

**KENNEDALE CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**April 18, 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. Discuss refinancing outstanding debt
- B. Discuss the TIRZ activity and debt requirements
- C. Discussion of items on regular agenda

**III. EXECUTIVE SESSION**

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.

B. 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 Acquisition

**IV. REGULAR SESSION**

**V. ROLL CALL**

**VI. INVOCATION**

**VII. UNITED STATES AND TEXAS PLEDGES**

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

**VIII. PRESENTATION**

- A. Presentation by the Texas Police Chief's Association Foundation

## **IX. VISITOR/CITIZENS FORUM**

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

## **X. REPORTS/ANNOUNCEMENTS**

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

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

## **XI. MONITORING INFORMATION**

- A. Monthly Financials - March 2016
- B. Executive Limitations
- C. Ends Review - Balanced Scorecard

## **XII. INCIDENTAL ITEMS**

- A. Tarrant County College facility review briefing

## **XIII. 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 March 21, 2016 meeting
- B. Consider approval of Resolution 483 expressing official intent to reimburse with tax-exempt obligation proceeds costs associated with certain capital improvements
- C. Consider action regarding a notice from the Public Utility Commission (PUC) of Texas for a Consumer Price Index (CPI) adjustment to municipal telecommunications right-of-way access line rates.
- D. Review the annual financial disclosure report
- E. Approve Schedule of Investment Activity for quarter ending March 31, 2016
- F. Consider approval of design contract with Freese and Nichols for the design of a sewer line to serve the Texas Raceway property
- G. Consider approval of design contract with Freese and Nichols for the hydraulic analysis of the bridge structures under the TxDOT bridge replacement program

#### **XIV. DECISION ITEMS**

A. **CASE # PZ 16-04** Public hearing and consideration of approval on a request by Chesapeake Land Development Co. for a replat of approximately 2.752 acres located at 400 Bolen Rd, known as George Case Addition Block A Lot 3, Kennedale, Tarrant County, Texas. The replat would create lots 3R & 4.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

B. **CASE # PZ 16-05** Public hearing and consideration of approval on a request by Linda Miller for a minor replat of approximately 5 acres located at 411 and 431 Kevin Miller Rd, a portion of Lot 9 of the J. M. Estes Home Tracts, Kennedale, Tarrant County, Texas. The replat would create lots 1 & 2, Block 1, Miller Hill Addition. A variance from the cul-de-sac requirements of Section 17-303(a)(8) is requested.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the Planning & Zoning Commission

C. Consider approval of Ordinance 594 to eliminate the required minimum spacing for outdoor storage from the public right-of-way

#### **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 April 18, 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

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**Date:** April 18, 2016

**Agenda Item No:** WORK SESSION - A.

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**I. Subject:**

Discuss refinancing outstanding debt

**II. Originated by:**

**III. Summary:**

Mark McLiney with SAMCO presented the city with a potential refunding debt opportunity to consider.

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

**VII. Alternative Actions:**

**VIII. Attachments:**



## Staff Report to the Honorable Mayor and City Council

---

**Date:** April 18, 2016

**Agenda Item No:** WORK SESSION - B.

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**I. Subject:**

Discuss the TIRZ activity and debt requirements

**II. Originated by:**

**III. Summary:**

The TITZ Board is scheduled to meet on Monday, April 18th at 2:00. The two agreements and potential plan modification will incur expenses beyond what the TIRZ has available. These include the sewer extension design and New Hope Road improvements related to the construction of the TxDOT partially funded bridge replacement. These improvements will require funding assistance from the City until the TIRZ can generate funding. It is recommended that the City consider the adoption of a reimbursement resolution in anticipation of the issuance of certificates of obligation.

This item has been placed on the agenda in order to discuss the planned activity and required support from the city.

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

**VII. Alternative Actions:**

**VIII. Attachments:**



## Staff Report to the Honorable Mayor and City Council

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**Date:** April 18, 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:** April 18, 2016

**Agenda Item No:** EXECUTIVE SESSION - A.

---

**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.

**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:** April 18, 2016

**Agenda Item No:** EXECUTIVE SESSION - B.

---

**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 Acquisition

**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

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**Date:** April 18, 2016

**Agenda Item No:** PRESENTATION - A.

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**I. Subject:**

Presentation by the Texas Police Chief's Association Foundation

**II. Originated by:**

Tommy Williams, Police Chief

**III. Summary:**

This is the official presentation of the certificate to the city for the police department's Recognition certification. The presentation is being done by Chief Tom Shehan, D/FW Airport Police (Ret.), representing the Texas Police Chiefs Association Foundation.

**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:** April 18, 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:**



## Staff Report to the Honorable Mayor and City Council

---

**Date:** April 18, 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

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**Date:** April 18, 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

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**Date:** April 18, 2016

**Agenda Item No:** MONITORING INFORMATION - A.

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**I. Subject:**

Monthly Financials - March 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. | March Monthly Financials | 2016_03 Monthly Financials.pdf |
|----|--------------------------|--------------------------------|

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

**CURRENT LINE ITEM BUDGET OVERAGES FOR THE CITY**

| <b>ACCOUNT NUMBER</b> | <b>ACCOUNT NAME</b>           | <b>BUDGET</b> | <b>CURRENT<br/>BALANCE</b> | <b>OVERAGE</b> |
|-----------------------|-------------------------------|---------------|----------------------------|----------------|
| 10-5409-01-02         | WASTEWATER SYSTEM MAINTENANCE | 120,000       | 214,606                    | 94,606         |
| 17-5580-12-02         | ENGINEERING                   | 6,000         | 48,919                     | 42,919         |
| 01-5109-10-00         | PART TIME/TEMPORARY           | 10,000        | 41,694                     | 31,694         |
| 01-5107-10-00         | OVERTIME                      | 80,000        | 104,211                    | 24,211         |
| 10-5450-01-02         | PUMP/MOTOR MAINTENANCE        | 28,000        | 43,985                     | 15,985         |
| 15-5615-01-00         | FUNCTIONAL GRANT              | -             | 10,283                     | 10,283         |
| 01-5116-90-00         | UNEMPLOYMENT INSURANCE        | 6,120         | 10,053                     | 3,933          |
| 17-5570-12-02         | SPECIAL SERVICES              | 7,800         | 11,344                     | 3,544          |
| 01-5570-01-00         | SPECIAL SERVICES              | 8,500         | 10,535                     | 2,035          |
| 01-5540-90-00         | INSURANCE- AUTO               | 19,208        | 21,109                     | 1,901          |
| 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          |
| 01-5240-02-00         | PRINTED SUPPLIES              | 400           | 1,526                      | 1,126          |
| 10-5116-90-00         | UNEMPLOYMENT INSURANCE        | 990           | 1,917                      | 927            |
| 12-5430-02-00         | MOTOR VEHICLE MAINTENANCE     | -             | 550                        | 550            |
| 17-5260-12-02         | GENERAL OFFICE SUPPLIES       | 375           | 870                        | 495            |
| 01-5578-17-00         | TRAVEL                        | 365           | 684                        | 319            |
| 01-5260-17-00         | GENERAL OFFICE SUPPLIES       | 158           | 458                        | 300            |
| 01-5590-09-01         | WATER/SEWER SERVICES          | 1,800         | 2,082                      | 282            |
| 01-5525-17-00         | TRAINING/SEMINARS             | -             | 265                        | 265            |
| 01-5240-03-00         | PRINTED SUPPLIES              | 200           | 459                        | 259            |
| 17-5230-12-02         | CLEANING SUPPLIES             | 425           | 637                        | 212            |
| 18-5107-01-00         | OVERTIME                      | -             | 199                        | 199            |
| 01-5578-07-01         | TRAVEL                        | 1,612         | 1,798                      | 186            |
| 01-5525-02-00         | TRAINING/SEMINARS             | 1,000         | 1,150                      | 150            |
| 17-5240-12-02         | PRINTED SUPPLIES              | 75            | 161                        | 86             |

**CITY OF KENNEDALE, TEXAS**  
**ANNUAL PROGRAM OF SERVICES**  
**MONTHLY FINANCIALS**  
**FUND 99 CASH BALANCES**

|                                    |           |
|------------------------------------|-----------|
| 1201 GENERAL FUND                  | 2,311,239 |
| 1202 DEBT SERVICE                  | 106,612   |
| 1204 CAPITAL PROJ- ST CONSTRUCTION | 61,378    |
| 1205 VEHICLE FUND                  | (10,515)  |
| 1207 STORM DRAINAGE UTILITY FUND   | 146,945   |
| 1210 WATER AND SEWER FUND          | (737,348) |
| 1212 COURT SECURITY FUND           | 10,084    |
| 1213 CIP FUND - 1998 CO            | (60,654)  |
| 1214 PARK DEDICATION FUND          | 171,822   |
| 1215 ECO DEV CORPORATION           | 167,640   |
| 1216 COURT TECHNOLOGY FUND         | 5,438     |
| 1217 STREETS IMPROVEMENT FUND      | 500,575   |
| 1218 JUVENILE CASE MANAGER FUND    | 21,943    |
| 1221 KENNEDALE TIFF#1 FUND         | 34,354    |
| 1231 POLICE SEIZURE FUND           | 6,540     |
| 1232 LIBRARY BUILDING FUND         | 11,288    |
| 1234 LEOSE FUND                    | 1,768     |
| 1241 DONATION FUND                 | 60,393    |
| 1245 ROADWAY IMPACT FEE FUND       | 270,951   |
| 1261 WATER IMPACT FEE FUND         | 150,418   |
| 1262 SEWER IMPACT FEE FUND         | 58,052    |
| 1283 TREE REFORESTATION FUND       | 67,841    |
| 1285 UNCLAIMED PROPERTY FUND       | 1,990     |
| 1295 EDC FIXED ASSET/RESERVE       | 120,038   |

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

| REVENUES                         | FY14-15<br>YTD      | FY14-15<br>ACTUAL    | FY15-16<br>ADOPTED   | CURRENT<br>MONTH    | FY14-15<br>YTD      | CY - PY<br>CHANGE   | % OF BUDGET<br>USED | BUDGET<br>REMAINING |
|----------------------------------|---------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| GENERAL FUND                     | 3,899,673           | 6,022,996            | 6,091,420            | 290,866             | 4,304,014           | 436,952             | 70.7%               | 1,787,405           |
| OTHER GENERAL FUNDS              | 797,227             | 1,437,430            | 1,263,636            | 115,769             | 478,589             | 28,617              | 37.9%               | 785,047             |
| <b>GENERAL FUND</b>              | <b>4,696,901</b>    | <b>7,460,426</b>     | <b>7,355,056</b>     | <b>406,634</b>      | <b>4,782,603</b>    | <b>465,568</b>      | <b>65.0%</b>        | <b>2,572,453</b>    |
| <b>GENERAL DEBT SERVICE FUND</b> | <b>1,091,166</b>    | <b>1,340,773</b>     | <b>1,403,111</b>     | <b>20,829</b>       | <b>1,107,162</b>    | <b>43,928</b>       | <b>78.9%</b>        | <b>295,949</b>      |
| WATER/SEWER FUND                 | 1,375,319           | 3,460,517            | 5,672,328            | 368,425             | 1,608,516           | 2,194,373           | 28.4%               | 4,063,812           |
| STORMWATER UTILITY FUND          | 90,925              | 200,108              | 247,825              | 22,101              | 116,667             | (17,700)            | 47.1%               | 131,158             |
| WATER IMPACT FUND                | 83,388              | 172,370              | 116,040              | 4,916               | 46,107              | 30                  | 39.7%               | 69,933              |
| SEWER IMPACT FUND                | 15,551              | 44,619               | 6,682                | 288                 | 11,488              | (1)                 | 171.9%              | (4,807)             |
| <b>WATER/SEWER FUND</b>          | <b>1,565,182</b>    | <b>3,877,614</b>     | <b>6,042,875</b>     | <b>395,730</b>      | <b>1,782,779</b>    | <b>2,176,703</b>    | <b>29.5%</b>        | <b>4,260,096</b>    |
| <b>EDC4B FUNDS</b>               | <b>226,040</b>      | <b>650,469</b>       | <b>912,036</b>       | <b>48,434</b>       | <b>224,240</b>      | <b>10,331</b>       | <b>24.6%</b>        | <b>687,796</b>      |
| <b>CAPITAL FUNDS</b>             | <b>65,929</b>       | <b>827,125</b>       | <b>1,141,107</b>     | <b>189,099</b>      | <b>376,072</b>      | <b>(107,523)</b>    | <b>33.0%</b>        | <b>765,035</b>      |
| <b>SPECIAL REVENUE FUNDS</b>     | <b>(3,076)</b>      | <b>42,861</b>        | <b>126,801</b>       | <b>1,768</b>        | <b>55,348</b>       | <b>125,000</b>      | <b>43.6%</b>        | <b>71,453</b>       |
| <b>TOTAL REVENUES</b>            | <b>\$ 7,642,142</b> | <b>\$ 14,199,268</b> | <b>\$ 16,980,986</b> | <b>\$ 1,062,495</b> | <b>\$ 8,328,204</b> | <b>\$ 2,714,008</b> | <b>49.0%</b>        | <b>8,652,782</b>    |
| EXPENDITURES                     | FY14-15<br>YTD      | FY14-15<br>ACTUAL    | FY15-16<br>ADOPTED   | CURRENT<br>MONTH    | FY14-15<br>YTD      | CY - PY<br>CHANGE   | % OF BUDGET<br>USED | BUDGET<br>REMAINING |
| GENERAL FUND                     | 2,601,987           | 5,688,346            | 6,198,118            | 428,988             | 2,791,222           | 372,294             | 45.0%               | 3,406,896           |
| OTHER GENERAL FUNDS              | 524,865             | 1,127,260            | 1,322,814            | 146,406             | 626,895             | 24,818              | 47.4%               | 695,919             |
| <b>GENERAL FUND</b>              | <b>3,126,852</b>    | <b>6,815,606</b>     | <b>7,520,932</b>     | <b>575,394</b>      | <b>3,418,117</b>    | <b>397,112</b>      | <b>45.0%</b>        | <b>4,102,815</b>    |
| <b>GENERAL DEBT SERVICE FUND</b> | <b>972,900</b>      | <b>1,338,313</b>     | <b>1,363,867</b>     | <b>-</b>            | <b>1,008,686</b>    | <b>20,759</b>       | <b>74.0%</b>        | <b>355,181</b>      |
| WATER/SEWER FUND                 | 2,047,284           | 4,050,086            | 6,093,227            | 289,157             | 2,149,974           | 1,032,548           | 35.3%               | 3,943,253           |
| STORMWATER UTILITY FUND          | 269,153             | 111,696              | 264,273              | 1,210               | 30,760              | (307,954)           | 11.6%               | 233,513             |
| WATER IMPACT FUND                | -                   | 174,916              | 171,200              | -                   | -                   | (3,716)             | 0.0%                | 171,200             |
| SEWER IMPACT FUND                | -                   | 22,396               | -                    | -                   | -                   | (22,396)            | 0.0%                | -                   |
| <b>WATER/SEWER FUND</b>          | <b>2,316,437</b>    | <b>4,359,094</b>     | <b>6,528,700</b>     | <b>290,367</b>      | <b>2,180,733</b>    | <b>698,482</b>      | <b>33.4%</b>        | <b>4,347,967</b>    |
| <b>EDC4B FUNDS</b>               | <b>201,653</b>      | <b>694,023</b>       | <b>711,842</b>       | <b>24,948</b>       | <b>184,346</b>      | <b>(24,127)</b>     | <b>25.9%</b>        | <b>527,497</b>      |
| <b>CAPITAL FUNDS</b>             | <b>145,603</b>      | <b>795,765</b>       | <b>1,283,626</b>     | <b>73,023</b>       | <b>377,700</b>      | <b>(53,843)</b>     | <b>29.4%</b>        | <b>905,926</b>      |
| <b>SPECIAL REVENUE FUNDS</b>     | <b>-</b>            | <b>48,852</b>        | <b>126,800</b>       | <b>-</b>            | <b>17,973</b>       | <b>(55,000)</b>     | <b>14.2%</b>        | <b>108,827</b>      |
| <b>TOTAL EXPENDITURES</b>        | <b>\$ 6,763,445</b> | <b>\$ 14,051,652</b> | <b>\$ 17,535,767</b> | <b>\$ 963,732</b>   | <b>\$ 7,187,554</b> | <b>\$ 983,384</b>   | <b>41.0%</b>        | <b>10,348,213</b>   |

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

| GENERAL FUND              | FY14-15<br>YTD      | FY14-15<br>ACTUAL   | FY15-16<br>ADOPTED  | CURRENT<br>MONTH  | FY15-16<br>YTD      | CY - PY<br>CHANGE | % OF BUDGET<br>USED | BUDGET<br>REMAINING |
|---------------------------|---------------------|---------------------|---------------------|-------------------|---------------------|-------------------|---------------------|---------------------|
| CITY MANAGER              | 116,929             | 275,390             | 293,578             | 20,940            | 136,973             | 11,658            | 46.7%               | 156,605             |
| MAYOR/CITY COUNCIL        | 27,549              | 77,128              | 88,576              | 11,142            | 38,188              | (5,530)           | 43.1%               | 50,388              |
| CITY SECRETARY            | 48,325              | 124,118             | 135,923             | 11,849            | 54,078              | (12,421)          | 39.8%               | 81,845              |
| MUNICIPAL COURT           | 58,486              | 129,204             | 157,745             | 6,036             | 37,610              | 18,928            | 23.8%               | 120,135             |
| HUMAN RESOURCES           | 51,946              | 112,330             | 124,565             | 10,744            | 56,972              | 6,723             | 45.7%               | 67,593              |
| FINANCE                   | 177,460             | 348,750             | 323,931             | 13,934            | 186,151             | (96,469)          | 57.5%               | 137,780             |
| POLICE                    | 911,608             | 2,033,489           | 2,245,833           | 137,280           | 978,552             | 193,639           | 43.6%               | 1,267,281           |
| FIRE                      | 760,496             | 1,627,526           | 1,728,014           | 141,336           | 788,452             | 79,246            | 45.6%               | 939,562             |
| COMMUNITY DEVELOPMENT     | 137,141             | 347,889             | 439,480             | 33,074            | 170,668             | 57,053            | 38.8%               | 268,812             |
| SENIOR CITIZEN CENTER     | 17,813              | 50,569              | 54,077              | 4,561             | 22,841              | (32)              | 42.2%               | 31,236              |
| LIBRARY                   | 99,189              | 217,519             | 239,080             | 16,391            | 115,355             | 9,990             | 48.2%               | 123,725             |
| NONDEPARTMENTAL           | 195,045             | 344,434             | 367,317             | 21,699            | 205,383             | 109,510           | 55.9%               | 161,934             |
| <b>TOTAL EXPENDITURES</b> | <b>\$ 2,601,987</b> | <b>\$ 5,688,346</b> | <b>\$ 6,198,118</b> | <b>\$ 428,988</b> | <b>\$ 2,791,222</b> | <b>\$ 372,294</b> | <b>45.0%</b>        | <b>\$ 3,406,896</b> |

| WATER/SEWER FUND          | FY14-15<br>YTD      | FY14-15<br>ACTUAL   | FY15-16<br>ADOPTED  | CURRENT<br>MONTH  | FY15-16<br>YTD      | CY - PY<br>CHANGE   | % OF BUDGET<br>USED | BUDGET<br>REMAINING |
|---------------------------|---------------------|---------------------|---------------------|-------------------|---------------------|---------------------|---------------------|---------------------|
| UTILITY BILLING           | 511,646             | 1,326,837           | 1,360,981           | 118,738           | 525,875             | 14,824              | 38.6%               | 835,105             |
| WATER OPERATIONS          | 733,353             | 1,109,432           | 3,156,143           | 87,317            | 733,476             | 1,374,731           | 23.2%               | 2,422,668           |
| DEBT                      | 443,926             | 186,691             | 505,472             | -                 | 450,087             | 1,372               | 89.0%               | 55,385              |
| NONDEPARTMENTAL           | 358,360             | 1,427,127           | 1,070,631           | 83,102            | 440,535             | (358,379)           | 41.1%               | 630,096             |
| <b>TOTAL EXPENDITURES</b> | <b>\$ 2,047,284</b> | <b>\$ 4,050,086</b> | <b>\$ 6,093,227</b> | <b>\$ 289,157</b> | <b>\$ 2,149,974</b> | <b>\$ 1,032,548</b> | <b>35.3%</b>        | <b>\$ 3,943,253</b> |

| STREET IMPROVEMENT FUND   | FY14-15<br>YTD    | FY14-15<br>ACTUAL | FY15-16<br>ADOPTED  | CURRENT<br>MONTH  | FY15-16<br>YTD    | CY - PY<br>CHANGE | % OF BUDGET<br>USED | BUDGET<br>REMAINING |
|---------------------------|-------------------|-------------------|---------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
| STREETS                   | 270,996           | 704,161           | 1,042,537           | 123,216           | 476,514           | 213,861           | 45.7%               | 566,024             |
| PARKS MAINTENANCE         | 47,074            | 118,624           | 84,000              | 6,704             | 52,452            | 7,000             | 62.4%               | 31,548              |
| <b>TOTAL EXPENDITURES</b> | <b>\$ 318,069</b> | <b>\$ 822,784</b> | <b>\$ 1,126,537</b> | <b>\$ 129,920</b> | <b>\$ 528,966</b> | <b>\$ 220,861</b> | <b>47.0%</b>        | <b>\$ 597,572</b>   |

| EDC4B FUNDS               | FY14-15<br>YTD   | FY14-15<br>ACTUAL | FY15-16<br>ADOPTED | CURRENT<br>MONTH | FY15-16<br>YTD   | CY - PY<br>CHANGE  | % OF BUDGET<br>USED | BUDGET<br>REMAINING |
|---------------------------|------------------|-------------------|--------------------|------------------|------------------|--------------------|---------------------|---------------------|
| ADMINISTRATION            | 73,459           | 241,795           | 176,466            | 17,862           | 78,384           | (85,995)           | 44.4%               | 98,082              |
| DEBT SERVICE              | 101,146          | 323,315           | 319,893            | 4,573            | 94,195           | (3,475)            | 29.4%               | 225,697             |
| TOWN SHOPPING CENTER      | 27,049           | 66,817            | 50,484             | 3,236            | 22,049           | -                  | 43.7%               | 28,435              |
| TOWN CENTER REDEVELOPME   | -                | -                 | 90,000             | -                | -                | 90,000             | 0.0%                | 90,000              |
| TX LEVERAGE               | -                | 101,192           | 50,000             | -                | -                | (60,000)           | 0.0%                | 50,000              |
| <b>TOTAL EXPENDITURES</b> | <b>\$ 91,744</b> | <b>\$ 715,745</b> | <b>\$ 686,842</b>  | <b>\$ 84,494</b> | <b>\$ 84,494</b> | <b>\$ (59,471)</b> | <b>12.3%</b>        | <b>\$ 492,214</b>   |



## Staff Report to the Honorable Mayor and City Council

---

**Date:** April 18, 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 |
|----|-----------------------|------------------------------------|

POLICY TYPE: EXECUTIVE LIMITATIONS  
POLICY TITLE: GLOBAL EXECUTIVE CONSTRAINT

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*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:** April 18, 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:**

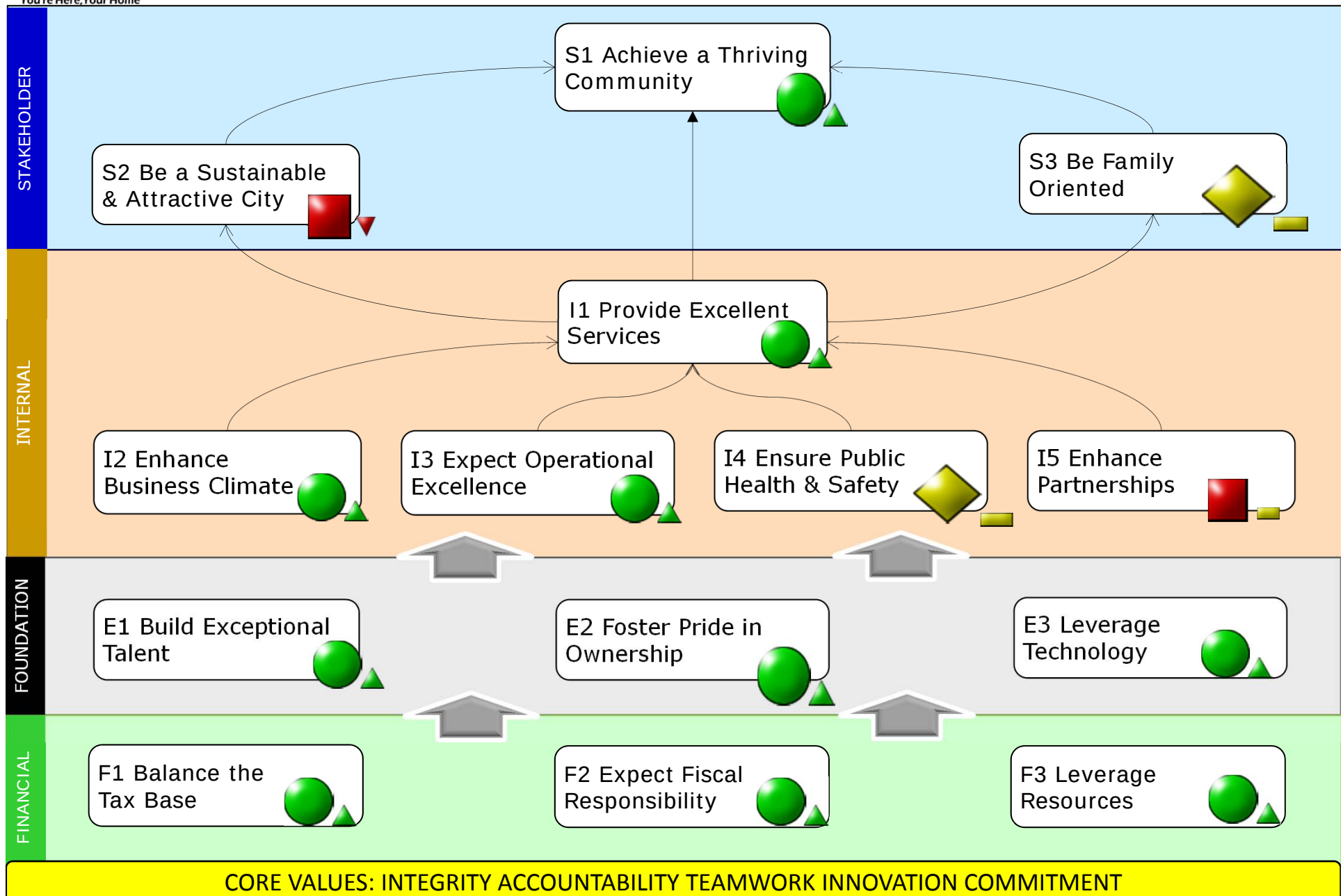
**V. Legal Impact:**

**VI. Recommendation:**

**VII. Alternative Actions:**

**VIII. Attachments:**

|    |                            |                        |
|----|----------------------------|------------------------|
| 1. | Balanced Scorecard - March | Balanced Scorecard.pdf |
|----|----------------------------|------------------------|





## Staff Report to the Honorable Mayor and City Council

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**Date:** April 18, 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 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:** April 18, 2016

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

---

**I. Subject:**

Consider approval of minutes from March 21, 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 - March 21, 2016 | 3-21-16.pdf |
|----|-----------------------------------------------|-------------|

## **KENNEDALE CITY COUNCIL**

### **MINUTES**

#### **REGULAR MEETING**

**March 21, 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 5:34 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. Joint meeting with the Library Advisory Board - Community Conversation led by Amanda King

Library Director Amanda King lead a community discussion with the Library Board and City Council to find out what they want from the community. Members discussed their hopes and visions for Kennedale; how it affects them personally; and what can be done to make a difference. Amanda shared some of her thoughts concerning the future for the Library.

B. Review Progressive Landfill expansion application submittal

Gary Bartels, District Manager for Progressive Waste Solutions spoke to Council in regard to their State Amendment Application for the Fort Worth C & D Landfill, and how it will impact the community. He provided a brief history on the property and its operations, noting that the current estimated site life is 6.4 years. Mr. Bartels gave an overview of the current statistics for C & D Landfill, stating that the amendment changes would increase the site life to 12.5 years. He added that the amendment application was submitted to the Texas Commission on Environmental Quality (TCEQ) in March 2015, reviews and changes are now complete and the 30-day public comment period began March 19 - April 18, 2016.

Jeff Palutis, Director of Landfill Operations for Progressive Waste Solutions reviewed the amendment proposals. He stated that with land values going up and the closeness of homes to the facility, they propose to use mechanically stabilized earth retaining walls (MSE) to increase the height. The new height will be similar to the Fort Worth SE Landfill. He stated that to keep the soil from kicking out, they will use geo-grid in the walls to keep it from sliding, and vegetation will be grown on the outside of the walls. Photo renderings were provided to show what it would look; with views from each direction.

There was discussion concerning trash on the roadways and the methane gas exhaust problem. Mr. Bartels stated that Progressive was working on some non-required proactive moves at this facility. He added that they want to be good neighbors in the community and would love to team

up with Keep Kennedale Beautiful.

C. Discussion of items on regular agenda

No items were discussed at this time.

### **III. REGULAR SESSION**

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

### **IV. ROLL CALL**

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

**Absent:** None

### **V. INVOCATION**

### **VI. UNITED STATES PLEDGE**

### **VII. TEXAS PLEDGE**

### **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.

Roy Boenig, resident of 1020 Kennedale Sublett Road informed Council that on Little Road before the City of Kennedale sign, the yellow stripping on the road is missing. He requested the City look at this issue due to safety concerns. Additionally, he stated that he thinks it was a bad decision to let the developer of the Vineyards put up a wood fence instead of a brick wall.

### **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**

Charles Overstreet stated the he, Frank, and Liz attended the Brickworks Silent Auction at Kennedale Junior High School, adding that there was a good turnout for the fundraiser.

Frank Fernandez stated that Walmart's plans to build a gas station have been put on the back burner for now.

#### **B. Updates from the Mayor**

Mayor Johnson stated that he and Bob went to Washington DC and had great talks with the American Geophysical Union concerning the clean-up at Village Creek. He also attended the governance training in Atlanta. In closing, he added that some of his students were in attendance to learn about local government.

#### **C. Updates from the City Manager**

City Manager Bob Hart reminded the Council that the Lake Arlington Village Creek Watershed meeting will be at 6:30, Thursday, March 24th at the Junior High School, and that they will elect a steering committee during the meeting.

## **X. MONITORING INFORMATION**

A. Monthly Financials - February 2016

B. Executive Limitations

C. Ends Review - Balanced Scorecard

Monitoring information updates are in the agenda packet for review.

## **XI. INCIDENTAL ITEMS**

A. Tarrant County College facility review briefing

This item was moved to the April meeting.

B. Discuss and approve calendar for FY2016-2017 budget preparations

Finance Director Krystal Crump stated that the budget workshop was moved back a week to provide more time to receive reports for Tarrant Appraisal District (TAD) and to accommodate vacation schedules, the workshop will be held on August 12<sup>th</sup>. A planning session is scheduled for May 14<sup>th</sup>, with the budget kickoff on May 27<sup>th</sup>; all other dates remained the same as usual.

**Motion** To approve the budget calendar. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Michael Walker.

**Motion passed Unanimously**

## **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.

**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. 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

City Planner, Rachel Roberts provided the staff presentation to approve the updates to the Future Transportation Plan in the Comprehensive Land Use Plan. Rachel stated that the future transportation component of the Comprehensive Land Use Plan was adopted in March 2012, with a more specific plan update for the Oak Crest area in August 2012. A major component of the Master Plan is the realignment of Oak Crest Drive so that the roadway will line up with Gilman Road, which is now located slightly to the south of the Oak Crest Drive intersection with Kennedale Parkway. Rachel concluded that City staff would like to include this realignment in the upcoming five-year Capital Improvement Program, but in order for the project to be included, it must be shown on the Future Transportation Plan.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one present requesting to speak. Mayor Johnson closed the public hearing.

**Motion** To approve Ordinance 595 updating Future Transportation Plan in the Comprehensive Land Use Plan. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Liz Carrington. **Motion passed Unanimously**

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

City Manager Bob Hart stated that this certification is a requirement of the Texas State Election Code, in order to declare all unopposed candidates elected.

**Motion** To approve the official certification of unopposed candidates for the 2016 general election. **Action** Approve, **Moved By** Michael Walker, **Seconded By** Liz Carrington. **Motion passed Unanimously**

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

Bob Hart stated that this Ordinance cancels the General Election and declares unopposed candidates elected to office. He added that the City will still hold a Special Charter Amendment Election on May 7, 2016.

**Motion** To approve Ordinance 591 canceling the May 7, 2016 General Election and declaring unopposed candidates elected to office. **Action** Approve, **Moved By** Michael Walker, **Seconded By** Frank Fernandez. **Motion passed Unanimously**

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

City Manager Bob Hart stated that there has recently been fifteen accidents in the area where QT, Burger King, and Popeye's is located. After analysis, staff recommends reducing the speed



limit, in that area, to 40 miles per hour (mph). Bob added that this will also change some of the driveway spacing requirements in this area and simplify the view of speed limits in Kennedale. Now, all residential speeds will be 25 mph, collector streets 30 mph, minor arterials 35 mph, and major arterials 40 mph.

**Motion** To approve Ordinance 596 reducing the speed limit on Kennedale Parkway to 40 miles per hour. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Kelly Turner. **Motion passed Unanimously**

#### **XIV. EXECUTIVE SESSION**

Mayor Johnson recessed into executive session at 7:34 p.m.

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

1. 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**

Mayor Johnson reconvened into open session at 8:16 p.m.  
No action required.

#### **XVI. ADJOURNMENT**

**Motion** To adjourn the March 21, 2016 regular City Council meeting. **Action** Adjourn, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet. **Motion passed Unanimously**

The meeting was adjourned at 8:17 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Brian Johnson, Mayor

\_\_\_\_\_  
Leslie Galloway, City Secretary

## Staff Report to the Honorable Mayor and City Council

---

**Date:** April 18, 2016

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

---

**I. Subject:**

Consider approval of Resolution 483 expressing official intent to reimburse with tax-exempt obligation proceeds costs associated with certain capital improvements

**II. Originated by:**

**III. Summary:**

Mark McLiney of SAMCO is recommending that a resolution is done for capital projects being worked on currently that could be reimbursed by potential debt issued in the future. This is a resolution for up to \$2 Million.

\$700,000 - Park Land  
\$700,000 - New Hope Sewer Line Extension  
\$200,000 - Arlington Water Connection  
\$300,000 - New Hope Engineering  
\$100,000 - TxDOT Bridge Match

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

**VII. Alternative Actions:**

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX-EXEMPT OBLIGATION PROCEEDS COSTS ASSOCIATED WITH CERTAIN CAPITAL IMPROVEMENTS

**VIII. Attachments:**

|    |                |                     |
|----|----------------|---------------------|
| 1. | Resolution 483 | Resolution 483.docx |
|----|----------------|---------------------|

## **RESOLUTION NO. 483**

### **RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX-EXEMPT OBLIGATION PROCEEDS COSTS ASSOCIATED WITH CERTAIN CAPITAL IMPROVEMENTS**

**WHEREAS**, the City Council of the **CITY OF KENNEDALE, TEXAS** (the "**City**") hereby determines that it is necessary and desirable to acquire, construct and improve the following capital improvements (collectively, the "**Projects**");

- (i) construct road a bridge improvements in the City;
- (ii) purchase land for municipal park purposes; and
- (iii) construct and equip improvements and extensions to the City's municipal water and sanitary sewer system; and

**WHEREAS**, the City expects that it will pay, from available funds of the City, expenditures in connection with the Projects prior to the issuance of tax-exempt obligations (the "**Obligations**") to finance the Projects; and

**WHEREAS**, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the United States Treasury Regulations and the laws of the State of Texas, to reimburse itself for such payments at such time as the City issues Obligations to finance the Projects.

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

**SECTION 1. EXPECTATION TO INCUR DEBT.** The City reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount of \$2,000,000 for the purpose of paying the costs of the Projects; and

**SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES.** All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**SECTION 3. THREE-YEAR LIMITATION FOR REIMBURSEMENT.** The foregoing notwithstanding, no Obligations will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

**SECTION 4. INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage thereof.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
KENNEDEALE, TEXAS THIS 18<sup>th</sup> DAY OF APRIL, 2016.**

\_\_\_\_\_  
Brian Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Galloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Wayne K. Olson, City Attorney

## **CERTIFICATE FOR RESOLUTION**

I, the undersigned City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on April 18, 2016 at the designated meeting place (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Brian Johnson, Mayor  
Charles Overstreet, Place 1  
Liz Carrington, Place 2

Mike Walker, Place 3  
Kelly Turner, Place 4 (and Mayor Pro Tem)  
Frank Fernandez, Place 5

and all of said persons were present, except the following absentees: \_\_\_\_\_

\_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Resolution No. \_\_\_\_\_ entitled:

### **RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX- EXEMPT OBLIGATION PROCEEDS COSTS ASSOCIATED WITH CERTAIN CAPITAL IMPROVEMENTS**

(the "**Resolution**") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council' minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council' minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting was given, all as required by Texas Government Code, Chapter 551.

**SIGNED AND SEALED the 18<sup>th</sup> day of April, 2016.**

\_\_\_\_\_  
Leslie Galloway, City Secretary

(CITY SEAL)

**Date:** April 20, 2015

**Agenda Item No:** CONSENT ITEMS - C

---

**I. Subject:**

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

**II. Originated by:**

Sakura Moten-Dedrick, Director of Finance & IT

**III. Summary:**

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

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

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

Should Council wish to accept this upward adjustment, we are not required to respond. Council is only required to respond via attached memo no later than April 30, 2015 should it wish to actually keep the access line rates at current levels.

| <b>Access Line Type</b> | <b>2014 (Current)</b> | <b>2014 (Proposed)</b> | <b>(Difference)</b> |
|-------------------------|-----------------------|------------------------|---------------------|
| Residential             | \$1.67                | \$1.69                 | \$0.02              |
| Non-Residential         | \$1.54                | \$1.56                 | \$0.02              |
| Point-To-Point          | \$1.71                | \$1.73                 | \$0.02              |

#### **IV. Fiscal Impact Summary:**

#### **V. Legal Impact:**

#### **VI. Recommendation:**

Approve

#### **VII. Alternative Actions:**

Authorize upward adjustment as proposed by the PUC given approximately a .8449% increase in Consumer Price Index and direct staff to take no action.

#### **VIII. Attachments:**

|    |                              |                       |
|----|------------------------------|-----------------------|
| 1. | 2015 PUC CPI Adjustment Memo | 20150317171041522.pdf |
|----|------------------------------|-----------------------|



# *Public Utility Commission of Texas*

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

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## **2016 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES**

---

**March 10, 2016**

### **PURPOSE**

This letter is to notify you that your city's 2016 maximum access line rates have decreased by 0.0878% due to a decrease in the Consumer Price Index (CPI). This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777)

### **DEFAULT RATES FOR 2016: DECREASE**

Based on the choices made by your city in April 2015, your city's 2016 rates will be adjusted for deflation. According to our records, when similar CPI adjustments were made in April 2015, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2016 rates will reflect a decrease of 0.0878% from your 2015 rates. You do not have the option to decline this decrease in rates as the adjustment is made pursuant to administrative procedures established for CPI annual adjustments.

### **ACTION BY CITY: TO ACCEPT THE DECREASE**

(1) You do not have to respond to accept the decreased access line rates. (2) Respond ONLY if you want to decrease the access line rates to levels lower than the new caps. (3) To respond, notify the PUC using page 2 of this letter no later than April 30, 2016. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

### **WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2016?**

It is not necessary for the city to respond by April 30, 2016. Rates for your city will automatically decrease from 2015 levels to the new 2016 MAXIMUM allowable CPI-adjusted rates and no further reductions will be made. The next opportunity to adjust your rates will be September 1, 2016.

### **WHAT HAPPENS NEXT?**

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2016.

### **FUTURE REVISIONS TO CPI**

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2016, you will receive a similar letter in March 2017.

See over...



## City of Kennedale

### SECTION 1: Your 2015 city preferred rates are as follows:

Residential: \$1.69 Non-Residential: \$1.56 Point-to-Point: \$1.73

### SECTION 2: Your default rates for 2016 are as follows. Note: These are lower than the 2015 rates due to the CPI deflation adjustment.

Residential: \$1.68 Non-Residential: \$1.55 Point-to-Point: \$1.72

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

I \_\_\_\_\_, Title \_\_\_\_\_, am an authorized representative for the City/Town/Village of \_\_\_\_\_. The City declines to accept the default rates indicated in Section 2 above. Instead, we choose the following rates: Residential \_\_\_\_\_; Non-Residential \_\_\_\_\_; Point-to-Point \_\_\_\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Other Comments:

#### HOW TO RESPOND

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

#### INQUIRIES

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

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

#### CITY CONTACT INFORMATION

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

Phone No. 1 (817) 985-2110

Phone No. 2 \_\_\_\_\_

Fax No: (817) 483-0720

Email: scedrick@cityofkennedale.com

#### Address

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



## Staff Report to the Honorable Mayor and City Council

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**Date:** April 18, 2016

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

---

**I. Subject:**

Review the annual financial disclosure report

**II. Originated by:**

**III. Summary:**

Mark McLiney with SAMCO prepares our Continuing Disclosure every year for our bonds and submits the report to required agencies.

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

Approve

**VII. Alternative Actions:**

**VIII. Attachments:**

|    |                                   |                              |
|----|-----------------------------------|------------------------------|
| 1. | 2015 Continuing Disclosure Report | Kennedale tables 2015 cd.pdf |
|----|-----------------------------------|------------------------------|

# Municipal Secondary Market Disclosure Information Cover Sheet

---

## IF THIS FILING RELATES TO A SINGLE BOND ISSUE:

Provide name of bond issue exactly as it appears on the cover of the Official Statement (please include name of state where issuer is located):

**CITY OF KENNEDALE**

**\$790,000 Combination Tax and Revenue Certificates of Obligation, Series 2005**

**\$2,900,000 Combination Tax and Revenue Certificates of Obligation, Series 2007** \_\_\_\_\_

**\$4,365,000 General Obligation Refunding Bonds, Series 2007** \_\_\_\_\_

**\$2,735,000 Combination Tax and Revenue Certificates of Obligation, Series 2007A** \_\_\_\_\_

**\$1,200,000 Sales Tax Revenue Bonds Taxable, Series 2007** \_\_\_\_\_

**\$4,500,000 Combination Tax and Revenue Certificates of Obligation, Series 2008** \_\_\_\_\_

**\$2,000,000 Combination Tax and Revenue Certificates of Obligation, Series 2010**

**\$3,260,000 Combination Tax and Revenue Certificates of Obligation, Series 2011**

Provide nine-digit CUSIP\* numbers if available, to which the information relates:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

---

## IF THIS FILING RELATES TO ALL SECURITIES ISSUED BY THE ISSUER OR ALL SECURITIES OF A SPECIFIC CREDIT OR ISSUED UNDER A SINGLE INDENTURE:

Issuer's Name (please include name of state where Issuer is located): City of Kennedale, Texas \_\_\_\_\_

Other Obligated Person's Name (if any): \_\_\_\_\_

(Exactly as it appears on the Official Statement Cover)

Provide six-digit CUSIP\* number(s), if available, of Issuer: **489332/489352** \_\_\_\_\_

\*(Contact CUSIP's Municipal Disclosure Assistance Line at 212.438.6518 for assistance with obtaining the proper CUSIP numbers.)

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## TYPE OF FILING:

☒ Electronic (number of pages attached) \_\_\_\_\_ ☐ Paper (number of pages attached) \_\_\_\_\_

If information is also available on the Internet, give URL: \_\_\_\_\_

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WHAT TYPE OF INFORMATION ARE YOU PROVIDING? (Check all that apply)

A. ☒ **Annual Financial Information and Operating Data pursuant to Rule 15c2-12**

(Financial information and operating data should not be filed with the MSRB.)

**Fiscal Period Covered: September 30, 2015** \_\_\_\_\_

B. ☒ **Audited Financial Statements or CAFR pursuant to Rule 15c2-12**

**Fiscal Period Covered: September 30, 2015** \_\_\_\_\_

C. ☐ **Notice of a Material Event pursuant to Rule 15c2-12** (Check as appropriate)

- |                                                                                                          |                                                                                                              |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 1. <input type="checkbox"/> Principal and interest payment delinquencies                                 | 6. <input type="checkbox"/> Adverse tax opinions or events affecting the tax-exempt status of the security   |
| 2. <input type="checkbox"/> Non-payment related defaults                                                 | 7. <input type="checkbox"/> Modifications to the rights of security holders                                  |
| 3. <input type="checkbox"/> Unscheduled draws on debt service reserves reflecting financial difficulties | 8. <input type="checkbox"/> Bond calls                                                                       |
| 4. <input type="checkbox"/> Unscheduled draws on credit enhancements reflecting financial difficulties   | 9. <input type="checkbox"/> Defeasances                                                                      |
| 5. <input type="checkbox"/> Substitution of credit or liquidity providers, or their failure to perform   | 10. <input type="checkbox"/> Release, substitution, or sale of property securing repayment of the securities |
|                                                                                                          | 11. <input type="checkbox"/> Rating changes                                                                  |

D. ☐ **Notice of Failure to Provide Annual Financial Information as Required**

E. ☐ **Other Secondary Market Information** (Specify): \_\_\_\_\_

---

**I hereby represent that I am authorized by the issuer or obligor or its agent to distribute this information publicly:**

**Issuer Contact:**

Name: Krystal Crump \_\_\_\_\_ Title: Director of Finance & IT \_\_\_\_\_

Employer: City of Kennedale, Texas \_\_\_\_\_

Address: 405 Municipal Drive \_\_\_\_\_ City: Kennedale \_\_\_\_\_ State: TX \_\_\_\_\_ Zip Code: 76060 \_\_\_\_\_

Telephone: (817) 985-2110 \_\_\_\_\_ Fax: (817) 483-0720 \_\_\_\_\_

Email Address: [kcrump@cityofkennedale.com](mailto:kcrump@cityofkennedale.com) \_\_\_\_\_ Issuer Web Site Address \_\_\_\_\_

**Dissemination Agent Contact, if any:**

Name: Mark M. McLiney \_\_\_\_\_ Title: Senior Managing Director \_\_\_\_\_

Employer: SAMCO Capital Markets, Inc. \_\_\_\_\_

Address: 1020 NE Loop 410, Suite 640 \_\_\_\_\_ City: San Antonio \_\_\_\_\_ State: TX \_\_\_\_\_ Zip Code: 78209 \_\_\_\_\_

Telephone: (210) 832-9760 \_\_\_\_\_ Fax: (210) 832-9794 \_\_\_\_\_

Email Address: [mmcliney@samcocapital.com](mailto:mmcliney@samcocapital.com) \_\_\_\_\_ Relationship to Issuer: Financial Advisor \_\_\_\_\_

**Obligor Contact, if any:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_ Obligor Web site Address \_\_\_\_\_

**Investor Relations Contact, if any:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

---

**ANNUAL REPORT OF FINANCIAL INFORMATION  
IN ACCORDANCE WITH THE CONTINUING DISCLOSURE REQUIREMENTS  
OF SEC RULE 15C2-12  
with regard to:**

**CITY OF KENNEDALE, TEXAS  
(Tarrant County)**

**\$790,000 Combination Tax and Revenue Certificates of Obligation, Series 2005  
\$2,900,000 Combination Tax and Revenue Certificates of Obligation, Series 2007  
\$4,365,000 General Obligation Refunding Bonds, Series 2007  
\$2,735,000 Certificates of Obligation, Series 2007A  
\$4,500,000 Combination Tax and Revenue Certificates of Obligation, Series 2008  
\$2,000,000 Combination Tax and Revenue Certificates of Obligation, Series 2010  
\$3,260,000 Combination Tax and Revenue Certificates of Obligation, Series 2011**

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**TABLE 1 IN THE OFFICIAL STATEMENT**

**CURRENT INVESTMENTS**

**TABLE 1**

At September 30, 2015, the primary government's investments consisted of:

| Investment<br><u>Type</u> | Fair<br><u>Value</u>       |
|---------------------------|----------------------------|
| Investment Pools          | \$ 1,353,114               |
| Bank Deposits             | <u>1,371,861</u>           |
| Totals                    | <u><u>\$ 2,724,975</u></u> |

Source: The City's Annual Financial Report for Fiscal Year Ended September 30, 2015 and information provided by the City

# FINANCIAL INFORMATION REGARDING THE CITY OF KENNEDALE, TEXAS

## ASSESSED VALUATION

TABLE 1

|                                                                                    |    |                    |
|------------------------------------------------------------------------------------|----|--------------------|
| 2015 Actual Certified Market Value of Taxable Property (100% of Market Value)..... | \$ | 619,038,896        |
| Less Exemptions:                                                                   |    |                    |
| Optional Over-65 or Disabled Homestead .....                                       | \$ | 23,150,070         |
| Absolute Exempt .....                                                              |    | 28,414,135         |
| Disabled and Deceased Veteran's Exemptions .....                                   |    | 2,736,270          |
| Freeport Exemption .....                                                           |    | 8,936,224          |
| AG Deferrals .....                                                                 |    | 5,807,462          |
| Value lost to Prorations .....                                                     |    | -                  |
| <b>TOTAL EXEMPTIONS .....</b>                                                      |    | <b>69,044,161</b>  |
| 2015 Assessed Value of Taxable Property.....                                       | \$ | <u>549,994,735</u> |

Source: Tarrant County Appraisal District.

## CITY DEBT OBLIGATIONS - CAPITAL LEASE AND NOTES PAYABLE

TABLE 2

None

Source: The Issuer's Annual Financial Report for the fiscal year ended September 30, 2015.

**TAXABLE ASSESSED VALUATION FOR TAX YEARS 2006-2015**
**TABLE 3**

| Year    | Net Taxable<br>Assessed Valuation | Change From Preceding Year |         |
|---------|-----------------------------------|----------------------------|---------|
|         |                                   | Amount (\$)                | Percent |
| 2006-07 | \$ 387,653,132                    | -                          | 0.00%   |
| 2007-08 | 435,040,102                       | \$ 47,386,970              | 12.22%  |
| 2008-09 | 493,189,136                       | 58,149,034                 | 13.37%  |
| 2009-10 | 541,265,313                       | 48,076,177                 | 9.75%   |
| 2010-11 | 521,526,413                       | (19,738,900)               | (3.65%) |
| 2011-12 | 546,171,493                       | 24,645,080                 | 4.73%   |
| 2012-13 | 539,477,988                       | (6,693,505)                | (1.23%) |
| 2013-14 | 531,917,562                       | (7,560,426)                | (1.40%) |
| 2014-15 | 563,645,099                       | 31,727,537                 | 5.96%   |
| 2015-16 | 549,994,735                       | (13,650,364)               | (2.42%) |

Source: Tarrant County Appraisal District.

**CLASSIFICATION OF ASSESSED VALUATION**
**TABLE 4**

|                                     | 2015                  | % of Total     | 2014                  | % of Total     | 2013                  | % of Total     |
|-------------------------------------|-----------------------|----------------|-----------------------|----------------|-----------------------|----------------|
| Real, Residential, Single-Family    | \$ 370,547,638        | 59.86%         | \$ 339,159,796        | 56.18%         | \$ 319,035,995        | 55.89%         |
| Real, Residential, Multi-Family     | 22,268,058            | 3.60%          | 21,008,704            | 3.48%          | 21,130,106            | 3.70%          |
| Real, Vacant Lots/Tracts            | 14,922,100            | 2.41%          | 20,883,550            | 3.46%          | 18,727,009            | 3.28%          |
| Real, Acreage (Land Only)           | 237,792               | 0.04%          | 1,516,043             | 0.25%          | 2,403,858             | 0.42%          |
| Real, Farm and Ranch Improvements   | -                     | 0.00%          | -                     | 0.00%          | -                     | 0.00%          |
| Real, Commercial                    | 88,588,911            | 14.31%         | 62,524,660            | 10.36%         | 58,087,473            | 10.18%         |
| Real, Industrial                    | 17,019,182            | 2.75%          | 17,141,984            | 2.84%          | 17,832,998            | 3.12%          |
| Oil and Gas                         | 38,213,330            | 6.17%          | 46,471,660            | 7.70%          | 36,841,570            | 6.45%          |
| Real & Tangible, Personal Utilities | 3,904,540             | 0.63%          | 19,951,835            | 3.31%          | 14,593,918            | 2.56%          |
| Tangible Personal, Commercial       | 26,655,795            | 4.31%          | 32,059,368            | 5.31%          | 29,532,001            | 5.17%          |
| Tangible Personal, Industrial       | 31,779,127            | 5.13%          | 36,901,854            | 6.11%          | 44,147,313            | 7.73%          |
| Tangible Personal, Mobile Homes     | 1,289,290             | 0.21%          | 1,176,400             | 0.19%          | 1,156,100             | 0.20%          |
| Real Property, Inventory            | 3,613,133             | 0.58%          | 4,861,033             | 0.81%          | 7,300,912             | 1.28%          |
| <b>Total Appraised Value</b>        | <b>\$ 619,038,896</b> | <b>100.00%</b> | <b>\$ 603,656,887</b> | <b>100.00%</b> | <b>\$ 570,789,253</b> | <b>100.00%</b> |

**Less:**

|                                        |                       |                       |                       |
|----------------------------------------|-----------------------|-----------------------|-----------------------|
| Optional Over-65 or Disabled Homestead | \$ 23,150,070         | \$ 21,004,212         | \$ 20,433,232         |
| Absolute Exempt                        | 28,414,135            | -                     | -                     |
| Disabled and Deceased Veteran's        | 2,736,270             | 2,464,390             | 2,349,877             |
| Freeport Exemption                     | 8,936,224             | 8,986,669             | 7,798,631             |
| AG Deferrals                           | 5,807,462             | 6,213,242             | 8,082,532             |
| Value lost to Prorations               | -                     | 1,343,275             | 207,419               |
| <b>Net Taxable Assessed Valuation</b>  | <b>\$ 549,994,735</b> | <b>\$ 563,645,099</b> | <b>\$ 531,917,562</b> |

**TAX DATA**
**TABLE 5**

| Tax Year | Net Taxable Assessed Valuation | Tax Rate | Tax Levy     | % of Collections Current    | % of Collections Total | Year Ended |
|----------|--------------------------------|----------|--------------|-----------------------------|------------------------|------------|
| 2006     | \$ 387,653,132                 | 0.722500 | \$ 2,800,794 | 99.44                       | 100.46                 | 9/30/2007  |
| 2007     | 435,040,102                    | 0.722500 | 3,143,165    | 99.12                       | 99.88                  | 9/30/2008  |
| 2008     | 493,189,136                    | 0.722500 | 3,563,292    | 97.93                       | 98.60                  | 9/30/2009  |
| 2009     | 541,265,313                    | 0.722500 | 3,910,642    | 97.16                       | 97.80                  | 9/30/2010  |
| 2010     | 521,526,413                    | 0.722500 | 3,768,028    | 97.44                       | 98.06                  | 9/30/2011  |
| 2011     | 546,171,493                    | 0.722500 | 3,946,089    | 98.59                       | 99.94                  | 9/30/2012  |
| 2012     | 539,477,988                    | 0.722500 | 3,897,728    | 98.58                       | 101.44                 | 9/30/2013  |
| 2013     | 531,917,562                    | 0.747500 | 3,976,084    | 98.36                       | 100.00                 | 9/30/2014  |
| 2014     | 563,645,099                    | 0.747500 | 4,213,247    | 98.64                       | 101.00                 | 9/30/2015  |
| 2015     | 549,994,735                    | 0.767500 | 4,221,210    | (In Process of Collections) |                        | 9/30/2016  |

**TAX RATE DISTRIBUTION**
**TABLE 6**

|                       | 2015               | 2014               | 2013               | 2012               | 2011               |
|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| General Fund          | \$ 0.575204        | \$ 0.551216        | \$ 0.560454        | \$ 0.549582        | \$ 0.516013        |
| I & S Fund            | 0.192296           | 0.196284           | 0.187046           | 0.172918           | 0.206487           |
| <b>Total Tax Rate</b> | <b>\$ 0.767500</b> | <b>\$ 0.747500</b> | <b>\$ 0.747500</b> | <b>\$ 0.722500</b> | <b>\$ 0.722500</b> |

Source: Tarrant County Appraisal District.

**PRINCIPAL TAXPAYERS 2015-16**
**TABLE 7**

| Name                           | Type of Business/Property | % of Total 2015 Net Taxable Assessed Valuation | Assessed Valuation |
|--------------------------------|---------------------------|------------------------------------------------|--------------------|
| Chesapeake Operating           | Oil and Gas               | \$ 14,818,090                                  | 2.69%              |
| F W T Inc                      | Oil and Gas               | 8,861,070                                      | 1.61%              |
| Hawk Steel Industries Inc      | Manufacturer              | 8,432,908                                      | 1.53%              |
| Oncor Electric Delivery CO LLC | Utility                   | 7,208,222                                      | 1.28%              |
| Goss International Americas    | Oil and Gas               | 7,206,539                                      | 1.31%              |
| Trinidad Drilling LP           | Oil and Gas               | 6,700,000                                      | 1.22%              |
| Kennedale Holdings LLC         | Real Estate               | 6,449,856                                      | 1.17%              |
| Beacon E&P Company LLC         | Oil and Gas               | 5,567,740                                      | 1.01%              |
| Harrison Jet Guns Inc          | Manufacturer              | 5,071,214                                      | 0.92%              |
| Tealcove Drive LLC             | Real Estate               | 4,350,721                                      | 0.79%              |
|                                |                           | <b>\$ 74,666,360</b>                           | <b>13.54%</b>      |

Source: Tarrant County Appraisal District.



The Issuer has adopted the provisions of Chapter 321, Texas Tax Code, as amended, and pursuant thereto levies a sales and use tax at the rate of 1% on the retail sales of taxable items sold within the Issuer. In addition, some issuers, including the City, are eligible to levy a sales tax of up to  $\frac{1}{2}$  of 1% for property tax relief and/or an additional sales tax of up to  $\frac{1}{2}$  of 1% for economic development. State law also provides certain cities the option of assessing a sales and use tax for a variety of other purposes, including municipal street maintenance and repair, sports and community venues, and funding certain projects through municipal development districts created by the City pursuant to Chapter 377, Texas Local Government Code. State law limits the maximum aggregate sales and use tax rate in any area to  $8\frac{1}{4}\%$ . Accordingly, the collection of local sales and use taxes in the area of the City (including sales and use taxes levied by the City) is limited to no more than 2% (when combined with the State sales and use tax rate of  $6\frac{1}{4}\%$ ).

The Issuer has not authorized the additional  $\frac{1}{2}$  of 1% sales tax for property tax relief but has authorized an additional  $\frac{1}{4}$  of 1% sales tax for economic development and an additional  $\frac{1}{4}$  of 1% sales tax for street maintenance. The figures below represent collections from the combined 1.50% sales tax.

| Calendar Year | Total Collected | % of Ad Valorem Tax Levy | Equivalent of Ad Valorem Tax Rate |
|---------------|-----------------|--------------------------|-----------------------------------|
| 2006          | \$ 1,400,529    | 50.00%                   | 0.361                             |
| 2007          | 1,280,203       | 40.73%                   | 0.294                             |
| 2008          | 1,332,867       | 37.41%                   | 0.270                             |
| 2009          | 1,143,938       | 29.25%                   | 0.211                             |
| 2010          | 1,822,786       | 48.38%                   | 0.350                             |
| 2011          | 1,516,050       | 38.42%                   | 0.278                             |
| 2012          | 1,486,848       | 38.15%                   | 0.276                             |
| 2013          | 1,217,421       | 30.62%                   | 0.229                             |
| 2014          | 1,281,292       | 30.41%                   | 0.227                             |
| 2015          | 1,843,573       | 43.67%                   | 0.335                             |
| 2016          | 372,631         | (As of March, 2016)      |                                   |

Source: State Comptroller's Office of the State of Texas.

## GENERAL FUND COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES

TABLE 9

The following statements set forth in condensed form reflect the historical operations of the Issuer. Such summary has been prepared for inclusion herein based upon information obtained from the Issuer's audited financial statements and records. Reference is made to such statements for further and complete information.

|                                                   | Fiscal Year Ended   |                     |                   |                     |                     |
|---------------------------------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|
|                                                   | 9/30/2015           | 9/30/2014           | 9/30/2013         | 9/30/2012           | 9/30/2011           |
| Fund Balance - Beginning of Year                  | \$ 1,234,186        | \$ 983,994          | \$ 1,113,819      | \$ 1,337,625        | \$ 1,508,586        |
| Revenues                                          | 7,362,971           | 6,856,568           | 6,280,275         | 6,345,096           | 6,372,664           |
| Expenditures                                      | <u>6,745,291</u>    | <u>6,523,102</u>    | <u>6,306,631</u>  | <u>6,720,273</u>    | <u>7,248,822</u>    |
| Excess (Deficit) of Revenues<br>Over Expenditures | \$ 617,680          | \$ 333,466          | \$ (26,356)       | \$ (375,177)        | \$ (876,158)        |
| Other Financing Sources (Uses):                   |                     |                     |                   |                     |                     |
| Operating Transfers In                            | \$ -                | \$ -                | \$ -              | \$ 125,000          | \$ 812,053          |
| Proceeds from Notes Payable                       | -                   | -                   | -                 | -                   | (106,856)           |
| Proceeds from Sale of Capital Assets              | -                   | -                   | -                 | 26,371              | -                   |
| Transfer of Reserved Fund Balance                 | -                   | -                   | -                 | -                   | -                   |
| Operating Transfers Out                           | <u>(111,134)</u>    | <u>(83,274)</u>     | <u>(103,469)</u>  | <u>-</u>            | <u>-</u>            |
| Total Other Financing Sources (Uses):             | \$ (111,134)        | \$ (83,274)         | \$ (103,469)      | \$ 151,371          | \$ 705,197          |
| Prior Period Adjustment                           | \$ (8,291)          | \$ -                | \$ -              | \$ -                | \$ -                |
| Fund Balance - End of Year                        | <u>\$ 1,732,441</u> | <u>\$ 1,234,186</u> | <u>\$ 983,994</u> | <u>\$ 1,113,819</u> | <u>\$ 1,337,625</u> |

Source: The Issuer's Comprehensive Annual Financial Reports and information provided by the Issuer.

**Plan Description**

The City participates as one of 860 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agency multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at [www.tmr.org](http://www.tmr.org).

All eligible employees of the City are required to participate in TMRS.

**Benefits Provided**

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in over of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

Beginning in 2006, the City Council granted an annually repeating (automatic) basis a monetary credit referred to as an updated service credit (USC) which is a theoretical amount which takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2006, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

A summary of plan provisions for the City are as follows:

|                                   |                                                     |
|-----------------------------------|-----------------------------------------------------|
| Employee deposit rate             | 7%                                                  |
| Matching ratio (City to employee) | 2 to 1                                              |
| Years required for vesting        | 5                                                   |
| Service retirement eligibility    | 20 years to any age,<br>5 years at age 60 and above |
| Updated service credit            | 100% Repeating                                      |
| Annuity increase to retirees      | 70% of CPI<br>Repeating                             |

The City does not participate in Social Security

**Employees covered by benefit terms**

At the December 31, 2014 valuation and measurement date, the following employees were covered by the benefit terms:

|                                                                  |            |
|------------------------------------------------------------------|------------|
| Inactive employees or beneficiaries currently receiving benefits | 25         |
| Inactive employees entitled to but not yet receiving benefits    | 90         |
| Active employees                                                 | 68         |
|                                                                  | <u>183</u> |

**Contributions**

The Contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 11.61% and 14.44% in calendar years 2014 and 2015, respectively. The City's contributions to TMRS for the year ended September 30, 2015, were \$483,133, and were equal to the required contributions.

**Net Pension Liability**

The City's Net Pension Liability (NPL) was measured as of December 31, 2014, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

**Actuarial assumptions**

The Total Pension Liability in December 31, 2014 actuarial valuation was determined using the following actuarial assumptions:

|                           |                                                                   |
|---------------------------|-------------------------------------------------------------------|
| Inflation                 | 3.0% per year                                                     |
| Overall payroll growth    | 3.0% per year                                                     |
| Investment Rate of Return | 7.0%, net pension plan investment expense,<br>including inflation |

**EMPLOYEE'S PENSION PLAN AND OTHER POST-EMPLOYMENT BENEFITS (Cont'd)**

Salary increases were based on a service-related table. Mortality rate for active members, retiree, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Disabled Retiree Mortality Table is used, with slight adjustments.

Actuarial assumptions used in the December 31, 2014 valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period January 1, 2006 through December 31, 2009, first used in December 31, 2010 valuation. Healthy post-retirement mortality rates and annuity purchase rates were updated based on a Mortality Experience Investigation Study covering the 2009 through 2011, and the dated December 31, 2013. The assumptions were first used in the December 31, 2013 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually. No additional changes were made for the 2014 valuation.

The long-term expected rate of return on pension plan investments is 7.0%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major assets class are summarized in the following table:

| <b><u>Asset Class</u></b> | <b><u>Allocation</u></b> | <b><u>Long-Term<br/>Expected Real<br/>Rate of Return<br/>(Arithmetic)</u></b> |
|---------------------------|--------------------------|-------------------------------------------------------------------------------|
| Domestic Equity           | 17.5%                    | 4.80%                                                                         |
| International Equity      | 17.5%                    | 6.05%                                                                         |
| Core Fixed Income         | 30.0%                    | 1.50%                                                                         |
| Non-Core Fixed Income     | 10.0%                    | 3.50%                                                                         |
| Real Return               | 5.0%                     | 1.75%                                                                         |
| Real Estate               | 10.0%                    | 5.25%                                                                         |
| Absolute Return           | 5.0%                     | 4.25%                                                                         |
| Private Equity            | 5.0%                     | 8.50%                                                                         |
| Total                     | 100.0%                   |                                                                               |

***Discount Rate***

The discount rate used to measure the Total Pension Liability was 7.0%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability.

## EMPLOYEE'S PENSION PLAN AND OTHER POST-EMPLOYMENT BENEFITS (Cont'd)

### Changes in the Net Pension Liability

|                                                   | Increase (Decrease) |               |              |
|---------------------------------------------------|---------------------|---------------|--------------|
|                                                   | Total               | Plan          |              |
|                                                   | Pension             | Fiduciary     | Net          |
|                                                   | Liability           | Net Pension   | Pension      |
|                                                   | (a)                 | (b)           | (a)-(b)      |
| Balance at 12/31/2013                             | \$ 11,192,430       | \$ 9,589,325  | \$ 1,603,105 |
| Changes for the year:                             |                     |               |              |
| Service cost                                      | 589,507             | \$ -          | 589,507      |
| Interest                                          | 794,485             | \$ -          | 794,485      |
| Difference between expected and actual experience | (102,280)           | \$ -          | (102,280)    |
| Contributions - employer                          | -                   | \$ 397,779    | (397,779)    |
| Contributions - employee                          | -                   | \$ 239,832    | (239,832)    |
| Net investment income                             | -                   | \$ 548,705    | (548,705)    |
| Benefit payments, including                       | -                   |               |              |
| refunds of employee contributions                 | (274,797)           | \$ (274,797)  | -            |
| Administrative expense                            | -                   | \$ (5,727)    | 5,727        |
| Other changes                                     | -                   | \$ (471)      | 471          |
| Net changes                                       | 1,006,915           | \$ 905,321    | \$ 101,594   |
| Balance at 12/31/2014                             | \$ 12,199,345       | \$ 10,494,646 | \$ 1,704,699 |

The following presents the net pension liability of the City, calculated using the discount rate of 7.0%, as well as what the city's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0%) of 1-percentage-higher (8.0%) than the current rate:

|                              | 1%           | Discount  | 1%          |
|------------------------------|--------------|-----------|-------------|
|                              | Decrease in  | Rate      | Increase in |
|                              | Discount     |           | Discount    |
|                              | Rate '(6.0%) | (7.0%)    | Rate'(8.0%) |
| City's net pension liability | 3,997,055    | 1,704,699 | (94,961)    |

### Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS Financial report. The report may be obtained on the Internet at [www.tmr.org](http://www.tmr.org).

### Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2015, the City recognized pension expense of \$471,122.

At September 30, 2015, the city reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|                                                             | Differed    | Deferred   |
|-------------------------------------------------------------|-------------|------------|
|                                                             | Outflows of | Inflows of |
|                                                             | Resources   | Resources  |
| Differences between expected and actual economic experience | \$ -        | \$ 74,584  |
| Difference between projected and actual investment earnings | 98,038      | -          |
| Contributions subsequent to the measurement date            | 371,083     | -          |
| Total                                                       | \$ 469,121  | \$ 74,584  |

**EMPLOYEE'S PENSION PLAN AND OTHER POST-EMPLOYMENT BENEFITS (Cont'd)**

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\$371,083 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2015. Other amounts reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

| Year Ending  |            |
|--------------|------------|
| <u>12/31</u> |            |
| 2015         | \$ (3,186) |
| 2016         | (3,186)    |
| 2017         | 5,318      |
| 2018         | 24,508     |
| 2019         | -          |
| Thereafter   | -          |

**Subsequent Event**

Pursuant to TMRS Policy of conducting experience studies every four years, the TMRS Board at their July 31, 2015 meeting determined that they would be changing certain actuarial assumptions including reducing the long term expected rate of return from the current 7% to 6.75% and changing the inflation assumption from 3% to 2.5%. Reduction of expected investment return and related discount rate will increase projected pension liabilities. Reducing the inflation assumption reduces liabilities as future annuity levels and future cost of living adjustments are not projected to be as large as originally projected. While the actual impact on the City's valuation for December 31, 2015 is not known the City does expect some downward pressure on its funded status and upward pressure on its 2017 actuarially determined contribution (ADC) due to this change. Accordingly, the city has included in its approved fiscal year 2016 budget to continue to fund pension contributions above the required ADC which will help smooth impacts of any increases in the required ADC for fiscal year 2017.

**UTILITY SYSTEM PLANT IN OPERATION****TABLE 11**

|                                   | <b>FYE 9/30/2015</b> |
|-----------------------------------|----------------------|
| Land                              | \$ 409,801           |
| Construction in Progress          | 736,604              |
| Machinery and Equipment           | 958,437              |
| Buildings                         | 5,253,412            |
| Water and Wastewater distribution | <u>15,844,746</u>    |
| Total Capital Assets              | \$ 23,203,000        |
| Less: Accumulated Depreciation    | <u>(7,585,045)</u>   |
| Net Capital Assets                | <u>\$ 15,617,955</u> |

Source: The Issuer's Annual Financial Report for fiscal year ended September 30, 2015 and information provided by the Issuer.

**WATER SUPPLY**

The City has 5 water wells. IN addition, The City has interconnections within the City of Arlington and Fort Worth to insure adequate supply of wter to tis citizens.

**WATERWORKS SYSTEM OPERATING SYSTEM****TABLE 12**

The following condensed statements have been compiled using accounting principles customarily employed in the determination of net revenues available for debt service, and in all instances exclude depreciation, transfers, bad debt, debt service payments and expenditures identified as capital.

| <b>Fiscal Year Ended:</b>              | <b>9/30/2015</b> | <b>9/30/2014</b> | <b>9/30/2013</b> | <b>9/30/2012</b> | <b>9/30/2011</b> |
|----------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Revenues                               | \$ 3,683,823     | \$ 3,775,546     | \$ 3,138,201     | \$ 3,264,892     | \$ 3,633,725     |
| Expenses                               | <u>3,229,698</u> | <u>3,447,091</u> | <u>2,726,206</u> | <u>3,090,592</u> | <u>2,704,590</u> |
| Net Revenue Available for Debt Service | \$ 454,125       | \$ 328,455       | \$ 411,995       | \$ 174,300       | \$ 929,135       |
| Customer Count:                        |                  |                  |                  |                  |                  |
| Water                                  | 2,722            | 2,758            | 2,506            | 2,495            | 2,442            |
| Sewer                                  | 2,427            | 2,390            | 2,267            | 2,222            | 2,216            |

Source: The Issuer's Annual Financial Reports, information provided by the Issuer and the Texas Municipal Reports published by the Municipal Advisory Council of Texas.

**WATER RATES****TABLE 13***(Based on monthly billing)*

New Rates  
(Effective July 1, 2013)

**Service within city limits:**

| <u>Meter Size</u>  | <u>Residential Base</u> | <u>Senior/Disabled Base*</u> | <u>Commercial Base</u>    | <u>Multiple Res/Comm</u> |
|--------------------|-------------------------|------------------------------|---------------------------|--------------------------|
| 3/4"               | 13.87                   | 13.87                        | 13.87                     | 13.87 Per Unit           |
| 1"                 | 23.17                   | 23.17                        | 23.17                     | 13.87 Per Unit           |
| 1/2"               | 46.19                   | 46.19                        | 46.19                     | 13.87 Per Unit           |
| 2"                 | 73.92                   | 73.92                        | 73.92                     | 13.87 Per Unit           |
| 3"                 | 161.87                  | 161.87                       | 161.87                    | 13.87 Per Unit           |
| 4"                 | 291.29                  | 291.29                       | 291.29                    | 13.87 Per Unit           |
| <u>Residential</u> |                         |                              |                           | <u>Multiple Res/Comm</u> |
| <u>Gallons</u>     | <u>Rate</u>             | <u>Senior/Disabled Rate</u>  | <u>Commercial Rate</u>    | <u>Rate**</u>            |
| 0-5,000            | 2.79 Per 1,000 Gallons  | 2.79 Per 1,000 Gallons       | 2.79 Per 1,000 Gallons    | N/A                      |
| 5,001-50,000       | 5.27 Per 1,000 Gallons  | 5.27 Per 1,000 Gallons       | 5.27 Per 1,000 Gallons*** | N/A                      |
| 50,001 +           | 6.19 Per 1,000 Gallons  | 6.19 Per 1,000 Gallons       | 5.27 Per 1,000 Gallons*** | N/A                      |

\*For senior/disabled rate, a credit of \$7.50 per month/billing cycle will apply towards the applicable meter size for water service.

\*\*For multiple residential units on a single water meter, the volume charge shall be calculated on a per unit basis by dividing the total volume of water used by the number of residential units.

\*\*\*For commercial rate, 2nd and 3rd tier volume charge is the same.

**Service outside city limits:**

| <u>Meter Size</u>  | <u>Residential Base</u> | <u>Senior/Disabled Base</u> | <u>Commercial Base</u>   | <u>Multiple Res/Comm</u> |
|--------------------|-------------------------|-----------------------------|--------------------------|--------------------------|
| 3/4"               | 27.75                   | N/A                         | 27.75                    | 27.75 Per Unit           |
| 1"                 | 46.33                   | N/A                         | 46.33                    | 27.75 Per Unit           |
| 1/2"               | 92.38                   | N/A                         | 92.38                    | 27.75 Per Unit           |
| 2"                 | 147.85                  | N/A                         | 147.85                   | 27.75 Per Unit           |
| 3"                 | 323.75                  | N/A                         | 323.75                   | 27.75 Per Unit           |
| 4"                 | 582.58                  | N/A                         | 582.58                   | 27.75 Per Unit           |
| <u>Residential</u> |                         |                             |                          | <u>Multiple Res/Comm</u> |
| <u>Gallons</u>     | <u>Rate</u>             | <u>Senior/Disabled Rate</u> | <u>Commercial Rate</u>   | <u>Rate*</u>             |
| 0-5,000            | 2.79 Per 1,000 Gallons  | 2.79 Per 1,000 Gallons      | 2.79 Per 1,000 Gallons   | N/A                      |
| 5,001-50,000       | 5.27 Per 1,000 Gallons  | 5.27 Per 1,000 Gallons      | 5.27 Per 1,000 Gallons** | N/A                      |
| 50,001 +           | 6.19 Per 1,000 Gallons  | 6.19 Per 1,000 Gallons      | 5.27 Per 1,000 Gallons** | N/A                      |

**Note:** Senior/disabled credit does not apply to service outside the city limits.

\*For multiple residential units on a single water meter, the volume charge shall be calculated on a per unit basis by dividing the total volume of water used by the number of residential units.

\*\*For commercial rate, 2nd and 3rd tier volume charge is the same.

Old Rates  
(Effective February 15, 2009)

These rates apply to all "in-city" customers.

| <u>Gallons</u> | <u>Rate</u>                                     |
|----------------|-------------------------------------------------|
| 0-2,000        | \$18.00 Per month (minimum bill)                |
| 2,001-5,000    | 4.40 Per month 1,000 gallons or portion thereof |
| 5,001-10,000   | 4.68 Per month 1,000 gallons or portion thereof |
| 10,001-30,000  | 4.90 Per month 1,000 gallons or portion thereof |
| 30,001-50,000  | 5.12 Per month 1,000 gallons or portion thereof |
| 50,001+        | 5.50 Per month 1,000 gallons or portion thereof |

These rates apply to all "out-of-city" customers

| <u>Gallons</u> | <u>Rate</u>                               |
|----------------|-------------------------------------------|
| 0-2,000        | \$ 27.00 Per month (minimum bill)         |
| 2,001-5,000    | 7.20 Per 1,000 gallons or portion thereof |
| 5,001-10,000   | 7.65 Per 1,000 gallons or portion thereof |
| 10,001-30,000  | 8.01 Per 1,000 gallons or portion thereof |
| 30,001-50,000  | 8.37 Per 1,000 gallons or portion thereof |
| 50,001 +       | 9.00 Per 1,000 gallons or portion thereof |

The price for 3/4" water meter is set at \$1,500. the price for a 1" water meter is set at \$1,600. All fire service meters cost \$2,000 and must be deemed necessary by water superintendent



## WATER RATES - CONT'D

(Based on Monthly Billing)

### Gas Well Drilling

| <u>Meter Size</u> |    | <u>Residential</u><br><u>Base</u> | <u>Senior/Disabled</u><br><u>Base</u> |    | <u>Commercial</u><br><u>Base</u> | <u>Multiple</u><br><u>Res/Comm</u><br><u>Base</u> |
|-------------------|----|-----------------------------------|---------------------------------------|----|----------------------------------|---------------------------------------------------|
| 2"                | \$ | 249.16                            | N/A                                   | \$ | 249.16                           | N/A                                               |
| 3"                | \$ | 545.58                            | N/A                                   | \$ | 545.58                           | N/A                                               |
| 4"                | \$ | 981.82                            | N/A                                   | \$ | 981.82                           | N/A                                               |

| <u>Gallons</u> |  | <u>Residential</u><br><u>Rate</u> | <u>Senior/Disabled</u><br><u>Rate</u> |  | <u>Commercial</u><br><u>Rate</u> | <u>Multiple</u><br><u>Res/Comm</u><br><u>Rate</u> |
|----------------|--|-----------------------------------|---------------------------------------|--|----------------------------------|---------------------------------------------------|
| 0-5,000        |  | \$7.24 Per 1,000 Gallons          | N/A                                   |  | \$7.24 Per 1,000 Gallons         | N/A                                               |
| 5,001+ Gallons |  | \$7.24 Per 1,000 Gallons          | N/A                                   |  | \$7.24 Per 1,000 Gallons         | N/A                                               |

## SEWER RATES

(Based on Monthly Billing)

### Service within city limits:

|                   | <u>Residential</u> | <u>Senior/</u><br><u>Disabled</u> | <u>Commercial</u> | <u>Multiple</u><br><u>Res/Comm</u> |
|-------------------|--------------------|-----------------------------------|-------------------|------------------------------------|
| Base              | \$17.19            | \$17.19*                          | \$28.64           | N/A                                |
| per 1,000 Gallons | \$4.09             | \$4.09                            | \$4.48            | N/A                                |

\*For senior/disabled rate, a credit of \$7.50 per month/billing cycle will apply towards the applicable base for sewer service.

### Service Outside city limits:

|                   | <u>Residential</u> | <u>Senior/</u><br><u>Disabled</u> | <u>Commercial</u> | <u>Multiple</u><br><u>Res/Comm</u> |
|-------------------|--------------------|-----------------------------------|-------------------|------------------------------------|
| Base              | \$34.37            | N/A                               | \$57.28           | N/A                                |
| per 1,000 Gallons | \$8.17             | N/A                               | \$8.96            | N/A                                |

**Note:** Senior/disabled credit does not apply to service outside the city limits.



## Staff Report to the Honorable Mayor and City Council

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**Date:** April 18, 2016

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

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**I. Subject:**

Approve Schedule of Investment Activity for quarter ending March 31, 2016

**II. Originated by:**

**III. Summary:**

In accordance with Public Funds Investment Act (PFIA), the investments should be reported quarterly. This is for the second quarter for FY 16 and subsequently will be presented for each quarter to Council to stay current with PFIA.

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

Approve

**VII. Alternative Actions:**

**VIII. Attachments:**

|    |                                            |                                            |
|----|--------------------------------------------|--------------------------------------------|
| 1. | March 31, 2016 Quarterly Investment Report | March 31 2016 Qtrly Investment Report .pdf |
|----|--------------------------------------------|--------------------------------------------|

**City of Kennedale, Texas**

**SCHEDULE OF INVESTMENT ACTIVITY**

**For The Quarter Ending March 31, 2016**

**CITY OF KENNEDALE, TEXAS  
INVESTMENT REPORT  
FOR QUARTER ENDING MARCH 31, 2016**

The Quarterly Investment Report provides the City's investment portfolio position as of the report period indicated above. Fund of the City are invested in accordance with the City of Kennedale Investment Policy as originally adopted on September 13, 2001 and subsequently reviewed on October 19, 2015.

**SUMMARY OF INVESTMENTS FOR THE QUARTER**

99.2% of the City of Kennedale's investments are owned by the Pooled Cash Fund. The remaining .8% goes to the \$2.0M 2010 CO Bond Fund, \$1.7M TX Leverage Fund, and Clearing Funds. As of the reporting quarter, 57.16% of the City's investments are in investment pools, and 42.84% are invested in money market savings accounts.

**INVESTMENT STRATEGIES**

The City's main objectives in managing the portfolio are as follows: suitability, preservation & safety of principal, liquidity, marketability, diversification, and yield.

**INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN**

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

**MONTHLY BALANCES- INVESTMENTS**

| Investment Pool               | Account Name       | Interest Rate | January 2016           | February 2016          | March 2016             | Interest Earned    |
|-------------------------------|--------------------|---------------|------------------------|------------------------|------------------------|--------------------|
| Texas Daily                   | Consolidated Cash  | 0.03%         | \$ 31,402.35           | \$ 31,412.09           | \$ 31,422.92           | \$ 29.89           |
| TexStar                       | Consolidated Cash  | 0.03%         | 327,216.99             | 327,298.81             | 327,394.72             | 253.12             |
| TexPool                       | \$1.7M TX Leverage | 0.06%         | 19.25                  | 19.25                  | 19.25                  | -                  |
| TexPool                       | \$2.0M CO Bond     | 0.02%         | 29,460.74              | 29,467.78              | 29,475.98              | 21.94              |
| TexPool                       | Central Deposit    | 0.02%         | 2,700,929.28           | 1,778,779.97           | 1,615,293.00           | 1,534.03           |
| <b>TOTAL INVESTMENT POOLS</b> |                    |               | <b>\$ 3,089,028.61</b> | <b>\$ 2,166,977.90</b> | <b>\$ 2,003,605.87</b> | <b>\$ 1,838.98</b> |

**MONTHLY BALANCES- WELLSFARGO**

| Bank                    | Account Name                  | Interest Rate | January 2016           | February 2016          | March 2016             | Interest Earned |
|-------------------------|-------------------------------|---------------|------------------------|------------------------|------------------------|-----------------|
| Wellsfargo              | Consolidated Cash             | N/A           | \$ 1,171,155.51        | \$ 1,499,898.49        | \$ 1,357,339.27        | \$ -            |
| Wellsfargo              | Payroll Clearing              | 0.04%-0.05%   | 3.69                   | 4.24                   | 147,333.31             | 1.10            |
| Wellsfargo              | Section 125 Flex              | 0.04%-0.05%   | 25.76                  | 25.76                  | 713.24                 | -               |
| Wellsfargo              | Dick Price Rd                 | 0.005%        | 7.39                   | 7.39                   | 7.39                   | -               |
| Wellsfargo              | Employee Health Benefit Trust | N/A           | 11.69                  | 11.87                  | 12.13                  | -               |
| <b>TOTAL WELLSFARGO</b> |                               |               | <b>\$ 1,171,204.04</b> | <b>\$ 1,499,947.75</b> | <b>\$ 1,505,405.34</b> | <b>\$ 1.10</b>  |

|                                    |                        |                        |                        |                    |
|------------------------------------|------------------------|------------------------|------------------------|--------------------|
| <b>TOTAL MONTHLY BALANCES- ALL</b> | <b>\$ 4,260,232.65</b> | <b>\$ 3,666,925.65</b> | <b>\$ 3,509,011.21</b> | <b>\$ 1,840.08</b> |
|------------------------------------|------------------------|------------------------|------------------------|--------------------|

**TRANSACTION ACTIVITY- INVESTMENTS**

| Investment Pool               | Account Name       | Balance                |                        |                          | Balance            |                        |
|-------------------------------|--------------------|------------------------|------------------------|--------------------------|--------------------|------------------------|
|                               |                    | 1/1/2016               | Deposits               | Withdrawals              | Interest           | 3/31/2016              |
| Texas Daily                   | Consolidated Cash  | \$ 31,393.03           | \$ -                   | \$ -                     | \$ 29.89           | \$ 31,422.92           |
| TexStar                       | Consolidated Cash  | 327,141.60             | -                      | -                        | 253.12             | 327,394.72             |
| TexPool                       | \$1.7M TX Leverage | 19.25                  | -                      | -                        | -                  | 19.25                  |
| TexPool                       | \$2.0M CO Bond     | 29,454.04              | -                      | -                        | 21.94              | 29,475.98              |
| TexPool                       | Central Deposit    | 1,748,390.19           | 2,557,588.11           | (2,692,219.33)           | 1,534.03           | 1,615,293.00           |
| <b>TOTAL INVESTMENT POOLS</b> |                    | <b>\$ 2,136,398.11</b> | <b>\$ 2,557,588.11</b> | <b>\$ (2,692,219.33)</b> | <b>\$ 1,838.98</b> | <b>\$ 2,003,605.87</b> |

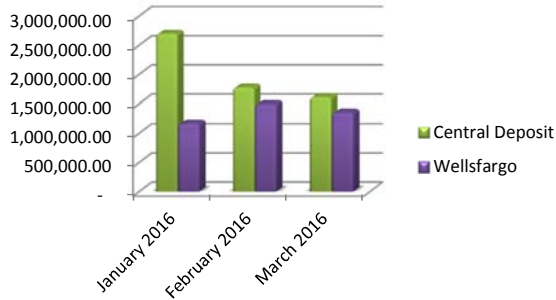
**TRANSACTION ACTIVITY- WELLSFARGO**

| Bank                    | Account Name                  | Balance                |                        |                          | Balance        |                        |
|-------------------------|-------------------------------|------------------------|------------------------|--------------------------|----------------|------------------------|
|                         |                               | 1/1/2016               | Deposits               | Withdrawals              | Interest       | 3/31/2016              |
| Wellsfargo              | Consolidated Cash             | \$ 1,479,140.95        | \$ 4,359,663.80        | \$ (4,481,465.48)        | \$ -           | \$ 1,357,339.27        |
| Wellsfargo              | Payroll Clearing              | 638.10                 | 1,089,028.23           | (942,334.12)             | 1.10           | 147,333.31             |
| Wellsfargo              | Section 125 Flex              | 25.76                  | 2,062.44               | (1,374.96)               | -              | 713.24                 |
| Wellsfargo              | Dick Price Rd                 | 7.39                   | -                      | -                        | -              | 7.39                   |
| Wellsfargo              | Employee Health Benefit Trust | 11.64                  | 125,852.84             | (125,852.35)             | -              | 12.13                  |
| <b>TOTAL WELLSFARGO</b> |                               | <b>\$ 1,479,823.84</b> | <b>\$ 5,576,607.31</b> | <b>\$ (5,551,026.91)</b> | <b>\$ 1.10</b> | <b>\$ 1,505,405.34</b> |

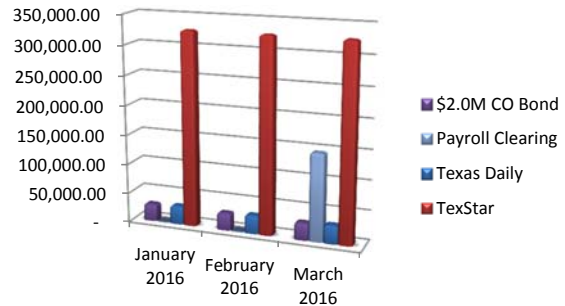
# CASH BREAKDOWN BY FUND

|                                 | January 2016    | February 2016   | March 2016      |
|---------------------------------|-----------------|-----------------|-----------------|
| 01- General Fund                | \$ 2,061,995.52 | \$ 2,412,628.16 | \$ 2,311,952.52 |
| 02- Debt Service Fund           | 612,470.23      | 85,783.57       | 106,612.11      |
| 04- Capital Project Fund        | 37,627.83       | 55,185.32       | 61,378.03       |
| 05- Capital Replacement Fund    | (17,762.40)     | 1,679.80        | (10,515.13)     |
| 07- Storm Drainage Utility Fund | 111,569.27      | 126,822.52      | 146,945.47      |
| 10- Water/Sewer Fund            | (197,570.76)    | (692,137.81)    | (737,348.34)    |
| 12- Court Security Fund         | 9,129.60        | 9,552.21        | 10,084.03       |
| 13- Capital Bond Fund           | 61,610.31       | 6,928.80        | (60,646.28)     |
| 14- Park Dedication Fund        | 171,773.06      | 171,798.25      | 171,821.65      |
| 15- Economic Development Fund   | 107,213.29      | 144,920.85      | 167,659.06      |
| 16- Court Technology Fund       | 4,850.50        | 5,413.21        | 5,437.83        |
| 17- Streets Improvement Fund    | 511,110.00      | 519,456.41      | 500,574.88      |
| 18- Juvenile Case Manager Fund  | 23,600.89       | 22,648.71       | 21,943.26       |
| 19- EDC4B Capital Bond Fund     | 29,460.74       | 29,467.78       | 29,475.98       |
| 21- TIF #1 New Hope Fund        | (5,269.75)      | 34,354.18       | 34,354.18       |
| 31- Police Seizure Fund         | 6,538.17        | 6,539.12        | 6,540.02        |
| 32- Library Building Fund       | 10,871.64       | 11,009.91       | 11,288.32       |
| 34- LEOSE Fund                  | -               | -               | 1,767.59        |
| 41- Park Development Fund       | 39,808.50       | 51,854.13       | 60,393.46       |
| 45- Roadway Impact Fee Fund     | 303,468.28      | 269,909.40      | 270,952.31      |
| 61- Water Impact Fee Fund       | 133,732.37      | 145,502.65      | 150,418.31      |
| 62- Sewer Impact Fee Fund       | 54,188.82       | 57,764.38       | 58,052.29       |
| 83- Tree Reforestation Fund     | 67,821.83       | 67,831.78       | 67,841.01       |
| 85- Unclaimed Property Fund     | 1,990.24        | 1,990.24        | 1,990.24        |
| 95- EDC Reserve Fund            | 120,004.47      | 120,022.08      | 120,038.41      |
| TOTAL ALL FUNDS                 | \$ 4,260,232.65 | \$ 3,666,925.65 | \$ 3,509,011.21 |

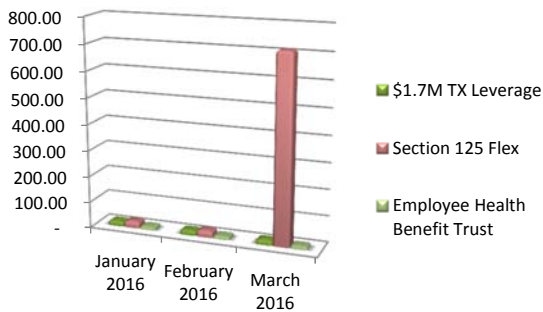
## Main Accounts



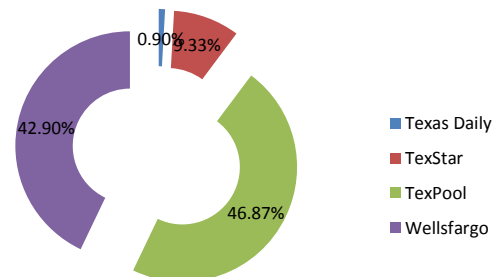
## Other Accounts



## Holding Accounts



## Distribution of Money



## STAFF REPORT TO THE BOARD OF DIRECTORS

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**Date:** April 18, 2016

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

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**I. Subject:**

Consider approval of design contract with Freese and Nichols for the design of a sewer line to serve the Texas Raceway property

**II. Originated by:**

**III. Summary:**

The development agreement with Texas Raceway/McMillan family requires the City TIRZ to prepare design plans for the extension of wastewater service to serve the residential subdivision planned for the tract. Staff recommends the engagement of Freese & Nichols Engineering firm to prepare the plans. The proposed contract calls for preparation of the plans for bidding and preparing easement descriptions. The limits of the project are only serving the Texas Raceway (Line A and Line B1 identified in the preliminary design report/route study).

A summary of the cost breakdown:

- Freese and Nichols = \$87,190
- Lamb Star (Surveying, SUE and Easement Description) = \$ 28,385
- Texplor of Dallas (Geotechnical Boring) = \$2,211
- Gorrondona (Geotechnical Testing) = \$2,134
- Total Fee = \$119,920

The TIRZ does not have sufficient funds to cover the cost of the study; hence, the City will need to pay for the design with reimbursement to occur in the future when funds are available. The TIRZ and/or the City will not look for the other participating taxing jurisdictions for repayment.

**IV. Recommendation:**

Approve

**V. Alternative Actions:**

**VI. Attachments:**

|    |                                                           |                              |
|----|-----------------------------------------------------------|------------------------------|
| 1. | Freese and Nichols, Inc. - Professional Service Agreement | Sewer Extension Contract.pdf |
|----|-----------------------------------------------------------|------------------------------|

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS                   §

COUNTY OF TARRANT       §

This AGREEMENT is entered into by the City of Kennedale, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Extension of Existing Sewer.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$119,920.00. Details concerning the fee are included in Attachment CO.  
  
If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**City of Kennedale, TX**  
(OWNER)

By: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name and Title

ATTEST:

**Freese and Nichols, Inc.**  
(FNI)

By: Nicholas Lester

Nicholas Lester, Vice President  
Print or Type Name and Title

**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER****Project Description**

Near the Texas Raceway, the City of Kennedale is planning to extend their sewer system to the south in order to prepare for future development. The extension will be approximately 2560 feet of 12 inch diameter sewer pipe. The scope below is for the professional services that will be provided to prepare construction plans and specifications. The services include: an environmental study, topographic survey, subsurface utility engineering, geotechnical study, and engineering.

**ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

- A. **DESIGN PHASE:** FNI shall provide professional services in this phase as follows:
1. Hold kickoff meeting with Owner
  2. Monthly update meetings and or reports
  3. For the 60% Submittal
    - a. Prepare drawings, specifications, Construction Contract Documents, and Opinions of Probable Construction Cost (OPCC) of improvements to be constructed.
    - b. Submit five copies to the OWNER for review
    - c. Attend a review meeting with OWNER to review submittal
  4. For the 99% Submittal
    - a. Prepare drawings, specifications, Construction Contract Documents, and Opinions of Probable Construction Cost (OPCC) of improvements to be constructed.
    - b. Incorporate the City's comments from the 60% design review
    - c. Coordinate with impacted utility owners
    - d. Perform constructability review
    - e. Submit five copies to the OWNER for review
    - f. Attend a review meeting with OWNER to review submittal
  5. For the Final Submittal
    - a. Prepare drawings, specifications, Construction Contract Documents, and Opinions of Probable Construction Cost (OPCC) of improvements to be constructed.
    - b. Incorporate the City's comments from the 99% design review
    - c. Seal the documents
    - d. Submit five copies to the OWNER
    - e. Notify TCEQ via the Summary Transmittal Letter, and send them plans for review if they request them
- B. **BID OR NEGOTIATION PHASE.** Upon completion of the design services and approval of "Final" drawings and specifications by OWNER and TCEQ, and when directed by the OWNER, FNI will proceed with the performance of services in this phase as follows:



1. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
  2. Advertise Bid Documents on CivCast.
  3. Maintain information on entities that have been downloaded a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
  4. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
  5. Assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
  6. Assist Owner in preparation of the Letter of Recommendation of Award.
  7. Assist OWNER in the preparation of Conformed Construction Contract Documents for construction contracts. Provide ten (10) sets of Conformed Construction Contract Documents which include changes caused by addenda reflected in the plans and specifications, information from the apparent low bidders bid documents, and legal documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
  8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist OWNER in preparing the Notice to Proceed.
2. Assist OWNER in conducting one pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
3. Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
4. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
6. Make six visits appropriate to the stage of construction to the site on the same day as the monthly progress meeting (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.
7. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
8. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by CONTRACTOR and is not included in the services to be performed by FNI.
9. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

10. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
12. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
13. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
14. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to OWNER.

D. SPECIAL SERVICES

1. Obtain one (1) Right of Entry. FNI will send one (1) land owner a Right of Entry form. If Right of Entry is denied, the Owner will assist in providing access.
2. Environmental Study. Based on our understanding, the proposed project would not require Section 404 permit authorization from the U.S. Army Corps of Engineers (USACE), as the action would apparently not involve the discharge of dredged or fill material into waters of the U.S. If it is determined that the proposed project would require USACE authorization, FNI would notify the City immediately. FNI can provide Section 404 permitting services to the City, if required, as an additional service. Following are the tasks that we propose to assist the City in conducting the necessary environmental evaluation, and if necessary, permit authorizations associated with the proposed project.
  - a. Gather and Review Existing Information. FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.

- b. Conduct Pedestrian Survey. FNI will conduct a pedestrian survey along the proposed pipeline easement, including a 75-foot wide buffer each side of the centerline (150 feet total), to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S., if present. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.
- c. Coordinate with the Texas Historical Commission. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project may exceed one or both of these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for the City's review and comment. FNI will incorporate the City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services, but can be provided as an additional service.
- d. Prepare Technical Memorandum. Based on our understanding of the proposed project, it appears that Line A could be constructed without requiring notification to or authorization from the USACE. Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status, if present. The draft technical memorandum will be submitted to the City for review and comment. After incorporating the City's comments into the document, FNI will submit a final technical memorandum to the City.

### 3. Geotechnical Study

#### **Task 1- Field Exploration**

- a. Select appropriate locations for exploratory borings. The Engineer will coordinate with the City of Kennedale and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- b. Subcontract with a drilling contractor to drill a total of six (6) borings, three at a depth of 35 feet and three at a depth of 20 feet.
- c. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock, if encountered, will be tested in-situ using the TxDOT Texas Cone Penetrometer (TCP) test, as appropriate for the material.
  - a. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
  - b. At completion of drilling and sampling, the borings will be backfilled with auger cuttings.
- d. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

#### **Task 2 – Laboratory Testing**

- e. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- f. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- g. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

- h. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
- i. Moisture content
- j. Dry unit weight
- k. Unconfined compressive strength

### **Task 3 – Engineering Analysis**

- l. Prepare a Geotechnical Investigation Report summarizing the field exploration, laboratory testing, and engineering analysis to include the following:
  - m. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
  - n. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
  - o. General discussion of expected construction related issues.
  - p. Earthwork related recommendations for use during development of plans and specifications.
  - q. Submittals will include one (1) paper copy and one (1) electronic PDF copy of the Geotechnical Investigation Report.
- 4. Subsurface Utility Engineering (SUE) and Surveying
  - a. Perform Level D SUE by calling the One Call Agency and visually inspecting the area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be here forth referred to as “unknown” utilities. The area will be scanned with electronic prospecting equipment to search for unknown utilities. However, FNI nor their Sub Consultant will be responsible for designating and locating unknown utilities that were not detected while scanning the work area.
  - b. Perform Level B SUE for a 150 foot wide section for up to 2,560 feet. All existing utilities shall be surveyed.
- 5. Topographic Survey
  - a. Establish horizontal and vertical control from existing survey references on previous City of Kennedale projects in the area. The horizontal datum shall be North American Datum 1983 and the vertical datum shall be North American Vertical Datum 1988.
  - b. Establish 5/8 inch rods every 500 feet along alignment
  - c. Cross sections shall be taken at no more than 50’ intervals along with apparent break lines as required to provide a digital topographic design file at 1’ contour intervals. Top of ground shall obtained to 0.10’ accuracy.
  - d. Survey existing utilities and soil borings.
  - e. Search for and survey in any FEMA benchmarks on the project site
  - f. Locate and identify approximate property lines for the subject property, as described in current deed of record within Tarrant County Deed Records. Locate and show found property corners within the survey limits. Tarrant County Deed Records shall be searched for easements that may affect the subject property and identify the affects, if any, on the subject property and show the locations of the easements, if possible. Identify property owner names per deed, posted street addresses and deed recording information, for the subject property and immediate adjoining properties within the survey limits.
  - g. Types of existing pavement surfaces shall be identified for streets, alleys, sidewalks, driveways, etc. Any planters, mailboxes (with type) and other improvements shall be identified.
  - h. Invert elevations and size/type of visible utility, drainage pipes and culverts shall be identified for any visible manholes and culverts within the project limits. For gravity flow utilities (i.e. storm water and sanitary sewer) tie in the manhole upstream and downstream of the last manhole. This may result in having to tie in manholes that are outside the project limits. Note any relevant information (damaged, silted in, etc.)

- i. One (1) easement description and exhibit will be included in the scope of work. Acquisition of the easement can be provided as an Additional Service.
- j. A tree survey is not included in this scope because City Ordinance 268, Section 16-80 exempts all areas within utility or drainage easements from the tree protection plan. However, the Surveyor will survey the outside limits of dense trees and individual trees 6 inches in diameter and greater; trees that need to be protected can be marked on the plans.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Furnish OWNER, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
- B. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. GIS mapping services or assistance with these services.
- E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment.
- J. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase.
- L. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

- M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- N. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- O. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- P. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Q. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- R. Services required to resolve bid protests or to rebid the projects for any reason.
- S. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- T. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- U. Providing services after the completion of the construction phase not specifically listed in Article I.
- V. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- W. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- X. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Y. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Z. Provide follow-up professional services during Contractor's warranty period.
- AA. Preparation of a Nationwide Permit (NWP) Pre-Construction Notification (PCN) for submittal to the USACE.
- BB. Conducting an archeological survey along the proposed pipeline alignments.
- CC. Formal delineations of potential waters of the U.S.
- DD. Preparation of a preliminary Jurisdictional Determination report.

- EE. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
- FF. Preparation of an individual 404 permit application (IP).
- GG. Presence/absence surveys for federally listed threatened/endangered species.
- HH. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- II. Application for General Land Office Easement.
- JJ. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
- KK. Other environmental services not specifically defined in this scope of services.
- LL. Potholing for SUE Level A.



### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- A. Kickoff Meeting with OWNER. Within One Week of Notice to Proceed
- B. Preliminary Design:
  - a. Right of Entry, SUE, and Survey: Within 10 Weeks of Notice to Proceed
  - b. Geotech and Environmental Studies: Within 15 Weeks of Notice to Proceed
- C. 60% Design. Within 5 Weeks of the Completion of SUE and Survey.
- D. 99% Design. Within 3 Weeks after the 60% Review Meeting.
- E. Sealed Documents. Within one Week after the 99% Review Meeting.
- F. Bid and Construction Phase Services: To be Determined

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

### ARTICLE IV

**RESPONSIBILITIES OF OWNER:** OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,

- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- J. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.

- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article IV.

#### ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and OWNER designate the following representatives:

Owner's Designated Representative – Larry Ledbetter, Project Manager  
923 E. Kennedale Parkway  
Kennedale, TX 76060  
[lldbetter@cityofkennedale.com](mailto:lldbetter@cityofkennedale.com)  
(817)985-2171

FNI's Designated Representative – James Johnson, Project Manager  
4055 International Plaza, Suite 200  
Fort Worth, TX 76109  
[JKJ@freese.com](mailto:JKJ@freese.com)  
(817) 735-7264

FNI's Accounting Representative – Matt Shafer  
4055 International Plaza, Suite 200  
Fort Worth, TX 76109  
[MCS@freese.com](mailto:MCS@freese.com)  
(214) 217-2238

**COMPENSATION**

Compensation to FNI shall be the lump sum fee of One Hundred Nineteen Thousand Nine Hundred Twenty Dollars (\$119,920). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

**Schedule of Charges:**

| <b><u>Position</u></b>        | <b><u>Min</u></b> | <b><u>Max</u></b> |
|-------------------------------|-------------------|-------------------|
| Professional - 1              | 68                | 116               |
| Professional - 2              | 88                | 148               |
| Professional - 3              | 94                | 181               |
| Professional - 4              | 138               | 221               |
| Professional - 5              | 175               | 243               |
| Professional - 6              | 166               | 442               |
| Construction Manager - 1      | 86                | 114               |
| Construction Manager - 2      | 104               | 150               |
| Construction Manager - 3      | 129               | 161               |
| Construction Manager - 4      | 162               | 220               |
| CAD Technician/Designer - 1   | 57                | 99                |
| CAD Technician/Designer - 2   | 90                | 129               |
| CAD Technician/Designer - 3   | 116               | 166               |
| Corporate Project Support - 1 | 42                | 96                |
| Corporate Project Support - 2 | 70                | 173               |
| Corporate Project Support - 3 | 76                | 335               |
| Intern/ Coop                  | 35                | 64                |

**Rates for In-House Services****Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

|                            | <b><u>B&amp;W</u></b> | <b><u>Color</u></b> |
|----------------------------|-----------------------|---------------------|
| Small Format (per copy)    | \$0.10                | \$0.25              |
| Large Format (per sq. ft.) |                       |                     |
| Bond                       | \$0.25                | \$0.75              |
| Glossy / Mylar             | \$0.75                | \$1.25              |
| Vinyl / Adhesive           | \$1.50                | \$2.00              |
| Mounting (per sq. ft.)     | \$2.00                |                     |
| Binding (per binding)      | \$0.25                |                     |

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and rates will be adjusted annually in February.**

340-22015

## TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Kennedale, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

|                                                                       |                                                           |
|-----------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Commercial General Liability</b><br>General Aggregate      \$2,000 | <b>Workers' Compensation</b><br>Each Accident      \$500  |
| <b>Automobile Liability (Any Auto)</b><br>CSL      \$1,000            | <b>Professional Liability</b><br>\$3,000 Annual Aggregate |
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

## STAFF REPORT TO THE BOARD OF DIRECTORS

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**Date:** April 18, 2016

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

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**I. Subject:**

Consider approval of design contract with Freese and Nichols for the hydraulic analysis of the bridge structures under the TxDOT bridge replacement program

**II. Originated by:**

**III. Summary:**

The proposed design contract is through a contract amendment for New Hope Road. Freese & Nichols, the engineering firm doing the work is proposing to take the southern-most 3000 feet of the project limits from the schematic design to a 90% design level. This will include roadway design, hydraulic analysis and design, design survey and subsurface utility engineering. The following documents detail the anticipated work:

- Contract Change Authorization Form
- Scope of Services
- Detailed Cost Breakdown
- Form 1295

The proposed work is being done to coordinate with the planned TxDOT replacement of the bridge on New Hope Road.

Staff recommends approval of the contract amendment with the understanding that the City of Kennedale will cover the deficit for the design cost and will not look to the participating taxing jurisdictions for payment. This will be a liability for the TIRZ fund with payment coming from future revenues.

**IV. Recommendation:**

Approve

**V. Alternative Actions:**

**VI. Attachments:**

|    |                                               |                                                |
|----|-----------------------------------------------|------------------------------------------------|
| 1. | Contract Change Authorization Amendment # 1   | KEN15333 Amend 1 - Authorization Form.pdf      |
| 2. | Scope of Services - Contract Amendment # 1    | KEN15333 Amend 1 - Scope of Services.pdf       |
| 3. | Detailed Cost Breakdown                       | KEN15333 Amend 1 - Detailed Cost Breakdown.pdf |
| 4. | Form 1295 - Certificate of Interested Parties | Form 1295 Certificate 100039020.pdf            |


**CONTRACT CHANGE AUTHORIZATION**  
**Amend #1**

|                                                                                                                                                         |                                  |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------|
| <b>Client:</b> City of Kennedale<br>923 E. Kennedale Parkway<br>Kennedale, TX 76060<br>Attn: Bob Hart                                                   | <b>FNI Project No.:</b> KEN15333 |           |
|                                                                                                                                                         | <b>Client Contract Ref.:</b>     |           |
|                                                                                                                                                         | <b>Date:</b> April 8, 2016       |           |
| <b>Project Description:</b> New Hope Road                                                                                                               |                                  |           |
| <b>Description of Services Added/Deleted:</b><br><br>As more fully described in the attached Scope of Services                                          |                                  |           |
| <b>Deliverables:</b><br><br>As more fully described in the attached Scope of Services                                                                   |                                  |           |
| <b>Compensation shall be adjusted as follows:</b><br><br>A lump sum fee of Two Hundred Twenty Five Thousand Six Hundred Seventy Six Dollars (\$225,676) |                                  |           |
|                                                                                                                                                         | <b>Original Contract</b>         | \$172,635 |
|                                                                                                                                                         | <b>Amended Amount</b>            | \$225,676 |
|                                                                                                                                                         | <b>Revised Total Contract</b>    | \$398,311 |
| <b>Schedule shall be adjusted as follows:</b><br><br>As more fully described in the attached Scope of Services                                          |                                  |           |

***The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.***

- ☐ A contract modification will be submitted.  
☒ This Contract Change Authorization will serve as contract modification.

**FREESE AND NICHOLS, INC.:**
**CITY OF KENNEDALE, TEXAS:**

BY:   
Chris B Bosco  
 Print Name

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name

TITLE: Principal

TITLE: \_\_\_\_\_

DATE: Principal 4/8/16

DATE: \_\_\_\_\_



## **New Hope Road**

### **Scope of Services – Contract Amendment #1**

#### **Description**

As one of the bridge class culverts was selected for funding as part of the TxDOT off-system bridge replacement program, this design contract will move the design forward on the southern-most 3,000 linear feet (beginning at the transition to Hudson Village Creek Road) of New Hope Road from the current schematic level design to a 90% level design. This effort will include roadway design, hydraulic analysis and detailed design survey and property acquisition documents. The two creek crossings are anticipated to be culvert designs as shown in the previous hydraulic memo with a pedestrian underpass adjacent to the northern culvert. Construction plans and specifications package are not included at this time as the timetable to construction and the contracting method are uncertain at this time.

#### **Roadway Design**

1. FNI will visit the site up to three (3) times during the design process to confirm design elements.
2. FNI will utilize design survey to review and confirm the roadway geometry. Significant change to the roadway alignment from the schematic design may be an additional service.
3. FNI will utilize the topographic survey to revise the roadway profile. As the profile for the schematic was based on 1' contour data, profile revisions may be necessary for this design and this effort is assumed as part of this scope.
4. FNI will prepare the geometric design for retaining walls associated with the roadway which may be necessary. This will be a civil plan/profile layout only and will not include geotechnical or structural design at this time which would be included in the final design for construction plans.
5. FNI will prepare grading layouts detailing grading work to be performed near the culverts and adjacent to the roadway in order to finalize property easements required for the project.
6. FNI will prepare the storm drain design for the roadway. This will include developing contributing drainage areas, determining inlet spacing and sizing, determining storm drain pipe layout, profile and sizing. Lateral profiles are not to be included with this package and may be included for the final design.
7. FNI will prepare a striping layout plan for the roadway and connecting roadways.
8. FNI will review available and surveyed utility data to determine potential utility conflicts. FNI will contact franchise utility companies (from a list provided by City) to share the plans with the project with them and receive feedback from the utility companies.
9. FNI will submit 60% design drawings which will include all of the elements listed in items 2-4 and 6 above.
10. FNI will submit 90% design drawings to include addressing of any comments provided at the 60% level plus items 5 & 7 listed above.
11. FNI will attend up to six (6) coordination meetings including meetings with the City, meetings with TxDOT, design review meetings, franchise utilities or property owners.

Services not included in roadway design:

1. Geotechnical design – including wall design and pavement design

2. Traffic control plans
3. Erosion control plans
4. Structural design for walls
5. Bridge design (as drainage crossings are anticipated to remain as culverts)
6. Right-of-way agent or appraisal services
7. All services listed in original contract not specifically included in this amendment

### **Hydraulic Analysis**

1. FNI will perform data collection and a field visit to confirm best available data is being used for the analysis. This may include data requests to FEMA or the City of Kennedale.
2. FNI will perform regression equation analysis of the watersheds contributing to the two crossings to determine an existing conditions discharge if required by TXDOT.
3. FNI will develop a cross section layout for the HEC-RAS model based on the design alignment.
4. Existing Conditions HEC-RAS model will be developed for the two crossings based on the prior modeling efforts performed by FNI for New Hope Road reflecting the revised cross section layout and any newly available topographic survey.
5. FNI will evaluate one selected design configuration for each of the two crossings of either a bridge, box culvert, or arch pipe to determine the geometry required to meet the design objectives and criteria.
6. A scour analysis will be performed if a bridge design or open bottom pipe design is pursued at either crossing. Scour mitigation measures will be evaluated and incorporated into the design.
7. A Hydraulic Report will be prepared for submission to TXDOT addressing the design and hydraulic considerations outlined in the TXDOT Hydraulic Design Manual. Hydraulic data sheets will be developed for the two crossings and incorporated in the construction plans. Up to 5 copies of the report will be provided.

### **Assumptions:**

1. The models developed previously by FNI based on models developed by Halff Associates will be the basis of the design models.
2. The hydraulic structures will be sized to meet the City of Kennedale hydraulic criteria, but results will be provided for TXDOT criteria.
3. It is understood a FEMA map change is contemplated for the watershed at some point in the future. It is assumed the Special Flood Hazard Area in the project vicinity is not revised during the design and no floodway modeling is necessary. Revisions to modeling based on revised floodplain models is an additional service. Preparation and submittal of Letter of Map Revision or Conditional Letter of Map Revision to FEMA is an additional service.

### **Survey**

1. Prepare property mapping for 500' south of Hudson Village Creek Road (not previously included in scope)
2. Prepare topographic survey for project area as identified in description above, including identification of all surface elements.
3. Prepare and send right of entry letters for up to 17 affected properties
4. Prepare 6 right-of-way acquisition documents

5. Prepare 8 permanent easement documents
6. Temporary easement documents are not included, if required they will be an additional service.

**Subsurface Utility Engineering (SUE)**

1. Provide level B SUE services. Level B includes horizontal location of existing utilities, including services, along the 3,000 linear feet of the project limits as detailed in the description above. The limits include Right of Way to Right to Way and the properties to be acquired. The Level “B” will include overhead utilities.
2. Level A SUE services will be considered an additional service. Level A is defined as excavation of test holes that are in potential conflict with the proposed work.

**Schedule**

- FNI will provide 60% design plans 12 weeks after notice to proceed
- FNI will provide 90% design plans 8 weeks after design review meeting

|                                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                     |            |
|---------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---------------------|------------|
| City of Kennedale<br>New Hope Road<br>4/8/2016<br>Detailed Cost Breakdown |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Project Fee Summary |            |
|                                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Basic               | \$ 225,676 |
|                                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Special             | \$ -       |
|                                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total Project       | \$ 225,676 |

| Basic Services                    |      |                                                                                                          |             |              |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|-----------------------------------|------|----------------------------------------------------------------------------------------------------------|-------------|--------------|-------------|------------------|--------------|---------------|--------------|-------------|---------------|---------------|------|------|------|------|--------|--------|
| Phase                             | Task | Employee                                                                                                 | Alex Garcia | Sidney Green | Eric Barron | Stephen R. James | Scott Hubley | Justin Oswald | Emily Sestak | Ben Hawkins | David Coffman | Mazen Kawasmi |      |      |      |      |        |        |
|                                   |      | Project Role                                                                                             | PM          | TR EIT       | TR CAD      | TR QC            | SW QC        | SW PE         | SW EIT       | GIS         | Geol          |               |      |      |      |      |        |        |
|                                   |      | Hourly Bill Rate                                                                                         | \$146.00    | \$130.00     | \$91.00     | \$197.00         | \$197.00     | \$169.00      | \$130.00     | \$107.00    | \$130.00      | \$169.00      |      |      |      |      |        |        |
|                                   |      | Roadway Design (Up to 90%)                                                                               |             |              |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Site Visits (Up to 3)                                                                                    | 9           | 9            |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Update Plan Layout                                                                                       | 4           | 16           | 40          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Update Profile Layout                                                                                    | 4           | 40           | 16          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Prepare Cross Sections                                                                                   | 4           | 32           | 16          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Prepare retaining wall layouts                                                                           | 8           | 40           | 16          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Prepare grading plans                                                                                    | 8           | 40           | 16          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Storm drain area and inlet layout                                                                        | 8           | 40           | 40          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Storm drain pipe layout and sizing                                                                       | 8           | 40           | 40          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Storm drain profile                                                                                      | 8           | 20           | 20          |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Prepare striping layout                                                                                  | 4           | 16           | 8           |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Prepare 60% submittal package                                                                            | 12          | 32           | 40          | 16               |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Respond to 60% submittal comments and prepare 90% submittal package                                      | 12          | 32           | 40          | 16               |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Design Coordination & Meetings (Up to 6)                                                                 | 18          | 18           |             |                  |              |               |              |             |               | 18            |      |      |      |      |        |        |
|                                   |      | Utility Coordination                                                                                     | 4           | 16           |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Hydraulic Analysis                                                                                       |             |              |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Meetings (2)                                                                                             | 8           |              |             |                  |              | 8             | 8            |             |               |               |      |      |      |      |        |        |
|                                   |      | Field Visit                                                                                              |             |              |             |                  |              | 4             | 4            |             |               |               |      |      |      |      |        |        |
|                                   |      | Data Collection                                                                                          |             |              |             |                  |              | 4             | 4            |             |               |               |      |      |      |      |        |        |
|                                   |      | Develop Cross Sections according to design                                                               |             |              |             |                  |              | 2             | 4            |             |               |               |      |      |      |      |        |        |
|                                   |      | Update HEC-RAS models with revised layout (Existing Conditions Model)                                    |             |              |             |                  |              | 4             | 12           |             |               |               |      |      |      |      |        |        |
|                                   |      | Determine geometry/size of 1 selected design (bridge, culvert, arch) at 2 locations (Post Project Model) |             |              |             |                  | 4            | 20            | 40           |             |               |               |      |      |      |      |        |        |
|                                   |      | Perform Scour Analysis (2 crossings)                                                                     |             |              |             |                  | 2            | 12            | 24           |             |               |               |      |      |      |      |        |        |
|                                   |      | Write TXDOT Hydraulic Report                                                                             |             |              |             |                  | 8            | 16            | 40           | 20          |               |               |      |      |      |      |        |        |
|                                   |      | Up to two Hydraulic plan sheets per crossing                                                             |             |              |             |                  |              | 4             | 8            | 20          |               |               |      |      |      |      |        |        |
|                                   |      | Geomorphology Review                                                                                     |             |              |             |                  |              |               |              |             | 20            |               |      |      |      |      |        |        |
|                                   |      | Drainage QC                                                                                              | 8           |              |             |                  |              | 16            |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Drainage Design Support                                                                                  |             |              |             |                  |              | 16            | 16           |             |               |               |      |      |      |      |        |        |
|                                   |      |                                                                                                          |             |              |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Survey                                                                                                   |             |              |             |                  |              |               |              |             |               |               |      |      |      |      |        |        |
|                                   |      | Property Map                                                                                             |             |              |             |                  |              |               |              |             |               |               |      |      |      |      | 3,630  | 3,630  |
|                                   |      | Topographic Survey                                                                                       |             |              |             |                  |              |               |              |             |               |               |      |      |      |      | 26,730 | 26,730 |
|                                   |      | ROE Letters                                                                                              |             |              |             |                  |              |               |              |             |               |               |      |      |      |      | 2,338  | 2,338  |
|                                   |      | ROW Documents                                                                                            |             |              |             |                  |              |               |              |             |               |               |      |      |      |      | 10,725 | 10,725 |
|                                   |      | Easement Documents                                                                                       |             |              |             |                  |              |               |              |             |               |               |      |      |      |      | 8,580  | 8,580  |
|                                   |      | SUE (Level B)                                                                                            |             |              |             |                  |              |               |              |             |               |               |      |      |      |      | 8,800  | 8,800  |
| Total Basic Services Hours        |      |                                                                                                          | 127         | 391          | 292         | 32               | 14           | 106           | 160          | 40          | 20            | 18            |      |      |      |      | 1,200  |        |
| Total Basic Services Labor Effort |      |                                                                                                          | \$ 18,542   | \$ 50,830    | \$ 26,572   | \$ 6,304         | \$ 2,758     | \$ 17,914     | \$ 20,800    | \$ 4,280    | \$ 2,600      | \$ 3,042      | \$ - | \$ - | \$ - | \$ - |        |        |



| City of Kennedale<br>New Hope Road<br>4/8/2016<br>Detailed Cost Breakdown |      |                                                                                                          |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | Project Fee Summary |           |         |
|---------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------|-------------|--------|-------------|---------------|----------------|----------------------------------|-------------------------------------------|--------------------------------------------|------------------------------------|---------------------------------------------|----------------------------------------------|--------|-------|-------|---------------------|-----------|---------|
|                                                                           |      |                                                                                                          |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | Basic               | \$        | 225,676 |
|                                                                           |      |                                                                                                          |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | Special             | \$        | -       |
|                                                                           |      |                                                                                                          |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | Total Project       | \$        | 225,676 |
| Phase                                                                     | Task | Expenses                                                                                                 | Tech Charge | Miles  | B&W (sheet) | Color (sheet) | Binding (each) | Lg Format - Bond - B&W (sq. ft.) | Lg Format - Glossy/Myl ar - B&W (sq. ft.) | Lg Format - Vinyl/Adhesive - B&W (sq. ft.) | Lg Format - Bond - Color (sq. ft.) | Lg Format - Glossy/Myl ar - Color (sq. ft.) | Lg Format - Vinyl/Adhesive - Color (sq. ft.) | Other  | Other | Other | Total Exp Effort    |           |         |
|                                                                           |      | Roadway Design (Up to 90%)                                                                               |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | Site Visits (Up to 3)                                                                                    | 18          | 150    |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 234       |         |
|                                                                           |      | Update Plan Layout                                                                                       | 60          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 510       |         |
|                                                                           |      | Update Profile Layout                                                                                    | 60          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 510       |         |
|                                                                           |      | Prepare Cross Sections                                                                                   | 52          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 442       |         |
|                                                                           |      | Prepare retaining wall layouts                                                                           | 64          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 544       |         |
|                                                                           |      | Prepare grading plans                                                                                    | 64          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 544       |         |
|                                                                           |      | Storm drain area and inlet layout                                                                        | 88          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 748       |         |
|                                                                           |      | Storm drain pipe layout and sizing                                                                       | 88          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 748       |         |
|                                                                           |      | Storm drain profile                                                                                      | 48          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 408       |         |
|                                                                           |      | Prepare striping layout                                                                                  | 28          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 238       |         |
|                                                                           |      | Prepare 60% submittal package                                                                            | 100         |        | 2,000       | 20            | 10             |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 1,058     |         |
|                                                                           |      | Respond to 60% submittal comments and prepare 90% submittal package                                      | 100         |        | 2,000       | 20            | 10             |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 1,058     |         |
|                                                                           |      | Design Coordination & Meetings (Up to 6)                                                                 | 54          | 300    |             | 60            |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 636       |         |
|                                                                           |      | Utility Coordination                                                                                     | 20          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 170       |         |
|                                                                           |      | Hydraulic Analysis                                                                                       |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | Meetings (2)                                                                                             | 24          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 204       |         |
|                                                                           |      | Field Visit                                                                                              | 8           | 50     |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 95        |         |
|                                                                           |      | Data Collection                                                                                          | 8           |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 68        |         |
|                                                                           |      | Develop Cross Sections according to design                                                               | 6           |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 51        |         |
|                                                                           |      | Update HEC-RAS models with revised layout (Existing Conditions Model)                                    | 16          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 136       |         |
|                                                                           |      | Determine geometry/size of 1 selected design (bridge, culvert, arch) at 2 locations (Post Project Model) | 64          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 544       |         |
|                                                                           |      | Perform Scour Analysis (2 crossings)                                                                     | 38          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 323       |         |
|                                                                           |      | Write TXDOT Hydraulic Report                                                                             | 84          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              | 300    |       |       | \$                  | 1,044     |         |
|                                                                           |      | Up to two Hydraulic plan sheets per crossing                                                             | 32          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 272       |         |
|                                                                           |      | Geomorphology Review                                                                                     | 20          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 170       |         |
|                                                                           |      | Drainage QC                                                                                              | 24          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 204       |         |
|                                                                           |      | Drainage Design Support                                                                                  | 32          |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | 272       |         |
|                                                                           |      |                                                                                                          |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | Survey                                                                                                   |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | Property Map                                                                                             |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | Topographic Survey                                                                                       |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | ROE Letters                                                                                              |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | ROW Documents                                                                                            |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | Easement Documents                                                                                       |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
|                                                                           |      | SUE (Level B)                                                                                            |             |        |             |               |                |                                  |                                           |                                            |                                    |                                             |                                              |        |       |       | \$                  | -         |         |
| Total Basic Services Items                                                |      |                                                                                                          | 1,200       | 500    | 4,000       | 100           | 20             | -                                | -                                         | -                                          | -                                  | -                                           | -                                            | 300    | -     | -     |                     |           |         |
| Total Basic Services Expenses Effort                                      |      |                                                                                                          | \$ 10,200   | \$ 270 | \$ 400      | \$ 25         | \$ 5           | \$ -                             | \$ -                                      | \$ -                                       | \$ -                               | \$ -                                        | \$ -                                         | \$ 330 | \$ -  | \$ -  |                     | \$ 11,231 |         |

|                                                                           |      |                    |             |          |          |          |      |      |      |      |      |      |      |      |      |                     |
|---------------------------------------------------------------------------|------|--------------------|-------------|----------|----------|----------|------|------|------|------|------|------|------|------|------|---------------------|
| Freese and Nichols, Inc.                                                  |      |                    |             |          |          |          |      |      |      |      |      |      |      |      |      |                     |
| City of Kennedale<br>New Hope Road<br>4/8/2016<br>Detailed Cost Breakdown |      |                    |             |          |          |          |      |      |      |      |      |      |      |      |      |                     |
|                                                                           |      |                    |             |          |          |          |      |      |      |      |      |      |      |      |      |                     |
| Phase                                                                     | Task | Subconsultants     | Gorron dona | [Name 2] | [Name 3] | [Name 4] |      |      |      |      |      |      |      |      |      | Total Sub<br>Effort |
|                                                                           |      | Survey             |             |          |          |          |      |      |      |      |      |      |      |      |      | \$ -                |
|                                                                           |      | Property Map       | 3,300       |          |          |          |      |      |      |      |      |      |      |      |      | \$ 3,630            |
|                                                                           |      | Topographic Survey | 24,300      |          |          |          |      |      |      |      |      |      |      |      |      | \$ 26,730           |
|                                                                           |      | ROE Letters        | 2,125       |          |          |          |      |      |      |      |      |      |      |      |      | \$ 2,338            |
|                                                                           |      | ROW Documents      | 9,750       |          |          |          |      |      |      |      |      |      |      |      |      | \$ 10,725           |
|                                                                           |      | Easement Documents | 7,800       |          |          |          |      |      |      |      |      |      |      |      |      | \$ 8,580            |
|                                                                           |      | SUE (Level B)      | 8,000       |          |          |          |      |      |      |      |      |      |      |      |      | \$ 8,800            |
| Total Basic Services Subconsultants Cost                                  |      |                    | \$ 55,275   | \$ -     | \$ -     | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |                     |
| Total Basic Services Subconsultants Effort                                |      |                    | \$ 60,803   | \$ -     | \$ -     | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 60,803           |

|                     |            |
|---------------------|------------|
| Project Fee Summary |            |
| Basic               | \$ 225,676 |
| Special             | \$ -       |
| Total Project       | \$ 225,676 |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.  
Fort Worth, TX United States

**Certificate Number:**  
2016-37600

**Date Filed:**  
04/08/2016

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Kennedale

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

New Hope Road  
Engineering Services for New Hope Road Amendment #1

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   | Hatley, Tricia           | Oklahoma City, OK United States          | X                                     |              |
|   | New , John               | San Antonio, TX United States            | X                                     |              |
|   | Payne, Jeff              | Dallas, TX United States                 | X                                     |              |
|   | Haster, Thomas           | Fort Worth, TX United States             | X                                     |              |
|   | Nichols, Mike            | Austin, TX United States                 | X                                     |              |
|   | Lemons, Ron              | Fort Worth, TX United States             | X                                     |              |
|   | Pence , Robert           | Fort Worth, TX United States             | X                                     |              |
|   | Gooch, Tom               | Fort Worth, TX United States             | X                                     |              |
|   | Herchert, Robert         | Fort Worth, TX United States             | X                                     |              |

**5 Check only if there is NO Interested Party.**☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jessica Brown, this the 8th day of April,  
2016, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

Kelly Jean Shriver  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath



## Staff Report to the Honorable Mayor and City Council

---

**Date:** April 18, 2016

**Agenda Item No:** DECISION ITEMS - A.

---

**I. Subject:**

**CASE # PZ 16-04** Public hearing and consideration of approval on a request by Chesapeake Land Development Co. for a replat of approximately 2.752 acres located at 400 Bolen Rd, known as George Case Addition Block A Lot 3, Kennedale, Tarrant County, Texas. The replat would create lots 3R & 4.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

**II. Originated by:**

Rachel Roberts, City Planner

---

**III. Summary:**

**Request:** replat

**Location:** Bolen Rd behind Chesapeake gas well pad site

**Zoning:** Agricultural and C-2 (one lot to be platted is zoned AG, and the other is zoned AG and C-2)

**Requested by:** Chesapeake Land Development

**Staff recommendation:** approve

**Planning & Zoning Commission recommendation:** approve

---

### Background

This property was platted in 2010 as the George Case Addition as part of a Chesapeake gas well pad site development. Chesapeake would like to plat out a portion and sell that portion to the neighboring property owner. The site is bordered by large lot residential use and acreage use (this appraisal district category includes ranch land, farm land, and undeveloped acreage tracts) to the south and west and by commercial uses to the north and east. The property is very close to the frontage road for I-20.

### Application requirements

An application for a replat must include a plat drawing and may include plans as required by the Public Works department and city engineer. For this case, no plans were required.

### Staff Review and Recommendation

City staff and engineers reviewed the minor 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, which is intended to be primarily residential in character. However, given the proximity to I-20, the existing commercial/industrial character of the area, and the presence of a gas well pad site so nearby, staff does not expect this property to transition from commercial to residential use. Staff therefore considers the plat to be in compliance with the comprehensive land use plan.

*Compliance with city regulations.*

City staff and city engineers have reviewed the proposed plat and deemed it to be in compliance with these regulations.

Staff recommends approval.

**Recommendation by the Planning & Zoning Commission**

The Planning & Zoning Commission considered this case on its April 14 agenda. It voted to recommend approval on the condition that the city's engineers review the metes and bounds description.

**Action by the City Council**

The City Council may either approve the plat as presented or deny the plat. If the plat meets all city requirements and is in compliance with the comprehensive land use plan, the Council must approve the plat.

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

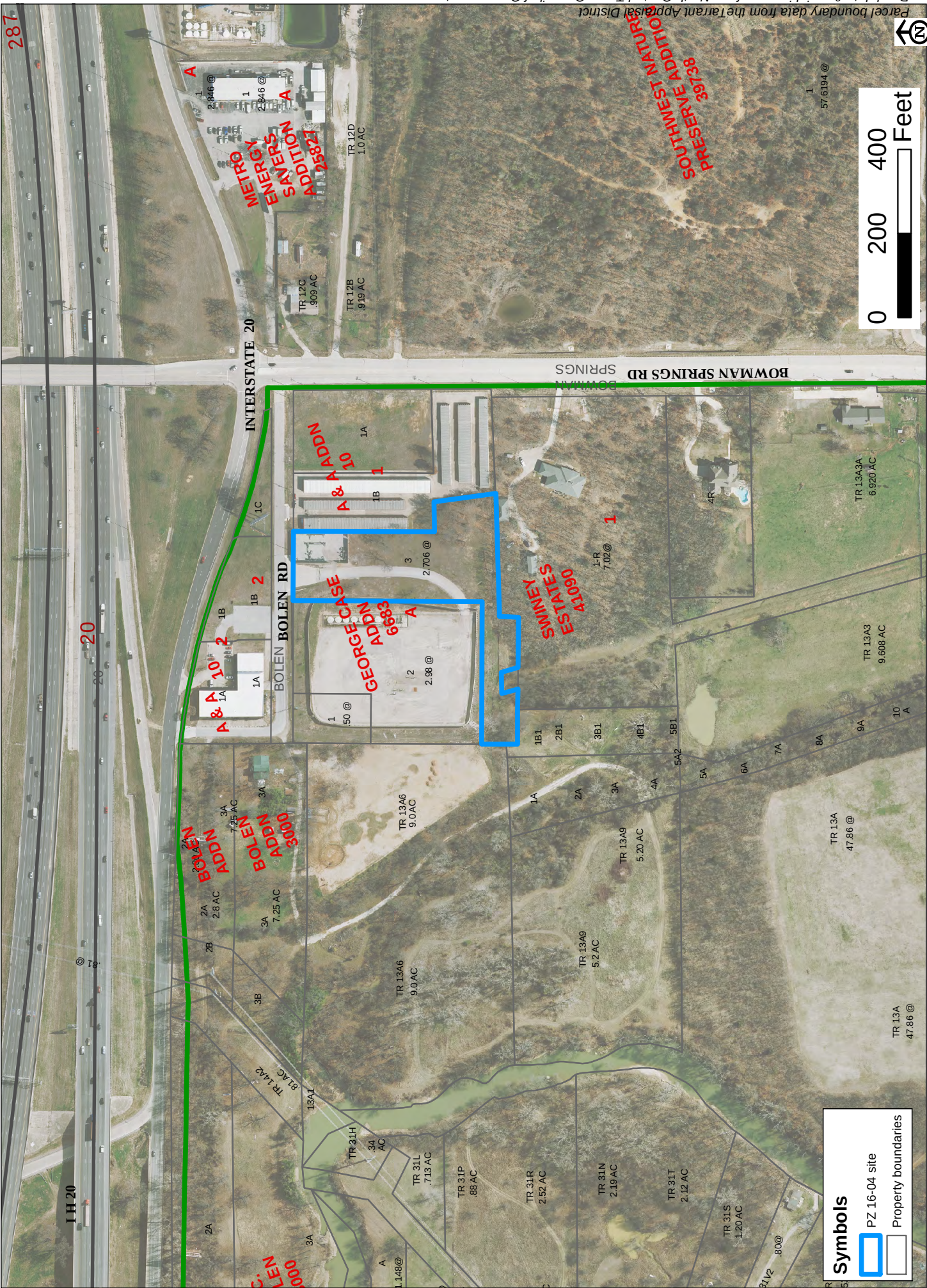
Approve

**VII. Alternative Actions:**





Site of Plat Request (PZ 16-04)





## Staff Report to the Honorable Mayor and City Council

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**Date:** April 18, 2016

**Agenda Item No:** DECISION ITEMS – B.

---

**I. Subject:**

**CASE # PZ 16-05** Public hearing and consideration of approval on a request by Linda Miller for a minor replat of approximately 5 acres located at 411 and 431 Kevin Miller Rd, a portion of Lot 9 of the J. M. Estes Home Tracts, Kennedale, Tarrant County, Texas. The replat would create lots 1 & 2, Block 1, Miller Hill Addition. A variance from the cul-de-sac requirements of Section 17-303(a)(8) is requested.

1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

**II. Originated by:** Rachel Roberts, City Planner

**III. Summary:**

**Request:** minor replat with a variance from the cul-de-sac requirements in the subdivision regulations

**Location:** dead-end of Kevin Miller Rd

**Zoning:** Agricultural and R-3 single-family residential

**Requested by:** Linda Miller

**Staff recommendation:** approve

**Planning & Zoning Commission recommendation:** approve

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### Background

This property was originally platted in 1946 as part of one large lot within the J M Estes Home Tracts Addn. Most of the original lot has been subdivided and replatted over the years, but a portion of the original lot remains, and the applicant, Ms. Miller, owns a large portion of the remainder. Ms. Miller would like to build a new house, but since she already has one house on the property, a new lot is required before the new house can be permitted (city code prevents having two homes on one lot in this zoning district).

### Application requirements

Applications for a minor plat typically only require a plat drawing. Additional plans are sometimes also required. In this case, water and waste water plans would be required because the larger proposed lot is not connected to the city's water and wastewater lines. However, because Ms. Miller is dedicating an easement across her property that would allow the city to connect two dead-end water lines, the city will connect the larger, unserved lot to water and wastewater facilities and will provide the plans (see below).

### Staff Review and Recommendation

City staff and engineers reviewed the minor 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

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.

Staff 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 regulations governing Agricultural and R-3 zoning districts under Section 17-405 of Kennedale city code.

City staff and consulting engineers have reviewed the proposed plat for compliance with these regulations. The plat will meet city regulations except for the cul-de-sac requirements and the utility requirements.

(1) Kevin Miller Rd is a dead-end street built prior to the city's annexing the area and prior to the city adopting regulations prohibiting dead-end streets. Properties platted now must meet a cul-de-sac requirement, and cul-de-sacs on streets longer than 600 feet are prohibited. But because this street has been in place since before the property was annexed, and because the street is low in density and does not have much traffic, staff would recommend approving an alternative option of dedicating a hammerhead for the fire department vehicles to use. This option requires a variance and must therefore be approved by the Planning & Zoning Commission and City Council rather than staff. In addition, the street would be longer than 600 feet, which would not be permitted (either with a cul-de-sac or a hammerhead) without a variance.

Fire department staff has reviewed and approved the proposed location and size for the hammerhead.

(2) City utilities (water and sewer) are not available at this property but are located nearby to the north along Kevin Miller Rd. In this case, as part of the plat application, the applicant would normally be required to submit engineering plans showing how the property would be connected to the city water and sewer lines to the north. Kevin Miller is a dead-end water line, however, and the City would prefer to connect that line to a dead-end line in the Vineyard development to the south. Ms. Miller is dedicating a water line easement across her property, which will allow for the connection. Because the city will provide the connection to water and wastewater services, city staff considers the plat to be in compliance with city regulations on utilities.

Staff recommends approval of the plat with the requested variance.

**Recommendation by the Planning & Zoning Commission**

The Planning & Zoning Commission considered this case on its April 14 agenda. After holding a public hearing, the Commission voted to recommend approval.

### **Action by the City Council**

The City Council may either approve the plat as presented or deny the plat. If the plat meets all city requirements and is in compliance with the comprehensive land use plan, the Council must approve the plat.

#### **IV. Fiscal Impact Summary:**

#### **V. Legal Impact:**

#### **VI. Recommendation:**

#### **VII. Alternative Actions:**



## Property boundaries

PZ 16-05 site of request



**PROPERTY DESCRIPTION:**

BEING A 4.75 ACRE PORTION OF TRACT 9, I.M. ESTATES HOME TRACTS, OUT OF THE W.E. HALTOM AND THE J.M. LULY SURVEYS, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 1887, PAGE 283, PLAT RECORDS, TARRANT COUNTY, TEXAS; (P.R.T.C.T.), SAME BEING A TRACT OF LAND CONVEYED TO LINDA MILLER, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1334I, PAGE 276, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), SAME BEING A TRACT OF LAND CONVEYED TO LINDA MILLER, AS DESCRIBED IN A DEED, RECORDED IN VOLUME 1334I, PAGE 277, D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING**, AT AN IRON ROD FOUND AT THE SOUTHERNMOST NORTHWEST CORNER OF SAID MILLER TRACT, IN THE SOUTHWEST CORNER OF SAID MILLER TRACT, IN THE EAST LINE OF AGGIELAND ADDITION, AN ADDITION TO THE CITY OF KENNEDALE, RECORDED IN CABINET B, SLIDE 296, P.R.T.C.T.;

**THENCE, WITH THE COMMON LINE BETWEEN SAID MILLER TRACT AND WITH SAID HAMRICK TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:**

1. S 89°29'33" E, A DISTANCE OF 121.75 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING";
2. N 00°40'45" E, A DISTANCE OF 64.07 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", IN THE SOUTH LINE OF KEVIN MILLER RD., A 50 RIGHT-OF-WAY (R.O.W.), DEDICATED TO THIS PLAT;

**THENCE, CROSSING SAID MILLER TRACT, THE FOLLOWING TWO (6) COURSES AND DISTANCES:**

1. S 89°29'33" E, A DISTANCE OF 35.00 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 28.00 FEET;
2. WITH SAID CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N 44°51'42" E, 28.01 FEET, AN ARC LENGTH OF 29.33 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING";
3. S 89°29'33" E, A DISTANCE OF 35.00 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING";
4. S 89°29'33" W, A DISTANCE OF 20.00 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING";
5. S 89°29'33" W, A DISTANCE OF 15.02 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 28.00 FEET;
6. WITH SAID CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N 42°02'09" W, 28.59 FEET, AN ARC LENGTH OF 30.01 FEET, TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING", IN THE EAST LINE OF SAID KEVIN MILLER RD.;

**THENCE, WITH THE EAST LINE OF SAID KEVIN MILLER RD., THE FOLLOWING TWO (2) COURSES AND DISTANCES:**

1. N 0°39'55"W, A DISTANCE OF 75.77 FEET TO A CAPPED IRON ROD SET, STAMPED "GSI SURVEYING";
2. N 0°56'21"W, A DISTANCE OF 100.00 FEET TO AN IRON ROD FOUND, AT THE NORTHWEST CORNER OF SAID MILLER TRACT, AT THE SOUTHWEST CORNER OF LOT 4, LELAND ADDITION, AN ADDITION TO THE CITY OF KENNEDALE, RECORDED IN CABINET B, SLIDE 1160, P.R.T.C.T.;

THENCE, WITH THE COMMON LINE BETWEEN SAID MILLER TRACT, AND WITH SAID LOT 4, S.89°31'21"E, A DISTANCE OF 94.16 FEET TO A CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF SAID MILLER TRACT, IN THE WEST LINE OF A TRACT OF LAND CONVEYED TO PAUL CARTUSCIELLO, AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D202345439, D.R.T.C.T.;

**THENCE, WITH THE COMMON LINE BETWEEN SAID MILLER TRACT, AND WITH SAID CARTUSCIELLO TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES;**

1. S 00°01'39" E, A DISTANCE OF 95.77 FEET TO A CAPPED IRON ROD FOUND;
2. S 00°33'09" E, A DISTANCE OF 913.88 FEET TO AN IRON PIPE FOUND, AT THE SOUTHEAST CORNER OF SAID MILLER TRACT, RECORDED IN VOLUME 13341, PAGE 276, D.R.T.C., IN THE NORTH LINE OF A TRACT OF LAND CONVEYED TO FIRST TEXAS HOMES INC., AS DESCRIBED IN A DEED, RECORDED IN INSTRUMENT NO. D213259396, D.R.T.C.;

**THENCE**, WITH THE COMMON LINE BETWEEN SAID MILLER TRACT, AND WITH SAID FIRST TEXAS HOMES TRACT, S 89°08'39"47" W, A DISTANCE OF 251.40 FEET TO AN IRON ROD FOUND, AT THE SOUTHWEST CORNER OF SAID MILLER TRACT, AT THE SOUTHEAST CORNER OF SAID AGGELAND TRACT;

THEENCE, WITH THE COMMON LINE BETWEEN SAID MILLER TRACT, AND WITH SAID AGGIEL AND ADDITION, N 00°21'07" W, A DISTANCE OF 713.41 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4,754 ACRES OF LAND AS SURVEYED ON THE GROUND UNDER THE SUPERVISORY OF SHELBY J. HOFFMAN, R.P.L.S. NO. 60894 ON MARCH 14, 2016. ALL BEARINGS, COORDINATES, AND DISTANCES RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD 83 (CORS96).

THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENNEDALE, TEXAS VOTED AFFIRMATIVELY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016 TO RECOMMEND APPROVAL OF THIS PLAT BY THE CITY COUNCIL.

**CHAIRMAN, PLANNING AND ZONING COMMISSION**

**ATTEST: SECRETARY, PLANNING AND ZONING COMMISSION**

THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS VOTED AFFIRMATIVELY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016 TO APPROVE THIS PLAT FOR FILING OF RECORD.

MAYOR, CITY OF KENNEDALE

ATTEST: CITY SECRETARY

STATE OF TEXAS  
COUNTY OF TARRANT

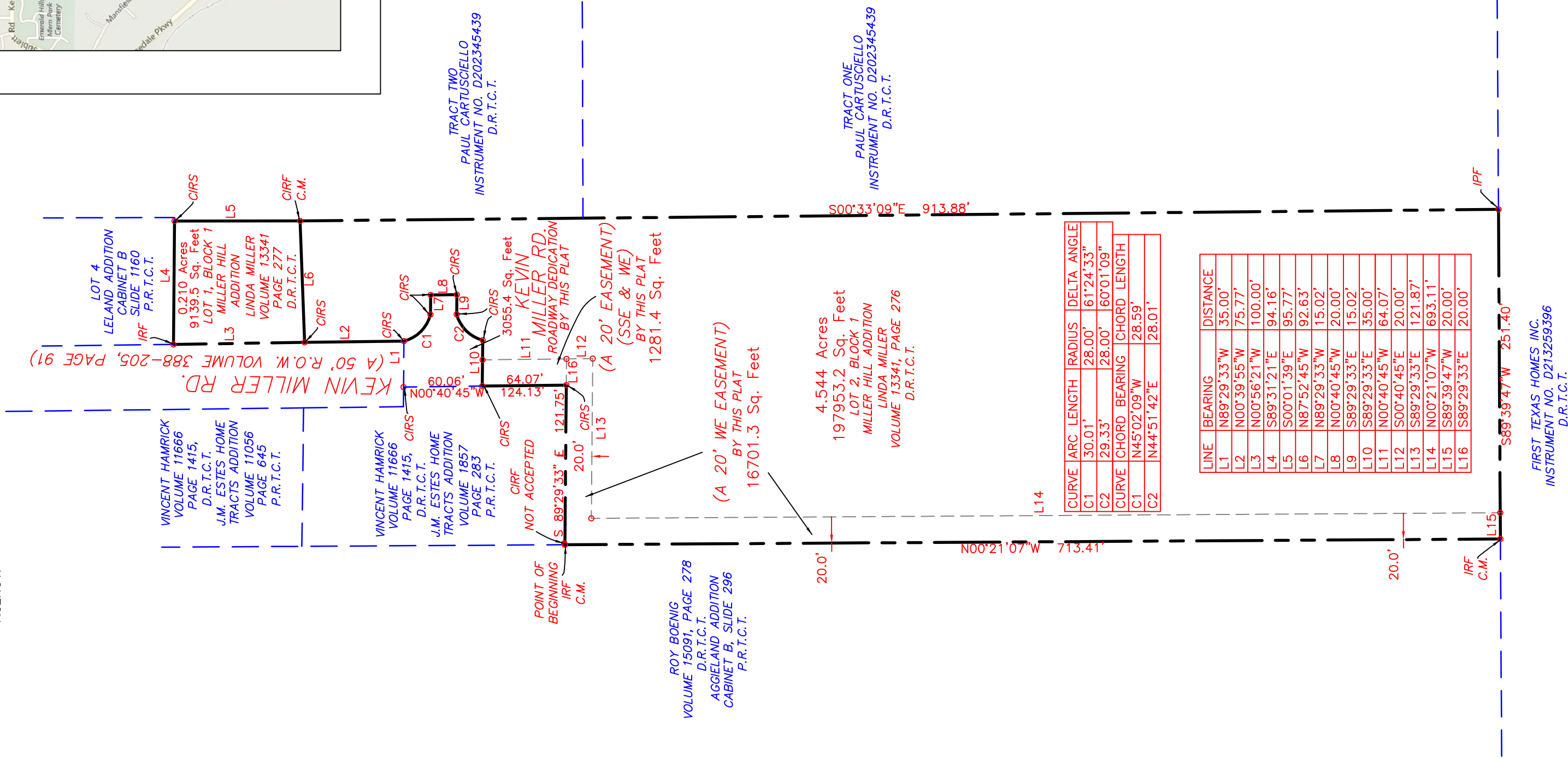
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, AND STATE, ON THIS DAY, PERSONALLY APPEARED LINDA MILLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

NOTARY PUBLIC

FLOODPLAIN NOTES:

ACCORDING TO THIS SURVEY/OR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FRM), COMMUNITY PANEL NO. 48439C0340 K.C. EFFECTIVE SEPTEMBER 25, 2009, NO PORTION OF THIS PROPERTY LIES WITHIN A "SPECIAL FLOOD HAZARD AREA (SFHA) INUNDATED BY 100-YEAR FLOOD" ZONE AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL EMERGENCY ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



0' 80' 160' 240'

**LEGEND**

|        |                         |
|--------|-------------------------|
| IRF    | IRON ROD FOUND          |
| CIRS   | CAPPED IRON ROD SEEN    |
|        | STAMPED "GSI SURVEY"    |
| C.M.   | CONTROLLING MONUMENT    |
| R.O.W. | RIGHT-OF-WAY            |
| UE     | UTILITY EASEMENT        |
| SSE    | SANITARY SEWER EASEMENT |
| WE     | WATERLINE EASEMENT      |

**OWNER:**  
LINDA MILLER  
411 KENNEDY MILLER RD.  
KENNEDALE TEXAS

**MINOR PLAT  
LOTS 1 & 2, BLOCK 1, MILLER HILL  
ADDITION,**

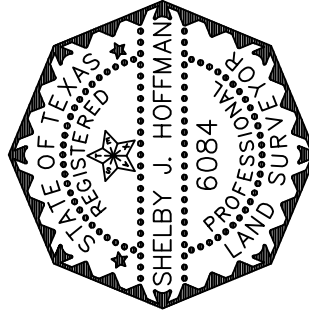
BEING A 4.754 ACRE PORTION OF TRACT 9, J.M. ESTATES, HOME TRACTS, OUT OF THE W.E. HALTOM AND THE J.M. LILLY SURVEYS, TARRANT COUNTY, TEXAS, AN ADDITION TO THE CITY OF KENNEDALE, ACCORDING TO THE PLAT RECORDED IN VOLUME 1857, PAGE 283, PLAT RECORDS, TARRANT COUNTY, TEXAS, CONVEYED TO LINDA MILLER, RECORDED IN VOLUME 13341, PAGE 276, DEED RECORDS, TARRANT COUNTY, TEXAS

KNOWN ALL MEN BY THESE PRESENTS:  
THAT I, SHELBY J. HOFFMAN, A REGISTERED  
PROFESSIONAL LAND SURVEYOR LICENSED IN THE  
STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS  
PLAT IS TRUE AND CORRECT AND WAS PREPARED  
FROM AN ACTUAL SURVEY MADE UNDER MY  
SUPERVISION ON THE GROUND.

PRELIMINARY NOT TO BE RECORDED FOR ANY REASON

REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6084

**GEOMATIC SOLUTIONS, INC.**  
**3000 S. HULEN, SUITE 124-236, FORT WORTH, TX 76106**  
**OFFICE: 817-487-8916**



|               |               |                         |
|---------------|---------------|-------------------------|
| Scale: 1"=80' | Date: 3/31/16 | DWG: 2015347-FINAL PLAT |
| Drawn: OF     | Checked: SJH  | Job: 2015-347           |





## Staff Report to the Honorable Mayor and City Council

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**Date:** April 18, 2016

**Agenda Item No:** DECISION ITEMS - C.

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**I. Subject:**

Consider approval of Ordinance 594 to eliminate the required minimum spacing for outdoor storage from the public right-of-way

**II. Originated by:**

**III. Summary:**

City code requires materials stored outside to be stored a minimum of twenty-five (25) feet from the public right-of-way. This requirement keeps businesses from having full use of their property for outside storage. Staff recommends eliminating this requirement. Please note that if the Council adopts the attached ordinance revising the outdoor storage requirements, it would not eliminate requirements that outdoor storage be screened and kept out of easements.

**IV. Fiscal Impact Summary:**

**V. Legal Impact:**

**VI. Recommendation:**

Approve

**VII. Alternative Actions:**

**VIII. Attachments:**

|    |               |                   |
|----|---------------|-------------------|
| 1. | Ordinance 594 | Ordinance 594.pdf |
|----|---------------|-------------------|

## **ORDINANCE 594**

**AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, AMENDING SECTION 4-226 "OUTDOOR/OUTSIDE STORAGE" ARTICLE VIII "FENCING AND SCREENING" OF CHAPTER 4 "BUILDINGS AND BUILDING REGULATIONS" OF THE KENNEDALE CITY CODE OF ORDINANCES (1991), AS AMENDED, BY REMOVING A MINIMUM REQUIRED DISTANCE FROM RIGHT-OF-WAY FOR OUTDOOR STORAGE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has previously adopted regulations governing fencing and screening in order to promote safety, protect the character and stability of residential, commercial, and industrial areas, to conserve the value of land, buildings, and neighborhoods, and to enhance the aesthetic and visual image of the City; and

**WHEREAS**, in order to promote the public health, safety and general welfare the City Council desires to adopt the proposed amendments to its fencing and screening regulations.

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

### **SECTION 1.**

Section 4-226 of the Kennedale City Code, is hereby amended to read as follows.

#### **Sec. 4-226. Outside/outdoor storage regulations.**

- (a) All outside/outdoor storage, when permitted, shall:
- (1) Be screened in accordance with Sec. 17-425 of this code (Screening requirements), except where regulated by overlay districts; and
  - (2) Not be located within any required setbacks or within any required landscaped areas; and
  - (3) Not block or restrict sidewalks or other pedestrian or required handicapped-

- accessible paths and access ways for safety; and
- (4) Not block or restrict required parking spaces or vehicular flow within parking lots; and
- (5) Not block or restrict fire lanes or fire lane visibility; and
- (6) Not block or restrict access to building entrances and exits; and
- (7) Not impede vehicular traffic flow on adjacent streets or restrict or block the line of sight for incoming and outgoing vehicles; and
- (8) Not block or restrict required lighting.

(b) Any building or use in existence before the effective date of this article shall be required to comply with the outside/outdoor storage regulations when the land use or ownership changes.

(c) The director of development may allow exceptions to subsection (a)(3) of this section for small lots that otherwise meet the requirements of this section and when granting an exception will not negatively affect the city's ability to protect the health, safety, and welfare of the city.

## **SECTION 2. PENALTY FOR VIOLATION**

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 no more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning and Five Hundred Dollars (\$500.00) for all other offenses, and in addition shall pay all costs and expenses involved in the case. Each day a violation occurs is a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

## **SECTION 3. CUMULATIVE CLAUSE**

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

## **SECTION 4. SEVERABILITY CLAUSE**

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.  
SAVINGS CLAUSE**

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 (1991), as amended, or any other ordinances regarding fencing and screening that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.  
PUBLICATION CLAUSE**

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

**SECTION 7.  
EFFECTIVE DATE**

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

**PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF APRIL 2016.**

\_\_\_\_\_  
Brian Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Galloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney, Wayne Olson