

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING
September 19, 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. Receive water rate committee report
- B. Discussion of items on regular agenda

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

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

VII. VISITOR/CITIZENS FORUM

At this time, any person with business before the City Council not scheduled on the Agenda may speak to the Council, provided that an official 'Speaker's Request Form' has been completed and submitted to the City Secretary prior to the start of the meeting. All comments must be directed towards the Mayor and Council, rather than individual council members or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action or discussion can be taken on these items.

VIII. 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

- 2015 CAFR Award

IX. MONITORING INFORMATION

A. Monthly Financials - July and August 2016

B. Executive Limitations

C. Ends Review - Balanced Scorecard

X. 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 August 12, 2016 special budget workshop meeting

B. Consider approval of minutes from August 15, 2016 regular meeting

C. Consider approval of minutes from September 8, 2016 special meeting

D. Consider casting a ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

E. Consider approval of Library Memorandum of Understanding for a family place grant through the Texas State Library and Archives Commission (TSLAC)

F. **CASE # PZ 16-09** To consider approval regarding a request by CHC Development for a final plat of the Glen of Village Creek (formerly Swiney Estates, plat abandoned by instrument numbers D214210746 and D216057891, PRTC) for approximately 15.982 acres located on Bowman Springs Rd, generally located south of Swiney Estates Block 1 Lot 4R, west of Bowman Springs Rd, north of Winding Creek Rd, and east of 1141 Bowman Springs Rd. The plat will create 35 residential lots and 3 open space parcels. Property addresses include 1201, 1305, & 1307 Bowman Springs Rd.

XI. DECISION ITEMS

A. **CASE # PZ 16-10** Public Hearing to receive public comments and consider Ordinance No. 605, adopting a Unified Development Code to regulate land use within the City of Kennedale; establishing zoning districts to regulate and restrict the use of property for residential, commercial, industrial and other purposes; regulating parking, landscaping, screening, lighting, signs, building design and materials; providing for the submission of site plans, subdivision plats and other development applications; providing regulations for flood damage prevention, stormwater protection, erosion and sediment control; and providing for procedures for review, approval and administration of these regulations.

1. Staff presentation
2. Public Hearing
- 3 Staff response and summary
4. Action by the City Council

B. Discuss and consider approval of Ordinance 612 fixing and levying municipal ad valorem taxes for the City of Kennedale, Texas, for the fiscal year beginning October 1, 2016, and ending September 30, 2017; directing the assessment and collection thereof; providing a severability clause; and an effective date

C. Discuss and consider approval of Ordinance 613 adopting the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; amending budget figures for the prior fiscal year beginning October 1, 2015, and ending September 30, 2016; appropriating resources for each department, project, operation, activity, purchase, account and other expenditures; providing for emergency expenditures and expenditures as allowed by applicable state law; providing for the filing of the budget as required by state law; providing that this Ordinance shall be cumulative of all ordinances; providing a severability clause and providing an effective date

D. Discuss and consider approval for ratification of property tax rate in FY 2016-2017 adopted budget

E. **CASE # PZ 16-03** Public hearing to receive public comments and consider approval of a request by Hickman Consulting Engineers for MKP Associates, Inc. for a replat of approximately 5.005 acres at 1209 Swiney Hiatt Rd, being a replat of C C Swiney's Subdivision Lot 1, Kennedale, Tarrant County, to create Falcon Crest Estates Block 1 Lots 1-7.

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

F. **CASE # PZ 16-11** Public Hearing to receive public comments and consider approval of a request by Ashton Holdings for a replat of approximately 0.988 acres at 408 3rd St, being a replat of Soto Addition Block 1 Lot 1R, Kennedale, Tarrant County, to create Soto Addition Lot 1R-1 and 1R-2.

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

G. Consider approval of Ordinance 608 repealing Ordinance 589 water and sanitary sewer rates for service

H. Public Hearing to consider approval of Ordinance 611 approving the adoption of water and sanitary sewer service rates as recommended by the rate committee

1. Staff presentation
2. Public Hearing
3. Staff response and summary
4. Action by the City Council

XII. 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.

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. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 3575 W. Kennedale Parkway

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

A. Consider approval of Resolution 492 authorizing the City Attorney to bring a condemnation action for the purpose of obtaining fee title of property to build a public street, or for other public purposes permitted by law

XIV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact the City Secretary at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the September 19, 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.

A handwritten signature in cursive script, reading "Leslie Galloway", is written over a light blue rectangular background.

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: WORK SESSION - A.

I. Subject:

Receive water rate committee report

II. Originated by:

III. Summary:

Based on the recommendations of the Water/Wastewater Rate Review committee, these recommendations and rate options are being proposed to City Council to consider. Rate Option 1 is the committee's first choice recommendations.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Water/Wastewater Rate Review Committee Report	Utility Rate Presentation 9_19_16.pdf
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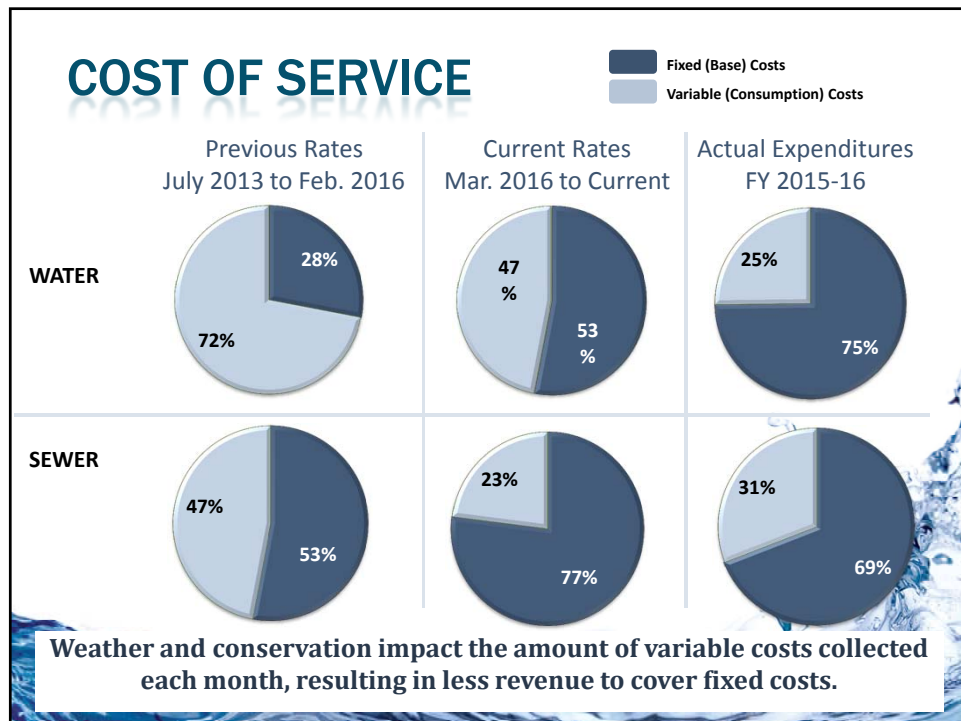
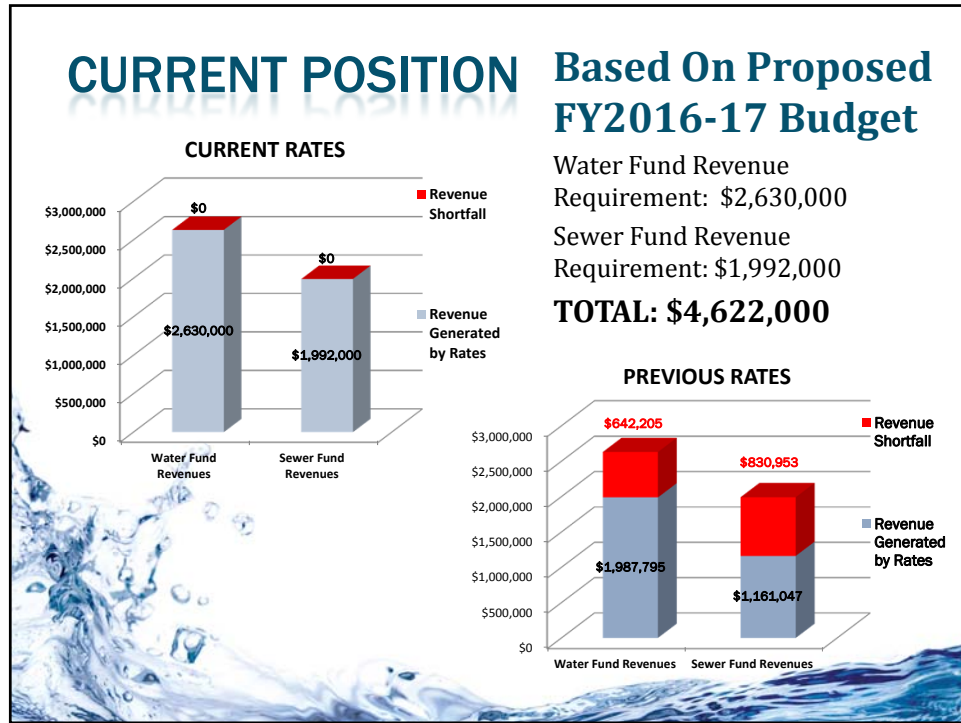


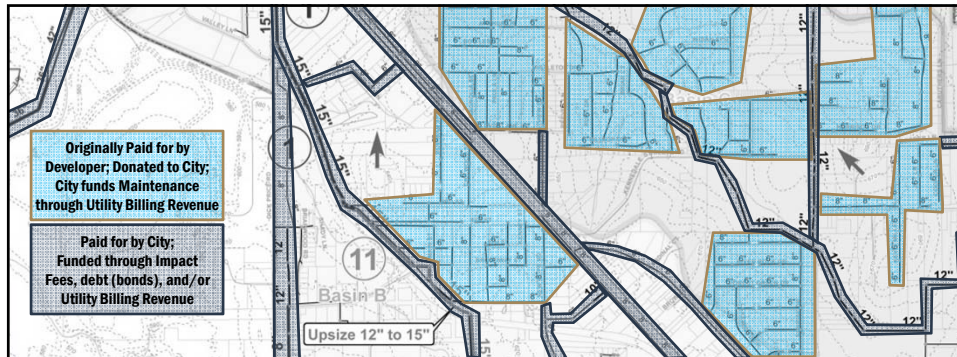
Water and Sewer Rate RECOMMENDATIONS

*Presented by Water/Wastewater Rate Review Committee
at the Council Meeting Monday, September 19, 2016*

OVERVIEW

- Current Position / Cost of Service
- Understanding Impact Fees
- Impact to Water Costs/Fort Worth Water Costs
- Impact to Sewer Costs/Arlington Sewer Costs
- Cash Position: *Where Did the Money Go?*
- Water/Sewer Fund FY16-17 Budget
- AWWA Equivalent Meter Guidelines
- Current Rates/Previous Rates +10%
- Recommendations to Council/Rate Options
- Potential Areas for Savings in Future
- Rate Comparison





UNDERSTANDING IMPACT FEES

When a neighborhood is being built, the developer installs the streets and water/ wastewater lines and meters within the neighborhood, and donates those assets to the city upon completion. The utility lines and streets are built to city specifications, inspected by city staff to ensure proper construction, and maintained by the city following donation.

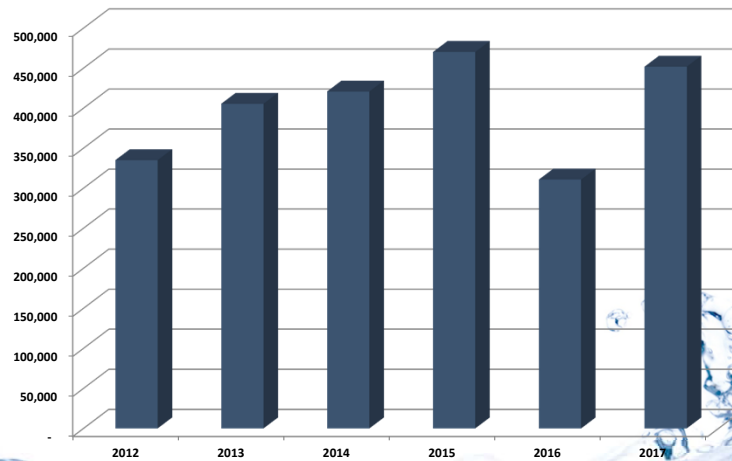
Impact fees contribute to the overall payment of cost or recovery of cost the overall system expansions and/or improvements needed to support the additional population. The state sets the maximum charge at 50% of their estimated actual cost because the entire population of the city benefits from the upgraded water/ wastewater lines and streets. The impact fee is simply a (rather substantial) pre-payment on their portion of the cost.

IMPACTS TO WATER COSTS

- **Kennedale began using Fort Worth Water in May 2008**
 - Generally, 60% of our water supply is Fort Worth Water
 - The average cost is \$2.96 per 1,000 gallons
 - 34% increase in rate over 5 years
 - 17% increase in water accounts over 5 years
- **Fort Worth Water Supplemented by Groundwater Pumped From our Four Wells**
 - Generally, 40% of our water supply is Groundwater (Well Water)
 - It costs about \$0.33 per 1,000 gallons to pump well water (This includes groundwater fees, electricity, and chemicals)
- **Using this mixture costs, on average, about \$1.91 per 1,000 gallons**
 - Why did we start using Fort Worth Water in addition to Well Water?
 - Long-term water supply needs
 - Wells alone can't meet demand during peak summer months
 - Adding surface water improves water quality and taste

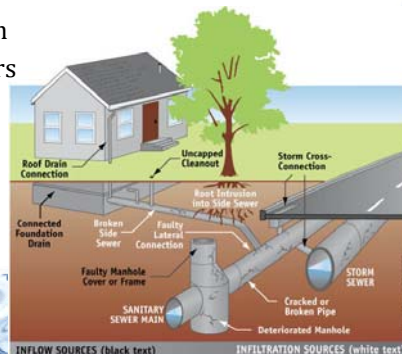
IMPACTS TO WATER COSTS

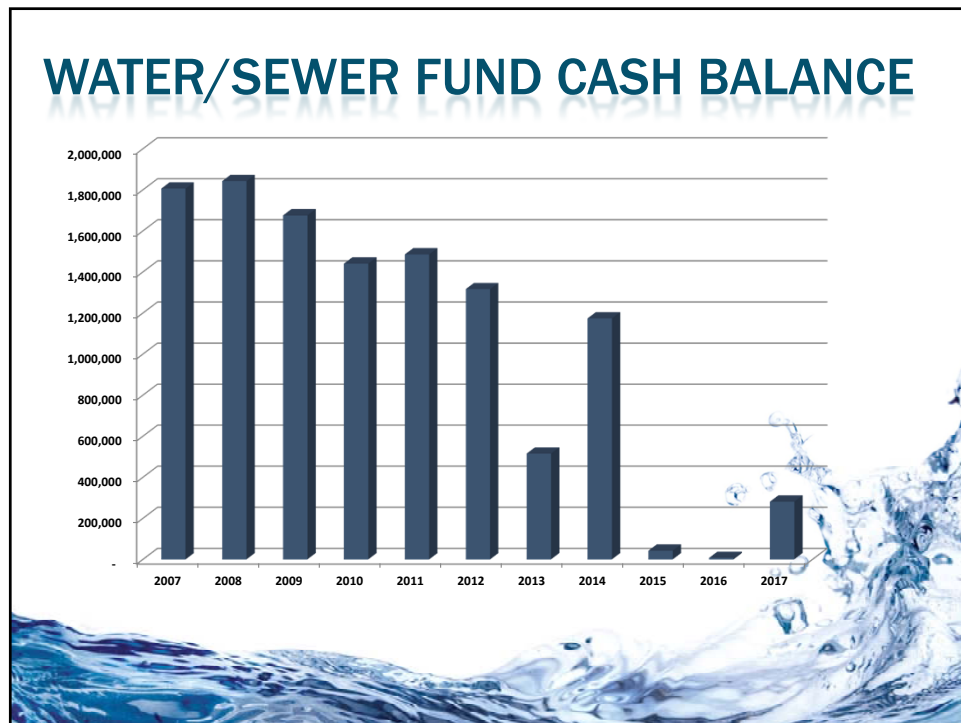
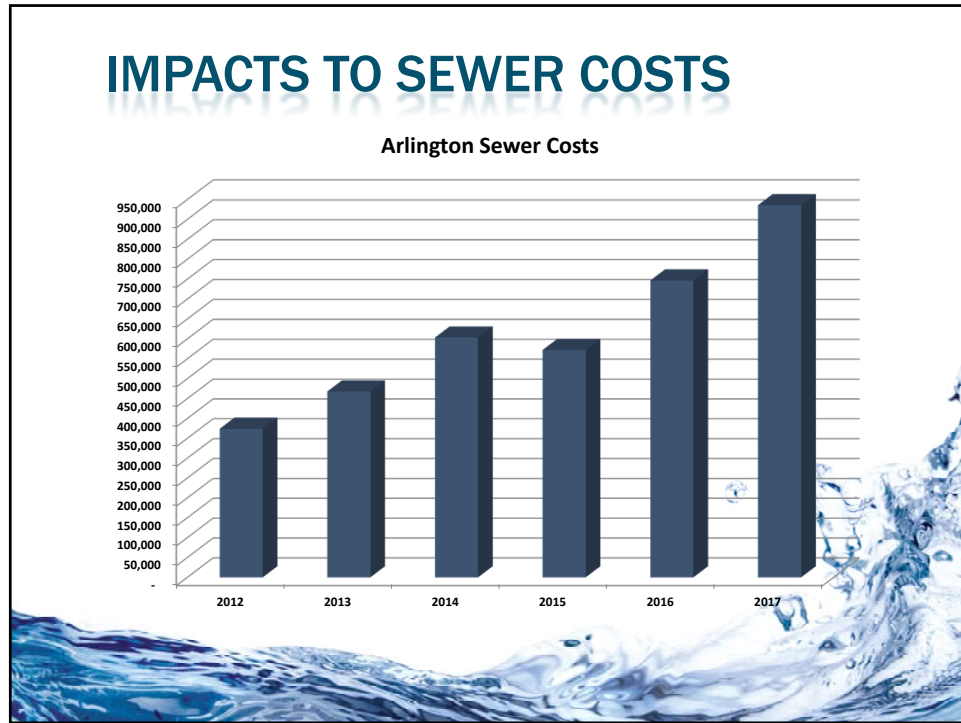
Fort Worth Water Costs



IMPACTS TO SEWER COSTS

- **Inflow & Infiltration (I&I) Costs**
- **Arlington Feather Beach Lift Station**
 - Velocity meter six-month study coincides with Arlington six-week study to determine issues with increase in sewer meter flows
- **2x Increase in Arlington Sewer Costs over Five Years**
 - 90% of sewer flows through Arlington
 - 36% increase in rate over five years
 - 10% of sewer flows through Fort Worth
 - 1.58% increase in rate over five years
- **12% increase in Sewer Accounts over Five Years**





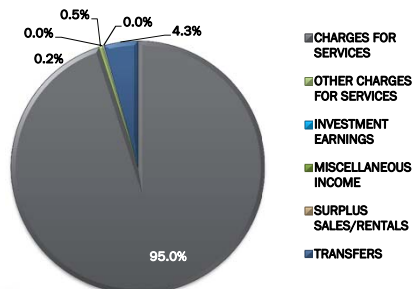
WHERE DID THE MONEY GO?

- **76% Increase in Costs Between 2013 and 2016 Rate Studies**
 - The city experienced large increases in costs, and reserves were supplementing revenues to cover shortfalls in rates during this time period
- **Weather and Conservation Make Revenues Less Predictable**
 - Reserves were spent when weather and conservation caused revenue shortfalls
 - State Water Plan projects 25% of new water supply to come from conservation
- **Water/Wastewater Master Plan Projects**
 - \$605,000 spent (\$372,000 of which were TIRZ-related)
- **Other Capital Expenditures**
 - \$3.67M spent on system improvement projects over past five years
- **Loaning Money for TIRZ Projects**
 - \$372,00 for Bloxom Park Water & Sewer Line & New Hope Sewer Line
 - Fund to be reimbursed when TIRZ is funded by property tax money
 - Note: TIRZ is a development area that taxing entities pay into with property taxes from the area to develop off-site infrastructure

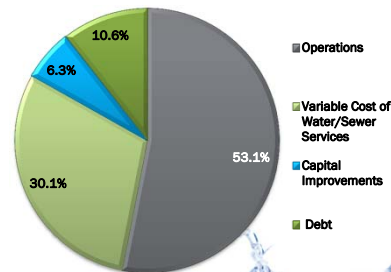
WATER/SEWER FUND FY16-17

- **Revenues: \$4,991,835**
 - 95% Monthly Utility Bills
 - 5% Other Sources
- **Expenditures: \$4,829,775**

WATER/SEWER FUND REVENUES BY TYPE



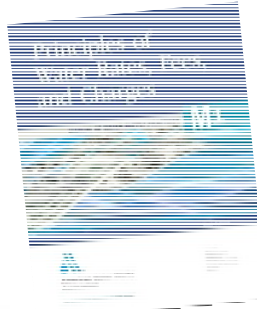
WATER/SEWER FUND EXPENDITURES BY FUNCTION



AWWA EQUIVALENT METERS

Based On American Water Works Association M1 Manual Guidelines

City Council adopted this policy in the 90s and it's been in use since.



Meter Size	AWWA Equivalent	Gallons Per Min
5/8" x 3/4"	1.0	30
1"	2.5	50
1½"	5.0	100
2"	8.0	160
3"	16.0	320
4"	25.0	500

CURRENT RATES (MARCH 2016 - PRESENT)

PHASE-IN COST OF SERVICE

Water Rates

Base (Fixed) Rates

¾"	\$34.50
1"	\$86.25
1½"	\$172.50
2"	\$276.00
3"	\$552.00
4"	\$862.50

Volume (Variable) Rates (per 1,000 gallons)

	<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
0-5,000 gallons	\$2.00	\$2.85
5,001-20,000	\$5.35	\$5.30
20,001-50,000	\$6.37	\$6.94
50,000+	\$8.06	\$6.94

Sewer Rates

	<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
Base Charge	\$45.00	\$60.72

Volume (per 1,000 gallons)

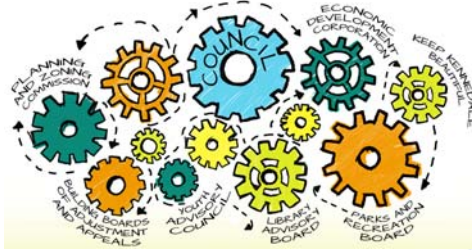
<u>Residential & Seniors</u>	<u>Commercial</u>	<u>Industrial</u>
\$2.90	\$6.72	\$4.50

This cost is supplemented to lower costs for minimal water users.

RECOMMENDATIONS TO COUNCIL

Establish a Utility Advisory Board

- Additional transparency
- Increases public/stakeholder involvement and awareness
- Provides a greater stakeholder perspective into utility planning and decision making process
- Advise Council
 - Increases Council visibility to utility strategy, planning, and execution
 - Increases Council effectiveness to govern by heightening the focus and increased frequency of reviews



Annual Water & Wastewater Rate Review

- Current water/wastewater rate review every 3 years
- Planning and budgeting done every year

RECOMMENDATIONS TO COUNCIL

Franchise Fees (Paid to Street Fund) (\$53K impact)

- **Adjust fee to 4%**

Suggested Action:

- **Separate into two line items for transparency**
 - Keep Franchise fee line item
 - Create new line item: "expense of road repairs"
 - Reflect actual expense projected for the cost to repair street damage due to water and wastewater O&M activities
 - Projected Maintenance Cost =
Prior Year Actual Cost + 20% Future Cost
 - Does not Apply to Capital Project Road Repairs
- **Administrative Fee (Paid to General Fund)**
 - Reduce fee to reflect a budget item closer to actual expense
 - Adjust each FY to reflect actual expense plus expected increases
 - Review annually

RECOMMENDATIONS TO COUNCIL

Changing Issuing Bonds Governance

- Only issued for capital expenditures (*current practice*)
- Improve planning and prioritization

Suggested Action:

- Adjust the threshold on the minimum allowed for debt-funded projects
Smaller projects, under \$250K
- Combine small projects to meet the minimum debt threshold.

Reconsider Leveraging Water & Wastewater Reserves

- Loaning of reserves for TIRZ water/sewer projects (*to be reimbursed*)
- Funding Master Plan projects
- Funding other water/sewer system improvement projects

Suggested Action:

- Utilize Bonding or other financing strategy before exhausting the Water/Wastewater reserves with the current project funding approach

RECOMMENDATIONS TO COUNCIL

Senior Discount

- Increase the per month discount to \$12.50 for each service (water & sewer)
 - \$25 per month discount
 - Current qualifications requirements unchanged
 - Applied to those currently receiving discount:
Loss in budgeted revenue \$28,800

Suggested Actions:

- Ensure all privacy and security measures are applied to the handling, management, storage, and destruction of personal information
- Ensure the processes are audit-ready and comply with governmental and industry privacy and security standards for handling, management, storage, and destruction of personal information
- Reduce requirement for income verification to providing current filed income tax return only
- Reduce the requirement for age verification to providing copy of government-issued ID

RECOMMENDATIONS TO COUNCIL

Donations

- Provide an opportunity for Kennedale Utility customers to contribute to fund that would assist other Kennedale customers
- Funds only distributed to Kennedale Utility customers
- Funds administered by a third-party agency, independent of the City of Kennedale and the Kennedale Utility system
- Provide ability to make contribution to the fund as part of the utility bill pay process

Downsize Water Meter Discount

- Discount for residents who downsize meter size or reduce number of meters
 - \$200 discount on cost to downsize:
 - Estimated cost range from \$750 to \$1,000 to downsize meter*
 - If all potential customers leveraged this discount:
 - Potential loss in budgeted revenues \$140,400 (225 customers)*

RECOMMENDATIONS TO COUNCIL

Study providing Low-Income Discount

Suggested Action:

- Investigate and consider offering an income-tested discount for residents of all ages

Establish a Finance Advisory Board

Suggested Action:

- Would review budget, audit, bonds, and areas for improvement in funding
- Would work with the Utility Advisory Board when looking at establishing new utility rates

PREVIOUS RATES + 10% TO BASE & VOLUME - REVENUE SHORTFALL (\$1.827M)

Water Rates

Base (Fixed) Rates		Volume (Variable) Rates (per 1,000 gallons)			Revenue Shortfall - \$898K
			<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>	
¾"	\$15.26				
1"	\$25.48				
1½"	\$50.81	0-5,000 gallons	\$3.07	\$3.03	
2"	\$81.32	5,001-20,000	\$5.80	\$5.80	
3"	\$152.57	20,001-50,000	\$6.30	\$7.63	
4"	\$254.33	50,000+	\$6.81	\$7.63	

Sewer Rates

		<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>	Revenue Shortfall - \$929K
Base Charge		\$18.91	\$31.50	
Volume (per 1,000 gallons)		<u>Residential & Seniors</u>	<u>Commercial</u>	Note: Rate adjustment would require a 37.5% reduction in Water/ Sewer Fund expenditures or 11.4% reduction of total expenditures to cover shortfalls of revenue.
		\$4.50	\$4.93	
		<u>Industrial</u>	\$4.93	

RATE OPTION 1 (REVENUE SHORT FALL \$36K) - ADJUSTING BASE RATE AWWA EQUIVALENTS - (PUC SUGGESTED) (COMMITTEE'S FIRST CHOICE)

Water Rates

Base (Fixed) Rates		Volume (Variable) Rates (per 1,000 gallons)		
			<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
¾"	\$34.50			
1"	\$57.50	0-5,000 gallons	\$2.00	\$2.85
1½"	\$115.00	5,001-20,000	\$5.35	\$5.30
2"	\$184.00	20,001-50,000	\$6.37	\$6.94
3"	\$368.00	50,000+	\$8.06	\$6.94
4"	\$575.00			

Sewer Rates (No Change)

		5,000 Gal.	W	S	T
Base Charge					
	<u>Residential & Seniors</u>	\$45.00			
	<u>Commercial & Industrial</u>	\$60.72			
Volume (per 1,000 gallons)					
	<u>Residential & Seniors</u>	\$2.90			
	<u>Commercial</u>	\$6.72			
	<u>Industrial</u>	\$4.50			

5,000 Gal.	W	S	T
¾"	44.50	59.50	104.00
1"	67.50	59.50	127.00

RATE OPTION 2 – CURRENT BASE RATE

AWWA (MUNICIPAL STANDARD)

PHASE-IN COST OF SERVICE

Water Rates

Base (Fixed) Rates

¾"	\$34.50
1"	\$86.25
1½"	\$172.50
2"	\$276.00
3"	\$552.00
4"	\$862.50

Volume (Variable) Rates (per 1,000 gallons)

	<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
0-5,000 gallons	\$2.00	\$2.85
5,001-20,000	\$5.35	\$5.30
20,001-50,000	\$6.37	\$6.94
50,000+	\$8.06	\$6.94

Sewer Rates (No Change)

	<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
Base Charge	\$45.00	\$60.72

5,000 Gal.	W	S	T
¾"	44.50	59.50	104.00
1"	96.25	59.50	155.75

Volume (per 1,000 gallons)

<u>Residential & Seniors</u>	<u>Commercial</u>	<u>Industrial</u>
\$2.90	\$6.72	\$4.50

RATE OPTION 3 (REVENUE SHORT FALL \$273K) – REDUCE WATER BASE RATE \$8.50 & ADJUST VOLUME RATES

Water Rates

Base (Fixed) Rates

¾"	\$26.00
1"	\$65.00
1½"	\$130.00
2"	\$208.00
3"	\$416.00
4"	\$650.00

Volume (Variable) Rates (per 1,000 gallons)

	<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
0-5,000 gallons	\$2.75	\$2.85
5,001-20,000	\$5.36	\$5.30
20,001-50,000	\$6.70	\$6.94
50,000+	\$8.38	\$6.94

Sewer Rates (No Change)

	<u>Residential & Seniors</u>	<u>Commercial & Industrial</u>
Base Charge	\$45.00	\$60.72

5,000 Gal.	W	S	T
¾"	39.75	59.50	99.25
1"	78.75	59.50	138.25

Volume (per 1,000 gallons)

<u>Residential & Seniors</u>	<u>Commercial</u>	<u>Industrial</u>
\$2.90	\$6.72	\$4.50

POTENTIAL FUTURE SAVINGS

- Inflow and Infiltration (I&I) reduction
- Long-term sewer treatment options
- Long-term water supply options
- Customer usage modifications
- Billing & Collection contract

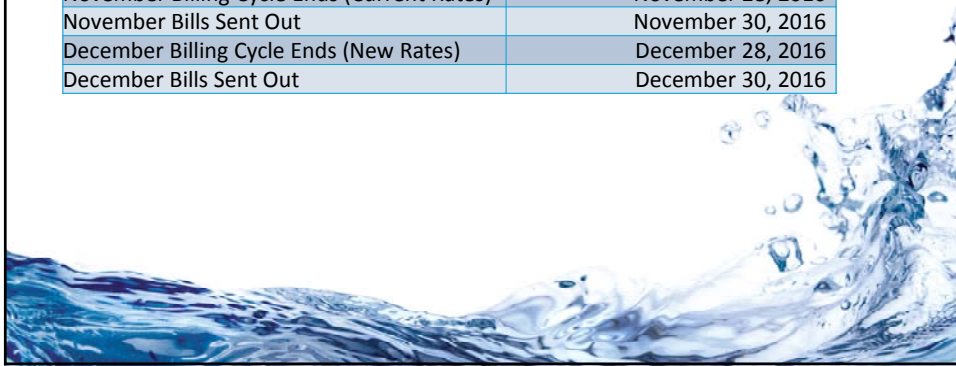
RATE COMPARISON

¾" RESIDENTIAL METER WITH 8,000 GALLONS OF USAGE

City	Water Cost	Sewer Cost	Total Cost	% of Cost
Willow Park	93.69	56.43	150.12	116.60%
Crandall	67.78	69.74	137.52	106.81%
Leander	95.31	37.30	132.61	100.03%
Kennedale (FW Cust.)	60.55	68.20	128.75	-
Lancaster	42.26	76.88	119.14	92.54%
Haltom City (FW Cust.)	64.73	43.63	108.36	84.16%
Southlake (FW Cust.)	61.48	50.16	111.64	86.71%
Forest Hill (FW Cust.)	43.29	57.82	101.11	78.53%
Burleson (FW Cust.)	49.00	51.05	100.05	77.71%
Watauga	53.48	44.66	98.14	76.43%
Mansfield	41.60	52.68	94.28	73.23%
Azle	42.33	47.75	90.08	69.97%
Sansom Park (FW Cust.)	45.14	44.27	89.41	69.44%
Saginaw (FW Cust.)	41.89	31.25	73.14	56.80%
Arlington	27.32	38.50	65.82	51.12%
Fort Worth	29.58	34.42	64.00	49.71%

RATE IMPLEMENTATION TIMELINE

Billing/Publication Items	DATE
Council Considers New Rates	September 19, 2016
1 st Publication in Star Telegram	September 21, 2016
2 nd Publication in Star Telegram	September 28, 2016
September Billing Cycle Ends (Current Rates)	September 28, 2016
October Billing Cycle Ends (Current Rates)	October 26, 2016
November Billing Cycle Ends (Current Rates)	November 28, 2016
November Bills Sent Out	November 30, 2016
December Billing Cycle Ends (New Rates)	December 28, 2016
December Bills Sent Out	December 30, 2016





Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: WORK SESSION - B.

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: September 19, 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: September 19, 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:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates from the City Manager

- 2015 CAFR Award

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:

1.	2015 CAFR Award	20160914153651437.pdf
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Government Finance Officers Association

**Certificate of
Achievement
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in Financial
Reporting**

Presented to

**City of Kennedale
Texas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2015



Executive Director/CEO



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials - July and August 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.	July 2016 Financials	2016_07 Monthly Financials.pdf
2.	August 2016 Financials	08_2016 Monthly Financials.pdf

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

CURRENT LINE ITEM BUDGET OVERAGES FOR THE CITY

ACCOUNT NUMBER	ACCOUNT NAME	BUDGET	CURRENT BALANCE	OVERAGE
01-5107-10-00	OVERTIME	80,000	125,101	45,101
01-5109-10-00	PART TIME/TEMPORARY	10,000	57,420	47,420
01-5116-90-00	UNEMPLOYMENT INSURANCE	6,120	12,455	6,335
01-5240-02-00	PRINTED SUPPLIES	400	1,526	1,126
01-5240-03-00	PRINTED SUPPLIES	200	459	259
01-5260-17-00	GENERAL OFFICE SUPPLIES	300	659	359
01-5430-10-00	MOTOR VEHICLE MAINTENANCE	33,000	46,040	13,040
01-5430-12-01	MOTOR VEHICLE MAINTENANCE	1,190	1,810	620
01-5510-04-00	ASSOCIATION DUES/PUBLICATIONS	965	1,344	379
01-5510-10-00	ASSOCIATION DUES/PUBLICATIONS	5,000	6,087	1,087
01-5525-02-00	TRAINING/SEMINARS	1,000	2,050	1,050
01-5525-17-00	TRAINING/SEMINARS	-	265	265
01-5540-90-00	INSURANCE- AUTO	19,208	21,109	1,901
01-5570-02-00	SPECIAL SERVICES	4,788	6,250	1,462
01-5573-03-00	ELECTION SERVICES	5,200	7,000	1,800
01-5578-07-01	TRAVEL	1,612	2,384	772
01-5578-17-00	TRAVEL	365	772	407
01-5590-09-01	WATER/SEWER SERVICES	1,800	3,538	1,738
01-5590-16-00	WATER/SEWER SERVICES	1,500	2,550	1,050
07-5510-01-00	ASSOCIATION DUES/PUBLICATIONS	5,073	6,592	1,519
07-5565-01-00	LEGAL SERVICES	2,500	6,100	3,600
10-5116-90-00	UNEMPLOYMENT INSURANCE	990	2,310	1,320
10-5260-01-02	GENERAL OFFICE SUPPLIES	700	950	250
10-5409-01-02	WASTEWATER SYSTEM MAINTENANCE	120,000	279,421	159,421
10-5450-01-02	PUMP/MOTOR MAINTENANCE	28,000	60,563	32,563
10-5861-90-00	MOTOR VEHICLES	55,000	56,692	1,692
12-5430-02-00	MOTOR VEHICLE MAINTENANCE	-	550	550
15-5510-01-00	ASSOCIATION DUES/PUBLICATIONS	4,020	5,356	1,336
15-5570-01-00	SPECIAL SERVICES	72,600	78,558	5,958
15-5580-01-00	ENGINEERING	1,000	53,610	52,610
15-5610-01-00	VISUAL GRANT	-	4,843	4,843
15-5615-01-00	FUNCTIONAL GRANT	-	48,047	48,047
17-5230-12-02	CLEANING SUPPLIES	425	886	461
17-5240-12-02	PRINTED SUPPLIES	75	419	344
17-5260-12-02	GENERAL OFFICE SUPPLIES	375	937	562
17-5280-12-02	MINOR EQUIP/SMALL TOOLS <5K	6,000	7,196	1,196
17-5403-12-02	BUILDING MAINTENANCE	5,000	12,960	7,960
17-5404-12-03	PARK MAINTENANCE	34,000	56,312	22,312
17-5580-12-02	ENGINEERING	6,000	13,455	7,455
01-5578-01-00	TRAVEL	4,000	5,063	1,063
01-5590-01-00	WATER/SEWER SERVICES	1,500	2,436	936

"EXEMPLIFYING EXCELLENCE"

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

		MONTHLY FINANCIALS		
01-5290-01-00	EXPENDABLE SUPPLIES	1,200	1,150	(50)
01-5280-02-00	GENERAL OFFICE SUPPLIES	100	106	6
01-5510-03-00	ASSOCIATION DUES/PUBLICATIONS	1,188	1,382	194
01-5440-04-00	OFFICE EQUIP/SOFTWARE MAINT	9,279	9,390	111
01-5525-05-00	TRAINING/SEMINARS	1,000	1,108	108
01-5107-09-02	OVERTIME	1,500	1,553	53
01-5590-10-00	WATER/SEWER SERVICES	1,700	2,808	1,108
01-5230-10-00	CLEANING SUPPLIES	1,000	1,407	407
01-5114-12-01	LONGEVITY PAY	2,528	2,532	4
01-5525-12-01	TRAINING/SEMINARS	1,820	1,400	(420)
01-5575-12-01	EQUIPMENT RENTAL	1,536	1,902	366
01-5118-17-00	MEDICAL INSURANCE	11,566	12,392	826
01-5293-17-00	LIBRARY GRANT EXPENDITURES	-	1,802	1,802
01-5570-17-00	SPECIAL SERVICES	3,730	5,343	1,613
01-5590-17-00	WATER/SEWER SERVICES	2,600	3,630	1,030
12-5101-02-00	SALARIES	1,558	1,190	(368)
17-5407-12-02	STREET MAINTENANCE	410,000	456,253	46,253
17-5501-12-02	ADVERTISING	-	28	28
17-5590-12-02	WATER/SEWER SERVICES	30,000	36,280	6,280
18-5107-01-00	OVERTIME	-	211	211
10-5118-01-01	MEDICAL INSURANCE	3,855	5,316	1,461
10-5260-01-01	GENERAL OFFICE SUPPLIES	300	314	14
10-5290-01-01	EXPENDABLE SUPPLIES	300	378	78
10-5525-01-01	TRAINING/SEMINARS	-	95	95
10-5578-01-01	TRAVEL	-	30	30
10-5590-01-02	WATER/SEWER SERVICES	1,900	2,648	748
15-5565-01-00	LEGAL SERVICES	1,000	4,712	3,712
15-5800-01-00	LAND	-	1,274	1,274
15-5240-01-00	PRINTED SUPPLIES	3,000	5,110	2,110
14-5580-01-00	BRICK PAVERS	-	162	162
21-5570-01-00	SPECIAL SERVICES	-	6,000	6,000
31-5280-00-00	MINOR EQUIP/SMALL TOOLS <5K	-	319	319
TOTAL		1,012,566	1,570,299	557,733
OVERAGE OF THESE FUNDS				155.1%

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

1201 GENERAL FUND	1,012,898
1202 DEBT SERVICE	327,809
1204 CAPITAL PROJ- ST CONSTRUCTION	31,469
1205 VEHICLE FUND	(5,025)
1207 STORM DRAINAGE UTILITY FUND	158,563
1210 WATER AND SEWER FUND	(171,728)
1212 COURT SECURITY FUND	10,592
1213 CIP FUND - 1998 CO	(60,806)
1214 PARK DEDICATION FUND	195,225
1215 ECO DEV CORPORATION	(63,973)
1216 COURT TECHNOLOGY FUND	10,358
1217 STREETS IMPROVEMENT FUND	367,169
1218 JUVENILE CASE MANAGER FUND	26,436
1221 KENNEDALE TIFF#1 FUND	(19,892)
1231 POLICE SEIZURE FUND	6,224
1232 LIBRARY BUILDING FUND	11,624
1234 LEOSE FUND	-
1241 DONATION FUND	43,981
1245 ROADWAY IMPACT FEE FUND	359,191
1261 WATER IMPACT FEE FUND	261,368
1262 SEWER IMPACT FEE FUND	94,978
1283 TREE REFORESTATION FUND	67,874
1285 UNCLAIMED PROPERTY FUND	1,990
1295 EDC FIXED ASSET/RESERVE	120,097

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

REVENUES	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY14-15 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
GENERAL FUND	5,140,464	6,023,006	6,091,420	257,084	5,532,165	436,952	90.8%	559,254
OTHER GENERAL FUNDS	1,117,169	1,437,430	1,263,636	125,161	902,188	28,617	71.4%	361,448
GENERAL FUND	6,257,632	7,460,436	7,355,056	382,245	6,434,353	465,568	87.5%	920,703
GENERAL DEBT SERVICE FUND	1,275,433	1,345,839	1,403,111	8,959	1,284,695	43,928	91.6%	118,416
WATER/SEWER FUND	2,422,699	3,460,517	5,672,328	498,315	3,371,279	2,185,873	59.4%	2,301,049
STORMWATER UTILITY FUND	152,228	200,108	247,825	21,569	202,908	(17,700)	81.9%	44,917
WATER IMPACT FUND	148,052	172,370	116,040	6,888	157,057	30	135.3%	(41,017)
SEWER IMPACT FUND	39,432	44,619	6,682	988	48,414	(1)	724.6%	(41,732)
WATER/SEWER FUND	2,762,412	3,877,614	6,042,875	527,760	3,779,658	2,168,203	62.5%	2,263,217
EDC48 FUNDS	455,510	650,469	912,036	58,214	432,028	10,331	47.4%	480,008
CAPITAL FUNDS	238,090	827,125	1,141,107	227,457	767,606	(107,523)	67.3%	373,501
SPECIAL REVENUE FUNDS	(3,058)	42,861	126,801	1	89,673	125,000	70.7%	37,128
TOTAL REVENUES	\$ 10,986,019	\$ 14,204,344	\$ 16,980,986	\$ 1,204,636	\$ 12,788,014	\$ 2,705,508	75.3%	4,192,972
EXPENDITURES	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY14-15 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
GENERAL FUND	4,533,503	5,688,510	6,198,118	507,756	4,804,858	372,294	77.5%	1,393,260
OTHER GENERAL FUNDS	870,932	1,127,260	1,322,814	124,592	1,166,168	24,818	88.2%	156,645
GENERAL FUND	5,404,435	6,815,770	7,520,932	632,348	5,971,026	397,112	77.5%	1,549,905
GENERAL DEBT SERVICE FUND	1,183,062	1,338,313	1,363,867	41,888	1,215,292	20,759	89.1%	148,575
WATER/SEWER FUND	3,445,909	4,063,998	6,093,227	305,745	3,200,449	1,032,548	52.5%	2,892,778
STORMWATER UTILITY FUND	295,243	111,696	264,273	9,986	100,175	(307,954)	37.9%	164,098
WATER IMPACT FUND	-	174,916	171,200	-	-	(3,716)	0.0%	171,200
SEWER IMPACT FUND	-	22,396	-	-	-	(22,396)	0.0%	-
WATER/SEWER FUND	3,741,152	4,373,006	6,528,700	315,731	3,300,624	698,482	50.6%	3,228,076
EDC48 FUNDS	520,711	694,022	711,842	22,343	560,026	(24,127)	78.7%	151,817
CAPITAL FUNDS	461,898	795,765	1,283,626	17,428	545,923	(53,843)	42.5%	737,703
SPECIAL REVENUE FUNDS	1,575	48,852	126,800	3,517	108,628	(55,000)	85.7%	18,172
TOTAL EXPENDITURES	\$ 11,312,833	\$ 14,065,728	\$ 17,535,767	\$ 1,033,255	\$ 11,701,519	\$ 983,384	66.7%	5,834,248

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

GENERAL FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
CITY MANAGER	216,845	275,390	293,578	23,742	227,767	11,658	77.6%	65,811
MAYOR/CITY COUNCIL	60,319	77,128	88,576	4,144	66,108	(5,530)	74.6%	22,468
CITY SECRETARY	101,186	124,118	135,923	16,247	108,418	(12,421)	79.8%	27,505
MUNICIPAL COURT	105,287	129,204	157,745	11,546	95,135	18,928	60.3%	62,610
HUMAN RESOURCES	90,812	112,330	124,565	9,519	96,244	6,723	77.3%	28,321
FINANCE	282,464	348,750	323,931	15,205	264,686	(96,469)	81.7%	59,245
POLICE	1,606,250	2,033,489	2,245,833	198,648	1,737,895	193,639	77.4%	507,938
FIRE	1,322,862	1,627,526	1,728,014	138,488	1,372,728	79,246	79.4%	355,286
COMMUNITY DEVELOPMENT	250,409	348,053	439,480	30,050	318,505	57,053	72.5%	120,975
SENIOR CITIZEN CENTER	39,645	50,569	54,077	4,963	39,361	(32)	72.8%	14,716
LIBRARY	175,558	217,519	239,080	23,497	200,419	9,990	83.8%	38,660
NONDEPARTMENTAL	281,864	344,434	367,317	31,707	277,592	109,510	75.6%	89,725
TOTAL EXPENDITURES	\$ 4,533,503	\$ 5,688,510	\$ 6,198,118	\$ 507,756	\$ 4,804,858	\$ 372,294	77.5%	\$ 1,393,260

WATER/SEWER FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
UTILITY BILLING	879,630	1,326,837	1,360,981	35,967	679,599	14,824	49.9%	681,382
WATER OPERATIONS	1,410,831	1,122,780	3,156,143	163,318	1,252,895	1,374,731	39.7%	1,903,248
DEBT	443,926	186,691	505,472	-	450,087	1,372	89.0%	55,385
NONDEPARTMENTAL	711,522	1,427,690	1,070,631	106,460	817,868	(358,379)	76.4%	252,763
TOTAL EXPENDITURES	\$ 3,445,909	\$ 4,063,998	\$ 6,093,227	\$ 305,745	\$ 3,200,449	\$ 1,032,548	52.5%	\$ 2,892,778

STREET IMPROVEMENT FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
STREETS	503,454	704,161	1,042,537	109,989	939,321	213,861	90.1%	103,217
PARKS MAINTENANCE	85,640	118,624	84,000	13,693	105,010	7,000	125.0%	(21,010)
TOTAL EXPENDITURES	\$ 589,094	\$ 822,784	\$ 1,126,537	\$ 123,683	\$ 1,044,330	\$ 220,861	92.7%	\$ 82,207

EDC4B FUNDS	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
ADMINISTRATION	165,179	241,795	176,466	14,390	245,000	(85,995)	138.8%	(68,534)
DEBT SERVICE	318,801	323,315	319,893	4,573	309,547	(3,475)	96.8%	10,346
TOWN SHOPPING CENTER	49,475	66,816	50,484	4,533	39,630	-	78.5%	10,854
TOWN CENTER REDEVELOPME	-	-	90,000	-	-	90,000	0.0%	90,000
TX LEVERAGE	-	101,192	50,000	-	18,739	(60,000)	37.5%	31,261
TOTAL EXPENDITURES	\$ 91,744	\$ 715,745	\$ 686,842	\$ 84,494	\$ 84,494	\$ (59,471)	12.3%	\$ 73,927

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

FUND 99 CASH BALANCES

1201 GENERAL FUND	1,074,329
1202 DEBT SERVICE	(63,710)
1204 CAPITAL PROJ- ST CONSTRUCTION	99,070
1205 VEHICLE FUND	1,132
1207 STORM DRAINAGE UTILITY FUND	168,278
1210 WATER AND SEWER FUND	(130,435)
1212 COURT SECURITY FUND	10,992
1213 CIP FUND - 1998 CO	-
1214 PARK DEDICATION FUND	195,253
1215 ECO DEV CORPORATION	19,486
1216 COURT TECHNOLOGY FUND	10,891
1217 STREETS IMPROVEMENT FUND	407,571
1218 JUVENILE CASE MANAGER FUND	25,812
1221 KENNEDALE TIFF#1 FUND	(12,643)
1231 POLICE SEIZURE FUND	2,036
1232 LIBRARY BUILDING FUND	11,750
1234 LEOSE FUND	-
1241 DONATION FUND	41,841
1245 ROADWAY IMPACT FEE FUND	338,855
1261 WATER IMPACT FEE FUND	98,029
1262 SEWER IMPACT FEE FUND	95,967
1283 TREE REFORESTATION FUND	67,884
1285 UNCLAIMED PROPERTY FUND	1,990
1295 EDC FIXED ASSET/RESERVE	120,115
TOTAL CASH IN POOLED CASH	2,584,495

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

REVENUES	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY14-15 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
GENERAL FUND	5,418,592	6,023,006	6,091,420	329,521	5,861,686	419,252	96.2%	229,734
OTHER GENERAL FUNDS	1,224,802	1,437,430	1,263,636	123,228	1,025,416	28,617	81.1%	238,220
GENERAL FUND	6,643,394	7,460,436	7,355,056	452,749	6,887,102	447,868	93.6%	467,954
GENERAL DEBT SERVICE FUND	1,351,728	1,345,839	1,403,111	2,065	1,286,760	43,928	91.7%	116,352
WATER/SEWER FUND	3,091,687	3,460,517	5,672,328	657,065	4,028,614	2,194,373	71.0%	1,643,714
STORMWATER UTILITY FUND	173,079	200,108	247,825	21,234	224,381	(17,700)	90.5%	23,444
WATER IMPACT FUND	155,719	172,370	116,040	7,858	164,915	30	142.1%	(48,875)
SEWER IMPACT FUND	40,410	44,619	6,682	990	49,404	(1)	739.4%	(42,722)
WATER/SEWER FUND	3,460,895	3,877,614	6,042,875	687,146	4,467,313	2,176,703	73.9%	1,575,561
EDC4B FUNDS	507,983	650,469	912,036	114,533	546,562	10,331	59.9%	365,475
CAPITAL FUNDS	274,373	827,125	1,141,107	20,247	849,746	(107,523)	74.5%	291,361
SPECIAL REVENUE FUNDS	(3,058)	42,861	126,801	23,735	113,409	125,000	89.4%	13,392
TOTAL REVENUES	#####	#####	#####	#####	#####	#####	83.3%	2,830,094
EXPENDITURES	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY14-15 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
GENERAL FUND	4,915,099	5,688,346	6,198,118	458,331	5,263,188	372,294	84.9%	934,930
OTHER GENERAL FUNDS	907,049	1,127,260	1,322,814	65,656	1,231,824	24,818	93.1%	90,990
GENERAL FUND	5,822,148	6,815,606	7,520,932	523,987	6,495,012	397,112	84.9%	1,025,919
GENERAL DEBT SERVICE FUND	1,337,913	1,338,313	1,363,867	143,314	1,358,606	20,759	99.6%	5,261
WATER/SEWER FUND	3,893,467	4,050,650	6,093,227	616,792	3,817,220	1,032,548	62.6%	2,276,007
STORMWATER UTILITY FUND	84,272	111,696	264,273	14,401	114,576	(307,954)	43.4%	149,697
WATER IMPACT FUND	174,916	174,916	171,200	171,200	171,200	(3,716)	100.0%	-
SEWER IMPACT FUND	-	22,396	-	-	-	(22,396)	0.0%	-
WATER/SEWER FUND	4,152,654	4,359,658	6,528,700	802,394	4,102,996	698,482	62.8%	2,425,704
EDC4B FUNDS	598,502	733,118	711,842	40,229	653,145	(24,127)	91.8%	58,698
CAPITAL FUNDS	541,588	795,765	1,283,626	25,007	570,930	(53,843)	44.5%	712,696
SPECIAL REVENUE FUNDS	5,294	48,852	126,800	16,486	124,794	(55,000)	98.4%	2,006
TOTAL EXPENDITURES	#####	#####	#####	#####	#####	\$ 983,384	75.9%	4,230,284

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

GENERAL FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
CITY MANAGER	234,099	275,390	293,578	19,930	247,697	11,658	84.4%	45,881
MAYOR/CITY COUNCIL	67,218	77,128	88,576	14,438	80,546	(5,530)	90.9%	8,030
CITY SECRETARY	109,360	124,118	135,923	11,999	120,418	(12,421)	88.6%	15,505
MUNICIPAL COURT	114,731	129,204	157,745	9,535	104,670	18,928	66.4%	53,075
HUMAN RESOURCES	89,056	112,330	124,565	7,916	104,161	6,723	83.6%	20,404
FINANCE	303,813	348,750	323,931	20,019	284,705	(96,469)	87.9%	39,226
POLICE	1,735,673	2,033,489	2,245,833	130,393	1,868,288	193,639	83.2%	377,545
FIRE	1,437,207	1,627,526	1,728,014	112,848	1,485,575	79,246	86.0%	242,439
COMMUNITY DEVELOPMENT	275,815	347,889	439,480	32,843	351,348	57,053	79.9%	88,132
SENIOR CITIZEN CENTER	44,129	50,569	54,077	2,708	42,069	(32)	77.8%	12,008
LIBRARY	189,339	217,519	239,080	17,657	218,076	9,990	91.2%	21,004
NONDEPARTMENTAL	314,658	344,434	367,317	78,044	355,636	109,510	96.8%	11,681
TOTAL EXPENDITURES	\$ 4,915,099	\$ 5,688,346	\$ 6,198,118	\$ 458,331	\$ 5,263,188	\$ 372,294	84.9%	\$ 934,930

WATER/SEWER FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
UTILITY BILLING	1,013,458	1,326,837	1,360,981	314,107	993,706	14,824	73.0%	367,275
WATER OPERATIONS	1,563,942	1,109,432	3,156,143	106,273	1,359,146	1,374,731	43.1%	1,796,997
DEBT	504,101	186,691	505,472	55,385	505,472	1,372	100.0%	0
NONDEPARTMENTAL	811,966	1,427,690	1,070,631	141,028	958,896	(358,379)	89.6%	111,735
TOTAL EXPENDITURES	\$ 3,893,467	\$ 4,050,650	\$ 6,093,227	\$ 616,792	\$ 3,817,220	\$ 1,032,548	62.6%	\$ 2,276,007

STREET IMPROVEMENT FUND	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
STREETS	577,689	704,161	1,042,537	56,698	996,019	213,861	95.5%	46,519
PARKS MAINTENANCE	105,592	118,624	84,000	7,428	112,438	7,000	133.9%	(28,438)
TOTAL EXPENDITURES	\$ 683,281	\$ 822,784	\$ 1,126,537	\$ 64,126	\$ 1,108,457	\$ 220,861	98.4%	\$ 18,081

EDC4B FUNDS	FY14-15 YTD	FY14-15 ACTUAL	FY15-16 ADOPTED	CURRENT MONTH	FY15-16 YTD	CY - PY CHANGE	% OF BUDGET USED	BUDGET REMAINING
ADMINISTRATION	224,556	241,795	176,466	32,570	277,570	(85,995)	157.3%	(101,105)
DEBT SERVICE	323,315	323,315	319,893	4,573	314,120	(3,475)	98.2%	5,773
TOWN SHOPPING CENTER	50,631	66,816	50,484	3,086	42,716	-	84.6%	7,768
TOWN CENTER REDEVELOPMENT	-	-	90,000	-	-	90,000	0.0%	90,000
TX LEVERAGE	-	101,192	50,000	-	18,739	(60,000)	37.5%	31,261
TOTAL EXPENDITURES	\$ 91,744	\$ 715,745	\$ 686,842	\$ 84,494	\$ 84,494	\$ (59,471)	12.3%	\$ 33,698



Staff Report to the Honorable Mayor and City Council

Date: September 19, 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 09.2016.docx
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POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: GLOBAL EXECUTIVE CONSTRAINT

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

The utility system remains in a deficit cash position. The recent rate increase will bring the system back into compliance with the fiscal policies within 4 years. Other 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. I will attend the InfraGard meeting in early December.

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 handbook. City operations are in compliance with the treatment of staff policy. Kelly Cooper works well with staff to ensure policies are followed. Staff recently completed supervisory and leadership training. Succession planning is underway for public works, fire, and police. Kelly and I are working with the City of Celina on implementing a learning organization environment.

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 and Dennis Brown are 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 both budget reviews and staff meetings. Krystal Crump is providing excellent support insofar as city finances are concerned. Jack Thompson (EDC & Chamber) is familiar with the business development activities.



Staff Report to the Honorable Mayor and City Council

Date: September 19, 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:

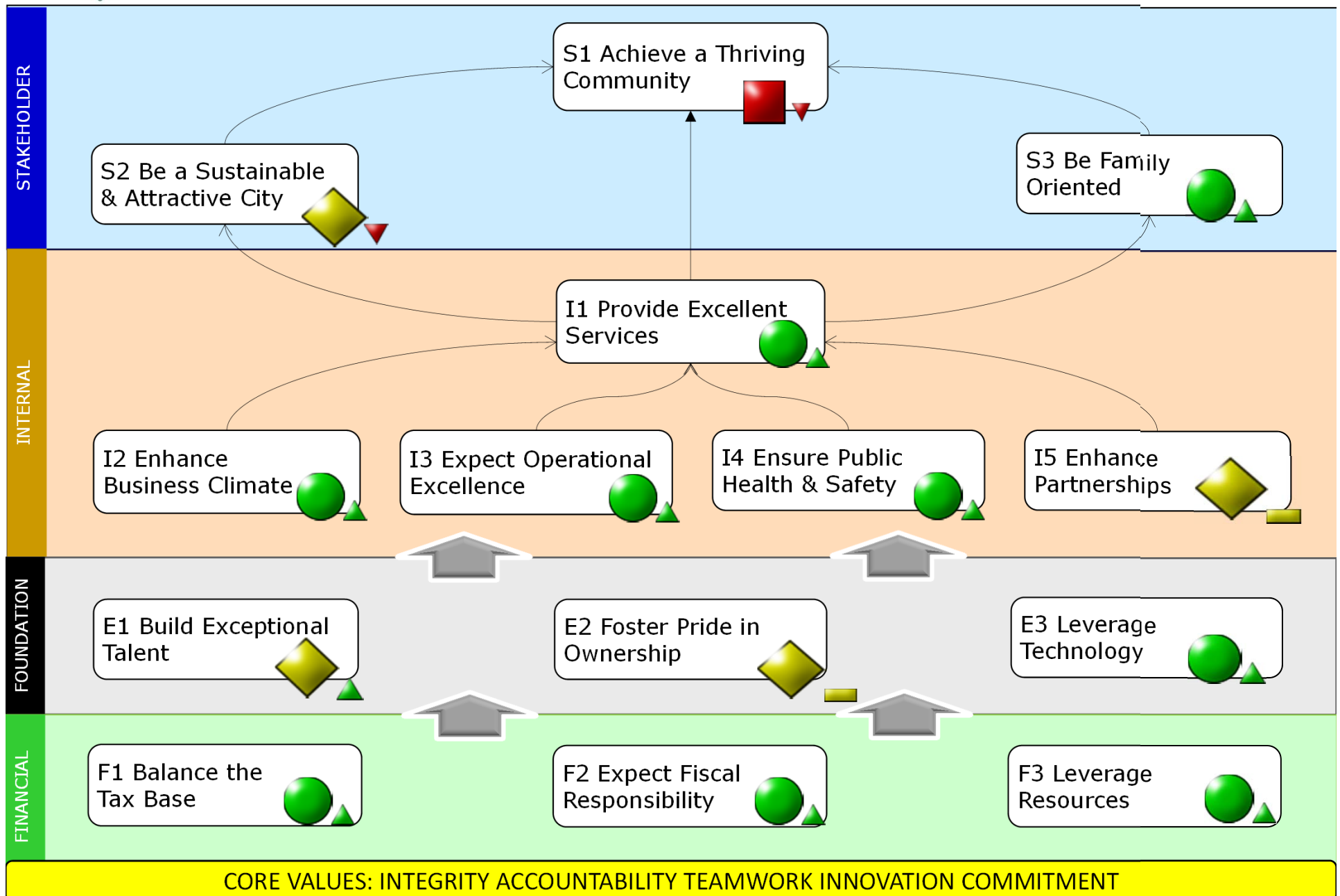
V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Balanced Scorecard August 2016	Kennedale Strategy August 2016.pdf
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Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

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

I. Subject:

Consider approval of minutes from August 12, 2016 special budget workshop meeting

II. Originated by:

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	City Council Special Budget Workshop Meeting Minutes - August 12, 2016	8-12-16 Budget Workshop.pdf
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KENNEDALE CITY COUNCIL
MINUTES
SPECIAL MEETING
August 12, 2016
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION - 8:30 AM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 8:46 a.m.

II. ROLL CALL

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

Absent: None

Staff Present: Bob Hart, Krystal Crump, Leslie Galloway, Kelly Cooper, Rachael Roberts, Amanda King, Mike McMurray, Larry Hoover, Ron Taylor, Dennis Brown, Tommy Williams, Darrel Hull, Melinda Davis, Sarah Quiett, and Debby Scott

III. WORK SESSION

A. Fiscal Year 2016/2017 Proposed Budget Workshop

City Manager Bob Hart and department heads presented the FY2016-2017 proposed budget to City Council. Highlights included development challenges; property taxes and exemptions; utility rates; land use values; street funding; residential engagement; entry points; the park system; a well-planned community; staffing; healthcare; regional collaboration, and a communication plan.

Mayor Johnson recessed the budget workshop for a lunch break at 11:30 a.m. Mayor Johnson resumed the budget workshop at 12:00 p.m.

B. Review Effective & Rollback Tax Rate Summary

Bob Hart stated that the current effective rate is 76.75; the recommendation is to hold at the current rate or the effective tax rate, whichever is lower. Council discussed possible exemptions beyond the current over 65, \$50,000 exemption and agreed to look at that in the future; concluding that it was not something that could happen this budget year.

IV. REGULAR SESSION

A. Discuss and consider approval of Resolution 490 of the City Council of the City of Kennedale, Texas, approving the placement of a proposal on the September 19, 2016 City Council Public Meeting agenda to adopt a 2016 tax rate that will be lower than the rollback rate; calling public hearings on September 8, 2016 and September 15, 2016 (if necessary)

Mayor Johnson read aloud the purposed Resolution.

The City Council desires to consider adoption of a 2016 tax rate not to exceed \$0.8220 per \$100 valuation, which will exceed the lower of the rollback rate or the effective tax rate.

The City Council hereby approves the placement of an item on the September 19, 2016 City Council public meeting agenda, such meeting being a regular Council meeting, to vote on a proposed tax rate of \$0.7675 per \$100 valuation that will not exceed the lower of the rollback rate or the effective tax rate.

The City Council hereby calls public hearings on the proposed tax rate to be held in the City Hall Council Chambers located at 405 Municipal Drive, Kennedale, Texas 76060 on September 8, 2016, at 7:00 p.m., and September 15, 2016 (if necessary), at 6:00 p.m., such dates being weekdays which are not public holidays. The first public hearing will not be held until at least seven (7) days after notice of both public hearings have been published in the Fort Worth Star-Telegram, a newspaper having general circulation within the City. The City Secretary is hereby directed to publish such notice in accordance with this Resolution and Texas Tax Code §26.06. At both public hearings, the City Council will afford adequate opportunity for both proponents and opponents of the proposed tax rate to present their views.

Motion To approve Resolution 490 with a 2016 tax rate of \$0.7675 per \$100. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Michael Walker.
Motion passed Unanimously

V. ADJOURNMENT

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

The meeting was adjourned at 2:48 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

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

I. Subject:

Consider approval of minutes from August 15, 2016 regular 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 - August 15, 2016	8-15-16.pdf
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KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
August 15, 2016
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 5:33 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. Presentation by Halff and Associates of Streambank Erosion Study

Streets and Parks Supervisor Larry Hoover introduced Ben Pylant and Levi Hein from Halff Associates, Inc. who performed the Streambank Erosion Study for the city.

Project Manager Ben Pylant provided background on the project, noting that CMJ Engineering assisted in the geotechnical area of the project. He informed Council that the Winding Creek area extends downstream to Kennedale Sublett Road, about one mile of stream length. He stated that they took this as a pilot study to evaluate and inventory the erosion issues. Adding that the goals of the study are to prioritize erosion issues in the study area; develop erosion program options; inform future budget planning; and inform future planning efforts.

Project Engineer Levi Hein continued with the analysis and results of the study. He stated that getting to the goals is a three pronged approach; analysis, assessment, and alternatives. For the watershed analysis they looked at the peak discharges for events of low flow, bank full, and high volume flooding. He noted that a lot of the discharges that cause the erosion are more of a daily event (i.e. 1-year or 10-year). He provided a review of the analysis.

Ben Pylant spoke regarding the assessment phase of the project. He stated that streams have a habit of evolving in a predictable manner. Stage 1 is a fairly stable channel with trees growing out from banks stabilizing soil. A Stage 2 channel has exposed tree cuts and slumping between trees. At stage 3 the creek widens and can lose significant portions of the bank; when trees fall in stage 4 the channel banks are almost bare. He added that Winding Creek is between a stage 2 and a late stage 3 channel.

Half Associates developed an erosion site ranking which is prioritized by public issues and private issues; additionally, they have met with the city regarding the options and alternatives.

B. Discussion of items on regular agenda

City Manager Bob Hart informed the Council that Hong Muyheng, one of the International Fellows that the City sponsored last year received a promotion since he was here. He, along with his superiors, would like to come to Kennedale to visit with Council. It will be somewhat of a repeat of what we did last year. They would like to come the week of October 3rd through October 11th, which is the week we'll be doing interviews for the Advisory Boards.

III. EXECUTIVE SESSION

Mayor Johnson recessed into 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 and the following matters:

1. Citizen's Petition

IV. REGULAR SESSION

Mayor Brian Johnson opened the regular session at 7:04 p.m.

V. ROLL CALL

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

Absent: None

VI. INVOCATION

Pastor Greg Adams from Covenant Life Baptist Church provided the invocation.

VII. UNITED STATES PLEDGE AND TEXAS PLEDGE

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

VIII. VISITOR/CITIZENS FORUM

At this time, any person with business before the City Council not scheduled on the Agenda may speak to the Council, provided that an official 'Speaker's Request Form' has been completed and submitted to the City Secretary prior to the start of the meeting. All comments must be directed towards the Mayor and Council, rather than individual council members or staff. All speakers must limit their comments to the subject matter as listed on the 'Speaker's Request Form.' No formal action or discussion can be taken on these items.

Mayor Brian Johnson explained that the people who have signed up to speak regarding the water rate increase and/or the petition would not be allowed to speak because it is on the agenda. He

noted that the standing rule for the Citizen's Forum states: *that at this time, any person with business before the City Council not scheduled on the Agenda may speak to the Council.*

Sherry Beard White, 717 Magnolia Drive, stated that she recently came back to Kennedale to care for her mother; adding that things have changed a lot. She thinks it is very beautiful down the Parkway with all the scrubs, but she is scared to pull out onto the Parkway from the Dollar General Store because it is very difficult to see. She is requesting that the foliage along Kennedale Parkway be trimmed back for better visibility.

Bob Gruenhagen, 913 Shady Vale Drive, stated that he wanted to talk about the petition, and the Mayor explained why he couldn't, so he'd like to talk about communications. He said that the Citizen's forum is here, and some people complain, some people have good ideas, but as far as he could see there's no forum for feedback. When we leave here, we don't know what happens to our recommendations. Furthermore, last Friday the city had an open meeting about the budget; but there was no public forum, so if people came, they wouldn't be able to discuss anything. He stated that as far as tonight, he studied why people were not allowed to speak on the water rates and/or petition. He noted that the Council has the authority to allow anyone to speak about anything that's on their mind. He cited a seven page ruling from the Attorney General's office which states that Council has the governing authority to get interaction from the people and let them have a voice, and that it is encouraged. He recommends that Council consider this for the future because it would have been a very important thing to allow tonight.

Cathy Brown, 808 Shady Bend Drive; Robert and Wilma Jackson, no address listed; and John Hivale, 418 Coker Valley Drive; were all signed up to speak regarding the water rate, and/or the petition.

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 that he sat in for Mayor Johnson at the Mayor's Council where they talked about the ZIKA Virus and the mosquito problem with the West Nile Virus. They recommended that homeowners do some water mitigation and spraying in their own backyards. He added that he also attended the Lake Arlington Watershed Committee meeting that looks at controlling the E.coli in Village Creek as it runs into Lake Arlington, to make our water supply safer.

B. Updates from the Mayor

Mayor Johnson stated that he was sorry that he missed the last meeting and thanked everyone for the well-wishes. He added that his dad and sister are both recovering. Additionally, he spent a week at Camp Hope, which is part of One Safe Place; it is an organization for kids who have experienced domestic violence. He stated that after a week with these kids, He

realized that the country is in pretty good hands.

C. Updates from the City Manager

City Manager Bob Hart stated that everyone is aware that we've had some blue algae issues in the pond at Sonora Park. The Texas Parks and Wildlife people have checked the pond; they believe that we have had enough rain, so it has been cleared. All the signs are down and the pond is safe for fishing. He announced that the dates for the Budget Public Hearings will be September 8th at 7:00 p.m. and September 19th at 6:30 p.m.

X. MONITORING INFORMATION

Monitoring information updates are in the agenda packet for review.

A. Executive Limitations

B. Ends Review - Balanced Scorecard

XI. INCIDENTAL ITEMS

There were no incidental items.

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 July 18, 2016 regular meeting

B. Approve Schedule of Investment Activity for quarter ending June 30, 2016

C. Consider approval of Resolution 491 a financing agreement for the purpose of procuring "rolling stock and related equipment"

D. Consider approval to extend the Interlocal Agreement for participation in Fort Worth's Environmental Collection Center/Household Hazardous Waste program through September 30, 2017

E. Consider approval of bid awards for health, dental, vision and life and AD&D and voluntary life insurance and authorize the City Manager to sign the agreements

F. Consider approval of contract for Municipal Judge

G. Consider approval of contract for Municipal Court Prosecutor

H. Consider amendment to the developer agreement with Kennedale Seniors, LLC

Motion To approve all required approval items on (Consent) agenda. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Frank Fernandez.

Motion passed Unanimously

XIII. DECISION ITEMS

A. Consider approval of Ordinance 607 authorizing the issuance, sale and delivery of the aggregate principal amount of \$3,720,725 for the City of Kennedale, Texas general obligation refunding bond, Series 2016; securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of all instruments and procedures related thereto including an escrow agreement, a paying agent/registrar agreement and a purchase contract and investment letter. The final ordinance will be provided at the meeting on Monday night.

Bob Hart introduced Mark McLiney, Senior Managing Director for SAMCO Capital Markets, Inc.

Mark McLiney stated that they have been working with staff on reviewing standing obligations and watching as interest rates lowered. He noted that they have been waiting on two bond issues in particular; the 2005 and 2008 Certificate of Obligation bonds. He added that they are close to being where we can take advantage of these lower rates. The total savings on the 2005 bonds is estimated to be \$296,954; and the 2008 bonds is \$405,809. The winning bid comes from First National Bank as presented in Ordinance 607.

Motion To approve Ordinance 607 authoring the issuance, sale and delivery of the aggregate principal amount of \$3,720,725 for general obligation refunding bond, Series 2016.

Action Approve, **Moved By** Liz Carrington, **Seconded By** Kelly Turner.

Motion passed Unanimously

B. Public Hearing on Amendment of Water, Wastewater, and Roadway Impact Fees

1. Presentation by Freese and Nichols
2. Public Hearing
3. Response by Freese and Nichols
4. Action by Council

City Planner Rachel Roberts explained that Impact Fees are fees collected from developers when new development comes into the city, which will impact the infrastructure. She added that they have to be roughly proportional to their actual impact on the infrastructure and State Law requires that the fees are regularly evaluated.

Eddie Haas from Freese and Nichols was the lead consultant on the Roadway portion of the Impact Fee Study, and Jessica Brown was the lead on the water and wastewater. Mr. Haas stated that Chapter 395 of the Texas Local Government Code requires that impact fee evaluations include a public hearing with the consideration of land use assumptions, a Capital Improvement Plan for the three infrastructure components, and the collection rate of the actual impact fee cost per service unit. He added that Freese and Nichols worked with an Advisory Committee, and looked at surrounding cities to see what they are charging. He continued with the process. He noted that if Council does not decide on the rates tonight, you have thirty days to make a determination. If not, you will have to call another public hearing. He processed with a presentation of twelve project segments, and the cost estimates for each of those segments.

Jessica Brown spoke in regard to the water and wastewater portion of the study, stating that they started with the most recent Water and Wastewater Master Plan that was adopted in 2014.

She reviewed the current collection rate, the process used, and the projected cost of projects. There was a short discussion regarding the legal requirements for spending impact fees; the areas they can be used for and the time frame in which they must be used.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one signed up to speak regarding the amendments to the water, wastewater, and roadway impact fees. Mayor Johnson closed the public hearing.

C. Consider approval of Ordinance 604 adopting the water and wastewater impact fees

Motion To approve Ordinance 604 adopting the water and wastewater impact fees.

Action Approve, **Moved By** Frank Fernandez, **Seconded By** Liz Carrington.

Motion passed Unanimously

D. Consider approval of Ordinance 606 adopting the roadway impact fees

Motion To approve Ordinance 606 adopting the roadway impact fees. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Frank Fernandez.

Motion passed Unanimously

E. Certification of Citizens Petition by City Secretary under Article XI of the City Charter; and Consideration and/or action regarding Citizens Petition under Article XI of the City Charter

City Secretary Leslie Galloway addressed the Mayor and City Council, stating that the city's charter does allow qualified voters of the city the power to propose an ordinance through an initiative petition or require reconsideration by the City Council of any adopted ordinance through a referendum petition. She noted that the Charter does not allow for a petition to propose or repeal an ordinance related to zoning, the appropriation of money, or the levy of taxes. She reviewed the events stating that on Wednesday, July 6, 2016 a petition was filed in the City Secretary's office regarding Ordinance 589, which set forth a new water and wastewater rate structure. A petition requires that 250 verifiable signatures are needed, and there were 708 signatures, of which, at least 446 were verified. She added that while the number of signatures is sufficient, two things are problematic.

As she mentioned previously, it is not clear what type of petition was filed. The affidavit states that it is a referendum petition. If viewed as such, it is not valid, as the Charter requires that such a petition be filed within 60 days of the effective date of the referenced Ordinance. The effective date of Ordinance 589 was January 29, 2016, which means the petition, would have needed to be filed by Tuesday, March 29, 2016; and it was not. Even though it was stated to be a referendum petition, there was also an attached proposed ordinance, which calls for the recall of Ordinance 589. Proposed ordinances fall under the category of initiative petitions. Again, neither of these types of petitions is permitted to be used to propose or force the reconsideration of ordinances related to the appropriation of money. As utility rates are an appropriation of money, the petition cannot be valid, no matter what form it is determined to be. She added that her review of the signatures is included in the packet.

City Attorney Wayne Olson stated that the Charter is the right of the citizens to petition the Council to do certain things. In regard to this petition, the citizens filed it as either an initiative or a referendum. In one case, the residents are asking the City Council to adopt an ordinance; in the other, they're asking that City Council to repeal an existing ordinance. He added that the City Secretary has raised issues concerning the petition, noting that it wasn't filed within 60 days, and the initiative process is not allowed for the appropriation of funds. He added that it is not allowed by the Charter or by State Law; therefore his determination is that the petition does not meet the requirement of the Charter and Council cannot act on it. He added that Council will need to address the issues raised by the citizens in another manner.

Mayor Brian Johnson replied that the petition falls under areas not covered by the Charter. However, if you look at our Governance Policy, at the top of the chart you have the owners, who are the citizens. We work for the citizens and staff works for Council. Brian added that you can't just say, yes, there are 700 signatures, but it's not valid under the Charter. If you follow the governance model, it does require some response. I think most people realize at this point that there is a water and sewer infrastructure problem, and you don't like our way of solving the problem. You want us to look for another way of us solving this problem. Mayor Johnson went around the room to allow each Council member to address the public.

Council member Charles Overstreet stated that he agrees that our obligation is to respond to the 700 signatures and the spirit of the petition, not necessarily the letter of its validity. We have to deal with our water infrastructure problem without overburdening the residents. He stated that after they instituted the water rates, there was a lot of pushback from the community, so the Mayor put together a Committee, with some of the people who have stood in front of Council and voiced their disapproval. In his opinion, it is not responsible to go back to the old water rates and ignore the problem. We cannot subsidize water out of the development cost in the City; it will shut down all the goals set in the Master Plan. We need to find a solution that allows us to continue to develop the Master Use Plan and create a sustainable water system.

Council member Mike Walker stated that he agreed with the City Attorney, noting that there are a number of issues with this petition. He thinks it's clear that the City Charter doesn't allow the kind of relief sought in the petition. The Charter is a legal document, as is the petition, and these need to be handled in a way that doesn't set a troublesome precedent for future Councils. With that being said, there is a lot of dissatisfaction among residents, and he feels they overreached with Ordinance 589, and did not do a good job of seeking public comment before the adoption of the Ordinance. We have not done a good job communicating what the purpose and reasoning behind these rates were. He has learned that citizens want a Council that communicates with the residents and listens to their input. Noting that once we saw the petition was not legal, we began asking citizens what they would like. The recommendation came back that we needed to put together another group of residents to evaluate the rates; and we have done that. In closing, he stated that at one point we could have amended Ordinance 589; but, it has become toxic to the community. He requested that the repeal of Ordinance 589 be added to the September Council agenda. He is hopeful that the Committee will come back with something that is better, something we can all accept, something that will allow us to accomplish the goals that have been set, and something that lessen the burden on the community.

Council member Frank Fernandez stated that he knows how hard everyone has worked on the petition and all the legwork that goes into it. He added that Council has listened and we need a new solution. He's glad to see citizens get involved; he asked that you stay involved. He noted that there are other issues facing the City that involves a lot more money and that are more deserving of your input.

Council member Kelly Turner stated that he would like to echo what's been said. Certainly we've heard the folks tonight, those on social media, and the 700 plus that signed that petition. He noted that there has not been an open dialogue because Council has not been able to respond in open session. He added now that we are able; I hope everyone can see that we hear you. He noted that Council didn't come to these rates in a 30-day period; we had consultants and a committee to research and present these rates. He agrees with Councilman Walker that we overreached, and we are aggressively looking at solving this. He added that we are glad to have you here; noting that often we only have three people in attendance. He wants everyone in the same boat rowing together; and if we can do that more consistently, we can work towards better ways to communicate. We want your input so we know what direction to move the community. He stated that Council will put Ordinance 589 on the agenda next month and we will look at the rates recommended by the Committee. In closing, he stated that he appreciates those who have taken time to have heart-felt conversations with Council.

Council member Liz Carrington stated that it's challenging when we don't get the input that we need. We've listened to groups and experts tell us that we need to fund the infrastructure, and even with these rates, that fund is still \$375,000 in the red. She added that the new water rate committee will have an open hearing, and residents will be able to give input. She stated that it's frustrating for Council because there are rules concerning the procedures of meetings; but they have to be followed. She knows that residents are frustrated that there is no feedback. She is proud of the Mayor for following those laws, because it hasn't always been that way in this city. Continuing, she added we are not always right, nor always experts; but when we need information we ask for it. We have a responsibility to keep the infrastructure healthy and alive; to look at this from an economic viewpoint. She noted that water is more valuable than any other commodity; you can't live for more than two days without it. Concluding, she stated that everyone on council loves this city, and cares about it and its residents. We've heard you, and we're working very hard to resolve this issue. We don't want you having to choose between medicine and water. She's sorry we've gotten to this state, but asked for time to fix it.

Mayor Brian Johnson stated that he agrees with a lot of what he's heard, and that in crisis there is often opportunity. One opportunity for the citizens is to sign up for a Board. If you don't like something, if you're going to complain, if you don't agree, or if you want to be part of the solution...sign up to serve on a Board, come and provide a different point of view. Mayor Johnson continued, noting several citizens he has spoken with and encouraged to serve on some type of board or committee; and examples of citizens that do not necessarily agree with how things are being handled. He stated that If you really want to know what's going on, please come out and join us. He added that he agreed with Liz that it was disappointing to see so many leave at the June meeting before the Parks Master Plan was presented. Citizens need to hear about this; it's important because it sets how we will be spending money for parks. He added that the City needs a broader base of ideas; we have a lot of issues coming up, and if you have

ideas, we need to hear them. Concluding, he stated that he will be happy to talk with anyone at any time. He appreciates all the input, and all the work that's been done. He requested that everyone stay involved even after the water rates are resolved; adding that the City's Strategic Plan is coming up. He provided his cell number for anyone who wanted to talk with him further, and encouraged everyone to sign up for agendas and newsletters on the city's website.

Mayor Johnson stated that Council will add the repeal of Ordinance 589 to the September agenda; and requested a motion on the petition.

Motion To deny the citizen's petition based on its incompatibility with the City Charter and upon advice of legal counsel. **Action** Deny, **Moved By** Charles Overstreet, **Seconded By** Michael Walker.

Motion passed Unanimously

F. Review and Consider Action to approve Ordinance No. 603, adopting the 2015 International Building Code, 2015 International Residential Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code with local amendments, 2015 International Energy Conservation Code, the 2015 International Fire Code with local amendments, and the 2014 National Electrical Code.

City Planner Rachel Roberts stated that we are currently operating under the 2006 version of most codes, which makes us a bit behind. She informed the Council that the codes are put out by a national organization, but cities have the option to adopt local amendments, which are more suitable for their community character. Staff is requesting to update the listed codes.

City Manager Bob Hart stated that the adoption of these codes has been pushed by the Council of Governments in this region. The local amendments are being done collectively by cities around the metroplex and you'll see this being done across the region within the coming months.

Rachel added that there are state mandates that require the City to adopt the International Energy Code by September 1st.

Motion To adopt Ordinance 603. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet.

Motion passed Unanimously

XIV. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 9:07 p.m.

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

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. 108 New Hope Road
2. 6727 Hudson Village Creek

B. The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. City Manager's Annual Evaluation

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

Mayor Johnson reconvened into open session at 10:49 p.m.
No action required.

XVI. ADJOURNMENT

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

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

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

I. Subject:

Consider approval of minutes from September 8, 2016 special meeting

II. Originated by:

III. Summary:

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	City Council Special Meeting Minutes - September 8, 2016	9-8-16.pdf
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KENNEDALE CITY COUNCIL
MINUTES
SPECIAL MEETING
September 8, 2016
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
SPECIAL SESSION - 7:00 PM

I. CALL TO ORDER

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

II. REGULAR SESSION

III. ROLL CALL

Present: Frank Fernandez, Brian Johnson , Charles Overstreet, Michael Walker

Absent: Kelly Turner, Liz Carrington

IV. DECISION ITEMS

A. Public hearing to receive input on the Fiscal Year 2016-2017 Proposed Budget.

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

City Manager Bob Hart provided a power point presentation. He stated that the budget is a means document from a policy governance perspective. He provided a review of the areas of focus for upcoming years, development challenges, and issues being addressed on multiple fronts. Additional review included property values, land use values, property taxes and exemptions. There was discussion regarding property taxes and exemptions, the effective tax rate, and the way the rollback provision works.

Bob informed every one of the upcoming meetings. The Water Rate Review Committee will meet on September 12th to receive citizen input and City Council will meet on September 19th to hold their regular meeting and to adopt the budget and tax rate.

Public Hearing:

Mayor Johnson opened the public hearing; there was no one signed up to speak. It was noted that this is a public hearing only, and there will be no specific action at this meeting. Mayor Johnson stated that it is Council's intent to adopt the budget and tax rate at the regular Council meeting scheduled for September 19, 2016.

Mayor Johnson closed the public hearing.

Motion To table the adoption of the FY2016-17 budget until the September 19, 2016 regular Council meeting. **Action** Table/Move, **Moved By** Charles Overstreet, **Seconded By** Michael

Walker.

Motion passed Unanimously

V. EXECUTIVE SESSION

Executive Session was not held.

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.

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. Purchase of right-of-way for the extension of Link Street at 5750 Kennedale Parkway

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

Executive Session was not held, no action was taken.

VII. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Charles Overstreet, **Seconded By** Frank Fernandez.

Motion passed Unanimously

The meeting was adjourned at 7:55 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

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

I. Subject:

Consider casting a ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

II. Originated by:

Bob Hart

III. Summary:

Please see the attached information.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	TML Intergovernmental Risk Pool Ballot	Ballot.pdf
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OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- ☐ **Mary Gauer** (Incumbent). Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.
- ☐ **Kyle J. Jung**. City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

WRITE IN CANDIDATE:

PLACE 7

- ☐ **Richard Jorgensen.** City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.
- ☐ **C.J. Wax** (Incumbent). Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

WRITE IN CANDIDATE:

PLACE 8

- ☐ **Jim Cox.** City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.

- ☐ **Andrea M. Gardner.** City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.

- ☐ **Larry Melton (Incumbent).** Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

WRITE IN CANDIDATE:

PLACE 9

- ☐ **Richard L. Davis.** City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.
- ☐ **Andres Garza (Incumbent).** City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.
- ☐ **Rick A. Schroder.** City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2016.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

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

I. Subject:

Consider approval of Library Memorandum of Understanding for a family place grant through the Texas State Library and Archives Commission (TSLAC)

II. Originated by:

III. Summary:

The Texas State Library and Archives Commission (TSLAC) has awarded the library a large grant for travel and training in November at the Family Place Institute in New York. We must execute a Memorandum of Understanding for \$6,000 in specific funding to implement the training provided by TSLAC. TSLAC also wants us to publicly credit them as follows: "The Kennedale Public Library Family Place Program is made possible in part by a grant from the Institute of Museum and Library Services to the Texas State Library and Archives Commission under the provisions of the Library Services and Technology Act (2017)."

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	TSLAC Memorandum of Understanding	TSLAC MOU 2016.tif
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Memorandum of Understanding
Between
Texas State Library and Archives Commission
And
Kennedale Public Library

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Texas State Library and Archives Commission (TSLAC) and the Kennedale Public Library, a participant in the Texas State Library and Archives Commission Family Place Libraries Project. This Project is made possible partially by a grant from the Institute of Museum and Library Services (IMLS) to the Texas State Library and Archives Commission under the provisions of the Library Services and Technology Act (2017).

Background

The Family Place Libraries Training Institute provides theoretical grounding and practical training in family-centered library services. By expanding the traditional role of children's services, the Family Place Libraries Project helps Project participants build on the knowledge that good health, early learning, parental involvement and supportive communities play a critical role in young children's growth and development. The Family Place Libraries Project provides training and resources to help participants redesign their library environment to: be more welcoming and appropriate for children beginning at birth; connect parents with the resources, programs and services offered at the library and other family service agencies; and, connect with non-traditional library users. The Project participants will be able to create the network families need to nurture their children's development during the critical first years of life, and help ensure the children have access to resources that will allow them to enter school ready and able to learn.

Purpose of this Memorandum of Understanding

The Texas State Library and Archives Commission funded the registration fees for two staff members from Kennedale Public Library to attend the Family Place Libraries training on November 14 – 17, 2016 at the Middle Country Public Library in Centereach, New York. The on-site training provides information and guidelines for establishing a specially-designed, welcoming space and learning environment within the children's area of the Library for young children and their caregivers. As a participant in the TSLAC-sponsored Family Place Libraries Project, TSLAC agrees to provide Kennedale Public Library a state-funded sub-grant in the amount of \$6,000 in order to establish a family space and learning environment in the children's area of the Library, as specified in the Family Place Libraries Project training. These grant funds may ONLY be used to purchase items for use specifically in the Family Place-designated space and learning environment. The Library may not use any of the grant funds for indirect costs.

The Library must expend all funds granted under this MOU in compliance with the standard State of Texas terms and conditions and according to guidelines provided by the Family Place Libraries Project.

Timeline

The Texas State Library and Archives Commission will advance \$6,000 to the Kennedale Public Library upon receipt of a fully executed Memorandum of Understanding. The MOU must be executed by an official of the library's governing authority authorized to enter into this agreement.

February 10, 2017 – The Library must encumber all grant funds.

March 24, 2017 – The Library must submit all Financial Forms to the Texas State Library and Archives Commission; documentation must include a list of invoices and amounts paid for each. The Library must attach copies of all paid invoices for all items purchased under the Project.

April 21, 2017 – The Library must return all unexpended funds or funds used for unallowable items to the Texas State Library and Archives Commission

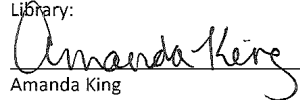
Authorized Signatures for Execution of Memorandum of Understanding

This Memorandum of Understanding shall become effective upon TSLAC's receipt of the executed document. The MOU is hereby executed by the below authorized official from the City of Kennedale. The MOU will remain in effect until all conditions outlined above have been met, unless modified or terminated earlier by mutual consent. This MOU may be modified by mutual consent of authorized officials from the Texas State Library and Archives Commission and the City of Kennedale.

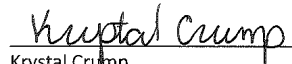
Contact Information:

Texas State Library and Archives Commission
Project Representative: Christine McNew
Position: Youth Services Consultant
Address: PO Box 12927, Austin, TX 78711-2927
Telephone: 512-463-4856
Fax: 512-936-2306
E-mail: cmcnew@tsl.texas.gov

Library:



Amanda King
Library Director
316 West 3rd Street, Kennedale, TX 76060
817-985-2136
Fax: 817-483-0660
aking@cityofkennedale.com



Krystal Crump
Finance Director
405 Municipal Drive
817-985-2110
kcrump@cityofkennedale.com

TINS# 17560030706

Funds will be paid by electronic transfer

Questions about TINS# or direct deposit: contact Arturo Villarreal, Grants Accountant, 512-463-5512, email avillarreal@tsl.texas.gov.

Authorized Signatures:

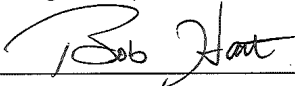
Texas State Library and Archives Commission:

Signature: _____ Date: _____

Name: Donna Osborne

Title: Chief Operations and Fiscal Officer

Library Governing Authority:

Signature:  _____ Date: 09/01/2016

Name: Bob Hart

Title: City Manager

Appendix A
Texas State Library and Archives Commission
Terms and Conditions

All of the following terms and conditions are hereby made part of this Memorandum of Understanding (Agreement) with the Texas State Library and Archives Commission (TSLAC) by reference. Submitting a Response with a false statement is a material breach of contract and shall void the submitted Response or any resulting agreements, and the Library/Legal Entity may be prohibited from receiving future grant awards.

Agreements awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. The federal or state courts of the United State located in Texas shall have jurisdiction to hear any dispute under potential contracts and serviced may be made upon TSLAC by first class mail to its address as set forth herein.

In the events of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed TSLAC Agreement, TSLAC Terms and Conditions, Attachments to the Agreement, other Program documents executed by Library/Legal Entity.

1. **Notices.** Unless specifically noted elsewhere in this Agreement, any written notices required under this Agreement will be either hand delivered to Library/Legal Entity's office address specified on the signature page of this Agreement or to TSLAC's Purchasing Department, 1201 Brazos Street, Room 309, Austin, Texas 78701, or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address by written notification to the other party.
2. **Debarred Entity List.** Library/Legal Entity represents and warrants that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local government entity and that Library/Legal Entity is in compliance with the State statutes and rules relating to procurement and that Library/Legal Entity or its subcontractors are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
3. **Duty to Disclose.** If circumstances change or additional information is obtained regarding any of the representations and warranties, or any other disclosure statements, provided by Library/Legal Entity subsequent to the date of this Agreement, Library/Legal Entity's duty to disclose continues through the term of this Agreement.
4. **Sales and Use Tax.** The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Library/Legal Entity may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.
5. **Observance of TSLAC Rules and Regulations.** Library/Legal Entity agrees that at all times its employees will observe and comply with all regulations when accessing the TSLAC facilities, including, but not limited to, parking and security regulations.
6. **Non-Appropriation of Funds.** The State funds are contingent on the availability of lawful appropriates by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Agreement; the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.
7. **No Other Benefits.** Library/Legal Entity shall have no exclusive rights or benefits other than those set forth herein.
8. **Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying.** Library/Legal Entity represents and warrants that TSLAC's payment to Library/Legal Entity and Library/Legal Entity's receipt of appropriated or other funds under this any resulting Agreement are prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
9. **Public Information Act.** Information, documentation, and other material in connection with this RFP or Agreement may be subject to public disclosure pursuant to Chapter 552.021 of the Texas Government Code (the "Public Information Act"). Any part of a submitted Response that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Library/Legal Entity.
10. **Confidentiality and Open Records.** Library/Legal Entity shall take all necessary and appropriate action to safeguard all sensitive data and other confidential information from unauthorized disclosure. Whenever the transmission of confidential information is necessary, Library/Legal Entity shall transmit the information electronically, and such electronic transmission shall be secure and the data encrypted, at a minimum, using 128 AES encryption to protect it from unauthorized disclosure.

Appendix A
Texas State Library and Archives Commission
Terms and Conditions

Notwithstanding any provisions of this Agreement to the contrary, Library/Legal Entity understands that TSLAC will comply with the Texas Public Information Act as interpreted by judicial opinions and opinions of the State's Attorney General. Within three (3) days of receipt, Library/Legal Entity shall refer to TSLAC any third party requests received directly by Library/Legal Entity for information to which Library/Legal Entity has access as a result of or in the course of performance under this Agreement. Library/Legal Entity is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

11. **Antitrust.** Library/Legal Entity represents that neither the Library/Legal Entity nor the company, corporation, partnership, or institution represented by the Library/Legal Entity, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal to any other person engaged in such line of business.
12. **No Conflicts.** Library/Legal Entity represents and warrants that Library/Legal Entity has no actual or potential conflicts of interest in providing services to TSLAC under this Agreement and that Library/Legal Entity's provision of services under this Agreement would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Agreement, and other prohibited work provisions of this Agreement, Library/Legal Entity shall, throughout the term of this Agreement, comply with and provide all of the following to TSLAC, upon request: a copy of Library/Legal Entity's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclosure and detailed description of Library/Legal Entity's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclosure and detailed description of any emerging irregularities, if any, that could materially affect TSLAC's interests; and disclosure and detailed description of how Library/Legal Entity determines whether Library/Legal Entity's outside auditors provide consulting or other services to Library/Legal Entity or Library/Legal Entity's clients or to TSLAC.
13. **Specifications.**
The State will not be bound by any oral statement or representation contrary to the written specifications.
14. **Delivery.**
 - a) Delivery shall be made during normal working hours (8am-5pm, CT), unless prior approval has been obtained from the TSLAC.
 - b) No substitutions permitted without written approval of the TSLAC's Purchasing Dept.
 - c) If delay is foreseen, Library/Legal Entity shall give written notice to the TSLAC. Library/Legal Entity must keep the TSLAC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Library/Legal Entity.
15. **Permits, Licenses.** Library/Legal Entity represents and warrants that it has obtained all necessary permits, licenses, easements, waivers, and permissions of whatsoever kind required for its performance and the performance of its subcontractors under this Agreement.
16. **Agreement Fulfillment.** If federal or state laws or regulations or other federal or state requirements are amended and judicially interpreted so that either party cannot reasonably fulfill this Agreement, and if the parties cannot agree to an amendment that would enable substantial continuation of the Agreement, the parties shall be discharged from any further obligations under this Agreement.
17. **Control; Ownership; Legal Proceedings.** Library/Legal Entity shall immediately notify TSLAC in writing of any actual or anticipated change in the control or ownership of Library/Legal Entity and of any legal or administrative investigations or proceedings initiated against Library/Legal Entity regardless of the jurisdiction from which such proceedings originate.
18. **Time Limits.** Time is of the essence in the performance of this Agreement. Library/Legal Entity shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Agreement.
19. **Inspection and Tests.** All goods will be subject to inspection and test by the State. Authorized TSLAC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the Response or on samples taken from regular shipments. All costs shall be borne by the Library/Legal Entity in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Library/Legal Entity or held for

Appendix A
Texas State Library and Archives Commission
Terms and Conditions

disposition at Library/Legal Entity's expense. Latent defects may result in revocation of award.

20. **Payment.** Payment shall be made in accordance with Texas Prompt Payment Act, Chapter 2251 of Texas Government Code. TSLAC shall not pay any amounts for any purpose to Library/Legal Entity or any entity, except as expressly provided in the Agreement. TSLAC reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. TSLAC also reserves the right to refuse payments for invoices that exceed the rates specified in the Agreement.
21. **Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, as further described herein, by TSLAC and the Library/Legal Entity to attempt to resolve all disputes arising under this Agreement. Library/Legal Entity claims for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Library/Legal Entity shall submit written notice, as required by subchapter B, to the Chief Financial Officer or the designate. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Library/Legal Entity and the TSLAC otherwise entitled to notice under the parties' Agreement. Compliance by Library/Legal Entity with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Library/Legal Entity's sole and exclusive process for seeking a remedy for any and all alleged breaches of Agreement by TSLAC if the parties are unable to resolve their disputes under this Section. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TSLAC nor any other conduct of any representative of TSLAC relating to this Agreement shall be considered a waiver of sovereign immunity to suit. The submission, processing and resolution of Library/Legal Entity's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Library/Legal Entity, in whole or in part.
22. **Gifts.** The Library/Legal Entity has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response or Agreement.
23. **Compensation.** Pursuant to Chapter 2155.004 of the Texas Government Code, the Library/Legal Entity has not received compensation for participation in the preparation of the specifications for this RFP or Agreement.
24. **Certification Regarding Non-Payment of Child Support.** Pursuant to Section 231.006 (d), Family Code, re: child support, the Library/Legal Entity certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
25. **Eligibility.** Under Chapter 2155.004 of the Texas Government Code, the Library/Legal Entity certifies that the individual or business entity named in this Response or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. Library/Legal Entity represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State.
26. **Liability for Taxes.** Library/Legal Entity represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, state, or local income, sales or excise taxes of Library/Legal Entity or its employees. TSLAC shall not be liable for any such taxes resulting from this Agreement.
27. **HUBs.** Library/Legal Entity represents and warrants that it shall comply with the Historically Underutilized Business requirements of this Agreement.
28. **Indemnification.** **Library/Legal Entities that are county governments are exempted from this Paragraph 28.** Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors in

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the execution or performance of the Agreement and any Purchase Orders issued under the Agreement. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

29. **Debt.** Library/Legal Entity agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Library/Legal Entity shall comply with rules adopted by TSLAC under Sections 403.055, 403.0551, 2252.903 of the Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State.
30. **Executive Head of a State Agency.** Pursuant to §669.003, Government Code, the TSLAC may not enter into a Agreement with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Proposal, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.
31. **State Auditor's Clause.** Library/Legal Entity understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Library/Legal Entity further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Library/Legal Entity will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Library/Legal Entity and the requirement to cooperate is included in any subcontract it awards.
32. **Infringements.**
- a) Library/Legal Entity shall indemnify and hold harmless TSLAC and the State of Texas, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, trade and service marks, copyrights, trade secrets or other proprietary rights, and any other intellectual or intangible property rights in connection with the PERFORMANCE OR ACTIONS OF LIBRARY/LEGAL ENTITY PURSUANT TO THIS AGREEMENT. LIBRARY/LEGAL ENTITY AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. LIBRARY/LEGAL ENTITY SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY LIBRARY/LEGAL ENTITY WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND LIBRARY/LEGAL ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
 - b) Library/Legal Entity shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Library/Legal Entity's written approval, (iii) any modifications made to the product by the Library/Legal Entity pursuant to TSLAC's specific instructions, (iv) any intellectual property right owned by or licensed to TSLAC, or (v) any use of the product or service by TSLAC that is not in conformity with the terms of any applicable license agreement.
 - c) If Library/Legal Entity becomes aware of an actual or potential claim, or TSLAC provides the Library/Legal Entity with notice of an actual or potential claim, Library/Legal Entity may (or in the case of an injunction against TSLAC, shall) at Library/Legal Entity's sole option and expense; (i) procure for the Library/Legal Entity the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSLAC's use is non-infringing.
33. **Patents and Copyrights.** Library/Legal Entity shall defend and indemnify TSLAC and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from TSLAC's or Library/Legal Entity's use of or acquisition of any services or other items provided to TSLAC by Library/Legal Entity or otherwise to which TSLAC has access as a result of Library/Legal Entity's performance under this Agreement, provided that TSLAC notify Library/Legal Entity of any such claim within a five (5) working days time of TSLAC's receiving notice of any such claim. If Library/Legal Entity is notified of any claim subject to this Section, Library/Legal Entity shall notify TSLAC of such claim within five (5) working days of such notice. If TSLAC determines that a conflict exists between its interests and those of Library/Legal Entity or if TSLAC is required by applicable law to select separate counsel, TSLAC shall be permitted to select separate counsel, and the actual costs TSLAC's counsel shall be paid by Library/Legal Entity. No settlement of any such claim shall be made by Library/Legal Entity without TSLAC's prior written approval.

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Library/Legal Entity shall reimburse TSLAC and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs arising from any such claim. Library/Legal Entity represents that it has determined what licenses, patents and permits are required under this Agreement and has acquired all such licenses, patents and claims.

34. **Library/Legal Entity Assignments.** Library/Legal Entity hereby assigns an awarding agency any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq (1967).
35. **Default.** If the Library/Legal Entity fails to provide the goods or services contracted for according to the provisions of the Agreement, or fails to comply with any of the terms and conditions of the Agreement, the TSLAC may, upon written notice of default to the Library/Legal Entity, immediately terminate all or any part of the Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Agreement.
- TSLAC may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Agreement, or to recover damages for the breach of any amendment being derived from the Agreement. The exercise of any of the foregoing remedies will not constitute a termination of the Agreement unless the TSLAC notifies the Library/Legal Entity in writing prior to the exercise of such remedy. The Library/Legal Entity shall remain liable for all covenants and indemnities under the Agreement. The Library/Legal Entity shall be liable for all costs and expenses, including court costs, incurred by the TSLAC with respect to the enforcement of any of the remedies listed herein.
36. **Cancellation.** The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Library/Legal Entity from any obligation or liability that may have been incurred or will be incurred pursuant to this Agreement, and such cancellation by TSLAC shall not limit any other right or remedy available to the TSLAC at law or in equity.
37. **Agreement Amendments.** No modification or amendment to the Agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Agreement must be forwarded to the TSLAC Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department or his/her designee will be authorized to sign changes or amendments.
38. **Independent Library/Legal Entity Status.** Library/Legal Entity agrees that Library/Legal Entity and Library/Legal Entity's employees and agents have no employer-employee relationship with TSLAC. TSLAC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation insurance payments, or any other insurance payments, nor will TSLAC furnish any medical or retirement benefits, any paid vacation or sick leave.
39. **Publicity.** Library/Legal Entity agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.
40. **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
41. **No Waiver.** Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TSLAC does not waive any privileges, rights, defenses, or immunities available to TSLAC by entering into this Agreement or by its conduct prior to or subsequent to entering into this agreement.
42. **Property Rights.** For purposes of this Agreement, the term "work" is defined as all reports, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the Agreement. The TSLAC and Library/Legal Entity intend this Agreement to be a contract for services, and each considers the work and any and all documentation or other products and results of the services to be rendered by Library/Legal Entity to be a work made for hire. By execution of an Agreement for these services, Library/Legal Entity acknowledges and agrees that the work (and

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all rights therein) belongs to and shall be the sole and exclusive property of the TSLAC.

If, for any reason, the work would not be considered a work-for-hire under applicable law, Library/Legal Entity does hereby sell, assign, and transfer to the TSLAC, its successors and assigns, the entire right, title and interest in and to the copyright of the work and any registrations and copyright applications relating thereto, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Library/Legal Entity agrees to execute all papers and to perform such other property rights as the TSLAC may deem necessary to secure for TSLAC or its designee the rights herein assigned.

Copyrightable material made by the Library/Legal Entity for TSLAC shall be considered work-made-for-hire for TSLAC within the meaning of the copyright laws. Library/Legal Entity shall assign all rights, title and interest in such copyrightable materials to TSLAC. Should this work product prove to be patentable, Library/Legal Entity will assign all patent rights to TSLAC upon request. TSLAC shall have the right, at its discretion, to keep such work product as a trade secret.

Library/Legal Entity and Library/Legal Entity's employees shall have no rights of ownership of the Work and any documentation or other products and results of the services or any other property of TSLAC. Any property or Work not specifically scheduled in this Agreement as property of Library/Legal Entity shall constitute property of TSLAC.

In addition to compliance with the right to examination provisions of the Agreement, Library/Legal Entity must deliver to TSLAC, no later than the forty-eight (48) hours after receipt of TSLAC's written request for same, all completed or partially completed Work and any and all documentation or other products and results of the Services under such Agreement. Library/Legal Entity's failure to timely deliver such Work or any documentation or other products and results of the Services will be considered a material breach of the Agreement. With the prior written approval of TSLAC, this forty-eight (48) hour period may be extended for delivery of certain completed or partially completed Work or other such information, if such extension is in the best interest of the State of Texas or TSLAC. If Library/Legal Entity fails to deliver such Work within forty-eight (48) hours after receipt of written request for same, TSLAC may withhold all payments to Library/Legal Entity, may withhold all authorization for payment of previously approved and future invoices, may impose liquidated damages of \$1000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. During the transition from any successor of the Library/Legal Entity, TSLAC may impose liquidated damages of \$2000 rather than \$1000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. These liquidated damages are in addition to other remedies and rights that are applicable or available to TSLAC for such failure or delay under this Agreement.

43. **Acceptance of Products and Services.** All products furnished and all services performed under this Agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this Agreement. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
44. **Deceptive Trade Practices Act (DTPA).** Library/Legal Entity represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Library/Legal Entity has not been found to be guilty of such practices in such proceedings. Library/Legal Entity certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.
45. **Immigration.** Library/Legal Entity represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 ("Immigration Act"), and the Illegal Reform and Immigrant Responsibility Act of 1996 ("IRIRA") regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Agreement. Library/Legal Entity also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year and permanent bars to entrance into the United States.
46. **Criminal Conviction Certification.** The Library/Legal Entity represents and warrants that Library/Legal Entity has not and Library/Legal Entity's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Library/Legal Entity has fully advised TSLAC as to the facts and circumstances surrounding the conviction. Library/Legal Entity has a continuing duty to amend, supplement or correct this representation and warranty not later than ten (10) days after discovering additional information relating to felony criminal convictions of Library/Legal Entity or any of its employees. Library/Legal Entity shall not allow any employee convicted of a felony criminal offense to perform tasks related to the Agreement without such disclosure and express permission from TSLAC.

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47. **Subcontracting.** It is contemplated by the parties hereto that the Library/Legal Entity shall conduct the performances provided by this Agreement substantially with its own resources and through the services of its own staff. In the event the Library/Legal Entity should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Library/Legal Entity shall subcontract for such performances only after the Library/Legal Entity has transmitted to TSLAC a true copy of the subcontract the Library/Legal Entity proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Library/Legal Entity, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Library/Legal Entity. In no event shall this provision relieve the Library/Legal Entity of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this Agreement.
48. **Assignment.** The Library/Legal Entity will not assign its rights under this Agreement or delegate the performance of its duties under this Agreement without prior written approval from TSLAC.
49. **Accessibility.** TSLAC is required to follow Texas Administrative Code, Title 1, Part 10, Chapter 206, Accessibility and Usability of State Web Sites, Texas Administrative Code, Title 1, Part 10, Chapter 213, and the Federal Section 508, Accessibility Standards.
50. **Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Chapter 2155.003 of the Texas Government Code. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any matter be connected with a contract or RFP for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
51. **Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not accept Responses, nor award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.
52. **Equal Opportunity.** Library/Legal Entity represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of awards.
53. **Drug Free Workplace.** The Library/Legal Entity shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Library/Legal Entity shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
54. **Force Majeure.** Neither Library/Legal Entity nor TSLAC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any award resulting from a RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
55. **Termination.** Library/Legal Entity shall have the right to terminate Agreements awarded from this Agreement upon a material breach of its terms by TSLAC, which are not cured within thirty (30) days of written notice. If Library/Legal Entity (a) terminates or suspends its business (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute or (c) becomes or subject to direct control by a trustee, receiver, or similar authority, TSLAC may, in addition to its other legal rights and remedies, terminate this Agreement on seven (7) days notice to Library/Legal Entity. Upon such termination, Library/Legal Entity will offer TSLAC a prorated refund or subscription fee.

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In the event that the Agreement is terminated for any reason, or upon its expiration, the TSLAC shall retain ownership of all associated work products and documentation obtained from the Library/Legal Entity under the Agreement.

56. **Termination for Convenience.** TSLAC reserves the right, in its sole discretion, to terminate the Agreement on thirty (30) days written notice to the Library/Legal Entity. TSLAC also reserves the right, in its sole discretion, to terminate the Agreement immediately, with written notice to the Library/Legal Entity, if it is in the best interests of TSLAC or the State.
57. **Termination Remedies.** Upon an Event of Default, TSLAC, without limiting any other rights or remedies it may have by law, equity, or under this Agreement, will have the right to institute an action for actual damages and/or injunctive relief and/or to terminate the Agreement immediately. TSLAC's termination of this Agreement shall not limit or waive any remedies TSLAC may have for breach by Library/Legal Entity of its past, present, or future duties and obligations created by this Agreement or otherwise required by applicable law.

All remedies available to TSLAC for breach or anticipatory breach of this Agreement by Library/Legal Entity are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

58. **Survival of Terms.** Termination of this Agreement for any reason shall not release the Library/Legal Entity from any liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
59. **Supporting Documents; Right to Audit; Independent Audits.** Library/Legal Entity shall maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable TSLAC and State of Texas requirements. Library/Legal Entity shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Library/Legal Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TSLAC, State of Texas or their authorized representatives. Library/Legal Entity shall cooperate with auditors and other authorized TSLAC and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TSLAC or the State of Texas. By example, and not as an exclusion to other breaches or failures, Library/Legal Entity's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TSLAC to immediately assess liquidated damages as described in Section 29 of Appendix C for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFP. TSLAC may require, at Library/Legal Entity's sole cost and expense, independent audits by a qualified certified public accounting firm of Library/Legal Entity's books and records or the State's property. The independent auditing shall provide TSLAC with a copy of such audit at the same time it is provided to Library/Legal Entity. TSLAC retains the right to issue the request for Statement of Qualifications for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of Library/Legal Entity or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Library/Legal Entity or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Library/Legal Entity or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by TSLAC to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) Library/Legal Entity understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) Library/Legal Entity further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) Library/Legal Entity shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Library/Legal Entity and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Library/Legal Entity relating to this Agreement.

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60. **Limitation on Authority; No Other Obligations.** Library/Legal Entity shall have no authority to act for or on behalf of TSLAC or the State of Texas except as expressly provided for in the Agreement; no other authority, power or use is granted or implied. Library/Legal Entity may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TSLAC.
61. **Records Retention.** Library/Legal Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Agreement funds were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Library/Legal Entity shall maintain all such documents and other records relating to this Agreement and the State's property until December 31, 2021.
62. **Insurance & Other Security. Self-insured Libraries/Legal Entities are exempt from this Paragraph 62.** Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC with current written certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage:
- a) Standard Workers Compensation Insurance covering all personnel who will provide services under the Agreement;
 - b) Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.
 - c) Professional Liability Insurance: \$500,000 minimum each occurrence limit; \$1,000,000 minimum aggregate limit.

Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with 'A' rating from Best, and authorized to provide the corresponding coverage. Vendor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TSLAC. Vendor represents and warrants that it shall maintain the above insurance coverage during the term of the Agreement, and shall provide TSLAC with an executed copy of the policies immediately upon request.

63. **Workers' Compensation Insurance Coverage. Self-insured Libraries/Legal Entities are exempt from this Paragraph 63**

- a) Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the Agreement.
- d) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of

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coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j) By signing this Agreement or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k) The contractor's failure to comply with any of these provisions is a breach of Agreement by the contractor which entitles the governmental entity to declare the Agreement void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- l) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSLAC AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- m) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS TSLAC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS'

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FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE TSLAC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 64. Workers Compensation & Employers Liability. Self-insured Libraries/Legal Entities are exempt from this Paragraph 64.** Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC with current certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage: must maintain Workers' Compensation insurance coverage in accordance with statutory limits as follows:

- a) Standard Workers Compensation Insurance covering all personnel who will provide services under the Agreement
- b) Commercial General Liability Insurance, Occurrence based:
 - Bodily injury and Property Damage
 - Each Occurrence limit: \$1,000,000
 - Aggregate limit: \$2,000,000
 - Medical Expense each person: \$5,000
 - Personal Injury & Advertising Liability: \$1,000,000
 - Products/Completed Operations Aggregate Limit: \$2,000,000
 - Damage to Premise Rented to You: \$50,000
- c) Professional Liability Insurance: \$500,000 minimum each occurrence limit; \$1,000,000 minimum aggregate limit
- d) Employers Liability: Each Accident \$1,000,000
- e) Disease – Each Employee: \$1,000,000
- f) Disease – Policy Limit: \$1,000,000

Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with 'A' rating from Best, and authorized to provide the corresponding coverage. Vendor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TSLAC. Vendor represents and warrants that it shall maintain the above insurance coverage during the term of the Agreement, and shall provide TSLAC with an executed copy of the policies immediately upon request.

- 65. Vendor Responsibility for Damage to Government Property.** The Library/Legal Entity shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Library/Legal Entity an its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Agreement. The Library/Legal Entity shall notify the TSLAC Project Manager in writing of any such damage within one (1) calendar day.

- 66. Library/Legal Entity Performance.** The TSLAC may monitor the performance of the Agreement issued under this RFP. All services and goods under the Agreement shall be performed at an acceptable service levels and in a manner consistent with acceptable industry standards, custom, and practice. The Library/Legal Entity will receive a paper copy of this report, as well as an e-mailed copy. The TSLAC will provide a sample of the Library/Legal Entity Performance Report upon request.

- 67. Change Management.** Library/Legal Entity shall assign only qualified personnel to this Agreement. Library/Legal Entity, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Library/Legal Entity shall provide to TSLAC prior written notice of any proposed change in key personnel involved in providing services under this Agreement. Subcontractors providing services under the Agreement shall meet the same requirements and level of experience as required of the Library/Legal Entity. No subcontract under the Agreement shall relieve the Library/Legal Entity of responsibility for ensuring the requested services are provided. If Library/Legal Entity uses a subcontractor for any or all of the work required, the following conditions shall apply: a) Library/Legal Entity's planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors. b) Subcontracting shall be solely at Library/Legal Entity's expense. c) TSLAC retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors. d) Library/Legal Entity shall be the sole contact for TSLAC. Library/Legal Entity shall list a designated point of contact for all TSLAC inquiries.

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68. **Federal, State, and Local Requirements.** Library/Legal Entity shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Library/Legal Entity is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Library/Legal Entity shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Library/Legal Entity or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Library/Legal Entity shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Library/Legal Entity's omission or breach of this Section.
69. **Applicable Law & Conforming Amendments.** Library/Legal Entity must comply with all laws, regulations, requirements and guidelines applicable to a Library/Legal Entity providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. TSLAC reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TSLAC or Library/Legal Entity's compliance with all applicable State and federal laws, and regulations.
- This Agreement may be amended only upon written amendments between TSLAC and Library/Legal Entity; however, this Agreement may not be amended so as to make it conflict with the laws of the State. TSLAC may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Agreement provided such Purchase Order Change Notices reference the Agreement.
70. **No Liability Upon Termination.** If this Agreement is terminated for any reason, TSLAC and the State of Texas shall not be liable to Library/Legal Entity for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Library/Legal Entity may be entitled to the remedies provided in Government Code, Chapter 2260. Library/Legal Entity or Library/Legal Entity's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under any Agreement resulting from this RFP. Library/Legal Entity or Library/Legal Entity's employees, representatives, agents and any subcontractors shall not be employees of TSLAC. Should Library/Legal Entity subcontract any of the services required in this RFP, Library/Legal Entity expressly understands and acknowledges that in entering into such subcontract(s), TSLAC is in no manner liable to any subcontractor(s) of Library/Legal Entity. In no event shall this provision relieve Library/Legal Entity of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.
71. **Independent Library/Legal Entity.** Library/Legal Entity or Library/Legal Entity's employees, representatives, agents, and any subcontractors shall serve as an independent contracting in providing services under any PO. Library/Legal Entity or Library/Legal Entity's employees, representatives, agents and any subcontractors shall not be employees of the TSLAC. Should Library/Legal Entity subcontract any of the services required, Library/Legal Entity expressly understands and acknowledges that in entering into such subcontract(s), the TSLAC is in no manner liable to any subcontractor(s) of Library/Legal Entity. In no event shall this provision relieve the Library/Legal Entity of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the specifications.
72. **Buy Texas.** Library/Legal Entity represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
73. **Texas Bidder.** Library/Legal Entity represents and warrants that if a Texas address is shown as the address of Library/Legal Entity, then Library/Legal Entity qualifies as a Resident Bidder as defined by Section 2155.444 of the Texas Government Code.
74. **Environmental Protection.** The Library/Legal Entity shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).
75. **TSLAC Anti-Fraud Policy.** Library/Legal Entity represents and warrants that it has read and understood and shall comply with the Comptroller of Public Account's Anti-Fraud Policy located on the Comptroller's website at <http://www.window.texas.gov/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of this Agreement.
76. **Electronic and Information Resources Accessibility Standards.** As Required by 1 Texas Administrative Code Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility

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requirements for Electronic and Information Resources specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Library/Legal Entity shall provide TSLAC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Library/Legal Entity not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TSLAC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

77. **Provision for Direct Deposit.** The electronic funds transfer ("EFT") provisions of Texas law were codified in Section 403.016 of the Texas Government Code. Depending on eligibility under the law, certain payments from the State may be directly deposited into Library/Legal Entity's bank account or may be made by warrant. If Library/Legal Entity is eligible for direct deposit and wishes to be paid by direct deposit, Library/Legal Entity must complete the form titled "Library/Legal Entity Direct Deposit Authorization" and return it as soon as possible to: Texas State Library & Archives Commission, Attention: Accounting, PO Box 12516 Austin, Texas 78711.
78. **Disclosure of Security Breach.** Library/Legal Entity shall provide notice to the Purchasing Department, Purchasing Manager at (512) 936-2774 or purchasing@tsl.texas.gov within twenty-four (24) hours of Library/Legal Entity's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential TSLAC information ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Library/Legal Entity shall provide a written report to TSLAC's Purchasing Manager detailing the circumstances of the incident, which includes at a minimum:
- a) A description of the nature of the Security Incident;
 - b) The type of TSLAC information involved;
 - c) Who may have obtained TSLAC information;
 - d) What steps Library/Legal Entity has taken or will take to investigate the Security Incident;
 - e) What steps Library/Legal Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - f) A point of contact for additional information.

Each day thereafter until the investigation is complete, Library/Legal Entity shall provide TSLAC's Purchasing Manager with a written report regarding the status of the investigation and the following additional information as it becomes available:

- a) Who is known or suspected to have gained unauthorized access to TSLAC information;
- b) Whether there is any knowledge if TSLAC information has been abused or compromised;
- c) What additional steps Library/Legal Entity has taken or will take to investigate the Security Incident;
- d) What steps Library/Legal Entity has taken or will take to mitigate any negative effect of the Security Incident; and
- e) What corrective action Library/Legal Entity has taken or will take to prevent future similar unauthorized use or disclosure.

Library/Legal Entity shall confer with TSLAC's Purchasing Manager regarding the proper course of the investigation and risk mitigation. TSLAC reserves the right to conduct an independent investigation of any Security Incident, and should TSLAC choose to do so, Library/Legal Entity shall cooperate fully by making resources, personnel, and systems access available to TSLAC and TSLAC's authorized representative(s). Subject to review and approval of TSLAC, Library/Legal Entity, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TSLAC, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TSLAC by Library/Legal Entity. If Library/Legal Entity does not reimburse such costs within thirty (30) days of TSLAC's written request, then TSLAC shall have the right to collect such costs.

79. **Information Security Requirements.**
- a) Library/Legal Entity shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security pertaining to TSLAC confidential information.
 - b) Access to sensitive or confidential TSLAC information. Library/Legal Entity represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard sensitive or confidential TSLAC information and to protect it from unauthorized disclosure. If communications with Library/Legal Entity necessitate the release of confidential TSLAC information, the Confidential Treatment of Information Acknowledgement form (CTIA) must be signed by each individual who will require access to or may be exposed to that information. Library/Legal Entity shall access TSLAC's systems and sensitive or confidential TSLAC information only for the purposes for which it is

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authorized.

Library/Legal Entity shall ensure that any sensitive or confidential TSLAC information in the custody of Library/Legal Entity is properly sanitized or destroyed when the information is no longer required to be retained by TSLAC or Library/Legal Entity in accordance with this Agreement. Electronic media used for storing any confidential TSLAC information must be sanitized by clearing, purging or destroying in accordance with NIST Special Publication 800-88 Guidelines for Media Sanitization. Library/Legal Entity must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- 1) Date and time of sanitization/destruction,
 - 2) Description of the item(s) and serial number(s) if applicable,
 - 3) Inventory number(s), and
 - 4) Procedures and tools used for sanitization/destruction.
- No later than sixty (60) days from Agreement expiration or termination or as otherwise specified in this Agreement.

Library/Legal Entity must complete the sanitization and destruction of the data and provide to TSLAC all sanitization documentation.

Library/Legal Entity shall not access, process, store or transmit IRS Federal Taxpayer Information unless expressly authorized by this Agreement. Library/Legal Entity shall comply with IRS Publication 1075 requirements if it accesses, processes, stores, or transmits IRS Federal Taxpayer Information.

- c) Access to Internal TSLAC Network and Systems. As a condition of gaining remote access to any internal TSLAC network and systems, Library/Legal Entity must comply with TSLAC's policies and procedures. TSLAC's remote access request procedures will require Library/Legal Entity to submit a Remote Access Request form for TSLAC's review and approval. Remote access technologies provided by Library/Legal Entity must be approved by TSLAC's Information Security Officer. Individuals shall not access internal TSLAC network and systems from outside the United States. Individuals who are provided with access to TSLAC network or systems will be required to participate in TSLAC's Security Awareness Training on an annual basis. The State and TSLAC's Fiscal Year begins on September 1 and ends on August 31. Library/Legal Entity shall maintain records of all individuals who have completed TSLAC-required training for the duration of the individual's employment with Library/Legal Entity, plus five years. Upon TSLAC's written request, Library/Legal Entity shall provide copies of the certificates of completion for TSLAC's Security Awareness Training. On November 1st of each year, Library/Legal Entity shall submit a list to TSLAC which identifies all individuals who have current access to TSLAC network or systems as well as the most recent training completion date for each individual. TSLAC, in its sole discretion, may deny network or system access to any individual that does not complete TSLAC-required training within thirty (30) calendar days following the date of TSLAC's grant of access under this Agreement.
 - d) TSLAC reserves the right to audit the security measures in effect on Library/Legal Entity's connected systems without prior warning. Library/Legal Entity must secure its own connected systems in a manner consistent with an auditable information security framework. TSLAC's audit can consist of a review of third party audit results of Library/Legal Entity's security measures (e.g., SSAE-16 Type II, ISO 27002 assessment). TSLAC also reserves the right to immediately terminate network and system connections not meeting such requirements.
 - e) TSLAC data shall not be accessed from, stored at or transported to locations outside of the United States.
 - f) Where applicable, encryption shall conform to or exceed Federal Information Processing Standard (FIPS) 140-2:
 - 1) Backup media containing TSLAC data shall be encrypted at all times.
 - 2) Transmission of TSLAC data across public networks shall be protected by encryption methods such as Virtual Private Network ("VPN"), Secure Shell File Transfer Protocol ("SFTPS"), or File Transfer Protocol over SSL/TLS ("FTPS").
 - g) If Library/Legal Entity is a software manufacturer, then Library/Legal Entity represents and warrants that it has implemented processes for the protection, detection, remediation, mitigation and timely customer notification of software vulnerabilities associated with its software provided under this Agreement.
- 80. Transition.** Upon termination of the Agreement for any reason, Library/Legal Entity shall, in good faith and with reasonable cooperation, aid in the transition to any new agreement and provider. In accordance with this Agreement, Library/Legal Entity shall deliver to TSLAC all completed, or partially completed work and any and all documentation or other products and results of these services.

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: September 19, 2016

Agenda Item No: REQUIRED APPROVAL ITEMS (F)

I. SUBJECT

CASE # PZ 16-09 To consider approval regarding a request by CHC Development for a final plat of the Glen of Village Creek (formerly Swiney Estates, plat abandoned by instrument numbers D214210746 and D216057891, PRTC) for approximately 15.982 acres located on Bowman Springs Rd, generally located south of Swiney Estates Block 1 Lot 4R, west of Bowman Springs Rd, north of Winding Creek Rd, and east of 1141 Bowman Springs Rd. The plat will create 35 residential lots and 3 open space parcels. Property addresses include 1201, 1305, & 1307 Bowman Springs Rd.

II. SUMMARY

BACKGROUND AND OVERVIEW

Request	Final plat
Applicant	CHC Development
Location	Bowman Springs Rd across from Southwest Nature Preserve
Surrounding Uses	single family residential; park/open space; floodplain; golf driving range
Surrounding Zoning	Agricultural; R-3 single family residential
Future Land Use Plan Designation	Neighborhood
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

The Planning & Zoning Commission approved a preliminary plat for the property in June.

The property is currently vacant (the house that was onsite has been demolished).

SURROUNDING PROPERTIES & NEIGHBORHOOD

SURROUNDING ZONING CLASSIFICATIONS

The properties immediately surrounding this one within Kennedale are zoned Agricultural. The Winding Creek neighborhood (across Bowman Springs) is zoned R-3 single family residential, and to the north

near the I-20 frontage road are a few properties with C-2 general commercial zoning. The property across the street in Arlington is used for open space.

SURROUNDING LAND USES

This property is located near the Kennedale city limits along Bowman Springs and is adjacent to a large floodplain tract that will be dedicated to the city for park land as part of the plat. Across Bowman Springs to the east are open space (the Southwest Nature Preserve) and single family residential neighborhoods (Oak Hill Park and Winding Creek). To the north are two additional single family properties, which are zoned Agricultural. To the south and west are a golf driving range and the approximately seven acres of floodplain property to be dedicated for park land.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The Future Land Use Plan shows this area as part of a Neighborhood character district.

The comprehensive plan states that the Neighborhood character district should be primarily residential in nature.

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

The proposed rezoning would provide for single family residential development that connects to existing and planned/future parks and open space, which complies with the comprehensive plan.

CITY DEVELOPMENT REQUIREMENTS

In addition to compliance with the comprehensive land use plan, plats must also be in compliance with applicable city regulations in order to be approved.

PLANNING REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR PLAT DRAWINGS. The final plat drawing meets the technical requirements for final plat drawings.

ZONING DISTRICT LOT REQUIREMENTS. The proposed plat meets the requirements of the planned development zoning district.

SUBDIVISION REGULATIONS & PUBLIC WORKS DESIGN MANUAL

PLANS REQUIRED. All required plans were submitted by the applicant. The plans have been reviewed by Public Works Department staff and the city engineers and have been approved.

SUBDIVISION DESIGN REQUIREMENTS. The proposed plat meets the subdivision design requirements (city code Chapter 17 Article V Division 3) pertaining to final plats.

REQUIREMENTS FOR PUBLIC AND SEMI-PUBLIC IMPROVEMENTS. The proposed plat meets the requirements for public and semi-public improvements (city code Chapter 17 Article V Division 10) pertaining to final plats.

STAFF RECOMMENDATION

Based on the above analysis, staff recommends approval of the final plat.

ACTION BY THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered this case during its meeting in August and voted to recommend approval on the condition that planning staff get a response from the streets department on whether additional signage is needed for visibility and safety at the intersection of the proposed neighborhood street Mountain View Lane with Bowman Springs. Staff checked with the streets department, and it was determined that no additional signage is needed at this time.

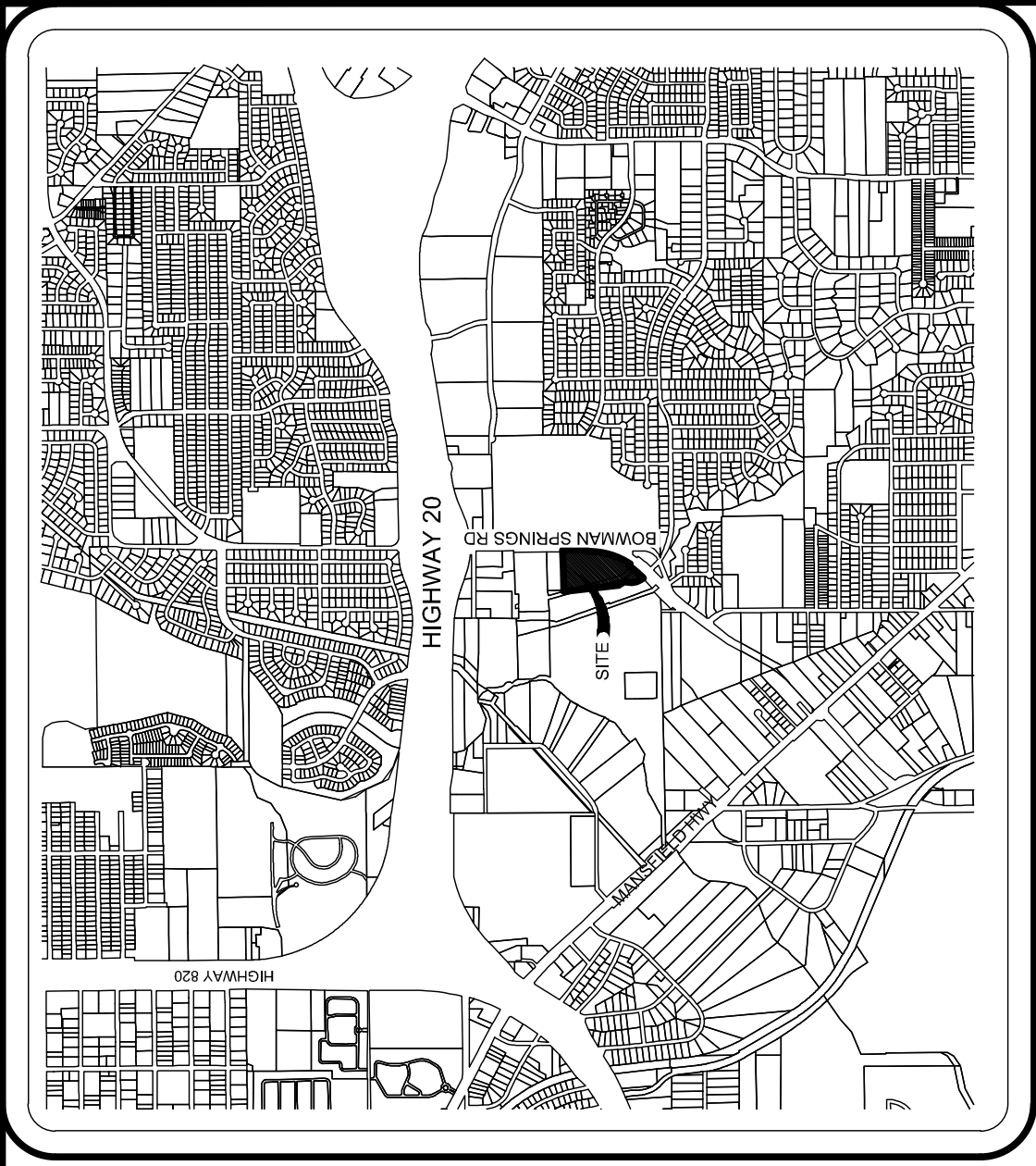
ACTION BY THE CITY COUNCIL

The City Council may approve or deny requests for final plat. Please note that if the plat meets all city requirements and conforms to the comprehensive land use plan, the city is required to approve the plat.

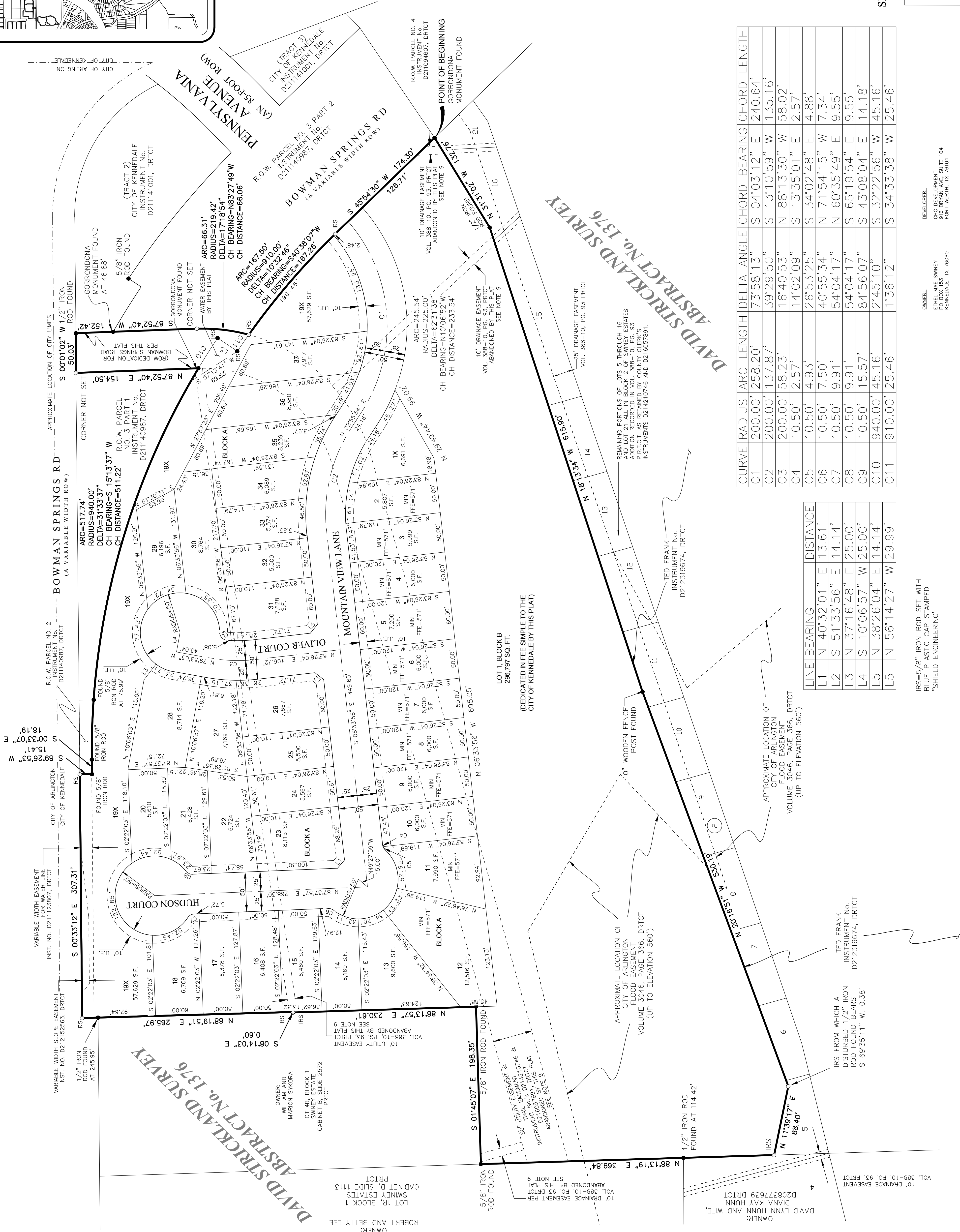
PZ 16-09: final plat request

Note: This map is for illustration purposes only. Boundary data come from exterior sources and may not reflect current and correct property lines.





VICINITY MAP
1"=200'



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	200.00'	258.20'	73°58'13"	S 04°03'12" E	240.64'
C2	200.00'	137.87'	39°29'50"	S 13°10'59" W	135.16'
C3	200.00'	58.23'	16°40'53"	N 88°13'30" W	58.02'
C4	10.50'	2.57'	14°02'09"	S 13°35'01" E	2.57'
C5	10.50'	4.93'	26°32'25"	S 34°02'48" E	4.88'
C6	10.50'	7.50'	40°55'34"	N 71°54'15" W	7.34'
C7	10.50'	9.91'	54°04'17"	N 60°35'49" E	9.55'
C8	10.50'	9.91'	54°04'17"	S 65°19'54" E	9.55'
C9	10.50'	15.57'	84°56'07"	S 43°08'04" E	14.18'
C10	940.00'	45.16'	2°45'10"	S 32°22'56" W	45.16'
C11	910.00'	25.46'	1°36'12"	S 34°33'38" W	25.46'

LINE	BEARING	DISTANCE
L1	N 40°32'01" E	13.61'
L2	S 51°33'56" E	14.14'
L3	N 37°16'48" E	25.00'
L4	S 10°06'57" W	25.00'
L5	N 38°26'04" E	14.14'
L6	N 56°14'27" W	29.99'

IRS=5/8" IRON ROD SET WITH
BLUE PLASTIC CAP STAMPED
"SHIELD ENGINEERING"

OWNER:
ETHEL MAE SWINEY
KENNEDEALE, TX 76060

DEVELOPER:
CHC DEVELOPMENT
1500 West 7th Street, Ste 200
Fort Worth, TX 76104

SE

Shield Engineering & Land
Group, PLLC
Surveying
1500 West 7th Street, Ste 200
Fort Worth, Texas 76102
817.810.0995

REV. DATE & COMMENTS:
1 1 OF 2
1 1 OF 2
DATE: JUNE 20, 2016
DRAWN: ARS
CHECKED: RWS

PROPERTY DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE D. STRICKLAND SURVEY, ABSTRACT NO. 1376 IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, SAID TRACT OF LAND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED TO RAYMOND LEON SWINEY AND WIFE, ETHEL MAE SWINEY AS DESCRIBED IN VOLUME 4644, PAGE 62 IN THE DEED RECORDS OF TARRANT COUNTY, TEXAS (DRTCT), AND A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO RAYMOND LEON SWINEY AND WIFE, ETHEL MAE SWINEY AS RECORDED IN VOLUME 4820, PAGE 718, DRTCT, AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED TO RAYMOND LEON SWINEY AND WIFE, ETHEL MAE SWINEY AS RECORDED IN VOLUME 5458, PAGE 196, DRTCT, AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED TO RAYMOND LEON SWINEY AND WIFE, ETHEL MAE SWINEY AS DESCRIBED IN VOLUME 5458, PAGE 198, DRTCT, AND A PORTION OF "TRACT 1" AND "TRACT 2" AS DESCRIBED TO LEON SWINEY AND WIFE, ETHEL M. SWINEY AS RECORDED IN VOLUME 11497, PAGES 1305 AND 1309, DRTCT, SAID TRACT OF LAND ALSO BEING A PORTION OF LOTS 6 THROUGH 21 IN BLOCK 1 AND PART OF LOTS 5 THROUGH 17, AND PART OF LOT 21 IN BLOCK 2 AS WELL AS A PORTION OF WILLIAMSON DRIVE (A 50-FOOT RIGHT-OF-WAY) AS DEPICTED ON THE PLAT OF SWINEY ESTATES, AN ADDITION TO THE CITY OF KENNEDALE AS RECORDED IN VOLUME 388-10, PAGE 93, PLAT RECORDS OF TARRANT COUNTY, TEXAS (PRTCT), SAID LOTS CREATED BY SWINEY ESTATES AND WILLIAMSON DRIVE RIGHT-OF-WAY OF WHICH THIS METES AND BOUNDS DESCRIPTION ENCOMPASSES HAVING BEEN VACATED BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D214210746 AND D216057891, DRTCT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND WITH CAP STAMPED "GORRONDONA & ASSOC" IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BOWMAN-SPRINGS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD BEING THE COMMON EASTERNMOST SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED TO TED FRANK BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D212319674, DRTCT, THE NORTHERNMOST CORNER OF "PARCEL NO. 4" AS DESCRIBED TO THE CITY OF KENNEDALE BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D211094607, DRTCT, AND THE WESTERNMOST CORNER OF "PARCEL NO. 3 PT 2" AS DESCRIBED TO THE CITY OF KENNEDALE BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D211140987, DRTCT;

THENCE NORTH 31 DEGREES 31 MINUTES 02 SECONDS WEST, ALONG THE COMMON WESTERLY LINE OF SAID "TRACT 2" AND THE EASTERLY LINE OF SAID FRANK TRACT, A DISTANCE OF 132.76 FEET TO AN 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT IN SAID COMMON EASTERLY AND WESTERLY LINES;

THENCE NORTH 18 DEGREES 13 MINUTES 34 SECONDS WEST CONTINUING WITH SAID COMMON WESTERLY AND EASTERLY LINES, A DISTANCE OF 615.90 FEET TO AN 10-INCH WOOD POST FOUND FOR THE NORTHWEST CORNER OF SAID "TRACT 2" AND AN ANGLE POINT IN THE EASTERLY LINE OF SAID FRANK TRACT;

THENCE NORTH 20 DEGREES 16 MINUTES 51 SECONDS WEST, CONTINUING WITH THE EASTERLY LINE OF SAID FRANK TRACT AND ALONG THE WESTERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOL. 5458, PG. 198, A DISTANCE OF 530.19 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "SHIELD ENGINEERING" FOR AN ANGLE POINT IN THE COMMON WESTERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 198 AND THE EASTERLY LINE OF SAID FRANK TRACT, FROM WHICH A DISTURBED 1/2-INCH IRON ROD FOUND BEARS SOUTH 69 DEGREES 35 MINUTES 11 SECONDS WEST, A DISTANCE OF 0.38 FEET;

THENCE NORTH 11 DEGREES 39 MINUTES 17 SECONDS EAST, CONTINUING WITH SAID WESTERLY AND EASTERLY LINES, A DISTANCE OF 88.40 FEET TO 5/8-INCH IRON ROD SET WITH CAP STAMPED "SHIELD ENGINEERING" FOR THE COMMON NORTHWEST CORNER OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PG. 198, AND THE NORTHEAST CORNER OF SAID FRANK TRACT, SAID IRON ROD ALSO BEING IN THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED TO DAVID LYNN HUNN AND WIFE, DIANA KAY HUNN BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D208377639, DRTCT, FROM WHICH A 3/4-INCH IRON ROD FOUND FOR REFERENCE IN SAID FRANK TRACT BEARS SOUTH 88 DEGREES 13 MINUTES 19 SECONDS WEST, A DISTANCE OF 692.08 FEET;

THENCE NORTH 88 DEGREES 13 MINUTES 19 SECONDS EAST WITH THE COMMON NORTHERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 198 AND THE SOUTHERLY LINE OF SAID HUNN TRACT, AT A DISTANCE OF 114.42 FEET PASSING A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 1-R, BLOCK 1, SWINEY ESTATES AN ADDITION TO THE CITY OF KENNEDALE AS RECORDED IN CABINET B, SLIDE 1113, PRTCT, AND CONTINUING IN ALL A TOTAL DISTANCE OF 369.84 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHERNMOST NORTHEAST CORNER OF SAID SWINEY TRACT RECORDED IN VOLUME 5458, PAGE 198 AND THE NORTHWEST CORNER OF LOT 4-R, BLOCK 1, SWINEY ESTATE, AN ADDITION TO THE CITY OF KENNEDALE AS RECORDED IN CABINET B, SLIDE 2572, PRTCT;

THENCE SOUTH 01 DEGREES 45 MINUTES 07 SECONDS EAST, ALONG A COMMON EASTERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 198 AND THE WESTERLY LINE OF SAID LOT 4-R, A DISTANCE OF 198.35 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE COMMON INNER ELL CORNER OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 198 AND THE SOUTHWEST CORNER OF SAID LOT 4-R;

THENCE NORTH 88 DEGREES 13 MINUTES 57 SECONDS EAST, ALONG A COMMON NORTHERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 198 AND THE SOUTHERLY LINE OF SAID LOT 4-R, A DISTANCE OF 230.61 FEET TO A 5/8-INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SHIELD ENGINEERING" FOR THE NORTHEAST CORNER OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 198 AND BEING AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 4-R;

THENCE SOUTH 08 DEGREES 14 MINUTES 03 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF LOT 4-R, A DISTANCE OF 0.60 FEET TO A 5/8-INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SHIELD ENGINEERING" FOR THE NORTHWEST CORNER OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 196 AND BEING AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 4-R;

THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST, ALONG THE COMMON NORTHERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 196 AND SAID SOUTHERLY LINE OF LOT 4-R, AT A DISTANCE OF 245.95 FEET PASSING A 1/2-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 4-R AND CONTINUING A TOTAL DISTANCE OF 265.97 FEET TO A 5/8-INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SHIELD ENGINEERING" ON THE WESTERLY RIGHT-OF-WAY LINE OF BOWMAN SPRINGS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD ALSO BEING THE COMMON NORTHEAST CORNER OF SAID SWINEY TRACT DESCRIBED IN VOLUME 5458, PAGE 196 AND THE NORTHEAST CORNER OF LOT 6 IN THE FOREMENTIONED BLOCK 1;

THENCE SOUTH 00 DEGREES 33 MINUTES 12 SECONDS EAST, WITH THE COMMON EASTERLY LINE OF SAID SWINEY TRACTS DESCRIBED IN VOLUME 5458, PAGE 196 AND VOLUME 4644, PAGE 62, THE EASTERLY LINE OF SAID BLOCK 1 AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 307.31 FEET TO A 5/8-INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SHIELD ENGINEERING" AT THE COMMON SOUTHEAST CORNER OF SAID SWINEY TRACT DESCRIBED IN VOLUME 4644, PAGE 62 AND NORTHEAST CORNER OF "PARCEL NO. 2" AS DESCRIBED TO THE CITY OF KENNEDALE BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D211140987, DRTCT;

THENCE SOUTH 89 DEGREES 26 MINUTES 53 SECONDS WEST, WITH THE COMMON SOUTHERLY LINE OF SAID SWINEY TRACT DESCRIBED IN VOLUME 4644, PAGE 62 AND THE NORTHERLY LINE OF SAID "PARCEL NO. 2", A DISTANCE OF 15.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID "PARCEL NO. 2";

THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS EAST, WITH THE WESTERLY LINE OF SAID "PARCEL NO. 2", A DISTANCE OF 18.19 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT IN THE WESTERLY LINE OF SAID "PARCEL NO. 2";

THENCE WITH THE ARC OF SAID CURVE TO THE RIGHT, AT A DISTANCE OF 75.59 FEET PASSING A 5/8-INCH IRON ROD BEING THE COMMON SOUTHWEST CORNER OF SAID "PARCEL NO. 2" AND THE NORTHWEST CORNER OF "PARCEL NO. 3 PT 1" AS DESCRIBED TO THE CITY OF KENNEDALE BY INSTRUMENT RECORDED IN INSTRUMENT NUMBER D211140987, DRTCT, AND CONTINUING IN ALL A TOTAL ARC DISTANCE OF 517.74 FEET, SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 31°33'27", A RADIUS OF 940.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 15°13'37" WEST, 511.22 FEET TO A 5/8-INCH IRON ROD FOUND STAMPED "GORRONDONA & ASSOC" FOR THE SOUTHWEST CORNER OF SAID "PARCEL NO. 3 PT 1" AT THE INTERSECTION OF WESTERLY RIGHT-OF-WAY LINE OF BOWMAN SPRINGS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAMSON DRIVE (A 50-FOOT RIGHT-OF-WAY);

THENCE NORTH 87 DEGREES 52 MINUTES 40 SECONDS EAST, ALONG THE COMMON NORTHERLY RIGHT-OF-WAY LINE OF SAID WILLIAMSON DRIVE AND THE SOUTHERLY LINE OF SAID "PARCEL NO. 3 PT 1", A DISTANCE OF 154.50 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SHIELD ENGINEERING" SET FOR THE SOUTHEAST CORNER OF SAID "PARCEL NO. 3 PT 1" AND BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF BOWMAN-SPRINGS ROAD PRIOR TO REALIGNMENT;

THENCE SOUTH 00 DEGREES 01 MINUTES 02 SECONDS WEST, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAMSON DRIVE AND ALONG SAID WESTERLY RIGHT-OF WAY LINE, A DISTANCE OF 50.03 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN "TRACT 2" AS DESCRIBED TO THE CITY OF KENNEDALE BY INSTRUMENT RECORDED IN D211141001, DRTCT, SAID IRON ROD BEING AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILLIAMSON DRIVE;

THENCE SOUTH 87 DEGREES 52 MINUTES 40 SECONDS WEST, ALONG THE COMMON NORTHERLY LINE OF SAID "TRACT 2" AND SAID SOUTHERLY RIGHT-OF-WAY LINE, AT A DISTANCE OF 46.88 FEET PASSING A 5/8-INCH IRON ROD FOUND STAMPED "GORRONDONA & ASSOC" FOR THE COMMON NORTHWEST CORNER OF SAID "TRACT 2" AND THE NORTHERNMOST NORTHEAST CORNER OF THE FOREMENTIONED "PARCEL NO. 3 PT 2" AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID "PARCEL NO. 3 PT 2", A TOTAL DISTANCE OF 152.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT IN SAID COMMON SOUTHERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE OF SAID "PARCEL NO. 3 PT 2";

THENCE WITH THE ARC OF SAID CURVE TO THE RIGHT, AND CONTINUING WITH SAID NORTHERLY LINE OF "PARCEL NO. 3 PT 2", A DISTANCE OF 66.31 FEET, SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 17°18'54", A RADIUS OF 219.42 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 83°27'49" WEST, 66.06 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SHIELD ENGINEERING" SET FOR THE NORTHWEST CORNER OF SAID "PARCEL NO. 3 PT 2", SAID IRON ROD ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT AND ALONG THE FOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF BOWMAN-SPRINGS ROAD AND THE NORTHWESTERLY LINE OF SAID "PARCEL NO. 3 PT 2", A DISTANCE OF 167.50 FEET, SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 10°32'46", A RADIUS OF 910.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 40°38'07" WEST, 167.26 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SHIELD ENGINEERING" SET FOR CORNER;

THENCE SOUTH 45 DEGREES 54 MINUTES 30 SECONDS WEST, CONTINUING WITH SAID COMMON WESTERLY RIGHT-OF-WAY LINE AND SAID NORTHWESTERLY LINE OF "PARCEL NO. 3 PT 2", A DISTANCE OF 174.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 692,265 SQUARE FEET OR 15.892 ACRES OF LAND AREA, MORE OR LESS.

NOTES:

- ALL DISTANCES ALONG ARCS ARE GIVEN AS ARC LENGTHS.
- BEARINGS BASED ON NAD83 TANC GPS OBSERVATIONS.
- ALL CORNERS ARE MARKED WITH A 5/8" IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING" UNLESS OTHERWISE NOTATED.
- DRTCT = DEED RECORDS OF TARRANT COUNTY, TEXAS
- PRTCT = PLAT RECORDS OF TARRANT COUNTY, TEXAS
- NO ABSTRACTING HAS BEEN PERFORMED BY THE SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS OR ENCUMBRANCES AFFECTING THE SUBJECT TRACT WHICH THE SURVEYOR IS UNAWARE OF AND THEREFORE ARE NOT SHOWN HEREON.
- 10' U.E. = 10-FOOT PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- THE FOLLOWING LOTS ARE HEREBY DEDICATED OPEN SPACE LOTS TO BE MAINTAINED BY THE HOA: LOTS 1X AND 19X, BLOCK A.
- ALL OF THE LOTS AND LOT LINES WHICH WERE PREVIOUSLY CREATED BY THE PLAT OF SWINEY ESTATES AS RECORDED IN VOLUME 388-10, PAGE 93, P.R.T.C.T. THAT LIE WITHIN THE BOUNDARY OF THIS PLAT WERE EXTINGUISHED BY COUNTY CLERK'S INSTRUMENT NUMBER D214210746 AND D216057891, D.R.T.C.T. HOWEVER EASEMENTS FROM SAID SWINEY ESTATES PLAT WERE RETAINED AND WILLIAMSON DRIVE (A 50-FOOT RIGHT-OF-WAY) WAS RETAINED AS A UTILITY EASEMENT AND A TRAIL EASEMENT. BY ACCEPTANCE AND RECORDING OF THIS PLAT IN THE COUNTY CLERK'S RECORDS OF TARRANT COUNTY THE CITY OF KENNEDALE HEREBY EXTINGUISHES AND VACATES ANY AND ALL EASEMENTS AND BUILDING LINES THAT LIE WITHIN THE BOUNDARY OF THIS PLAT WHICH WERE CREATED BY SAID PLAT OF SWINEY ESTATES OR RETAINED WHETHER FOR THEIR ORIGINAL PURPOSE OR NOT BY SAID DOCUMENTS RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER D214210746 AND D216057891, D.R.T.C.T. ALL OF THE BUILDING LINES, EASEMENTS AND OTHER ENCUMBRANCES THAT LIE OUTSIDE OF THIS PLAT WILL REMAIN IN FULL FORCE AND EFFECT. ADDITIONALLY, THE CITY OF ARLINGTON FLOOD EASEMENT RECORDED IN VOLUME 3046, PAGE 366, D.R.T.C.T. REMAINS IN PLACE AND IS UNALTERED BY THIS PLATTING.

OWNER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____ DO HEREBY CERTIFY THAT I AM THE LEGAL OWNER OF THE ABOVE DESCRIBED TRACT OF LAND AND DO HEREBY CONVEY TO THE PUBLIC FOR PUBLIC USE; THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND ANY OTHER PUBLIC AREAS SHOWN ON THIS PLAT.

OWNER _____ DATE _____

STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR TARRANT COUNTY _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT W. BRYAN, 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, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ROBERT W. BRYAN, RPLS _____ DATE _____
TEXAS REGISTRATION No. 5508

CERTIFICATE OF APPROVAL:

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.

SIGNED: _____
CHAIRMAN, PLANNING AND ZONING COMMISSION

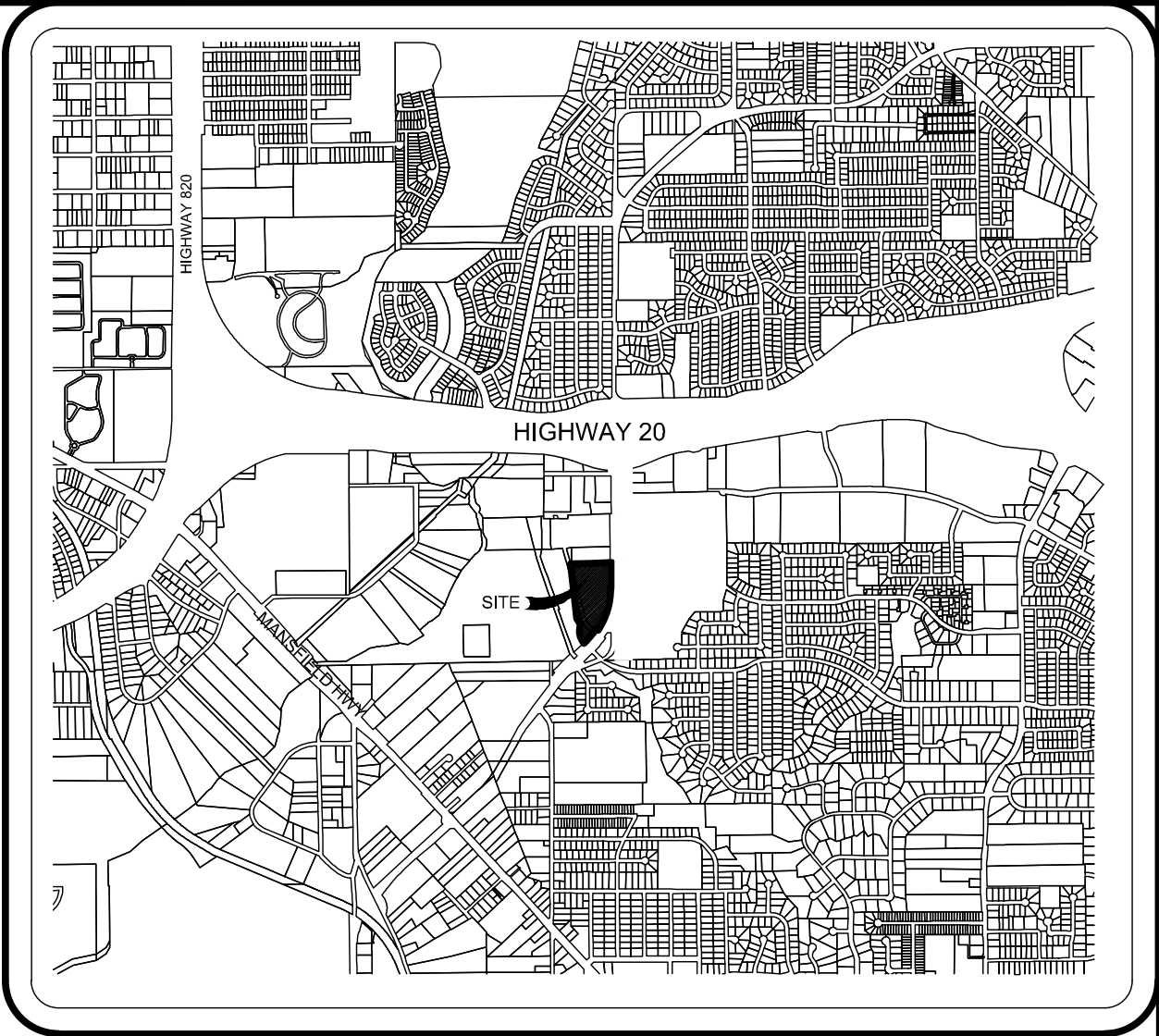
ATTEST: _____
SECRETARY, PLANNING AND ZONING COMMISSION

CITY COUNCIL CERTIFICATE OF APPROVAL:

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

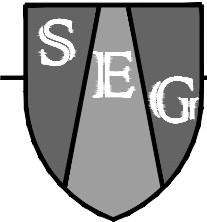
SIGNED: _____
MAYOR, CITY OF KENNEDALE

ATTEST: _____
CITY SECRETARY



VICINITY MAP
1"=2,000'

FINAL PLAT
OF
**THE GLEN OF
VILLAGE CREEK**
LOTS 1X -18, 19X-37, BLOCK A
AND LOT 1, BLOCK B
AN ADDITION TO THE CITY OF KENNEDALE,
TARRANT COUNTY, TEXAS
BEING 15.892 ACRES OF LAND
SITUATED IN THE DAVID STRICKLAND SURVEY,
ABSTRACT NO. 1376

	Shield Engineering Group, PLLC Civil Engineering & Land Surveying 1016 F-1039 TBPIS 10193899 1600 West 7th Street, Ste 200 Fort Worth, Texas 76102 817.810.0696	SHEET 2 OF 2	REV. DATE & COMMENTS: 7/28/16 ADD ST. NAMES CHANGE ADDITION NAME
		DATE: JUNE 20, 2016 DRAWN: ARS CHECKED: RWB	

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: September 19, 2016

Agenda Item No: DECISION ITEMS (A)

I. SUBJECT

CASE # PZ 16-10 To receive public comments and consider Ordinance No. 605, adopting a Unified Development Code to regulate land use within the City of Kennedale; establishing zoning districts to regulate and restrict the use of property for residential, commercial, industrial and other purposes; regulating parking, landscaping, screening, lighting, signs, building design and materials; providing for the submission of site plans, subdivision plats and other development applications; providing regulations for flood damage prevention, stormwater protection, erosion and sediment control; and providing for procedures for review, approval and administration of these regulations.

II. SUMMARY

BACKGROUND AND OVERVIEW

Request	Approve a Unified Development Code for the City of Kennedale
Location	n/a
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

BACKGROUND / OVERVIEW

BACKGROUND

The City of Kennedale adopted an updated comprehensive land use plan in 2012. The new comprehensive plan marked a change in how Kennedale looks at land use policy, bringing the city in line with current knowledge about how planning and development can affect quality of life in a city and shape community character. This plan is consistent with the city's long term goals and vision, but unfortunately, the current zoning regulations do not allow the comprehensive plan to be implemented (with the exception of new district types created over the past several years).

The city hired LSL Planning to lead a project updating Kennedale's development regulations. It was determined that the best approach would be to create a Unified Development Code (UDC). In the current city code, development regulations are scattered throughout the code, which can make it difficult for city staff or a developer to know which regulations apply to a particular project. A UDC pulls all development regulations from the various chapters of city code and compiles them into one organized document. The final draft of that document is ready for the City Council's consideration. As part of the process of creating the UDC, the city formed an advisory committee made up of

members of Council, the Planning & Zoning Commission, the Board of Adjustment, the Kennedale Economic Development Corporation, and the Chamber of Commerce. The committee met several times over the past year to provide input to LSL Planning and City of Kennedale staff.

In addition, LSL Planning staff met with various stakeholders, including community members, developers, city staff, and the city engineers. The city hosted an online visual preference survey to solicit input from the public on the preferred appearance of development permitted under the unified development code; LSL staff compiled the results, which were used – along with stakeholder input – to create the UDC.

LSL and planning staff also held two public forums. Attendance at both events was limited, but input from these meetings nevertheless was factored into the final draft. In addition, Dave Jirousek from LSL Planning gave a presentation to the Planning & Zoning Commission during a special work session held on August 8. The purpose of this presentation was to allow the Commission members to ask questions and give input prior to the formal consideration and public hearing later that month.

OVERVIEW

The proposed UDC includes regulations to address a wide variety of development issues, including regulations on zoning, subdivision design, storm water protection, flood protection, erosion control, landscaping, signs, and floodplain development. It retains most of the city's existing zoning districts and adds additional districts that implement the Village (mixed-use) or special character districts shown in the comprehensive plan's Future Land Use Plan. It also sets out maps showing how rezoning within the Village districts could best be accomplished.

The UDC retains many of the city's existing development regulations but reorganizes them in an easier-to-use format. Illustrations have been added to help explain development regulations. And the schedule of uses has been simplified to make it easier to regulate land uses and to allow new uses that weren't anticipated when the schedule of uses was adopted. Overall, the UDC provides more predictability, both for developers and the community.

NEW / SPECIAL DISTRICTS

The biggest change to the development codes is the establishment of Village zoning districts. The regulations for these districts focus much more on development qualities, such as character, intensity, and patterns, than on allowed uses—although uses are still regulated. Each Village district is divided into sub-areas: a Center district, the smallest portion of the Village district and where a retail shopfront form is required; a general area, where residential, office, and commercial uses are permitted, and a transition area, where residential uses only are permitted. These transition areas are to serve as buffers between the Village districts and any existing residential development adjacent to the Villages.

The Commercial Corridor district is an update to the Business 287 / I-20 overlay districts. Many of the existing overlay district regulations are retained, but additional regulations have been added to control setbacks and to limit parking between the buildings and the street. These regulations are intended to help give these areas a more approachable commercial appearance by keeping buildings closer to the street and not requiring customers to cross large parking lots before entering a building.

The UDC also expands the regulations for the Employment Center District. As Council will recall, regulations for only a portion of this district have been established already. The UDC finishes the work for this district begun several years ago by city staff.

EXISTING ZONING DISTRICTS

As mentioned above, most of the existing zoning districts will be retained; for example, the R-1, R-2, R-3, C-1, and C-2 zoning districts will still appear on the zoning map. Adoption of the UDC does not rezone property, but rezoning under the UDC regulations will be permitted immediately after the effective date of the UDC.

A note on the C-0 district: one comment from the advisory committee was to recommend eliminating this zoning district, since only one property has this zoning classification. However, until that one property has been rezoned, the C-0 district must remain in the UDC.

PUBLIC INPUT

The majority of input from the public focused on the proposed Neighborhood Village district at Little School and Sublett roads. Several property owners from this area who are looking to sell their properties and do not wish to sell under current zoning (C-1) are concerned that a mixed-use zoning classification will make their properties more difficult to sell; they generally would prefer to rezone their properties to single family residential use. With their strong opposition in mind, staff and our consultants have included proposed Village district boundaries in the UDC as a guideline only. In this way, if the property owners wish to request rezoning, they are not bound more strongly to the Village district boundaries than they are to the comprehensive plan's Future Land Use Map. In other words, whether the proposed regulating maps [see pages 66-70 in the PDF version, and 5-8 – 5-11 in the print version] in the UDC are adopted or not, anyone requesting to rezone to a land use not in conformance with the comprehensive land use plan will need to demonstrate why the comprehensive land use plan should not be followed.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN COMPLIANCE

The new regulations of the UDC were intended to bring the city's development regulations into compliance with—and to allow implementation of—the comprehensive plan. All of the character districts shown in the Future Land Use Plan are represented in the proposed UDC, and the regulations also address the relationship between development and the Future Thoroughfare Plan. Staff considers the UDC to be in compliance with the comprehensive land use plan.

NON-CONFORMITIES

As with any changes to development regulations, adoption of the UDC may cause some properties to become non-conforming in some aspects of development, but please note that a non-conforming

designation does not mean that a property must stop being used. In most cases, legally non-conforming properties may continue in use until the non-conforming aspect has been abandoned or destroyed. For example, under the UDC, service stations will be required to maintain a minimum spacing between pump stations and any residential district, and columns or other supports for pump station canopies will be required to have a masonry exterior finish. However, the city's existing service stations that don't meet these requirements are not required to renovate their facilities to meet the new regulations.

Staff recommends approval of the UDC. We are still working with staff from LSL on cleaning up a few minor sections, particularly in the Administrative section, to make sure the language is clear and consistent with state law. And we expect to have some comments from our city attorney, so that some minor changes will be needed. As these changes are all expected to be non-substantive, staff recommends approval of the UDC; because these changes are expected, however, and in order to give staff some time to adjust to the UDC, we recommend setting an effective date of October 1, 2016.

ACTION BY THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered approval of the UDC during its meeting in August. After a presentation from Dave Jirousek of LSL Planning and after holding a public hearing, the Commission voted to recommend approval on the condition that revisions to various section references be completed before Council consideration. These revisions have been completed.

ACTION BY THE CITY COUNCIL

You may approve or deny the ordinance adopting the UDC. The UDC is considered part of the ordinance, attached as an exhibit, and you may make changes to it as part of approval.

MOTIONS

The motions provided below are provided as examples.

Approval: I find that the proposed unified development code is in compliance with the comprehensive land use plan and meets city requirements for changes to the zoning code. I make a motion to approve Ordinance 605 (Case PZ 16-10).

Approval with Conditions: I find that the proposed unified development code is in compliance with the comprehensive land use plan and meets city requirements for changes to the zoning code. I make a motion to approve Ordinance 605 (Case PZ 16-10) with the following changes [list changes].

Deny: I find that the proposed unified development code meets [is not in compliance with the comprehensive land use plan OR does not meet city requirements for changes to the zoning code. I make a motion to deny Ordinance 605 (Case PZ 16-10).

ORDINANCE NO. 605

AN ORDINANCE ADOPTING A UNIFIED DEVELOPMENT CODE TO REGULATE LAND USE WITHIN THE CITY OF KENNEDALE, TEXAS; ESTABLISHING ZONING DISTRICTS TO REGULATE AND RESTRICT THE USE OF PROPERTY FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND OTHER PURPOSES; REGULATING PARKING, LANDSCAPING, SCREENING, LIGHTING, SIGNS, BUILDING DESIGN AND MATERIALS; PROVIDING FOR THE SUBMISSION OF SITE PLANS, SUBDIVISION PLATS AND OTHER DEVELOPMENT APPLICATIONS; PROVIDING REGULATIONS FOR FLOOD DAMAGE PREVENTION, STORMWATER PROTECTION, EROSION AND SEDIMENT CONTROL; PROVIDING FOR PROCEDURES FOR REVIEW, APPROVAL AND ADMINISTRATION OF THESE REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, pursuant to Chapter 212 of the Local Government Code, the City has adopted regulations governing the subdivision and platting of land within the City and the provision of services in connection with the development of such land; and

WHEREAS, in order to promote the public health, safety and general welfare the City Council desires to update and amend the city's regulations related to zoning, platting and the development and use of land in order to implement the comprehensive land use plan; and

WHEREAS, the City Council has determined that a Unified Development Code is the best means of implementing the vision and goals of the comprehensive land use plan; and

WHEREAS, the City Council heretofore adopted regulations restricting the location of sexually oriented businesses within the City based upon studies, reports, and

findings regarding the harmful effects of sexually oriented businesses on surrounding land uses and has determined that the basis for such regulations are applicable to the regulations adopted in the Unified Development Code; and

WHEREAS, the City Council heretofore adopted regulations governing fencing, screening, signs, amusement machine establishments, garage sales, secondary metal recyclers, mobile homes, manufactured homes, recreational vehicles, natural resources management, wellhead protection areas, stormwater protection, flood damage prevention, erosion and sediment control, and other regulations pertaining to the development and use of land within the City and has determined that such regulations should be included in a Unified Development Code; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas held a public hearing on August 18, 2016, and the City Council of the City of Kennedale, Texas held a public hearing on September 19, 2016, with respect to the adoption of the Unified Development Code; and

WHEREAS, the City has complied with all requirements of Chapters 211 and 212 of the Local Government Code, Section 17-429 of the Zoning Ordinance, and all other laws dealing with notice, publication, and procedural requirements for the approval of the regulations in the Unified Development Code.

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

SECTION 1.

The Unified Development Code attached hereto as Exhibit "A" is hereby adopted for the purpose of governing the development and use of property within the City of Kennedale. The Unified Development Code shall be cumulative of and in addition to other regulations in the City Code governing the development and use of property.

SECTION 2.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Kennedale, Texas (1991), as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed. The following chapters, articles, and sections of the City Code are hereby repealed:

CHAPTER 17 - PLANNING AND LAND DEVELOPMENT

ARTICLE VIII - FENCING AND SCREENING, OF CHAPTER 4 – BUILDINGS AND BUILDING REGULATIONS

SECTION 11-131 - HOURS OF OPERATION, OF ARTICLE V - AMUSEMENT MACHINE ESTABLISHMENTS, OF CHAPTER 11 – LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS

SECTIONS 11-203.1 - HOURS OF OPERATION, 11-204 – LOCATION, AND 11-204.1 - NONCONFORMING USES, OF ARTICLE VIII - SEXUALLY ORIENTED BUSINESSES, OF CHAPTER 11 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS

ARTICLE IX - GARAGE SALES, OF CHAPTER 11 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS

CHAPTER 13 - MOBILE HOMES, MANUFACTURED HOMES AND RECREATIONAL VEHICLES

ARTICLE VI - NATURAL RESOURCES MANAGEMENT, OF CHAPTER 16 – PARKS, RECREATION AND CULTURAL ACTIVITIES

DIVISION 3 – WELLHEAD PROTECTION AREAS, OF ARTICLE II – MUNICIPAL WATER SYSTEM, OF CHAPTER 23 – WATER, SEWERS AND SEWAGE DISPOSAL

ARTICLE VII - STORMWATER PROTECTION, OF CHAPTER 23 – WATER, SEWERS AND SEWAGE DISPOSAL

SECTION 3.

It is hereby declared to be the intention of the City Council that if the sections, paragraphs, sentences, clauses, or phrases 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 4.

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 the Unified Development Code shall be fined not more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning, fire safety or public health and sanitation, including the dumping of refuse, and shall be fined not more than Five Hundred Dollars (\$500.00) for all other violations. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the provisions of the ordinances and code provisions repealed herein, or any ordinances or code provisions governing the development and use of land 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.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS 19TH DAY OF SEPTEMBER, 2016.

MAYOR

ATTEST:

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



TO: Kennedale Project Steering Committee
FROM: David M. Jirousek, AICP
DATE: March 18, 2016
SUBJECT: Ordinances to Repeal

CHAPTER 4, ARTICLE VIII. – FENCING AND SCREENING

Repeal and include in UDC:

- Entire.

CHAPTER 17, PLANNING AND LAND DEVELOPMENT

Repeal and include in UDC:

- Entire.

CHAPTER 11, ARTICLE V. – AMUSEMENT MACHINE ESTABLISHMENTS

Repeal and include in UDC:

- Sec. 11-131. – Hours of operation (include reference to UDC).

Provide Reference in UDC:

- CHAPTER 11, ARTICLE V. – AMUSEMENT MACHINE ESTABLISHMENTS (entire article reference).

CHAPTER 11, ARTICLE VIII. – SEXUALLY ORIENTED BUSINESSES

Repeal and include in UDC:

- Sec. 11-203.1. – Hours of operation (include reference to UDC).
- Sec. 11-204. – Location (include reference to UDC).
- Sec. 11-204.1. – Nonconforming uses (include reference to UDC).

Provide Reference in UDC:

- Sec. 11-205. – License—Required.
- Sec. 11-206. – Same—Application.

CHAPTER 11, ARTICLE IX. – GARAGE SALES

Repeal and include in UDC:

- Entire.

CHAPTER 11, ARTICLE X. – SECONDARY METAL RECYCLERS

Repeal and include in UDC:

- N/A.

Provide Reference in UDC:

- CHAPTER 11, ARTICLE X. – SECONDARY METAL RECYCLERS (entire article reference).

CHAPTER 11, ARTICLE XI. – ALCOHOLIC BEVERAGES

Repeal and include in UDC:

- N/A.

Provide Reference in UDC:

- Sec. 11-274. – Proximity to churches, public or private schools, and public hospitals.

CHAPTER 13, MOBILE HOMES, MANUFACTURED HOMES AND RECREATIONAL VEHICLES

Repeal and include in UDC:

- Entire.

CHAPTER 16, ARTICLE VI. – NATURAL RESOURCES MANAGEMENT

Repeal and include in UDC:

- Entire.

CHAPTER 23, ARTICLE II. - MUNICIPAL WATER SYSTEM, DIVISION 3. - WELLHEAD PROTECTION AREAS

Repeal and include in UDC:

- Entire.

CHAPTER 23, ARTICLE III. – SEWERS AND SEWAGE DISPOSAL

Repeal and include in UDC:

- N/A.

Provide Reference in UDC:

- Sec. 23-73. – Buildings requiring connection to sewer.
- Sec. 23-74. – When septic tank use allowed; standards.

CHAPTER 23, ARTICLE VII. – STORMWATER PROTECTION

Repeal and include in UDC:

- Entire.

Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: DECISION ITEMS - B.

I. Subject:

Discuss and consider approval of Ordinance 612 fixing and levying municipal ad valorem taxes for the City of Kennedale, Texas, for the fiscal year beginning October 1, 2016, and ending September 30, 2017; directing the assessment and collection thereof; providing a severability clause; and an effective date

II. Originated by:

III. Summary:

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

08/12/16 Provide Effective Tax Rate & Schedules To Council
08/12/16 Hold Council FY16/17 Budget Retreat
08/12/16 Vote To Place Proposal For Tax Increase On Future Agenda
08/25/16 Publish Notice of Public Hearing On Budget
08/25/16 Publish Notice of Tax Rates
09/08/16 Hold Public Hearing On Budget

09/19/16 Adopt Budget, Adopt Tax Rate, Ratify Budget

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

Vote on tax rate must be a record vote.

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

I MOVE THAT THE PROPERTY TAX RATE REMAIN THE SAME BY THE ADOPTION OF A TAX RATE OF \$0.767500, WHICH IS EFFECTIVELY A 0.00 PERCENT INCREASE IN THE TAX RATE. THIS YEAR'S PROPOSED TAX RATE DOES NOT EXCEED THE EFFECTIVE TAX RATE.

VIII. Attachments:

1.	Ordinance 612	20160919 Ordinance 612 To Adopt FY2016-17 Tax Rate.pdf
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ORDINANCE NO. 612

AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF KENNEDALE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE CLAUSE.

WHEREAS, the City Council of the City of Kennedale, Texas hereby finds that the tax for the fiscal year beginning October 1, 2016, and ending September 30, 2017, hereinafter levied for current expenses and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council has approved on the 19th day of September 2016, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and

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

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

SECTION 1. For the current expense of the City of Kennedale and for the general improvements of the City and its property, there is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2016 and ending September 30, 2017, and for each fiscal year thereafter until it be otherwise provided and ordained, on all property situated within the corporate limits of the City limits of the City of Kennedale, and not exempt from taxation by valid laws, an ad valorem tax rate of \$0.767500 cents on the One Hundred (\$100.00) Dollars valuation of such property.

\$0.581711 For the purpose of maintenance and operation.

\$0.185789 For the purpose of interest and sinking.

\$0.767500 Total Tax Rate

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

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.00 PERCENT
AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A
\$100,000 HOME BY APPROXIMATELY \$9.92.**

SECTION 2. That the taxes herein are levied according to law and shall be due and payable on October 1, 2016, and the same shall become delinquent on February 1, 2017. Should any taxpayer fail to make payment before the date of delinquency, the penalty as provided by law shall be assessed until the unpaid taxes and penalty have been satisfied.

SECTION 3. Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2015 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2017.

SECTION 4. Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2016 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

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

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 19th day of September, 2016.

ATTEST:

APPROVED:

Leslie Galloway, City Secretary

Brian Johnson, Mayor

APPROVED AS TO FORM AND LEGALITY:

Wayne Olson, City Attorney

Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: DECISION ITEMS - C.

I. Subject:

Discuss and consider approval of Ordinance 613 adopting the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; amending budget figures for the prior fiscal year beginning October 1, 2015, and ending September 30, 2016; appropriating resources for each department, project, operation, activity, purchase, account and other expenditures; providing for emergency expenditures and expenditures as allowed by applicable state law; providing for the filing of the budget as required by state law; providing that this Ordinance shall be cumulative of all ordinances; providing a severability clause and providing an effective date

II. Originated by:

III. Summary:

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

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

08/12/16 Provide Effective Tax Rate & Schedules To Council
08/12/16 Hold Council FY16/17 Budget Retreat
08/12/16 Vote To Place Proposal For Tax Increase On Future Agenda
08/25/16 Publish Notice of Public Hearing On Budget
08/25/16 Publish Notice of Tax Rates
09/08/16 Hold Public Hearing On Budget

09/19/16 Adopt Budget, Adopt Tax Rate, Ratify Budget

Exhibit A represents a brief summary of the budget. A full softcopy version will be made available online at the City's website beginning October 1, 2016.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 613	20160919 Ordinance 613 To Adopt FY2016-17 Budget.pdf
2.	Exhibit A - FY16-17 Adopted Budget Summary	FY16-17 Budget Summary.pdf

ORDINANCE NO. 613

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AMENDING BUDGET FIGURES FOR THE PRIOR FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; APPROPRIATING RESOURCES FOR EACH DEPARTMENT, PROJECT, OPERATION, ACTIVITY, PURCHASE, ACCOUNT AND OTHER EXPENDITURES; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS ALLOWED BY APPLICABLE STATE LAW; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Kennedale, Texas Fiscal Year 2015-2016 Budget was adopted within the time and in the manner required by State Law; and

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

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

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

WHEREAS, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the Government of the City for the fiscal year beginning October 1, 2016, and ending September 30, 2017, (hereinafter referred as the "Budget"); and

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

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

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

WHEREAS, such public hearing was held on September 8, 2016, prior approval of such date being hereby ratified and confirmed by the City Council, and those wishing to speak on the Budget were heard; and

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

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

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

SECTION 2. The Budget as set forth in Exhibit “A,” of the revenue of the City and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2016 and ending September 30, 2017, is hereby adopted and approved, and there is hereby appropriated from the funds indicated therein such sums for the projects, operations, activities, purchases, accounts and other expenditures proposed in the Budget.

SECTION 3. No expenditure of the funds of the City of Kennedale shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in case of grave public necessity to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been include in the original budget, may from time to time be authorized by the City Council as amendments to the original Budget.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of this

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

SECTION 5. The City of Kennedale, Texas, Fiscal Year 2015-2016 Budget is hereby amended to fund the line items as stated in Exhibit "A." This Amendment No. 1 (Exhibit "A") to the Original Budget of the City of Kennedale, Texas, for the Fiscal Year 2015-2016 shall be attached to and made part of the Original Budget by the City Secretary and shall be filed in accordance with State Law. This Ordinance is hereby adopted and shall constitute the first budget amendment that has occurred since the October 1, 2015 effective date of the City's Fiscal Year 2015-2016 Budget.

SECTION 6. That this Ordinance shall be cumulative of all other Ordinances of the City affecting the Fiscal Year 2015-2016 Budget of the City and shall not repeal any of the provisions of such Ordinances except in those instances where provisions of those Ordinances are in direct conflict with the provisions of this Ordinance; whether such Ordinances are codified or uncoded, and all other provisions of the Ordinances of the City of Kennedale, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7. Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict therewith.

SECTION 8. 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 9. That this ordinance be in full force and effect from and after its adoption.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 19th day of September, 2016.

APPROVED:

MAYOR, BRIAN JOHNSON

ATTEST:

LESLIE GALLOWAY, CITY SECRETARY

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES**

ALL FUNDS BUDGET SUMMARY

CATEGORY	ALL GENERAL FUNDS	DEBT SERVICE FUND	CAPITAL PROJECTS FUNDS	SPECIAL REVENUE FUNDS	ALL WATER/ SEWER FUNDS	ALL EDC FUNDS	TOTAL FUNDS
BEGINNING FUND BALANCE	\$ 1,732,850	\$ 9,595	\$ 358,001	\$ 1	\$ 11,243,501	\$ 248,862	\$ 13,592,810
AD VALOREM TAXES	3,570,946	1,139,330	-	-	-	48,462	4,758,738
SALES/BEVERAGE TAXES	1,163,954	-	-	-	-	349,351	1,513,306
FRANCHISE FEES	926,966	-	-	-	-	-	926,966
GRANTS	257,243	-	-	1,767	176,000	-	435,010
LICENSES/PERMITS	171,105	-	-	-	-	-	171,105
FINES/FEES	243,083	-	49,210	-	318,832	-	611,126
CHARGES FOR SERVICES	190,750	-	-	-	4,767,900	-	4,958,650
INVESTMENT EARNINGS	2,554	162	160	-	250	260	3,386
MISCELLANEOUS INCOME	487,065	-	73,100	-	101,236	435,796	1,097,197
INTERGOVERNMENTAL	551,406	-	1,550	11,217	-	-	564,173
SURPLUS/RENTALS	4,800	-	-	-	2,000	99,358	106,158
TRANSFERS	283,634	230,820	-	138,238	214,415	-	867,107
TOTAL REVENUES	\$ 7,853,507	\$ 1,370,311	\$ 124,020	\$ 151,223	\$ 5,580,634	\$ 933,227	\$ 16,012,922
PERSONNEL	4,850,747	-	-	-	725,958	-	5,576,705
SUPPLIES	267,377	-	-	-	63,250	3,100	333,727
MAINTENANCE	553,748	-	2,000	-	442,818	95,403	1,093,969
SUNDRY	1,376,339	-	-	1,767	2,891,746	291,959	4,561,811
DEBT	109,186	1,365,627	-	-	511,309	168,600	2,154,722
TRANSFERS	247,626	-	214,239	11,217	214,415	154,819	842,316
CAPITAL	880,380	-	-	138,238	589,850	90,000	1,698,468
GRANTS	91,500	-	-	-	193,189	91,500	376,189
TOTAL EXPENDITURES	\$ 8,376,903	\$ 1,365,627	\$ 216,239	\$ 151,222	\$ 5,632,536	\$ 895,380	\$ 16,637,908
REVENUES OVER EXPENDITURES	\$ (523,396)	\$ 4,685	\$ (92,219)	\$ 0	\$ (51,902)	\$ 37,847	\$ (624,986)
ENDING FUND BALANCE	\$ 1,209,454	\$ 14,279	\$ 265,782	\$ 1	\$ 11,191,599	\$ 286,709	\$ 12,967,824

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES**

EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED	CY - PY CHANGE
CITY MANAGER	275,390	293,578	293,578	180,842	286,802	283,123	(10,455)
MAYOR/CITY COUNCIL	77,128	88,676	88,676	60,763	86,724	140,157	51,481
CITY SECRETARY	124,118	135,923	147,162	85,345	145,461	160,328	13,166
MUNICIPAL COURT	129,204	157,745	126,686	65,555	119,359	121,230	(5,456)
HUMAN RESOURCES	112,330	124,565	124,565	78,347	124,087	122,616	(1,948)
FINANCE	348,750	323,931	323,931	229,557	311,974	296,688	(27,243)
POLICE	2,033,489	2,245,833	2,218,144	1,386,485	2,174,545	2,381,270	163,126
FIRE	1,628,548	1,728,014	1,718,114	1,098,232	1,658,468	1,826,031	107,917
COMMUNITY DEVELOPMENT	348,325	439,480	439,480	243,606	422,113	332,442	(107,038)
SENIOR CITIZEN CENTER	50,569	54,077	54,077	30,021	47,000	54,612	535
LIBRARY	217,807	239,080	254,123	157,826	252,212	259,591	5,468
NONDEPARTMENTAL	483,355	367,317	392,771	232,825	381,589	511,218	118,447
TOTAL EXPENDITURES	\$ 5,829,014	\$ 6,198,218	\$ 6,181,307	\$ 3,849,405	\$ 6,010,334	\$ 6,489,307	\$ 308,000

WATER/SEWER FUND	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED	CY - PY CHANGE
UTILITY BILLING	1,326,837	1,360,981	1,343,775	610,804	1,324,700	1,704,198	360,423
WATER OPERATIONS	1,109,432	3,156,143	1,720,282	954,206	1,654,908	1,477,946	(242,336)
DEBT	186,691	505,472	505,472	450,087	505,473	511,309	5,837
CAPITAL	-	-	-	-	-	301,850	301,850
NONDEPARTMENTAL	1,427,127	1,070,631	1,011,873	526,617	1,003,895	834,472	(177,401)
TOTAL EXPENDITURES	\$ 4,050,086	\$ 6,093,227	\$ 4,581,402	\$ 2,541,714	\$ 4,488,976	\$ 4,829,775	\$ 248,373

STREET IMPROVEMENT FUND	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED	CY - PY CHANGE
STREETS	704,161	1,042,537	1,173,284	729,333	1,129,385	712,452	(460,831)
PARKS MAINTENANCE	118,624	84,000	140,000	71,674	133,939	116,409	(23,591)
CAPITAL	-	-	-	-	-	366,032	366,032
TOTAL EXPENDITURES	\$ 822,784	\$ 1,126,537	\$ 1,313,284	\$ 801,006	\$ 1,263,324	\$ 1,194,893	\$ (118,391)

EDC4B FUNDS	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED	CY - PY CHANGE
ADMINISTRATION	241,795	176,466	332,281	166,555	330,801	270,167	93,701
DEBT SERVICE	323,315	319,893	319,893	300,401	318,225	323,419	3,526
TOWN SHOPPING CENTER	66,817	50,484	50,484	28,578	45,542	120,295	69,811
TOWNCENTER REDEVELOPMENT	-	90,000	-	-	-	90,000	-
TX LEVERAGE	101,192	50,000	18,739	18,739	18,739	-	(50,000)
TOTAL EXPENDITURES	\$ 733,119	\$ 686,843	\$ 721,397	\$ 514,273	\$ 713,307	\$ 803,880	\$ 117,038

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES**

REVENUE SUMMARY BY FUND

REVENUES	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED	CY - PY CHANGE
GENERAL FUND	6,022,996	6,091,419	6,256,244	4,760,639	6,260,589	6,201,455	(54,789)
CAPITAL REPLACEMENT FUND	72,130	167,280	74,418	36,372	72,607	670,631	596,213
COURT SECURITY FUND	85,281	5,360	5,360	3,246	4,927	4,500	(860)
COURT TECHNOLOGY FUND	5,775	6,103	6,103	4,330	6,541	5,104	(999)
STREET IMPROVEMENT FUND	1,264,981	1,071,164	1,044,352	524,740	1,050,149	969,057	(75,295)
JUVENILE CASE MANAGER FUND	8,017	9,204	9,204	6,232	9,365	7,010	(2,194)
PARK REC/OTHER DONATION FUND	3,614	4,510	4,510	1,890	3,346	-	(4,510)
TREE REFORESTATION FUND	23	18	18	53	98	80	62
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-
GENERAL FUND	7,462,817	7,355,058	7,400,209	5,337,502	7,407,621	7,857,837	457,628
GENERAL DEBT SERVICE FUND	1,340,773	1,403,111	1,372,313	1,242,836	1,362,761	1,370,311	43,928
WATER/SEWER FUND	3,464,037	5,672,328	4,402,233	2,418,016	4,401,175	4,991,835	589,602
STORMWATER UTILITY FUND	200,108	247,825	247,825	139,805	250,003	491,826	244,001
WATER IMPACT FUND	172,370	116,040	165,040	65,909	165,925	68,658	(96,382)
SEWER IMPACT FUND	44,619	6,682	50,002	18,240	50,233	28,315	(21,687)
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-
WATER/SEWER FUND	3,881,134	6,042,875	4,865,100	2,641,970	4,867,336	5,580,634	715,534
EDC4B FUND	670,840	911,996	649,814	306,670	648,044	933,007	283,193
EDC4B CAPITAL BOND FUND	15	15	15	40	80	60	45
EDC4B BOND RESERVE FUND	40	25	25	94	179	160	135
EDC4B FUND	670,895	912,036	649,854	306,804	648,303	933,227	283,373
CAPITAL PROJECTS FUND	83,340	76,004	76,004	36,598	79,903	72,050	(3,954)
CAPITAL BOND FUND	656,137	988,086	466,753	181,577	466,753	-	(466,753)
PARK DEDICATION FUND	386	33,604	163,604	140,837	164,156	14,060	(149,544)
LIBRARY BUILDING FUND	3,344	3,133	3,133	1,662	2,842	2,660	(473)
ROADWAY IMPACT FEE FUND	84,352	40,280	140,040	27,978	142,855	35,250	(104,790)
CAPITAL FUND	827,559	1,141,107	849,534	388,652	856,509	124,020	(725,514)
TIF #1 (NEW HOPE) FUND	45,937	125,000	335,000	86,646	334,384	149,456	(185,544)
HOTEL/MOTEL TAX FUND	-	-	-	-	-	-	-
POLICE SEIZURE FUND	(4,870)	1	1	1,255	1,257	-	(1)
LEOSE FUND	1,796	1,800	1,800	1,768	1,767	1,767	(33)
SPECIAL REVENUE FUND	42,862	126,801	336,801	89,669	337,408	151,223	(185,578)
TOTAL REVENUES	\$ 14,226,038	\$ 16,980,989	\$ 15,473,811	\$ 10,007,432	\$ 15,479,938	\$ 16,017,252	\$ 589,371

"EXEMPLIFYING EXCELLENCE"

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES**

EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY14-15 ACTUAL	FY15-16 ADOPE	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED	CY - PY CHANGE
GENERAL FUND	5,829,014	6,198,218	6,181,307	3,849,405	6,010,334	6,489,307	308,000
CAPITAL REPLACEMENT FUND	203,208	167,280	110,675	97,072	108,907	673,316	562,641
COURT SECURITY FUND	72,160	1,558	1,558	1,020	2,030	1,152	(406)
COURT TECHNOLOGY FUND	9,516	16,086	16,086	3,096	11,393	5,555	(10,531)
STREET IMPROVEMENT FUND	822,784	1,126,537	1,313,284	801,006	1,263,324	1,194,893	(118,391)
JUVENILE CASE MANAGER FUND	19,591	11,352	11,352	6,909	11,225	12,680	1,328
PARK REC/OTHER DONATION FUND	-	-	-	-	-	24,791	24,791
TREE REFORESTATION FUND	-	-	-	-	-	-	-
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-
GENERAL FUND	6,956,274	7,521,032	7,634,262	4,758,509	7,407,213	8,401,694	767,432
GENERAL DEBT SERVICE FUND	1,338,313	1,363,867	1,363,867	1,173,473	1,358,474	1,365,627	1,760
WATER/SEWER FUND	4,050,086	6,093,227	4,581,402	2,541,714	4,488,976	4,829,775	248,373
STORMWATER UTILITY FUND	111,696	264,273	189,207	83,462	165,955	571,157	381,950
WATER IMPACT FUND	174,916	171,200	171,200	-	171,200	154,415	(16,785)
SEWER IMPACT FUND	22,396	-	-	-	-	60,000	60,000
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-
WATER/SEWER FUND	4,359,094	6,528,700	4,941,809	2,625,175	4,826,130	5,615,347	673,538
EDC4B FUND	733,119	686,843	721,397	514,273	713,307	803,880	82,483
EDC4B CAPITAL BOND FUND	-	25,000	25,000	-	-	-	(25,000)
EDC4B BOND RESERVE FUND	-	-	-	-	-	-	-
EDC4B FUND	733,119	711,843	746,397	514,273	713,307	803,880	57,483
CAPITAL PROJECTS FUND	52,000	76,001	76,001	-	76,001	76,001	-
CAPITAL BOND FUND	693,259	1,080,625	467,243	441,687	459,417	-	(467,243)
PARK DEDICATION FUND	3,171	-	-	162	162	-	-
LIBRARY BUILDING FUND	1,417	2,000	2,000	-	2,000	2,000	-
ROADWAY IMPACT FEE FUND	45,919	125,000	335,000	86,646	334,384	138,238	(196,762)
CAPITAL FUND	795,765	1,283,626	880,244	528,495	871,964	216,239	(664,005)
TIF #1 (NEW HOPE) FUND	47,048	125,000	335,000	86,646	334,384	149,455	(185,545)
HOTEL/MOTEL TAX FUND	-	-	-	-	-	-	-
POLICE SEIZURE FUND	-	-	-	-	6,543	-	-
LEOSE FUND	1,803	1,800	1,800	1,800	1,767	1,767	-
SPECIAL REVENUE FUND	48,852	126,800	336,800	88,446	342,694	151,222	(185,545)
TOTAL EXPENDITURES	\$ 14,231,417	\$ 17,535,867	\$ 15,903,379	\$ 9,688,372	\$ 15,519,782	\$ 16,554,010	\$ 650,664

"EXEMPLIFYING EXCELLENCE"

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES**

FUND BALANCE SUMMARY (%)

FUND	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED
GENERAL FUND	17.5%	17.3%	16.9%	31.7%	20.3%	14.4%
CAPITAL REPLACEMENT FUND	19.2%	0.0%	2.5%	2.8%	2.5%	0.0%
COURT SECURITY FUND	11.3%	359.2%	769.4%	1086.5%	545.9%	1252.6%
COURT TECHNOLOGY FUND	83.3%	39.6%	-12.8%	178.8%	26.9%	47.1%
STREET IMPROVEMENT FUND	66.9%	38.1%	24.5%	47.1%	29.8%	12.7%
JUVENILE CASE MANAGER FUND	136.1%	140.8%	216.0%	359.1%	221.0%	151.0%
PARK REC/OTHER DONATION FUND	N/A	N/A	N/A	N/A	N/A	N/A
TREE REFORESTATION FUND	N/A	N/A	N/A	N/A	N/A	N/A
UNCLAIMED PROPERTY FUND	N/A	N/A	N/A	N/A	N/A	N/A
GENERAL FUND	25.0%	21.6%	19.6%	36.5%	23.4%	14.2%
GENERAL DEBT SERVICE FUND	0.4%	6.8%	1.0%	0.8%	0.7%	1.0%
WATER/SEWER FUND*	8.4%	-5.2%	2.1%	7.4%	4.2%	7.3%
STORMWATER UTILITY FUND	481.0%	133.0%	314.9%	744.4%	374.4%	94.9%
WATER IMPACT FUND	N/A	25.0%	57.3%	N/A	57.8%	8.6%
SEWER IMPACT FUND	N/A	N/A	N/A	N/A	N/A	108.5%
WATER IMPROVEMENT FUND	N/A	N/A	N/A	N/A	N/A	N/A
WATER/SEWER FUND	23.6%	1.8%	18.0%	38.3%	20.8%	17.3%
EDC4B FUND	22.4%	48.7%	12.9%	19.3%	13.9%	28.4%
EDC4B CAPITAL BOND FUND	N/A	17.8%	217.8%	N/A	N/A	N/A
EDC4B BOND RESERVE FUND	N/A	N/A	N/A	N/A	N/A	N/A
EDC4B FUND	42.8%	64.4%	35.8%	48.4%	34.9%	47.0%
CAPITAL PROJECTS FUND	N/A	4.1%	41.2%	N/A	46.4%	41.2%
CAPITAL BOND FUND	0.0%	0.5%	-0.1%	1.7%	1.6%	N/A
PARK DEDICATION FUND	986.6%	N/A	N/A	120543.2%	120543.2%	N/A
LIBRARY BUILDING FUND	716.3%	574.9%	564.0%	N/A	549.4%	582.4%
ROADWAY IMPACT FEE FUND	N/A	130.1%	31.6%	126.0%	32.6%	4.5%
CAPITAL FUND	46.9%	20.7%	38.9%	67.7%	41.1%	122.9%
TIF #1 (NEW HOPE) FUND	N/A	0.0%	0.0%	N/A	0.0%	0.0%
HOTEL/MOTEL TAX FUND	N/A	N/A	N/A	N/A	N/A	N/A
POLICE SEIZURE FUND	N/A	N/A	N/A	N/A	N/A	N/A
LEOSE FUND	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%
SPECIAL REVENUE FUND	10.8%	11.9%	1.6%	0.0%	0.0%	0.0%
TOTAL FUNDS	24.4%	14.7%	19.0%	34.7%	21.6%	17.0%

"EXEMPLIFYING EXCELLENCE"

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES**

FUND BALANCE SUMMARY (\$)

FUND	FY14-15 ACTUAL	FY15-16 BUDGET	FY15-16 AMENDED	FY15-16 YTD MAY	FY15-16 ESTIMATE	FY16-17 PROPOSED
GENERAL FUND	1,019,123	1,074,473	1,045,776	1,221,093	1,221,093	933,242
CAPITAL REPLACEMENT FUND	38,986	(0)	2,729	2,686	2,686	0
COURT SECURITY FUND	8,185	5,597	11,987	11,082	11,082	14,430
COURT TECHNOLOGY FUND	7,922	6,364	(2,061)	5,537	3,070	2,619
STREET IMPROVEMENT FUND	550,186	428,911	321,247	377,004	377,004	151,168
JUVENILE CASE MANAGER FUND	26,671	15,988	24,522	24,811	24,811	19,141
PARK REC/OTHER DONATION FUND	21,559	26,965	26,069	24,904	24,904	113
TREE REFORESTATION FUND	67,798	67,811	67,816	67,896	67,896	67,976
UNCLAIMED PROPERTY FUND	304	304	304	304	304	304
GENERAL FUND	1,740,732	1,626,412	1,498,388	1,735,318	1,732,850	1,188,993
GENERAL DEBT SERVICE FUND	5,308	92,588	13,754	9,595	9,595	14,279
WATER/SEWER FUND*	340,634	(317,794)	97,162	188,530	188,530	350,590
STORMWATER UTILITY FUND	537,248	351,446	595,866	621,296	621,296	541,965
WATER IMPACT FUND	104,311	42,815	98,151	99,036	99,036	13,279
SEWER IMPACT FUND	46,564	40,638	96,566	96,798	96,798	65,112
WATER IMPROVEMENT FUND	-	-	-	-	-	-
WATER/SEWER FUND	1,028,756	117,105	887,745	1,005,659	1,005,659	970,946
EDC4B FUND	164,460	334,202	92,877	99,198	99,198	228,324
EDC4B CAPITAL BOND FUND	29,444	4,456	54,459	29,524	29,524	29,584
EDC4B BOND RESERVE FUND	119,962	119,977	119,987	120,141	120,141	120,301
EDC4B FUND	313,866	458,635	267,323	248,862	248,862	378,209
CAPITAL PROJECTS FUND	31,340	3,081	31,343	35,242	35,242	31,291
CAPITAL BOND FUND	1	5,206	(489)	7,336	7,336	7,336
PARK DEDICATION FUND	31,286	83,016	194,890	195,280	195,280	209,340
LIBRARY BUILDING FUND	10,147	11,498	11,280	10,989	10,989	11,649
ROADWAY IMPACT FEE FUND	300,683	162,609	105,723	109,154	109,154	6,166
CAPITAL FUND	373,456	265,410	342,746	358,001	358,001	265,782
TIF #1 (NEW HOPE) FUND	0	-	0	0	0	0
HOTEL/MOTEL TAX FUND	-	-	-	-	-	-
POLICE SEIZURE FUND	5,286	15,030	5,287	0	0	0
LEOSE FUND	0	3	0	1	1	1
SPECIAL REVENUE FUND	5,286	15,034	5,287	1	1	1
TOTAL FUNDS	3,467,406	2,575,184	3,015,244	3,357,436	3,354,968	2,818,210
*FUND BALANCE IN TERMS OF WORKING CAPITAL. REPRESENTS TOTAL NET POSITION. BALANCES WATER/SEWER FUND TO CERTIFIED ANNUAL FINANCIAL REPORT (CAFR).						
WATER/SEWER FUND	10,728,066	9,177,403	10,335,004	10,426,372	10,426,372	10,588,432

"EXEMPLIFYING EXCELLENCE"

Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: DECISION ITEMS - D.

I. Subject:

Discuss and consider approval for ratification of property tax rate in FY 2016-2017 adopted budget

II. Originated by:

III. Summary:

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

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

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

I MOVE THAT THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$140,283, WHICH IS A 3.11 PERCENT INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISE FROM PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$191,867.

VIII. Attachments:

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: September 19, 2016

Agenda Item No: DECISION ITEMS (E)

I. SUBJECT

CASE # PZ 16-03 Public hearing and consider approval of a request by Hickman Consulting Engineers for MKP Associates, Inc. for a replat of approximately 5.005 acres at 1209 Swiney Hiatt Rd, being a replat of C C Swiney's Subdivision Lot 1, Kennedale, Tarrant County, to create Falcon Crest Estates Block 1 Lots 1-7.

II. SUMMARY

BACKGROUND AND OVERVIEW

Request	Replat
Applicant	Hickman Consulting for MKP Associates, Inc.
Location	Swiney Hiatt Rd between Joplin and Collett Sublett Rds (see map)
Surrounding Uses	Single-family residential
Surrounding Zoning	Agricultural, R-1 single family residential, R-3 single family residential
Future Land Use Plan Designation	Neighborhood
Staff Recommendation	approve
Planning & Zoning Commission Recommendation	<i>Recommendation will be provided soon</i>

CURRENT STATUS OF PROPERTY

The property is zoned R-2 residential, and no zoning change is proposed. The property is surrounded by other single-family residential uses. Previously, the property was used for one single-family residence.

SURROUNDING PROPERTIES & NEIGHBORHOOD

As stated above, the surrounding properties are all single-family residential.

PLATTING HISTORY

C C Swiney's Subdivision was platted in 1946. This property has remained unchanged (in terms of lot divisions) since that time; many of the other original lots have been subdivided over time..

STAFF REVIEW

The City Council shall approve a plat if it conforms to the comprehensive land use plan and platting regulations.

COMPREHENSIVE LAND USE PLAN

The Future Land Use Plan shows this area as part of a **Neighborhood** character district.

The comprehensive plan states that the Neighborhood character district should be primarily residential in nature.

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

The proposed plat is for residential development as called for in the future land use plan, and the proposed street is not included in the future transportation plan (the city's standard street requirements would therefore apply).

The replat conforms to the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

City staff and the city's engineers reviewed the plat for compliance with the city's regulations for replats. Revisions to the first submitted plat and associated plans were required, in particular for meeting drainage requirements. The applicant has made the required revisions.

PLANNING REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR PLAT DRAWINGS. The replat drawing meets the technical requirements for replat drawings.

ZONING DISTRICT LOT REQUIREMENTS. The proposed plat meets the requirements of the R-2 single family residential zoning district.

SUBDIVISION REGULATIONS & PUBLIC WORKS DESIGN MANUAL

PLANS REQUIRED. All required plans were submitted by the applicant. The plans have been reviewed by Public Works Department staff and the city engineers and have been approved, except for a few minor items that do not require revision prior to plat approval. Staff considers the plan requirement to

be met by the applicant.

STAFF RECOMMENDATION

Based on the above analysis, staff recommends approval of the replat

RECOMMENDATION BY THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered this replat during its meeting on September 15th. The Commission held a public hearing, during which two of the owners of adjacent property asked about drainage. After getting additional information from the applicant about drainage plans, the Commission voted to approve the replat.

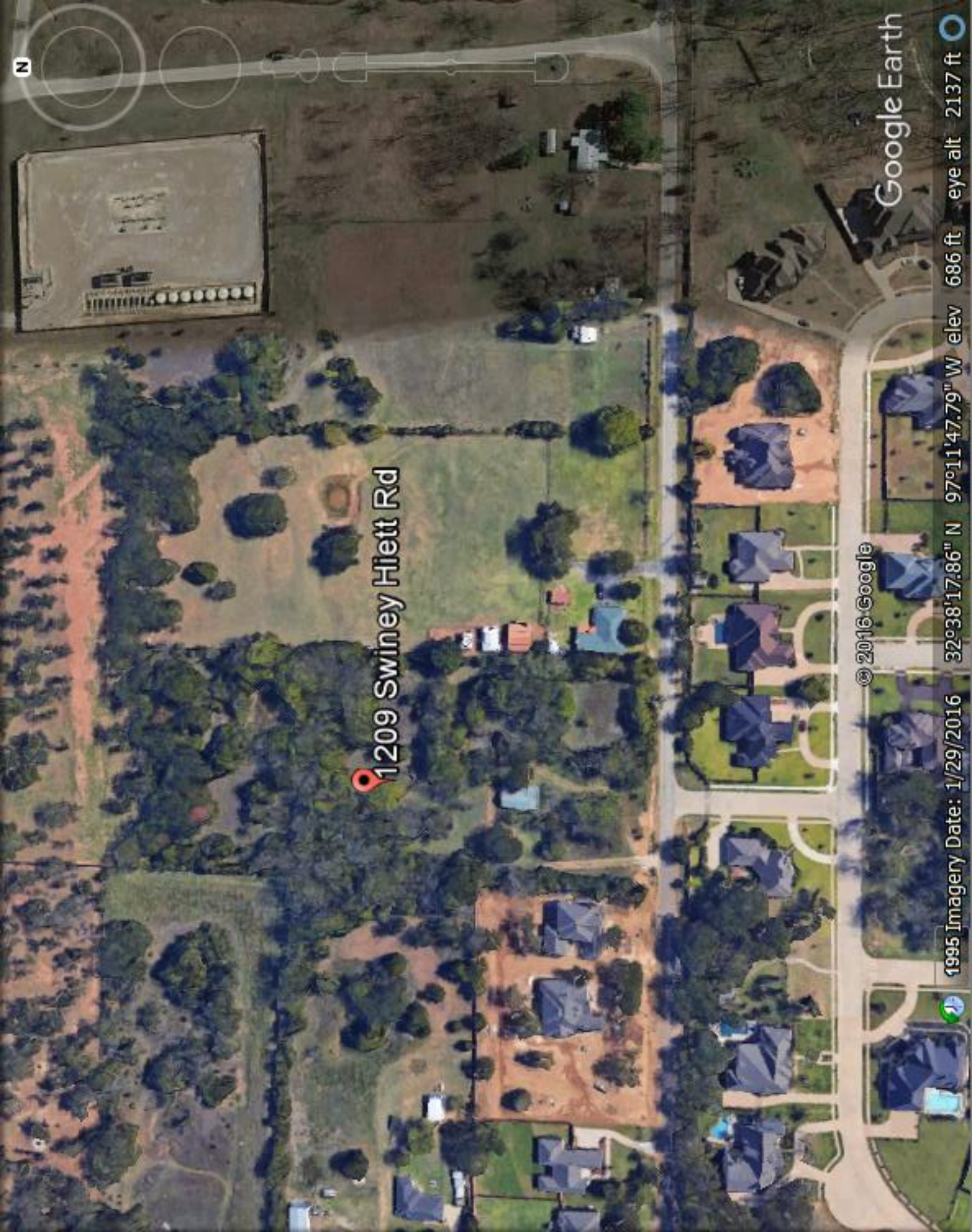
ACTION BY THE CITY COUNCIL

The City Council may approve or deny requests for replats. If the plat meets all city requirements and conforms to the comprehensive land use plan, the city is required to approve it.

Approval: Based on the information presented, I find that the request meets city requirements [if applicable: and is in compliance with the comprehensive land use plan] and make a motion to approve Case PZ 16-03.

Deny: Based on the information presented, I find that the proposed use does not meet [list standards or requirements not met] and make a motion to deny Case PZ 16-03.

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1209 Swiney Hiatt Rd

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Google Earth

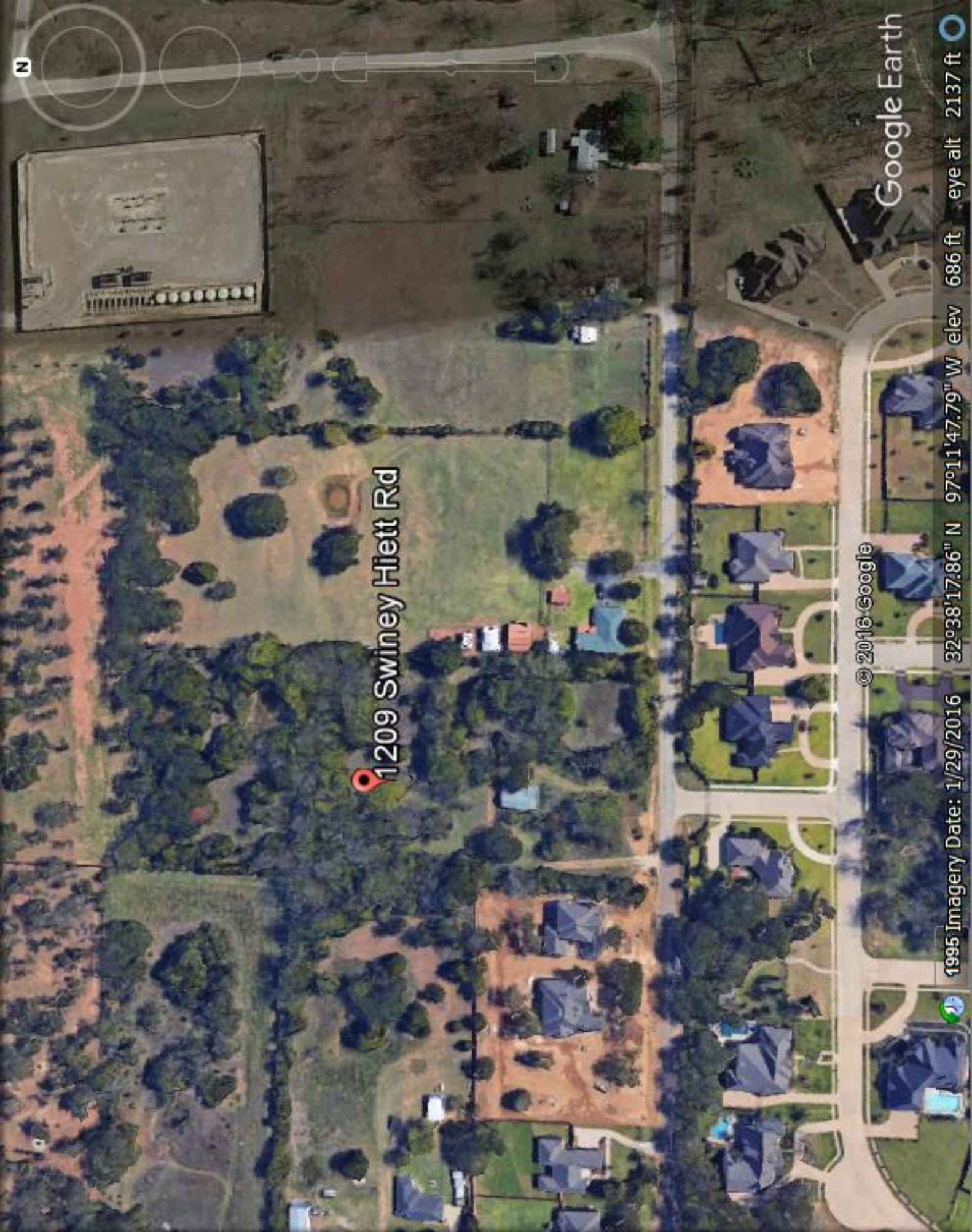
1995 Imagery Date: 1/29/2016

32°38'17.86" N

97°11'47.79" W

elev 686 ft

eye alt 2137 ft



1209 Swiney Hiatt Rd

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1995 Imagery Date: 1/29/2016

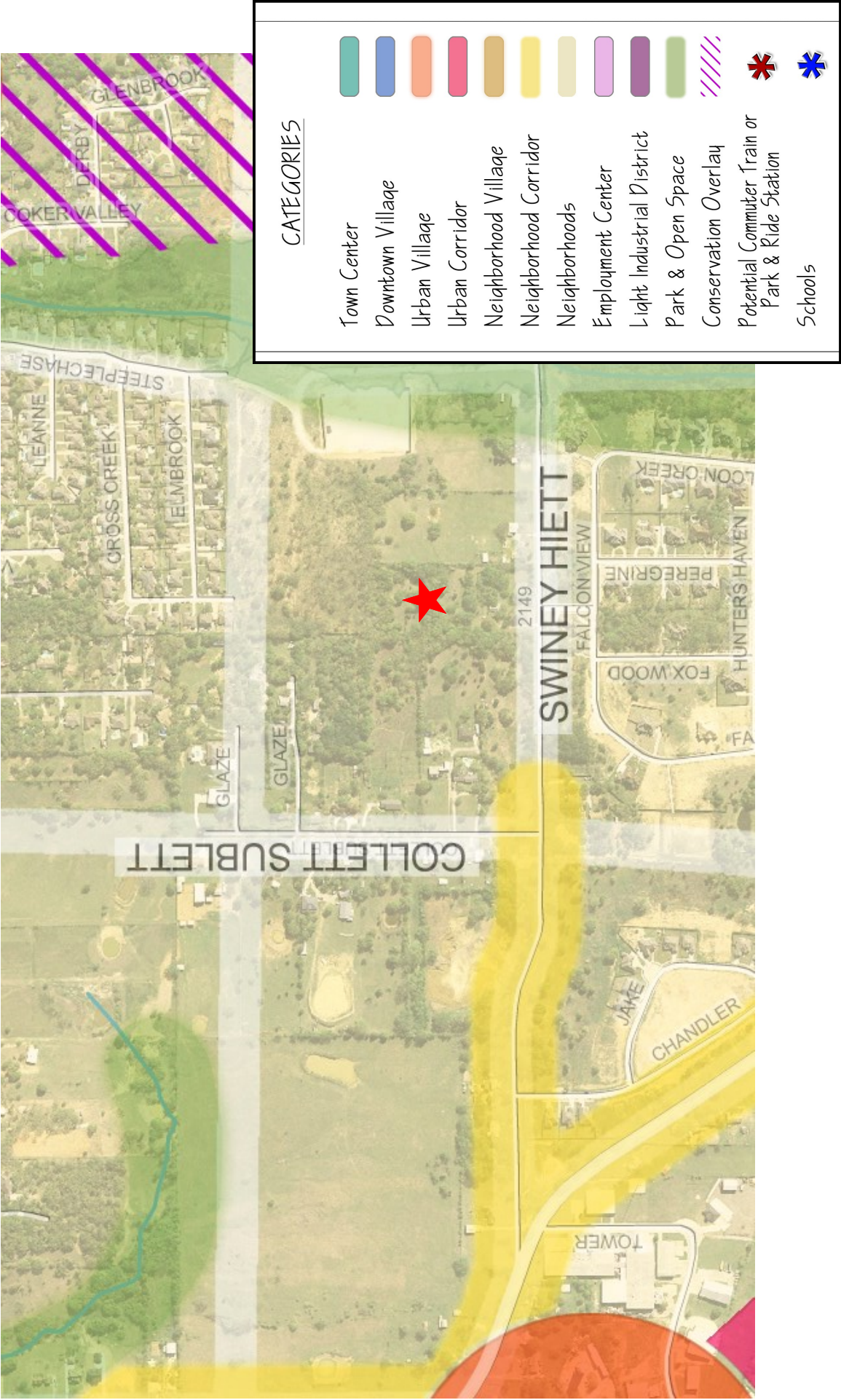
32°38'17.86" N

97°11'47.79" W

elev 686 ft

eye alt 2137 ft

PZ 16-03: Future Land Use Map



Property owners notified: PZ 16-03

Owner_Name_Last	Owner_Name_First	Owner_Addr	Owner_City	Owner_Zip
Berry	James A & Patricia	136 Collett Sublett Rd	Kennedale, TX	76060
Bowerman Oil & Gas Inc		PO Box 171199	Arlington, TX	76003
Ellis	Mark & Heather	1209 Falcon View Dr	Kennedale, TX	76060
Falcon Wood Estates Inc		1308 Canterbury Ct	Arlington, TX	76013
Faulkner	Dennis L	1217 Swiney Hiatt Rd	Kennedale, TX	76060
Summit Building & Development Inc		1375 Gilman Rd	Fort Worth, TX	76140
Joines	Martin B & Karen	1217 Falcon View Dr	Kennedale, TX	76060
Current Owner		1177 Swiney Hiatt Rd	Kennedale, TX	76060
Roessler	Robert W & Tambrea	1157 Falcon View Dr	Kennedale, TX	76060
Russell	Taryn	1811 Swiney Hiatt Rd	Kennedale, TX	76060
Schwind	Patrick & Tiffany	PO Box 603	Kennedale, TX	76060
Templin	Marion Eva	PO Box 274	Kennedale, TX	76060
Williams	Courtney & Jay	206 Collett Sublett Rd	Kennedale, TX	76060
Watson	Rick A & Lea Ann	1211 Falcon View Dr	Kennedale, TX	76060
Watt	John & Margaret	1161 Falcon View Dr	Kennedale, TX	76060

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: September 15, 2016

Agenda Item No: DECISION ITEMS (F)

I. SUBJECT

CASE # PZ 16-11 Public Hearing to receive public comments and consider approval of a request by Ashton Holdings for a replat of approximately 0.988 acres at 408 3rd St, being a replat of Soto Addition Block 1 Lot 1R, Kennedale, Tarrant County, to create Soto Addition Lot 1R-1 and 1R-2.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Replat 1 lot into 2 lots
Applicant	Ashton Holdings
Location	3 rd Street (Old Town) near intersection with Corry A Edwards Dr
Surrounding Uses	Single family residential; park; civic uses; multi-family (duplex, quadplex)
Surrounding Zoning	Old Town sub-districts 2 and 3
Future Land Use Plan Designation	Downtown Village
Staff Recommendation	Approve
Planning & Zoning Commission recommendation	<i>Recommendation will be provided soon</i>

CURRENT STATUS OF PROPERTY

The property has been vacant for some time, except for some outbuildings that have recently been removed. It has been subject to drainage problems, which will be addressed as required by code through development of the property. The drainage issues on this property originate elsewhere in the neighborhood, and replatting is not expected to exacerbate existing conditions. In the meantime, the city's storm water staff is aware of the problem and is working with the city engineers to determine a solution.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The properties surrounding it are primarily single family residential, but there are duplex and quadplex residences located nearby. Old Town is an older neighborhood, with many of the nearby lots being larger than required by the zoning district regulations.

STAFF REPORT TO THE MAYOR & CITY COUNCIL

PLATTING HISTORY

The property was platted as Soto Addition Block 1 Lot 1R in 1996.

STAFF REVIEW

The City Council shall approve a plat if it conforms to the comprehensive land use plan and platting regulations.

COMPREHENSIVE LAND USE PLAN

The Future Land Use Plan shows this area as part of the Downtown Village character district.

The comprehensive plan states that the Downtown Village character district should be based on the original downtown street grid and block pattern. Uses should include a relatively dense mix of residences and businesses. The village should be easily accessible by pedestrians from the Towncenter and nearby.

The proposed replat preserves the existing block pattern. The street on which the proposed lots front, 3rd Street, has a 50-foot right-of-way, in compliance with the future transportation plan portion of the comprehensive land use plan. The proposed lots are for residential purposes, which also conforms to the comprehensive plan.

The replat complies with the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

In addition to compliance with the comprehensive land use plan, plats must also be in compliance with applicable city regulations in order to be approved.

PLANNING REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR PLAT DRAWINGS. The plat drawing meets the technical requirements for replats.

ZONING DISTRICT LOT REQUIREMENTS. The proposed plat meets the requirements of the Old Town sub-district 2 zoning district.

SUBDIVISION REGULATIONS & PUBLIC WORKS DESIGN MANUAL

PLANS REQUIRED. No plans were required by the Public Works Department or the city engineers.

STAFF REPORT TO THE MAYOR & CITY COUNCIL

STAFF RECOMMENDATION

Based on the above analysis, staff recommends approval of the replat.

ACTION BY THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered this replat during its meeting on September 15th. The Commission held a public hearing, during which several owners of nearby property expressed concern about drainage. After noting the residents' concerns and stating that they would forward their comments to city staff, the Commission's voted to recommend approval.

ACTION BY THE CITY COUNCIL

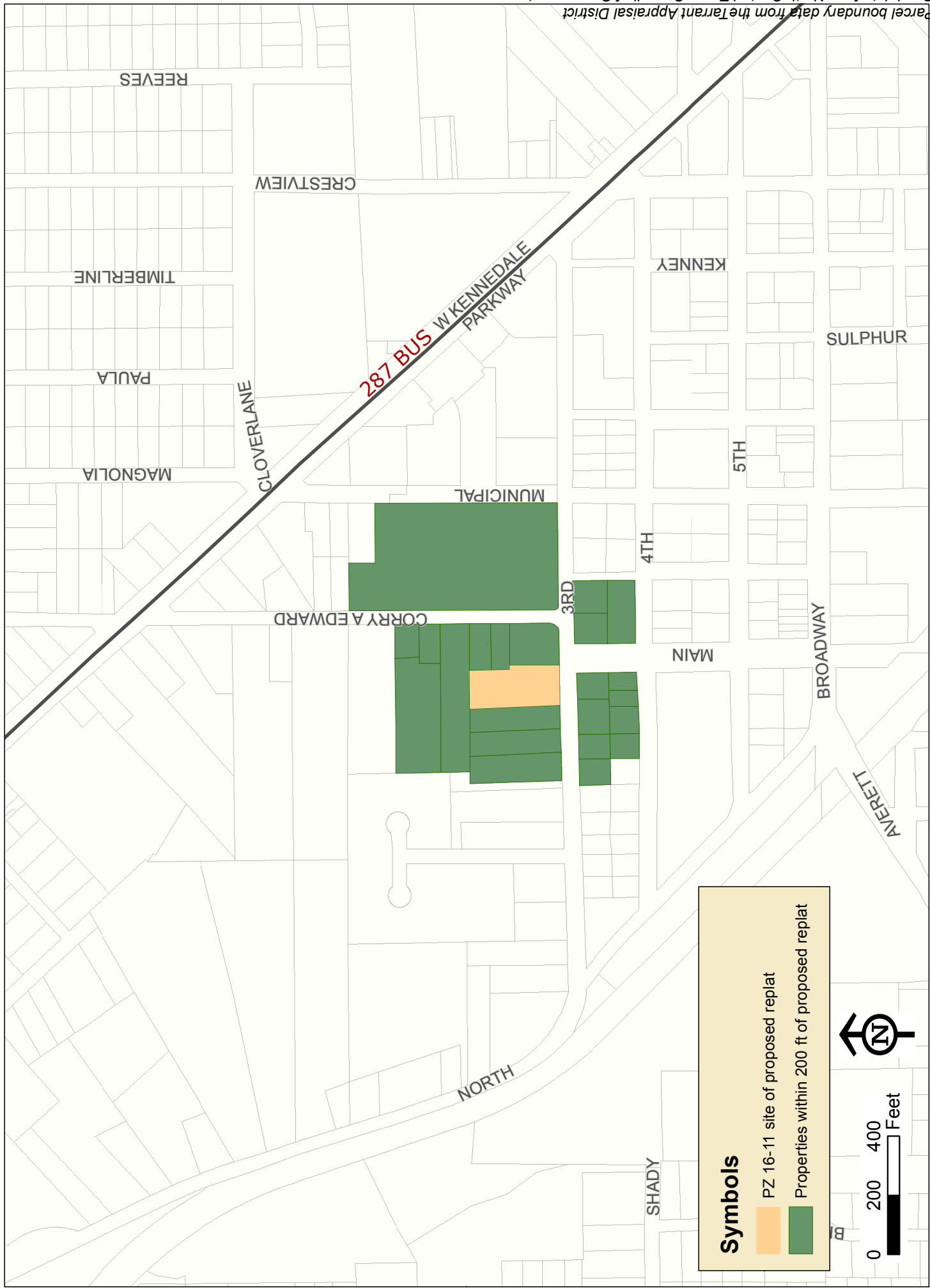
The City Council may approve or deny the replat. If the plat conforms to the comprehensive land use plan and meets all requirements for plats, the city must approve the plat.

Sample motions are provided below (note: you are not required to use one of these motions).

Approval: Based on the information presented, I find that the replat meets city requirements and conforms to the comprehensive land use plan. I make a motion to approve Case PZ 16-11.

Deny: Based on the information presented, I find that the proposed use does not meet [list standards or requirements not met] and make a motion to deny Case PZ 16-11.

PZ 16-11 site of proposed replat





2

408 W 3rd St

© 2016 Google

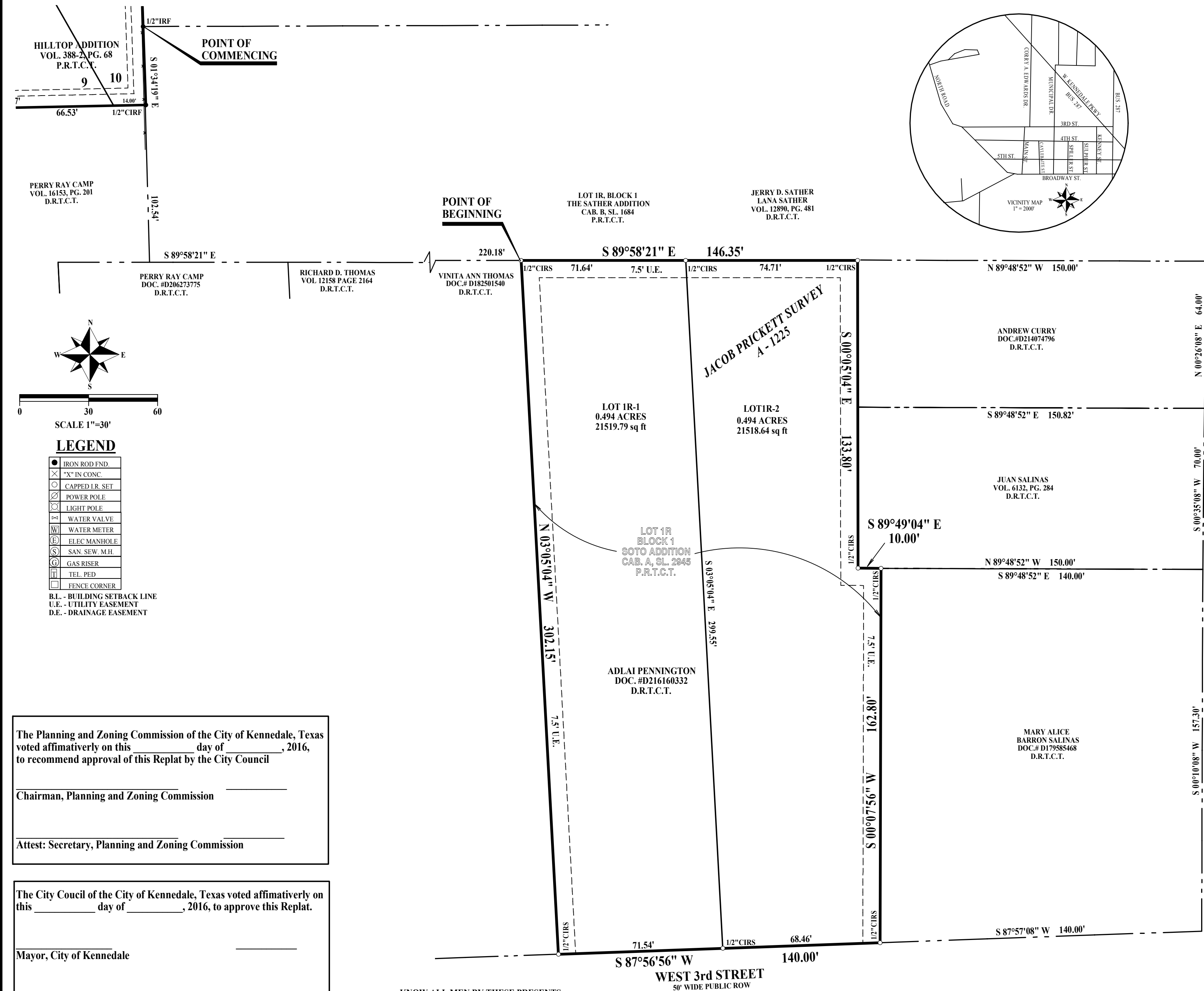
Google Earth



1995

32°38'50.57" N 97°13'35.89" W elev 643 ft eye alt 1918 ft

CATEGORIES	
Town Center	
Downtown Village	
Urban Village	
Urban Corridor	
Neighborhood Village	
Neighborhood Corridor	
Neighborhoods	
Employment Center	
Light Industrial District	
Park & Open Space	
Conservation Overlay	
Potential Commuter Train or Park & Ride Station	
Schools	



PROPERTY DESCRIPTION

BEING an 0.988 acre tract of land out of the Jacob Prickett Survey, Abstract No. 1225, situated in the City of Kennedale, Tarrant County, Texas, and being all of that certain tract of land described in deed to Adlai Pennington, recorded in Document Number D216160332, Deed Records, Tarrant County, Texas and also being all of Lot 1R, Block 1 of Soto Addition, an addition to the City of Kennedale, Tarrant County, Texas, recorded in Cabinet A, Slide 2945, Plat Records, Tarrant County, Texas. The bearings for this description are based on the bearing of the south line of Lot 1, Hilltop Addition, as recorded in Volume 388-2, Page 68, Plat Records, Tarrant County, Texas. Said 0.988 acres being described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of a certain tract of land described in deed to Jerry D. Sather and Lana Sather, recorded in Volume 12890, Page 481, Deed Records, Tarrant County, Texas;

THENCE South 01°34'19" East, along the west line of said Sather tract, a distance of 102.54 Feet to the southwest corner of said Sather tract;

THENCE South 89°58'21" East, departing said west line and continuing along the south line of said Sather tract, a distance of 220.18 feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the northwest corner of said Lot 1R and for the POINT OF BEGINNING;

THENCE South 89°58'21" East, along the north line of said Lot 1R and continuing along said south line, a distance of 146.35 Feet to a 1/2" iron rod with plastic cap stamped "RPLD 4818" set for the northeast corner of said Lot 1R;

THENCE departing said north and south lines and continuing along the east line of said Lot 1R, the following courses and distances;

South 00°05'04" East, distance of 133.80 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 89°49'04" East, a distance of 10.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 00°07'56" West, a distance of 162.80 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the southeast corner of said Lot 1R and in the north right of way line of West 3rd Street, a variable width public right of way;

THENCE South 87°56'56" West, departing said west line and continuing along the south line of said Lot 1R and said north right of way line, a distance of 140.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the southwest corner of said Lot 1R;

THENCE North 03°05'04" West, departing said south line and said north right of way line and continuing along the west line of said Lot 1R, a distance of 302.15 Feet to the POINT OF BEGINNING and containing a computed area of 0.988 Acres, more or less.

KNOW ALL MEN BY THESE PRESENTS:

That, I, Adlai Pennington do hereby certify that I am the legal owner of the above described tract of land and do hereby convey to the public for public use; the streets, alleys, rights-of-way, easements, and any other public areas shown on this plat.

Adlai Pennington Owner

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Adlai Pennington, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

Given under my hand and seal of office
this _____ day of _____, 2016

NOTARY PUBLIC in and for the State of Texas
My Commission Expires: _____

CORRY A. EDWARDS DR.
50' R.O.W.

REPLAT
OF
LOT 1R-1 AND 1R-2
BLOCK 1
SOTO ADDITION
BEING
0.988 ACRES
43,038.43 SQ. FT.

OUT OF THE
JACOB PRICKETT SURVEY, ABSTRACT NO. 1225,
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS,
AND BEING A REPLAT OF LOT 1R, BLOCK 1 OF SOTO
ADDITION, AS RECORDED IN CABINET A, SLIDE 2945,
PLAT RECORDS, TARRANT COUNTY, TEXAS.

OWNER
ADLAI PENNINGTON
1375 GILMAN RD
FORT WORTH TX 76140

SURVEYOR:
WHITFIELD - HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 560-2916
CONTACT: JOHNNY WILLIAMS

WHITFIELD - HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 560-2916

- NOTES:
- THE BEARINGS FOR THIS SURVEY ARE CORRELATED TO THE TEXAS STATE PLANE SYSTEM NAD 83 TEXAS NORTH CENTRAL ZONE (4202), OSERVATIONS TAKEN ON FEBRUARY 5, 2015.
 - NO PORTION OF THIS SITE IS WITHIN AN EXISTING 100 YEAR FLOOD PLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 48439C0340 K, MAP REVISED SEPTEMBER 25, 2009.
 - BUILDING SETBACKS:
FRONT YARD = 20' MIN.
BACK YARD = 30' MIN.
SIDE YARD = 5' MIN.

KNOW ALL MEN BY THESE PRESENTS:

That I, Johnny D. L. Williams, 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 - FOR REVIEW ONLY
NOT TO BE FILED FOR ANY REASON
JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818
TBPLS FIRM REG. NO. 10138500
Phone Number: 817-560-2916

09/07/2016
Date



THIS PLAT RECORDED IN INSTRUMENT NUMBER _____, DATE _____, 2016

TBPLS FIRM REG. NO. 10138500

JOB # 16-105

PCS 2016/16-105 SOTA ADDITION/16-105 REPLAT LOT 1R.PCS

Property owners notified

Owner_Last_Name	Owner_First_Name	Owner_Addr	Owner_City
BOYD	ALICE LOREE	321 W 3RD ST	KENNEDALE, TX
BRAY	KENNETH J ETAL	PO BOX 1715	ALEDO, TX
CAMP	PERRY RAY	4900 MARBLE FALLS RD	FORT WORTH, TX
CHAVEZ	DOMINGO	412 W 4TH ST	KENNEDALE, TX
CRAWFORD	CAROLE JEAN	424 W 4TH ST	KENNEDALE, TX
JOBLON	HAYLEY & CHRISTOPHER	417 CORRY A EDWARDS DR	KENNEDALE, TX
GONZALES	EDWARD M	320 W 4TH ST	KENNEDALE, TX
GONZALES	PAUL	400 W 4TH ST	KENNEDALE, TX
GONZALEZ	DOMINGO	429 CORRY A EDWARDS DR	KENNEDALE, TX
KENNEDALE	CITY OF	405 MUNICIPAL DR	KENNEDALE, TX
KEYES	CORNELIUS M ETAL	25474 VIA ESCOVAR	VALENCIA, CA
LEACH	RAMONA R	401 W 3RD ST	KENNEDALE, TX
RHODES	KELLY N	421 W 3RD ST	KENNEDALE, TX
SALINAS	MARY ALICE BARRON	405 CORRY A EDWARDS DR	KENNEDALE, TX
SALINAS	JUAN	405 CORRY A EDWARDS DR	KENNEDALE, TX
SALINS	RACHEL A	329 W 3RD ST	KENNEDALE, TX
SATHER	JERRY D	421 CORRY A EDWARDS DR	KENNEDALE, TX
SATHER	JERRY D	421 CORRY A EDWARDS DR	KENNEDALE, TX
PENNINGTON	ADLAI		
THOMAS	RICHARD D	416 W 3RD ST	KENNEDALE, TX
THOMAS	VINITA ANN	412 W 3RD ST	KENNEDALE, TX
VILLAIRES	SEAN	500 HILLSIDE DR	KENNEDALE, TX
WISE	RICHARD	417 W 3RD ST	KENNEDALE, TX

Owner_Zip	Owner_Zip4
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76060	2203
76008	1715
76103	1220
76060	2215
76060	2215
76060	4436
76060	2213
76060	2215
76060	
76060	2249
91355	2914
76060	
76060	2205
76060	4436
76060	4436
76060	2203
76060	4436
76060	4436
	2230
76060	2204
76060	
76060	2607
76060	2205

Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: DECISION ITEMS - G.

I. Subject:

Consider approval of Ordinance 608 repealing Ordinance 589 water and sanitary sewer rates for service

II. Originated by:

III. Summary:

Ordinance 608 has been placed on the agenda based upon direction during the last city council meeting. Ordinance 608 would repeal the existing rates established in ordinance 589 adopted in January 2016. The annualized revenue loss from the repeal of the rates is approximately \$2 million. An alternative rate ordinance (ordinance 611) based on the recommendations of the water wastewater rate review committee has also been placed on the agenda for consideration. A \$2 million revenue reduction will result in a 38% reduction in the water and wastewater fund and/or a 12% in the total city budget. A budget review and amendments will be necessary in October to implement the old rate structure.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 608	Ordinance 608.pdf
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ORDINANCE NO. 608

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, REPEALING THE RATES FOR WATER SERVICE AND SANITARY SEWER SERVICE ADOPTED IN ORDINANCE NUMBER 589 AND REVISING THE RATES FOR WATER SERVICE AND SANITARY SEWER SERVICE; PROVIDING A DISCOUNT FOR QUALIFYING SENIOR CITIZENS AND DISABLED PERSONS; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING AN EFFECTIVE DATE FOR THE RATES CONTAINED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas 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 of Kennedale has adopted ordinances establishing rates for water service and sanitary sewer service within and outside the city limits of Kennedale in compliance with Sections 23-52 and 23-79 of the Code of Ordinances of the City of Kennedale; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Kennedale to adopt a revised rate schedule in accordance with the provisions of Section 23-52 and 23-79 of the Code of Ordinances of the City of Kennedale.

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

SECTION 1. REPEAL OF WATER AND SEWER RATES

The rates for water and sanitary sewer service established in Ordinance No. 589, adopted January 18, 2016, are hereby repealed.

SECTION 2. WATER RATES

In accordance with the provisions of Section 23-52 of the Code of Ordinances of the City of Kennedale, the following rate schedule is hereby adopted for monthly residential and commercial water usage. The total monthly charge shall be based on a base rate plus a volume charge.

A. For service within the city limits:

1. Base Rate:

METER SIZE	BASE RATE RESIDENTIAL	BASE RATE COMMERCIAL	BASE RATE SENIOR/DISABLED	MULTIPLE RESIDENTIAL UNITS ON SINGLE METER
¾"	\$13.87	\$13.87	\$13.87	\$13.87/Per Unit
1"	\$23.17	\$23.17	\$23.17	\$13.87/Per Unit
1.5"	\$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

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

2. Volume Charge:

VOLUME	RESIDENTIAL RATE	COMMERCIAL RATE	SENIOR/DISABLED RATE
First 5000 Gallons	\$2.79 Per 1000 Gallons	\$2.78 Per 1000 Gallons	\$2.79 Per 1000 Gallons
5001 – 50,000 Gallons	\$5.27 Per 1000 Gallons	\$5.27 Per 1000 Gallons*	\$5.27 Per 1000 Gallons
Over 50,000 Gallons	\$6.19 Per 1000 Gallons	\$5.27 Per 1000 Gallons*	\$6.19 Per 1000 Gallons

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

Note: 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.

B. For service outside the city limits:

1. Base Rate:

METER SIZE	BASE RATE RESIDENTIAL	BASE RATE COMMERCIAL	BASE RATE SENIOR/DISABLED	MULTIPLE RESIDENTIAL UNITS ON SINGLE METER
¾"	\$27.75	\$27.75	N/A	\$27.75/Per Unit
1"	\$46.33	\$46.33	N/A	\$27.75/Per Unit
1.5"	\$92.38	\$92.38	N/A	\$27.75/Per Unit
2"	\$147.85	\$147.85	N/A	\$27.75/Per Unit
3"	\$323.75	\$323.75	N/A	\$27.75/Per Unit
4"	\$582.58	\$582.58	N/A	\$27.75/Per Unit

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

2. Volume Charge:

VOLUME	RESIDENTIAL RATE	COMMERCIAL RATE	SENIOR/DISABLED RATE
First 5000 Gallons	\$5.58 Per 1000 Gallons	\$5.58 Per 1000 Gallons	N/A
5001 – 50,000 Gallons	\$10.54 Per 1000 Gallons	\$10.54 Per 1000 Gallons*	N/A
Over 50,000 Gallons	\$12.38 Per 1000 Gallons	\$10.54 Per 1000 Gallons*	N/A

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

Note: 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.

SECTION 3. SEWER RATES

In accordance with the provisions of Section 23-79 of the Code of Ordinances of the City of Kennedale, the following rate schedule is hereby adopted for monthly residential and commercial sewer usage:

A. For service within the city limits:

	RESIDENTIAL	COMMERCIAL	SENIOR/DISABLED RATE
Minimum Base Rate	\$17.19	\$28.64	\$17.19*
Volume	\$4.09 Per 1000 Gallons	\$4.48 Per 1000 Gallons	\$4.09 Per 1000 Gallons

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

B. For service outside the city limits:

	RESIDENTIAL	COMMERCIAL	SENIOR/DISABLED RATE
Minimum Base Rate	\$34.37	\$57.28	N/A
Volume	\$8.17 Per 1000 Gallons	\$8.95 Per 1000 Gallons	N/A

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

SECTION 4. CREDIT

Qualifying senior citizens and disabled individuals are eligible to receive a credit on the residential water rates and sewer rates as set forth in this ordinance.

- A. A qualifying senior citizen is defined as an individual 60 years of age and older, verified by a photo identification and/or birth certificate, who applies for the discount and meets the following criteria:
 - 1. Must reside on property located within the corporate city limits of the City of Kennedale and present proof of residency, photo identification, and a current electric bill; and
 - 2. Must provide proof of annual household income, inclusive of all household residents, by submitting a Federal income tax return and/or benefit letter from the Social Security Administration. The annual household income must not exceed \$32,000; and
 - 3. Must sign an affidavit verifying the accuracy of all information provided to the City to obtain the discount and agree to reimburse the City if any of the submitted information is found to be false.
- B. A qualifying disabled individual is defined as anyone whose disability is subject to verification by Tarrant County Appraisal District and/or Social Security Administration or Veterans Administration, who applies for the credit and meets the following criteria:
 - 1. Must reside on property located within the corporate city limits of the City of Kennedale and present proof of residency, photo identification, and a current electric bill; and
 - 2. Must sign an affidavit verifying the accuracy of all information provided to the City to obtain the discount and agree to reimburse the City if any of the submitted information is found to be false.
- C. Qualifying senior citizens or disabled individuals may only apply the credit on water rates and sewer rates to one residence in the City of Kennedale. All recipients of the discount must apply and complete an affidavit for the discount. Should a qualifying spouse become deceased, the surviving spouse will continue to receive the discount until the end of the fiscal year, which spans from October to the following September.
- D. If any of the submitted information in an application for a credit on the residential water rates and sewer rates established by this ordinance is found to be false, the individual who received the discount shall be required to reimburse the City for the amount of discount wrongfully received.

SECTION 5. PENALTY

Providing and/or verifying false information presented to the City for purposes of obtaining a discount pursuant to this ordinance is hereby declared a misdemeanor. A person convicted of verifying and/or providing false information to obtain a discount on water rates or sewer rates shall be punished by a fine not exceeding two hundred dollars (\$200.00).

SECTION 6. RATE EFFECTIVE DATE

The rates established in this ordinance shall become effective upon entering the rates in the City's water and sewer billing system, or December 28, 2016, whichever occurs first.

SECTION 7. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all other ordinances of the City of Kennedale, and shall not repeal any of the provision of such ordinances except in those instances when provisions of such ordinances are in direct conflict with the provisions of this ordinance, in which the event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. 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 9. PUBLICATION CLAUSE

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale, the caption, Section 5 and effective date clause of this Ordinance one (1) time within ten (10) days after the first reading of this Ordinance as required by the Charter of the City of Kennedale.

SECTION 10. SAVINGS CLAUSE

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the Code of Ordinances of the City of Kennedale, as amended, or any other ordinance regarding the regulation of water and sewer rates 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 11. 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 ON THIS THE 19TH DAY OF SEPTEMBER 2016.

CITY OF KENNEDALE:

Brian P. Johnson, Mayor

Leslie Galloway, City Secretary

Approved as to Form and Legality:

Wayne Olson, City Attorney



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: DECISION ITEMS - H.

I. Subject:

Public Hearing to consider approval of Ordinance 611 approving the adoption of water and sanitary sewer service rates as recommended by the rate committee

1. Staff presentation
2. Public Hearing
3. Staff response and summary
4. Action by the City Council

II. Originated by:

III. Summary:

Based on the new Water/Wastewater Rate Review Committee's recommendations adopt new rates that lower the impact to our residents. Other recommendations are presented that do not affected the rates but are recommendations and suggestions to change other areas.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 611	Ordinance 611.pdf
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ORDINANCE NO. 611

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, REVISING THE RATE FOR WATER SERVICE AND SANITARY SEWER SERVICE; PROVIDING A DISCOUNT FOR QUALIFYING SENIOR CITIZENS AND DISABLED PERSONS; PROVIDING AN EFFECTIVE DATE FOR THE RATES CONTAINED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR PROVIDING FALSE INFORMATION TO OBTAIN A DISCOUNT ON WATER OR SEWER RATES; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas 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 Council has adopted ordinances establishing rates for water service and sanitary sewer service within and outside the city limits of Kennedale in compliance with Sections 23-52 and 23-79 of the Code of Ordinances of the City of Kennedale; and

WHEREAS, the City of Kennedale, Texas has conducted a public hearing following the investigation and review of rates by a citizens committee in order to determine the level of funding necessary to operate the water and sewer system; and

WHEREAS, in accordance with the provisions of Sections 23-52 and 23-79 of the Code of Ordinances of the City of Kennedale, the City Council has determined that it is in the best interests of the City of Kennedale to appropriate money to meet the funding requirements necessary to operate the water and sewer system by adopting a revised rate schedule as provided herein.

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

SECTION 1. WATER RATES

In accordance with the provisions of Section 23-52 of the Code of Ordinances, the City Council hereby adopts water rates necessary to fund the expenditures necessary to operate and maintain the water system and for payment of debt related to the provision of such service. The following rate schedule is hereby adopted for monthly residential and commercial water usage. The total monthly charge shall include a base rate plus a volume charge for water usage.

A. For service within the city limits:

1. Base Rate:

METER SIZE	BASE RATE RESIDENTIAL	BASE RATE COMMERCIAL/ INDUSTRIAL	BASE RATE SENIOR/DISABLED	MULTIPLE RESIDENTIAL UNITS ON SINGLE METER
3/4"	\$34.50	\$34.50	\$34.50	\$34.50/Per Unit
1"	\$57.50	\$57.50	\$57.50	\$34.50/Per Unit
1.5"	\$115.00	\$115.00	\$115.00	\$34.50/Per Unit
2"	\$184.00	\$184.00	\$184.00	\$34.50/Per Unit
3"	\$368.00	\$368.00	\$368.00	\$34.50/Per Unit
4"	\$575.00	\$575.00	\$575.00	\$34.50/Per Unit

*For senior/disabled rate, a credit of \$12.50 per month/billing cycle will apply towards the applicable meter size for water service.

2. Volume Charge:

VOLUME	RESIDENTIAL RATE	COMMERCIAL/ INDUSTRIAL RATE	SENIOR/DISABLED RATE
First 5,000 Gallons	\$2.00 Per 1000 Gallons	\$2.85 Per 1000 Gallons	\$2.00 Per 1000 Gallons
5,001-20,000 Gallons	\$5.35 Per 1000 Gallons	\$5.30 Per 1000 Gallons	\$5.35 Per 1000 Gallons
20,001-50,000 Gallons	\$6.37 Per 1000 Gallons	\$6.94 Per 1000 Gallons	\$6.37 Per 1000 Gallons
Over 50,000 Gallons	\$8.06 Per 1000 Gallons	\$6.94 Per 1000 Gallons*	\$8.06 Per 1000 Gallons

*For commercial rate, 3RD and 4TH tier volume charge is the same.

Note: 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.

B. For service outside the city limits:

1. Base Rate:

METER SIZE	BASE RATE RESIDENTIAL	BASE RATE COMMERCIAL/ INDUSTRIAL	BASE RATE SENIOR/DISABLED	MULTIPLE RESIDENTIAL UNITS ON SINGLE METER
3/4"	\$51.75	\$51.75	\$51.75	\$51.75/Per Unit
1"	\$86.25	\$86.25	\$86.25	\$51.75/Per Unit
1.5"	\$172.50	\$172.50	\$172.50	\$51.75/Per Unit
2"	\$276.00	\$276.00	\$276.00	\$51.75/Per Unit
3"	\$552.00	\$552.00	\$552.00	\$51.75/Per Unit
4"	\$862.50	\$862.50	\$862.50	\$51.75/Per Unit

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

2. Volume Charge

VOLUME	RESIDENTIAL RATE	COMMERCIAL/ INDUSTRIAL RATE	SENIOR/DISABLED RATE
First 5,000 Gallons	\$2.00 Per 1000 Gallons	\$2.85 Per 1000 Gallons	\$2.00 Per 1000 Gallons
5,001-20,000 Gallons	\$5.35 Per 1000 Gallons	\$5.30 Per 1000 Gallons	\$5.35 Per 1000 Gallons
20,001-50,000 Gallons	\$6.37 Per 1000 Gallons	\$6.94 Per 1000 Gallons	\$6.37 Per 1000 Gallons
Over 50,000 Gallons	\$8.06 Per 1000 Gallons	\$6.94 Per 1000 Gallons*	\$8.06 Per 1000 Gallons

*For commercial rate, 3RD and 4TH tier volume charge is the same.

Note: 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.

SECTION 2. SEWER RATES

In accordance with the provisions of Section 23-79 of the Code of Ordinances, the City Council hereby adopts sewer rates necessary to fund the expenditures necessary to operate and maintain the sewer system and for payment of debt related to the provision of such service. The following rate schedule is hereby adopted for monthly residential and commercial sewer usage. The total monthly charge shall include a base rate plus a volume charge based on water usage.

A. For service within the city limits:

	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	SENIOR/DISABLED RATE
Min. Base Rate	\$45.00	\$60.72	\$60.72	\$45.00*
Volume	\$2.90/1000 Gallons	\$6.72/1000 Gallons	\$4.50/1000 Gallons	\$2.90/1000 Gallons

*For senior/disabled rate, a credit of \$12.50 per month/billing cycle will apply towards the applicable meter size for water service.

B. For service outside the city limits:

	RESIDENTIAL	COMMERCIAL/ INDUSTRIAL	SENIOR/DISABLED RATE
Minimum Base Rate	\$67.50	\$60.72	N/A
Volume	\$4.36 Per 1000 Gallons	\$10.08 Per 1000 Gallons	N/A

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

SECTION 3. CREDIT

Qualifying senior citizens and disabled individuals are eligible to receive a credit on the residential water rates and sewer rates as set forth in this ordinance.

- A. A qualifying senior citizen is defined as an individual **60 years of age and older**, verified by a photo identification and/or birth certificate, who applies for the discount and meets the following criteria:
 - 1. Must reside on property located within the corporate city limits of the City of Kennedale and present proof of residency, photo identification, and a current electric bill; and
 - 2. Must provide of annual household income, inclusive of all household residents, by submitting a Federal income tax return and/or benefit letter from the Social Security Administration. **The annual household income must not exceed \$32,000**; and
 - 3. Must sign an affidavit verifying the accuracy of all information provided to the City to obtain the discount and agree to reimburse the City if any of the submitted information is found to be false.
- B. A qualifying disabled individual is defined as anyone whose disability is subject to verification by Tarrant County Appraisal District and/or Social Security Administration or Veterans Administration, who applies for the credit and meets the following criteria:
 - 1. Must reside on property located within the corporate city limits of the City of Kennedale and present proof of residency, photo identification, and a current electric bill; and
 - 2. Must sign an affidavit verifying the accuracy of all information provided to the City to obtain the discount and agree to reimburse the City if any of the submitted information is found to be false.
- C. Qualifying senior citizens or disabled individuals may only apply the credit on water rates and sewer rates to one residence in the City of Kennedale. All recipients of the discount must apply and complete an affidavit for the discount. Should a qualifying spouse become deceased, the surviving spouse will continue to receive the discount until the end of the fiscal year, which spans from October to the following September.
- D. If any of the submitted information in an application for a credit on the residential water rates and sewer rates established by this ordinance is found to be false, the individual who received the discount shall be required to reimburse the City for the amount of discount wrongfully received.

SECTION 4. PENALTY

Providing and/or verifying false information presented to the City for purposes of obtaining a discount pursuant to this ordinance is hereby declared a misdemeanor. A person convicted of verifying and/or providing false information to obtain a discount on water rates or sewer rates shall be punished by a fine not exceeding two hundred dollars (\$200.00).

SECTION 5. RATE EFFECTIVE DATE

The rates established in this ordinance shall supersede all prior adopted rates and shall become effective upon entering the rates in the City's water and sewer billing system or December 28, 2016, whichever occurs first.

SECTION 6. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of all existing ordinances and of the Kennedale City Code (1991), as amended, 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 7. 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 8. PUBLICATION CLAUSE

The City Secretary of the City of Kennedale is hereby directed to publish in the official newspaper of the City of Kennedale the caption, penalty clause and effective date clause of this ordinance two (2) days as authorized by section 52.013 of the Local Government Code.

SECTION 9. SAVINGS CLAUSE

All rights and remedies of the City of Kennedale are expressly saved as to any and all violations of the Code of Ordinances of the City of Kennedale, as amended, or any other ordinance regarding the regulation of water and sewer rates 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 10.
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 ON THIS 19th DAY OF SEPTEMBER, 2016.

CITY OF KENNEDALE:

Mayor, Brian Johnson

ATTEST:

City Secretary, Leslie Galloway

EFFECTIVE DATE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney, Wayne Olson



Staff Report to the Honorable Mayor and City Council

Date: September 19, 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.

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. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 3575 W. Kennedale Parkway

II. Originated by:

III. Summary:

At this time the city council will meet in executive session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: September 19, 2016

Agenda Item No: RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY
PURSUANT TO EXECUTIVE SESSION, IF NEEDED - A.

I. Subject:

Consider approval of Resolution 492 authorizing the City Attorney to bring a condemnation action for the purpose of obtaining fee title of property to build a public street, or for other public purposes permitted by law

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Resolution 492	Resolution 492.pdf
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