

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING
September 21, 2015
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION at 5:30 PM
REGULAR SESSION at 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. Review Governance Training and Agenda Format
- B. Discuss establishing a Water Rate Committee
- C. Discuss Simple Recycling
- D. Discuss establishing a Charter Review Committee
- E. Discussion of items on regular agenda

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. Updates from City Council
- B. Updates from the Mayor
- C. Updates from the City Manager

X. MONITORING INFORMATION

- A. Executive Limitations
- B. Ends
 - Balanced Scorecard

XI. INCIDENTAL ITEMS (CONSENT)

All matters listed under incidental items (consent) 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 agreement between the City of Kennedale and Alluvium Development for The Vineyard Phase 2.
- B. Approve Schedule of Investment Activity for quarter ending June 30, 2015
- C. Discuss and approve a contract with Simple Recycling and authorize the City Manager to sign the agreement
- D. Discuss and consider approval of Ordinance 578 amending the FY 2014-15 budget

XII. REQUIRED APPROVAL ITEMS

A. DISCUSS AND CONSIDER AN ORDINANCE 574 OF THE CITY OF KENNEDALE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; AMENDING BUDGET FIGURES FOR THE PRIOR FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; APPROPRIATING RESOURCES FOR EACH DEPARTMENT, PROJECT, OPERATION, ACTIVITY, PURCHASE, ACCOUNT AND OTHER EXPENDITURES; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS ALLOWED BY APPLICABLE STATE LAW; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

B. DISCUSS AND CONSIDER ORDINANCE 577 FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF KENNEDALE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE CLAUSE

C. Discuss and consider approval for ratification of property tax increase in FY2015-2016 Adopted Budget

XIII. DECISION ITEMS

- A. Consider establishing a Charter Review Committee and making appointments
- B. Discuss and consider action related to nominations to the 2015-2016 Tarrant Appraisal District Board of Directors.
- C. Consider approval of minutes from August 17, 2015 regular meeting
- D. Consider approval of minutes from September 9, 2015 Special Meeting
- E. Consider approval of minutes from September 17, 2015 Special Meeting

XIV. EXECUTIVE SESSION

A. The City Council will meet in closed session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for the following:

- 1. 213 Valley Lane
- 2. 1201 Bowman Springs Road

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

XVI. 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 the City Secretary at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the September 21, 2015, 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.



Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: WORK SESSION - A.

I. Subject:

Review Governance Training and Agenda Format

II. Originated by:

III. Summary:

Mayor Brian Johnson and Councilman Overstreet attended the Policy Governance Workshop. They will discuss the session and review changes to the agenda format to conform with policy governance principles. A second training session is scheduled for March 11 - 12, 2016. The city has reserved four slots for that training.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: WORK SESSION - B.

I. Subject:

Discuss establishing a Water Rate Committee

II. Originated by:

III. Summary:

The budget will require an increase in utility rates. This item is on the agenda to discuss the review process, i.e., use of a consultant only or using a resident/customer committee to review and recommend rates changes.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: WORK SESSION - C.

I. Subject:

Discuss Simple Recycling

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

Keep Kennedale Beautiful Commission met with Sonny Wilkins, Simple Recycling to discuss additional recycling options available to city residents for recycling textiles and appliances which are currently not allowed under the contract with Progressive Waste. The attached brochure gives a brief overview of the recycling program being offered. This program is made available free of charge to residents and the city.

The company, Simple Recycling is based in Ohio and has also been in operation in Michigan and the Houston Texas area for the last three years. The City of Plano, Richardson, Duncanville, and Haltom City are all considering this as an additional recycling option. Simple Recycling will provide home owners with specifically marked bags that can be filled and left curbside one day each month. The home owner will call for pick up and a truck will pick up the items left at the curb, leaving another bag for a future use. The pick-up day will always coincide with the Wednesday trash day once per month. Simple Recycling covers all the costs of the program, including providing marketing materials to residents which details the program. Simple Recycling does request that the city sign a four year agreement. This agreement assists them in recovering their start-up required with each new program city. With implementation of this service only about 5% of the products collected end up in the landfill. A portion of the items collected are sold in resale stores (Value Village in Houston), a portion are shipped for use internationally, and some are recycled into new products/materials.

Mr. Wilkins and members of KKB are present to answer any questions you may have about the program. The contract is attached and has been provided and reviewed by the City Attorney. Should this program be approved, KKB will work with Simple Recycling to roll it out to residents January 2016 at the latest.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	Simple Recycling Brochure	SimpleRecycle_5pg.pdf
2.	Simple Recycling Agreement	SIMPLE RECYCLING AGREEMENT .pdf



**FREE CURBSIDE
CLOTHING & HOME GOODS
RECYCLING PROGRAM**

FREE

**TURN
KEY**

**SIMPLE
& EASY**

**SAVE \$
MAKE \$**

Who is Simple Recycling?

We have over 50 years of experience in clothing & household discard collection

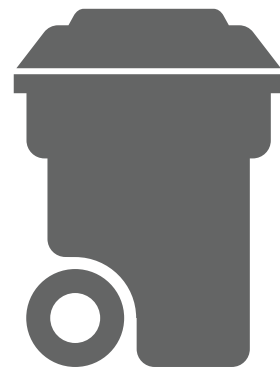
Our sister company manages clothing & household discard donation programs in partnership with non-profit organizations¹

Environmental Impact Facts

Clothing, Appliances, Durables, & Furniture account for 15% of local waste stream



**85% OF TEXTILES
ARE NOT RECYCLED
OR DONATED**



**EPA ESTIMATES
70 LBS./PERSON OF CLOTHING
ARE THROWN AWAY EACH YEAR**

(YOUR CITY'S POPULATION X 70LBS = MILLIONS OF LBS./YEAR)

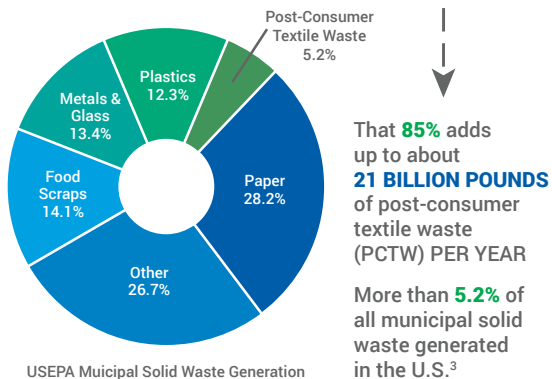
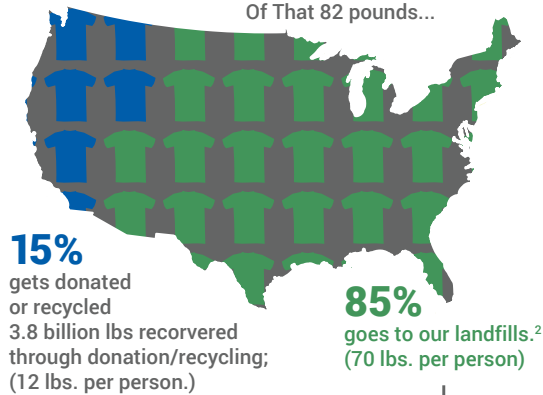
Source:
1. <http://www.weardonaterecycle.org>

THE FACTS ABOUT TEXTILE WASTE

The U.S generates and average of **25 BILLION POUNDS** of textiles* per year.¹ → That's about **82 POUNDS** per U.S. resident.

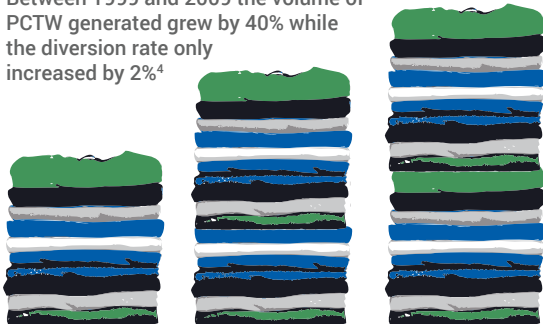
* Textiles includes clothing, footwear, accessories, towels, bedding, drapery, etc.

Of That 82 pounds...



AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%.⁴



This Model has been Tested & Proven

Excerpt from USA Today, April 23, 2013 -

"Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington State -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans."²



Source:
2. <http://www.usatoday.com/story/news/nation/2013/04/20/recycling-clothes-expands-curbide/2092351/>



COST TO YOUR RESIDENTS = \$0
COST TO YOUR CITY = \$0



Details & Logistics

Simple Recycling provides:

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Drop boxes in locations of city's choosing (if desired)

Your city provides:

- Supplemental notification & information to residents

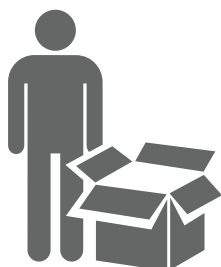


THE LIFE CYCLE OF SECONDHAND CLOTHING



WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



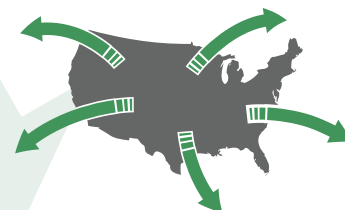
80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



45%

Reused and Repurposed
Majority exported as secondhand clothing.



30%

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



20%

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

WE MAKE IT SIMPLE TO DRAMATICALLY REDUCE TEXTILE WASTE.

Source:
1. "Textile Recycling in the U.S." Report submitted to
SMART by Dr. Jana Hawley PhD, Univ. of Missouri 2009

www.SimpleRecycling.com • Info@SimpleRecycling.com

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 2015, by and between the **MUNICIPALITY**, Texas (herein referred to as "**SHORT NAME**") a municipal solid waste authority with a business location at _____, **MUNICIPAL ADDRESS**, Tx, and Great Lakes Recycling, Inc. dba Simple Recycling, an Ohio corporation (which with its successors and assigns is herein referred to as "Contractor") with a business address at 5425 Naiman Parkway, Solon, OH 44139.

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, **CITY** desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, **CITY** has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and **CITY** (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** The term of this Agreement shall begin upon approval by **CITY** and continue for an initial four (4) year term. At the end of the initial four (4) year term Contractor and **CITY** have the right to renew for an additional four (4) year term upon mutual agreement. Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the initial term or any renewal thereof, the term shall automatically renew for an unlimited number of one-year terms. During the term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the Service Area through municipal contracted pick up.

2. **Termination and Breach.** Either party may terminate this Agreement without cause upon forty-five (45) days written notice. Should **CITY** elect to terminate this Agreement without cause under the aforementioned provisions or if CONTRACTOR terminates this agreement for-cause, it shall not enter into any other Soft Recyclables program in the Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should **CITY** elect to terminate this Agreement for-cause due to an uncured breach of the Contractor, **CITY** shall not be precluded from entering into any other agreements for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement upon providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period. In the event **CITY** is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by **CITY**.

3. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with **CITY** collection dates. Collections shall be made from Service Recipients on a **regular schedule on the same day every week** in accordance with the existing recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday. (**Please provide city holiday schedule)

4. Collection. Contractor shall collect all acceptable set-outs of Soft Recyclables set-out for recycling and collection by Residential Customers. The decision of what is an "acceptable" Soft Recyclable shall be made in the reasonable discretion of Contractor. No service is provided to Commercial Customers and in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste). Contractor must collect all Soft Recyclables set out in the Recycling Container. Contractor shall *not* be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to CITY. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's reasonable discretion make the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

5. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those

materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

7. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

8. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program (of Soft Recyclables) produced and printed by the contractor and approved by CITY.

9. Missed Collections and Complaints. Service Recipients shall be instructed to report missed collections and complaints to Contractor. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

10. Contractor's Cost and Equipment. Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement. All equipment used by Contractor shall be kept and maintained in a clean and professional manner.

11. Contractor's Fee. Contractor shall pay to CITY a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Service Area. Payments shall be made to CITY not less than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

12. Publication Information and Education Program. CITY shall plan and coordinate a public education and information program to inform Service Recipients of this recycling program the contents of which and the dates shall be approved in advance by Contractor. Contractor may distribute its own promotional materials subject to CITY approval. Contractor shall participate in CITY directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with **CITY** for distribution of written promotional and instructional materials directly to Service Recipients.
4. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to **CITY** on promotion and education material content and presentation.

13. Telephone and Customer Service. Contractor shall maintain and adequately staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled to the best of Contractor's abilities, between the hours of 9:00 AM and 4:30 PM Monday through Friday excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

14. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

15. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless **CITY** from all damages (except for damages caused by **CITY's** own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) CITY, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

- (ii) Contractor's insurance coverage shall be primary insurance as CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY.

16. Indemnification and Hold Harmless. Except for CITY'S own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless CITY, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and CITY, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

17. Compliance with Law. Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the State of Texas, the United States of America, or CITY pertaining to the services to be performed hereunder.

18. Taxes. Contractor agrees to save CITY harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for CITY.

19. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

20. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to CITY.

21. Inspections. Upon reasonable advanced request, CITY reserves the right to inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with contractual provisions of this Agreement. Upon reasonable advance request, CITY reserves the right to review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. CITY agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to such inspections and shall indicated the reasonable basis for requesting the inspection.

22. Meetings and Communications. In order to minimize problems and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Meetings After Collection Begins. After the Collections begin, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. CITY shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its lead representative.

23. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all known federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

24. Severability. Should one or more of the provisions of this Agreement be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of CITY. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to CITY employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. No Assignment. This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. Definitions.

Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Container: The term "Container" means Contractor supplied bag, box or bin for the Residential Customer to place Soft Recyclables.

Contractor: The word "Contractor" means Great Lakes Recycling, Inc. dba Simple Recycling which has contracted with CITY to collect and dispose of Soft Recyclables.

Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude such a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by CITY and Contractor.

Date of Commencement: The term "Date of Commencement" means the date that Contractor agrees to commence the provision of collection and other services as described throughout this Agreement.

Date of Execution: The term "Date of Execution" means the date that this Agreement is approved by CITY and executed by a designated and authorized representative.

Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Texas statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (**We will follow the city recycling holiday schedule)

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Residence: The term "Residence" means a living space individually rented, leased or owned.

Residential Customer: The term "Residential Customer means individuals residing in a Residence.

Service Area: The term "Service Area" means the corporate limits of the municipalities participating in CITY as of the Date of Commencement, and thereafter, shall be the collection area as may it be amended thereafter by CITY.

Service Recipients: The term "Service Recipients" means Residential Customers in the Service Area.

Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

CITY Texas

By: _____

Its: _____

Great Lakes Recycling, Inc. dba Simple
Recycling

By: _____

Adam Winfield

As its President

Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: WORK SESSION - D.

I. Subject:

Discuss establishing a Charter Review Committee

II. Originated by:

III. Summary:

The city charter was adopted in 1999. Cities typically review charters for possible updates every five years or so. This has been placed on the agenda for discussion about appointing a committee to do so. The areas of the charter that should be addresses/considered include:

- a. Role of the mayor to serve as chief governing officer
- b. Qualifications of the city manager to be consistent with the requisite organization principles
- c. Appointment of the city secretary
- d. City council terms from two years to three years
- e. Other areas consistent with policy governance
- f. Technical areas based on law changes

Suggested individuals to serve on the Charter review committee:

- Frank Fernandez
- Charles Overstreet
- Earnest Harvey
- Robert Mundy
- John Clark

A copy of the charter is attached.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Kennedale Home Rule Charter	City of Kennedale Charter 1997.pdf
----	-----------------------------	------------------------------------



HOME

RULE

CHARTER 1997

TABLE OF CONTENTS

ARTICLE I	FORM OF GOVERNMENT AND BOUNDARIES
Section 1.01	Incorporation
Section 1.02	Form of Government
Section 1.03	Boundaries
Section 1.04	Change of Boundaries
ARTICLE II	RIGHTS AND POWERS OF THE CITY
Section 2.01	General
Section 2.02	Construction and Severability
Section 2.03	Intergovernmental Relations
Section 2.04	Transfer of Rights, Powers, and Obligations
ARTICLE III	THE CITY COUNCIL
Section 3.01	City Government
Section 3.02	Expense Reimbursement
Section 3.03	Mayor and Mayor Pro Tem
Section 3.04	General Duties and Powers
Section 3.05	Prohibitions
Section 3.06	Vacancies and Forfeiture of Office
Section 3.07	Investigations
Section 3.08	Meeting Procedure
Section 3.09	Ordinances
Section 3.10	Procedure for Enactment of Ordinances
Section 3.11	Authentication, Recording, Codification, and Printing
ARTICLE IV	MUNICIPAL ELECTIONS
Section 4.01	City Council Places and Terms
Section 4.02	Annual Elections
Section 4.03	Political Activities
Section 4.04	Qualifications for Candidacy and Holding Office
Section 4.05	Canvassing of Elections and Declaration of Results
ARTICLE V	MUNICIPAL ADMINISTRATION
Section 5.01	City Manager
Section 5.02	Temporary Absence or Disability of the City Manager
Section 5.03	Removal of the City Manager
Section 5.04	Duties and Powers of the City Manager
Section 5.05	City Departments
Section 5.06	City Secretary
Section 5.07	Removal of the City Secretary
Section 5.08	City Attorney
Section 5.09	Special Counsel
ARTICLE VI	FINANCE
Section 6.01	Fiscal Year
Section 6.02	Budget
Section 6.03	Monthly Financial Reports
Section 6.04	Annual Audit
Section 6.05	Indebtedness
ARTICLE VII	REVENUE AND TAXATION
Section 7.01	Municipal Taxes

Section 7.02	Power to Tax
Section 7.03	Appraisal and Assessment of Real Property
Section 7.04	Tax Rate
Section 7.05	Election to Repeal Tax Increase
Section 7.06	Tax Exemptions and Abatements
Section 7.07	Tax Payments
Section 7.08	Tax Liens and Liability

ARTICLE VIII BOARDS AND COMMISSIONS

Section 8.01	Boards and Commission – General
Section 8.02	Planning and Zoning Commission
Section 8.03	Board of Adjustment
Section 8.04	Parks and Recreation Board

ARTICLE IX MUNICIPAL COURT

Section 9.01	Establishment of the Municipal Court
Section 9.02	Fines, Fees, and Costs
Section 9.03	Judge of the Municipal Court
Section 9.04	Clerk of the Municipal Court
Section 9.05	City Prosecutor

ARTICLE X FRANCHISES AND PUBLIC UTILITIES

Section 10.01	Franchise Power of the City
Section 10.02	Power to Grant Franchises
Section 10.03	Exclusiveness of Franchises
Section 10.04	Transfer of Franchises
Section 10.05	Extensions of Public Utilities
Section 10.06	Right of Franchise
Section 10.07	Records and Accounts
Section 10.08	Sale of Municipal Services
Section 10.09	Ownership and Control of Streets, Etc.
Section 10.10	Regulation of Rates
Section 10.11	Discrimination
Section 10.12	Franchise Records
Section 10.13	Franchises Granted Before Ratification of this Charter

ARTICLE XI INITIATIVE, REFERENDUM, AND RECALL

Section 11.01	Initiative
Section 11.02	Referendum
Section 11.03	Recall
Section 11.04	Results of Recall Election
Section 11.05	Limitation of Recall
Section 11.06	Form of Petitions
Section 11.07	Filing, Examination, and Certification of Petitions
Section 11.08	Amendment of Petitions
Section 11.09	Consideration by the City Council
Section 11.10	Submission to Voters
Section 11.11	Results of Election

ARTICLE XII GENERAL PROVISIONS

Section 12.01	Public Meetings
Section 12.02	Public Record
Section 12.03	Effective Date of this Charter
Section 12.04	Effect of Charter on Existing Law

Section 12.05	Continuation of Present Offices
Section 12.06	Amendments to this Charter
Section 12.07	Conflict of Interest
Section 12.08	Nepotism
Section 12.09	Guarantee of Fraud
Section 12.10	Notice of injury or Damage
Section 12.11	Official Medium
Section 12.12	Gender of Wording
Section 12.13	Qualified Voter
Section 12.15	Official Oath of Office
Section 12.16	City Exempt for Appeal Bonds
Section 12.17	Fund Not Subject to Garnishment
Section 12.18	Certification and Submission to Voters

ARTICLE I: FORM OF GOVERNMENT AND BOUNDARIES

Section 1.01 Incorporation

The citizens of the City of Kennedale, Tarrant County, Texas, do hereby declare that the City of Kennedale is incorporated as a political subdivision of the State of Texas under the name of “City of Kennedale”, hereinafter referred to as the ‘City’, and with the duties, rights, powers, authority, privileges, obligations, and immunities provided in this Charter.

Section 1.02 Form of Government

The City Government shall be a “Council-Manager Government”. Pursuant to the provisions of and subject only to the limitations imposed by this Charter and by the state constitution and statutes, the City Council, led by the Mayor, shall be vested with all the powers of the City. The City Council shall enact legislation, adopt budgets, determine policies and appoint the City Manager. The City Manager shall execute the laws and administer the government of the City. The Mayor is responsible for vigilantly reviewing governmental activities, providing leadership and making recommendations to the Council and City Manager that ensure that the city government is meeting the needs of the citizens of the City of Kennedale.

Section 1.03 Boundaries

The boundaries of the City shall be as they exist when this Charter is adopted and shall remain in effect until changed.

Section 1.04 Change of Boundaries

The City Council may, by ordinance, annex territory to the City. The City Council may, by ordinance, disannex territory within the City, and/or exchange territory with other cities and towns. These actions are subject only to state law. In accordance with state law, the people who reside in annexed territory shall be entitled to all the rights and privileges of citizens of the City, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

ARTICLE II: RIGHTS AND POWERS OF THE CITY

Section 2.01 General

The City shall have the rights and powers granted to municipalities and cities under the general laws, and the rights and powers of self-government that now exist or may hereafter be granted to Home Rule Cities by the Constitution and the general and special laws of the State of Texas, together with all the rights and powers so granted as fully and completely as though they were enumerated in this Charter. Such rights and powers, whether expressed or implied, shall be exercised and enforced in the manner prescribed by applicable State Law or by this Charter, and when not prescribed herein, in such a manner as shall be provided by ordinance or resolution of the City Council.

Section 2.02 Construction and Severability

The rights and powers of the City under this Charter shall be construed in favor of the City in the event of conflict between the City and other governmental agencies or bodies, corporations, or individuals, and the specific mention of particular rights or powers in the Charter shall not be construed as limiting in any way the general rights and powers stated in the Article. In addition, should any phrase, clause, sentence, or provision of this Charter be declared invalid by a court of competent jurisdiction, the validity and applicability of the remainder of this Charter shall not be affected.

Section 2.03 Intergovernmental Relations

The City may exercise any of its rights or powers or perform any or its functions, and may participate in the financing thereof, either jointly or in cooperation, by contract or otherwise, with any one or more of the States or any political subdivision or agencies thereof, or with the United States of any agency thereof.

Section 2.04 Transfer of Rights, Powers, and Obligations

- (a) The City shall succeed to all rights, claims, actions, orders, contracts, and legal or administrative proceedings pending or in process at the effective date of this Charter, except as modified pursuant to the provisions herein; and each matter shall be maintained, carried on, or dealt with by the City authority as appropriate under this Charter.
- (b) All City ordinances, resolutions, orders, and regulations in force on the date this Charter becomes fully effective are repealed to the extent that they are inconsistent or interfere with the operation of this Charter or of ordinances or resolutions adopted pursuant hereto. To the extent that the Constitution and laws of the State of Texas permit, all laws governing this City of its agencies, officers, or employees at the time this Charter becomes fully effective are superseded and void to the extent that they are inconsistent or interfere with the operation of this Charter or of ordinance or resolutions adopted pursuant hereto.

ARTICLE III: THE CITY COUNCIL

Section 3.01 City Government

The governing body of the City shall be known as the “City Council of the City of Kennedale”, hereinafter referred to as the “City Council”. The City Council shall be composed of a Mayor and five (5) other Council members.

Section 3.02 Expense Reimbursement

Each member of the City Council shall receive reimbursement for each scheduled City Council meeting duly attended. In addition to the above, the City shall, upon receiving receipts and other appropriate documentation for authorized expenditures, reimburse the members of the City Council for necessary expenses incurred by them in the performance of their official duties.

Section 3.03 Mayor and Mayor Pro Tem

The Mayor shall preside at City Council meetings, and shall be recognized as head of the City government. The Mayor shall have the right to vote only in the event of a tie. The Mayor shall have veto power. The City Council shall elect one of its members Mayor Pro Tem. The Mayor Pro Tem shall act as Mayor in the absence of the Mayor and shall have the same duties and power as the Mayor except veto power. The Mayor Pro Tem shall retain the right to vote as a Council member.

The Mayor may exercise veto power over a Council action within five (5) working days of that action. The Mayor shall give written notice of a veto to the City Secretary. Upon proper notice, Council action to consider overriding a veto shall be an agenda item at the next scheduled Council meeting. The decision of the Council to override a veto is not subject to veto by the Mayor and becomes effective immediately.

Section 3.04 General Duties and Powers

By this Charter, all powers of the City shall be vested in the City Council. The City Council shall exercise these powers to ensure the performance of all duties and obligations imposed on the City by law and by this Charter. Specifically, the City Council is provided with, but not limited to, the following powers:

- (a) To enact municipal legislation.
- (b) To appoint or elect and to remove, after a hearing, all persons appointed or elected by the City Council.
- (c) To establish the compensation for all City officers.
- (d) To create, change, or abolish all offices, departments, and agencies of the City government other than those offices and agencies created by this Charter; and to assign additional duties and powers consistent with this Charter to officers, departments, and agencies created by this Charter.
- (e) To establish operating policy.
- (f) To establish the boundaries of the City.

Section 3.05 Prohibitions

- (a) Holding Other Office. Except where authorized by law, no member of the City Council shall hold any other City office or employment with the City, excluding boards, committees and commissions, during the term for which the Council member was elected to the City Council. No former member of the City Council shall hold any compensated appointed City Office or employment with the City for a period of two years after the expiration of the term of office.
- (b) Appointments and Removals. Neither the City Council nor any of its members shall, in any manner, dictate the appointment or removal of any City administrative officer or employee whom the City Manager or any of his subordinates are empowered to appoint. The City Council may, however, express its views fully and freely, discussing with the City Manager anything pertaining to the appointment and removal of such officers and employees.
- (c) Interference in Administrative Matters. Except for the purpose of inquiry or investigation, the City Council shall deal with administrative departments and the personnel of these departments solely through the City Manager. Neither the City Council nor any of its members shall give an order, either publicly or privately, to any subordinate of the City Manager.

Section 3.06 Vacancies and Forfeiture of Office

- (a) Vacancies. The office of a Council member or Mayor shall become vacant upon the death, resignation, forfeiture of office, or removal from office in any manner authorized by law or by this Charter.
 1. If a vacancy occurs in the office of the Mayor it shall be filled by the Mayor Pro Tem. Any other vacancy on the City Council, including a position if vacated by the Mayor Pro Tem, shall be filled by appointment by a majority vote of all of the remaining City Council members; however;
 2. If more that thirteen (13) months remain on the term of a vacant Council position, the remaining term of office shall be filled at the regular election held in May; however.
 3. If more than sixteen (16) months remain on the terms of two or more Council positions, the remaining terms of office shall be filled through a special election.
 4. Any vacancy in a Council position with an unexpired term of less than three (3) months shall not be filled before the next regular election, unless occupancy of that office is necessary to constitute a quorum.
- (b) Forfeiture of Office. A council member shall forfeit office if the member:

1. Lacks at any time during the term of office any qualification or the office prescribed by law or by this Charter.
 2. Violates any express prohibition of this Charter.
 3. Fails to attend three (3) consecutive scheduled meetings without valid excuse, or fails to maintain an eighty (80) percent attendance record, excluding excused absences, for each elected year (including all scheduled budget and special meetings), whereupon the Council must declare a vacancy at its next regular meeting and shall fill the vacancy as set forth in this Charter.
- (c) When any member of the Council no longer possesses all of the qualifications required for office, or is convicted of a felony or any offense involving moral turpitude while in office, the office shall immediately and automatically be forfeited and become vacant.
- (d) The Council shall be the judge of the qualifications of its members and for these purposes shall have the power to subpoena witnesses and require the production of records, but the decision of the Council in any case shall be subject to review by the courts.

Section 3.07 Investigations

The City Council may investigate the affairs of the City and the official conduct of any City department, office, or agency. For this purpose, the City Council may subpoena witnesses, administer oaths, take testimony, and compel the production of all pertinent evidence. Any person who fails or refuses to obey a lawful order issued by the City Council shall be guilty of a misdemeanor, as provided by ordinance.

Section 3.08 Meeting Procedure

- (a) Meeting. The City Council shall meet in regularly scheduled City Council meetings at least once each month at such times as the members may prescribe by rule. Special meetings may be called on the request of the Mayor of three (3) City Council members. All City Council meetings shall be held at City Hall or at such place in the City that will permit the attendance of the general public. All City Council meetings and all sessions of the City Council and committees of the City Council shall be open to the public; however, the City Council may recess for the purpose of discussing in a closed or executive session those matters permitted by State Law, including, but not limited to:
1. Pending or contemplated litigation, settlement offers, and any other legal advice.
 2. The acquisition or disposal of real property.
 3. Personnel matters.
 4. The evaluation of candidates for offices appointed by the City Council.
- (b) A motion calling for a closed or executive session must be made in a public meeting and must state the general subject to be discussed. A final action or vote with regard to any matter considered in a closed meeting shall be made except in a public meeting.
- (c) Rules and Minutes. The City Council shall determine its own rules and order of business, and shall provide for keeping minutes or all its proceeding. The minutes shall be a public record.
- (d) Voting. The record of votes shall be recorded in the minutes of the City Council. Three (3) members of the City Council shall be a public record.
- (e) Voting. The record of votes shall be recorded in the minutes of the City Council. Three (3) members of the City Council shall constitute a quorum.

Section 3.09 Ordinances

- (a) An ordinance must be adopted by majority vote of the City Council to accomplish any of the following acts:
1. Adopt or amend an administrative code or establish, alter, or abolish any City department, office, or agency.
 2. Provide for a fine or other penalty, or establish a rule or regulation for violation of which a fine or other penalty is imposed.
 3. Levy taxes.
 4. Grant, renew, or extend a franchise.
 5. Regulate the rate charged for its services by a public utility.
 6. Authorize the borrowing of money.
 7. Convey, lease, or authorize the conveyance or lease of any lands of the city.
 8. Adopt without amendment ordinances proposed under the initiative power.
 9. Amend or repeal any ordinance previously adopted, except as otherwise provided in this Charter with respect to repeal of ordinances reconsidered under the referendum power.
 10. Set fees, rates, and charges.
 11. Acts other than those referred to in (1) through (10) above may be accomplished by ordinance, resolution, or vote of the Council unless by law of specific provision of this Charter requires that they be enacted by ordinance.

Section 3.10 Procedure for Enactment of Ordinances

- (a) Each proposed ordinance shall be introduced in written or printed form, and the enacting clause of all ordinances shall be "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE", but such enacting clause may be omitted when the ordinances of the City are codified and published in book or pamphlet form by the City of Kennedale. All ordinance, resolutions, or orders may be passed at any regular meetings or at any special meetings called for that purpose. Prior notification of all meetings shall be made to the public and the press in accordance with the requirements of State Law.
- (b) Proposed ordinances shall be published in the official medium as provided by State Law. All such ordinances may be admitted and received in all courts, subject to the rules of evidence and laws of jurisdictions where proof of such ordinances is tendered, without further proof. All meeting and ordinances shall be governed in strict accordance with State Law.

Section 3.11 Authentication, Recording, Codification, and Printing

- (a) Authentication and Recording. The City Secretary shall record in full, all ordinances and resolutions adopted by the City Council. This record shall be authenticated by the signature of the City Secretary.
- (b) Codification. The City Council shall provide for the preparation of a general codification of all City ordinances and resolutions having the force and effect of law. The general codification shall be adopted by the City Council by ordinance, and shall be published promptly in bound or loose-leaf form with this Charter and any laws of the State of Texas and such codes or technical regulations and other rules and regulations as the City Council may specify. This compilation shall be known and cited officially as the "City Code of Kennedale, Texas". Copies of the code shall be furnished to the city officers, placed in public places for free public reference, and made available for purchase by the public at a price determined by the City Council to be sufficient to cover costs.

ARTICLE IV: MUNICIPAL ELECTIONS

Section 4.01 City Council Places and Terms

- (a) The City Council shall be divided into the Mayor and places 1, 2, 3, 4 and 5. Each position shall be filled by a qualified citizen from the City at large by a majority vote cast by qualified voters.
- (b) Each place shall be for a two year term. The Mayor and Council member for places 2 and 4 shall be elected in even numbered years. Council members for places 1, 3, and 5 shall be elected in odd numbered years.

Section 4.02 Annual Elections

- (a) All general and special elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the Council for the conduct of elections. The Council shall appoint the election judges and other election officials in the City elections and for all other expenses in holding said elections. The election judges shall make provisions for the recount ballots in case of doubt or fraud. They shall also be authorized to prevent unlawful practices such as electioneering or loitering near voting places.
- (b) Sample ballots identical to the voting format for the election shall be posted in the voting place for the benefit of the voters.

Section 4.03 Political Activities

- (a) No employee of the City may campaign for or against any issue while serving in his/her official capacity; nor influence the nomination, election, or defeat of any candidate for Mayor or Council member; or campaign for or against the recall of the Mayor or Council member. His provision shall not prohibit the ordinary exercise of the right to express opinions and to vote.
- (b) No candidate for municipal office may solicit the support, the endorsement, or the financial contributions of any City employee.

Section 4.04 Qualifications for Candidacy and Holding Office

- (a) Each member of the City Council, including the Mayor, shall meet the following qualifications; (1) Be a registered voter of the City; (2) Have resided in the City for one (1) year before the date of election; (3) Continue residency in the City during the term of office; (4) Not hold more than one public elective office; (5) Not hold an appointed office of the City excluding boards, committees, and commissions; (6) Be at least 21 years of age; (7) Not have been determined mentally incompetent by a final judgment of a court; and (8) Not have been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities.
- (b) No candidate may file for more than one office or position number per election.

Section 4.05 Canvassing of Elections and Declaration of Results

Returns of every municipal election shall be delivered forthwith by the election judges to the City Secretary with a copy of the returns being sent to the Mayor. The Council shall canvass the returns, investigate the qualifications of the candidates and declare the official results of the election prior to the first regular Council meeting following delivery of the voted to the

City Secretary all in accordance with the Texas Election Code. The results of every municipal election shall be recorded in the minutes of the Council. The qualified person receiving a majority of the votes cast for any office shall thereupon be declared elected by the said Council. The decision of the council, as to qualification of candidates, shall be conclusive and final for all purposes. If a run-off election is necessary, it shall be scheduled in accordance with State Law.

ARTICLE V: MUNICIPAL ADMINISTRATION

Section 5.01 City Manager

The City Council shall appoint a City Manager by an affirmative vote of not less than four (4) members of the Council. The City Council shall by majority vote determine and fix the City Manager's compensation. The City Manager shall be chosen solely upon the basis of executive and administrative training, experience, and abilities, without regard to political considerations. Neither the Mayor nor any Council Member may be appointed City Manager or acting City Manager while holding office or for a period of two (2) years after his/her terms has ended.

Section 5.02 Temporary Absence or Disability of the City Manager

By filing a letter with the City Secretary, the City Manager may designate a qualified City administrative officer to be Acting City Manager during any absence of the City Manager. Such designee shall be approved by the City Council. If the City Manager fails to make such a designation, the Council shall appoint an acting City Manager to serve during such times. The Acting City Manager may be removed by a majority vote of the City Council.

Section 5.03 Removal of the City Manager

The City Council, acting in its sound discretion, may suspend or remove the City Manager at any time by an affirmative vote of not less than four (4) members of the Council. The City Council shall give the City Manager written notice for removal and/or suspension and give the City Manager an opportunity to respond. Upon written request of the City Manager, the City Council shall schedule a public hearing and provide the City Manager an opportunity to present a defense against any accusations made. The City Council shall not arbitrarily or capriciously suspend or remove the City Manager, but its decision in such matters shall be final.

Section 5.04 Duties and Powers of the City Manager

The City Manager shall be responsible to the City Council for the proper administration of all the affairs of the City.

Responsibilities of the City Manager shall include the following

- (a) Except as otherwise provided in this Charter, appoint, suspend, layoff, demote, or remove any directors or heads of administrative departments, or any other administrative officers, or employees of the City.
- (b) Supervise and control directly or indirectly all administrative departments, agencies, officers, and employees.
- (c) Attend all City Council meetings with the right to take part in discussions but have no vote. Scheduled absences shall be with prior approval of the Mayor.
- (d) Prepare and submit the proposed annual budget, and be responsible for its administration after it is adopted.
- (e) Submit to the City Council a report at the end of the fiscal year on the finances and administrative activities of the city for the preceding year.
- (f) Keep the City Council advised of the financial condition and the future needs of the City, and make such recommendations to the City Council on matters of policy and other matters as may seem desirable.
- (g) Combine, abolish, or create administrative departments subject to the approval of the City Council.
- (h) Have such other powers and perform such other duties as prescribed by this Charter and the City Council, in accordance with State Law.

Section 5.05 City Departments

There shall be such departments as are established by this Charter or as may be established by ordinance. All departments shall be under the control and direction of the City Manager unless otherwise provided in this Charter.

The head or director of each department may serve as a chief of a division within that respective department. The City Manager may appoint one person to serve as the head of two or more departments. With the consent of the City Council, the City Manager may serve as the head of one or more such departments.

Section 5.06 City Secretary

The City Council shall appoint the City Secretary by an affirmative vote of not less than four (4) members of the Council. The City Council shall by a majority vote determine and fix the City Secretary's compensation. The City Secretary shall be the clerical officer of the City Council, and shall keep the minutes, agenda, ordinances, attendance record, and other official records of the City Council and the City. The City Secretary shall be the custodian of the official seal of the City, and shall have such other duties and powers prescribed in this Charter and by the City Council. In addition to the responsibilities stated in this Charter, the City Manager will designate administrative duties to be performed by the City Secretary.

Section 5.07 Removal of City Secretary

The City Council, acting in its sound discretion, may suspend or remove the City Secretary at any time by an affirmative vote of not less than four (4) members of the Council. The City Council shall give the City Secretary written notice for removal and/or suspension and shall give the City Secretary an opportunity to respond. Upon written request of the City Secretary, the City Council shall schedule a public hearing and provide the City Secretary an opportunity to present a defense against

any accusations made. The City Council shall not arbitrarily or capriciously suspend and/or remove the City Secretary, but its decision in such matters shall be final.

Section 5.08 City Attorney

The City Council shall appoint a City Attorney who shall serve at the discretion of the Council and whose compensation shall be fixed by the City Council. The City Attorney shall be licensed to practice law in the State of Texas. The City Attorney shall be the legal advisor of the City Council and offices and departments of the City. The City Attorney shall represent the City in all legal proceedings, and shall perform any other duties prescribed by this Charter, ordinance or the City Council. The City Attorney designated may be an individual, partnership or professional corporation composed of individuals licensed to practice law in the State of Texas.

Section 5.09 Special Counsel

The City Council shall have the authority to retain special counsel for specific purposes.

ARTICLE VI: FINANCE

Section 6.01 Fiscal Year

The fiscal year shall begin on the first day of October and end on the last day following September.

Section 6.02 Budget

- (a) Submission of the Budget. On or before the first day of August each year, the City Manager shall submit to the City Council a balanced budget for the ensuing fiscal year designed to meet the goals and objectives of the City Council and provide a Budget message.
- (b) Budget Message. The budget message shall explain the budget both in fiscal terms and in terms of work programs for the ensuing fiscal year. It shall outline the proposed financial policies of the City and shall include such other material as the City Manager deems necessary.
- (c) Budget Contents. The budget shall contain the following:
 1. Comparative figures for the estimated income and expenditures for the ensuing fiscal year compared to the combination of: actual income and expenditures through, the latest complete accounting period that information is available for at the commencement of budget preparation, and the estimated income and expenditures for the incomplete portion of the current fiscal year.
 2. The proposed expenditures of each office, department, or function.
 3. A schedule showing the debt service requirement due on all outstanding indebtedness and on any proposed debt.
 4. The source or basis of the estimates.
 5. The total of the proposed expenditures which shall not exceed the total estimated income and the balance of available funds.
 6. The budget message which shall include a forecast of a five-year estimate of revenues and expenditures and an explanation of its effect on taxation. The source or basis of the estimates shall be a part of the forecast.
 7. Such other information as may be required by the Council or deemed desirable by the City Manager.
- (d) Public Hearing on the Budget. The Council shall hold one or more public hearings on the proposed budget prior to the final adoption.
- (e) Adoption of the Budget. The City Council shall adopt the proposed budget, with or without amendment, after public hearings and before the first day of the ensuing fiscal year. Should the Council take no final action before the first day of the ensuing year, the amounts appropriated for the current fiscal year shall be deemed adopted on a month to month basis. Final adoption shall constitute appropriation of the expenditures proposed from funds so indicated.
- (f) Adjustments after Adoption. During the fiscal year, the City Council shall have the power to make budget adjustments. Expenditures that could not, by reasonable thought and attention, have been included in the original budget, may be authorized by the City Council. All such authorizations by the City Council shall be filed as amendments to the original budget, including the reasons for such amendments.
- (g) Defects in the Budget. Defects in the form or preparation of the budget or the failure to perform any procedural requirements shall not invalidate any tax levy, now shall it invalidate the tax roll.

Section 6.03 Monthly Financial Reports

The City Manager shall present a monthly financial report and such additional information as may be required by the City Council. All income and expenses for the preceding month and for the year to date shall be shown, and shall be compared to the fiscal budget. The City shall provide copies of the monthly financial reports to the public at cost, upon request.

Section 6.04 Annual Audit

The City Council, by a majority vote of the entire Council, shall select and contract with a municipally oriented certified public accounting firm for the purpose of rendering an independent audit of all accounts and other financial records of the City government. The personnel of the firm conducting the audit shall not hold any public office in the City nor have any personal interest, direct or indirect, in the fiscal affairs of the City government or any of its offices. After completion of any audit of the City, the auditor shall prepare a report, and shall submit the report to the City Council, within one hundred twenty (120) days after the end of the fiscal year. The City shall provide copies to the public at cost, upon request.

Section 6.05 Indebtedness

The City shall have the right to issue and refund general obligation bonds, revenue bonds, and other evidence of indebtedness as is now permitted or as may be hereafter authorized to be issued by a Home Rule City in the State of Texas. All bonds of the City that have been issued, sold, and delivered to the purchaser shall be incontestable.

- (a) General Obligation Bonds. The City shall have the power to borrow money through general obligation bonds, which shall constitute direct and general obligations of the City, payable from ad valorem taxes levied against all taxable property located therein, within the limits prescribed by law of this Charter.
- (b) Revenue Bonds. The City shall have the power to borrow money for constructing, purchasing, improving, extending, or repairing public utilities, recreation facilities, or any other self-liquidating municipal function not prohibited by state law. Such borrowing shall be implemented through revenue bonds that are payable, both as to the principal and interest, solely from and secured by a first lien on and pledged from the income, or both, after deduction of reasonable operating and maintenance expenses as required by law. The holders of the revenue bonds shall never have the right to demand payment thereof from monies raised or to be raised by taxation.
- (c) Short Term Borrowing. The City may borrow fund on the credit of the City for a term not to exceed one year. Such obligations must be retired by the end of the budget year in which they were issued.
- (d) Certificates of Obligation. The City shall have the power to issue Certificate of Obligation in accordance with the laws of the State of Texas. If, prior to the date tentatively set for the authorization of the issuance of the certificates, a petition signed by five percent (5%) of the qualified voters of the City is filed with the City Secretary protesting the issuance of such certificates, the City shall not be authorized to issue certificates for such purpose unless the issuance thereof is approved at an election called, held, and conducted in the manner provided for bond elections by the laws of the State of Texas.

ARTICLE VII: REVENUE AND TAXATION

Section 7.01 Municipal Taxes

All taxes due to the City shall be payable at the office of the Tax Collector, who shall be designated by the Council, and may be paid at any time after the tax rolls for the year have been completed and approved, which shall be no later than October 1st. Taxes shall be paid on or before January 31st, of each year following the year for which the taxes are levied, and all such taxes not paid on or prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as prescribed by State law. The Council may provide further by ordinance all taxes, either current or delinquent, due the city may be paid by installments. Failure to levy and assess taxes through omission, in preparation of the approved tax roll, shall not relieve the person, firm, or corporation so omitted from obligation to pay such current or past due taxes as shown to be payable by recheck of the rolls and receipt for the years in question.

Section 7.02 Power to Tax

The Council shall have the power granted to municipalities by the Constitution and laws of the State of Texas to levy, assess and collect lawful taxes on property within the territory of the City, not to exceed the maximum limits set by the Constitution and laws of the State of Texas or restricted by this Charter.

Section 7.03 Appraisal and Assessment of Real Property

All taxable property situated within the corporate limits of the City on the first day of January of each year, not expressly exempted by law, shall be subject to yearly taxation by the City. As prescribed by State Law, the assessed value of such property shall be One-Hundred (100) percent of its appraised value on January 1 as determined by the Tarrant Appraisal District or its successor.

Section 7.04 Tax Rate

The tax rate shall be calculated, publicized and adopted in accordance with the State Property Tax Code.

Section 7.05 Election to Repeal Tax Increase

If the City Council adopts a tax rate that exceeds the Roll Back Rate, the qualified voters of the City, by petition, may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to equal the Roll Back Rate. Such petition is valid if it complies with State Law.

Section 7.06 Tax Exemptions and Abatements

- (a) The City Council may pass, by ordinance, exemptions and abatements as provided by State Law. Exemptions and abatements shall include, but not be limited to, over 65 exemptions, disabled exemptions, and tax abatements.
- (b) The Tarrant Appraisal District shall prescribe the method and manner in which such exemptions may be secured by qualified property owner9s0 according to State Law.

Section 7.07 Tax Payments

All taxes due the City shall be payable in legal tender to the City or its agent, and shall become due and payable upon receipt of the tax bill. Such taxes shall be delinquent if not paid before February 1 of the year following the year in which imposed. The interest and penalty on delinquent taxes shall be assessed as provided by State Law.

Section 7.08 Tax Liens and Liability

- (a) Real and Personal Property. On January 1 of each year, a tax lien in favor of the City attaches to a property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. The lien shall have priority over all other claims except as provided by law.
- (b) Business and Non-Business Personal Property. Upon securing a tax warrant as provided by State Law, the City may seize, and take possession pending the sale of, as much of any business personal property, or certain non-business taxable property as may be reasonably necessary for the payment of all taxes, penalties, and interest owed, as well as all costs of seizure and sale.

ARTICLE VIII: BOARDS AND COMMISSIONS

Section 8.01 Boards & Commissions – General

- (a) In addition to the boards and commissions established by this Charter, the City Council shall be empowered to create additional boards and commissions. Each appointed member of the Boards and Commissions of the City shall meet the following qualifications: (1) Be a registered voter of the City; (2) Shall have resided in the City for one year, and (3) Continue residency in the City during the term of office.
- (b) The City Secretary shall provide application forms to all qualified citizens who express interest in serving on the boards and commissions. All such applicants shall receive due consideration by the City Council however, the City Council may select and appoint any qualified person.
- (c) The City Council shall have the authority to remove any appointee from any board or commission.

- (d) The City Council shall by ordinance set the size, quorum, length of terms, rules of order and organization of each City board and commission.

Section 8.02 Planning & Zoning Commission

A Planning and Zoning Commission shall be established to advise and formulate recommendations to the City Council for the improvement, planned growth, health, safety and well-being of the City. The duties and powers of the Planning & Zoning Commission shall include the following:

- (a) To prepare and recommend for approval by the City Council, a long range comprehensive city plan for the orderly physical development of the City, and to review and make recommendations for revisions to the City Plan as necessary, but such review shall be made no less frequently than once every five years.
- (b) To review proposed changes in zoning districts and make recommendations to the City Council, in accordance with procedures for such review as established by ordinance.
- (c) To review and approve or deny proposed platting or subdivision of land within the City and its extraterritorial jurisdiction, in accordance with procedures established by ordinance and State Law.
- (d) Any other duties or powers assigned to the Commission by ordinance.

Section 8.03 Zoning Board of Adjustment

- (a) A Zoning Board of Adjustment shall be established to hear appeals from any aggrieved person, entity or by, any officer, department or board of the City affected by any decision pertaining to zoning.
- (b) The Board of Adjustment shall have all powers granted by, and shall be controlled by the provisions of State Law. The Board vested with the power and authority, and in appropriate cases and subject to appropriate conditions and safeguards, to make such variances, exemptions and exceptions to the terms of appropriate ordinances in harmony with their special rules therein contained for the purposes of rendering full justice and equity to the general public. The City Council shall establish, by ordinance, Zoning Board of Adjustment procedures for accepting, hearing and acting upon appeals.

Section 8.04 Parks & Recreation Board

A Parks and Recreation Board shall be established to advise and formulate recommendations to the City Council for the use, improvement and growth of parks and recreation activities within the city.

ARTICLE IX: MUNICIPAL COURT

Section 9.01 Establishment of the Municipal Court

A municipal court, known as the "Municipal Court of Kennedale, Texas" is hereby established. The Municipal Court shall have the jurisdiction, powers, and duties given and prescribed by the laws of the State of Texas. The City Council shall have the power to create and establish by ordinance additional municipal courts.

Section 9.02 Fines, Fees, and Costs

All fines, penalties, fees, or costs collected by the Municipal Court shall be deposited in the City treasury. No fee or costs shall be charged except those authorized by State Law. Neither the compensation of the Judge of the Municipal Court, nor of any full or part-time employee of the City, shall be based upon a percentage of the fines imposed by the Municipal Court.

Section 9.03 Judge of the Municipal Court

The City Council shall appoint a Judge who shall be known as the "Judge of the Municipal Court". The Judge shall be appointed for a two (2) year term. In order to be appointed, the Judge must be a resident of the State of Texas. The City Council shall fix the compensation for the Judge. The City Council, acting in its sound discretion, may suspend or remove the Municipal Judge at any time by a majority vote of the entire Council. The City Council shall give the Municipal Judge written notice for removal and/or suspension and give the Municipal Judge opportunity to respond. Upon written request of the Municipal Judge, the City Council shall schedule a public hearing and provide the Municipal Judge an opportunity to present a defense against any accusations made. The City Council shall not arbitrarily or capriciously suspend or remove the Municipal Judge, but its decision in such matters shall be final. If for any reason the Judge is unable to act, the City Council shall either declare the office vacant, or appoint a temporary Judge to serve until the Judge is able to act. If the office of the Judge is declared vacant, it shall be filled by appointment by the City Council in accordance with this Section. Following appointment the Judge must meet all educational or other qualifications as prescribed by State law. The City Council may also appoint such alternate Judges as necessary. All alternate Judges must meet the same qualifications as the Judge of the Municipal Court.

Section 9.04 Clerk of the Municipal Court

The City Manager shall appoint a clerk who shall be known as the "Clerk of the Municipal Court". The Clerk of the Municipal Court shall keep the records and the proceedings of the Court, issue all processes, and generally perform all the duties prescribed by law for clerks or such courts, insofar as those duties are applicable.

Section 9.05 City Prosecutor

The City Council shall appoint a City Prosecutor who is licensed to practice law in the State of Texas. The City Council shall fix the compensation for the City Prosecutor and determine the length of time for appointment. The City Prosecutor may be an individual, partnership or professional corporation composed of individuals licensed to practice law in the State of Texas.

ARTICLE X: FRANCHISES AND PUBLIC UTILITIES

Section 10.01 Franchise Power of the City

In addition to the City's power to buy, construct, lease, maintain, operate, and regulate public utilities within and without the City limits, and to manufacture, distribute and sell the commodities or products of such utility operations required by the public, the City shall have such further powers as may now or hereafter be granted under the Constitution and laws of the State of Texas.

Section 10.02 Power to Grant Franchises

The City Council shall have the power by ordinance, after public hearing, to grant, renew, and extend all franchises for all public utilities of every character operating within the City and, with the consent of the franchise holder, to amend the same, provided, however, that no franchise shall be granted for an indeterminate term, and that no franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension. Council action on all ordinances granting, renewing, extending, or amending a public utility franchise shall comply with the applicable provisions set forth in Section 3.10 of this Charter.

Section 10.03 Exclusiveness of Franchises

No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of such grant shall be exclusive.

Section 10.04 Transfer of Franchises

No public utility franchise shall be transferable except by the approval of the City Council expressed by ordinance following a public hearing. The term "transferable", as used herein, shall not be constructed in such a manner as to prevent the franchise holder from pledging said franchise as security for a valid debt or mortgage.

Section 10.05 Extensions of Public Utilities

All extensions of service of public utilities within the City limits shall become a part of the aggregate property of the public utility, shall operate as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 10.06. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

Section 10.06 Right of Franchise

All grants, removals, extensions, or amendments of public utility franchises shall be subject to regulation by the City Council. The City Council, by ordinance, shall have the following powers:

- (a) To repeal the same by ordinance at any time for failure to begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing.
- (b) To require an adequate extension of plant and service as is necessary to provide adequate service to the public and maintenance of the plant and fixtures at the highest reasonable standard of efficiency.
- (c) To impose regulations that insures safe, efficient and continuous service to the public.
- (d) To require at any time such compensation and rental as may be permitted by the laws of the State of Texas.
- (e) To require the franchise holder to restore at the franchise holder's expense, all public or private property to a condition equally as good or better than before disturbed by construction, repair or removal. The franchise holder in opening and refilling of all earth opening shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good or better as when disturbed.
- (f) To require every franchise holder to furnish within a reasonable time to the City, without cost to the City, a general map, with updates outlining the location, character, size, length, and terminals of all facilities of such franchise holder in, over, and underground of property in the City and to provide detailed information on request.

Section 10.07 Records and Accounts

The City Council shall periodically examine, and may, if deemed appropriate, request and audit the records of all franchise holders and municipally owned public utilities. The City Council shall also demand that all franchise holders and municipally owned public utilities keep a standard system of accounting and furnish reports on the local operations of the utility. Such reports shall be prepared in such form and contain such information as the City Council shall prescribe.

Section 10.08 Sale of Municipal Services

The City Council shall have the power and authority by ordinance to sell and provide such public services as may be beneficial to the City.

Section 10.09 Ownership and Control of Streets, Etc.

The sole right of control and use of the public street, sidewalks, highways, bridges, alleys, public places, and other real property of the City is hereby declared to be inalienable. The City Council may prohibit the use of any property or right of way within the City limits to any public utility, whether the use be under, over, or on such property.

Section 10.10 Regulation of Rates

The Council shall have full power after due notice and hearing to regulate by ordinance the rates, charges and fares of all public utility franchise holders operating in the City, provided that no such ordinance shall be passed as an emergency measure. Upon receiving a request from a public utility franchise holder requesting a change in rates, the Council shall call a public hearing for consideration of the change. All such franchise holders who shall request an increase in rates, charges, or fares shall have, at the hearing of the Council called to consider such request, the burden of establishing by clear, competent, and convincing evidence the value of its investment property allocable to service in the City, and the amount and character of its expenses and revenues connected with the rendering of such service. If, upon such hearing, the Council is not satisfied with the sufficiency of the evidence furnished, it shall be entitled to call upon such public utility for the furnishing of additional evidence at a subsequent date to which said hearing may be adjourned. No public utility franchise holder shall institute any legal action to contest any rate, charge, or fare fixed by the Council until such franchise holder has filed a motion for rehearing with the Council setting out each ground of its complaint against the rate, charge, or fare fixed by the Council, and until the Council shall have acted upon the motion within a reasonable time, not to exceed sixty (60) days from the filing of such motion for rehearing; provided, that the Council may by resolution extend such time of acting on said motion for rehearing sixty (60) days to ninety (90) days. The City shall have the power to employ at the expense of the franchise holder, expert assistance and advice in determining a reasonable rate and equitable profit to the franchise holder.

Section 10.11 Discrimination

The City Council shall prevent unjust discrimination in service or rates by all franchise holders.

Section 10.12 Franchise Records

The City shall compile and maintain a public record of utility franchises.

Section 10.13 Franchises Granted Before Ratification of This Charter

All franchises granted before the ratification of the Charter are recognized as contracts between the City and the grantee, and the contractual rights contained in any such franchise shall not be impaired by the provisions of the Charter.

ARTICLE XI: INITIATIVE, REFERENDUM, AND RECALL

Section 11.01 Initiative

The qualified voters of the City shall have the power to propose any ordinance, except an ordinance related to zoning, the appropriation of money or the authorization of the levy of taxes or one repealing such an ordinance, and to adopt or reject the same ordinance at the polls, such power being known as "initiative". Any initiated ordinance may be submitted to the City Council by a petition signed by qualified voters equal in number to at least twenty-five (25) percent of the votes cast in the last regular municipal election, but not less than two hundred and fifty (250) signatures. Such initiated ordinance may be passed by the City Council without change, or may be submitted to the voters at an election called for that purpose.

Section 11.02 Referendum

The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance, excepting those ordinances relating to zoning, that appropriation of money or the levy of taxes, such power being known as "referendum". In the submission of a petition for referendum, the number and qualifications of petition, except that referendum petitions must be filed with the City Secretary within sixty (60) days after the effective date of the ordinance that is the subject of the referendum. When such petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall not go into effect, or if it has gone into effect, further enforcement or action thereunder shall be suspended unless and until such ordinance is approved by the voters as provided herein.

Section 11.03 Recall

The qualified voters of the City shall have the power to recall any elected official of the City and may exercise that power by filing with the City Secretary a petition containing the same number of signatures and qualifications as required for an initiative petition under this Charter. If the petition is certified by the City Secretary to be sufficient, the City Council shall call an election to determine whether the official named in the petition shall be recalled. The election shall be held no earlier than thirty (30) days after the City Council receives the petition, nor no later than the next special election as allowed in the Texas Election Code.

Section 11.04 Results of Recall Election

If the majority of the votes cast in a recall election are for the recall of the officer named on the ballot, the City Council shall immediately declare that office vacant, and the vacancy shall be filled in accordance with the provisions of this Charter.

Section 11.05 Limitation of Recall

No recall petition shall be accepted against an elected official within six (6) months after taking office, and no official shall be subjected to more than one recall election during a term of office.

Section 11.06 Form of Petitions

All papers for any particular petition circulated for the purpose of an initiative, referendum, or recall shall be uniform in size and style. Initiative petitions shall contain the full text of the proposed ordinance, and referendum papers shall contain a description sufficient to identify positively the ordinance sought to be repealed. The signatures to initiative, referendum, or recalls petitions need not to be appended to one paper, but all pages that compose a single petition shall be assembled and given to the City Secretary as one instrument with an attached affidavit. The affidavit attached to the petition shall be prepared by the person who files it, and shall bear the stated number of signatures and a statement to the effect that all signatures appended to the petition are, in his belief, the genuine signatures of the persons whose names they purport to be. Names, addresses, and voter registration certificate numbers of the signers of such petitions shall be printed adjacent to their signatures.

Section 11.07 Filing, Examination, and Certification of Petitions

Petitions for initiative, referendum, or recall shall be filed with the City Secretary. Within twenty (20) days after a petition is filed, the City Secretary shall determine whether the petition has been signed by a sufficient number of qualified voters, whether it has a proper, attached affidavit of the person who filed the petition and whether it otherwise meets the procedures of this Charter and other laws. After completing an examination of the petition, the City Secretary shall certify the results to the City Council at its next regular meeting. If the petition is insufficient the City Secretary shall set forth in a certificate the reasons for its insufficiency, and shall at once notify the person who filed it of the findings.

Section 11.08 Amendment of Petitions

An initiative, referendum, or recall petition certified insufficient for lack of the required number of valid signatures or due to inadequate form or content may be amended once if the Petitioner files a notice of intention to amend it with the City Secretary within five (5) days after receiving the copy of the certificate and files a supplementary petition must be signed and filed as provided for in the original petition. The same procedures established for an original petition shall then be followed by the City Secretary and City Council. The findings of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

Section 11.09 Consideration by the City Council

Whenever the City Council receives a certified initiative or referendum petition from the City Secretary, it shall proceed at once to consider such petition. A proposed initiative ordinance shall be considered in a public hearing held by the City Council. The City Council shall take final action on an initiative or referred ordinance not later than thirty (30) days after the date on which it was submitted to the City Council by the City Secretary.

Section 11.10 Submission to Voters

If the City Council fails to pass an ordinance proposed by initiative petition in the exact form proposed, or it fails to repeal a referred ordinance, the ordinance shall be submitted to the voters not less than thirty (30) days from the date the City Council takes its vote, or not later than the special election date as allowed in the Texas Election Code.

Section 11.11 Results of Election

When a majority of the votes cast on a proposed ordinance are favorable, it shall become an ordinance of the City, upon certification of the election results. A referred ordinance shall be approved by a majority of the voters. If conflicting ordinance are approved by the voters at the same elections, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

ARTICLE XII: GENERAL PROVISIONS

Section 12.01 Public Meetings

Meetings of all elected commissions and all boards or commissions appointed by the City Council shall be open to the public in accordance with the laws of the State of Texas. Meetings of the City Council shall be held in accordance with provisions of this Charter. Minutes, transcriptions and recordings of all public meetings shall be archived according to State law and shall be public records.

Section 12.02 Public Record

Municipal records shall be available for public inspection during normal business hours, in accordance with state law. The cost, to any person requesting noncertified reproductions of public records, shall be established by the City Council.

Section 12.03 Effective Date of This Charter

This Charter shall become effective on and after the date and time of the first meeting of the City Council following the election at which a majority of votes cast by qualified voters of the City affirms adoption of this Charter. The City Council shall, immediately after canvassing said election, declare by resolution that this Charter is adopted. The City Council shall then order that this resolution be recorded upon the records of the City of Kennedale, Texas, and the records of the Secretary of Texas, as prescribed by the laws of the State of Texas.

Section 12.04 Effect of Charter on Existing Law

All ordinances, resolutions, rules and regulations in force in the City of the effective date of this Charter, and not in conflict with this Charter, shall remain in force until altered, amended or repealed. All taxes, assessments, liens, encumbrances and demands, of or against the City, fixed or established before such date, or for the fixing or establishing of which proceedings have begun at such date, shall be valid when properly fixed or established either under the law in force at the time of beginning of such proceedings or under the law after the adoption of this Charter.

Section 12.05 Continuation of Present Offices

All persons holding administrative office at the time this Charter takes effect shall continue in office and in the performance of their duties until provision shall have been made in accordance therewith for the performance of such duties or the discontinuance of such office. The powers conferred and the duties imposed upon any office, department or agency of the City by the laws of the State shall, if such office, department or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by the Council unless otherwise provided herein.

Section 12.06 Amendments to this Charter

Amendments to this Charter may be formulated and submitted to the voters as provided by State Law.

Section 12.07 Conflict of Interest

Officers or employees of the City having a direct or indirect interest in any proposed or existing contract, purchase, work, sale, or service to, for, or by the City shall not vote or render a decision, or use their personal betterment, financially or otherwise, to any degree. Every elected officer shall publicly disclose any such interest upon assumption of office or prior to consideration of any such matters. Any officer or employee who willfully conceals such interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position, and shall forfeit the office or position. Violation of this section contracting with or making a sale to the City shall render such contract or sale voidable by the City Manager or City Council.

Section 12.08 Nepotism

- (a) No member of the same household of a City Council member or the City Manager of the City shall be employed in a paid position for public service to the City, except as permitted by State Law.
- (b) No person related to a member of the City Council or the City Manager of the City shall be employed in a paid position for public service to the City if such kinship is closer than the second degree by marriage or the third degree by consanguinity, except as permitted by State Law.

Section 12.09 Guarantee of Funds

The City Council shall require that the depository or depositories holding all public funds shall pledge eligible securities or surety bonds against said funds to the extent of the total of such funds held by each and every depository in accordance with the laws of the State of Texas.

Section 12.10 Notice of Injury or Damage

Before the City of Kennedale shall be liable for damages for the death or personal injuries of any person or for damage to or destruction of property of any kind that does not constitute a taking or damaging of property under the Constitution of Texas, the person injured, or if deceased, his or her representatives shall give the City Council or City Manager notice in

writing of such death, injury, damage, or destruction, duly verified by affidavit, within thirty (30) days after same has been sustained. Such written notice shall state specifically when, where, and how such death, injury, damage, or destruction occurred; the apparent extent of any such injury; the amount of damages sustained; the street and number of the actual residence of the claimant at the date the claim is presented; the actual residence of the claimant six months preceding the occurrence of such death, injury, damage, or destruction and the names and addresses of all witnesses upon whom it is relied to establish the claim for damages. The failure to so notify the City Council or City Manager within the time and manner specified herein shall exonerate, excuse, and exempt the City from any liability whatsoever. No act of any officer or employee of the City shall waive compliance or stop the City from requiring compliance, but the provision may be waived by resolution of the City Council, made and passed after the expiration of the thirty (30) day period herein provided and evidenced by minutes of the City Council.

Section 12.11 Official Medium

The City Council shall, by resolution, designate a local legal newspaper or newspapers of general circulation in the City as the official newspaper(s) for publication of official business. All ordinances, notices, and other matters that are required to be published officially by this Charter, ordinances of the City, or the laws of the State of Texas shall be publicized in said medium.

Section 12.12 Gender of Wording

The gender of wording used throughout this Charter shall be interpreted to mean either sex.

Section 12.13 Qualified Voter

The word "voter", as referred to in this Charter, shall be defined as an individual who meets the requirements of 30 days residency in the City of Kennedale, Texas, and is a registered voter in the State of Texas.

Section 12.15 Official Oath of Office

- (a) Before taking the oath or affirmation of office prescribed by this Section and entering upon the duties of office, all elected officials of the City shall subscribe to the following statement:

"I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, for the giving or withholding of a vote at the election at which I was elected so help me God."

- (b) Before taking the oath or affirmation of office prescribed by this section and entering upon the duties of office, all appointed officials of the City shall subscribe to the following statement:

"I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, or promised to pay, contributed, or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God."

- (c) Before entering upon the duties of their offices, all elected and appointed officials of the City shall take the following oath or affirmation:

"I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the City of Kennedale of the State of Texas and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and the Charter and ordinances of this city, so help me God."

Section 12.16 City Exempt for Appeal Bonds

It shall not be necessary in any action, suit, or proceeding in which the City of Kennedale is a part of any bond, undertaking, or security to be executed in behalf of said City. All such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given; and the City shall be liable as if such obligation had been given and executed.

Section 12.17 Funds Not Subject to Garnishment

No funds of the City or within the custody of the City of any of its officials in any official capacity shall be subject to garnishment, and the City shall not be required to answer in any garnishment proceedings.

Section 12.18 Certification and Submission to Voters

Pursuant to the obligations imposed on this Charter Commission by law, said Commission has determined and hereby certifies:

- (a) That this Charter is a true and correct copy of the Charter prepared by this Charter Commission.

- (b) That, in the submission of this Charter to the voters, it would be impracticable to segregate each subject for a separate vote thereon, for the reason that the Charter is so constructed that, in order to enable it to work and function, it is necessary that it be adopted in its entirety, therefore it is submitted so as to be voted upon as a whole.
- (c) That the election for this purpose shall be held in the City of Kennedale on the 17th day of January, 1998.
- (d) That the Charter Commission completed its work on the 25th day of November, 1997.

Proposed and submitted to our voters:

KENNEDALE HOME RULE CHARTER COMMISSION

John Clark, Chairman

Charles Gray, Vice Chairman

Vicki Thompson

George Barrett

Bill Abbott

Michael H. Bevill

John W. Berry

Michael Box

Roy Boenig

Ray Cowan

Wayne S. Cordell

Sonora Fenoglio

Eric Elam

Jerry N. Miller

Steven Hayes

Robert P. Mundy

Elmer L. Moseley

Tim Smith

Steve Radakovich

Nita Vaughn



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates from City Council

II. Originated by:

City Council, City Council

III. Summary:

Updates and information.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates from the Mayor

II. Originated by:

III. Summary:

Updates and information from the Mayor.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates from the City Manager

II. Originated by:

Bob Hart

III. Summary:

Updates and information from City Manager, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Executive Limitations

B. Ends

- Balanced Scorecard

II. Originated by:

III. Summary:

Reports are attached for review.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Executive Limitations	Executive Limitations UPDATED.docx
2.	Balanced Scorecard	Kennedale Strategy August 2015.pdf

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: GLOBAL EXECUTIVE CONSTRAINT

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

Overall, City operations are in compliance with the global constraint policy. A potential deviation may be in how the TxDOT receivables are recorded on the sidewalk project because TxDOT takes longer than 60 days to reimburse submittal requests. We continue to record the payment as a current account receivable.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: TREATMENT OF CUSTOMERS OF CITY SERVICES

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not:

1. Elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material
3. Operate facilities without appropriate accessibility and privacy.
4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

Cyber security issues are a major concern in compliance with point 2. The city backs up files on a daily basis to avoid more common hacking attempts. Limitations have been placed on what websites can be accessed. Both the city manager and IT analyst are members of InfraGard to better understand the risks involved.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: TREATMENT OF STAFF

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are unfair, undignified, disorganized, or unclear.

The City Manager will not

1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
2. Retaliate against any staff member for non-disruptive expression of dissent.

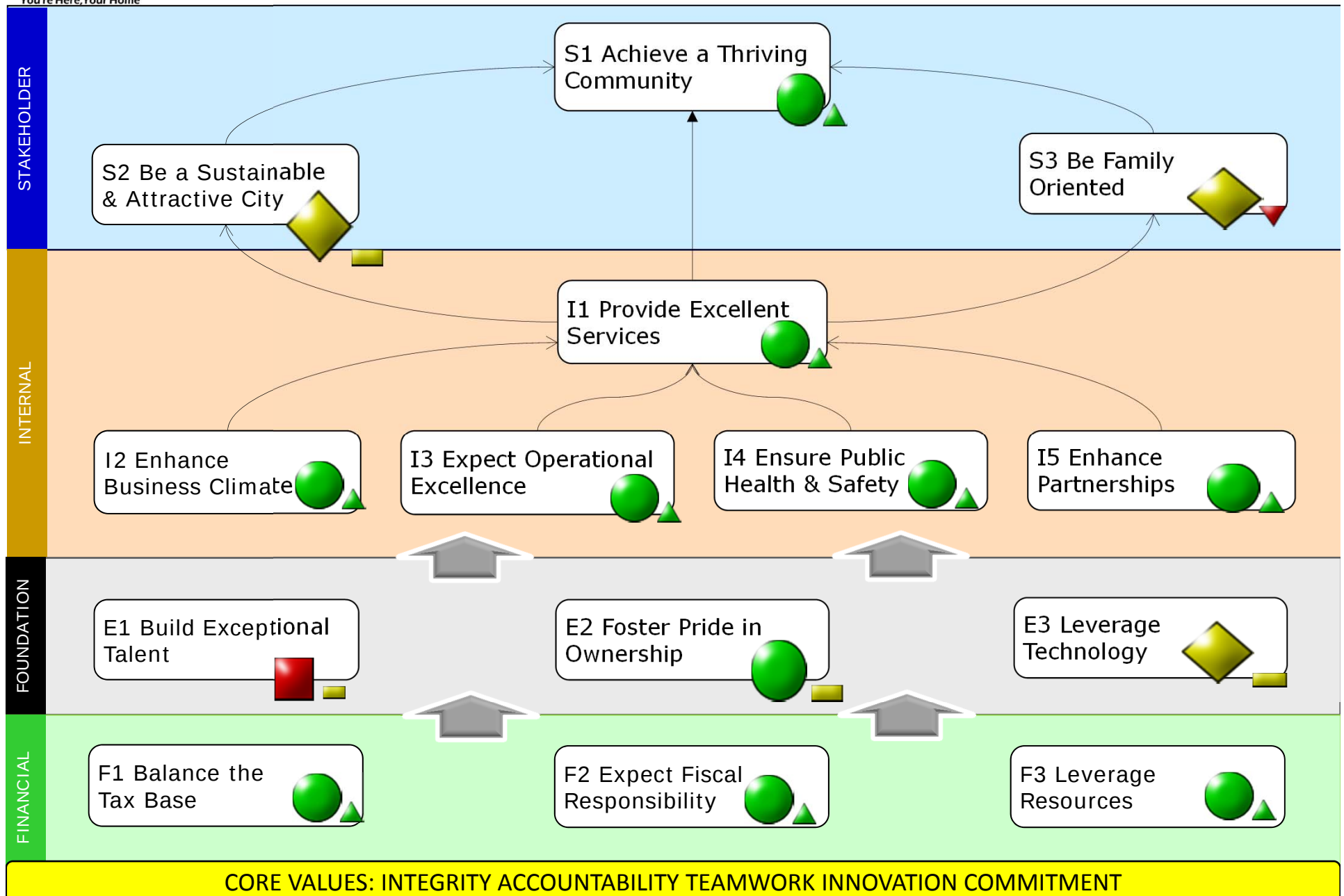
3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
4. Allow staff to be unprepared to deal with emergency situations.

The city maintains current personnel policy and orientation booklet. City operations are in compliance with the treatment of staff policy. Staff was heavily involved in the preparation of an asset management plan.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: EMERGENCY CITY MANAGER SUCCESSION

In order to protect the Council from sudden loss of the City Manager Services, the City Manager shall not permit there to be less than one other person familiar enough with Council and City Manager issues and procedures to be able to maintain organization services.

Kelly Cooper is the most informed of staff members. The department heads collectively are aware of on-going activities and projects, and I have been more attentive to this in staff meetings.



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: INCIDENTAL ITEMS (CONSENT) - A.

I. Subject:

Consider approval of agreement between the City of Kennedale and Alluvium Development for The Vineyard Phase 2.

II. Originated by:

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 2 of The Vineyard final plat. City Council approved the city-developer agreement for Phase 1 when the final plat for Phase 1 was approved.

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:

VII. Alternative Actions:

VIII. Attachments:

1.	The Vineyard Phase 2 city-developer agreement	Developer Agreement - Vineyard Phase II (DRAFT).doc
----	---	---

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 _____, 2015, between the City of Kennedale, Texas, hereinafter referred to as the "CITY", and Alluvium Development, Inc., whose address is 4516 Lakota Trail, Mansfield, TX 76063, 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;
8. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200; and
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. No bonds issued by or backed by Developers Surety and Indemnity Company, also known as AmTrust Surety, shall be acceptable to the CITY.

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. If the DEVELOPER fails to maintain detention facilities adequately, as determined by the CITY, the CITY shall be authorized to make what improvements or repairs are needed, and the DEVELOPER shall reimburse the CITY for any costs incurred for the work.

G. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

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.

H. FEES TO BE PAID BY THE DEVELOPER

1. PLAT FEES

The DEVELOPER has paid the CITY the required final plat application fee.

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. DEVELOPER shall submit to the CITY documentation sufficient to verify relevant costs.

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. For the 60 residential lots within The Vineyard Phase 2, the total park fees for The Vineyard Phase 2 shall be \$72,000.

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.

8. *CONSTRUCTION AND EXISTING GAS LINE EASEMENT*

DEVELOPER shall submit adequate documentation to the CITY demonstrating that the DEVELOPER has permission from the owner of the gas line easement on the property to work around, over, or under the gas line easement, as needed, to construct the public improvements as shown in the construction plans. Such documentation shall include, at a minimum, a written authorization from the holder of the gas line easement, submitted on official letterhead from the easement holder and signed by an official with authority to grant any permissions needed.

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 Public Works Director or his agent and the City Engineer. 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

4516 Lakota Trail

Mansfield, Texas 76063

tjobe@alluviumdevelopment.com

817.995.9500

Fax 972.349.9083

By: _____
Terrance Jobe _____ Date

OWNER: First Texas Homes, Inc.

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: _____
Brian Johnson, Mayor _____ Date

ATTEST:

By: _____
Leslie Galloway, 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 _____, 2015.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: INCIDENTAL ITEMS (CONSENT) - B.

I. Subject:

Approve Schedule of Investment Activity for quarter ending June 30, 2015

II. Originated by:

III. Summary:

In accordance with Public Funds Investment Act (PFIA), the investments should be reported quarterly. This is for the 3rd quarter for FY 15 and subsequently will be presented for each quarter to council to stay current with PFIA.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Investment Report Qtr Ending 6/30/15	June 30 2015 Qtrly Investment Report.pdf
----	--------------------------------------	--

City of Kennedale, Texas

SCHEDULE OF INVESTMENT ACTIVITY

For The Quarter Ending June 30, 2015

**CITY OF KENNEDALE, TEXAS
INVESTMENT REPORT
FOR QUARTER ENDING JUNE 30, 2015**

The Quarterly Investment Report provides the City's investment portfolio position as of the report period indicated above. Fund of the City are invested in accordance with the City of Kennedale Investment Policy as originally adopted on September 13, 2001 and subsequently reviewed on October 13, 2014.

SUMMARY OF INVESTMENTS FOR THE QUARTER

99% of the City of Kennedale's investments are owned by the Pooled Cash Fund. The remaining 1% goes to the \$2.0M 2010 CO Bond Fund, \$1.7M TX Leverage Fund, and Clearing Funds. As pf the reporting quarter, 59.97% of the City's investments are in investment pools, and 40.03% are invested in money market savings accounts.

INVESTMENT STRATEGIES

The City's main objectives in managing the portfolio are as follows: suitability, preservation & safety of principal, liquidity, marketability, diversification, and yield (91 Day Treasury Bill benchmark- earned .01-.03% during applicable quarter).

INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN

Certificates of Deposit (25%), Investment Pools (100%)* , Money Market Mutual Funds (100%)*, Repurchase Agreements (50%)*, Government Obligations (25%), US Treasury & US Agency Callables (25%), US Government Agencies & Instrumentalities (100%), and US Treasury Notes/Bills (100%)* (no more than 50% in any individual pool, fund, or repurchase agreement)

MONTHLY BALANCES- INVESTMENTS

Investment Pool	Account Name	Interest Rate	April 2015	May 2015	June 2015	Interest Earned
Texas Daily	Consolidated Cash	0.09%	31,365.62	31,367.91	31,370.28	6.99
TexStar	Consolidated Cash	0.07%	326,921.33	326,939.18	326,958.51	56.00
TexPool	\$1.7M TX Leverage	6.234%	19.25	19.25	19.25	0
TexPool	\$2.0M CO Bond	0.004%	29,435.95	29,437.37	29,438.87	4.12
TexPool	Central Deposit	0.005%	2,271,743.25	2,011,592.08	1,731,971.68	297.79
TOTAL INVESTMENT POOLS			2,659,485.40	2,399,355.79	2,119,758.59	364.90

MONTHLY BALANCES- WELLSFARGO

Bank	Account Name	Interest Rate	April 2015	May 2015	June 2015	Interest Earned
Wellsfargo	Consolidated Cash	N/A	1,359,819.33	1,370,875.37	1,415,620.01	-
Wellsfargo	Payroll Clearing	0.04%-0.05%	136,625.92	36,722.51	(26.42)	2.02
Wellsfargo	Section 125 Flex	0.04%-0.05%	25.93	25.93	25.93	0.77
Wellsfargo	Employee Health Benefit Trust	N/A	10.08	10.37	10.60	-
TOTAL WELLSFARGO			1,496,481.26	1,407,634.18	1,415,630.12	2.79

TOTAL MONTHLY BALANCES- ALL	4,155,966.66	3,806,989.97	3,535,388.71	367.69
------------------------------------	---------------------	---------------------	---------------------	---------------

TRANSACTION ACTIVITY- INVESTMENTS

Investment Pool	Account Name	Balance 4/1/2015	Deposits	Withdrawals	Interest	Balance 6/30/2015
Texas Daily	Consolidated Cash	31,363.29	-	-	6.99	31,370.28
TexStar	Consolidated Cash	326,902.51	-	-	56.00	326,958.51
TexPool	\$1.7M TX Leverage	19.25	-	-	-	19.25
TexPool	\$2.0M CO Bond	29,434.75	-	-	4.12	29,438.87
TexPool	Central Deposit	2,698,643.53	769,672.07	(1,736,641.71)	297.79	1,731,971.68
TOTAL INVESTMENT POOLS		3,086,363.33	769,672.07	(1,736,641.71)	364.90	2,119,758.59

TRANSACTION ACTIVITY- WELLSFARGO

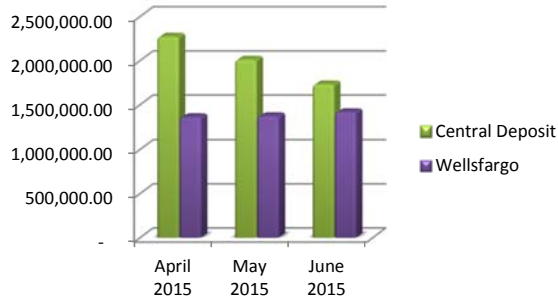
Bank	Account Name	Balance 4/1/2015	Deposits	Withdrawals	Interest	Balance 6/30/2015
Wellsfargo	Consolidated Cash	1,657,492.81	3,183,778.40	(3,425,651.20)	-	1,415,620.01
Wellsfargo	Payroll Clearing	44,795.95	811,402.77	(856,227.16)	2.02	(26.42)
Wellsfargo	Section 125 Flex	25.93	5,092.68	(5,092.68)	-	25.93
Wellsfargo	Employee Health Benefit Trust	9.83	116,900.56	(116,900.56)	0.77	10.60
TOTAL WELLSFARGO		1,702,324.52	4,117,174.41	(4,403,871.60)	2.79	1,415,630.12

CASH BREAKDOWN BY FUND

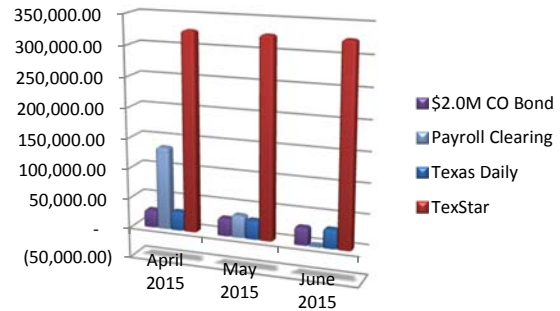
01- General Fund
02- Debt Service Fund
04- Capital Project Fund
05- Capital Replacement Fund
07- Storm Drainage Utility Fund
10- Water/Sewer Fund
12- Court Security Fund
13- Capital Bond Fund
14- Park Dedication Fund
15- Economic Development Fund
16- Court Technology Fund
17- Streets Improvement Fund
18- Juvenile Case Manager Fund
19- EDC4B Capital Bond Fund
21- TIF #1 New Hope Fund
31- Police Seizure Fund
32- Library Building Fund
34- LEOSE Fund
41- Park Development Fund
45- Roadway Impact Fee Fund
61- Water Impact Fee Fund
62- Sewer Impact Fee Fund
65- Water Improvement Fund
83- Tree Reforestation Fund
85- Unclaimed Property Fund
95- EDC Reserve Fund
TOTAL ALL FUNDS

April 2015	May 2015	June 2015
2,152,030.36	1,896,871.21	1,717,010.76
126,864.52	85,874.92	125,698.51
42,610.60	43,675.57	49,300.83
28,012.42	31,803.92	8,424.66
39,151.18	53,642.35	63,632.52
328,010.71	323,801.36	74,427.02
(44,514.35)	(51,627.10)	(24,070.38)
(109,789.66)	(142,214.96)	(142,214.95)
34,233.63	34,291.65	34,381.59
67,823.68	77,247.37	107,892.24
10,010.59	9,740.00	10,164.35
566,877.66	532,287.23	595,888.88
32,962.26	31,881.60	30,825.42
29,435.95	29,437.37	29,438.87
1,112.41	1,112.44	1,129.86
5,285.18	5,285.33	5,285.48
9,593.63	9,772.40	9,964.77
1,803.34	1,803.39	1,803.44
42,575.71	36,614.95	38,941.20
309,795.90	320,495.93	321,841.10
236,269.21	231,389.46	231,395.82
56,090.05	54,076.30	54,077.78
0.16	0.16	0.16
67,787.53	67,789.55	67,791.41
1,990.24	1,990.24	1,990.24
119,943.75	119,947.33	119,950.63
4,155,966.66	3,806,989.97	3,534,972.21

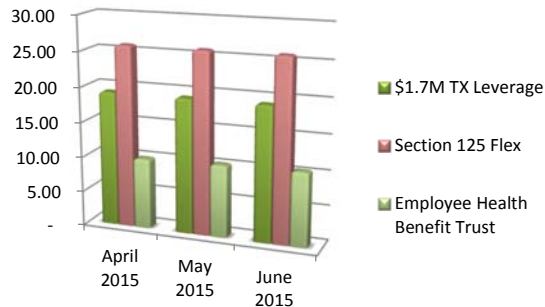
Main Accounts



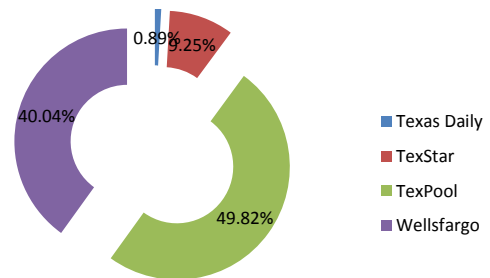
Other Accounts



Holding Accounts



Distribution of Money



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: INCIDENTAL ITEMS (CONSENT) - C.

I. Subject:

Discuss and approve a contract with Simple Recycling and authorize the City Manager to sign the agreement

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

Keep Kennedale Beautiful Commission met with Sonny Wilkins, Simple Recycling to discuss additional recycling options available to city residents for recycling textiles and appliances which are currently not allowed under the contract with Progressive Waste. The attached brochure gives a brief overview of the recycling program being offered. This program is made available free of charge to residents and the city.

The company, Simple Recycling is based in Ohio and has also been in operation in Michigan and the Houston Texas area for the last three years. The City of Plano, Richardson, Duncanville, and Haltom City are all considering this as an additional recycling option. Simple Recycling will provide home owners with specifically marked bags that can be filled and left curbside one day each month. The home owner will call for pick up and a truck will pick up the items left at the curb, leaving another bag for a future use. The pickup day will always coincide with the Wednesday trash day once per month. Simple Recycling covers all the costs of the program, including providing marketing materials to residents which details the program. Simple Recycling does request that the city sign a four year agreement. This agreement assists them in recovering their start-up required with each new program city. With implementation of this service only about 5% of the products collected end up in the landfill. A portion of the items collected are sold in resale stores (Value Village in Houston), portions are shipped for use internationally, and some are recycled into new products/materials.

Mr. Wilkins and members of KKB are present to answer any questions you may have about the program. The contract is attached and has been provided and reviewed by the City Attorney. Should this program be approved, KKB will work with Simple Recycling to roll it out to residents January 2016 at the latest.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve
None

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: INCIDENTAL ITEMS (CONSENT) - D.

I. Subject:

Discuss and consider approval of Ordinance 578 amending the FY 2014-15 budget

II. Originated by:

III. Summary:

The purpose of this budget amendment is to ensure that we are in compliance with budgetary guidelines. Generally, staff completes two budget amendments each year, if necessary. The first budget amendment occurs in mid-fiscal year, and the second occurs after the end of the fiscal year to align with the result of the audit. We did not find it necessary to bring forth a mid-fiscal year amendment to Council for the FY14/15 budget. However, we do find it necessary to bring forth a year end amendment, and it must be adopted prior to final acceptance of the FY 14/15 audit.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 578	Ordinance 578.doc
2.	ORD. 578 EXHIBIT A - BUDGET AMENDMENT	14-15 BUDGET AMENDMENT.pdf

ORDINANCE NO. 578

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING THE BUDGET OF THE CITY OF KENNEDALE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas Fiscal Year 2014-2015 Budget was adopted within the time and in the manner required by State Law; and

WHEREAS, the City Council of the City of Kennedale, Texas hereby finds and determines that it is prudent to amend specific line items due to unforeseen situations that have occurred in the City and impacted those line items; and

WHEREAS, the City Council of the City of Kennedale, Texas further finds that the amendments, as set forth in Exhibit "A," will serve in the public interest and are necessary to support City operations; and

WHEREAS, the City Council of the City of Kennedale, Texas finds and determines that the change in the Budget for the stated municipal purpose serves best interests of the taxpayers, is necessary and warrants action at this time;

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

SECTION 1.

That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.

The City of Kennedale, Texas, Fiscal Year 2014-2015 Budget is hereby amended to fund the line items as stated in Exhibit "A." This Amendment No. 1 (Exhibit "A") to the Original Budget of the City of Kennedale, Texas, for the Fiscal Year 2014-2015 shall be attached to and made part of the Original Budget by the City Secretary and shall be filed in accordance with State Law. This Ordinance is hereby adopted and shall constitute the first budget amendment that has occurred since the October 1, 2014 effective date of the City's Fiscal Year 2014-2015 Budget.

SECTION 3.

That this Ordinance shall be cumulative of all other Ordinances of the City affecting the Fiscal Year 2014-2015 Budget of the City and shall not repeal any of the provisions of such Ordinances except in those instances where provisions of those Ordinances are in direct conflict with the provisions of this Ordinance; whether such Ordinances are codified or uncoded, and all other provisions of the Ordinances of the City of Kennedale, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 4.

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5.

The City Secretary of the City of Kennedale is hereby directed to engross and enroll this Ordinance in the Ordinance records of the City and to properly record this Ordinance in accordance with the City Charter.

SECTION 6.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 21st day of September 2015.

APPROVED:

Mayor, Brian Johnson

ATTEST:

Leslie Galloway, City Secretary

FUND/ACCOUNT NUMBER	ACCOUNT NAME	DEPARTMENT	ORIGINAL BUDGET	AMENDED BUDGET	DIFFERENCE	EXPLANATION
GENERAL FUND						
01-5569-90-00	IT SUPPORT	NONDEPARTMENTAL	1,200	126,500	125,300	IT SUPPORT WAS BUDGETED WITH FINANCE PERSONNEL COSTS IN FY15 BUDGET WITH EXPECTATION THAT WOULD HIRE CHRIS DID NOT HAPPEN AND HAVE TO CORRECT BUDGET REMOVE IT COSTS NOT SPENT ON CONSULTANT, PAY
01-5101-07-01	SALARIES	FINANCE	223,540	163,540	(60,000)	INCREASES FUND NEGATIVE BALANCE IN CAP REPLACEMENT
01-5702-90-00	TRANSFER OUT - CAP REPLACEMENT	NONDEPARTMENTAL	-	28,185	28,185	FUND
01-4081-00-00	SALES TAX	REVENUE	(1,004,372)	(1,117,857)	(113,485)	BALANCE IT/FINANCE & DEBT SERVICE AMENDMENT
01-5702-90-00	TRANSFER OUT - DEBT SERVICE	NONDEPARTMENTAL	-	20,000	20,000	
			(779,632)	(779,632)	-	
DEBT SERVICE						
02-4906-00-00	TRANSFER IN - GENERAL FUND	DEBT SERVICE	-	(20,000)	(20,000)	COVER AMOUNT NOT ABLE TO TRANSFER FROM CAPITAL PROJECTS
02-4960-00-00	TRANSFER IN - PROJECTS FUND	DEBT SERVICE	(76,001)	(56,001)	20,000	AMOUNT NOT ABLE TO TRANSFERRED FROM CAPITAL PROJECTS
			(76,001)	(76,001)	-	
EDC4B						
15-5565-01-00	LEGAL SERVICES	ADMINISTRATION	1,000	9,700	8,700	UNBUDGETED COSTS
15-5570-01-00	SPECIAL SERVICES	ADMINISTRATION	72,600	87,600	15,000	UNBUDGETED COSTS
15-5580-01-00	ENGINEERING SERVICES	ADMINISTRATION	1,000	11,000	10,000	UNBUDGETED COSTS
15-5615-01-00	FUNCTIONAL GRANT	ADMINISTRATION	-	37,744	37,744	UNBUDGETED COSTS
15-5800-01-00	LAND	ADMINISTRATION	-	20,887	20,887	UNBUDGETED COSTS
15-5646-01-03	2011 \$1.7M TX LEVERAGE- PRINCIPAL	DEBT SERVICE	54,171	37,147	(17,024)	OVERBUDGETED
15-5847-03-00	CONSTRUCTION	TOWN CENTER DEVELOPMENT	30,000	-	(30,000)	COMPLETE IN NEXT YEAR/REBUDGETED
15-5800-04-00	LAND	TEXAS LEVERAGE PROGRAM	150,000	110,000	(40,000)	UNSPENT MONEY/REBUDGETED IN NEXT YEAR
15-5595-01-00	ADMIN CHARGE-GENERAL FUND	ADMINISTRATION	90,167	84,860	(5,307)	BALANCE OUT ADJUSTMENTS
			398,938	398,938	-	
WATER/SEWER						

10-5635-90-00	DEPRECIATION EXPENSE	NONDEPARTMENTAL	-	506,441	506,441	CAPITAL ASSET DEPRECIATION PER SCHEDULE
CAPITAL REPLACEMENT FUND						
05-4906-00-00	TRANSFER IN - GENERAL FUND	N/A	-	(28,185)	(28,185)	FUND NEGATIVE BALANCE IN CAP REPLACEMENT FUND

Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: REQUIRED APPROVAL ITEMS - A.

I. Subject:

DISCUSS AND CONSIDER AN ORDINANCE 574 OF THE CITY OF KENNEDALE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; AMENDING BUDGET FIGURES FOR THE PRIOR FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; APPROPRIATING RESOURCES FOR EACH DEPARTMENT, PROJECT, OPERATION, ACTIVITY, PURCHASE, ACCOUNT AND OTHER EXPENDITURES; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS ALLOWED BY APPLICABLE STATE LAW; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

II. Originated by:

Finance Director, Director of Finance & IT

III. Summary:

According to Chapter 102, Municipal Budget, of the Local Government Code (LGC), a municipal budget shall be prepared to cover the proposed expenditures of the municipal government for the succeeding year. The proposed budget must be filed with the municipal clerk for public inspection, and a public hearing conducted on the budget with special notice published in relation to the budget hearing. At the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget (or table it for adoption at a later meeting), and it may make any changes in the budget that it considers warranted by the law or by the best interest of the municipal taxpayers. A vote to adopt the budget under this Chapter is in addition to and separate from the vote to set the tax rate required by Chapter 26, Tax Code, or other law. The following timetable represents key dates during which notices were published and meetings were conducted:

key dates during which notices were published and meetings were conducted:

08/7/15	Provide Effective Tax Rate & Schedules To Council
08/7/15	Hold Council FY15/16 Budget Retreat
08/7/15	Vote To Place Proposal For Tax Increase On Future Agenda
08/28/15	Publish Notice of Public Hearing On Budget
08/28/15	Publish Notice of Tax Rates
09/7/15	Hold Public Hearing On Budget
	1st Public Hearing On Tax Increase
09/17/15	2nd Public Hearing On Tax Increase
09/21/15	Adopt Budget, Adopt Tax Rate, Ratify Budget

Exhibit A represents a brief summary of the budget. A full softcopy version will be made available online at the City's website beginning October 1, 2015.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	ORDINANCE 574 TO ADOPT FY15-16 BUDGET	Ordinance 574 To Adopt FY2015-16 Budget.doc
2.	ORD. 574 EXHIBIT A - BUDGET SUMMARY	ORD. 574 EXHIBIT A - BUDGET SUMMARY.pdf

ORDINANCE NO. 574

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; AMENDING BUDGET FIGURES FOR THE PRIOR FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; APPROPRIATING RESOURCES FOR EACH DEPARTMENT, PROJECT, OPERATION, ACTIVITY, PURCHASE, ACCOUNT AND OTHER EXPENDITURES; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS ALLOWED BY APPLICABLE STATE LAW; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the Government of the City for the fiscal year beginning October 1, 2014, and ending September 30, 2015, (hereinafter referred as the "Budget"); and

WHEREAS, the Budget, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, specifically sets forth each of the various projects for which appropriations are delineated, and the estimated amount of money carried in the Budget for each of such projects; and

WHEREAS, the Budget has been filed with the City Secretary for at least thirty (30) days before the date the City Council makes its tax levy for the fiscal year and such Budget has been available for inspection by any taxpayer; and

WHEREAS, the public notice of public hearings on the proposed Budget, stating the date, time, place and subject matter of said public hearings, was given as required by the laws of the State of Texas; and

WHEREAS, such public hearings were held on September 9, 2015, prior approval of such date being hereby ratified and confirmed by the City Council, and those wishing to speak on the Budget were heard; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearings held thereon and has determined that the Budget attached hereto is in the best interest of the City and that same should be approved and adopted.

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

SECTION 1. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The Budget as set forth in Exhibit "A," of the revenue of the City and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2014 and ending September 30, 2015, is hereby adopted and approved, and there is hereby appropriated from the funds indicated therein such sums for the projects, operations, activities, purchases, accounts and other expenditures proposed in the Budget.

SECTION 3. That the revised figures, prepared and submitted by the City Manager for the prior fiscal year beginning October 1, 2014 and ending September 30, 2015, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved and appropriated.

SECTION 4. No expenditure of the funds of the City of Kennedale shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in case of grave public necessity to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been include in the original budget, may from time to time be authorized by the City Council as amendments to the original Budget.

SECTION 5. The City Manager shall file or cause to be filed a true and correct copy of this ordinance, along with the approved Budget attached hereto, with the City Secretary. The City Manager shall file or cause to be filed a true and correct copy of this ordinance, along with the approved Budget attached hereto, and any amendments thereto, in the office of the County Clerk of Tarrant County, Texas, as required by State law.

SECTION 6. Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict therewith.

SECTION 7. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. That this ordinance be in full force and effect from and after its adoption.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 21st day of September, 2015.

APPROVED:

MAYOR, BRIAN JOHNSON

ATTEST:

LESLIE GALLOWAY, CITY SECRETARY

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

EMPLOYEE COUNT BY FUND

PERSONNEL	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
CITY MANAGER	2.00	2.00	2.00	2.00	2.00	2.00	-
CITY SECRETARY	1.00	1.00	1.00	1.00	1.00	1.00	-
MUNICIPAL COURT	3.00	3.00	3.00	3.00	3.00	2.00	(1.00)
HUMAN RESOURCES	1.00	1.00	1.00	1.00	1.00	1.00	-
FINANCE	2.00	3.00	3.00	2.00	2.00	3.00	-
POLICE	21.00	21.00	21.00	21.00	21.00	22.00	1.00
FIRE	17.00	17.00	17.00	17.00	17.00	17.00	-
COMMUNITY DEVELOPMENT	4.00	4.00	4.00	3.00	4.00	4.00	-
LIBRARY	3.00	3.00	3.00	3.00	3.00	3.00	-
GENERAL FUND	54.00	55.00	55.00	53.00	54.00	55.00	-
UTILITY BILLING	1.00	1.00	1.00	1.00	1.00	1.00	-
WATER OPERATIONS	7.00	7.00	7.00	8.00	8.00	10.00	3.00
WATER/SEWER FUND	8.00	8.00	8.00	9.00	9.00	11.00	3.00
STREET IMPROVEMENT FUND	6.00	6.00	6.00	5.00	5.00	6.00	-
STREET IMPROVEMENT FUND	6.00	6.00	6.00	5.00	5.00	6.00	-
EDC4B FUND	-	-	-	-	-	-	-
EDC4B FUND	-	-	-	-	-	-	-
FULL-TIME EMPLOYEE COUNT	68.00	69.00	69.00	67.00	68.00	72.00	3.00
PART-TIME (EXCLUDES FIREFIGHTERS)	4.00	4.00	4.00	5.00	4.00	4.00	-
TEMPORARY/SEASONAL	6.00	6.00	6.00	5.00	5.00	5.00	(1.00)
TOTAL EMPLOYEE COUNT	78.00	79.00	79.00	77.00	77.00	81.00	2.00

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

FULL-TIME EQUIVALENT (FTE) BY FUND

PERSONNEL	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
CITY MANAGER	2.00	2.00	2.00	2.00	2.00	2.00	-
CITY SECRETARY	1.00	1.00	1.00	1.00	1.00	1.00	-
MUNICIPAL COURT	3.00	3.00	3.00	3.00	3.00	2.00	(1.00)
HUMAN RESOURCES	1.00	1.00	1.00	1.00	1.00	1.00	-
FINANCE	2.00	3.00	3.00	2.00	2.00	3.00	-
POLICE	21.00	21.00	21.00	21.00	21.00	22.00	1.00
FIRE	17.00	17.00	17.00	17.00	17.00	17.00	-
COMMUNITY DEVELOPMENT	4.00	4.00	4.00	3.00	4.00	4.00	-
LIBRARY	3.00	3.00	3.00	3.00	3.00	3.00	-
GENERAL FUND	54.00	55.00	55.00	53.00	54.00	55.00	-
UTILITY BILLING	1.00	1.00	1.00	1.00	1.00	1.00	-
WATER OPERATIONS	7.00	7.00	7.00	8.00	8.00	10.00	3.00
WATER/SEWER FUND	8.00	8.00	8.00	9.00	9.00	11.00	3.00
STREET IMPROVEMENT FUND	6.00	6.00	6.00	5.00	5.00	6.00	-
STREET IMPROVEMENT FUND	6.00	6.00	6.00	5.00	5.00	6.00	-
EDC4B FUND	-	-	-	-	-	-	-
EDC4B FUND	-	-	-	-	-	-	-
FULL-TIME EQUIVALENTS (FTE)	68.00	69.00	69.00	67.00	68.00	72.00	3.00
PART-TIME (EXCLUDES FIREFIGHTERS)	1.75	2.50	2.50	2.50	2.50	1.75	(0.75)
TEMPORARY/SEASONAL	4.50	4.50	4.50	4.50	4.50	3.75	(0.75)
TOTAL FULL-TIME EQUIVALENTS (FTE)	74.25	76.00	76.00	74.00	75.00	77.50	1.50

"EXEMPLIFYING EXCELLENCE"

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

REVENUE AND EXPENDITURE SUMMARY BY FUND

REVENUES	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
GENERAL FUND	5,789,569	5,577,828	5,767,953	4,776,811	5,912,457	5,987,717	219,764
CAPITAL REPLACEMENT FUND	168,229	157,007	157,007	37,678	97,307	167,280	10,273
COURT TECHNOLOGY FUND	6,996	7,151	7,151	3,938	5,903	6,103	(1,048)
COURT SECURITY FUND	76,400	85,275	85,275	37,052	83,915	5,360	(79,915)
STREET IMPROVEMENT FUND	871,381	858,911	858,911	849,158	1,157,881	958,224	99,313
JUVENILE CASE MANAGER FUND	9,100	9,204	9,204	5,429	8,205	9,204	-
PARK REC/OTHER DONATION FUND	6,034	4,506	4,506	1,884	4,510	4,510	4
TREE REFORESTATION FUND	11	9	9	14	18	18	9
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-
GENERAL FUND	6,927,720	6,699,891	6,890,016	5,711,964	7,270,196	7,138,416	248,400
GENERAL DEBT SERVICE FUND	1,346,497	1,359,183	1,359,183	1,224,363	1,393,601	1,403,111	43,928
WATER/SEWER FUND	3,342,676	3,477,955	3,477,955	1,821,712	3,357,258	5,672,328	2,194,373
STORMWATER UTILITY FUND	183,856	265,525	265,525	121,863	159,647	247,825	(17,700)
WATER IMPACT FUND	267,961	116,010	116,010	124,532	166,034	116,040	30
SEWER IMPACT FUND	51,628	6,682	6,682	29,735	32,010	6,682	-
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-
WATER/SEWER FUND	3,846,121	3,866,172	3,866,172	2,097,842	3,714,949	6,042,875	2,176,703
EDC4B FUND	1,536,017	901,669	901,669	363,843	592,030	911,996	10,327
EDC4B CAPITAL BOND FUND	18	20	20	8	12	15	(5)
EDC4B BOND RESERVE FUND	19	16	16	26	30	25	9
EDC4B FUND	1,536,054	901,705	901,705	363,877	592,072	912,036	10,331
CAPITAL PROJECTS FUND	78,261	76,001	76,001	43,676	55,078	76,004	3
CAPITAL BOND FUND	115,058	1,037,264	1,037,264	105,288	617,594	988,086	(49,178)
PARK DEDICATION FUND	880	91,972	91,972	257	48,858	33,604	(58,368)
LIBRARY BUILDING FUND	3,785	3,133	3,133	2,038	3,133	3,133	-
ROADWAY IMPACT FEE FUND	115,141	40,260	40,260	58,246	85,080	40,280	20
CAPITAL FUND	313,125	1,248,630	1,248,630	209,505	809,743	1,141,107	(107,523)
TIF #1 (NEW HOPE) FUND	-	-	-	-	100,000	125,000	125,000
HOTEL/MOTEL TAX FUND	-	-	-	-	-	-	-
POLICE SEIZURE FUND	10,153	1	1	4,872	4,872	1	-
LEOSE FUND	1,808	1,800	1,800	1,795	1,795	1,800	-
SPECIAL REVENUE FUND	11,961	1,801	1,801	6,667	106,667	126,801	125,000
TOTAL REVENUES	\$13,981,478	\$14,077,382	\$14,267,507	\$9,614,218	\$13,887,228	\$16,764,346	\$ 2,496,839

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

REVENUE AND EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
GENERAL FUND	5,516,470	5,825,823	5,939,308	3,599,249	5,744,342	6,259,193	319,885
CAPITAL REPLACEMENT FUND	22,408	267,370	267,370	167,991	267,370	167,280	(100,090)
COURT TECHNOLOGY FUND	2,411	10,711	10,711	5,861	9,861	16,086	5,375
COURT SECURITY FUND	78,878	85,275	83,300	51,239	73,932	1,558	(81,742)
STREET IMPROVEMENT FUND	1,051,793	905,676	905,676	473,115	862,040	1,126,538	220,862
JUVENILE CASE MANAGER FUND	2,137	30,939	30,939	12,494	19,979	11,352	(19,587)
PARK REC/OTHER DONATION FUND	-	-	-	-	-	-	-
TREE REFORESTATION FUND	3,414	-	-	-	-	-	-
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-
GENERAL FUND	6,677,511	7,125,794	7,237,304	4,309,949	6,977,524	7,582,007	344,703
GENERAL FUND DEBT SERVICE	1,367,477	1,343,108	1,343,108	1,138,487	1,343,106	1,363,867	20,759
WATER/SEWER FUND	3,615,705	4,554,238	5,060,679	2,626,412	4,695,060	6,093,228	1,032,549
STORMWATER UTILITY FUND	29,025	572,227	572,227	291,026	315,478	264,273	(307,954)
WATER IMPACT FUND	181,085	174,916	174,916	-	174,916	171,200	(3,716)
SEWER IMPACT FUND	29,115	22,396	22,396	-	22,396	-	(22,396)
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-
WATER/SEWER FUND	3,854,930	5,323,777	5,830,218	2,917,438	5,207,850	6,528,701	698,483
EDC4B FUND	754,197	748,713	748,713	475,271	709,721	686,842	(61,871)
EDC4B CAPITAL BOND FUND	-	25,000	25,000	-	-	25,000	-
EDC4B BOND RESERVE FUND	-	-	-	-	-	-	-
EDC4B FUND	754,197	773,713	773,713	475,271	709,721	711,842	(61,871)
CAPITAL PROJECTS FUND	78,558	760,001	76,001	-	52,000	76,001	-
CAPITAL BOND FUND	78,069	1,080,625	1,080,625	284,619	587,416	1,080,625	-
PARK DEDICATION FUND	350	-	-	36	36	-	-
LIBRARY BUILDING FUND	-	2,000	2,000	952	2,000	2,000	-
ROADWAY IMPACT FEE FUND	-	178,843	178,843	-	100,000	125,000	(53,843)
CAPITAL FUND	156,977	2,021,469	1,337,469	285,607	741,452	1,283,626	(53,843)
TIF #1 (NEW HOPE) FUND	-	180,000	180,000	-	100,000	125,000	(55,000)
HOTEL/MOTEL TAX FUND	-	-	-	-	-	-	-
POLICE SEIZURE FUND	-	-	-	-	-	-	-
LEOSE FUND	1,800	1,800	1,800	-	1,800	1,800	-
SPECIAL REVENUE FUND	1,800	181,800	181,800	-	101,800	126,800	(55,000)
TOTAL EXPENDITURES	\$12,812,892	\$16,769,661	\$16,703,612	\$9,126,752	\$15,081,453	\$17,596,843	\$ 893,231

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY12-13 ACTUAL	FY13-14 BUDGET	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
CITY MANAGER	285,121	271,723	250,352	381,920	281,920	166,190	278,530	293,578	11,658
MAYOR/CITY COUNCIL	87,054	82,188	66,666	94,106	94,106	34,749	74,699	88,576	(5,530)
CITY SECRETARY	148,162	144,973	126,270	148,344	148,344	65,519	133,148	135,924	(12,420)
MUNICIPAL COURT	151,868	152,174	152,512	138,817	138,817	80,508	129,806	157,745	18,928
HUMAN RESOURCES	109,038	97,522	97,366	117,842	117,842	73,305	117,872	124,565	6,723
FINANCE	274,159	274,810	280,105	420,399	360,399	235,466	359,246	323,931	(36,468)
POLICE	1,807,642	1,956,721	1,939,791	2,052,194	2,052,194	1,276,889	2,009,966	2,245,833	193,639
FIRE	1,603,892	1,615,924	1,549,873	1,648,768	1,648,768	1,085,037	1,638,397	1,728,014	79,246
COMMUNITY DEVELOPMENT	308,833	302,659	324,902	382,427	382,427	198,421	361,782	439,480	57,053
SENIOR CITIZEN CENTER	50,919	53,308	45,622	54,109	54,109	26,872	49,709	54,077	(32)
LIBRARY	215,265	243,446	222,711	229,090	229,090	135,492	221,498	239,080	9,990
NONDEPARTMENTAL	505,041	372,851	460,299	257,807	431,292	221,464	421,087	428,392	(2,900)
TOTAL EXPENDITURES	\$5,546,995	\$ 5,568,299	\$5,516,469	\$ 5,925,823	\$5,939,308	\$3,599,912	\$5,795,740	\$6,259,195	\$ 319,887
WATER/SEWER FUND	FY12-13 ACTUAL	FY13-14 BUDGET	FY13-14 ESTIMATE	FY14-15 PROPOSED	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
UTILITY BILLING	1,099,982	1,106,645	1,301,188	1,346,157	1,346,157	669,938	1,353,927	1,360,981	14,824
WATER OPERATIONS	907,987	1,293,991	865,190	1,781,412	1,781,412	1,016,572	1,946,799	3,156,143	1,374,731
DEBT	190,513	286,746	193,497	504,100	504,100	443,926	504,100	505,473	1,373
NONDEPARTMENTAL	1,200,095	893,228	1,255,830	922,569	1,429,010	495,976	890,233	1,070,631	(358,379)
TOTAL EXPENDITURES	\$3,398,578	\$ 3,580,611	\$3,615,705	\$ 4,554,238	\$5,060,679	\$2,626,412	\$4,695,059	\$6,093,228	\$1,032,549
STREET IMPROVEMENT FUND	FY12-13 ACTUAL	FY13-14 BUDGET	FY13-14 ESTIMATE	FY14-15 PROPOSED	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 PROPOSED	CY - PY CHANGE
STREETS	647,403	775,625	967,121	828,676	828,676	417,566	769,040	1,042,538	213,862
PARKS MAINTENANCE	90,820	72,000	84,672	77,000	77,000	55,549	93,000	84,000	7,000
TOTAL EXPENDITURES	\$ 738,223	\$ 847,625	\$1,051,793	\$ 905,676	\$ 905,676	\$ 473,115	\$ 862,040	\$1,126,538	\$ 220,862

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

FUND BALANCE SUMMARY

FUND	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 BUDGET
GENERAL FUND	18.8%	13.5%	14.1%	61.5%	20.3%	14.4%
CAPITAL REPLACEMENT FUND	758.9%	22.3%	22.3%	23.7%	0.0%	0.0%
COURT TECHNOLOGY FUND	842.2%	18.8%	156.3%	313.6%	165.8%	39.6%
COURT SECURITY FUND	-5.8%	0.0%	-3.2%	-36.7%	2.3%	359.3%
STREET IMPROVEMENT FUND	2.6%	6.1%	-2.2%	85.2%	37.5%	13.7%
JUVENILE CASE MANAGER FUND	1399.8%	36.0%	26.4%	182.8%	90.8%	140.8%
PARK REC/OTHER DONATION FUND	N/A	N/A	N/A	N/A	N/A	N/A
TREE REFORESTATION FUND	1984.5%	N/A	N/A	N/A	N/A	N/A
UNCLAIMED PROPERTY FUND	N/A	N/A	N/A	N/A	N/A	N/A
GENERAL FUND	19.5%	13.3%	294.8%	64.2%	23.3%	15.6%
GENERAL DEBT SERVICE FUND	5.2%	2.9%	6.5%	13.8%	9.0%	11.8%
WATER/SEWER FUND*	39.9%	8.0%	-2.8%	24.2%	2.2%	-5.2%
STORMWATER UTILITY FUND	1804.4%	37.9%	37.9%	121.8%	116.6%	133.0%
WATER IMPACT FUND	59.0%	27.4%	27.4%	N/A	56.0%	25.0%
SEWER IMPACT FUND	83.6%	38.5%	38.5%	N/A	151.6%	N/A
WATER IMPROVEMENT FUND	N/A	N/A	N/A	N/A	N/A	N/A
WATER/SEWER FUND	40.2%	9.8%	91.4%	43.7%	11.6%	1.8%
EDC4B FUND	30.1%	50.7%	50.7%	24.3%	15.4%	48.7%
EDC4B CAPITAL BOND FUND	N/A	17.8%	17.8%	N/A	N/A	17.8%
EDC4B BOND RESERVE FUND	N/A	N/A	N/A	N/A	N/A	N/A
EDC4B FUND	53.0%	70.8%	-814.7%	55.7%	43.3%	71.3%
CAPITAL PROJECTS FUND	0.0%	0.0%	0.0%	N/A	59.0%	4.1%
CAPITAL BOND FUND	86.5%	2.2%	2.2%	-39.3%	16.6%	0.5%
PARK DEDICATION FUND	168.5%	N/A	N/A	2253.0%	137255.0%	N/A
LIBRARY BUILDING FUND	N/A	283.8%	518.3%	1084.3%	518.3%	574.9%
ROADWAY IMPACT FEE FUND	N/A	69.1%	69.1%	N/A	247.3%	130.1%
CAPITAL FUND	45.8%	19.1%	-465.8%	92.3%	55.0%	20.7%
TIF #1 (NEW HOPE) FUND	N/A	-100.0%	-100.0%	N/A	0.0%	N/A
HOTEL/MOTEL TAX FUND	N/A	N/A	N/A	N/A	N/A	N/A
POLICE SEIZURE FUND	N/A	N/A	N/A	N/A	N/A	N/A
LEOSE FUND	0.5%	0.5%	0.5%	N/A	0.2%	0.2%
SPECIAL REVENUE FUND	10.0%	N/A	N/A	N/A	N/A	N/A
TOTAL FUNDS	28.2%	12.6%	256.1%	51.9%	19.6%	12.2%

***FUND BALANCE IN TERMS OF WORKING CAPITAL. REPRESENTS TOTAL NET POSITION. BALANCES WATER/SEWER FUND TO CAFR.**
WATER/SEWER FUND - - -

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

FUND BALANCE SUMMARY

FUND	FY13-14 ACTUAL	FY14-15 BUDGET	FY14-15 AMENDED	FY14-15 YTD MAY	FY14-15 ESTIMATE	FY15-16 BUDGET
GENERAL FUND	1,034,852	786,857	863,497	2,212,414	1,172,966	901,490
CAPITAL REPLACEMENT FUND	170,063	59,700	59,700	39,750	-	-
COURT TECHNOLOGY FUND	20,305	2,009	16,745	18,382	16,347	6,364
COURT SECURITY FUND	(4,607)	-	(2,632)	(18,794)	1,795	5,597
STREET IMPROVEMENT FUND	27,029	55,050	(19,736)	403,072	322,870	154,556
JUVENILE CASE MANAGER FUND	29,910	11,123	8,175	22,845	18,136	15,988
PARK REC/OTHER DONATION FUND	13,465	22,451	22,451	19,829	22,455	26,965
TREE REFORESTATION FUND	67,752	67,784	67,784	67,789	67,793	67,811
UNCLAIMED PROPERTY FUND	304	304	304	304	304	304
GENERAL FUND	1,359,073	1,005,278	1,016,288	2,765,591	1,622,666	1,179,075
GENERAL DEBT SERVICE FUND	70,741	33	47,900	156,617	-	60,004
WATER/SEWER FUND*	1,440,907	364,624	364,624	636,207	103,105	(317,795)
STORMWATER UTILITY FUND	523,725	217,023	217,023	354,563	367,894	351,446
WATER IMPACT FUND	106,857	47,951	47,951	231,389	97,975	42,815
SEWER IMPACT FUND	24,342	8,628	8,628	54,077	33,956	40,637
WATER IMPROVEMENT FUND	-	-	-	-	-	-
WATER/SEWER FUND	2,095,831	638,226	638,226	1,276,236	602,930	117,103
EDC4B FUND	226,740	379,696	379,696	115,313	157,927	383,081
EDC4B CAPITAL BOND FUND	29,429	4,449	4,449	29,437	29,441	4,456
EDC4B BOND RESERVE FUND	119,922	119,938	119,938	119,947	119,952	119,977
EDC4B FUND	376,091	504,083	504,083	264,697	307,320	507,514
CAPITAL PROJECTS FUND	-	-	-	43,675	3,078	3,081
CAPITAL BOND FUND	67,567	24,206	24,206	(111,764)	97,745	5,206
PARK DEDICATION FUND	590	92,137	92,562	811	49,412	83,016
LIBRARY BUILDING FUND	9,232	5,676	10,365	10,319	10,365	11,498
ROADWAY IMPACT FEE FUND	262,249	123,666	123,666	320,495	247,329	162,609
CAPITAL FUND	339,638	245,685	250,799	263,536	407,929	265,410
TIF #1 (NEW HOPE) FUND	-	(180,000)	(180,000)	-	-	-
HOTEL/MOTEL TAX FUND	-	-	-	-	-	-
POLICE SEIZURE FUND	10,156	10,158	10,157	5,285	10,157	10,158
LEOSE FUND	8	8	8	1,804	3	3
SPECIAL REVENUE FUND	10,164	(169,834)	(169,835)	7,089	10,160	10,161
TOTAL FUNDS	4,251,538	2,223,471	2,287,461	4,733,766	2,951,005	2,139,267
*FUND BALANCE IN TERMS OF WORKING CAPITAL. REPRESENTS TOTAL NET POSITION. BALANCES WATER/SEWER FUND TO CAFR.						
WATER/SEWER FUND	10,902,541	10,162,943	9,859,821	10,131,403	9,598,302	9,177,402

CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES

REVENUE AND EXPENDITURE SUMMARY BY CATEGORY

REVENUES	AD VALOREM TAXES	SALES / BEV TAXES	FRANCHISE FEES	OTHER AGENCY	LICENSES / PERMITS	FINES / FEES	CHARGE FOR SERVICES	INVESTMENT EARNINGS	MISC INCOME	INTER- GOV'T	SURPLUS SALES / RENTALS	TRANSFERS	TOTAL
GENERAL FUND	3,518,035	1,184,430	-	61,000	217,540	214,947	189,450	220	50,550	546,745	4,800	-	\$ 5,987,717
CAPITAL REPLACEMENT FUND	-	-	-	-	-	-	-	5,000	100,000	-	-	-	\$ 105,000
COURT TECHNOLOGY FUND	-	-	-	-	-	9,600	-	260	-	-	-	-	\$ 9,860
COURT SECURITY FUND	-	-	-	-	-	5,360	-	-	-	-	-	-	\$ 5,360
STREET IMPROVEMENT FUND	-	-	878,169	-	-	-	-	55	80,000	-	-	-	\$ 958,224
JUVENILE CASE MANAGER FUND	-	-	-	-	-	9,200	-	4	-	-	-	-	\$ 9,204
PARK REC/OTHER DONATION FUND	-	-	-	-	-	-	-	10	-	-	4,500	-	\$ 4,510
TREE REFORESTATION FUND	-	-	-	-	-	-	-	18	-	-	-	-	\$ 18
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
GENERAL DEBT SERVICE FUND	1,173,568	-	-	-	-	-	-	24	-	-	-	229,520	\$ 1,403,112
WATER/SEWER FUND	-	-	-	-	-	-	4,391,495	133	1,107,500	-	2,000	171,200	\$ 5,672,328
STORMWATER UTILITY FUND	-	-	-	-	-	247,800	-	25	-	-	-	-	\$ 247,825
WATER IMPACT FUND	-	-	-	-	-	116,000	-	40	-	-	-	-	\$ 116,040
SEWER IMPACT FUND	-	-	-	-	-	6,680	-	2	-	-	-	-	\$ 6,682
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
EDC4B FUND	48,062	350,000	-	-	-	-	-	40	384,120	-	129,774	-	\$ 911,996
EDC4B CAPITAL BONDFUND	-	-	-	-	-	-	-	15	-	-	-	-	\$ 15
EDC4B BOND RESERVE FUND	-	-	-	-	-	-	-	25	-	-	-	-	\$ 25
CAPITAL PROJECTS FUND	-	-	-	-	-	-	-	4	76,000	-	-	-	\$ 76,004
CAPITAL BOND FUND	-	-	-	-	-	-	-	-	988,086	-	-	-	\$ 988,086
PARK DEDICATION FUND	-	-	-	-	-	33,600	-	4	-	-	-	-	\$ 33,604
LIBRARY BUILDING FUND	-	-	-	-	-	-	-	3	1,300	1,830	-	-	\$ 3,133
ROADWAY IMPACT FEE FUND	-	-	-	-	-	40,240	-	40	-	-	-	-	\$ 40,280
TIF #1 (NEW HOPE) FUND	-	-	-	-	-	-	-	-	-	-	-	125,000	\$ 125,000
HOTEL MOTEL FUND	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
POLICE SEIZURE FUND	-	-	-	-	-	-	-	1	-	-	-	-	\$ 1
LEOSE FUND	-	-	-	1,800	-	-	-	-	-	-	-	-	\$ 1,800
TOTAL REVENUES	\$ 4,739,665	\$ 1,534,430	\$ 878,169	\$ 62,800	\$ 217,540	\$ 683,427	\$ 4,580,945	\$ 5,923	\$ 2,787,556	\$ 548,575	\$ 141,074	\$ 525,720	\$ 16,705,824

EXPENDITURES	PERSONNEL	SUPPLIES	MAINT	SUNDRY	DEBT	TRANSFERS	CAPITAL	TOTAL
GENERAL FUND	4,356,919	249,325	304,971	1,221,628	-	126,350	-	\$ 6,259,193
CAPITAL REPLACEMENT FUND	-	-	-	-	-	-	299,880	\$ 299,880
COURT TECHNOLOGY FUND	7,700	-	5,940	-	-	-	-	\$ 13,640
COURT SECURITY FUND	1,558	-	-	-	-	-	-	\$ 1,558
STREET IMPROVEMENT FUND	414,094	35,975	493,700	145,869	-	36,900	-	\$ 1,126,538
JUVENILE CASE MANAGER FUND	10,652	-	-	700	-	-	-	\$ 11,352
PARK DEDICATION FUND	-	-	-	-	-	-	-	\$ -
TREE REFORESTATION FUND	-	-	-	-	-	-	-	\$ -
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-	\$ -
GENERAL DEBT SERVICE FUND	-	-	-	-	1,363,867	-	-	\$ 1,363,867
WATER/SEWER FUND	700,667	64,775	389,072	2,788,042	505,473	-	1,645,200	\$ 6,093,229
STORMWATER UTILITY FUND	-	1,000	22,000	141,273	-	-	100,000	\$ 264,273
WATER IMPACT FUND	-	-	-	-	-	171,200	-	\$ 171,200
SEWER IMPACT FUND	-	-	-	-	-	-	-	\$ -
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-	\$ -
EDC4B FUND	-	3,100	23,592	210,258	166,374	153,519	130,000	\$ 686,843
EDC4B CAPITAL BOND FUND	-	-	-	-	-	-	-	\$ -
EDC4B BOND RESERVE FUND	-	-	-	-	-	-	-	\$ -
CAPITAL PROJECTS FUND	-	-	-	-	-	76,001	-	\$ 76,001
CAPITAL BOND FUND	-	-	-	-	73,416	-	1,037,209	\$ 1,110,625
PARK REC/OTHER DONATION FUND	-	-	-	-	-	-	-	\$ -
LIBRARY BUILDING FUND	-	-	2,000	-	-	-	-	\$ 2,000
ROADWAY IMPACT FEE FUND	-	-	-	-	-	125,000	-	\$ 125,000
TIF #1 (NEW HOPE) FUND	-	-	-	125,000	-	-	-	\$ 125,000
HOTEL MOTEL FUND	-	-	-	-	-	-	-	\$ -
POLICE SEIZURE FUND	-	-	-	-	-	-	-	\$ -
LEOSE FUND	-	-	-	1,800	-	-	-	\$ 1,800
TOTAL EXPENDITURES	\$ 5,491,590	\$ 354,175	\$ 1,241,275	\$ 4,634,570	\$ 2,109,130	\$ 688,970	\$ 3,212,289	\$ 17,731,999

"EXEMPLIFYING EXCELLENCE"

Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: REQUIRED APPROVAL ITEMS - B.

I. Subject:

DISCUSS AND CONSIDER ORDINANCE 577 FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF KENNEDALE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE CLAUSE

II. Originated by:

Finance Director, Director of Finance & IT

III. Summary:

According to the Texas Constitution and Property Tax Code, which both embody the concept of truth-in-taxation, a municipality is required to comply with certain steps in adopting their tax rate in an effort to make taxpayers aware of tax rate proposals and allow taxpayers, in certain cases, roll back or limit a tax increase. A vote to set the tax rate required by Chapter 26, Tax Code, is in addition to and separate from the vote to adopt the budget. The following timetable represents key dates during which notices were published and meetings were conducted:

08/7/15	Provide Effective Tax Rate & Schedules To Council
08/7/15	Hold Council FY15/16 Budget Retreat
08/7/15	Vote To Place Proposal For Tax Increase On Future Agenda
08/28/15	Publish Notice of Public Hearing On Budget
08/28/15	Publish Notice of Tax Rates
09/7/15	Hold Public Hearing On Budget
	1st Public Hearing On Tax Increase
09/17/15	2nd Public Hearing On Tax Increase
09/21/15	Adopt Budget, Adopt Tax Rate, Ratify Budget

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

Vote on tax rate must be a record vote.

REQUIRED WORDING FOR A MOTION BY A GOVERNING BODY TO SET THE TAX RATE:

I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.767500, WHICH IS EFFECTIVELY A 3.24 PERCENT INCREASE IN THE TAX RATE.

VIII. Attachments:

1.	Ordinance 577	Ordinance 577.doc
----	---------------	-------------------

ORDINANCE NO. 577

AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF KENNEDALE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE CLAUSE.

WHEREAS, the City Council of the City of Kennedale, Texas hereby finds that the tax for the fiscal year beginning October 1, 2015, and ending September 30, 2016, hereinafter levied for current expenses and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council has approved on the 21st day of September 2015, the budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time, including providing notice of and conducting a public hearing regarding the ad valorem tax levied hereby.

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

SECTION 1. For the current expense of the City of Kennedale and for the general improvements of the City and its property, there is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2015 and ending September 30, 2016, and for each fiscal year thereafter until it be otherwise provided and ordained, on all property situated within the corporate limits of the City limits of the City of Kennedale, and not exempt from taxation by valid laws, an ad valorem tax rate of \$0.767500 cents on the One Hundred (\$100.00) Dollars valuation of such property.

\$0.575204 For the purpose of maintenance and operation.

\$0.192296 For the purpose of interest and sinking.

\$0.767500 Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FROM MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.43 PERCENT
AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A
\$100,000 HOME BY APPROXIMATELY \$23.98.**

SECTION 2. That the taxes herein are levied according to law and shall be due and payable on October 1, 2015, and the same shall become delinquent on February 1, 2016. Should any taxpayer fail to make payment before the date of delinquency, the penalty as provided by law shall be assessed until the unpaid taxes and penalty have been satisfied.

SECTION 3. Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2014 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2016.

SECTION 4. Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2015 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 5. In the event any section, sub-section, clause, sentence, or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no means affect any other section, sub-section, clause sentence, or phrase of this ordinance, but all the rest thereof shall be in full force and effect just as though the section, sub-section, sentence, clause or phrase so declared or adjudged invalid or unconstitutional was not originally a part thereof.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 21st day of September, 2015.

ATTEST:

APPROVED:

Leslie Galloway, City Secretary

Brian Johnson, Mayor

APPROVED AS TO FORM AND LEGALITY:

Wayne Olson, City Attorney

Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: REQUIRED APPROVAL ITEMS - C.

I. Subject:

Discuss and consider approval for ratification of property tax increase in FY2015-2016 Adopted Budget

II. Originated by:

Finance Director, Director of Finance & IT

III. Summary:

According to Chapter 102, Municipal Budget, of the Local Government Code (LGC), a municipal budget shall be prepared to cover the proposed expenditures of the municipal government for the succeeding year. In addition to the adoption of a budget, should that budget require raising more revenue from property taxes than in the previous year, the governing body must conduct a separate vote to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

Required wording for a motion by a governing body to ratify a property tax increase in an approved budget:

I MOVE THAT THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$210,372, WHICH IS A 4.89 PERCENT INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISE FROM PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$192,830.

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: DECISION ITEMS - A.

I. Subject:

Consider establishing a Charter Review Committee and making appointments

II. Originated by:

III. Summary:

The city charter was adopted in 1999. Cities typically review charters for possible updates every five years or so. This has been placed on the agenda for discussion about appointing a committee to do so. The areas of the charter that should be addresses/considered include:

- a. Role of the mayor to serve as chief governing officer
- b. Qualifications of the city manager to be consistent with the requisite organization principles
- c. Appointment of the city secretary
- d. City council terms from two years to three years
- e. Other areas consistent with policy governance
- f. Technical areas based on law changes

Suggested individuals to serve on the Charter review committee:

- Frank Fernandez
- Charles Overstreet
- Earnest Harvey
- Robert Mundy
- John Clark

A copy of the charter is attached.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: DECISION ITEMS - B.

I. Subject:

Discuss and consider action related to nominations to the 2015-2016 Tarrant Appraisal District Board of Directors.

II. Originated by:

Bob Hart

III. Summary:

Please see the attached information. Official action is required by October 15, 2015.

Note: The City of Kennedale is allocated 7 votes for the actual election.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Tarrant Appraisal District Letter	Tarrant Appraisal District.pdf
----	-----------------------------------	--------------------------------



Jeff Law
Executive Director
Chief Appraiser

September 3, 2015

Mr. Brian Johnson
Mayor
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

Dear Mr. Johnson:

The terms of service for our five members of the Board of Directors will expire on December 31, 2015 and it is time to begin the process of conducting an election.

Based on the amount of the 2014 adjusted tax levy imposed by each eligible taxing unit, we have calculated the number of votes for your entity. The enclosed list will provide you with that information.

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

In order to be eligible to serve as directors, the 2015 nominees must have resided in Tarrant County for at least two years prior to January 1, 2016. They may serve on the governing body of a taxing unit in the County and still be eligible to serve as a Director. However, an employee of a taxing unit is prohibited from serving as a Director unless that employee is also an elected official of the governing body. A Director may not be related to a person who is in the business of appraising property for property tax purposes or represents property owners for compensation in proceedings in the appraisal district or appraises property for use in a proceeding in the appraisal district or who is employed by the appraisal district. A person is ineligible to serve as a director if the individual, or a business in which the individual has a substantial interest, enters into a contract with the appraisal district or enters into a contract with a taxing unit in the district, if that contract relates to the performance of an activity governed by Title I of the Texas Property Tax Code (for example, appraising property for tax purposes or determining eligibility for exemptions). A substantial interest exists where the individual and spouse have a combined ownership of at least 10% of the voting stock or shares of a business, or either of them is a partner, limited partner or an officer. If you have questions concerning the qualifications of nominees for a Board position, please call.

Letter to Taxing Units
Election of Board of Directors
September 3, 2015
Page 2

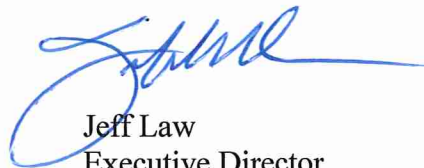
The nominations for Directors, which must be made in an open meeting of your taxing unit, should be submitted by the presiding officer to the Chief Appraiser in the form of a resolution or other official process adopted by the governing body by October 15, 2015, giving the names and addresses of the nominees. A current resume or vita is also helpful.

The appointment calendar is as follows:

By October 15, 2015	Nominations by resolution or official action
By October 30, 2015	Ballots listing nominees delivered to Presiding Officer
By December 15, 2015	Entity submits votes by resolution to Chief Appraiser
By December 31, 2015	Five (5) nominees receiving largest cumulative vote totals are elected
January 1, 2016	Board takes office for two year term

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

Sincerely,



Jeff Law
Executive Director
Chief Appraiser

JL:mm
Encl.

Aledo I.S.D.	4	City of Mansfield	54
Arlington I.S.D.	437	City of North Richland Hills	38
Azle I.S.D.	25	Town of Pantego	2
Birdville I.S.D.	162	City of Pelican Bay	0
Burleson I.S.D.	28	City of Richland Hills	5
Carroll I.S.D.	138	City of River Oaks	3
Castleberry I.S.D.	9	City of Roanoke	0
Crowley I.S.D.	120	City of Saginaw	10
Eagle Mountain Saginaw I.S.D.	158	City of Sansom Park	1
Everman I.S.D.	24	City of Southlake	42
Fort Worth I.S.D.	567	Town of Trophy Club	1
Godley I.S.D.	1	City of Watauga	9
Grapevine-Colleyville I.S.D.	226	Town of Westlake	2
Hurst Euless Bedford I.S.D.	201	City of Westover Hills	3
Keller I.S.D.	307	Westworth Village	2
Kennedale I.S.D.	25	City of White Settlement	7
Lake Worth I.S.D.	19		
Lewisville I.S.D.	2	Tarrant County	562
Mansfield I.S.D.	230	Tarrant County College	317
Northwest I.S.D.	116		
White Settlement I.S.D.	37		
City of Arlington	191		
City of Azle	6		
City of Bedford	23		
City of Benbrook	17		
City of Blue Mound	1		
City of Burleson	7		
City of Colleyville	22		
City of Crowley	8		
City of Dalworthington Gardens	1		
Edgecliff Village	1		
City of Euless	22		
City of Everman	2		
City of Flower Mound	1		
City of Forest Hill	5		
City of Fort Worth	623		
City of Grand Prairie	58		
City of Grapevine	34		
City of Haltom City	18		
City of Haslet	3		
City of Hurst	21		
City of Keller	31		
City of Kennedale	7		
City of Lake Worth	3		
City of Lakeside	1		



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: DECISION ITEMS - C.

I. Subject:

Consider approval of minutes from August 17, 2015 regular meeting

II. Originated by:

Kathy Moore, Deputy City Secretary

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	City Council Meeting Minutes - August 17, 2015	August 17, 2015.pdf
----	--	---------------------

KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
August 17, 2015
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 5:36 p.m.

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

Human Resource Director, Kelly Cooper provided Council with highlights for employee benefit renewals. Kelly stated that staff budgeted for a 12 percent increase on health insurance; however, the renewal came in at 20 percent. She noted that after an unsuccessful bid process, staff looked at plan design options to help lower the renewal cost. Kelly concluded that staff recommends staying with Blue Cross Blue Shield with a 9.38 percent increase for the upcoming budget year; adding that the new policy design will increase the deductible by \$500; the co-pays will be \$40, and it lowers the coinsurance to 70 percent.

There was discussion on the city's future options for the coming years, and possible changes that may have to happen. It was noted that this item is on the consent agenda for approve tonight.

B. Review of Annual Fire/EMS 2014 Incident Reporting

Fire Chief, Mike McMurray provided an overview of the annual Fire/EMS Incident Report. Mike stated that the city had a high number of structure fires with one death last December; he added that most calls were not serious fires. Additionally, it was noted that Kennedale Fire Department responds to fire calls in Forest Hill and Rendon as part of the Extra Territorial Jurisdiction (ETJ) Agreement.

C. Discuss potential FEMA grant application for flood mitigation

City Manager, Bob Hart stated that Tarrant County has been included on the Presidential Application, which opens up our ability to apply for FEMA assistance for flood mitigation within Village Creek. Bob explained that this is a FEMA Flood Mitigation Program that is set up to go after properties that have repetitive flood losses; which is mitigating future claims against the flood insurance program. He added that he has asked Halff and Associates to provide a cost to put together a grant application and is requesting approval from Council to move forward with the grant application. Council gave permission to proceed.

D. Discussion of items on regular agenda

No items were discussed at this time. Council moved into executive session.

III. REGULAR SESSION

Mayor Johnson opened the regular session at 7:00 p.m.

IV. ROLL CALL

Present: Frank Fernandez, Brian Johnson , Kelly Turner, Liz Carrington, Charles Overstreet, Michael Walker

Absent: None

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.

Kent Lloyd, 5931 Stone Meadow Court, Arlington, spoke as a representative for the Kennedale Wildcat Booster Club. Mr. Lloyd proposed to Council that the city purchase Kennedale Wildcat Booster flags to put at municipal buildings, the roundabouts, and other public locations to promote support for the home team and the school district. He added that tee shirts were also available for purchase.

IX. REPORTS/ANNOUNCEMENTS

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

A. Updates from City Council

Kelly Turner stated that the Unified Development Code Advisory Committee will meet again in a few weeks.

B. Updates from the Mayor

There were no updates from the Mayor.

C. Updates from the City Manager

1. Governance Report

- Executive Limitations
- Balanced Scorecard

The governance reports are attached for review. There were no updates from the City Manager.

X. CONSENT ITEMS

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

A. Consider approval of minutes from July 20, 2015 regular meeting

B. Consider approval of minutes from August 7, 2015 Budget Workshop

C. Consider approval of Resolution 461 to add a Reserve Officer to the Police Department

D. Consider authorizing the Mayor to sign an Interlocal Agreement for administrative costs funding for Section 5310 program with the Fort Worth Transportation Authority.

E. Consider approval to extend the Interlocal Agreement for participation in Fort Worth's Environmental Collection Center/Household Hazardous Waste program through September 30, 2016

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

Motion To approve consent agenda. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Liz Carrington.

Motion passed Unanimously

XI. REGULAR ITEMS

A. Consider Resolution 462 approving the report for the Kennedale Parkway Access Study

City Manager, Bob Hart stated that this is a follow-up to a meeting that he, Councilman Overstreet, and Mayor Johnson attended with the Texas Department of Transportation (TxDOT) and the Council of Governments (COG). Staff is requesting approval to submit a formal request for an access study on the left-hand turn lane on Kennedale Parkway. He added that the city is looking for long-term improvements for the Parkway.

Motion To approve Resolution 462, approving the report for the Kennedale Parkway Access Study. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Liz Carrington.
Motion passed Unanimously

XII. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 6:00 p.m.

A. The City Council will meet in closed session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for the following:

1. 213 Valley Lane
2. 925 E. Kennedale Parkway
3. 501 Cory A. Edwards (Easement)

B. The Kennedale City Council will meet in closed session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business project with whom the city is conducting economic development negotiations.

1. 6900 Block Kennedale Parkway

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

Mayor Johnson reconvened into open session at 6:32 p.m.
No action required.

XIV. ADJOURNMENT

Motion To adjourn the regular meeting of the City Council. **Action** Adjourn, **Moved By** Kelly Turner, **Seconded By** Liz Carrington.
Motion passed Unanimously

The meeting was adjourned at 7:10 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: DECISION ITEMS - D.

I. Subject:

Consider approval of minutes from September 9, 2015 Special Meeting

II. Originated by:

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	City Council Special Meeting Minutes - September 9, 2015	September 9, 2015 Special.pdf
----	--	-------------------------------

KENNEDALE CITY COUNCIL
MINUTES
SPECIAL MEETING
September 9, 2015
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
REGULAR SESSION - 5:30 PM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 5:30 p.m.

II. ROLL CALL

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

Absent: Michael Walker

III. REGULAR SESSION

Mayor Johnson opened the public hearing.

There were no speakers.

A. Public hearing to receive input on the Fiscal Year 2015-2016 Proposed Budget.

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

Mayor Johnson read the following statement:

Section 102.007 of the Local Government Code on Municipal Budget states that "at the conclusion of the public hearing, the body of the municipality shall take action on the proposed budget." It is Council's intent to adopt the budget at the September 21, 2015 meeting and not at this specific meeting.

Motion To table the adoption of the FY2015-16 budget to September 21, 2015. **Action Table, Moved By** Charles Overstreet, **Seconded By** Kelly Turner.

Motion passed Unanimously

B. Public hearing to receive input on the Fiscal Year 2015-2016 Tax Revenue Increase.

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

Mayor Johnson stated that this is a public hearing only, with a second public hearing scheduled for September 17, 2015 at 5:30 p.m. Action will be scheduled for the September 21, 2015 City Council meeting, where the FY2015-16 budget and tax rate will be adopted, and the FY2015-16 budget ratified.

All meetings will be held at the Kennedale City Hall Council Chambers, located at 405 Municipal Drive, Kennedale, Texas 76060.

Mayor Johnson closed the public hearing.

IV. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Liz Carrington, **Seconded By** Kelly Turner.
Motion passed Unanimously

The meeting was adjourned at 5:33 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: DECISION ITEMS - E.

I. Subject:

Consider approval of minutes from September 17, 2015 Special Meeting

II. Originated by:

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	City Council Special Meeting Minutes - September 17, 2015	September 17, 2015 Special.pdf
----	---	--------------------------------

KENNEDALE CITY COUNCIL
MINUTES
SPECIAL MEETING
September 17, 2015
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

REGULAR SESSION - 5:30 PM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 5:31 p.m.

II. ROLL CALL

Present: Frank Fernandez, Brian Johnson , Liz Carrington, Charles Overstreet

Absent: Kelly Turner, Michael Walker

III. REGULAR SESSION

Mayor Johnson opened the public hearing.

There were no speakers.

A. Public hearing to receive input on the Fiscal Year 2015-2016 Tax Revenue Increase.

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

Mayor Johnson stated that this is a public hearing only, and that action is scheduled for the September 21, 2015 City Council meeting, where the FY2015-16 budget and tax rate will be adopted, and the FY2015-16 budget ratified. All meetings will be held at the Kennedale City Hall Council Chambers, located at 405 Municipal Drive, Kennedale, Texas 76060.

Mayor Johnson closed the public hearing.

B. Case # PZ 15-07 consider action on a final plat requested by Alluvium Development for approximately 22.47 acres out of an approximately 45 acre parcel in the J M Lilly Survey A 980 and A 985, Kennedale, Tarrant County, located at 925 Mansfield Cardinal Rd, to create The Vineyard Phase 2 Blk 2 Lots 8-11, Blk 3 Lots 1-17, Blk 5 Lots 2-6, Blk 6 Lots 8-12, Blk 7 Lots 2-11, Blk 8 Lots 1-21.

1. Staff presentation
2. Applicant presentation
3. Staff summary & recommendation
4. Action by the City Council

1. Staff Presentation by City Planner, Rachel Roberts who provided background and timeline information on the Vineyard - Phase 2 project. She stated that the plat was in compliance with City regulations, and the Comprehensive Land Use Plan; adding that the Planning & Zoning Commission recommends approval.

Frank Fernandez questioned drainage issues; City Manager Bob Hart and Rachel Roberts addressed the drainage questions. There was additional discussion between Council members.

2. Applicant Presentation

There was no applicant presentation.

3. Staff Summary and Recommendation

Staff recommends approval of the final plat requested by Alluvium Development located at 925 Mansfield Cardinal Road to create The Vineyard - Phase 2.

4. Action by the City Council

Motion To approve PZ Case # 15-07; approval of final plat for The Vineyard - Phase 2. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Liz Carrington.

Motion passed with a vote of 2-0; with Liz Carrington and Charles Overstreet voting for approval; Frank Fernandez abstained.

IV. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Liz Carrington, **Seconded By** Frank Fernandez.
Motion passed Unanimously

The meeting was adjourned at 5:40 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 21, 2015

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council will meet in closed session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property for the following:

1. 213 Valley Lane
2. 1201 Bowman Springs Road

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: