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KENNEDALE CITY COUNCIL
AGENDA
REGULAR MEETING
February 13, 2014
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

II. 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, legal issues regarding nonconforming uses, and discussion of zoning issues in the city.

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

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.

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. Mayor: Updates and information, if any:

- Presentation of Government Finance Officers Association (GFOA) Award of Financial Reporting Achievement to City of Kennedale Finance Department for year ending September 30, 2012 and Sakura Moten-Dedrick, Director of Finance & Information Technology.

B. Councilmembers: Updates and information, if any.

C. City Manager: Updates and information, if any.

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 the January 16, 2014 regular meeting.

XI. REGULAR ITEMS

A. Presentation of the 2013 Racial Profiling Report.

B. Consider authorizing the Mayor to execute an interlocal agreement for rabies control with the City of Fort Worth for use of their Animal Shelter.

C. Conduct a public hearing relative to Tarrant County Community Development and Housing for the 40th Year Community Development Block Grant (CDBG) Project for water and sewer improvements.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary
2. Action by the City Council on Resolution 419, approving funding for the 40th year CDBG project.

D. Consider setting a date for a special meeting to accept the audit.

E. Consider meeting with the Board of Adjustment.

F. Consider approval of Resolution 420, authorizing the City Manager to execute a Chapter 380 Agreement with H & O Die Supply.

G. Consider approval of Resolution 421, authorizing the City Manager to execute a Chapter 380 Agreement with Watson Glass.

H. Consider the approval of a settlement agreement with Don's Scrap Metal.

XII. 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 Cirmo, City Secretary, at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the February 13, 2014, 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. Sloane

Amethyst G. Sloane, City Secretary

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

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, legal issues regarding nonconforming uses, and discussion of zoning issues in the city.

II. Originated by:

Bob Hart

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:

1.	Settlement Agreement	Settlement Agreement - Don's Scrap Metal.docx

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:
Mayor: Updates and information, if any:

- Presentation of Government Finance Officers Association (GFOA) Award of Financial Reporting Achievement to City of Kennedale Finance Department for year ending September 30, 2012 and Sakura Moten-Dedrick, Director of Finance & Information Technology.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:
At this time, the GFOA award will be presented to the City and to our Finance Director, Sakura Moten-Dedrick.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
None

VII. Alternative Actions:
Plaque provided.

VIII. Attachments:

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:
Councilmembers: Updates and information, if any.

II. Originated by:

III. Summary:
Updates from council, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
None

VII. Alternative Actions:

VIII. Attachments:

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:
City Manager: Updates and information, if any.

II. Originated by:

Bob Hart

III. Summary:
Updates from the City Manager, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
None

VII. Alternative Actions:

VIII. Attachments:

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: CONSENT ITEMS - A.

I. Subject:
Consider approval of minutes from the January 16, 2014 regular meeting.

II. Originated by:

Amethyst G. Cirmo, City Secretary and Communications Coordinator

III. Summary:
Please see the attached minutes for approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	minutes	01.16.2014 CC Minutes.doc

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KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
January 16, 2014
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

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

The Council recessed into executive session at 5:32PM.

II. 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, legal issues regarding nonconforming uses, and discussion of zoning issues in the city.

III. WORK SESSION

A. Consider any items from the regular agenda, if needed.

No items from the regular session were considered.

IV. REGULAR SESSION

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

V. ROLL CALL

Present: John Clark, Frank Fernandez, Brian Johnson, Charles Overstreet, Kelly Turner, Liz Carrington
Absent: none

VI. INVOCATION

VII. UNITED STATES PLEDGE

VIII. TEXAS PLEDGE

IX. VISITOR/CITIZENS FORUM

No individuals signed up to speak.

X. REPORTS/ANNOUNCEMENTS

A. Updates and information from the Mayor.
Mayor Clark thanked the community for their participation in the Salvation Army challenge over the holiday season.

B. Updates and information from Councilmembers.

Councilmember Fernandez noted that James Sloan, past member of the Planning and Zoning Commission recently passed away.

C. Updates and information from the City Manager.

Bob Hart announced that the city would begin conducting a marketing study with the University of Texas at Arlington for the TownCenter area.

XI. 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 December 12, 2013 regular meeting.

Motion To approve the consent agenda as presented. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

XII. REGULAR ITEMS

A. **CASE # PZ 13-11** to receive comments and consider action on a request by Ashton Holdings, Inc. for a replat of approximately 4.3 acres, for property owned by Ricardo Trevino and located at the corner of Swiney Hiett Rd and Collett Sublett Rd, legal description of Oliver Acres Addition Block 2 Lot 6, to create Lots 6R1-6R8.

1. Staff Presentation
   City planner Rachel Roberts approached the Council, noting that this case was tabled last month. The plat has been review by staff and was presented to the Planning & Zoning Commission in November, at which time several residents expressed concerns with water pressure in the area. Public works has explained that a development of this size will have a negligible effect on water pressure in the area.

   Councilmember Turner asked about the general water pressure on that side of town. Larry Ledbetter noted that due to the height and capacity of the city's current standpipe 40 pounds of pressure was likely to be the average in this area.

2. Applicant Presentation
   Adlai Pennington of 1375 Gilman Rd in Kennedale asked if Council had any further questions. Council had no questions for the applicant.

3. Public Hearing
   Mayor Clark opened the public hearing. No one signed up to speak and the hearing was closed.

4. Applicant Response
   No response was necessary.

5. Staff Response and Summary
   No response was necessary.

6. Action by the Council

Motion To approve CASE # PZ 13-11 as presented. **Action** Approve, **Moved By** Brian Johnson, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

B. Consider approval of Resolution 418, calling the May 10, 2014 General Election.

Motion To approve Resolution 418 as presented. **Action** Approve, **Moved By** Brian Johnson, **Seconded By** Kelly Turner.
Motion Passed Unanimously

C. Consider selection of a project engineer for the Transportation Improvement Program project for sidewalks on Kennedale Parkway.

In 2009 Kennedale received a Regional Toll Revenue Grant for landscaping and sidewalks in the TownCenter area. The attorney general's opinion against the grant resulted in Kennedale's loss of these funds. Through the work of the Texas Department of Transportation (TxDOT) and the North Central Texas Council of Governments (NCTCOG), a replacement grant through the Transportation Improvement Program (TIP) was obtained as an alternate funding mechanism and the project scope was amended to construct a sidewalk along the southwest side of Kennedale Parkway.

A Request for Qualifications (RFQ) from the city returned 11 engineering candidates for this project. Based on the scoring results, Shield Engineering is recommended to design the infrastructure for the City of Kennedale.

Motion To approve Shield Engineering as the project engineer for the Transportation Improvement Program project for sidewalks on Kennedale Parkway. **Action** Approve, Moved **By** Brian Johnson, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

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

No action was necessary. Executive session was held prior to the regular session.

XIV. ADJOURNMENT

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

The meeting was adjourned at 7:30PM.

APPROVED:

Mayor John Clark

ATTEST:

City Secretary Amethyst G. Cirmo

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - A.

I. Subject:
Presentation of the 2013 Racial Profiling Report.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Attached is the racial profiling report for 2013. This report must be submitted to the governing body of the city on or before March 1st of each calendar year.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	2013 Racial Profiling Report	racial profiling report 2013.doc
2.	2013 Racial Profiling Data Report	Racial Profiling Data Sheet 2013 (Autosaved).xls

KENNEDALE
Police Department
www.cityofkennedale.com

February 13, 2014

To: City Manager, Mayor, and Council Members
From: Tommy Williams, Police Chief
Re: Racial Profiling Report

Statistical Data

As required by S.B. 1074, attached is a spreadsheet outlining the data from our citations from traffic stops during calendar year 2013. You will remember that in 2012, due to a change in the Census Bureau reporting format and data sets I dropped the Fair Roads Standard in favor of at-large population figures from the 2010 census. This allows us to collect data not only against licensed drivers, but also against those drivers who regularly operate a vehicle without benefit of a license.

Because such a large majority of our citations continue to be issued to persons outside of the city, the baseline includes the combined populations of our neighboring cities of Arlington, Forest Hill, Fort Worth, and Mansfield, as well as Kennedale. Motorists come from or through these cities in order to get to or through Kennedale. Our stops and searches are within tolerances for the percentile groups.

I will electronically file a copy of this report and spreadsheet for posting on the TCLEOSE web site.

Complaints

We had no racial profiling complaints filed during the reporting period of 2013.

Public Education

The process for filing racial profiling complaints against employees is posted in three places. The first is on our police department website, the second in the police building lobby, and the third is in the city hall lobby. A copy of the entire racial profiling policy is available to the public on request.

Employee Training

Numerous discussions occur during briefing and staff meetings throughout the year about racial profiling issues to be aware of. In addition, supervisors are required to regularly review random video tapes of stops to identify any problems that have not been reported. No issues were identified.

Kennedale Police Department
Racial Profiling Data
01-01-2013 through 12-31-2013

Race	*Citations From Traffic Stops*	*Arrests From Traffic Stops*	*Total Searches Conducted*	*Consent Searches Conducted*	*Representative Population - Kennedale Area*	*Represntative Population - Tarrant County*
White	**1434**	**16**	**84**	**36**	**57.00%**	**57.00%**
Percent of Group Total	65.10%	80.00%	75.00%	72.00%		
Black	**468**	**1**	**19**	**9**	**16.00%**	**13.00%**
Percent of Group Total	21.20%	5.00%	17.00%	18.00%		
Hispanic	**247**	**3**	**9**	**5**	**26.00%**	**24.00%**
Percent of Group Total	11.20%	15.00%	8.00%	10.00%		
Asian	**11**	**0**	**0**	**0**	**4.00%**	**4.00%**
Percent of Group Total	0.50%					
Native American	**2**	**0**	**0**	**0**	**0.06%**	**0.01%**
Percent of Group Total	0.10%					
Middle Eastern	**6**	**0**	**0**	**0**		
Percentage of Group Total	0.30%					
Other/Unknown	**34**	**0**	**0**	**0**	**0.01**	**0.002**
Percent of Group Total	0.60%					
Total	**2202**	**20**	**112**	**50**		

Race/Ethnicity Known Before Stop? **Yes - 474 (22%) No - 1728 (78%)**

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - B.

I. Subject:
Consider authorizing the Mayor to execute an interlocal agreement for rabies control with the City of Fort Worth for use of their Animal Shelter.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:
Attached is the FY 2014 contract with Fort Worth for use of their animal shelter. It looks to be the same as the current contract with one exception. They have increased shelter hours back to the original seven days per week that was in our contract prior to FY 2013.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Fort Worth Animal Shelter Contract FY 2014	ACO Contract 2014.pdf

STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR RABIES CONTROL

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as "City"), and the City of Kennedale, a home-rule municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized _____ (hereinafter referred to as "Kennedale").

W I T N E S S E T H :

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the "Act"), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Kennedale wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Kennedale; and

WHEREAS, Kennedale and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.
PURPOSE

The purpose of this Interlocal Agreement is to enter into an agreement between the City and Kennedale whereby, subject to the terms and conditions hereinafter set forth and for the consideration specified below, City agrees to provide Kennedale with limited rabies control services in the City of Kennedale, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of Kennedale.

2.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL CARE AND CONTROL CENTER shall mean the facility located at 4900 Martin Street, Fort Worth, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person or other animal that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or a dog that commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC § 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

3.

TERM

The term of this Agreement is for a period of one (1) year commencing on October 1, 2013 and ending on September 30, 2014.

4.
SERVICES BY CITY

A. Hours
City agrees to perform the services annotated in Subsection B below, for Kennedale between the hours of 8:00 a.m. and 5:00 p.m. only, Tuesday thru Saturday, and 8:00 a.m. to 4:00 p.m. Sunday and Monday, excluding holidays, with no afterhours service provided.

B. Rabies Response
In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, City will either hold for the 72 hour holding period or euthanize and process for rabies testing bite animals which are presented by Kennedale to the City.

C. Impoundment of Animals
City will board animals delivered to the City's Animal Care and Control Center by Kennedale officials.

5.
DUTIES OF KENNEDALE

A. Kennedale agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Section 4 of this Agreement, including criminal enforcement.

B. Kennedale agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of animals requiring quarantine or testing under Section 4 of this Agreement, whose owners have failed or refused to place them for quarantine or testing. Kennedale further agrees that City is not required to pursue the issuance and execution of such warrants.

6.
IMPOUNDMENT, QUARANTINE AND DISPOSITION OF ANIMALS

A. A live, stray animal impounded by the City under this Agreement shall be held for a period of not less than 72 hours unless released earlier to its owner. A quarantined animal shall be held or presented for testing according to the Act and the Rules. Kennedale shall provide in writing to the City the date of the bite incident and the animal's date of release from quarantine.

B. Prior to the expiration of the impoundment period, the City may destroy an impounded animal if the Superintendent of the Animal Care and Control Division or the Animal Care and Control Center's veterinarian recommends and approves such action.

C. Impounded and/or quarantined animals will be released to their owners upon:
(1) Proof of identification;
(2) Receipt or other proof of payment to Kennedale of kenneling fees;
(3) Purchase of a City license tag if the animal is a dog or cat and the owner resides within the City; and
(4) Arranging for rabies vaccination for the animal if the animal is a dog or a cat and its vaccination is not current and the animal's owner resides within the City.

D. The ownership of impounded animals that have not been released to their owners on the expiration of the impoundment period reverts to the City, and the animals may be placed for adoption or euthanized, at the sole discretion of the City.

E. All quarantined animals from Kennedale not reclaimed by their owner will be euthanized, and Kennedale will be billed for the cost of quarantine, euthanization and disposal as applicable.

7.
EXCLUSIONS

A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of the City of Kennedale as those terms are defined or used in Title 10 of the Texas Health and Safety Code.

B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the City of Kennedale under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code.

C. Nothing in this Agreement shall be deemed as requiring the City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.

D. **City shall not impound stray animals if Kennedale fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Texas Health and Safety Code that require animals to be restrained at all times.**

8.
RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring,

training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation, insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Kennedale shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Kennedale becomes necessary for the resolution of the emergency.

9.
CONSIDERATION

A. As fair compensation for the services rendered by City to Kennedale from October 1, 2013 through September 30, 2014, Kennedale agrees to pay City for its services based on the schedule attached hereto as Attachment A, as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. City may adjust any fee listed in Attachment A during the term of this Agreement by giving Kennedale 120 days written notice.

B. The number of boarding days, for billing purposes, will begin on the day that the animal is impounded and continue as long as the animal is held. In addition to boarding fees, a quarantine fee will be charged on all animals placed into quarantine, and an administrative fee will be charged on all animal impoundments. Euthanasia and disposal fees and head and shipment preparation fees shall be as described in Attachment A.

C. Kennedale will not pay City more than $_____, in total, for services rendered during the term of this Agreement. This amount shall herein constitute a **not to exceed** limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide the City of Kennedale with an itemized quarterly bill. Kennedale agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Kennedale, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Kennedale for any outstanding balance, regardless of the amount, and Kennedale agrees to promptly pay such bill, within thirty (30) days of receipt.

D. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City under subparagraph A. above shall be paid from revenues available to Kennedale in fiscal year October 2013 through September 2014.

10.
LIABILITIES

A. To the extent permitted by law, Kennedale shall be responsible for all work-related deaths, injuries or diseases of Kennedale employees, and, for property damage, personal injury or death caused by Kennedale employees or volunteers relating to work provided pursuant to this Agreement.

B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and, for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.

C. Kennedale shall be responsible for all property damages, personal injuries and death arising from the use of City and Kennedale equipment and vehicles caused by Kennedale employees or volunteers pursuant to this Agreement. Furthermore, Kennedale shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by Kennedale employees or volunteers during the provision of services hereunder.

D. City shall be responsible for all property damages, personal injuries and death arising from the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. City shall also be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

11.
IMMUNITY & THIRD PARTIES

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

B. Nothing in this Agreement shall be construed to benefit any third party other than an employee or officer of Kennedale or City while in the performance of this Agreement. This Agreement may not be construed to expand the liability of City or Kennedale beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code, unless specifically stated herein.

12.
TERMINATION

It is further agreed by and between City and Kennedale, that City and Kennedale shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

13.
ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

14.
MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Kennedale.

15.
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16.
AUTHORITY

This Agreement is made for City and Kennedale as an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code.

17.
AUTHORIZATION

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

18.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay.

19.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, the Fort Worth City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery to Kennedale of written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

20.
HOMELAND SECURITY

If the United States Department of Homeland Security issues a **Level Orange or Level Red Alert**, City, in its sole discretion, may terminate the Agreement immediately.

EXECUTED in triplicate this _____ day of _____, 20__, in Tarrant County, Texas.

CITY OF FORT WORTH

_____
Charles W. Daniels
Assistant City Manager

APPROVED AS TO FORM

_____
Arthur N. Bashor
Assistant City Attorney

ATTEST:

_____
Mary J. Kayser
City Secretary

CITY OF KENNEDALE

_____
BY:_____
ITS:_____

APPROVED AS TO FORM

_____
City Attorney

ATTEST:

_____
City Secretary

M&C C-26547

"EXHIBIT A"

SCHEDULE OF FEES TO BE PAID BY KENNEDALE

DAILY BOARD FEE	
Kenneling (per dog, cat or other small animal)	$15.00 per day
Quarantine (per animal)	$20.00 per day
Quarantine fee (per animal)	$100.00
HEAD PREPARATION AND SHIPMENT	
Per Animal Head	$100.00
EUTHANIZATION AND DISPOSAL	
Per animal	$50.00
ADMINISTRATION FEE (per impoundment)	$50.00

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - C.

I. Subject:
Conduct a public hearing relative to Tarrant County Community Development and Housing for the 40th Year Community Development Block Grant (CDBG) Project for water and sewer improvements.

1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary
2. Action by the City Council on Resolution 419, approving funding for the 40th year CDBG project.

II. Originated by:

Larry Ledbetter, Director of Public Works

III. Summary:
The City participates in an annual Public Works project that is funded, in part, by a HUD Community Development Block Grant (CDBG) and administered by Tarrant County. As part of the application process, the County requires that the City authorize the project and pledge any funds that may exceed the HUD grant for the design and construction.

The recommended 2014 (40th year CDBG) project is the reconstruction of the sanitary sewer system in the 100-200 blocks of Caylebait Drive from 5th Street to Mansfield Street /400 block of Broadway. The project includes the reconstruction of 1050' of existing 6" SS and manholes with 8" PVC and HDPE. Construction shall be a combination of open cut and pipe burst.

The estimated Engineering and Construction cost of the project is $165,017.00 and the City's participation and matching amount is estimated at $25,017.00.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R419	R419 - 40th Year CDBG Funding.docx

RESOLUTION NO. 419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS AUTHORIZING FUNDING PARTICIPATION WITH TARRANT COUNTY COMMUNITY DEVELOPMENT AND HOUSING FOR THE 40th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR SANITARY SEWER IMPROVEMENTS WITHIN THE CITY OF KENNEDALE, TEXAS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in the City Council Meeting of February 13, 2014, the City Council of the City of Kennedale approved the 40th Year Community Development Block Grant Project (CDBG) to replace 1,050 linear feet of sanitary sewer lines and manholes on Caylebait Drive in the City of Kennedale, Texas; and

WHEREAS, the budget for the project approved on February 14, 2013 reflected an estimated construction cost in an amount of $165,017.00 with the City of Kennedale is pledging funds in an amount of $25,017.00; and

WHEREAS, the City funds will be budgeted in the 2013/2014 fiscal year budget and will be utilized for project costs in excess of the CDBG funds available for the project.

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

Section 1.
That all matters stated in the preamble of this resolution are true and correct and are incorporated herein as if copied in their entirety.

Section 2.
That this resolution shall be effective upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE,TEXAS ON this, the 13th day of February, 2014.

APPROVED: _____
Mayor John Clark

ATTEST: _____
Amethyst G. Cirmo, City Secretary

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - D.

I. Subject:
Consider setting a date for a special meeting to accept the audit.

II. Originated by:

Amethyst G. Cirmo, City Secretary and Communications Coordinator

III. Summary:
Potential meeting date(s):

Thursday, February 27

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - E.

I. Subject:
Consider meeting with the Board of Adjustment.

II. Originated by:

Amethyst G. Cirmo, City Secretary and Communications Coordinator

III. Summary:
Potential dates for this meeting are Tuesday, March 3rd or Tuesday, April 1st, which are regular meeting dates for the Board of Adjustment.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - F.

I. Subject:
Consider approval of Resolution 420, authorizing the City Manager to execute a Chapter 380 Agreement with H & O Die Supply.

II. Originated by:

Bob Hart

III. Summary:
City staff is negotiating a chapter 380 agreement with H&O Die Supply to facilitate their expansion in Kennedale. The agreement provides for a refund of city taxes based on the incremental value of the expansion for a period of five years. A final agreement will be provided upon completion.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R420	R420- - 380 Agreement for H&O Die Supply.docx

RESOLUTION NO. 420

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS APPROVINGTHE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH H & O DIE SUPPLY FOR SUCH PURPOSES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the city; and

WHEREAS, the City Council has been presented with a proposed agreement by and between the City of Kennedale and H & O Die Supply a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called the "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement will assist in implementing a program whereby economic development will be promoted and business and commercial activity will be stimulated in the City.

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

SECTION 1.

The City Council finds that the terms of the Agreement will promote economic development and stimulate business and commercial activity in the City and otherwise meet the criteria of Section 380.001 of the Texas Local Government Code.

SECTION 2.

The City Council hereby adopts and economic development program whereby the City of Kennedale will make economic development program payments for the benefit of H & O Die Supply, and take other specified actions in order to induce economic development within the City, in accordance with the terms outlined in the Agreement.

SECTION 3.

The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Kennedale and found to be acceptable and in the best interest of the City and its citizens are hereby approved.

SECTION 4.

The City Manager is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City substantially according to the terms and conditions set forth in the Agreement.

SECTION 5.

This Resolution shall become effective from and after its passage.

PASSED, APPROVED, and EFFECTIVE this 13th day of February, 2014.

_____

Mayor, John Clark

ATTEST:

_____

Amethyst G. Cirmo, City Secretary

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - G.

I. Subject:
Consider approval of Resolution 421, authorizing the City Manager to execute a Chapter 380 Agreement with Watson Glass.

II. Originated by:

Bob Hart

III. Summary:
City staff is negotiating a chapter 380 agreement with RE Watson & Associates dba Watson Glass to facilitate their expansion in Kennedale. The agreement provides for a refund of city taxes based on the incremental
value of the expansion for a period of five years. A final agreement will
be provided upon completion.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R421	R421 - 380 Agreement for Watson Glass.docx

RESOLUTION NO. 421

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS APPROVINGTHE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RE WATSON & ASSOCIATES d/b/a WATSON GLASS COMPANY FOR SUCH PURPOSES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the city; and

WHEREAS, the City Council has been presented with a proposed agreement by and between the City of Kennedale and RE Watson & Associates d/b/a Watson Glass, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called the "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement will assist in implementing a program whereby economic development will be promoted and business and commercial activity will be stimulated in the City.

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

SECTION 1.

The City Council finds that the terms of the Agreement will promote economic development and stimulate business and commercial activity in the City and otherwise meet the criteria of Section 380.001 of the Texas Local Government Code.

SECTION 2.

The City Council hereby adopts and economic development program whereby the City of Kennedale will make economic development program payments for the benefit of RE Watson & Associates d/b/a Watson Glass, and take other specified actions in order to induce economic development within the City, in accordance with the terms outlined in the Agreement.

SECTION 3.

The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Kennedale and found to be acceptable and in the best interest of the City and its citizens are hereby approved.

SECTION 4.

The City Manager is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City substantially according to the terms and conditions set forth in the Agreement.

SECTION 5.

This Resolution shall become effective from and after its passage.

PASSED, APPROVED, and EFFECTIVE this 13th day of February, 2014.

_____

Mayor, John Clark

ATTEST:

_____

Amethyst G. Cirmo, City Secretary

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Staff Report to the Honorable Mayor and City Council

Date: February 13, 2014

Agenda Item No: REGULAR ITEMS - H.

I. Subject:
Consider the approval of a settlement agreement with Don's Scrap Metal.

II. Originated by:

Bob Hart

III. Summary:
The special use permit will expire for Don's Scrap Metal in February 2014. Negotiations are underway for an extension. A settlement agreement will be presented to the city council during executive session for possible action under the regular agenda.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments: