

KENNEDALE CITY COUNCIL
AGENDA
REGULAR MEETING
April 10, 2014
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 from Senior Citizen Services of Greater Tarrant County.
- B. Report from the Keep Kennedale Beautiful Commission regarding the Adopt-A-Spot program.

III. EXECUTIVE SESSION (1) 6:00PM

- A. The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to interview candidates for the 2014-2015 Youth Advisory Council.

IV. REGULAR SESSION

V. ROLL CALL

VI. INVOCATION

VII. UNITED STATES PLEDGE

VIII. TEXAS PLEDGE

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

IX. 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.

X. 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
 - City Marshal and Municipal Court results from the annual "Great Texas Warrant Round-Up."
- B. Updates and information from Councilmembers.
- C. Updates and information from the City Manager.
 - FEMA Hazard Mitigation Grants

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 the March 13, 2014 regular meeting.
- B. Consider action regarding a notice from the Public Utility Commission (PUC) of Texas for a Consumer Price Index (CPI) adjustment to municipal telecommunications right-of-way access line rates.

XII. REGULAR ITEMS

- A. **CASE # PZ 14-02** Consider approval of a request by Terry Jobe for a Final Plat for approximately 20.5 acres out of an approximately 45-acre parcel located at 925 Mansfield Cardinal Rd, legal description of J M Lilly Survey A 980 Tr 2 and A 985 Tr 3, Kennedale, Tarrant County, to create The Vineyard Phase I.
- B. Consider approval of a city-developer agreement for The Vineyard Phase I.
- C. Discuss and consider approval of the Adopt-A-Spot Program as proposed by the Keep Kennedale Beautiful Commission.
- D. Consider approving Resolution 425 in support of a Constitutional amendment for increased state funding for transportation.
- E. Consider setting a date for newly elected Councilmembers to take oaths of office.

XIII. 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.

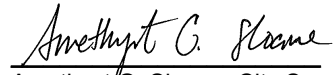
XIV. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

XV. 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 April 10, 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.

A handwritten signature in cursive script that reads "Amethyst G. Sloane". The signature is written in dark ink and is positioned above a horizontal line.

Amethyst G. Sloane, City Secretary

Date: April 10, 2014

Agenda Item No: WORK SESSION - A.

I. Subject:

Update from Senior Citizen Services of Greater Tarrant County.

II. Originated by:

Amethyst G. Sloane, City Secretary and Communications Coordinator

III. Summary:

Marcus Rockwell from Senior Citizen Services of Greater Tarrant County will be present to give Council an update on the department's development of services throughout the region.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: April 10, 2014

Agenda Item No: WORK SESSION - B.

I. Subject:

Report from the Keep Kennedale Beautiful Commission regarding the Adopt-A-Spot program.

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

The Adopt-A-Spot program is a community based program developed by KKB. It gives individuals, families, and groups a public way to show pride in the community by helping to keep it litter free. Anyone may participate by pledging to maintain a spot for at least one year (or longer). The program is free and open to all residents.

Any spot within the city limits that is not currently being maintained may be adopted, with preference given to places that appear neglected. A vacant lot, city medians, and parks are available.

A brochure has been created and is attached for your review. The process is simple. The form is completed and returned to the city, identifying the location requested for adoption. KKB and Parks Board will review the location for approval. Once approved, a sign will be placed at the location with the family or group name of the adopted spot. KKB will then remain in contact with the adopter through out the year, providing notification of clean-ups and maintaining annual totals of volunteer hours and number of bags collected.

KKB and Public Works are evaluating the types of signs and may use a few different types depending on the spot adopted. For example, if someone adopts a Park, it may be most appropriate to place the sign on a post already in the park or along a fence, a median may need a shorter sign that will interfere with traffic or trees and a spot along the road may look more like a roadway sign. The cost for the signs is projected to be approximately \$25.00 - \$55.00. It is proposed that city staff assist with the installation of the signs.

The Parks and Recreation Board has also reviewed and recommended the program be forwarded to City Council for approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	Flyer	Adopt-A-Spot.pub
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Date: April 10, 2014

Agenda Item No: EXECUTIVE SESSION (1) - A.

I. Subject:

The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to interview candidates for the 2014-2015 Youth Advisory Council.

II. Originated by:

City Council, City Council

III. Summary:

Council will recess to executive session to individually interview candidates for the Youth Advisory Council

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: April 10, 2014

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates and information from the Mayor

- City Marshal and Municipal Court results from the annual "Great Texas Warrant Round-Up."

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

On March 1, Texas held one of the largest warrant round-ups in the state. Approximately 300 law enforcement agencies statewide participated in the annual "Great Texas Warrant Round-Up". The massive round-up operation was aimed at finding defendants with outstanding warrants and collecting thousands of dollars in unpaid fines for outstanding traffic and parking citations, as well as penal code violations. The goal was to have defendants comply and clear their warrants. Law enforcement agencies would rather have defendants comply with the law rather than having to be arrested, to include at their home or workplace. Defendants were given the opportunity to setup a court date, do community service or pay the fine to clear the warrants.

The round-up had two phases: Phase 1 ended Feb. 28, 2014. It granted defendants a grace period to pay off their outstanding citations and/or resolve their cases. Phase 2 ran March 1-9, 2014. That is when police, our City Marshal in particular, began making arrests.

The City of Kennedale has participated in the "Great Texas Warrant Round-Up," a Texas Department of Public Safety (DPS) program that has gained national notoriety over the past six years, since its inception.

In 2013, the Marshal department cleared 173 warrants, cleared \$56,649 and generated \$24,160 (city and state portion). Approximately \$15,704 of the cleared amount was retained by the City.

In 2014, the Marshal department cleared 240 warrants, cleared \$85,499 and generated \$30,822 (city and state portion). Approximately \$20,000 of the cleared amount was retained by the City.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

Both Clarence Bullocks (City Marshal) and Tiffany Penhallegon (Court Administrator) will be present.

VIII. Attachments:

Date: April 10, 2014

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates and information from Councilmembers.

II. Originated by:

City Council, City Council

III. Summary:

Updates and information from Councilmembers, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: April 10, 2014

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates and information from the City Manager.
- FEMA Hazard Mitigation Grants

II. Originated by:

Bob Hart

III. Summary:

FEMA Grants:

Following the February 20, 2014 Austin area flooding and presidential declaration, FEMA has opened the Hazard Mitigation Grant program statewide to purchase flood-prone structures from willing sellers. The staff is interested in pursuing the grant program by containing property owners within the Village Creek 100-year flood plain. Should interested property owners be identified, the staff will prepare an application for council consideration during the May meeting. Purchase grants are typically 80/20.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: April 10, 2014

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider approval of minutes from the March 13, 2014 regular meeting.

II. Originated by:

Amethyst G. Sloane, 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	03.13.2014 CC Minutes.doc
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**KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
March 13, 2014
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

I. CALL TO ORDER

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

II. WORK SESSION

A. Mid-year budget workshop.

Bob Hart conducted a budget workshop with the Council and City Staff. This included the balanced scorecard, policy governance update, sales tax trend update, delinquent tax collection, building permit and revenue status, Mansfield-Kennedale dispatch status, IT issues, royalty payments, the City Marshal's Office, recent library transition, and the recent utility billing transition.

B. Discuss a schedule for filling the vacancy in City Council Place 3 and a schedule for the upcoming budget planning session.

Council asked that staff plan for a full-day budget planning meeting on May 16, 2014.

Council asked that staff plan for the following vacancy appointment application schedule:

- Applications available from May 1 - June 4
- Applications Due June 4
- Interviews the week of June 9, 10, and/or 11
- Official Appointment on June 12 Regular Council meeting

III. REGULAR SESSION

IV. ROLL CALL

Present: John Clark, Frank Fernandez, Charles Overstreet, Liz Carrington

Absent: Brian Johnson, Kelly Turner

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

VIII. VISITOR/CITIZENS FORUM

No individuals signed up to speak.

IX. REPORTS/ANNOUNCEMENTS

A. Updates from the City Manager.

Bob Hart noted that recent National League of Cities conference went well and that major topics of discussion included transportation and infrastructure.

B. Updates from the Mayor.

Mayor Clark noted that recent meetings with regional transportation groups had been productive. The Chief engineers from TXDOT was present at the recent SETT meeting where meeting the 287/820 interchange was discussed as a high priority project. The South 360 extension project is also underway.

C. Updates from Councilmembers

Councilmember Overstreet noted that the recent National League of Cities conference was productive. He attended the first tier suburbs committee meeting and met with Senator Cruz Senator Cornyn & Representative Barton. He also noted that the recent Texas Independence Day parade went well.

D. 2013 Online Communication Initiatives Report

Amethyst Sloane gave a brief update on the overall status of online communication initiatives for 2013, noting that all areas were trending up and that residents were utilizing online opportunities at a promising rate.

X. CONSENT ITEMS

A. Consider approval of minutes from February 13, 2014 regular meeting.

B. Consider approval of minutes from February 25, 2014 special meeting.

C. Discuss and consider authorizing the City Manager to execute a contract with Shield Engineering for the TIP Sidewalk Project.

Councilmember Fernandez asked that item C be removed and discussed separately.

D. Consider approval of Resolution 422 authorizing a grant application for police body-worn video.

E. Consider approval of Resolution 423 authorizing a grant application for police in-car computers.

F. Discuss and consider authorizing the City Manager to execute an interlocal agreement with Tarrant County for a drainage project in the area of Hudson Village Creek Road and New Hope Road.

Motion To approve consent agenda items A, B, D, E, and F as presented. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

C. Discuss and consider authorizing the City Manager to execute a contract with Shield Engineering for the TIP Sidewalk Project.

Councilmember Fernandez noted that due to the current state of the City's fund balance, he did not approve potentially borrowing money for a sidewalk project at this time. Bob Hart noted that the acceptance of this grant money at this time may be instrumental in future efforts to secure grants.

Councilmember Fernandez noted that while he is on board with development of the sidewalk, he is concerned with the timing of this grant.

Motion To authorize the City Manager to execute a contract with Shield Engineering for the TIP Sidewalk Project. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Liz Carrington.

Ayes: John Clark, Charles Overstreet, Liz Carrington

Nays: Frank Fernandez

Motion Passed (3 - 1)

XI. REGULAR ITEMS

A. Consider accepting the official certification of unopposed candidates for the 2014 general election. Mayor Clark accepted the certification.

B. Discuss and consider approval of Ordinance 545, Cancelling the May 10, 2014 General Election and declaring each unopposed candidate elected to office.

Amethyst Sloane announced that as all candidates filed without opposition, the election would be canceled.

Motion To approve Ordinance 545, Cancelling the May 10, 2014 General Election and declaring each unopposed candidate elected to office as presented. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Charles Overstreet.

Motion Passed Unanimously

C. Consider approval of Resolution 424 authorizing a grant application for a narcotics task force position.

Motion To approve Resolution 424 as presented. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Liz Carrington.

Motion Passed Unanimously

D. Discuss and consider executing an interlocal agreement for emergency repairs on a portion of Corry A. Edwards Drive.

Bob Hart noted that Tarrant County assisted with these emergency repairs.

Motion To authorize execution of an interlocal agreement for emergency repairs on a portion of Corry A. Edwards Drive as presented. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Liz Carrington.

Motion Passed Unanimously

E. Discuss and consider authorizing the City Manager to execute an amended agreement with Tarrant County for the High Ridge Road and Link Street project.

Bob Hart noted that this agreement had previously been agreed, this amendment was regarding \$250,000.00 that Tarrant County set aside for this project.

Motion To authorize the City Manager to execute an amended agreement with Tarrant County for the High Ridge Road and Link Street project as presented. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.

Motion Passed Unanimously

The Council recessed into Executive Session at 7:33PM.

XII. 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.

1. Sewer backup claim.
2. Potential drainage claim.

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

The Council reconvened into open session at 8:56PM.

XIV. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.
Motion Passed Unanimously

The meeting was adjourned at 7:31PM.

APPROVED:

ATTEST:

Mayor John Clark

City Secretary Amethyst G. Sloane

Date: April 10, 2014

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider action regarding a notice from the Public Utility Commission (PUC) of Texas for a Consumer Price Index (CPI) adjustment to municipal telecommunications right-of-way access line rates.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

HB 1777 went into effect on Sept 1, 1999. As of March 1, 2000, all telecommunications franchise fees in Texas are required to be based on a fee-per-access line method. The PUC, in October 1999, established three categories of access lines - residential, non-residential, and point-to-point. Each city was required to submit its 1998 base amount and allocation of the base amount to the PUC by Dec. 1, 1999. All CTPs were required to submit a city-by-city, December 31, 1998 access line count to the PUC by January 24, 2000. The PUC then calculated maximum access line rates for the three categories of access lines, for each city. The rate for each category, when multiplied by the number of lines in that category in a city, should equal that city's base amount.

In March, 2000, the PUC established maximum initial access line rates for 1106 cities. These cities were then allowed to 1) exempt life-line customers, 2) choose lower rates, and 3) update base amounts and allocation formulas. CTPs were allowed to update line counts and petition unreasonable initial allocations. In response to this input from cities and CTPs, the PUC established final access line rates in April, 2000. CTPs were allowed to begin implementing these rates for the 2nd quarter of 2000 (April, May, June), but were required to begin implementing the rates by the 3rd quarter 2000 (July, August, September).

State law allows a city to change its rates once a year given the Consumer Price Index, and its allocation once every 2 years. These changes must be initiated by the city each September and become effective the following January. CTPs may also petition the commission on unreasonable allocations in September of each year. The PUC will also annually adjust the access line rates by half of the increase in the Consumer Price Index starting in 2002.

Should Council wish to accept this upward adjustment, we are not required to respond. Council is only required to respond via attached memo no later than April 30, 2014 should it wish to actually keep the access line rates at current levels.

Access Line Type	2013 (Current)	2014 (Proposed)	(Difference)
Residential	\$1.65	\$1.67	\$0.02
Non-Residential	\$1.52	\$1.54	\$0.02

Point-To-Point	\$1.69	\$1.71	\$0.02
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IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

Authorize upward adjustment as proposed by the PUC given approximately a .78% increase in Consumer Price Index and direct staff to take no action.

VIII. Attachments:

1.	2014 PUC CPI Adjustment Memo	20140321164825500.pdf
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Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

2014 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

March 12, 2014

PURPOSE

This letter is to notify you that your city's 2014 maximum access line rates have increased by 0.78% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777)

DEFAULT RATES FOR 2014: INCREASE

Based on the choices made by your city in April 2013, your city's 2014 rate will either be adjusted for inflation, or will remain the same as your 2013 rate. According to our records, when similar CPI adjustments were made in April 2013, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2014 rates will reflect an increase of 0.78% from your 2013 rates. You have the option to decline this increase in rates by taking the action explained below.

ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2014. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2014?

If a city does not respond by April 30, 2014, the rates for your city will increase from 2013 levels. The next opportunity to adjust your rates will be September 1, 2014.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2014.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2014, you will receive a similar letter in March 2015.

See over...

City of Kennedale

SECTION 1: Your 2013 city preferred rates are as follows:

Residential: \$1.65 Non-Residential: \$1.52 Point-to-Point: \$1.69

SECTION 2: Your default rates for 2014 are as follows. Note: These are higher than the 2013 rates due to the CPI inflation adjustment.

Residential: \$1.67 Non-Residential: \$1.54 Point-to-Point: \$1.71

To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in Section 2, no action is required.

I _____, Title _____, am an authorized representative for the City/Town/Village of _____. The City declines to accept the default rates indicated in Section 2 above. Instead, we choose the following rates:

Residential _____; Non-Residential _____; Point-to-Point _____.

Date: _____

Signature: _____

Other Comments:

HOW TO RESPOND

Mail: Stephen Mendoza
Public Utility Commission
P.O. Box 13326
Austin, Texas 78711-3326

INQUIRIES

Inquiries only. NOT for sending your response.
HB1777@puc.texas.gov
Phone No: 512-936-7394

OR FAX TO Stephen Mendoza at: 512-936-7428

CITY CONTACT INFORMATION

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1 (817) 985-2110

Phone No. 2 _____

Fax No: (817) 483-0720

Email: sdedrick@cityofkennedale.com

ADDRESS

SAKURA MOTEN-DEDRICK DIRECTOR OF FINANCE
or current city official responsible for right-of-way issues
CITY OF KENNEDALE
405 MUNICIPAL DRIVE
KENNEDEALE TX 76060



Date: April 10, 2014

Agenda Item No: REGULAR ITEMS - A

I. Subject:

CASE # PZ 14-02 to consider action on a request by Terry Jobe for a Final Plat for approximately 20.5 acres out of an approximately 45 acre parcel located at 925 Mansfield Cardinal Rd, legal description of J M Lilly Survey A 980 Tr 2 and A 985 Tr 3, Kennedale, Tarrant County, to create The Vineyard Phase I.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

Request: Final Plat, The Vineyard Phase I

Location: corner Mansfield Cardinal Rd and Little School Rd

Applicant: Terry Jobe / Alluvium Development

Background.

The Planning & Zoning Commission approved a preliminary plat for The Vineyard in January. The Vineyard contains approximately 45 acres of land with a proposed 117 residential lots and seven (7) common area lots, which will include detention ponds. The preliminary plat shows the property to be developed in two phases; the final plat under consideration for this case is for Phase I only. Phase I as proposed would contain fifty-seven (57) residential lots and five (5) common area lots with detention features; the total acreage for Phase I is 20.475 acres. The property is zoned as The Vineyard Planned Development district.

Application requirements.

Applications for a final plat shall include a plat drawing, a drainage study, and engineering/construction drawings. In addition, final plats require a city-developer agreement; the agreement will be considered as a separate agenda item. Also, as part of approval for the preliminary plat, the Commission required the applicant to identify the level of service (in terms of traffic) for two of the streets in the proposed development.

Staff Review.

Compliance with the comprehensive land use plan.

In terms of the proposed use and the concepts in the site design (i.e., the drainage/detention features designed as neighborhood open space amenities), the final plat conforms to the comprehensive plan; in addition, the final plat also conforms to the Vineyard PD regulations, which in turn are also in compliance with the comprehensive plan. Staff considers the final plat for Phase I to be in compliance with the comprehensive plan.

Compliance with city regulations.

In addition to being in compliance with the comprehensive land use plan, plats must also comply with all applicable city regulations. These regulations include the subdivision design regulations, the Public Works design manual criteria for public improvements, and the zoning ordinance governing the Vineyard Planned Development district. In addition, the final plat must substantially conform to the preliminary plat. City staff and the consulting engineers have reviewed the proposed plat and construction plans for compliance with these regulations.

While the plat and related plans are largely in compliance with city regulations, some aspects of the plans as submitted do not comply. City staff asked the applicant to amend the plat and related documents, and the applicant's engineers have submitted revised plans for our review. The changes were submitted prior to the Planning & Zoning Commission meeting, but not with enough time for staff to review the revised documents before the Commission's meeting last month.

We have now reviewed the revised plans and found that most of the changes have been made; a few corrections are still needed, however. These corrections are listed on a letter from our engineers, attached to this staff report. Staff believes these changes can be made prior to the Council meeting next week.

Staff Recommendation.

Staff considers the proposed plat to be in compliance with the comprehensive land use plan. When the plat was considered by the Planning & Zoning Commission, the revised engineering drawings had been submitted by the applicant but had not yet been reviewed by staff. Staff recommended to the Commission approval of the final plat on the condition that all requested changes would be made and approved by the time the plat is considered by City Council. As you will see below, the Commission followed the recommendation made by staff.

At this time, we are awaiting a second set of revisions from the applicant's engineers. If the final corrections are made, the plat will be in compliance with the comprehensive plan and all applicable city regulations, and staff would therefore recommend approval. If the changes are not made by the meeting next week, however, the plat will not be in compliance with city regulations, and staff would recommend denial. We will have a final recommendation for you at the meeting.

Planning & Zoning Commission Recommendation.

The Planning & Zoning Commission considered this case on March 20th. After holding a public hearing, the Commission voted to recommend approval of the request for a final plat on the condition that the city staff and engineering consultants have their completed all checks and approvals on the revised plans before the plat is presented to Council.

Action by the City Council.

Under state law, if a plat conforms to the city's comprehensive land use plan and all applicable regulations, the city must approve it.

For your reference, sample motions are provided below. Please note that you are not required to use one of these motions.

APPROVE

I find that the final plat conforms to the City of Kennedale's comprehensive land use plan and all applicable regulations and make a motion to approve the request for a final plat.

DENY

I find that the replat does not conform to the City of Kennedale's comprehensive land use plan and all applicable regulations [ALTERNATIVE: I find that the replat conforms to the City of Kennedale's comprehensive land use plan but does not comply with all applicable regulations] and make a motion to deny the request for a final plat.

.

City of Kennedale
Final Plat Application

RECEIVED

FEB 25 2014

APPLICANT NAME: Terry Jobe DATE: 2/24/14
SUB-DIVISION NAME: The Vineyard Ph. 1
LEGAL DESCRIPTION: _____ ACRES: 20.475
CURRENT ZONING: PD PROPOSED ZONING: -
BEING PLATTED AS: LOTS: _____ BLOCKS: _____ PHASES: 2
1-12, Blk 1, 1-6 Blk 2, 18-21 Blk 3, 1-23 Blk 4, 7-12, Blk 5
1-7, Blk 6, 1-12 Blk 7

OWNER OF RECORD: FIRST TEXAS HOMES INC.
ADDRESS: 500 CRESENT CT ST 350 PHONE: 214.613.3338
CITY: DALLAS STATE: TX ZIP: 75201

SURVEYOR: Votex Surveying Company
ADDRESS: 4548 Tuscan Drive PHONE: (972) 964-0858
CITY: Plano STATE: Texas ZIP: 75093

ENGINEER: Macatee Engineering, LLC
ADDRESS: 3919 Miles ST. PHONE: (214) 373-1180
CITY: Dallas STATE: TX ZIP: ~~75201~~ 75209

DEVELOPER: ALLUVIUM DEVELOPMENT INC
ADDRESS: 3526 Rowlett ST. PHONE: 817.925-9500
CITY: DALLAS STATE: TX ZIP: 75219

DESCRIPTION OF THE PROJECT FOR WHICH THE PLAT IS SOUGHT, INCLUDING PROPOSED LAND
USES AND THEIR LOCATIONS:

APPLICANT SIGNATURE: _____

DATE: _____

OWNER SIGNATURE: _____

DATE: _____

SURVEYOR SIGNATURE: _____

DATE: _____

ENGINEER SIGNATURE: _____

DATE: _____

DEVELOPER SIGNATURE: _____

DATE: _____

Please submit with your application a tax certificate from Tarrant County showing that any delinquent taxes, fee, and outstanding liens due to the city have been paid.

Memorandum

To: Rachel Roberts
From: Greg Saunders; Kyle Dykes
cc: KEN 13001
Date: March 31, 2014
RE: **The Vineyard Final Plat and Phase 1 Construction Plan 2nd Review**

Rachel,

I have reviewed the final plat and construction plan submittal for the above referenced project and offer the following comments:

Final Plat

1. Separate easements must be dedicated for storm drains, ponds and utilities constructed on unplatted Phase 2 property. Submit copies of the filed easement documents prior to beginning construction.
2. Submit a copy of the filed storm drain easement document for the Calhoun property prior to beginning construction.

Water & Sanitary Sewer Plan

1. Extend the Chateau Avenue water line to intersect the Chappellet Street water line in order to eliminate one of the 90 degree bends in this intersection. Move the manhole in this intersection south, if necessary to gain the required clearance with the water line.

Grading Plan

1. Add a typical section for the swale as it crosses the Sterling Way ROW. Consider stopping the pavement further west to avoid obstructing flow.

Existing Drainage Area Map (This sheet omitted this submittal. Comments remain.)

1. Hydrologic summary data should correlate with the drainage study. Also reference the drainage study on this sheet.
2. Include offsite areas draining along The Vineyards property line for reference to swale calculations.

If you have any questions or require additional information, please do not hesitate to contact me.



Greg D. Saunders, P.E.



Kyle Dykes, P.E., CFM



Memorandum

To: Rachel Roberts
From: Greg Saunders; Kyle Dykes
cc: KEN 13001
Date: April 2, 2014
RE: The Vineyard Final Plat and Phase 1 Construction Plan 2nd Review

Rachel,

I have reviewed the final plat and construction plan submittal for the above referenced project and offer the following comments:

Final Plat

1. Separate easements must be dedicated for storm drains, ponds and utilities constructed on unplatted Phase 2 property. Submit copies of the filed easement documents prior to beginning construction.

Water & Sanitary Sewer Plan

1. Extend the Chateau Avenue water line to intersect the Chappellet Street water line in order to eliminate one of the 90 degree bends in this intersection. Move the manhole in this intersection south, if necessary to gain the required clearance with the water line.

Grading Plan

1. Add a typical section for the swale as it crosses the Sterling Way ROW. Consider stopping the pavement further west to avoid obstructing flow.
2. Offsite flow along the east property line is proposed to be redirected at the northeast corner (Blk 2, Lot 10), more onto the Cartusciello property. A letter of agreement should be obtained from this owner, or the plan be revised to direct flow around the northeast corner of Blk2, Lot10.

If you have any questions or require additional information, please do not hesitate to contact me.



Greg D. Saunders, P.E.



Kyle Dykes, P.E., CFM



Date: April 10, 2014

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Consider approval of a city-developer agreement for The Vineyard Phase I.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

As part of approving final plats, city code requires approval of a city-developer agreement. This agenda item is to consider approval of the agreement between the City of Kennedale and the developer of The Vineyard (Alluvium Development) and the property's owner (First Texas Homes) for Phase I of The Vineyard final plat.

The agreement describes the respective responsibilities assigned to the City and the developer and owner in terms of infrastructure and facilities to be provided. The agreement uses the City's standard language for city-developer agreements and addresses topics such as who is responsible for the costs of installing water and sewer lines and street lights and the bonds we require a developer to have.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	The Vineyard Phase I city-developer agreement	Developer Agreement - Vineyard Phase I (DRAFT).doc
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CITY OF KENNEDALE
DEVELOPER'S AGREEMENT
FOR THE
THE VINEYARD ADDITION

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into on the ____ day of _____, 2014, between the City of Kennedale, Texas, hereinafter referred to as the "CITY", and Alluvium Development, Inc., whose address is 3526 Routh St, Dallas, Texas, 75219, and First Texas Homes, whose address is 500 Crescent Ct. ST 350, Dallas, TX 75201, hereinafter collectively referred to as the "DEVELOPER."

WHEREAS, the DEVELOPER has requested the CITY to permit the platting and/or development of a tract of land known as The Vineyard Addition (the "Addition"); and

WHEREAS, the CITY has approved such platting and/or development which requires the construction of community facilities and improvements to serve the Addition as provided herein; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and their successors, heirs, assigns, grantees, trustees and representatives; and

WHEREAS, the DEVELOPER has agreed to create a homeowner's association for the Addition which shall be considered to be a successor and assign of the DEVELOPER for purposes of carrying out future obligations of the DEVELOPER pursuant to this Agreement.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. ZONING, PLATTING and ADDITION PLANNING

All property owned by the DEVELOPER and located within the limits of the Addition shall be zoned and platted in accordance with the Zoning Ordinance and the Subdivision Ordinance of the CITY before any Building Permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting.

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the Addition.

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the Subdivision Ordinance and other Regulations of the CITY, and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Ordinance of the CITY and this Agreement.

The DEVELOPER shall employ a civil engineer licensed to practice under Chapter 1001 of the Texas Occupations Code for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such documents shall be approved by the City Engineer or his agent prior to approval and filing of a Final Plat. Construction of such improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction.

In accordance with the Subdivision Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the Subdivision Ordinance, the DEVELOPER shall deliver to the CITY the following As-Built construction plans for the public improvements constructed or engineered by the DEVELOPER:

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One FULL pdf set;
5. One Blue-Line copy of the executed ("filed") Final Plat sheet;
6. One 11" X 17" copy of the Final Plat Sheet;
7. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
8. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
9. Shapefiles (GIS) providing the location of water and sanitary sewer layout and storm drain layout. The shapefiles shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

No building permits will be issued for the Addition until all public improvements have been installed and inspected and a Letter of Acceptance has been issued by the City.

C. CONSTRUCTION BONDS

Prior to initiating any construction for the Addition, the construction contractor(s) for the DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing the full and faithful execution of the work and performance of this contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The Performance Bond shall guarantee completion of the improvements within one year of execution of this Agreement.

2. PAYMENT BOND

A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

3. **MAINTENANCE BOND**

A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the facilities for a period of two (2) years from and after the date that a Letter of Acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its Mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

D. STREETS

1. In conjunction with the platting and development of the Addition, all required on-site and off-site street improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the Developer's engineer and accepted by the CITY prior to the issuance of any Building Permit. Streets shall be constructed of portland cement and the DEVELOPER shall install curb and gutter in accordance with CITY standards. The CITY shall assume maintenance responsibilities of any public street improvements installed by the DEVELOPER once the two-year maintenance bond is released. The DEVELOPER shall be responsible for maintenance of all private drives or access ways.
2. Street lighting shall be installed by TXU Delivery Company or its agent ("TXU") in accordance with a street lighting layout plan provided by

TXU and approved by the City Engineer or his agent. The DEVELOPER shall be responsible for the installation costs of any required street lighting as provided herein.

E. SIDEWALKS

Sidewalks are required to be installed by the Home builder before a final inspection shall be approved in accordance with the CITY's Subdivision Ordinance.

F. UTILITIES

1. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system once the two-year maintenance bond is released.

2. SANITARY SEWER

All required on-site and off-site sanitary sewer mains, manholes and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the sewer system once the two-year maintenance bond is released.

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other Federal, State and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's

Subdivision Ordinance and the Construction Plans. The DEVELOPER agrees to comply with all provisions of the Texas Water Code. The City shall assume maintenance responsibilities of the drainage facilities once the two-year maintenance bond is released, with the exception of the detention facilities, which will be maintained by the DEVELOPER.

G. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The city notes to the DEVELOPER that along the West side of the Addition, a 12-inch diameter water main exists and that along the Southeast side of the Addition, a 10-inch diameter water main exists for connection.
3. The city notes to the Developer that along the North side of the Addition, a 12-inch diameter sanitary sewer main exists for connection. A sanitary sewer manhole is required for 6-inch and larger connections.

H. FEES TO BE PAID BY THE DEVELOPER

1. PLAT FEES

The DEVELOPER has paid the CITY for all plat fees. The Final Plat was approved by the City Council on _____.

2. CONSTRUCTION INSPECTION FEES

The DEVELOPER hereby agrees to pay the CITY construction inspection fees equal to four percent (4%) of the construction costs of water and sanitary sewer infrastructure improvements and four percent (4%) of the construction costs of street and

drainage improvements for the Addition. Payment is due prior to initiating construction of these infrastructure improvements.

3. **STREET NAME SIGNS and TRAFFIC CONTROL DEVICE SIGNAGE**

The DEVELOPER is responsible for material costs, installation costs and maintenance costs of all street name signs, traffic control devices and school zone signs, including flashing light school zone signs as required by the City Engineer. All street name signs and traffic control device signs shall meet the current CITY standards and comply with the requirements of the Texas Manual on Uniform Traffic Control Devices at the time of installation. Installation must be completed prior to CITY acceptance of the Addition's infrastructure improvements. Traffic Control or regulatory signs shall be installed by the DEVELOPER where required.

4. **IMPACT FEES**

It is understood and agreed that impact fees will be assessed by the CITY at the time of final platting of the Addition, including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth. These fees must be paid prior to obtaining building permits for lots in the Addition.

5. **PARK FEES**

Required park fees (in lieu of dedication of park land) shall be paid by the DEVELOPER before construction of the public improvements. The park fee for the Addition is calculated as \$1,200.00 per residential lot.

6. **PUBLIC UTILITIES**

The DEVELOPER agrees to pay the public utility companies (Charter Communications Cable Company, SBC Telephone Company, TXU Energy Company, TXU Gas Company and TXU Delivery Company) for their required costs of main installations, for street lighting, etc. for the Addition.

I. GENERAL CONDITIONS

1. **LAW COMPLIANCE**

The DEVELOPER agrees to comply with all federal, state and local laws that are applicable to development of the Addition.

2. EROSION CONTROL

During construction of the Addition and after the streets have been installed, the DEVELOPER agrees to keep the streets free from soil build-up. The DEVELOPER agrees to use soil control measures such as silt screening, hydromulch, etc., to prevent soil erosion. It will be the DEVELOPER'S responsibility to present to the City Engineer a soil control development plan that will be implemented for the Addition. When, in the opinion of the City Engineer or his agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have twenty-four (24) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the twenty-four (24) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the Addition at the DEVELOPER'S expense. All expenses incurred by the CITY in doing so must be paid to the CITY prior to acceptance of the Addition.

3. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

4. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The DEVELOPER agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of

any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the DEVELOPER shall defend and protect the CITY against all such claims and demands. The DEVELOPER shall replace any plants, trees, or grass that die with the same type of plant, tree, or grass that is the same size and in the same stage of growth as the landscaping that died.

5. VENUE

Venue for any action brought hereunder shall be in Tarrant County, Texas.

6. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the Mayor, which consent shall not be unreasonably withheld.

7. HOMEOWNERS' ASSOCIATION

DEVELOPER shall create a Homeowners' Association for the purpose of assuming the responsibility for continuing maintenance of facilities and infrastructure that are the responsibility of DEVELOPER. The provisions for the creation and operation of the Homeowners' Association shall be a covenant running with the land and shall provide for adequate funding of the Homeowners' Association for purposes of carrying out the obligations of this Agreement. The provisions for the creation and operation of the Homeowners' Association shall be subject to approval by the CITY.

J. FINAL ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE

The CITY will not issue a Letter of Acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Addition.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a Letter of Acceptance, title to all public

improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the Letter of Acceptance is issued.

K. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY.

L. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS,

SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER DOES HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

M. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the City Council of the CITY.

N. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further Certificates of Occupancy or building permits on property owned by the DEVELOPER, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the DEVELOPER'S property; and in the alternative, the CITY shall be authorized to levy an assessment against the DEVELOPER'S property for public improvements in accordance with applicable state law.

O. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and representatives. The use of the term DEVELOPER in this Agreement shall include the DEVELOPER'S successors, heirs, assigns, grantees, trustees and representatives.

P. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

Q. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER and the CITY shall file said release in the county records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

DEVELOPER: Alluvium Development, Inc.

Terrance Jobe, President
3526 Routh St
Dallas Texas 75219
tjobe@alluviumdevelopment.com
817.995.9500
Fax 972.349.9083

By: _____
Terrance Jobe

Date

OWNER

Keith Hardesty, President
First Texas Homes Inc. (FTH)
500 Crescent Ct. ST 350
Dallas, TX 75201
214-613-3338

By: _____
Keith Hardesty Date

CITY OF KENNEDALE

By: _____
John Clark, Mayor Date

ATTEST:

By: _____
Amethyst Sloane, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the President of _____ and that he executed the same on behalf of _____ for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2014.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

Date: April 10, 2014

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Discuss and consider approval of the Adopt-A-Spot Program as proposed by the Keep Kennedale Beautiful Commission.

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

The Adopt-A-Spot program is a community based program developed by KKB. It gives individuals, families, and groups a public way to show pride in the community by helping to keep it litter free. Anyone may participate by pledging to maintain a spot for at least one year (or longer). The program is free and open to all residents.

Any spot within the city limits that is not currently being maintained may be adopted, with preference given to places that appear neglected. A vacant lot, city medians, and parks are available.

A brochure has been created and is attached for your review. The process is simple. The form is completed and returned to the city, identifying the location requested for adoption. KKB and Parks Board will review the location for approval. Once approved, a sign will be placed at the location with the family or group name of the adopted spot. KKB will then remain in contact with the adopter through out the year, providing notification of clean-ups and maintaining annual totals of volunteer hours and number of bags collected.

KKB and Public Works are evaluating the types of signs and may use a few different types depending on the spot adopted. For example, if someone adopts a Park, it may be most appropriate to place the sign on a post already in the park or along a fence, a median may need a shorter sign that will interfere with traffic or trees and a spot along the road may look more like a roadway sign. The cost for the signs is projected to be approximately \$25.00 - \$55.00. It is proposed that city staff assist with the installation of the signs.

The Parks and Recreation Board has also reviewed and recommended the program be forwarded to City Council for approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Flyer	Adopt-A-Spot.pub
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Date: April 10, 2014

Agenda Item No: REGULAR ITEMS - D.

I. Subject:

Consider approving Resolution 425 in support of a Constitutional amendment for increased state funding for transportation.

II. Originated by:

City Council, City Council

III. Summary:

Please see the attached resolution. Bob Hart and Mayor Clark will provide additional information at the meeting.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R425	R425 - Prop 1 Support Resolution.doc
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RESOLUTION NO. 425

RESOLUTION IN SUPPORT OF A CONSTITUTIONAL AMENDMENT FOR INCREASED STATE FUNDING FOR TRANSPORTATION

WHEREAS the 83rd Texas Legislature passed historic legislation proposing a constitutional amendment on the November 4, 2014 state ballot affecting the state's roads, highways, and bridges; and

WHEREAS this is "A constitutional amendment to provide for the transfer of certain general revenue to the economic stabilization fund and to the state highway fund and for the dedication of the revenue transferred to the state highway fund"; and

WHEREAS this proposal will allow revenue transferred to the state highway fund to be used only for developing public roadways, other than toll roads; and

WHEREAS this would require that any funds transferred to the state highway fund be allocated by the Texas Department of Transportation consistent with existing formulas to ensure the entire state benefits from this additional funding; and

WHEREAS the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes or fees; and

WHEREAS a strong transportation system is fundamental to Texas' quality of life and economic vitality, attracting new businesses and generating new jobs; and

WHEREAS state transportation funding over the past several years has been supplemented by bond programs and those bond programs are now exhausted and have resulted in a significant level of debt for Texas; and

WHEREAS the current state budget includes approximately \$5 billion per year in construction funding and will, based on current revenue projections, drop to only \$2.5 billion the available funds for construction for the next biennium; and



WHEREAS according to the latest report of the 2030 Commission, approximately \$6.1 billion per year in construction funding is needed to achieve “worst possible” conditions and \$9.5 billion per year is needed to achieve “minimally competitive” conditions; and

WHEREAS the proposed amendment would result in an estimated \$1.4 billion per year for the state highway fund; and

WHEREAS while the proposed amendment would not fully fund the state’s overall transportation needs, it would be a key step toward securing critical funding for transportation projects in Texas;

THEREFORE BE IT RESOLVED, that the CITY OF KENNEDALE, TEXAS supports the proposed amendment to address Texas’ transportation infrastructure needs on the November 4, 2014 ballot.

ADOPTED THIS 10th DAY OF APRIL, 2014 BY THE GOVERNING BODY OF THE CITY OF KENNEDALE, TEXAS.

_____ MAYOR JOHN CLARK

ATTEST

_____ AMETHYST G. SLOANE, CITY SECRETARY



Date: April 10, 2014

Agenda Item No: REGULAR ITEMS - E.

I. Subject:

Consider setting a date for newly elected Councilmembers to take oaths of office.

II. Originated by:

City Council, City Council

III. Summary:

We would like for this meeting to be held on Tuesday, May 13th at 5:30PM in the City Council Chambers.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: April 10, 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: