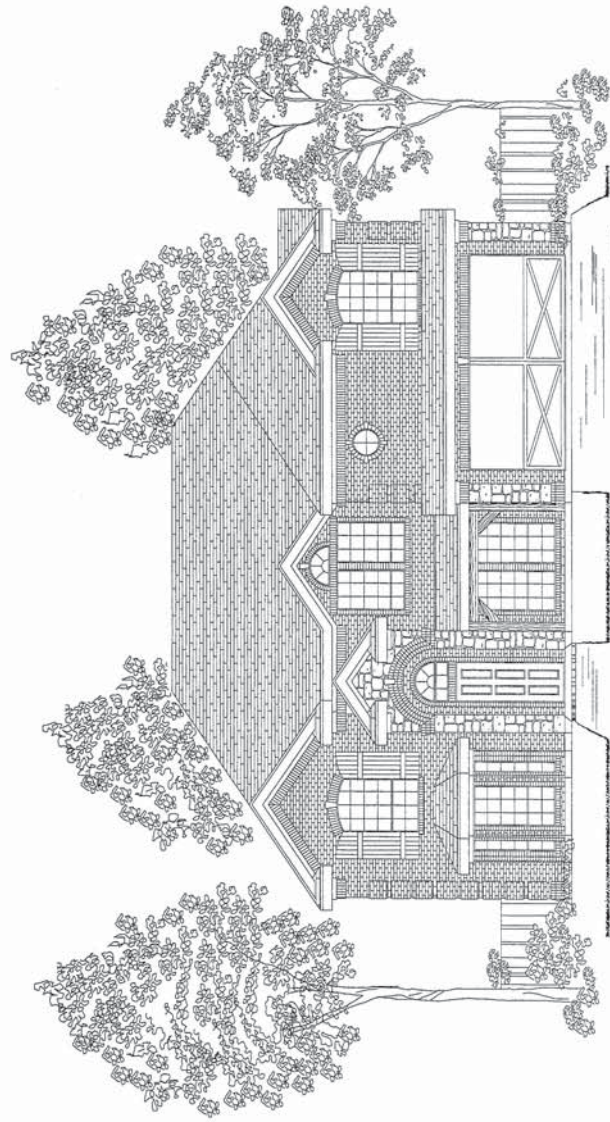


7

BIRCHWOOD

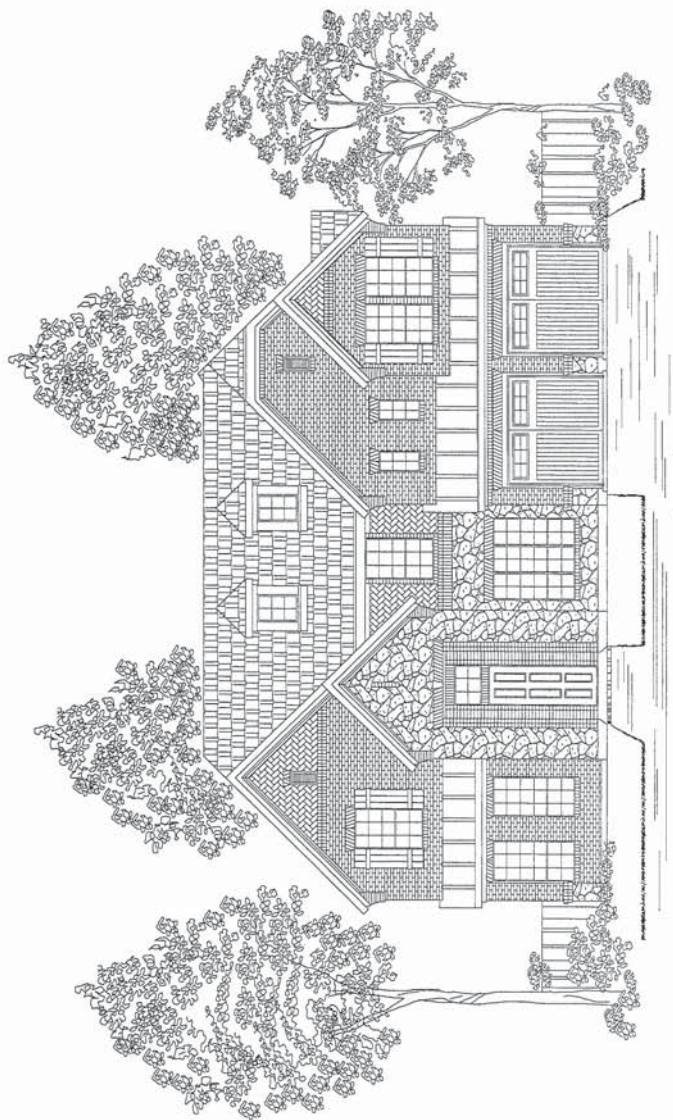






OPTIONAL WOOD GARAGE DOORS

M



JS

CITY OF KENNEDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 40, AS AMENDED; REZONING PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Kennedale Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential, or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, the City of Kennedale desires to promote the redevelopment of properties located along Little School Road in line with the city's long-term vision as described in the comprehensive land use plan; and

WHEREAS, the redevelopment of this property provides an opportunity to begin implementation of the comprehensive plan; and

WHEREAS, Alluvium Development, Inc. wishes to develop the property described below as a Planned Development District, in compliance with the city's comprehensive land use plan; and

WHEREAS, the City of Kennedale believes the development as proposed would help achieve the vision set forth in the comprehensive land use plan; and

WHEREAS, Alluvium Development, which has a contract to buy said property, with permission from John Harper, who has a proprietary interest in said property being an approximately 45.5 acre tract in the J M Lilly Survey, more particularly described as J M Lilly Survey A 980 Tract 2 & A 985 Tract 3, Tarrant

County, Texas, has filed an application to rezone the property from its present classification of "R-2" Single Family Residential District to a "PD" Planned Development District; and

WHEREAS, the City Council has determined that a planned development zoning district is the most appropriate zoning district to facilitate the development of the property; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 15th day of August 2013 and by the City Council of the City of Kennedale on the 19th day of September 2013 with respect to the zoning changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City's Zoning Ordinance as described herein.

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

SECTION 1.

The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and or restricted as shown and described below:

An approximately 45.5 acre tract in the J M Lilly Survey, more particularly described as J M Lilly Survey A 980 Tract 2 & A 985 Tract 3, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein from "R-2" Single Family Residential District to The Vineyard Planned Development District ("PD-The Vineyard") for residential and civic use with modified restrictions, as more fully described on the Concept Plan, attached hereto as Exhibit "B" and incorporated herein.

SECTION 2.

The use of the Property shall be subject to the restrictions, terms and conditions set forth in the Concept Plan, attached hereto as Exhibit "B", and the Concept Plan is hereby approved. The use of the Property shall further conform to the standards and regulations of the "R-2" Single Family Residential zoning

district and to Chapter 17, Division 10 Subdivision Design Criteria of the City of Kennedale City Code, to the extent not modified in this Ordinance and the documents attached as Exhibit "B", and shall be subject to all other applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Kennedale. The Property shall conform to the following supplemental standards and regulations, which shall supersede any other requirements to the extent of a conflict:

1. *Permitted Uses.* The only permitted uses in the “PD-Vineyard” shall be:

single family detached residential;

park, playground, or open space;

community garden, where such use is managed by a home owners’ association or authorized agent, in accordance with the standards of this ordinance and the City of Kennedale Code of Ordinances;

accessory building (other than a *guest house*), when such use does not exceed fifteen (15) feet in height, is a subordinate building incidental to that of the main building on the same lot, has a maximum interior floor area of fifteen (15) percent of the living space of the primary structure, and is constructed of at least eighty (80) percent masonry as defined in the Kennedale City Code;

guest house, when such use does not exceed fifteen (15) feet in height and is a subordinate building incidental to that of the main building on the same lot, has a maximum living space of fifteen (15) percent of the living space of the primary structure, is constructed of at least eighty (80) percent masonry as defined in the Kennedale City Code, and is not used as a rental residence or permanent living facility.

2. *Density.* The number of residential lots within PD – Vineyard shall not exceed 117. The PD – Vineyard shall have a minimum of five (5) lots dedicated for open space or storm water detention. When used as storm water detention, the lots shall be designed to include open space for use by the public.

3. *Lot size.* Notwithstanding the requirements of Section 17-405 of the Kennedale City Code regarding lot size, lot size requirements shall be as follows.

Lot Type	Maximum Number of Lot Type	Minimum Lot Width	Minimum Lot Depth
A	25	100	140

B	15	100	135
C	80	85	120
D	13	70	120
Lots may be platted in a combination of the lots types listed above, provided the total number of lots does not exceed a maximum of 117.			

4. *Lot coverage.* Lot coverage shall not exceed sixty (60) percent of the lot. *Lot coverage* means the percentage of the total area of a lot occupied by the first story or ground floor of all buildings located on the lot.

5. *Minimum livable area.* The minimum livable area for all primary residential structures on type “C” and “D” lots is 2,200 square feet. The minimum livable area for all primary residential structures on type “A” and “B” lots is 3,000 square feet.

6. *Setbacks.* Notwithstanding the requirements of Section 17-405 of the Kennedale City Code regarding required front yard, rear yard, side yard - interior lot, and side yard - corner lot setbacks, the Planned Development zoning herein approved shall require the following minimum setbacks:

Lot Type	Front Setback Minimum (ft.)	Front Setback Maximum (ft.)	Rear Setback Minimum (ft.)	Side Setback Minimum (ft.)
A	15*	20	20	10**
B	15*	20	20	10**
C	15*	20	15	10**
D	15*	20	15	10**

*Sitting-style front porches that run the full width of a primary structure (excluding the garage) and are not capped by a second story, balcony, upper-floor porch, or any other part of the structure may encroach up to two (2) feet into the required minimum front setback. Porches that encroach into the front setback shall be covered but may not be enclosed or permanently screened.

**Side setback may be reduced to five (5) feet on one side as long as the total from both side setbacks is a minimum of twenty (20) feet.

7. *Building height.* Notwithstanding the requirements of Section 17-405 of the Kennedale City

Code regarding building height, buildings shall not exceed a height of two and one half (2 ½) stories, at a maximum of forty (40) feet in height.

8. *Masonry requirements.* All primary structures (primary and accessory) on “C” and “D” lots as identified in Exhibit “B”, attached, must be of a minimum eighty percent (80%) masonry as defined in Kennedale City Code. All structures on “A” and “B” lots shall be of ninety percent (90%) masonry as defined in Kennedale City Code.

- a. Front elevations shall be 100% masonry excluding ornamentation such as structural timbers or structural brackets.
- b. Siding is prohibited on all elevations except rear elevations.
- c. Elevations on primary structures shall a variety of materials, including stone, brick, and cedar (cedar shall be used as a ornamentation only).
- d. Accessory structures shall be a minimum 80% masonry.

9. *Roof pitch.* Roofs shall have a minimum pitch of 8/12.

10. *Front porches.* All homes shall be required to have a covered front porch of a minimum depth of six (6) feet. At least fifteen (15) percent of the homes shall have sitting-style porches.

11. *Elevation repetition.* No elevation shall be used more than once in every four contiguous lots (i.e., the first and fifth lots in a row may contain the same elevation, but the second, third, and fourth may not). No identical elevation shall be repeated on any lot directly across the street or diagonal (“catty corner”) from itself. Elevations shall be substantially different beyond simple mirrored plans, or garage or window relocation, and shall include combinations of architectural variety such as: front porches, dormers, gables, bay windows, roof pitch, or other such architectural features that substantially differentiate house façades.

12. *Parking.* Parking spaces for at least two (2) motor vehicles shall be provided in an enclosed garage for any single family dwelling constructed within the PD-Vineyard.

- a. “A”, “B”, and “C” lots: For lots noted as type “A”, “B”, or “C” on the approved Site Plan, front entry garages are prohibited unless the vehicle entryway is screened from view from the front public right-of-way by the dwelling or other structure. For the purposes of this section, a porte-

cochere shall constitute sufficient screening of a front entry garage provided the vehicle entryway of the garage is located no less than eighty (80) feet from the front curb. Regardless of the orientation of the garage required by this section, any gate or door to a porte-cochere must be of wrought iron construction and must not screen more than twenty-five (25) percent of its entryway. Notwithstanding the above, a tandem garage accommodating one (1) vehicle may be front-facing without screening, provided the vehicle entryway of the garage is located no less than eighty (80) feet from the front curb and the garage has an ornamental garage door. J-swing, rear entry, and side entry garages are permitted, but J-swing garages that accommodate more than two (2) vehicles are prohibited.

b. "D" lots: Front entry garages are permitted, subject to the following regulations.

1. The garage shall not project greater than six (6) feet closer to the front setback than the livable part of the structure.
2. A front entry garage may occupy a maximum of fifty (50) percent of the house linear frontage.
3. Front entry garages shall have ornamental garage doors.
4. If the front porch is permitted to encroach into the required minimum front setback, the garage shall not be permitted to encroach into the required minimum setback.
5. J-swing, rear entry, and side entry garages are permitted, but J-swing garages that accommodate more than two (2) vehicles are prohibited.

13. *Landscaping.* Landscaping locations shall conform substantially to the approved Concept Plan attached hereto as Exhibit "B". Landscaping shall be regulated by the City of Kennedale City Code unless otherwise controlled by this ordinance.

a. *Plants.* Use of native and adaptive xeriscape plants is encouraged. Landscaping shall be maintained in good condition.

b. *Number and size of trees.* Street trees and lot trees installed by the developer shall be a minimum of 2" caliper (measured one (1) foot from the ground) and shall be hardwood varieties.

i. At least one tree shall be planted on each residential lot.

ii. Street trees shall be planted an average of every one (1) every forty (40) feet.

c. *Irrigation.* All landscaped areas shall be provided with an approved irrigation system that meets the requirements of this sub-section.

i. Landscaped areas should be controlled by an automatically controlled timer, unless the use of the property would otherwise prohibit use of a timer. Irrigation systems shall be installed with a rain shut off sensor.

ii. The irrigation system should be designed so that overspray onto structures, streets, sidewalks, windows, walls, and fences is minimized.

iii. High-efficiency irrigation systems, such as (but not limited to) drip or soaker hose systems, are required for non-turf areas.

iv. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required as close as possible to the point of connection of the water supply to minimize water loss in case of an emergency (such as a main line break) or routine repair.

v. The use of rain cisterns is permitted.

1. Cisterns must be located in the rear yard or side yard and must be screened so as not to be seen from the public street. Screening must meet the screening materials regulations of the Kennedale City Code.

2. Cisterns may not exceed ten (10) percent coverage in any required yard.

3. A cistern no more than five (5) feet in height and three (3) feet in diameter may be placed anywhere in the rear yard. A cistern greater than five (5) feet in height and/or three (3) feet in diameter shall be a minimum of eight (8) feet from any side lot line and eight (8) feet from any rear lot line.

4. A cistern may not be greater than six (6) feet in height unless screened by the primary structure so that it is not visible from the public street in front of the residence, or for corner lots, from the public street in front of and to the side of the residence.

5. The maximum height of any cistern, even when screened by the residence, shall be fifteen (15) feet.

d. *Protection of quality trees.* The Director of Development Services may approve a deviation from the lot layout or street layout shown in the attached Site Plan in order to retain and protect an existing quality tree, as defined in the Chapter 16, Article VI of the Kennedale City Code. Permission to deviate from the approved Site Plan must be requested, in writing, by the developer. In no case shall the Director approve a deviation from the required minimum front setback of any new primary structure or from the required minimum rear setback of any new primary structure on “A” and “B” type lots.

14. *Utilities and Drainage.* Utilities shall conform to the approved Concept Plan as depicted in Exhibit "B". For any drainage improvements requiring access to or improvements on adjacent property, a letter of entry or other similar written agreement must be obtained by the developer from each affected property owner prior to submitting an application for a final plat under this code. The volume of storm water exiting the property after development shall be less than the volume exiting the property prior to development (as of the date this ordinance is adopted).

15. *Driveways and Access.* All entry and exit points shall conform to the approved Concept Plan and supporting documents, as depicted in Exhibit "B", and shall conform to the standards of the City of Kennedale public works design manual and the City of Kennedale subdivision design criteria of Chapter 17, Division 10 of the City of Kennedale Code of Ordinances, unless otherwise regulated by this ordinance. Notwithstanding the above, it is understood that exact entry and exit points for the subdivision developed under the PD-Vineyard may need to be adjusted due to topographic, soil, or other similar development constraints, and therefore the entry and exit points may be modified with written approval of the Director of Public Works. The Director of Public Works may approve such requests if they are made in writing and present evidence of development constraints that would prohibit the safe ingress or egress of traffic at the location(s) approved in the Concept Plan, but the Director is not required to grant such requests.

16. *Sidewalks.* Sidewalks are required within the PD-Vineyard and shall be constructed according

to the requirements of the City of Kennedale Code of Ordinances, the City of Kennedale Public Works Design Manual, and any other applicable regulations, where not otherwise controlled by this ordinance. Sidewalks must be a minimum of five (5) feet in width and notwithstanding the above, may be constructed of permeable materials and may be designed and constructed using low-impact development standards. Review and approval of low-impact infrastructure or public facilities shall follow the process for review and approval of standard infrastructure or public facilities as set forth in the codes, regulations, and design manuals of the City of Kennedale. Low-impact development standards shall not be approved unless the Director of Public Works is satisfied the materials and construction methods used will meet the same standards for safety and durability as used in standard sidewalk construction within the City of Kennedale.

17. *Community Gardens.* If the developer dedicates land within the PD-Vineyard for a community garden, then a community garden shall be permitted if such use is primarily used for growing and harvesting food crops and ornamental crops, such as flowers, for consumption or donation, but not for sale. Raising of animals or livestock in a community garden is prohibited. Community gardens shall be managed and maintained in compliance with all applicable standards of this ordinance and the City of Kennedale Code of Ordinances, including but not limited to those pertaining to: nuisance abatement, storm water, site accessibility, signage, and any required tree conservation and landscaping. Community gardens must be managed and maintained by a home owners' association which must establish and enforce rules and regulations governing the development and use of any such gardens. Management of such gardens may be delegated to a designated agent such as a non-profit organization, but responsibility for proper maintenance, adherence to all applicable local, state, or federal regulations, and nuisance abatement shall be the responsibility of the home owners' association. If the PD-Vineyard does not have a home owners' association, then the community garden must be managed and maintained by the developer, who will also be responsible for proper maintenance, nuisance abatement, and adherence to all applicable regulations. If the developer does not dedicate land for a community garden, land donated by an individual property owner may be used for such purpose if the owners of eighty (80) percent of the residential property within the PD-Vineyard agree, in writing, to the use of the land for a community garden and have a home owners'

association responsible for management and maintenance.

18. *Fencing and screening.* All fencing around the perimeter of the development shall be masonry or pre-cast masonry, except that lots abutting ponds shall have wrought-iron fencing. Fencing shall be installed before any structures are built, except one (1) model home may be built before the fencing is installed.

19. *Public and common area amenities.* The Developer shall install ornamental benches and ornamental/decorative lighting in common areas. Street lighting and street signs shall be ornamental.

20. *Home owners' association required.* The Developer shall establish a home owners' association, which will be responsible for maintenance of common areas and amenities located therein, including benches, decorative lighting, trails, and landscaping.

21. *Traffic study required.* The Developer shall conduct a traffic study to determine what impact, if any, the development will have on traffic volume and safety on Little School Road.

SECTION 3.

The zoning districts and boundaries as 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 and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 4.

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 5.

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Kennedale, Texas (1991), as amended, including but not limited to all Ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 7.

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

SECTION 8.

All rights or remedies of the City of Kennedale Texas are expressly saved as to any and all violations of any ordinances governing zoning or of any amendments thereto 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 same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 9.

It is hereby declared to be the intention of the City Council that the phrases clauses sentences paragraphs and sections of this ordinance are severable and if any phrase clause sentence paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction such unconstitutionality shall not affect any of the remaining phrases clauses sentences paragraphs and sections of this ordinance since the same would have been enacted by the City

Council without the incorporation in this ordinance of any such unconstitutional phrase clause sentence paragraph or section

SECTION 10.

The City Secretary of the City of Kennedale is hereby directed to publish the caption penalty clause publication clause and effective date clause of this ordinance in every issue of the official newspaper of the City of Kennedale for two days or one issue of the newspaper if the official newspaper is a weekly newspaper as authorized by Section 3.10 of the City of Kennedale Charter.

SECTION 11.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS 19TH DAY OF SEPTEMBER 2013.

MAYOR

SECRETARY

EFFECTIVE: ☐ _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
MAP OF PROPERTY

EXHIBIT "C"
CONCEPTUAL PLAN:
PRELIMINARY SITE PLAN
PRELIMINARY UTILITY PLAN
PRELIMINARY DRAINAGE &
GRADING PLAN
(PLANNED DEVELOPMENT DISTRICT STANDARDS)



Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Case PZ 13-03 to receive comments and consider approval of an ordinance amending Chapter 17, Article VI, "Zoning", of the code of ordinances of the City of Kennedale, Texas, as amended, by establishing new sections providing for creation and purpose, membership, organization, rules and requirements, and powers and duties of the board of adjustment.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary of the Case
4. Action by the Council

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

Last year, you combined the Board of Adjustment and the Board of Building Appeals but have not yet updated related sections of the zoning code to reflect that change. Also, in an effort to standardize and increase transparency, you adopted a new appointment process at the July 11, 2013 meeting, and that process will be implemented this year. The ordinance proposed under case PZ 13-03 would update the section of the city code governing the Board of Adjustment.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	BOA change	BOA.DOCX
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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE VI, “ZONING”, OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS, AS AMENDED, BY ESTABLISHING NEW SECTIONS PROVIDING FOR CREATION AND PURPOSE, MEMBERSHIP, ORGANIZATION, RULES AND REQUIREMENTS, AND POWERS AND DUTIES OF THE BOARD OF ADJUSTMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale 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 Council previously adopted an ordinance providing for the creation and appointment of the Board of Adjustment; and

WHEREAS, the City Council now desires to amend said ordinance to revise the provisions regarding membership on the board.

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

SECTION 1.

Chapter 17, Article VI, Section 17-430 of the Kennedale City Code is hereby amended by revising subsection (a) and adding new subsections (b) and (c) to read as follows and by re-lettering current subsections (b) – (g) as subsections (d) – (i) respectively:

“Sec. 17-430. Board of Adjustment

(a) *Creation and Purpose.* There is hereby created a Board of Adjustment. Such board shall be officially designated as the Board of Adjustment of the City of Kennedale, Texas. The board is a quasi judicial board for the purpose of hearing appeals and making determinations on matters involving the zoning ordinance as hereinafter provided.

(b) *Membership.*

(1) Appointed by majority vote of the city council, this board shall consist of five (5) regular members designated by Places 1 through 5. Appointments shall take place in October of each year, with Places 1, 3, and 5 appointed in odd numbered years and Places 2 and 4 appointed in even numbered years. The term for each place shall be two (2) years. Members must meet the following qualifications:

a. Be a registered voter of the city;

- b. Shall have resided in the corporate limits of the city for at least one (1) year; and
 - c. Continue residency in the city during the term of office.
 - (2) The city council, may, at its discretion, appoint four (4) additional persons to serve as alternate members to the board, designated as Places 6, 7, 8, and 9. The alternate members shall only be entitled to serve at a meeting of the board in which a regular member is absent. If only one regular member is absent the chair shall determine which alternate member shall be entitled to serve during the regular member's absence. When serving in the absence of a regular member, an alternate member shall have the same powers, authority and duties as a regular member of the board.
 - (3) As the board of adjustment also serves as the city's Building Board of Appeals, it is the intent of the city council that the board members shall, to the extent feasible, have experience, education or training in various fields of building construction and building standards.
 - (4) The city council shall appoint a replacement to fill any vacancy for the unexpired term of any member whose place has become vacant.
 - (5) The city council shall have the authority to remove any member at any time for cause, as found by the city council, on a written charge after a public hearing.
- (c) *Organization, Rules, and Requirements.*
- (1) By November of each year, the city council shall designate one member as chair and one member as vice chair. The terms of the chair and vice chair shall be one (1) year. It will be the duty of the chair to preside over meetings and to administer oaths and compel the attendance of witnesses. If the chair is absent the vice chair shall assume the duties of that office.
 - (2) The board shall meet at least ten (10) times per year, on a regular day and time selected by its members. The chair may call special meetings as necessary.
 - (3) The board by majority vote shall adopt rules of procedure that are not inconsistent with state law to conduct meetings and govern its proceedings. The board shall abide by the Texas Open Meetings Law, and shall keep a record of its proceedings, including votes and attendance, and shall submit these records to the City Secretary's Office.
 - (4) Members of the board shall not take any action unless a quorum is present. A quorum shall consist of four (4) members. Each member, including the chair, is entitled to one vote.
 - (5) The City Manager shall designate a city employee to serve as staff liaison to the board.

- (6) Members of the board shall receive one dollar (\$1.00) for each regular meeting attended as compensation for the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

SECTION 2.

This Ordinance shall be cumulative of all other ordinances of the City of Kennedale, and shall not repeal any of the provisions of such ordinance except in those instances when provisions of such ordinances are in direct conflict with the provisions of this ordinance, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

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

SECTION 4.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED on this 12th day of September, 2013.

MAYOR

Attest:

CITY SECRETARY

Effective Date: _____

Approved As To Form And Legality:

CITY ATTORNEY

Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Public hearing to receive input on the Fiscal Year 2013-2014 Proposed Budget.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary
4. Council Action

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

According to Chapter 102, Section 102.006 of the Local Government Code, "the governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing." The governing body shall also provide for public notice of the date, time and location of the hearing. This was accomplished in the Fort Worth Star Telegram on August 23, 2013.

City Staff will make a summary presentation prior to council receiving public comments, if any on the FY2013-2014 Proposed Budget, given the Council Budget Retreat/Workshop conducted on August 9, 2013.

Lastly, Section 102.007 of the Local Government Code on Municipal Budget states that "at the conclusion of the public hearing, the body of the municipality shall take action on the proposed budget." Because it is Council's intent to adopt the budget on September 26, 2013 and not at this specific meeting, Council must still take some kind of action to satisfy the aforementioned requirement. Staff recommends that council take formal action to table adoption of the budget at a later time.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve
Postpone
None

VII. Alternative Actions:

This is a public hearing only. The 2013-2014 budget and tax rate will be adopted, and the budget ratified during a special session on September 26, 2013.

IN ORDER TO SATISFY SECTION 102.007 OF THE LOCAL GOVERNMENT CODE, COUNCIL MUST MAKE THE FOLLOWING MOTION:

I MOTION TO APPROVE THE TABLING/MOVING OF THE ADOPTION OF THE FY2013-2014 BUDGET TO SEPTEMBER 26, 2013 SINCE WE WILL NOT BE TAKING SPECIFIC ACTION AT THIS MEETING.

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - D.

I. Subject:

Public hearing to receive input on the Fiscal Year 2013-2014 Tax Revenue Increase.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

According to Section 5.05 of the Texas Tax Code, the taxing unit must vote to place a proposal to adopt the proposed tax rate as an action item on the agenda of a future meeting when a proposed rate exceeds the rollback rate or the effective rate, whichever is lower, and hold two public hearings prior to. At its special called budget workshop meeting on August 8, 2013, Council approved the placement of an item to adopt a proposed tax rate not to exceed \$.747500 on September 26, 2013 (special session). Furthermore, it scheduled two public hearings on the proposal to occur on September 12 (regular session) and September 19 (special session). The public was notified of both public hearing dates, times and places in the Fort Worth Star Telegram on August 23, 2013 and August 30, 2013.

Taxpayers must have the opportunity to express their views on the revenue increase at each hearing, and the governing body may not adopt the tax rate at either.

City Staff will make a summary presentation prior to council receiving public comments, if any on the FY2013-2014 Proposed Tax Revenue Increase, given the Council Budget Retreat/Workshop conducted on August 8, 2013.

This is a public hearing only. Action will be scheduled during a special called meeting on September 26, 2013. The FY2013-2014 budget and tax rate will be adopted, and the FY2013-2014 budget ratified.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

AT EACH OF THE TWO HEARINGS, THE GOVERNING BODY MUST ANNOUNCE THE DATE, TIME

AND PLACE OF THE MEETING AT WHICH IT WILL VOTE ON THE TAX RATE AS FOLLOWS:

DATE: SEPTEMBER 26, 2013

TIME: 6:00PM

PLACE: COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

VIII. Attachments:

Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - E.

I. Subject:

Consider approval of the city manager to execute a contract with the City of Mansfield for Public Safety dispatch and police jail services.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Attached is the attorney approved contract for police/fire dispatch and jail services. This was presented in the July council work session. We are proposing that the Mansfield Police Department become the Public Safety Answering Point (PSAP) for the City of Kennedale as well as the dispatch service for both the police and fire departments. Additional to this will be that Mansfield will also provide jail services for all prisoners arrested by Kennedale police officers.

IV. Fiscal Impact Summary:

V. Legal Impact:

The contract has been reviewed and revised by the city attorney's office.

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Mansfield Radio Memo	mansfield joint dispatch council memo.doc
2.	Mansfield Contract - Final	Jail Services Interlocal with Kennedale CL 2013.docx
3.	Exhibit A	Revision-Mansfield-Kennedale Exhibit A (08-16-13).pdf
4.	Exhibit B	Exhibit B to Jail Services Interlocal 2013 CL.docx

September 4, 2013

To: Mayor John Clark and Council
From: Chief Tommy Williams
Re: Joint Dispatch and Jail Operation

As you are aware, we are moving forward with Mansfield Police Department officials in joining their system as a user for both public safety dispatch and jail. As a review, we have considered several options over the years including a combined facility with Forest Hill and contracting with the City of Arlington's dispatch facility.

The joint operations discussion has evolved into an interlocal agreement for a joint Public Safety Answering Point (PSAP). The joint PSAP will be within our current operating cost after the first year's start-up costs are paid. The first year's cost projection includes some onetime costs which go away after year one.

The start-up costs include buying into a new records management software management system that will allow officers to be dispatched by, and complete reports through, the mobile computers. This is an upgrade from our current open source CRIMES system. The price also includes a fiber connection through Charter so that we have high-speed accessibility to the Mansfield system. The fiber connection will be based on a five year contract.

The second year cost will be lower due to the first year's elimination of buy-in costs to software and the physical move. After the first year we are responsible for only the yearly maintenance fees.

We will continue to pay the Fort Worth access fee as Mansfield is using the Fort Worth system to provide full radio coverage. This is a \$12,000.00 per year separate cost. We will be able to save some costs by dropping the maintenance contract with DFW Communications because Mansfield has technicians in place that can do maintenance on our radios for just the cost of parts. We would need to maintain the maintenance fees on our consolette radios as they are the units that will be used to record our radio traffic and MPD can't service those. This is a separate cost of approximately \$800 dollars per year.

Our 911 phones as well as the alternate emergency phones will be moved to MPD dispatch. Much of this cost may be absorbed by the 911 district as they will save money in maintaining one PSAP instead of two. They have grant monies available (up to \$50,000) for assistance in moving the infrastructure. We are meeting with all parties involved and continue to look at what we are actually consolidating versus what the monies are available for. We will have more on that at a later date.

There will be some ancillary costs involved. We will need to install a direct line phone to the MPD dispatch office for our lobby. The police building, especially property and evidence, will need an alarm system installed for after hours. The exterior doors will need to be hardened to discourage after-hours entry attempts. The camera system and DVR will need updating as well as the lighting around the outside of our building. I am in the process of getting bids for these projects but have no pricing as yet.

In summary, of all the partnerships we have considered, this is the most viable and beneficial to our employees and citizens. There is a built in cost adjustment each year based on Mansfield's personnel costs, which can be

seen as a negative. It is important to realize, however, that for what we are spending, we are receiving an exponential gain in service.

- Currently we provide one dispatcher per shift for all police and fire radio traffic as well as all phone traffic, including 911. In addition, all after-hours walk-in traffic is handled by the lone dispatcher. One police or fire emergency takes the dispatcher's full attention and results in a reduction in service for others until the emergency settles out.
- The service provided by Mansfield will include dedicated police (2) and fire dispatchers (1) for each shift as well as two call takers for phone lines. This is a much safer system for both our employees in the field as well as our citizens who need assistance.
- In order for us to provide two dispatchers and a call taker for our facility, we would have to spend thousands to create a second console station and a separate phone position. This would be impossible for us to do given the city's current economic status.
- Our prisoners will be going into a jail that meets state and federal guidelines, and is monitored by a full-time jail staff. This reduces the amount of time our employees spend having to conduct book-ins and having to perform a physical check of prisoners every fifteen minutes. This is important to us because we are charged with safeguarding all inmates being held in our jail. In my time here as chief we have had one jail suicide as well as two attempted suicides. This liability will now pass to Mansfield's jail, where their employees are trained and assigned to only monitor inmates.
- Another benefit will be for the fire department. Currently they make almost daily runs to the jail for inmates complaining of various conditions. Most of these complaints are due to boredom and/or an inmate believing that he/she will be released on time served if transported to the hospital. This will free up the ambulance for our citizens to use for legitimate medical emergencies.

Attached is the final contract. All pricing will reflect their final costs based on updated personnel figures. We recommend approval of the contract.

**INTERLOCAL AGREEMENT
FOR COMBINED PUBLIC SAFETY DISPATCHING AND
JAIL SERVICES FOR THE CITIES OF MANSFIELD AND KENNEDALE**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

THIS (“AGREEMENT”), is made and entered into by the CITY OF MANSFIELD, TEXAS, a Home Rule municipal corporation, (“MANSFIELD”), and the CITY OF KENNEDALE, TEXAS a Home Rule municipal corporation, (“KENNEDEALE”) each acting by and through its duly appointed and authorized city managers:

W I T N E S S E T H :

WHEREAS, MANSFIELD AND KENNEDALE are desirous of entering into an Interlocal Agreement to combine public safety dispatching (“Dispatching”) and jail services (“Jail Services”) to provide their residents and businesses with a more effective and efficient delivery of these key public safety services; and

WHEREAS, MANSFIELD and KENNEDALE agree to an initial period of five (5) years with an option for two successive five (5) year terms; and

WHEREAS, MANSFIELD has the facilities available to perform the Dispatching and Jail Services for the two cities; and

WHEREAS, MANSFIELD and KENNEDALE desire to enter into this Agreement to combine Dispatching and Jail Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for Dispatching and Jail Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, MANSFIELD and KENNEDALE have concluded that this Agreement fairly compensates the performing party for the Dispatching and Jail Services being provided hereunder; and

WHEREAS, MANSFIELD and KENNEDALE believe that this Agreement is in the best interests of MANSFIELD and KENNEDALE; and

WHEREAS, this Agreement is approved by the governing bodies of MANSFIELD and KENNEDALE; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, MANSFIELD AND KENNEDALE HEREBY AGREE TO THE FOLLOWING:

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of five (5) years commencing on October 1, 2013, and ending September 30, 2018, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)

Section 3. **Scope of Services to be provided by MANSFIELD.** MANSFIELD hereby agrees to provide KENNEDALE the following equipment, services, personnel, and facilities:

- a. Commencing October 1, 2013, MANSFIELD will provide Jail Services at the MANSFIELD LAW ENFORCEMENT CENTER (Jail). The MANSFIELD Municipal Judge will work with the KENNEDALE Municipal Judge in establishing a mutually agreeable daily arraignment protocol of KENNEDALE prisoners. MANSFIELD will provide the necessary detention officers and other employees to properly supervise and operate MANSFIELD'S jail facility. No KENNEDALE prisoners shall be released except by the authority of the Municipal Judge conducting the arraignments or in accordance with specific written procedures agreed upon by MANSFIELD and KENNEDALE. Jail Services shall include at a minimum the following:
 1. accepting full responsibility for the custodial care of all persons taken into custody by KENNEDALE and delivered to the MANSFIELD LAW ENFORCEMENT CENTER jail facility;
 2. providing all necessary booking services when accepting prisoners to the facility;
 3. providing KENNEDALE with access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by MANSFIELD;
 4. making available all prisoners whose presence is requested or ordered by a court of competent jurisdiction;
 5. releasing prisoners for investigative purposes outside the jail facility when such requests are authorized by a duly authorized KENNEDALE official;
 6. maintaining a log and other applicable records of these and all other significant events related to KENNEDALE prisoners.

7. reservation of the right to refuse any inmate deemed unfit medically and/or psychologically for confinement in the jail solely determined by the MANSFIELD jail shift commander.
 8. maintaining a service level that complies with all applicable standards for the jail functions as required presently and in the future as accepted by industry standards.
- b. On October 1, 2013, MANSFIELD and KENNEDALE will begin the process to merge Public Safety Dispatching Services for police, fire and emergency medical service (“EMS”) services for MANSFIELD and KENNEDALE. MANSFIELD shall provide all such Dispatching Services for KENNEDALE effective March 1, 2014. The Dispatching personnel will be MANSFIELD employees and will be under the supervision and control of the MANSFIELD Chief of Police or his authorized designee. For identification purposes the MANSFIELD Police Department Dispatch Center will be identified as the Mansfield/Kennedale Emergency Communications Center. MANSFIELD shall at all times maintain sufficient staff to perform the Dispatching Services it provides under this agreement. Dispatching Services shall mean all public communication functions necessary for the provision by KENNEDALE of police, fire, and emergency medical services to KENNEDALE’S citizens, and shall include at a minimum the following:
1. answering all KENNEDALE emergency 9-1-1 calls within ten seconds or less;
 2. dispatching emergency calls for Fire/EMS service in one minute or less 90% of the time;
 3. dispatching emergency calls for Police Service in one and a half minutes or less 90% of the time;
 4. providing a dedicated person assigned as a Fire Dispatcher;
 5. answering any citizen requests for service placed to the designated non-emergency number;
 6. dispatching police patrol units, fire apparatus, or EMS as appropriate in response to 9-1-1 or other calls, or at KENNEDALE’s direction;
 7. maintaining radio or other remote communications with KENNEDALE’s police, fire, or EMS units as necessary to facilitate provision of services;
 8. maintaining documentary records of all dispatching activity according to industry standards.
 9. maintaining a service level that complies with all applicable standards for communication functions as required presently and in the future as accepted by industry standards.
- c. MANSFIELD shall make a conditional offer of employment to not less than two (2) public safety dispatchers currently employed by the

Kennedale Police Department on October 1, 2013, for employment with MANSFIELD to become effective on the merger process initiation date of October 1, 2013 with final integration and “go live” date as stated in section 3(b) above. Employment is contingent upon the KENNEDALE dispatch employees passing all MANSFIELD pre-employment processes to include Tarrant County 9-1-1 Critical testing, polygraph examination, background investigation, psychological testing, and medical/drug screen. Upon successful completion of MANSFIELD’s pre-employment processes, the employees will become employees of MANSFIELD and subject to MANSFIELD’s rules, policies, and benefits for all purposes. Employees are subject to a twelve (12) month probationary period as required by MANSFIELD.

- d. MANSFIELD shall provide KENNEDALE monthly service reports detailing prisoner counts and dispatching performance measures including the number of calls for service, response times, number of 911 emergency calls dispatched, and any other statistical reports requested by KENNEDALE capable of being provided by the OSSI-Sungard records management program.
- e. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail Services and Dispatching to KENNEDALE including providing all employee policies and procedures and the administration thereof shall be provided by MANSFIELD.
- f. KENNEDALE shall provide MANSFIELD warrant information issued by the Kennedale Municipal Court to be retained at the MANSFIELD/KENNEDALE Emergency Communications Center to include, but not be limited to, software and/or hardware required for confirmation of warrants.
- g. MANSFIELD shall provide access to KENNEDALE’S warrant information retained at the Mansfield/Kennedale Emergency Communications Center to KENNEDALE’S police department, KENNEDALE Municipal Court and all other law enforcement agencies.
- h. MANSFIELD will form a standing committee consisting of two (2) MANSFIELD employees selected by the Chief of Police of the MANSFIELD Police Department, two (2) employees selected by the MANSFIELD LAW ENFORCEMENT CENTER Jail Administrator, and two (2) KENNEDALE employees selected by the Chief of Police of the Kennedale Police Department to address operational and policy decisions that will arise from operating the public safety dispatch center and Jail. Supervisors from KENNEDALE will be invited to attend all staff meetings called by the MANSFIELD Dispatch Supervisor.

- i. The City of Fort Worth will establish a coordinated Interoperable Communications Plan (“Plan”) to apply to the City of Fort Worth and the users of the City of Fort Worth’s systems. MANSFIELD agrees to participate in the Plan and include the Plan's interoperable talk groups in the programming of its subscriber radio units and Console System when such plan is implemented.
- j. MANSFIELD shall provide and maintain the Motorola Solutions ASTRO 25 Repeater Systems Site and Console System to connect to the City of Fort Worth’s Motorola Solutions ASTRO 25 Master Site and in accordance with Exhibit “B” to this Agreement. MANSFIELD shall acquire updated System software, Site Repeater Systems and Console Systems compatible with the City of Fort Worth’s system every two years unless the City of Fort Worth directs otherwise.
- k. MANSFIELD shall be responsible for the acquisition, programming, and maintenance of all City of Mansfield subscriber radios. MANSFIELD is available to assist with the acquisition, programming, and maintenance of all City of Kennedale radios upon City of Kennedale request.
- l. MANSFIELD agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **KENNEDALE Obligations.** KENNEDALE agrees to perform the following:

- a. Pay the sum of Sixty-Six Thousand, One Hundred and Fifty Dollars (\$66,150) to MANSFIELD for Jail Services for the Fiscal Year 2013/14 beginning on October 1, 2013 and ending on September 30, 2014. (See Exhibit “A” Attached)
- b. Pay the sum of One Hundred and Fifty-Two Thousand, Four Hundred and Thirty-Eight Dollars (\$152,438) to MANSFIELD for their share of expenses to operate the public safety dispatching center; representing a 50% cost share of five (5) dispatchers calculated by using MANSFIELD’S Fiscal Year 2013/14 Budgeted Expenses. (See Exhibit “A” Attached)
- c. Pay the sum of Eighty-Five Thousand, Three Hundred Eighty Dollars (\$85,380) for General and Administrative Charges associated with software, licensing and connectivity charges based on MANSFIELD’S operating budget for Fiscal Year 2013/14. (See Exhibit “A” Attached)
- d. All OSSSI-Sungard software and licenses needed to provide records management, computer-aided dispatch, and mobile computer terminal functions, which are an extension of the MANSFIELD system, will be

purchased by the MANSFIELD and once installed, will remain the property of the MANSFIELD.

All connectivity charges associated with connecting key software and recording systems between MANSFIELD and KENNEDALE will be executed by and remain the responsibility of MANSFIELD.

MANSFIELD agrees to provide KENNEDALE personnel the necessary training and support to effectively utilize all aspects of the OSSI-Sungard software system and components.

- e. KENNEDALE will continue as a member on the City of Fort Worth radio system and pay the required member fees, including the radio maintenance fees for radio control stations within KENNEDALE. The fees for the maintenance agreement for the radio equipment within the Mansfield/Kennedale Emergency Communications Center will be the responsibility of MANSFIELD and will be part of the annual budget operating costs subject to cost sharing agreement for dispatching services.
- f. KENNEDALE agrees to participate in the City of Fort Worth's coordinated Plan and include the Plan's interoperable talk groups in the programming of its subscriber radio units when such plan is implemented. KENNEDALE shall provide and maintain access to the City of Fort Worth Motorola ASTRO 25 Repeater System and Plan and shall make the necessary upgrades to become compatible with the City of Fort Worth's system and Plan pursuant to the City of Fort Worth's direction and pursuant to Exhibit "B".
- g. KENNEDALE shall utilize MANSFIELD'S Repeater System and Console System in accordance with Exhibit "B" and shall provide the radio identifications received from the City of Fort Worth for all radios and consoles owned and operated by KENNEDALE to MANSFIELD.
- h. KENNEDALE shall be responsible for the acquisition, programming, and maintenance of all City of Kennedale subscriber radios.
- i. Agree to utilize the OSSI Records Management System to be compatible with the OSSI Computer Aided Dispatch System that will be used by the public safety dispatching center. KENNEDALE will be responsible for the purchase and maintenance of all computer workstations at KENNEDALE facilities and their own police and fire vehicles or other Public Safety Emergency equipment. KENNEDALE will maintain their own Public Safety records unit at a KENNEDALE facility and be responsible for all law enforcement and fire reporting requirements to State and Federal agencies. KENNEDALE will also be responsible for KENNEDALE'S record dissemination responsibilities to the public,

except direct inquiries from the public regarding a jail or public safety dispatching incident.

- j. Arrange for the timely delivery of all the required paperwork to properly hold and arraign KENNEDALE prisoners. KENNEDALE Police Department will be responsible for the transportation of all KENNEDALE prisoners to the MANSFIELD LAW ENFORCEMENT CENTER jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a KENNEDALE prisoner housed at the jail, a MANSFIELD CITY MARSHAL shall provide security for up to one (1) hour until a KENNEDALE police officer can respond to the medical facility to assume custody. The billable rate in addition to any other payments required pursuant to this Agreement, for guard detail duties will be billed at a rate of \$45.00 per hour, per guard needed. MANSFIELD LAW ENFORCEMENT CENTER staff shall have the discretion to determine how many guards are needed pursuant to this section. Any amount owed pursuant to this section will be compiled and billed monthly and become payable within thirty (30) days of receipt.
- k. A fifty-dollar (\$50.00) per-hour fee shall be charged for daily arraignment if required for a KENNEDALE prisoner(s) only. The fee will be applied per hour regardless of the number of KENNEDALE inmates to be arraigned. The fee will only apply when an arraignment is conducted for the sole purpose of conducting an arraignment of a KENNEDALE prisoner(s). A minimum of a 2-hour charge will apply. The fee will be compiled and billed monthly and become payable within thirty (30) days of receipt.

Section 5. **Payments for Services Performed.** All payments for Jail Services and Dispatching Services, shall be paid by KENNEDALE to MANSFIELD in four (4) equal installments due on the 1st day of each calendar quarter beginning October 1, 2013 in advance of the services performed by MANSFIELD for KENNEDALE for each subsequent calendar quarter of KENNEDALE'S fiscal year and continuing thereafter throughout the term of the Agreement.

Monthly charges associated with guard duty, magistrate duties and any other ancillary duties (as agreed by both parties) shall be paid on a monthly basis. Billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.

MANSFIELD shall notify KENNEDALE of the anticipated costs of the Jail Services, Dispatching Services, Arraignment Fees and general and administrative charges by July 1 of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated

in writing when the MANSFIELD City Council adopts the MANSFIELD annual budget, but shall not exceed the estimate by more than 5%.

In the event the KENNEDALE City Council fails or refuses to approve the annual payment amount set forth in this section by September 25, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of KENNEDALE.

In the event the MANSFIELD City Council fails or refuses to appropriate funds sufficient to fund MANSFIELD's jail services and dispatching services by September 25, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of MANSFIELD.

Section 6. Cancellation.

- a. MANSFIELD or KENNEDALE shall have the right to terminate, based on the provisions of this Agreement, if MANSFIELD or KENNEDALE breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice to the breaching party. If the Agreement is terminated under this paragraph, MANSFIELD shall be entitled to retain money already received.
- b. After the initial twelve (12) months of this agreement, either party shall have the right to terminate this Agreement by giving written notice to the other party at least ninety (90) days prior to the subsequent Fiscal Year, October 1. All payments by KENNEDALE to MANSFIELD shall continue until the cancellation date or as mutually agreed to by both parties.

Section 7. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

City of Mansfield

**Clayton W. Chandler, City Manager
City of Mansfield
1200 East Broad Street
Mansfield, TX 76063**

City of Kennedale

**Bob Hart, City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060**

Section 8. Dispute Resolution In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all questions arising under this Agreement shall first be handled and attempted to

be resolved between the City Managers of MANSFIELD and KENNEDALE or their designees.

All issues regarding the performance of Dispatching, or Jail Services shall be brought directly to the attention of the MANSFIELD Chief of Police, MANSFIELD Jail Administrator/City Marshal or his or her authorized designees. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty appropriate supervisor.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 8.

Section 10. All parties mutually agree that MANSFIELD is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KENNEDALE in no way are to be considered employees of MANSFIELD.

Section 11. TO THE EXTENT ALLOWED BY LAW, MANSFIELD AND KENNEDALE EACH HEREBY AGREE TO INDEMNIFY AND OTHERWISE HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS AND EMPLOYEES IN BOTH PUBLIC AND PRIVATE CAPACITY AGAINST ALL LIABILITY CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSE OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION OF ANY KIND WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR A LOSS OF, DAMAGE TO, OR LOSS OF THE USE OF ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE PERFORMANCE OF JAIL SERVICES UNDER THIS AGREEMENT INCLUDING ANY INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF EITHER PARTY'S OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THE JAIL SERVICES.

MANSFIELD AND KENNEDALE EACH AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE ACTIONS OF THEIR OWN OFFICERS, AGENTS AND EMPLOYEES IN THE OPERATION OF THE MANSFIELD/KENNEDALE EMERGENCY COMMUNICATIONS CENTER, OR IN THE PERFORMANCE OR USE OF DISPATCHING SERVICES UNDER THIS AGREEMENT, AND, TO THE EXTENT ALLOWED BY LAW, EACH PARTY HEREBY AGREES TO INDEMNIFY AND OTHERWISE HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS AND

EMPLOYEES IN BOTH PUBLIC AND PRIVATE CAPACITY AGAINST ALL LIABILITY CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSE OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION OF ANY KIND WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR A LOSS OF, DAMAGE TO, OR LOSS OF THE USE OF ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THAT PARTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN THE OPERATION OF THE MANSFIELD/KENNEDALE EMERGENCY COMMUNICATIONS CENTER, OR IN THE PERFORMANCE OR USE OF DISPATCHING SERVICES UNDER THIS AGREEMENT.

It is expressly understood and agreed that, in the execution of this Agreement, MANSFIELD and KENNEDALE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, MANSFIELD and KENNEDALE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

- Section 12. In the event that the jail and or dispatch center located at the MANSFIELD Facility is damaged due to a natural or a man made disaster and is unusable, MANSFIELD will have a contingency plan to continue to provide the services under this Agreement at another facility.
- Section 13. Annually, at the time the cost for Jail Services and Dispatching Services are recalculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of MANSFIELD and KENNEDALE.
- Section 14. This Agreement has been approved by the governing bodies of MANSFIELD and KENNEDALE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of MANSFIELD and KENNEDALE at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2013, in duplicate originals.

CITY OF MANSFIELD, TEXAS

CITY OF KENNEDALE, TEXAS

By: David Cook
Mayor

By: John Clark
Mayor

ATTEST:

ATTEST:

By: Vicki Collins
City Secretary

By: Amethyst G. Cirmo
City Secretary

APPROVED AS TO FORM:

By: Allen Taylor
City Attorney for Mansfield

By: Wayne Olson
City Attorney for Kennedale

FISCAL YEAR 2013-2014 BUDGET

**COSTS ASSOCIATED WITH THE CITY OF MANSFIELD PROVIDING
EMERGENCY COMMUNICATIONS-DISPATCH SERVICES AND JAIL SERVICES
TO THE CITY OF KENNEDALE**

OPERATING BUDGET FOR MANSFIELD/KENNEDALE
EMERGENCY COMMUNICATIONS CENTER/JAIL SERVICES FISCAL YEAR 2013-2014

Personnel:

The City of Kennedale would be billed for 50% of the total salary/benefits package for five (5) Communications operators hired and supervised by the City of Mansfield to perform emergency dispatch services.

Number	Salary	Overtime	Benefits	Total
1	\$33,212	\$1,869	\$25,894	\$60,975
		78- hours		
5	\$166,060	\$9,345	\$129,470	\$304,875

City of Kennedale Cost: **\$152,438**

Jail Services:

The City of Kennedale would be billed the following for jail services.
The City of Mansfield would provide jail services for the City of Kennedale at the Mansfield Law Enforcement Center located at 1601 Heritage Pkwy in Mansfield. This agreement would require the City of Kennedale Police Department to transport their inmates to this facility.

City of Kennedale Cost: **\$66,150**

The following necessary services will be initiated by the City of Mansfield, but billed to the City of Kennedale.

Software/Connectivity Costs: (Fees for services as of 08-13-13)

	Monthly	Cost
Full OSSI Integration		\$62,726
Charter 50Mbps Fiber	\$952	\$11,424
Fire Station Alerting		\$460
Sitelite Server Software		\$9,900
AT&T Phone Lines (2)		\$870
		\$85,380

Grand Total: **\$303,968**

“EXHIBIT B”

RADIO SYSTEMS TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Radio Systems Terms of Use set forth herein:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles owned and operated by the City of Mansfield that are connected to the CFW (City of Fort Worth) master switch.

“Interoperable Communications Plan” means the plan developed and established by CFW to enhance and simplify radio communications among all agencies utilizing the CFW public safety radio system or connecting its Site Repeater Systems or Console Systems to the CFW master switch.

“Master Site” shall mean the hardware and software provided by CFW as the core component of the Motorola Solutions ASTRO 25 radio communications system. All Site Repeater Systems must connect to the Master Site.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site owned and operated by the City of Mansfield to be connected to the CFW master switch.

“Subscriber Radio” shall mean a control station (desk top radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the CFW Trunked Voice Radio System over the City of Mansfield Site Repeater System.

“Talk Group” shall mean a specific group of subscriber units allowed to communicate privately within that group over shared infrastructure resources.

TERMS OF USE

1. The City of Mansfield's Site Repeater System will connect to the City of Fort Worth's Master Site.
2. The City of Mansfield will provide all reasonable coordination necessary for the upgrade of its Site Repeater Systems and Console Systems to the City of Kennedale so that the City of Kennedale may maintain connection with the City of Mansfield's Site Repeater Systems and Console Systems as required under this agreement.
3. City of Kennedale must provide written authorization to the City of Mansfield prior to the release of the City of Kennedale's radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the City of Mansfield's Site Repeater Systems are the responsibility of the City of Mansfield unless otherwise stated in this Agreement. The City of Mansfield will be responsible for managing infrastructure loading and demand of the City of Mansfield's Site Repeater Systems.
5. The City of Mansfield is the holder of the FCC (Federal Communications Commission) license(s) that the City of Mansfield Site Repeater System uses for its operation. Any City of Kennedale user who operates a radio dispatch utilizing the City of Mansfield's Site Repeater System from a fixed location must obtain the appropriate FCC licenses.
6. The City of Mansfield makes no guarantees, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location.
7. The City of Kennedale shall use due diligence in the maintenance and configuration of the subscriber radio equipment to ensure that no City of Kennedale radio causes a degradation to system operation. The City of Mansfield shall have the right to remove from operation any field radio unit or equipment owned by City of Kennedale that is operating on, attached to or interfaced to the City of Mansfield infrastructure if such equipment is found to cause interference or harm to the City of Mansfield Site Repeater System in any way. The City of Mansfield reserves the right to request that the City of Kennedale's field radio units or equipment operating on, attached to or interfaced to the City of Mansfield Site Repeater System infrastructure be tested for proper operation and repaired if needed by an authorized radio repair facility approved by the City of Mansfield. The cost of such testing or repair will be the sole responsibility of the City of Kennedale. The City of Mansfield shall have the right to deactivate, without prior notification to or consent of the City of Kennedale, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the Site Repeater System.
8. The City of Mansfield, in its sole discretion, shall have the right to deny City of Kennedale access to the radio infrastructure and the right to terminate the Agreement immediately if City of Kennedale fails to make full payment as required under this

Agreement within thirty (30) days of the date payment is due. The City of Mansfield shall have the right to terminate the Agreement immediately or deny access to the City of Mansfield's Site Repeater System, upon notice of the City of Kennedale's misuse of the Site Repeater System.

9. The City of Kennedale shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The City of Kennedale will also comply with the guidelines, or procedures set out in this Agreement. The City of Kennedale is responsible for enforcing such compliance by its employees, volunteers, or any individual operating City of Kennedale subscriber radio equipment. The City of Kennedale will be responsible for payment of any fines and penalties levied against the City of Mansfield or City of Kennedale as a result of improper or unlawful use of subscriber radio equipment owned by City of Kennedale.
10. In order to comply with Federal, State, and Local Laws and/or Mandates, the City of Mansfield, as the Licensee, may need to act on behalf of the City of Kennedale regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this Agreement is in force, the City of Kennedale will allow the City of Mansfield to facilitate such activities on City of Kennedale's behalf as necessary.
11. In the instance where the City of Kennedale's subscriber radio equipment is to be replaced in order to be in compliance with Federal, State, or Local Laws and Mandates, title and ownership of such replacement subscriber radio equipment shall pass directly to the City of Kennedale upon delivery of subscriber radio equipment to the City of Mansfield's site. The City of Kennedale shall provide the City of Mansfield, or its designee, with the subscriber radio equipment to be replaced, in good working order, as determined by the City of Kennedale or its designee. City of Kennedale shall be liable for payment of any fees associated with radios deemed to be not in proper working order. City of Kennedale shall be liable for payment of any fees associated with upgrades to subscriber radio equipment.

Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - F.

I. Subject:

Consider approval of an Ordinance amending section 4-301(b)(3) of the City Code, requiring proof of insurance coverage from all contractors registering to work in the City of Kennedale.

II. Originated by:

Bob Hart, City Manager

III. Summary:

This item was discussed at length during the work session of the last Council meeting. Please review the attached ordinance.

This ordinance will require any contractor registering in the City of Kennedale to provide proof of insurance.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Contractor registration	Registration of Contractors.docx
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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-301(b)(3) OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE RELATING TO REGULATION OF CONTRACTORS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, (hereinafter referred to as “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 Texas Local Government Code; and

WHEREAS, the City Council previously adopted regulations regarding contractors performing work within the City, as codified in Chapter 4, Article XIII “Regulation of Contractors”, of the Kennedale Code of Ordinances, as amended; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend Section 4-301(b)(3) of the Code of Ordinances relating to the contractor’s evidence of insurance required for registration within the City.

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

SECTION 1.

Chapter 4, “Buildings and Building Regulations”, Article XIII “Registration of Contractors”, of the Code of Ordinances of the City of Kennedale is hereby amended to read as follows:

ARTICLE XIII. REGISTRATION OF CONTRACTORS

...

Sec. 4-301. Registration and application.

...

(b)(3) A copy of the contractor’s current certificate of insurance evidencing levels of insurance coverage protecting against claims relating to the work or services to be performed.

The remaining provisions of Section 4-301 shall remain in full force and effect.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of Kennedale, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

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

SECTION 4.

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Five Hundred Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 5.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of any ordinances governing registration of contractors 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 6.

The City Secretary of the City of Kennedale is hereby directed to publish the Caption, Section 1, Penalty Clause, and Effective Date Clause of this Ordinance as required by Section 52.011 of the Texas Local Government Code, Charter, and other applicable law.

SECTION 7.

This Ordinance shall take effect from and after its date of passage and publication in accordance with law, and it is so ordained.

PASSED AND APPROVED this the ____ day of _____ 2013.

Mayor, John Clark

ATTEST:

Amethyst Cirno, City Secretary

APPROVED AS TO FORM:

City Attorney

Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - G.

I. Subject:

Consider approval of an Ordinance amending compensation for Council, Board, and Commission members.

II. Originated by:

Bob Hart, City Manager

III. Summary:

This item was discussed at the Budget Workshop meeting on 8/9/2013. Please review the attached ordinance, which sets the compensation amount at \$1.00 per regular meeting for all council, board, and commission members.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	compensation	Board Council Compensation-002.doc
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ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 2-21, 4-251, 16-12(f), 16-62(f), 16-97(f), 16-102(d), 16-117, AND 17-23(f) TO CHANGE THE COMPENSATION TO \$1.00 FOR MEMBERS OF THE CITY COUNCIL, BUILDING BOARD OF APPEALS, PARKS AND RECREATION BOARD, LIBRARY ADVISORY BOARD, KEEP KENNEDALE BEAUTIFUL COMMISSION, ARTS AND CULTURE ADVISORY BOARD, YOUTH ADVISORY COUNCIL, AND PLANNING AND ZONING COMMISSION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale 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 has previously provided for compensation to members of the city council and certain other boards and commissions of the city for their service such that the members of those bodies will be immune from individual liability for common law torts under state law under section 101.106 of the Texas Civil Practice and Remedies Code; and

WHEREAS, the Council now desires to change the amount of compensation to members of the city council and other boards and commissions of the city.

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

SECTION 1.

The Kennedale City Code is hereby amended by amending Section 2-21 of Article II "City Council" of Chapter 2 "Administration" to read as follows:

Sec. 2-21. Compensation and Reimbursement.

The members of the city council shall regularly attend meetings of the council and shall receive one dollar (\$1.00) for each scheduled city council meeting duly attended as compensation for performance of their duties. The city council shall also receive one dollar (\$1.00) for each scheduled city council meeting duly attended as reimbursement for expenses incurred in the performance of their duties.

SECTION 2.

The Kennedale City Code is hereby amended by amending Section 4-251 of Article IX "Building Board of Appeals" of Chapter 4 "Buildings and Building Regulations" to read as follows:

Sec. 4-251. Meetings and quorums.

A quorum for the conduct of business shall consist of four (4) members of the board. Each member is entitled to one (1) vote and action of the board shall require a majority of those members present. The members of the board shall regularly attend meetings and shall receive one dollar (\$1.00) for each meeting attended as compensation for the performance of their duties. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties. The members shall comply with all time limits and public notice requirements and all meetings of the board shall be held in compliance with the Texas Open Meetings Act.

SECTION 3.

The Kennedale City Code is hereby amended by amending Section 16-12(f) of Article II "Parks and Recreation Board" of Chapter 16 "Parks, Recreation, and Cultural Activities" to read as follows:

(f) Members of the board shall receive one dollar (\$1.00) for each regular meeting attended as compensation for the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

SECTION 4.

The Kennedale City Code is hereby amended by amending Section 16-62(f) of Article V "Library Advisory Board" of Chapter 16 "Parks, Recreation, and Cultural Activities" to read as follows:

(f) Members of the board shall receive one dollar (\$1.00) for each regular meeting attended as compensation for the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

SECTION 5.

The Kennedale City Code is hereby amended by amending Section 16-97(f) of Article VII "Keep Kennedale Beautiful Commission" of Chapter 16 "Parks, Recreation, and Cultural Activities" to read as follows:

(f) Members of the commission shall receive one dollar (\$1.00) for each regular meeting attended as compensation for the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

SECTION 6.

The Kennedale City Code is hereby amended by amending Section 16-102(d) of Article VIII "Arts and Culture Advisory Board" of Chapter 16 "Parks, Recreation, and Cultural Activities" to read as follows:

(d) Members of the board shall regularly attend meetings and shall receive one dollar (\$1.00) for each regular meeting attended as compensation for the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

SECTION 7.

The Kennedale City Code is hereby amended by amending Section 16-117 of Article IX "Youth Advisory Council" of Chapter 16 "Parks, Recreation, and Cultural Activities" to read as follows:

Sec. 16-117. - Compensation.

Members of the YAC shall regularly attend meetings of the YAC and shall receive one dollar (\$1.00) for each scheduled YAC meeting duly attended as compensation for performance of their duties.

SECTION 8.

The Kennedale City Code is hereby amended by amending Section 17-23(f) of Article II "Planning and Zoning Commission" of Chapter 17 "Planning and Land Development" to read as follows:

(f) Members of the commission shall receive one dollar (\$1.00) for each regular meeting attended in the performance of their duties, but no compensation shall be paid for special meetings. In addition, members may receive reimbursement of authorized expenses attendant to the performance of their duties.

SECTION 9.

This ordinance shall be cumulative of all provisions of ordinances of the City of Kennedale, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 10.

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

SECTION 11.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED ON THIS 12TH DAY OF SEPTEMBER, 2013.

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Date: September 12, 2013

Agenda Item No: REGULAR ITEMS - H.

I. Subject:

Consider adjusting the date of the October and November regular Council meeting.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

As the City Manager and several Councilmembers will be out of town at the National League of Cities meeting on November 14th, please consider setting an alternate date.

Suggested Dates:

11/7

11/12

November Calendar:

11/5 - Election Day

11/6 Parks & Rec Board

11/11 - Veterans Day

11/13 - Municipal Court

11/19 - EDC

11/21 - P&Z

11/28-19 - Thanksgiving Holiday

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments: