

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING
March 21, 2016
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. Joint meeting with the Library Advisory Board - Community Conversation led by Amanda King
- B. Review Progressive Landfill expansion application submittal
- C. 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. Monthly Financials - February 2016
- B. Executive Limitations
- C. Ends Review - Balanced Scorecard

XI. INCIDENTAL ITEMS

- A. Tarrant County College facility review briefing
- B. Discuss and approve calendar for FY2016-2017 budget preparations

XII. REQUIRED APPROVAL 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 minutes from February 15, 2016 meeting
- B. Consider approval of minutes from the March 4, 2016 special meeting
- C. Approval of city-developer agreement for Kennedale Seniors Addition
- D. Consider approval of an Interlocal Agreement with Tarrant County for assistance in the reconstruction of True Gunn Road/Caylebaite Street/Municipal Drive, and authorize the City Manager to execute the agreement
- E. Consider authorizing the City Manager to negotiate a contract for electric supply
- F. **CASE # PZ 15-17** Consider approval of a final plat requested by Emanuel Glockzin for 332-370 S. New Hope Rd, more particularly described as an approximately 23-acre tract in the C. B. Teague Survey A 15-06 and Robert C. Richey Survey A-1358, Tarrant County, Texas, conveyed from C D Fincher Estate to Emanuel Glockzin as recorded in instrument number D215220118. A preliminary plat was approved in November 2015.

XIII. DECISION ITEMS

- A. Update Future Transportation Plan in the Comprehensive Land Use Plan
 1. Staff Presentation
 2. Public Hearing
 3. Staff Summary and Response
 4. Action by the City Council
- B. Consider accepting the official certification of unopposed candidates for the 2016 general election.
- C. Consider approval of Ordinance 591 canceling the May 7, 2016 election and declaring unopposed candidates elected to office
- D. Consider approval of Ordinance 596 setting the speed limit on Kennedale Parkway to 40 miles per hour

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. 6727 Hudson Village Creek Road Park Land Acquisition
2. Link Street Extension Right-of-Way Acquisitive

B. The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and the following items: ension Right-of-Way

1. Round-About Damage Claim

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 March 21, 2016, 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: March 21, 2016

Agenda Item No: WORK SESSION - A.

I. Subject:

Joint meeting with the Library Advisory Board - Community Conversation led by Amanda King

II. Originated by:

III. Summary:

Amanda King, our new Library Director, is conducting a series of community conversations to learn about resident's concerns or desires for the community as a whole. She will use this information to work with the Library Board in establishing a long-term plan for the library. The joint meeting with the Library Board is to allow Amanda to conduct a "community conversation" with you as a Council and the Board. This will be your first joint meeting with the Library Board. I have allotted 1 hour for the conversation.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: WORK SESSION - B.

I. Subject:

Review Progressive Landfill expansion application submittal

II. Originated by:

III. Summary:

Progressive Waste operates the construction and debris landfill located on Dick Price Road. They have submitted an application with TCEQ to increase the height of the landfill. Gary Bartels, District Manager of Progressive Landfills, will be present to discuss this application with you and answer any questions you may have. I anticipate him to be accompanied by Norm Bulaich, Joe Viecele, and/or March Groff. A copy of the TCEQ notice is attached.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	TCEQ Notice - Issued March 8, 2016	TCEQ Notice.pdf
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Texas Commission on Environmental Quality



Notice of Application and Preliminary Decision for Municipal Solid Waste Permit Amendment

Proposed Permit No. 1983C

APPLICATION AND PRELIMINARY DECISION. IESI TX Landfill LP, 2301 Eagle Parkway, Ste. 200, Fort Worth, Texas 76177, the owner and operator of the IESI Fort Worth C&D Landfill, has applied to the Texas Commission on Environmental Quality (TCEQ) for a major amendment to its municipal solid waste permit for the referenced Type IV landfill which accepts brush, construction and demolition waste, and rubbish. The major amendment requests authorization for a vertical expansion to increase the maximum permitted elevation of the landfill and increase the volumetric disposal capacity of the landfill. The application also includes updates and revisions to the landfill's site development, waste acceptance and site operating plans and other supporting permit documents. The landfill is located at 4144 Dick Price Road, Fort Worth, Texas 76140 in Tarrant County, Texas. The TCEQ received this application on March 4, 2015. The following link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice: <http://www.tceq.texas.gov/assets/public/hb610/index.html?lat=32.63&lng=-97.2367&zoom=13&type=r>. For an exact location, refer to the application.

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at the Kennedale Public Library, 316 W 3rd Street, Kennedale, Texas 76060. The permit application may be viewed online at http://prj.geosyntec.com/TXPermits/IESIFtWC_DLandfill.aspx.

PUBLIC COMMENT/PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments and the Executive Director's decision on the application will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision. A person**

who may be affected by the proposed facility is entitled to request a contested case hearing from the commission. A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone; applicant's name and permit number; the location and distance of your property/activities relative to the facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; and the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify an individual member of the group who would be adversely affected by the facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission will only grant a contested case hearing on disputed issues of fact that are relevant and material to the Commission's decision on the application. Further, the Commission will only grant a hearing on issues that were raised in timely filed comments that were not subsequently withdrawn.

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. To be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted within 30 days from the date of newspaper publication of this notice either electronically at www.tceq.texas.gov/about/comments.html or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. If you choose to communicate with the TCEQ electronically, please be aware that your email address, like your physical mailing address, will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ's Public Education Program, Toll Free, at 800-687-4040. Si desea información en Español, puede llamar al 800-687-4040.

Further information may also be obtained from IESI TX Landfill LP at the address stated above or by calling Mr. Joe Vieceli at (817) 632-4228.

Issuance Date: March 08, 2016



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: WORK SESSION - C.

I. Subject:

Discussion of items on regular agenda

II. Originated by:

III. Summary:

Discussion of items on regular agenda.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates from City Council

II. Originated by:

City Council, City Council

III. Summary:

Updates and information from Council members .

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:



KENNEDALE
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Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

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: March 21, 2016

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: March 21, 2016

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials - February 2016

II. Originated by:

III. Summary:

Overview of the City's revenues/expenditures for all funds compared to budget and previous year.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	February Financials	02_2016 Monthly Financials.pdf
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**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES
FEBRUARY MONTHLY FINANCIALS**

CURRENT EXPENDITURES LINE ITEM BUDGET OVERAGES FOR THE CITY

ACCOUNT NUMBER	ACCOUNT NAME	BUDGET	CURRENT BALANCE	OVERAGE
10-5409-01-02	WASTEWATER SYSTEM MAINTENANCE	120,000	205,024	85,024
01-5109-10-00	PART TIME/TEMPORARY	10,000	33,093	23,093
10-5450-01-02	PUMP/MOTOR MAINTENANCE	28,000	43,985	15,985
17-5580-12-02	ENGINEERING	6,000	17,374	11,374
01-5107-10-00	OVERTIME	80,000	89,748	9,748
15-5615-01-00	FUNCTIONAL GRANT	-	9,559	9,559
01-5570-07-01	SPECIAL SERVICES	55,525	60,495	4,970
17-5570-12-02	SPECIAL SERVICES	7,800	11,225	3,425
01-5540-90-00	INSURANCE- AUTO	19,208	21,109	1,901
01-5570-01-00	SPECIAL SERVICES	8,500	10,277	1,777
10-5861-90-00	MOTOR VEHICLES	55,000	56,692	1,692
07-5510-01-00	ASSOCIATION DUES/PUBLICATIONS	5,073	6,592	1,519
12-5430-02-00	MOTOR VEHICLE MAINTENANCE	-	550	550
17-5260-12-02	GENERAL OFFICE SUPPLIES	375	843	468
01-5578-17-00	TRAVEL	365	684	319
01-5525-17-00	TRAINING/SEMINARS	-	265	265
01-5240-03-00	PRINTED SUPPLIES	200	459	259
18-5107-01-00	OVERTIME	-	233	233
01-5578-07-01	TRAVEL	1,612	1,798	186
10-5525-01-01	TRAINING/SEMINARS	-	178	178
01-5525-02-00	TRAINING/SEMINARS	1,000	1,150	150
17-5240-12-02	PRINTED SUPPLIES	75	161	86
17-5230-12-02	CLEANING SUPPLIES	425	481	56
01-5260-17-00	GENERAL OFFICE SUPPLIES	300	352	52

CURRENT REVENUES LINE ITEM BUDGET OVERAGES FOR THE CITY

ACCOUNT NUMBER	ACCOUNT NAME	BUDGET	CURRENT BALANCE	OVERAGE
01-4190-00-00	OTHER PERMITS/FEES	17,700	81,595	63,895
01-4195-00-00	ANIMAL IMPOUNDING FEES	1,000	1,616	616
01-4507-00-00	COUNTY CONTRIBUTIONS- AMBULANCE	10,000	14,382	4,382

INTEREST RATES INCREASED .25% AND COULD DROP BACK DOWN BUT HAS INCREASED ON INVESTMENT
EARNINGS FOR THE TIME BEING

"EXEMPLIFYING EXCELLENCE"

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES
FEBRUARY MONTHLY FINANCIALS**

	FY14-15	FY14-15	FY15-16	CURRENT	FY14-15	CY - PY	% OF BUDGET	BUDGET
REVENUES	YTD	ACTUAL	ADOPTED	MONTH	YTD	CHANGE	USED	REMAINING
GENERAL FUND	3,658,626	5,897,213	6,091,420	806,052	4,013,146	436,952	65.9%	2,078,273
OTHER GENERAL FUNDS	437,516	1,437,430	1,263,636	159,006	362,820	28,617	28.7%	900,816
GENERAL FUND	4,096,142	7,334,643	7,355,056	965,058	4,375,966	465,568	59.5%	2,979,089
GENERAL DEBT SERVICE FUND	1,075,972	1,340,773	1,403,111	186,465	1,086,333	43,928	77.4%	316,778
WATER/SEWER FUND	1,122,535	3,460,517	5,672,328	228,295	1,240,131	2,185,873	21.9%	4,432,197
STORMWATER UTILITY FUND	75,591	200,108	247,825	22,001	94,566	(17,700)	38.2%	153,259
WATER IMPACT FUND	68,696	172,370	116,040	11,770	41,192	30	35.5%	74,848
SEWER IMPACT FUND	12,275	44,619	6,682	3,576	11,201	(1)	167.6%	(4,519)
WATER/SEWER FUND	1,279,097	3,877,614	6,042,875	265,641	1,387,089	2,168,203	23.0%	4,655,786
EDC4B FUNDS	188,313	650,469	912,036	57,652	175,806	10,331	19.3%	736,230
CAPITAL FUNDS	102,282	827,125	1,141,107	23,803	186,973	(107,523)	16.4%	954,134
SPECIAL REVENUE FUNDS	(4,871)	42,861	126,801	39,625	53,580	125,000	42.3%	73,221
TOTAL REVENUES	\$ 6,736,934	\$ 14,073,485	\$ 16,980,986	\$ 1,538,244	\$ 7,265,747	\$ 2,705,508	42.8%	9,715,238
EXPENDITURES	FY14-15	FY14-15	FY15-16	CURRENT	FY14-15	CY - PY	% OF BUDGET	BUDGET
	YTD	ACTUAL	ADOPTED	MONTH	YTD	CHANGE	USED	REMAINING
GENERAL FUND	2,210,852	5,664,808	6,198,118	460,052	2,358,577	372,294	38.1%	3,839,541
OTHER GENERAL FUNDS	470,322	1,127,260	1,322,814	125,184	479,597	24,818	36.3%	843,217
GENERAL FUND	2,681,174	6,792,068	7,520,932	585,236	2,838,174	397,112	38.1%	4,682,758
GENERAL DEBT SERVICE FUND	972,900	1,338,313	1,363,867	713,152	1,008,686	20,759	74.0%	355,181
WATER/SEWER FUND	1,686,113	4,063,998	6,093,227	708,427	1,861,366	1,032,548	30.5%	4,231,861
STORMWATER UTILITY FUND	69,153	111,696	264,273	6,453	29,550	(307,954)	11.2%	234,723
WATER IMPACT FUND	-	174,916	171,200	-	-	(3,716)	0.0%	171,200
SEWER IMPACT FUND	-	22,396	-	-	-	(22,396)	0.0%	-
WATER/SEWER FUND	1,755,265	4,373,006	6,528,700	714,880	1,890,915	698,482	29.0%	4,637,785
EDC4B FUNDS	183,568	678,653	711,842	18,938	159,398	(24,127)	22.4%	552,445
CAPITAL FUNDS	74,508	795,765	1,283,626	94,304	304,677	(53,843)	23.7%	978,949
SPECIAL REVENUE FUNDS	-	48,852	126,800	-	17,973	(55,000)	14.2%	108,827
TOTAL EXPENDITURES	\$ 5,667,415	\$ 14,026,657	\$ 17,535,767	\$ 2,126,509	\$ 6,219,822	\$ 983,384	35.5%	11,315,945

**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES
FEBRUARY MONTHLY FINANCIALS**

GENERAL FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
CITY MANAGER	96,823	275,131	293,578	27,985	116,033	11,658	39.5%	177,545
MAYOR/CITY COUNCIL	23,607	77,128	88,576	7,530	27,046	(5,530)	30.5%	61,530
CITY SECRETARY	41,172	124,118	135,923	6,662	42,228	(12,421)	31.1%	93,695
MUNICIPAL COURT	48,248	129,204	157,745	3,140	31,573	18,928	20.0%	126,172
HUMAN RESOURCES	43,481	112,356	124,565	9,219	46,227	6,723	37.1%	78,338
FINANCE	138,878	349,477	323,931	72,940	172,120	(96,469)	53.1%	151,811
POLICE	780,043	2,009,458	2,245,833	136,229	838,180	193,639	37.3%	1,407,653
FIRE	630,691	1,627,526	1,728,014	124,546	646,234	79,246	37.4%	1,081,780
COMMUNITY DEVELOPMENT	115,513	347,889	439,480	30,638	137,441	57,053	31.3%	302,039
SENIOR CITIZEN CENTER	15,256	50,569	54,077	2,627	18,279	(32)	33.8%	35,798
LIBRARY	85,183	217,519	239,080	19,211	98,964	9,990	41.4%	140,115
NONDEPARTMENTAL	191,958	344,434	367,317	19,325	184,252	109,510	50.2%	183,065
TOTAL EXPENDITURES	\$2,210,852	\$5,664,808	\$ 6,198,118	\$ 460,052	\$2,358,577	\$ 372,294	442.7%	\$3,839,541

WATER/SEWER FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
UTILITY BILLING	323,671	1,326,837	1,360,981	260,632	407,705	14,824	30.0%	953,276
WATER OPERATIONS	613,621	1,122,780	3,156,143	72,463	646,159	1,374,731	20.5%	2,509,984
DEBT	443,926	186,691	505,472	297,275	450,087	1,372	89.0%	55,385
NONDEPARTMENTAL	304,895	1,427,690	1,070,631	78,057	357,415	(358,379)	33.4%	713,216
TOTAL EXPENDITURES	\$1,686,113	\$4,063,998	\$ 6,093,227	\$ 708,427	\$1,861,366	\$1,032,548	30.5%	\$4,231,861

STREET IMPROVEMENT FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
STREETS	230,260	704,161	1,042,537	108,175	352,406	213,861	33.8%	690,131
PARKS MAINTENANCE	41,966	118,624	84,000	7,134	45,748	7,000	54.5%	38,252
TOTAL EXPENDITURES	\$ 272,226	\$ 822,784	\$ 1,126,537	\$ 115,309	\$ 398,154	\$ 220,861	35.3%	\$ 728,383

EDC4B FUNDS	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
ADMINISTRATION	62,005	241,795	176,466	14,502	60,521	(85,995)	34.3%	115,945
DEBT SERVICE	96,632	323,315	319,893	-	89,623	(3,475)	28.0%	230,270
TOWN SHOPPING CENTER	24,931	51,447	50,484	5,418	18,813	-	37.3%	31,671
TOWN CENTER REDEVELOPMENT	-	-	90,000	-	-	90,000	0.0%	90,000
TX LEVERAGE	-	101,192	50,000	-	-	(60,000)	0.0%	50,000
TOTAL EXPENDITURES	\$ 91,744	\$ 715,745	\$ 686,842	\$ 84,494	\$ 84,494	\$ (59,471)	12.3%	\$ 517,886



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: MONITORING INFORMATION - B.

I. Subject:
Executive Limitations

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 03.2016.docx
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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.

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. Supervisory and manager staff began supervisory and leadership training on February 10. The training is through ICMA. 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. Rachel Roberts is working closely with me on Village Creek and the salvage yards. The department heads collectively are aware of on-going activities and projects, and I have been more attentive to this in staff meetings. Jack Thompson (EDC & Chamber) is familiar with the business development activities.



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: MONITORING INFORMATION - C.

I. Subject:

Ends Review - Balanced Scorecard

II. Originated by:

III. Summary:

Reports are attached for review.

IV. Fiscal Impact Summary:

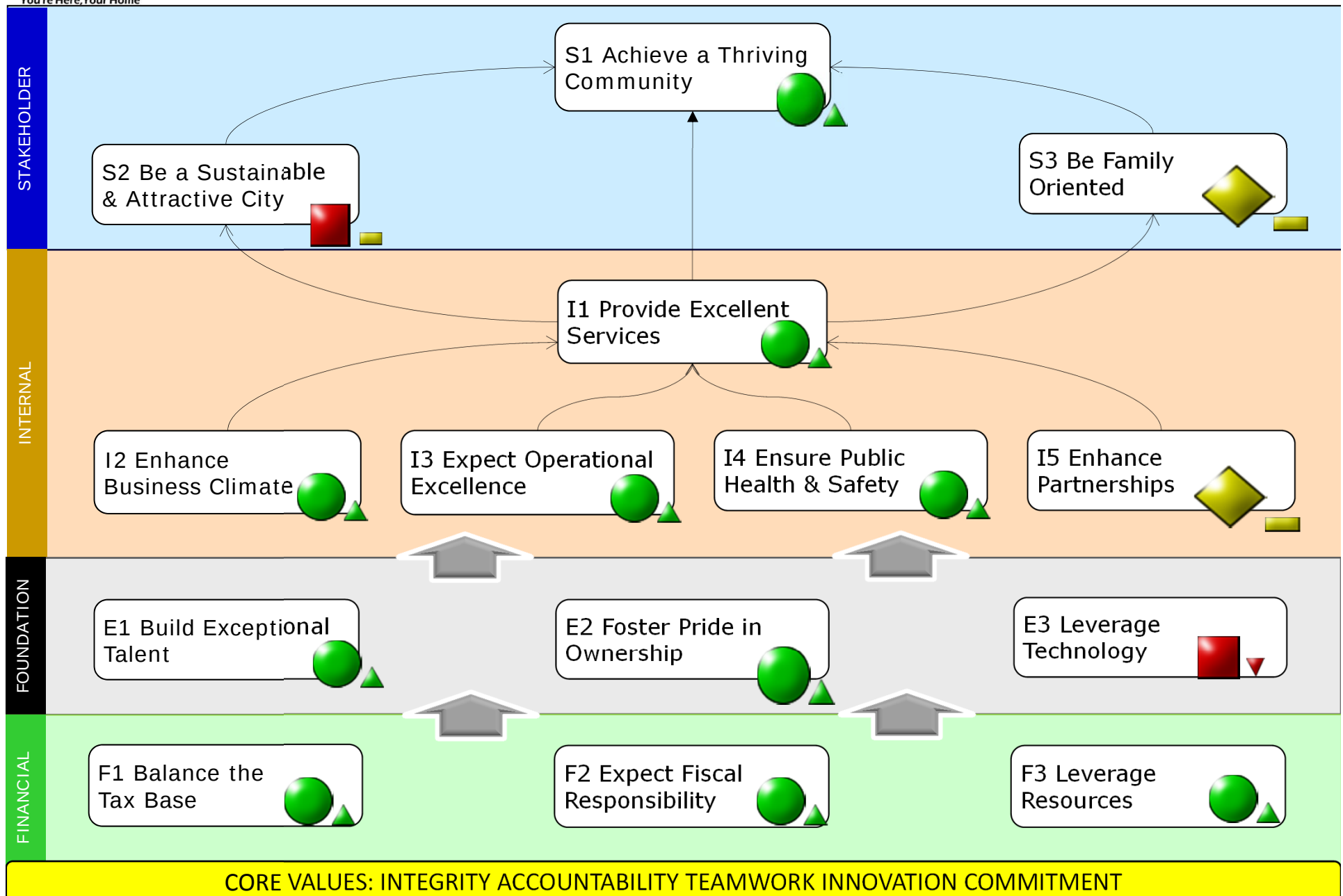
V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Balanced Scorecard	Balanced Scorecard.pdf
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Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: INCIDENTAL ITEMS - A.

I. Subject:

Tarrant County College facility review briefing

II. Originated by:

III. Summary:

Tarrant County Building Trades Department has initiated a review of City Hall, the Police Building and the Fire Station with the intention of recommending building improvements. The improvements include building flow, capacity, and the heating and cooling system. Instructors and students will be present to discuss their initial findings. A final report and is not expected until later in the year.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: INCIDENTAL ITEMS - B.

I. Subject:

Discuss and approve calendar for FY2016-2017 budget preparations

II. Originated by:

Finance Director, Director of Finance & IT

III. Summary:

The Property Tax Code (tax) and Local Government Code (budget) provides for specific legal requirements in which a taxing unit must comply in order to adopt both their tax rate and budget. In an effort to comply with the aforementioned codes, the City has set the budget/tax schedules as outlined below:

05/14/16 Special Session

-Strategic Planning For Upcoming Budget Process

08/12/16 Special Session

-Submit certified roll and calculations.
-Budget Workshop (Submittal Of Proposed Budget)
-Vote to Place Proposal On Future Agenda (Will Only Occur If Two Public Hearings Are Needed)

09/8/16 Special Session

-Conduct Public Hearing On Budget
-Conduct 1st Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/15/16 Special Session

-Conduct 2nd Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/19/16 Regular Session

-Adopt Budget, Adopt Tax Rate, Ratify Tax Increase Reflected In Budget

09/30/16

-Last Day To Adopt Budget

10/20/16

-Approve MMD Tax Assessment & Levy

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	FY16-17 Budget Calendar	FY16-17 Budget Calendar.pdf
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**CITY OF KENNEDALE, TEXAS
ANNUAL PROGRAM OF SERVICES**

BUDGET CALENDAR

01/01	Tarrant Appraisal District	Beginning of appraisal year.
03/01	Tarrant Appraisal District	Notification of TIF values for the following year to tax jurisdictions for billing and collection (invoice county).
04/15	Tarrant Appraisal District	Last day for businesses to file property tax renditions.
04/30	Tarrant Appraisal District	Notification of preliminary values to all taxing jurisdictions (includes TIF reports).
05/01	Finance	Review and send out Budget Calendar.
05/14	City Council	Work Session: Strategic Planning.
05/15	Tarrant Appraisal District	Notification of preliminary values to all taxing jurisdictions (includes TIF reports).
05/27	Staff	Budget Kick-Off.
05/31	Tarrant Appraisal District	Property owner has 30 days from the date of the notice or until May 31, whichever is later, to file a protest.
06/3	Staff	Submit FY15/16 revenue & expense estimates, FY16/17 proposed budget requests, and Extended Service Programs (ESPs) to Finance.
06/6 – 06/17	Finance	Meet with each department to review submittals.
06/10	Tarrant Appraisal District	Notification of preliminary values to all taxing jurisdictions (including TIF reports).
06/20	City Council	Regular Session: Approve tax collection contract & approve special sessions (09/8, 09/15).
	EDC4B	Provide Notice of Projects & Public Hearing to newspaper.
06/22	Newspaper	Publish Notice of Projects & Public Hearing. Generally, must allow for period of 60 days from date of publication to close before recommending to Council and also publish 15 days prior to public hearing. However, public hearing not required per SB 1969, Section 505.159 LGC for < 20,000 population, which mainly applies to industrial/commercial projects. Park projects require public hearing.
07/05 – 07/22	City Manager/Finance	Submit budget requests and ESPs to City Manager. Meet with Finance and each department to review submittals.
07/14	EDC4B	Public Hearing given Notice of Projects. Review and approve projects and budget.
07/25	Tarrant Appraisal District	Notification of preliminary values to all taxing jurisdictions (including TIF reports).
08/03	City Manager Finance	Prepare Budget Message
08/04	Finance	Provide Notice of Effective and Rollback Tax Rates, statement and schedules to newspaper. Publish by Aug 7 or soon thereafter. Must be quarter pages, at least 8 point font and can be in classifieds. May publish at same time as Notice of Public Hearing On Tax Increase. Place on website, cable channel (60 seconds, 5 times daily, 7 days, from 7AM-9PM) and run through end of 2ND Public Hearing.
08/07	Finance	Prepare and Print Budget books.

“EXEMPLIFYING EXCELLENCE”

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

BUDGET CALENDAR

08/12	City Council	Special Session Budget Workshop: Submit certified roll and calculations. Submit proposed budget given certified values. Discuss tax rate. If proposed rate will exceed the lower of the effective or rollback rate, vote to place proposal for tax increase on future agenda and schedule public hearings. <i>Must be record vote and although may be left blank going into meeting, must specify desired rate at time of resolution adoption.</i>
08/18	Finance	Provide Notice of Public Hearing On Budget to newspaper. <i>Must publish notice of location, date, and time. Must be published not earlier than the 30TH or later than the 10TH day before the date of the hearing. Optional: Place on website, cable channel (60 seconds, 5 times daily, 7 days, from 7AM-9PM) and run through end of budget hearing.</i>
08/24	Newspaper	Publish Notice of Public Hearing On Budget.
08/25	Finance	Provide Notice of Property Tax Rates to newspaper (must be published by September 1).
08/31	Newspaper	Publish Notice of Property Tax Rates (must be published by September 1).
09/01	Tarrant Appraisal District	Notification of supplemental/last certified roll to tax jurisdictions for billing and collection.
09/08	City Council	Special Session: Public Hearing On Budget. <i>Must be set for date occurring after 15th day after proposed budget filed with City Secretary but before tax rate adoption. Public holiday or weekend not permitted and quorum is required.</i> Special Session: 1ST Public Hearing On Tax Increase (if needed). <i>Announce vote on tax rate, time and location. Must have 2 hearings in addition to Vote On Tax Rate. Public holiday or weekend not permitted and quorum is required.</i>
09/15	City Council	Special Session: 2nd Public Hearing On Tax Increase (if needed). Announce vote on tax rate, time and location. Must have 2 hearings in addition to Vote on Tax Rate. Public holiday or weekend not permitted and quorum is required. Not earlier than 7th day after the 1st Public Hearing.
09/17	Finance	Submit tax rates to Tarrant County & Tarrant Appraisal District.

“EXEMPLIFYING EXCELLENCE”

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

BUDGET CALENDAR

09/19	City Council	Regular: Approve budget (ordinance), vote on tax rate (ordinance) and ratify budget. <i>Vote must take place no less than 3 days and no more than 14 days after the 2ND Public Hearing since website and cable channel required for tax rate. Motion for tax rate requires special language and ordinance requires special language in larger type. Must be record vote on tax rate. Publish special language on website and cover page of budget book after adoption. Must adopt tax rate 60 days after certified roll is received or by Sep 30.</i>
09/30	City Council/Finance	Last day to adopt budget. Provide adopted tax rates to Tarrant County Tax Office and Tarrant Appraisal District.
10/01	Tarrant Appraisal District	Notification of supplemental/last certified roll to tax jurisdictions for billing and collection.
10/25	MMD Board	Approve tax assessment and levy.



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - A.

I. Subject:

Consider approval of minutes from February 15, 2016 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 Meeting Minutes - February 15, 2016	2-15-16.pdf
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KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
February 15, 2016
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 5:30 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. Review the Comprehensive Annual Financial Report

Greg Schropshire, CPA with Pattillo, Brown & Hill, LLP provided a summary of the Comprehensive Annual Financial Report for 2015 for Council consideration.

B. Discuss the proposed mixed use development by OM Housing

City Manager Bob Hart stated that this item Concerns the proposed mixed-use development at Kennedale Sublett Road and Kennedale Parkway.

City Planner Rachel Roberts stated that this agenda item will include a presentation by OM Housing to consider and discuss the proposed mixed-use development. She added that the development will have a small portion of retail along Kennedale Parkway, with townhomes or offices and apartments on Kennedale Sublett Road. Financing for the apartments will be through a tax credit program, while the remainder is through conventional means. In order for the developer to participate in the tax credit program, they must provide a resolution of support from the City. The resolution of support will be presented later in the agenda. Rachel provided some historical background and current housing cost for the area. In closing, she added that this project would provide affordable housing for the Kennedale community.

Deepak Sulakhe, President and CEO for OM Housing provided a power point presentation and overview for the Village at Hammack Creek project. Mr. Sulakhe stated that he was dedicated to working with the City and addressing all citizen concerns. Discussion ensued with questions from Council members.

C. Discussion of items on regular agenda

No items were discussed at this time.

III. REGULAR SESSION

Mayor Johnson opened the regular session at 7:02 p.m.

IV. ROLL CALL

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

Absent: None

V. INVOCATION

Greg Adams, Pastor of Covenant Life Baptist Church gave the invocation.

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

VIII. VISITOR/CITIZENS FORUM

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

There was no one present requesting to speak.

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

Councilman Charles Overstreet stated that he and Liz Carrington attended the Village Creek/Lake Arlington Watershed Protection Project meeting in Everman. He noted that they talked about how the watershed protection plan was put together, along with the initiatives to improve the water system and the clean-up of Village Creek. They will meet again in March.

Councilman Frank Fernandez stated that the Southeast Tarrant Transportation Partnership (SETT) will have a meeting tomorrow concerning the extension of US287.

Councilman Kelly Turner stated that he attended the Emergency Preparedness Planning Council (EPPC) meeting last week. He added that \$1.8 million has been earmarked for the region for emergencies, with some of those funds going to the recovery efforts for the tornado victims in Garland. Additionally, he noted that he was appointed as Vice-Chair to the Committee.

Councilwoman Liz Carrington stated she also attended the Village Creek Watershed Protection meeting with Charles Overstreet; adding that the EPA and TECQ were also in attendance. She noted that everyone is invested in restoring Village Creek to its natural state so it can be used for recreational activities.

B. Updates from the Mayor

Mayor Brian Johnson stated that he and Bob Hart visited the UTA Urban Planning Department regarding the Kennedale Park Master Plan; he noted that they will be helping with the update of the plan.

C. Updates from the City Manager

City Manager Bob Hart stated that the City is working with Geophysical Union on the technical exchange program. This program is where the academic community looks for technical projects to support; the City interviewed with them today regarding the Village Creek Project. If selected, they will voluntarily assist with achieving the City's plans for Village Creek.

X. MONITORING INFORMATION

A. Monthly Financials - January 2016

B. Executive Limitations

C. Ends Review - Balanced Scorecard

Monitoring information updates are in the agenda packet for review.

XI. INCIDENTAL ITEMS

A. 2014 Comprehensive Annual Financial Report (CAFR) Award

Finance Director Krystal Crump informed the Council that the City received the Comprehensive Annual Financial Report (CAFR) Award for 2014; she noted that this was the 11th consecutive year to receive the award.

B. Review the 2015 Police Activity Reports regarding crime statistics and use of force

Police Chief Tommy Williams provided Council with an overview of the 2015 Police Activity Report. He noted that use-of-force had a significant drop from last year, and that officers now have the option to carry a taser or pepper guns. In closing, he stated that they tracked thefts this year and out of 108 offenses, 57 were completely preventable. He hopes to provide public educational information on the City webpage on preventive measures

XII. REQUIRED APPROVAL ITEMS (CONSENT)

All matters listed under required approval 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 minutes from January 18, 2016 meeting

B. Consider approval of Resolution 480 calling the General Election for May 7, 2016

Motion To approve all required approval Items on (Consent) agenda. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.

Motion passed Unanimously

XIII. DECISION ITEMS

A. Consider approval of Resolution 478 supporting OM Housing's application for housing tax credit for the proposed Village at Hammack Creek project

City Planner Rachel Roberts stated that OM Housing has expressed an interest in developing a mixed-use development on a 16-acre site at Kennedale Parkway and Sublett Road, which is consistent with the Comprehensive Land Use Plan. She stated that this project would be financed through both conventional means and tax credit housing programs; Rachel added that this is not the Section 8 Housing Tax Credit Program.

Rachel pointed out that this is a Resolution of Support for the project and would allow it to move forward through the application process and does not give approval of the project. Additionally, she provided some historical background and current housing cost for the area; adding that this project would provide affordable housing for our community.

Jason Lane, Director of Acquisitions for OM Housing provided a brief overview of the project and noted that they are award winning developers, who strive to provide top of the line developments. Mr. Lane stated that they are requesting a Resolution of Support from the City, which is due to the State by March 16, 2016.

Mayor Johnson stated that there can be no discussion without a motion on the table.

Motion To defer action on this item for future consideration. **Action** Deferred, **Moved By** Michael Walker, **Seconded By** Kelly Turner.

Motion to defer passed Unanimously

Mayor Johnson stated that there is no public hearing; however, for the record, he read aloud those present who were opposed to the development:

Kathy Brown, 808 Shady Bend Drive; Cheryl Pond, 606 Hilltop Court; Josh Bryant, 1006 Bell Oak Drive; Azam Shaikh, 800 Shady Bend Drive; and Rasik Patel, 912 Shady Creek Drive. Also present representing Kennedale ISD was Joe Taylor, 604 Bluebonnet Lane.

B. Conduct a Public Hearing to consider authorizing funding participation with Tarrant County Community Development and Housing for the 42nd Year Community Development Block Grant (CDBG) Project for sanitary sewer improvements on Dick Price Road

Larry Ledbetter provided an overview of the sanitary sewer project on Dick Price Road to be submitted for the 42nd Year Community Development Block Grant (CDBG). Larry stated that part of the application process requires the City to authorize the project and pledge any funds that may exceed the HUD grant for the design and construction of the project. The estimated engineering and construction cost of the project is \$213,640 and the City's participation and matching amount is estimated at \$48,640.

Public Hearing:

Mayor Johnson opened the public hearing.

There was no one present requesting to speak.

Mayor Johnson closed the public hearing.
Motion for approval made was made on agenda item XIII - C.

C. Consider approval of Resolution 482 authorizing funding participation with Tarrant County Community Development and Housing for the 42nd Year Community Development Block Grant (CDBG) Project for sanitary sewer improvements on Dick Price Road

There was no additional discussion on this item. Larry Ledbetter stated that staff recommends approval of Resolution 482, to authorize funding participation in the CDBG program.

Motion To approve Resolution 482, authorizing funding participation with Tarrant County for the 42nd Year Community Development Block Grant (CDBG). **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet.

Motion passed Unanimously

D. Consider approval of Ordinance 590 calling a Charter Amendment Special Election for May 7, 2016

John Clark, Charter Review Committee Chair provided an overview of the activities of the Committee. Mr. Clark stated that the Review Committee has been working on the charter updates for the last four months. He stated that the technical changes are necessary because of changes in due dates set by the State. The major issues include organizational components in the City Secretary's position; and the extension of term lengths for City Council members. He stated that overall the Charter is in good shape.

Motion To approve Ordinance 590 calling a Charter Amendment Special Election. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Liz Carrington.

Motion passed Unanimously

E. Consider approval of Resolution 479 authorizing TCAP to negotiate an extension to the current electric supply agreement and approving TCAP contracting with Next Era and authorizing the City Manager to sign an electric supply agreement

Finance Director Krystal Crump stated that the City is currently under contract through 2018 with TCAP and are requesting to extend the contract through 2022. She added that the City has an extremely high load factor and staying with TCAP will help us to stabilize the rate.

Motion To approve Resolution 479 authorizing the TCAP contract extension. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Kelly Turner.

Motion passed Unanimously

F. Consider acceptance of the 2015 Comprehensive Annual Financial Report (CAFR)

A presentation of the 2015 Comprehensive Annual Financial Report (CAFR) was provided by Greg Schropshire, CPA with Pattillo, Brown & Hill, LLP during the work session. Finance Director Krystal Crump provided a brief summary of the presentation.

Motion To approve the 2015 Comprehensive Annual Financial Report. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet.

Motion passed Unanimously

XIV. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 8:15 p.m.

A. The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and the following items:

1. Land use amortization (6727 Hudson Village Creek Road)
2. Floodplain amortization and remediation

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

Mayor Johnson reconvened into open session at 8:55 p.m.

A. Consider approval of Resolution 481 authorizing the Board of Adjustment to initiate amortization proceedings on property at 6727 Hudson Village Creek Road

Motion To approve Resolution 481 authorizing the Board of Adjustment (BOA) to initiate amortization proceedings at 6727 Hudson Village Creek Road. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Michael Walker.

Motion passed Unanimously

XVI. ADJOURNMENT

Motion To adjourn the February 15, 2016 regular City Council meeting. **Action** Adjourn, **Moved By** Kelly Turner, **Seconded By** Liz Carrington.

Motion passed Unanimously

The meeting was adjourned at 8:00 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - B.

I. Subject:

Consider approval of minutes from the March 4, 2016 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 - March 4, 2016	3-4-16 Special.pdf
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KENNEDALE CITY COUNCIL
MINUTES
SPECIAL MEETING
March 4, 2016
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

SPECIAL SESSION - 3:30 PM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 3:28 p.m.

II. ROLL CALL

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

Absent: None

III. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 3:30 p.m.

A. The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and the following items:

1. Acquisition of right-of-way at 5760 Kennedale Parkway
2. Acquisition of parkland 6727 Hudson Village Creek Road

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

Mayor Johnson reconvened into open session at 4:30 p.m. and adjourned the meeting.

V. ADJOURNMENT

The meeting was adjourned at 4:30 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary

Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - C.

I. Subject:

Approval of city-developer agreement for Kennedale Seniors Addition

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

As part of approving final plats, city code requires approval of a city-developer agreement. This agenda item is to consider approval of the agreement between the City of Kennedale and the developer of Kennedale Seniors LTD Addition (located on Kennedale New Hope Rd). 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 other improvements, as well as the bonds we require a developer to have.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Kennedale Seniors LTD Development Agreement	Developer Agreement - Kennedale Seniors (DRAFT) 3-17-16.pdf
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CITY OF KENNEDALE
DEVELOPER'S AGREEMENT
FOR THE
Kennedale Seniors, LTD Addition

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into on the 21st day of March, 2016, between the City of Kennedale, Texas, hereinafter referred to as the "CITY", and Kennedale Seniors, LTD, 4500 Carter Creek, Suite 101, Bryan, TX 77802, mailing address of P. O. Box 3189, Bryan, TX 77805, hereinafter referred to as the "DEVELOPER."

WHEREAS, the DEVELOPER has requested the CITY to permit the platting and/or ADDITION of a tract of land known as Kennedale Seniors, Ltd Addition (the "Addition"); and

WHEREAS, the CITY has approved such platting and/or ADDITION 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.

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 set, bond, 24" x 36" or 22" x 34";
3. One FULL PDF set;
4. 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.

C. CONSTRUCTION BONDS OR LETTER OF CREDIT IN LIEU

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. *LETTER OF CREDIT IN PLACE OF PERFORMANCE BOND AND PAYMENT BOND*

In lieu of a performance bond, DEVELOPER shall provide to CITY a letter of credit in an amount equal to one hundred and ten percent (110%) of the total contract price 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 the construction for the protection of the CITY against any improper execution of the work or the use of inferior materials and also assuring payment of all costs for all labor, materials, and equipment used in the construction of the improvements.

2. *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 ADDITION 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 any inspections associated with the issuance of any building permit other than a plumbing rough-in inspection. 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. The DEVELOPER shall be responsible for the construction and installation of all required street lighting as provided in the plans.

E. PUBLIC ACCESS ROAD

A public access road connecting the ADDITION to Kennedale New Hope Road and meeting City standards shall be installed by the DEVELOPER at an approved location through Sonora Park before a final inspection for the ADDITION shall be approved. This access road will provide a secondary means of ingress to and egress from the ADDITION.

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 any inspections associated with the issuance of any building permit other than a plumbing rough-in inspection. Issuance of a building permit prior to acceptance of water and related improvements

authorizes work associated with a plumbing rough only; no work beyond the plumbing rough will be authorized and no additional inspections on any buildings will be conducted by the CITY until the water and related improvements have been accepted by the CITY. 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 any inspections associated with the issuance of any building permit other than a plumbing rough-in inspection. Issuance of a building permit prior to acceptance of sanitary sewer improvements authorizes work associated with a plumbing rough only; no work beyond the plumbing rough will be authorized and no additional inspections on any buildings will be conducted by the CITY until the sanitary sewer improvements have been accepted by the CITY. The Developer will be responsible for maintaining the sewer system.

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 any inspections associated with the issuance of any building permit other than a plumbing rough-in inspection. Issuance of a building permit prior to acceptance of drainage improvements authorizes work associated with a plumbing rough only; no work beyond the plumbing rough will be authorized and no additional inspections on any buildings will be conducted by the CITY until the drainage improvements have been accepted by the CITY. 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 Developer will be responsible for maintaining the drainage facilities.

4. ACCEPTANCE OF UTILITIES AND AUTHORIZATION TO PROCEED WITH CONSTRUCTION

The CITY understands the ADDITION will be constructed on two separate lots. The CITY agrees that if all utilities are installed and accepted by the CITY on one lot but are not yet accepted on the other lot, additional construction work will be authorized through the building permits and associated inspections may be conducted, provided, however, that all required ingress and egress points to serve the completed lot have also been constructed and accepted by the CITY.

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 if the ADDITION is not completed by December 31, 2017, 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. ISSUANCE OF BUILDING PERMITS

Approval the final plat and associated plans will authorize the CITY to issue building permits for the ADDITION.

H. FEES TO BE PAID BY THE DEVELOPER

1. PLAT FEES

The DEVELOPER has paid the CITY the required final plat application fee and engineering review 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. Upon City acceptance of the public and private infrastructure improvements, the Developer is to submit to the City all approved change orders related to the public and private infrastructure improvements.

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

4. *IMPACT FEES*

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

5. *PARK FEES*

Required park fees (in lieu of dedication of park land) shall be paid by the DEVELOPER before construction of the public improvements. The park fee dedication fee is calculated as \$1,200.00 per residential unit. However, CITY notes that the DEVELOPER has agreed to donate to the CITY a portion of its property within the floodplain for future use as a city park in recognition of the CITY agreeing to allow construction of a public access road through a city park connecting the ADDITION with an existing public street. The DEVELOPER has secured an independent appraisal that calculates this floodplain property as having a value of \$140,000. The ADDITION will have 136 residential units. The park dedication fee for the ADDITION is therefore calculated to be a total of \$23,200 (\$163,200-\$140,000=\$23,200).

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 ADDITION 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 ADDITION 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 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. *CONSTRUCTION AND ONCOR EASEMENT*

DEVELOPER shall submit adequate documentation to the CITY demonstrating that the DEVELOPER has obtained an easement across Oncor property for a roadway internal to the ADDITION to connect the north and south portions of the property. The DEVELOPER shall also submit adequate documentation to the CITY demonstrating that the DEVELOPER has permission from Oncor to work around, over, or under the easement, as needed, to construct the improvements as shown in the construction plans. Such documentation shall include, at a minimum, a written authorization from Oncor, submitted on official letterhead from Oncor, and signed by an official with authority to grant any permissions needed.

8. *ADDRESSES*

DEVELOPER shall submit to the CITY addresses for each platted lot within

the Addition. The addresses shall be submitted in a table format, with the lot and block number listed for each address.

J. FINAL ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE

The CITY will not issue a Letter of Acceptance until the Addition's public and private 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. PROPORTIONALITY

DEVELOPER agrees that the dedication, construction and payments made pursuant to, or referenced in, this Agreement are roughly proportionate to the impact DEVELOPER's ADDITION will have on CITY facilities, including public infrastructure and the CITY's park system. DEVELOPER also acknowledges and agrees that the prerequisites to such a determination of rough proportionality have been met, and that the dedication, construction and payments under this Agreement are related both in nature and extent to the impact of the ADDITION. DEVELOPER waives any requirement that the CITY retain a professional engineer to review and determine that the exactions required by the CITY in this Agreement are roughly proportionate as required by Section 212.904, Texas Local Government Code. DEVELOPER further waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code. DEVELOPER further acknowledges that the benefits of platting and site planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and DEVELOPER acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS TOWN FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S SUCCESSORS, ASSIGNS, GRANTEEES, TRUSTEES OR REPRESENTATIVES, BROUGHT PURSUANT TO THIS AGREEMENT OR THE CLAIMS OR TYPES OF CLAIMS DESCRIBED IN THIS PARAGRAPH.**

P. 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.

Q. 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.

R. TERMINATION AND RELEASE

If this Agreement has been filed in the county records, upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all construction requirements of this Agreement, the CITY will execute a release of the DEVELOPER's construction obligations under this Agreement 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 to be effective as of the date hereinabove first mentioned.

DEVELOPER: Kennedale Seniors

Emanuel Glockzin
P. O. Box 3189
Bryan, TX 77805
972-846-8878
emanuel@edgproperties.net

By: _____
Emanuel Glockzin

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 Emanuel Glockzin, 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 Kennedale Seniors, LTD and that he executed the same on behalf of said entity for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2016.

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: March 21, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - D.

I. Subject:

Consider approval of an Interlocal Agreement with Tarrant County for assistance in the reconstruction of True Gunn Road/Caylebaite Street/Municipal Drive, and authorize the City Manager to execute the agreement

II. Originated by:

III. Summary:

The budget provided for the reconstruction of True Gunn Road, Caylebaite Street, and a portion of Municipal Drive through an interlocal government agreement with Tarrant County. This agreement is the same as prior agreements with the city purchasing material and the county providing labor and equipment for construction.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Tarrant County Interlocal Agreement	Tarrant County Interlocal Agreement.pdf
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THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Kennedale ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance in the reconstruction of: 400 x 18 feet of True Gunn Road, 560 x 21 feet of Caylebaite Street, and 840 x 21 feet of Municipal Drive from Broadway to 3rd Street (collectively referred to as the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project. The reconstruction will consist of the following:

- 1.1 Stabilize and compact sub-grade at a depth of ten (10) inches;
- 1.2 Apply asphalt emulsion prime coat;
- 1.3 Place and compact three (3) inches of Type B Hot Mix Asphalt Concrete; and
- 1.4 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this Project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project.
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost

(including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

- 2.7 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction.
- 2.8 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project.
- 2.9 CITY will provide any soil lab testing needed for the Project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for maintenance and repairs of True Gunn Road, Caylebaite Street, and Municipal Drive.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If necessary, the CITY will furnish flag persons.
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the Project or September 30, 2016, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

11. DISCLOSURE

The CITY acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

TARRANT COUNTY, TEXAS

CITY OF KENNEDALE

COUNTY JUDGE

Authorized City Official

Date: _____

Date: _____

COMMISSIONER, PRECINCT 2
Andy Nguyen

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (CONSENT) - E.

I. Subject:

Consider authorizing the City Manager to negotiate a contract for electric supply

II. Originated by:

III. Summary:

Staff has reviewed proposals from Texas Energy and TCAP. The initial option selected did not have enough participants to qualify for a contract. Staff is continuing to work with both companies to select a provider with the best rates available. But the quoted numbers and options change daily. Thus, this item has been placed on the agenda so staff can finalize a contract over the week.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: REQUIRED ITEMS - F.

I. Subject:

CASE # PZ 15-17 Consider approval of a final plat requested by Emanuel Glockzin for 332-370 S. New Hope Rd, more particularly described as an approximately 23-acre tract in the C. B. Teague Survey A 15-06 and Robert C. Richey Survey A-1358, Tarrant County, Texas, conveyed from C D Fincher Estate to Emanuel Glockzin as recorded in instrument number D215220118. A preliminary plat was approved in November 2015.

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

Request: Final Plat, Kennedale Seniors, Ltd Addn

Location: Kennedale New Hope Rd, immediately south of (adjacent to) Sonora Park

Applicant: Emanuel Glockzin

Timeline:

12/11/2015	Plat application submitted without all applicable fees
12/14/2015	Fees paid
12/22/2015	Plat application deemed incomplete (some plans or information missing); comments sent to applicant based on preliminary City review begun of plans that were submitted with the plat application
1/8/2016	Revised/completed plans submitted to the City for review; review not yet completed as of 1/15, but some preliminary comments were sent to the applicant's engineers
1/14/2016	Revised plat drawing submitted
1/22/2016	Additional comments provided to applicant
1/22 - 2/5/2016	Revised plans submitted
1/26/2016	Comments given to applicant
2/4/2016	Meeting with applicant/applicant's engineers and Public Works staff/city engineers
2/5/2016	Deadline for submitting revised plans; plans not submitted
3/1/2016	Revised plans submitted by applicant's engineers
3/11/2016	Comments given to applicant, additional revisions requested

Background.

The Commission approved a preliminary plat for Kennedale Seniors, Ltd Addn in November of last year. The property is zoned as a planned development district.

Application requirements.

Applications for a final plat shall include a plat drawing, a drainage study, and engineering/construction drawings. In addition, final plats require a city-developer agreement, which will be brought forward for

approval by City Council at a later date.

Staff Review and Recommendation.

City staff and our engineers reviewed the preliminary plat for compliance with the comprehensive plan and with city standards and regulations.

Compliance with the comprehensive land use plan.

The Future Land Use Plan shows this area to be within a Neighborhood character district.

Excerpt from comprehensive plan:

This district is primarily residential in nature. Neighborhoods should have defined boundaries, a clear center, and be easily accessible to day-to-day goods and services...The center of a neighborhood should be a civic, public, or community use in which people can come together—such as a park, school, or neighborhood amenity center.

The proposed plat is for residential use that includes community gathering places, and staff therefore considers the plat to be in compliance with the comprehensive land use plan.

Compliance with city regulations.

In addition to being in compliance with the comprehensive land use plan, plats must also comply with all applicable city regulations. These regulations include the subdivision design regulations, the Public Works design manual criteria for public improvements, and the zoning ordinance governing the planned development district. In addition, the final plat must substantially conform to the preliminary plat.

City staff and the consulting engineers have reviewed the proposed plat and construction plans for compliance to these regulations. We have given comments to the developer's engineers, and they have revised the plans and resubmitted, along with plans that had been missing from the original application and therefore not reviewed with the original submittal. Public Works staff and our engineers are now reviewing the revised plans to ensure compliance with city requirements. Based on initial reviews, thought, the plans do not appear to meet our requirements, and it is likely that staff will recommend denial of the final plat. However, we will have a final recommendation for you at the Commission meeting.

Recommendation by the Planning & Zoning Commission.

The Planning & Zoning Commission considered the plat at its January meeting. The plans did not meet city requirements, and therefore staff recommended disapproval. The Commission agreed and forwarded a recommendation to deny the plat.

Staff Recommendation.

Since the Planning & Zoning Commission's meeting in January, the applicant's engineers have made significant changes to the plan set and are close to meeting city requirements. As of 3/15/2016, however, the plans still do not meet city requirements, and our engineers have requested an additional revision to the plans. The changes are significant enough for the plat to be denied if the changes are not made by the time the Council considers the plat. However, since there are only a few changes left to be made, the revisions might be made in time for the Council meeting. Staff will be able to update the Council at the meeting on 3/21.

Action by the City Council.

After the City Council has reviewed the plat, the Council may either:

- (1) Approve the plat as presented;
- (2) Disapprove the plat.

If you disapprove the plat, it will be returned to the Planning & Zoning Commission.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Oncor easement document	Access_Easement_Exhibits.pdf
2.	Staff comments on Kennedale Seniors final plat	staff comments PZ 15-17 final plat.pdf
3.	Engineer comments on Kennedale Seniors final plat application	20151221 Senior Living Facility - Civil Comments - letter.pdf
4.	Plat drawing PZ 15-17	latest version for Council C1.00 FINAL PLAT.pdf

ACCESS EASEMENT

E-0000282630

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TEXAS §

That **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, hereinafter referred to as Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it in hand paid by **Patricia Ann Fincher, Mica Lane Fincher a/k/a Mica Useleton, Misti Luan Fincher, now known as Misti Luan Fincher Oakes and Shane Carroll Fincher** hereinafter referred to as Grantee, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto said Grantee two nonexclusive 50 foot wide easement and right of way for the purpose of constructing, maintaining and operating **two access drives**, hereinafter referred to as Grantee's Facility, in, over, under, across and along the following described property:

SEE ATTACHED EXHIBITS "A" and "B" (which is made a part hereof)

Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during operation and construction and at the conclusion of such construction remove all debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Additional general construction limitations on easement are described and listed, but not limited to, in **Exhibit "C"**, attached hereto and by reference made a part hereof. Use of draglines or other boom-type equipment in connection with any work to be performed on Grantor's property by the Grantee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen feet of Grantor's power lines situated on the aforesaid property. Grantee must notify Grantor's Fort Worth Transmission Office, 817-496-2746, 48 hours prior to the use of any boom-type equipment on Grantor's property except in an emergency. Grantor reserves the right to refuse Grantee permission to use boom-type equipment.

Grantee shall locate said Grantee's Facility within the easement so as not to interfere with any of Grantor's facilities. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its facilities located on or near the easement that Grantor, in its sole discretion, determines are subject to interference from the said Grantee's Facility or from the exercise by Grantee of any of its rights hereunder.

Return to:
Oncor Electric Delivery Company
Right of Way Services
Attn: Laura DeLaPaz
115 W. 7th Street, Suite 505
Fort Worth, TX 76102

This easement is granted upon the conditions that Grantee's Facility to be constructed shall be maintained and operated by Grantee at no expense to Grantor and Grantor shall not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the Grantee's Facility.

Grantor shall not be liable to Grantee for any damage to said easement or Grantee's Facility or other contents thereof. Grantee understands that its Facility will be constructed and operated near electric utility lines of Grantor and, accordingly, it is the intent of Grantee and Grantee expressly agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, costs, expenses, losses, demands, judgments and causes of action, including all reasonable litigation expenses and attorneys' fees, by whomever brought, arising out of or incident to the construction, maintenance, operation, repair or replacement of Grantee's Facility or Grantee's performance or failure of performance under the Easement, regardless of any cause or fault or negligence (including sole, joint, concurrent or gross) of Grantor, and Grantee further expressly agrees to indemnify and hold harmless Grantor for any claim resulting from Grantor's own negligence or fault.

Grantee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Grantee's use thereof.

This easement, subject to all liens of record, shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use. Upon termination of this easement or right of way for any reason, Grantee shall remove its Facility and restore the property hereinabove described to the same condition that such property was in at the beginning of the term of this agreement, ordinary wear and tear for the purpose herein authorized excepted.

Grantee shall not assign this easement without the prior written consent of Grantor.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the same shall be abandoned for use by the Grantee for the purpose herein stated, then and thereupon this conveyance shall be null and void and the use of said land and premises shall absolutely revert to Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

EXECUTED as of this 25th day of June, 2015.

GRANTOR:

Oncor Electric Delivery Company llc

By: _____

Dennis L. Patton
Attorney-in-Fact

GRANTEE:

Patricia Ann Fincher

Mica Lane Fincher a/k/a Mica Useleton

Misti Luan Fincher now known as Misti Luan Fincher Oakes

Shane Carroll Fincher

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: Shane Carroll Fincher acting by and through
my agent in fact ~~Misti Luan Fincher Oakes~~ Mica Lane Fincher Useleton SCF by Mica MLFO

Signature: _____

STATE OF Texas

§
§
§

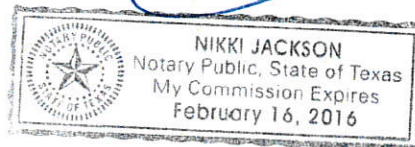
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared **Patricia Ann Fincher, Mica Lane Fincher a/k/a Mica Useleton, Misti Luan Fincher now known as Misti Luan Fincher Oakes and Shane Carroll Fincher** as the land owners, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and they are authorized to do so.

** acting by and through my agent in
for Mica Lane Fincher Useleton*

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of JUNE, A.D.2015.


Notary Public in and for the State of Texas



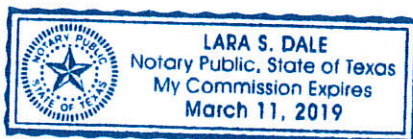
STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Dennis L. Patton, Attorney-in-Fact of **ONCOR ELECTRIC DELIVERY COMPANY LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Oncor Electric Delivery Company LLC, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of JUNE, A.D.2015.




Notary Public in and for the State of Texas

Exhibit A

Being 0.309 acres of land located in the C.B. Teague Survey, Abstract No. 1506, Tarrant County, Texas, being a portion of the tract of land described in the deed to Texas Electric Service Company, recorded in Volume 3953, Page 36, Deed Records, Tarrant County, Texas. Said 0.309 acres of land being more particularly described as follows:

BEGINNING at a point in the North line of said Texas Electric Service Company tract, lying S89°54'30"W 297.90 feet from a 1/2" iron rod stamped "Beasley RPLS 4050" set at the Northeast corner of said Texas Electric Service Company tract;

THENCE S00°32'40"W, a distance of 118.07 feet to a point at the beginning of a curve to the right, having a radius of 225.00 feet, a central angle of 15°41'28" and a chord bearing S08°23'24"W 61.43 feet;

THENCE Southerly, along said curve to the right, a distance of 61.62 feet to a point;

THENCE S16°14'08"W, a distance of 47.33 feet to a point at the beginning of a curve to the left, having a radius of 175.00 feet, a central angle of 14°07'15" and a chord bearing S09°10'30"W 43.02 feet;

THENCE Southerly, along said curve to the left, a distance of 43.13 feet to a point in the South line of said Texas Electric Service Company tract, from which a 1/2" iron rod found at the Southeast corner of said Texas Electric Service Company tract bears S88°17'54"E 260.34 feet;

THENCE N88°17'54"W, along said South line, a distance of 50.00 feet to a point at the beginning of a non tangent curve to the right, having a radius of 225.00 feet, a central angle of 14°12'46" and a chord bearing N09°07'45"E, 55.67 feet;

THENCE Northerly, along said curve to the right, a distance of 55.81 feet to a point;

THENCE N16°14'08"E, a distance of 47.33 feet to a point at the beginning of a curve to the left, having a radius of 175.00 feet, a central angle of 15°41'28" and a chord bearing N08°23'24"E 47.78 feet;

THENCE Northerly, along said curve to the left, a distance of 47.93 feet to a point;

THENCE N00°32'40"E, a distance of 117.52 feet to a point in said North line;

THENCE N89°54'30"E, along said North line, a distance of 50.00 feet to the point of beginning, containing 0.309 acres of land.

The bearings recited hereon are oriented to NAD 83, Texas North Central Zone.

Kenneth R. Rogers
Registered Professional
Land Surveyor No. 6066



See 8 1/2" x 11" exhibit attached

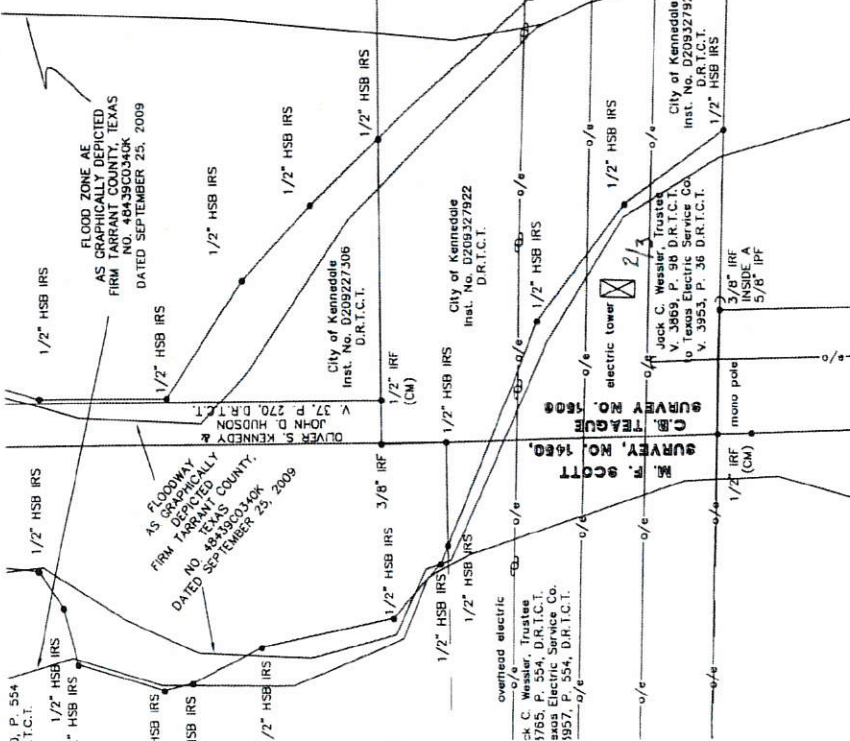
REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. BEASLEY
 LAND SURVEYORS L.P.
 • LAND • TOPOGRAPHIC
 • CONSTRUCTION SURVEYING
 FIRM NO. 1004800
 MARY LANE FINCHER
 P.O. BOX 8973
 FORT WORTH, TEXAS 76124
 TEL: 817-448-0488
 FAX: 817-448-0488
 hbsurvey@texas.com



Kenneth R. Rogers
 Registered Professional
 Land Surveyor No. 6066

LINE	BEARING	LENGTH
L11	S89°54'30"W	237.90
L12	S00°32'40"W	118.07
L13	S16°14'08"W	47.33
L14	N88°17'54"W	50.00
L15	N16°14'08"E	47.33
L16	N00°32'40"E	117.52
L17	N89°54'30"E	50.00
L18	S88°17'54"E	260.34

Zone X



Curve	Delta	Radius	Length	Chord-Dir	Chord
C5	15°41'28"	225.00	61.62	S08°23'24"W	61.43
C6	14°07'15"	175.00	43.13	S09°10'30"W	43.02
C7	14°12'46"	225.00	55.81	N09°07'45"E	55.67
C8	15°41'28"	175.00	47.93	N08°23'24"E	47.78

Prepared from a
 survey on the ground
 December 2014

Based on Bearing - NAD 83 (2011) (Epoch: 2010.0000)
 12a, Tarrant North Central Zone
 Grid Scale Factor = 0.99987292855

See 8 1/2" x 11"
 description attached



SCALE 1"=100'

Survey Map
 of

0.309 Acres of Land
 Located in the
 C.B. Teague Survey
 Abstract No. 1506
 City of Kennedale
 Tarrant County, Texas

Exhibit B

Exhibit A

Being 0.172 acres of land located in the C.B. Teague Survey, Abstract No. 1506, Tarrant County, Texas, being a portion of the tract of land described in the deed to Texas Electric Service Company, recorded in Volume 3872, Page 354, Deed Records, Tarrant County, Texas. Said 0.172 acres of land being more particularly described as follows:

BEGINNING at a point in the North line of said Texas Electric Service Company tract, lying S88°19'20"E 160.32 feet from a 5/8" iron rod found at the Northwest corner of said Texas Electric Service Company tract;

THENCE S88°19'20"E, along said North line, a distance of 50.02 feet to a point;

THENCE South, a distance of 39.00 feet to a point at the beginning of a curve to the left having a radius of 175.00 feet, a central angle of 05°07'13" and a chord bearing S02°33'76"E 15.63 feet;

THENCE Southerly, along said curve to the left, a distance of 15.64 feet to a point;

THENCE S05°07'13"E, a distance of 35.73 feet to a point at the beginning of a curve to the right, having a radius of 225.00 feet, a central angle of 05°39'53" and a chord bearing S02°17'17"E 22.24 feet;

THENCE Southerly, along said curve to the right, a distance of 22.25 feet to a point;

THENCE S00°32'40"W, a distance of 37.62 feet to a point in the South line of said Texas Electric Service Company tract;

THENCE N88°17'54"W, along said South line, a distance of 50.01 feet to a point from which a 1/2" iron rod found at the Southwest corner of said Texas Electric Service Company tract bears N88°17'54"W 169.05 feet;

THENCE N00°32'40"E, a distance of 36.61 feet to a point at the beginning of a curve to the left, having a radius of 175.00 feet, a central angle of 05°39'53" and a chord bearing N02°17'17"W 17.30 feet;

THENCE Northerly, along said curve to the left, a distance of 17.30 feet to a point;

THENCE N05°07'13"W, a distance of 35.73 feet to a point at the beginning of a curve to the right, having a radius of 225.00 feet, a central angle of 05°07'13" and a chord bearing N02°33'37"W 20.10 feet;

THENCE Northerly, along said curve to the left, a distance of 20.11 feet to a point;

THENCE North, a distance of 40.47 feet to the point of beginning, containing 0.172 acres of land.

The bearings recited hereon are oriented to NAD 83, Texas North Central Zone.

Kenneth R. Rogers
Registered Professional
Land Surveyor No. 6066



See 8 1/2" x 11" exhibit attached

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY
LAND SURVEYORS LP.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-448-5488
hbeasley@man.com

P. O. BOX 8873
FORT WORTH, TEXAS 76124



Kenneth R. Rogers
Registered Professional
Land Surveyor No. 6066

John D. Raines
and
Amy L. Raines
Inst. No. D210127788
D.R.T.C.T.

CURVE TABLE			
Curve	Delta	Radius	Chord-Dir
C1	5°07'13"	175.00	S02°33'37"E 15.63
C2	5°39'53"	225.00	S02°17'17"E 22.24
C3	5°39'53"	175.00	N02°17'17"W 17.30
C4	5°07'13"	225.00	N02°33'37"W 20.10

C. D. Fincher
and
Mary Lane Fincher
"First Tract, Parcel No. 1"
V. 6928, P. 119
D.R.T.C.T.

Jeffrey Allen Gonsman
and
Elizabeth Cantu
V. 16052, P. 149
D.R.T.C.T.

JEFFREY A. GONSMAN
and
ELIZABETH CANTU
SURVEY NO. 1260
D.R.T.C.T.

C.B. TEAGUE
SURVEY NO. 1406
D.R.T.C.T.

Texas Electric Service Co.
V. 3841, P. 135
D.R.T.C.T.

C. D. Fincher
and Mary Lane Fincher
"Second Tract"
V. 6928, P. 119, D.R.T.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°19'20"E	160.32
L2	S88°19'20"E	50.02
L3	SOUTH	39.00
L4	S05°07'13"E	35.73
L5	S00°32'40"W	37.62
L6	N88°17'54"W	50.01
L7	N00°32'40"E	36.61
L8	N05°07'13"W	35.73
L9	NORTH	40.47
L10	N88°17'54"W	169.05

Basis of Bearing — NAD 83 (2011)(Epoch: 2010.0000)
Geoid 12A, Texas North Central Zone. Grid Bearings.
Grid Scale Factor = 0.99967292855

NOTE:
No tower number found
on 1st. tower west of
S. New Hope Road

C. D. Fincher
Mary Lane Fincher
"First Tract, Parcel No. 2"
V. 6928, P. 119
D.R.T.C.T.

Exempt Trust
FBO Stephen R.
Hunsaker
Inst. No. D207082608
D.R.T.C.T.

Prepared from a
survey on the ground
December 2014

Survey Map
of
0.172 Acres of Land
Located in the
C.B. Teague Survey
Abstract No. 1506
City of Kennedale
Tarrant County, Texas

Exhibit B

January 5, 2016

Emanuel Glockzin
P. O. Box 3189
Bryan, TX 77800

Staff review of final plat for Kennedale Seniors LTD. Addition

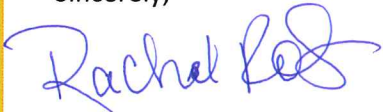
Dear Mr. Glockzin,

City staff have reviewed the final plat drawing and plans for Kennedale Seniors LTD Addition and request the following changes or additions be made. Comments from our engineers and Public Works are listed separately.

- 1) The lot and block numbers on the properties to be platted should be enlarged so that they can be located and read easily.
- 2) The name of the subdivision within the title block should be enlarged to be more easily readable.
- 3) The date in the approval signatures should be changed to 2016.
- 4) Please provide an instrument number for the document referenced in the first paragraph of the metes and bounds description.
- 5) Is Kennedale Seniors now the owner of the property? Tarrant County deed records online do not show a transfer of the property from Emanuel Glockzin to Kennedale Seniors. Please provide a copy (certified copy not required) of the deed conveying the property from Emanuel Glockzin to Kennedale Seniors LTD.

These changes are in addition to any changes required by our public works or fire departments, which were sent in a separate letter dated 12/22/2016. Please note that your application is still considered incomplete, but we have moved ahead with reviewing the plat to ensure processing in a timely manner once the application is deemed complete. Once the application is complete, we may have additional or amended comments based on what is submitted to complete the application.

Sincerely,



Rachel Roberts
Community Development Director

Cc: M J Thomas Engineering



December 22, 2015

Ms. Rachel Roberts
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

RE: Senior Living Center - Civil Plan 1st Review

Dear Ms. Roberts:

We have completed our review of the Senior Living Center engineering plans and final plat submitted on 12/11/15. Please note that the plans appear to be incomplete. The plans do not include storm drain alignments and sizing, whereas the grading plans indicate drainage inlets are needed and the storm drain details indicate that drainage facilities are to be included with the project. Additionally, the plans do not explain how storm water runoff is picked up from the residential properties on the east boundary of the development and conveyed through the site to the drainage channel on the west boundary of the development. Due to the questions raised regarding the storm drain design, we are unable to verify a proposed storm drain system would be out of conflict with the proposed water and sewer facilities and that the storm drain outfalls would avoid negatively impacting the drainage channel. Please note that the absence of the storm drain information with the 1st submittal could result in the need for additional reviews.

The following is a list of our comments and observations from the plan review:

Cover Sheet

1. Add Final Plat to the sheet index and plans.
2. Add Owner information.
3. Add Month, Year to cover.
4. Add Lighting Plan/details to plan set.

Final Plat

1. Add minimum Finished Floors to the two lots being developed.
2. Adjust the line work so the lot lines do not conflict with the metes/bounds text.
3. Provide recording information of access easements across Oncor electric easement.
4. Please provide different line styles for different flood zones (Zone AE vs. Floodway)
5. Move the New Hope Road text out so it is easier to read.
6. Add the document number to the metes and bounds.
7. Add the words "dedicated by separate instrument" to the Access, Drainage and Utility easement.

General Notes, C1.01

1. General notes are too hard to read. Please provide spaces between the lines.
2. General notes state standard waterline depth is 42" which conflicts with notes elsewhere in the plans. Please clarify.



Shield Engineering Group, PLLC

1600 W. 7th St., Suite 200, Fort Worth, TX 76102 • office (817) 810-0696 • fax (844) 273-2180
Email: info@segpllc.com • www.shieldengineeringgroup.com



Demolition Plan, C1.04

1. Coordinate the Demolition plan with the Tree Survey/Tree Preservation plan. Trees being removed and saved need to match on both plans.

Dimension Control Plan, C1.05

1. Please provide dimension of north access drive.
2. Please review the dimension control plan to ensure all proposed elements are tied down. It appears that some side walk and paving may need additional dimensions.

Overall Paving Plan, C1.06

1. Continue paving hatch thru dumpster areas in order to identify paving section.
2. The center island needs to be pulled out of the right-of-way.

Paving Quad 1, C1.07

1. Continue paving hatch thru dumpster areas in order to identify paving section.

Paving Quad 2, C1.08

1. Continue paving hatch thru dumpster areas in order to identify paving section.

Paving Quad 1, C1.09

1. Identify non-labeled dashed line.

Paving Quad 1, C1.10

1. Identify non-labeled dashed lines.
2. Pull island out of right-of-way.
3. It appears that there may be a paving conflict with a power pole. Please clarify.

Grading Quad 1, C1.12

1. It appears that low points have been created in the grading plan, but the plans do not include inlets. Please clarify the plans.
2. Identify limits of grading.
3. Show proposed contours tying into existing contours.
4. Add directional flow arrows.
5. Provide grading spot shot elevations to ensure proper grading.
6. How does storm water runoff exit the proposed development?

Grading Quad 2, C1.13

1. It appears that low points have been created in the grading plan, but the plans do not include inlets. Please clarify the plans.
2. Identify limits of grading.
3. Show proposed contours tying into existing contours.
4. Add directional flow arrows.
5. Provide grading spot shot elevations to ensure proper grading.
6. Please review the grading along the east boundary line. It appears that existing trees may be saved if the grading can be revised.





Grading Quad 3, C1.14

1. It appears that low points have been created in the grading plan, but the plans do not include inlets. Please clarify the plans.
2. Identify limits of grading.
3. Show proposed contours tying into existing contours.
4. Add directional flow arrows.
5. Provide grading spot shot elevations to ensure proper grading.

Grading Quad 4, C1.15

1. It appears that low points have been created in the grading plan, but the plans do not include inlets. Please clarify the plans.
2. Identify limits of grading.
3. Show proposed contours tying into existing contours.
4. Add directional flow arrows.
5. Provide grading spot shot elevations to ensure proper grading.

Grading Quad 5, C1.16

1. Identify limits of grading.
2. Show proposed contours tying into existing contours.
3. Add directional flow arrows.
4. Provide grading spot shot elevations to ensure proper grading.

Grading Quad 6, C1.17

1. Identify limits of grading.
2. Show proposed contours tying into existing contours.
3. Add directional flow arrows.
4. Provide grading spot shot elevations to ensure proper grading.

Grading Quad 7, C1.18

1. Identify limits of grading.
2. Show proposed contours tying into existing contours.
3. Add directional flow arrows.
4. Provide grading spot shot elevations to ensure proper grading.

Utility Plan, C1.19

1. Identify / Label lines.

Water Plan North, C1.20

1. Please provide each building with its own meter and service.
2. Add legend.
3. Provide at least 2 benchmarks.
4. Add pigging plan (locations of pig insert and cleaning wye's.)
5. Call out paving repair at New Hope Road.

Water Plan South, C1.21

1. Please provide each building with its own meter and service.
2. Add legend.
3. Provide at least 2 benchmarks.
4. Add pigging plan (locations of pig insert and cleaning wye's.)
5. Call out paving repair at New Hope Road.





6. Label lines.

Sanitary Sewer Plan-North, C1.24

1. Add legend.

Sanitary Sewer Plan-South, C1.25

1. Add legend.
2. Complete sewer service call outs.
3. Label Lines.

Existing Drainage Area Map, C1.28

1. Add existing contours.
2. It appears some flow arrows may be pointed in wrong direction.
3. Add flow arrow to legend.

Proposed Drainage Area Map, C1.29

1. Show proposed contours.
2. Add more flow arrows to clarify proposed drainage patterns.
3. No underground storm drain is shown. How does runoff exit the property?

Sediment Control Plan, C1.31

1. The plan calls for inlet protection, but the plans do not show inlets or a storm drain system. Please clarify.

Paving Details, C2.02

1. Details appear to conflict. Please clarify.

Paving Details, C2.03

1. It appears there are redundant details shown previously in the plans. Please verify and remove redundant details.
2. It appears that some of the information on the paving profile contradicts the paving detail shown on sheet C2.02. Please review and clarify.

Embedment Details, C2.06

1. Are the pavement repair details needed? The standard City details have been added on C2.07 and C2.08. If additional information is shown on C2.06 details, then verify details do not conflict.

Water Details, C2.09

1. Revise water service detail to show 1" service with $\frac{3}{4}$ " angle stops.

Sanitary Sewer Details, C2.11

1. All new manholes need 30" lids.
2. All new manholes require exterior mastic coating.

Storm Drain Details, C2.12

1. All new manholes need 30" lids.

General Comments:

1. The Traffic Control Plan may be provided by the contractor; however, the plan must be approved prior to construction. Please allow for 10-15 days of review time for the Traffic Control plan.





2. Per comments provided during the preliminary plat review, water and sewer studies must be submitted.
3. Identify locations of fire lane and call out fire lane marking.
4. The tree survey which was previously submitted will need to match the demolition plan that was submitted with this plan set prior to plan approval.
5. The landscape plan previously submitted will need to be approved prior to plan approval.
6. If a detail shown in the plans is not required for the development, please remove the detail from the plan set.
7. Per the Senior Living Facility PD ordinance, ornamental lighting is to be a part of the project. Please provide a plan and details.

Please feel free to contact me with any questions or comments at 817.810.0696

Sincerely,

A handwritten signature in red ink, appearing to read 'Mike Bennett'.

Mike Bennett, P.E.
Shield Engineering Group, PLLC



Shield Engineering Group, PLLC

1600 W. 7th St., Suite 200, Fort Worth, TX 76102 • office (817) 810-0696 • fax (844) 273-2180
Email: info@segpllc.com • www.shieldengineeringgroup.com



STAFF REPORT TO THE BOARD OF DIRECTORS

Date: March 21, 2016

Agenda Item No: DECISION ITEMS - A.

I. Subject:

Update Future Transportation Plan in the Comprehensive Land Use Plan

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

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

After the new comprehensive land use plan was adopted in March 2012, the city adopted a master plan for the Oak Crest area in August 2012. This Employment Center Master Plan was based on the comprehensive plan but provided a more detailed vision for the Oak Crest neighborhood than could be established through the larger, more comprehensive Future Transportation Plan. A major component of the master plan is the realignment of Oak Crest Drive so that the roadway will line up with Gilman Rd, which is now located slightly to the south of the Oak Crest Dr intersection with Kennedale Pkwy.

City staff would like to include this realignment in the upcoming five-year capital improvement program (to be considered by City Council in the upcoming budget year), but in order for the project to be included, it must be shown on the Future Transportation Plan. City Council has already given approval to the concept of the realignment through adopting the Employment Center Master Plan, so city staff recommends updating the Future Transportation Plan so that both plans are consistent with each other and with the city's vision. Specifically, staff recommends updating the map shown on page 6-3 of the comprehensive plan. We have asked Halff Associates, the consultants who produced the comprehensive plan, to provide a revised page, which is attached to this report for your consideration.

Planning and Zoning Commission Recommendation.

The Planning & Zoning Commission considered this item on its March agenda and held a public hearing. No one spoke at the public hearing. The Commission voted to recommend approval.

IV. Notification:

V. Fiscal Impact Summary:

VI. Legal Impact:

VII. Recommendation:

Approve

VIII. Alternative Actions:**IX. Attachments:**

1.	Ordinance 595	Comp Plan update ordinance (revised by W Olson) Mar 2016 -- O595.pdf
2.	Page 6-3, Comprehensive Land Use Plan (Future Transportation Plan)	updated Page 6-3 (65 of 84) of Kennedale comp plan.pdf

ORDINANCE 595

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF KENNEDALE BY UPDATING THE FUTURE TRANSPORTATION PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR 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, in order to effectively plan for infrastructure and long-range development of the City, and to deliver city services adequate to serve the citizenry of the City of Kennedale, the City has previously adopted a Comprehensive Plan; and

WHEREAS, it is necessary to amend the future transportation plan element of the Comprehensive Plan in order to revise the Thoroughfare Plan Map to reflect transportation goals, objectives and policies for future development within the City; and

WHEREAS, in accordance with the powers and duties of the Planning and Zoning Commission, the Planning and Zoning Commission has assessed and developed goals, objectives and policies to guide the future development of the City and has recommended the adoption of the proposed amended Comprehensive Plan in accordance therewith; and

WHEREAS, it is the opinion of the City Council that the attached Thoroughfare Plan Map developed for the City of Kennedale, Texas, and endorsed by the City's Planning and Zoning Commission, should be adopted and be used as a guideline on which to base zoning, platting and other land use decisions; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 17th day of March 2016, and by the City Council on the 21st day of March 2016, with respect to the proposed amendment to the Comprehensive Plan; and

WHEREAS, all requirements of law dealing with notice and publication and all procedural requirements have been complied with in accordance with Chapter 213 of the Local Government Code.

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

SECTION 1.

The Future Transportation Plan element of the Comprehensive Plan of the City of Kennedale is hereby amended by adopting a revised Thoroughfare Plan Map as shown on Exhibit "A", attached hereto. The Thoroughfare Plan Map hereby adopted shall supersede and replace the current Thoroughfare Plan Map on page 6-3 of the Comprehensive Plan.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS 21st DAY OF MARCH, 2016.

APPROVED:

Mayor Brian Johnson

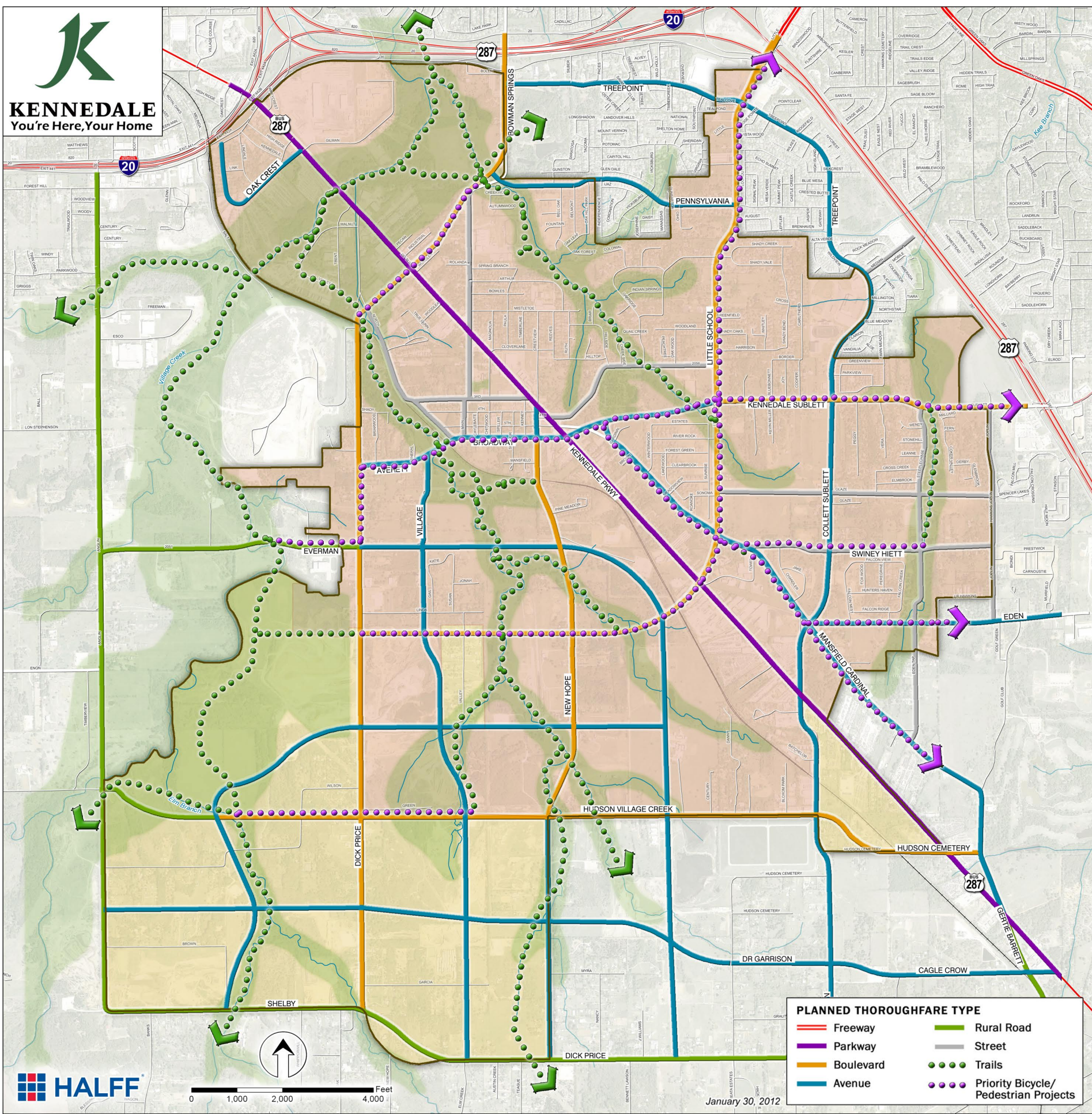
ATTEST:

Leslie Galloway, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Wayne K. Olson, City Attorney



2012 COMPREHENSIVE PLAN UPDATE

FUTURE TRANSPORTATION PLAN

Thoroughfare Type	Parkway	Multiway Parkway Main lanes / Access lanes	Boulevard	Avenue	Street	Rural Road
Number of Through Lanes	4	4 / 2	4	2 to 4	2	2
Desired Operating Speed (mph)	40-45	40-45 / 30-35	35-40	30-35	25-30	35-40
Median	16'-18'	12'-18' / 6'-8'	12'-18'	4'-16' (optional)	--	--
Driveway Access	Limited	From access lanes	Limited	Yes	Yes	Yes
Curb Parking	No	Yes (access lane)	Optional	Yes	Yes (not delineated)	No
Pedestrian Facilities ¹ (clear through-way)	5'	5'-10' (access lanes)	5'-10'	5'-10'	5'-8'	5'
Bicycle Facilities ²	SP or SH	BL or SL	BL or BBL	BL or SL	SL	SL or SH
Streetside Width ³	18'-25'	15'-20'	18'-22'	15'-20'	10'-16'	25'-30'
Required ROW Width	100'-150'	120'-160'	100'-130'	60'-110'	50'-70'	80'-100'

NOTES:

¹ Proposed widths of pedestrian facilities should be applied to both sides of the street.

² SP - Side Path
SH - Shoulder
BL - Bike lane
SL - Shared lane
BBL - Buffered bike lane

³ Streetside Width refers to the area between the street and building. It includes the edge, furnishings/planting strip, clear throughway, and frontage zones.

Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: DECISION ITEMS - B.

I. Subject:

Consider accepting the official certification of unopposed candidates for the 2016 general election.

II. Originated by:

Leslie Galloway, Communications Coordinator

III. Summary:

In order to begin the election cancellation process, the Mayor must first accept the attached certification from the City Secretary. This certification will be posted on the agenda board until after the general election date.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Certification of Unopposed Candidates	Certificate of Unopposed Candidates.pdf
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KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

CERTIFICATION OF UNOPPOSED CANDIDATES CERTIFICACIÓN DE CANDIDATOS ÚNICOS

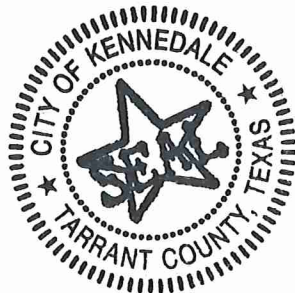
To: Brian Johnson, Mayor
Al: Brian Johnson, Alcalde

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2016.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 7 de Mayo, 2016.

<u>Office(s), Cargo(s)</u>		<u>Candidate(s), Candidato(s)</u>
Mayor	–	Brian Johnson
Council Place 2	–	Liz Carrington
Council Place 4	–	M. Kelly Turner

Leslie Galloway
City Secretary
City of Kennedale



03/21/16
Date



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: DECISION ITEMS - C.

I. Subject:

Consider approval of Ordinance 591 canceling the May 7, 2016 election and declaring unopposed candidates elected to office

II. Originated by:

Leslie Galloway, Communications Coordinator

III. Summary:

As Liz Carrington, Kelly Turner, and Brian Johnson have all filed for candidacy and were unopposed as of the the closing day for candidate filing, please consider approval of the attached Ordinance.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 591	Ordinance 591.pdf
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ORDINANCE NO. 591

AN ORDINANCE CANCELING THE MAY 7, 2016 GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; 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, in accordance with law a general election has been ordered for May 7, 2016 for the purpose of election council members to serve on the city council in the City of Kennedale; and

WHEREAS, the city secretary has certified in writing that each candidate on the ballot is unopposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write -in candidacy have passed; and

WHEREAS, in these circumstances Subchapter C of Chapter 2 of the Election Code authorizes a governing body to declare each unopposed candidate election of office and cancels the election.

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

SECTION 1

The following candidates, who are unopposed in the May 7, 2016 general election, are hereby declared to office, and shall be issued a certificate of election at the time prescribed in the Election Code for canvassing of votes:

Brian Johnson	Mayor
Liz Carrington	Council Place 2
M. Kelly Turner	Council Place 4

SECTION 2

The general election previously ordered for May 7, 2016 for the purposed of election councilmember to serve on the city council in the City of Kennedale is hereby canceled. The Order of Cancellation is attached (Exhibit A).

SECTION 3

The city secretary is directed to post a copy of this ordinance at each designated polling place on May 7, 2016.

SECTION 4

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

SECTION 5

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 6

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

PASSED AND APPROVED ON THIS 21st DAY OF MARCH, 2016.

APPROVE:

Mayor Brian Johnson

ATTEST:

City Secretary, Leslie Galloway

APPROVED AS TO FORM AND LEGALITY

City Attorney, Wayne K. Olson

ORDER OF CANCELLATION
DE ORDEN DE CANCELACIÓN

The City of Kennedale hereby cancels the election scheduled to be held on May 7, 2016 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Ciudad de Kennedale por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 7 de Mayo, 2016 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate <i>Candidato</i>	Office(s) <i>Cargo(s)</i>
Brian Johnson	Mayor <i>Alcalde</i>
Liz Carrington	Council Place 2 <i>Lugar 2 Consejo</i>
M. Kelly Turner	Council Place 4 <i>Lugar 4 Consejo</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Mayor (*Alcalde*)

Secretary (*Secretario*)

(Seal) (*sello*)

March 21, 2016



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: DECISION ITEMS - D.

I. Subject:

Consider approval of Ordinance 596 setting the speed limit on Kennedale Parkway to 40 miles per hour

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

With the increased development activity near I-20 and Kennedale Parkway, the Police Department has responded to numerous traffic accidents. The accidents stem from left turning movements to/from QT, Popeye's, and Burger King; and the speed limit (45 mph). The City is working with TxDOT to design safety improvements in the area including the installation of a median, access interconnections between QT and Popeye's/Burger King, and the extension of Link Street. Modifications to the speed limit (from 45 mph to 40 mph) will also help in traffic safety.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 596	Ordinance 596.docx
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ORDINANCE NO. 596

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF CHAPTER 545, SECTION 545.356, TEXAS TRANSPORTATION CODE, AND UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF KENNEDALE AS SET OUT IN THE ORDINANCE: AND PROVIDING A PENALTY OR A FINE NOT TO EXCEED \$200.00 FOR VIOLATION OF THIS ORDINANCE.

WHEREAS, Chapter 545, Section 545.356, Texas Transportation code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway, with the City taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat providing that appropriate signs giving notice thereof are erected at such intersection, other place or part of the street or highway.

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

SECTION 1.

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Chapter 545, Section 545.356, Texas Transportation Code, the following prima facie speed limit hereafter indicated for vehicles is hereby determined and declared to be reasonable and safe, and such speed limit is hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Control: 172-01

Highway: BUS 287

Mile Point 10.104, south 0.357 miles to Mile Point 10.461, zoned at 40 MPH.

SECTION 2.

The Director of Public Works is hereby directed to ensure that appropriate signs are erected and maintained giving notice of the speed limits adopted in this ordinance.

SECTION 3.

This ordinance shall be cumulative of all provisions of ordinances of the City of Kennedale, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. This ordinance shall not alter the speed limits during designated hours in previously approved school zones within the City.

SECTION 4.

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 5.

Any person, firm or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Hundred Dollars (\$200.00) for each offense. Each day that violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of the Kennedale City Code or any other ordinances affecting speed limits which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale, the caption, Section 1, penalty clause, publication clause and effective date clause of this as provided by Section 3.10 of the Charter of the City of Kennedale.

SECTION 8.

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

PASSED AN APPROVED ON THIS 21st DAY OF MARCH, 2016.

APPROVE:

Mayor, Brian Johnson

ATTEST:

City Secretary, Leslie Galloway

APPROVED AS TO FORM AND LEGALITY

City Attorney, Wayne K. Olson



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

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. 6727 Hudson Village Creek Road Park Land Acquisition
2. Link Street Extension Right-of-Way Acquisitive

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: March 21, 2016

Agenda Item No: EXECUTIVE SESSION - B.

I. Subject:

The City Council may meet in closed session at any time during the work session or the regular session, pursuant to Section 551.071 of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion on any item posted on the agenda and the following items: ension Right-of-Way

1. Round-About Damage Claim

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments: