KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING
November 21, 2016
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

II. WORK SESSION

****NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.***

A. Discuss the fall/winter City Council scheduled meeting dates

B. Discuss Communication Plan

C. Discuss participation in a Health Insurance Consortium

D. Discussion of items on regular agenda

III. EXECUTIVE SESSION

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

1. Keith Kidwill vs The City of Kennedale, Texas

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. 821 Corry A. Edwards Drive
3. New Hope Road Bridge Right-of-Way
4. 6727 Hudson Village Creek Road
5. Oak Crest Drive Right-of-Way
6. 532 Trent Street
7. 503 Kennedale Parkway
8. 6705 Oak Crest Drive

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

V. REGULAR SESSION

VI. INVOCATION

VII. ROLL CALL

VIII. UNITED STATES PLEDGE AND TEXAS PLEDGE

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

IX. VISITOR/CITIZENS FORUM

At this time, any person with business before the 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.

X. REPORTS/ANNOUNCEMENTS

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

A. Updates from City Council

B. Updates from the Mayor

C. Updates from the City Manager
- TCEQ Stormwater Inspection Report
- Parks and Recreation Board (Deaver and Chandler)
- Texas Parks and Wildlife Dept. – Fishery Division

XI. MONITORING INFORMATION

A. Executive Limitations

B. Ends Review - Balanced Scorecard

C. Monthly Financials - October 2016

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 October 17, 2016 regular meeting

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

C. Consider authorizing the Mayor to execute an Interlocal Agreement with Tarrant County for assistance with ditch maintenance along Dick Price Road and the replacement of a culvert at 5th Street and Kenney Street

D. Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority for Administrative Cost Funding for Section 5310 Program (from 2024 to 2026)

E. Consider extending the Development Agreement with HM Real Estate Management, Ltd. and Cynthia McMillan for two years

XIII. DECISION ITEMS

A. **CASE # PZ 16-12** Consider approval of Ordinance No. 609 regarding a request by Joe Boston, Jr for SOS Renovations, LLC for a zoning change from “AG” Agricultural to “R-3” Single-family residential for approximately 1.5 acres in the W E Haltom Survey A-731 and described in a deed recorded as D213282537 in the Tarrant County deed records and located at 1115 Border Ln.
1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

B. **CASE # PZ 16-13** Public hearing and consideration of Ordinance 617 approval regarding a request by John K. Dancer for change in zoning from R-3 (single family residential) to C-2 (general commercial) for .688 acres at 700 Mansfield Cardinal Rd, legal description of CA Boaz subdivision of JB Renfro, block 13, lots 4-7, Kennedale, Tarrant County, Texas.
1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

C. **CASE # PZ 16-14** Public hearing and consideration of Ordinance approval regarding a request by Joyce Stanton for Re-platting of 1399 J R Hawkins Rd., legal description of Falcon Wood Estates Section One, Block 1, Lot 17, Kennedale, Tarrant County, Texas. The replat would create Lots 17R-A and 17 R-B.
1. Staff presentation
2. Applicant presentation
3. Public hearing
4. Applicant response
5. Staff response and summary
6. Action by the City Council

D. **CASE # PZ 16-15** Public hearing and consideration of a request by the Kennedale Economic Development Corporation for re-platting of Block 5, Lots 1-6 and 12-16, Oak Crest Addition, Kennedale, Tarrant County, Texas. The replat would create Lots 1R & 6R, Block 5.
1. Staff presentation
2. Public hearing
3. Staff response and summary
4. Action by the City Council

E. Consider approval of Ordinance 618 removing the Statute Maximum for TMRS contributions

F. Consider Resolution 502 adopting an amended City of Kennedale Internal Controls & Cash Handling Policy

G. City Council to consider reappointing Harry Browne to the Planning and Zoning Commission (Place 5) and appointing Chris Fuller to the Utility and Infrastructure Board (Place 7)

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 November 21, 2016, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.

Leslie Galloway

Leslie Galloway, City Secretary

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: WORK SESSION - A.

I. Subject:
Discuss the fall/winter City Council scheduled meeting dates

II. Originated by:

III. Summary:
Council to review the fall/winter schedule to accommodate upcoming holidays. The following options are available, but in each case the Monday meeting day is maintained.

OPTION 1 – *Move Forward a Week
December 19, 2016 – Cancel
January 9, 2017*
February 13, 2017*
March 20, 2017

By moving the date forward to early January, the gap between meetings is narrowed. Should a plat be submitted (none submitted as of yet), you would need a meeting for consideration; as it is 32 days (not 30 max.) between P & Z meeting and Council meeting. Also, if an item is deferred from the November meeting, a December meeting may be required.

OPTION 2 – *Move Back a Week
December 19, 2016
January 23, 2017*
February 27, 2017*
March 20, 2017

If the December 19th meeting is retained, it is recommended the January and February meetings be moved back a week to provide "normal" spacing between meetings

OPTION 3 – Leave as Scheduled
December 19, 2016
January 16, 2017
February 20, 2017
March 20, 2017

This option would permit City Attorney Wayne Olson to attend the meetings rather than an alternate attorney.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: WORK SESSION - B.

I. Subject:
Discuss Communication Plan

II. Originated by:

III. Summary:
Staff will provide an update and discuss the city's communication plan with City Council during the workshop.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: WORK SESSION - C.

I. Subject:
Discuss participation in a Health Insurance Consortium

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:
On November 10, 2016 staff met with other area cities (Bedford, Colleyville, Southlake and Westlake) who are interested in creating a purchasing coalition to increase buying power for health insurance benefits. This concept has been effective with nine cities around the Houston area and a second smaller group of three entities: College Station, Bryan and Brazos County. Both consortiums have experienced cost savings ranging from approximately $100,000.00 to $500,000.00.

The first step is determining the feasibility of entering into a cooperative purchasing agreement. A proposed feasibility study will be completed by Holmes Murphy (proposal is attached). This study will include an analysis and evaluation of each city's overall interest in participating, compile data associated with the types of insurance provided, claims data, and analysis of additional options such as self-funding and wellness programming. This analysis would be the starting point for each interested party to discuss and negotiate a common insurance program for all involved.

The cost of the feasibility study is $30,000.00 or $6,000.00 per participating city. The City of Grapevine has determined not to participate in the process at this time.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
None

VII. Alternative Actions:

VIII. Attachments:

1.	Feasibility Study for Cooperative Purchasing of Health Insurance	Feasibility Study.pdf

HOLMES MURPHY.

THINKING AHEAD

Scope of Work (*DRAFT 9/29/16*)
Cooperative Purchasing Agreement

Phase I

Introduction: It is our understanding that the City of Colleyville is considering the possibility of jointly purchasing benefits with other North Texas Cities. It is our intent to provide a summary of work from which interested parties can perform due diligence, better understand cooperative engagements, determine feasibility, and make more informed decisions. We have segmented work into several phases – Phase I (exploring feasibility) and Phase II (exploring our options).

Goal: Determine feasibility and interest in entering into a Cooperative Purchasing Agreement for the purpose of purchasing group insurance.

Interested Parties: City of Bedford, City of Colleyville, City of Grapevine, City of Kennedale, City of Southlake, City of Westlake

Data Gathering: Each city will be required to provide data that includes but is not limited to the following;

- ✓ Letter of Authorization
- ✓ Full census of benefit eligible population
- ✓ Current Medical Vendor
- ✓ Current Plan Designs
- ✓ Current Premiums/Funding Rates
- ✓ Current Employee and Employer contributions by plan and tier
- ✓ Fully Insured or Self-Insured
- ✓ Last 3 years of claims data
    - For those that are currently fully insured, we realize this will be limited. A claims vs. premium report however should be attainable as well as the most recent House Bill report
    - Hospital Utilization report
        - Top 10 hospitals

12712 Park Central Drive
DALLAS, TX 75251
(800) 882.5949 / F (214) 691.4639
HOLMESMURPHY.COM

- ✓ Most recent renewal workup
- ✓ Current Pharmacy Benefit Manager
- ✓ Pricing Transparency/Concierge service, if applicable
- ✓ Telemedicine vendor, if applicable
- ✓ Current Wellness Program details, if applicable

Holmes Murphy will assume responsibility to

1. Gather data
2. Research
3. Educate
4. Interview
5. Analyze
6. Summarize
7. Present
8. Recommend

Cultural Discussion: Holmes Murphy will schedule time with each city individually to discuss the less technical aspects of offering employee benefits. During this interview process we will seek to uncover the following;

- ✓ Senior leaderships thoughts and ideas about entering into a Cooperative Purchasing Agreement
- ✓ The City's core beliefs around the role of the employer as it relates to health insurance
- ✓ Appetite for self-funding, if city is not already
- ✓ The City's thoughts and ideas on wellness programs/targeted interventions for specific disease states

Deliverables: At the conclusion of Phase I, Holmes Murphy will gather all six Cities to present the initial feasibility white paper and answer any questions each entity may have. Should there be two or more Cities that wish to proceed, we will then discuss moving forward with Phase II, which at a high-level, would include a full Request for Proposal from the market and analysis of those results to uncover where joint purchasing opportunities may lie.

HOLMES MURPHY.

THINKING AHEAD

Cost: Holmes Murphy's fee for service for this project is $30,000 or $5,000 per entity. Holmes Murphy can be flexible on the timing of the invoices and can bill either up front or at the close of Phase I. Phase II fees will be discussed once we have an idea of how many Cities will participate.

12712 Park Central Drive
DALLAS, TX 75251
(800) 882.5949 / F (214) 691.4639
HOLMESMURPHY.COM

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: WORK SESSION - D.

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:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 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 and legal issues regarding litigation, settlement offers, and/or claims regarding the following matters:

1. Keith Kidwill vs The City of Kennedale, Texas

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. 821 Corry A. Edwards Drive
3. New Hope Road Bridge Right-of-Way
4. 6727 Hudson Village Creek Road
5. Oak Crest Drive Right-of-Way
6. 532 Trent Street
7. 503 Kennedale Parkway
8. 6705 Oak Crest Drive

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:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:
Updates from City Council

II. Originated by:

City Council, City Council

III. Summary:
Updates and information from Council members .

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
None

VII. Alternative Actions:

VIII. Attachments:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:
Updates from the Mayor

II. Originated by:

III. Summary:

Updates and information from the Mayor.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:
Updates from the City Manager
- TCEQ Stormwater Inspection Report
- Parks and Recreation Board (Deaver and Chandler)
- Texas Parks and Wildlife Dept. – Fishery Division

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:

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: MONITORING INFORMATION - A.

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 11.2016.docx

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.

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.

The city backs up files on a daily basis. In order to avoid more common hacking attempts, limitations have been placed on what websites can be accessed. I will attend the InfraGard meeting on December 6.

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 stair, (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 polices are followed. Succession planning is underway for public works and police.

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. The department heads collectively are aware of on-going activities and projects. The upcoming strategic plan will help in overall coordination. I have submitted an application to the Bloomberg Foundation to assis in performance measurements and reporting. Krystal Crump is providing excellent support insofar as city finances are concerned. Jack Thompson (EDC & Chamber) is familiar with the business development activities.

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: MONITORING INFORMATION - B.

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:

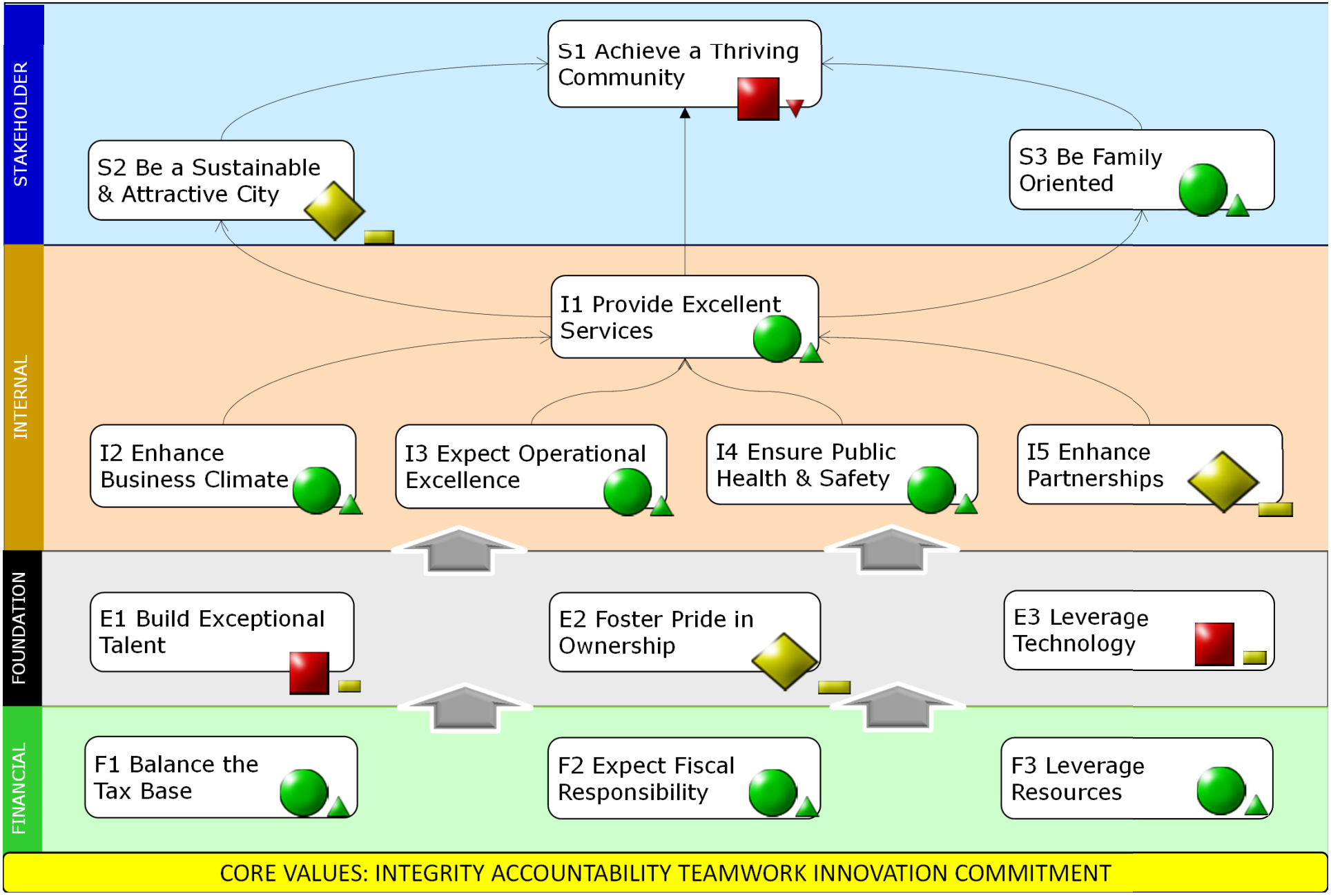
VIII. Attachments:

1.	Balanced Scorecard-October 2016	Balanced Scorecard.pdf

City of KENNEDALE Texas EST. 1887
YOU'RE HERE YOUR HOME

Kennedale family oriented, economically prosperous, business friendly and conveniently located, providing opportunities to live, work and play

KENNEDALE
13-1
October 2016



KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: MONITORING INFORMATION - C.

I. Subject:
Monthly Financials - October 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.	October 2016 Monthly Financials	2016_10 Monthly Financials.pdf

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
OCTOBER

FUND 99 CASH BALANCES

1201	GENERAL FUND	616,420
1202	DEBT SERVICE	10,892
1204	CAPITAL PROJ- ST CONSTRUCTION	30,823
1205	VEHICLE FUND	370,179
1207	STORM DRAINAGE UTILITY FUND	161,385
1210	WATER AND SEWER FUND	216,577
1212	COURT SECURITY FUND	11,590
1213	CIP FUND - 1998 CO	-
1214	PARK DEDICATION FUND	195,533
1215	ECO DEV CORPORATION	49,750
1216	COURT TECHNOLOGY FUND	11,686
1217	STREETS IMPROVEMENT FUND	150,024
1218	JUVENILE CASE MANAGER FUND	24,847
1221	KENNEDALE TIFF#1 FUND	(5,113)
1231	POLICE SEIZURE FUND	0
1232	LIBRARY BUILDING FUND	12,126
1234	LEOSE FUND	-
1241	DONATION FUND	39,945
1245	ROADWAY IMPACT FEE FUND	329,077
1261	WATER IMPACT FEE FUND	129,391
1262	SEWER IMPACT FEE FUND	104,879
1283	TREE REFORESTATION FUND	67,903
1285	UNCLAIMED PROPERTY FUND	1,990
1295	EDC FIXED ASSET/RESERVE	120,149

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
OCTOBER

REVENUE SUMMARY BY FUND

REVENUES	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EARNED	% OF CY BUDGET EARNED	BUDGET REMAINING
GENERAL FUND	224,226	6,197,296	6,201,455	6,201,455	206,255	206,255	(54,789)	3.6%	3.3%	(169,169)
OTHER GENERAL FUNDS	35,895	1,526,624	1,656,382	1,656,382	38,791	38,791	512,417	2.4%	2.3%	-
GENERAL FUND	**260,121**	**7,723,920**	**7,857,837**	**7,857,837**	**245,046**	**245,046**	**457,628**	**3.5%**	**4.6%**	**(52,563)**
GENERAL DEBT SERVICE FUND	**35,959**	**3,947,920**	**1,370,311**	**230,820**	**-**	**-**	**43,928**	**0.9%**	**0.0%**	**40,351**
WATER/SEWER FUND	310,333	4,497,935	4,991,835	4,991,835	413,103	413,103	589,602	6.9%	8.3%	1,271,153
STORMWATER UTILITY FUND	21,502	245,872	491,826	315,826	21,531	21,531	244,001	8.7%	4.4%	(2,178)
WATER IMPACT FUND	11,754	186,468	68,658	68,658	9,811	9,811	(96,382)	6.3%	14.3%	(49,885)
SEWER IMPACT FUND	2,425	58,300	28,315	28,315	15	15	(21,687)	4.2%	0.1%	(43,551)
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
WATER/SEWER FUND	**346,014**	**4,988,576**	**5,580,634**	**5,404,634**	**444,460**	**444,460**	**715,534**	**7.1%**	**16.8%**	**1,175,539**
EDC4B FUND	**10,274**	**587,447**	**933,227**	**933,227**	**37,901**	**37,901**	**283,373**	**1.6%**	**12.4%**	**263,733**
CAPITAL FUND	**4,194**	**860,551**	**124,020**	**124,020**	**764**	**764**	**(725,514)**	**0.5%**	**0.2%**	**284,598**
SPECIAL REVENUE FUND	**0**	**126,052**	**151,223**	**-**	**-**	**-**	**(185,578)**	**0.0%**	**0.0%**	**(210,607)**
TOTAL REVENUES	**$ 656,563**	**$ 18,234,465**	**$ 16,017,252**	**$ 14,550,537**	**$ 728,171**	**$ 728,171**	**$ 589,371**	**4.2%**	**7.3%**	**$ 1,501,050**

EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
GENERAL FUND	502,138	5,950,107	6,489,307	6,489,307	490,011	490,011	308,000	8.4%	7.6%	187,884
CAPITAL REPLACEMENT FUND	-	109,462	673,316	673,316	-	-	562,641	0.0%	0.0%	58,373
COURT SECURITY FUND	-	1,740	1,152	1,152	-	-	(406)	0.0%	0.0%	(472)
COURT TECHNOLOGY FUND	3,050	3,096	5,555	5,555	-	-	(10,531)	98.5%	0.0%	4,693
STREET IMPROVEMENT FUND	28,776	1,221,586	1,194,893	1,194,893	45,684	45,684	(118,391)	2.4%	3.8%	(136,786)
JUVENILE CASE MANAGER FUND	1,290	11,200	12,680	12,680	900	900	1,328	11.5%	7.1%	127
PARK REC/OTHER DONATION FUND	-	-	24,791	24,791	-	-	24,791	0.0%	0.0%	-
TREE REFORESTATION FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
GENERAL FUND	**535,254**	**7,297,192**	**8,401,694**	**8,401,694**	**536,595**	**536,595**	**767,432**	**7.0%**	**11.3%**	**113,819**
GENERAL DEBT SERVICE FUND	**35,959**	**5,079,006**	**1,385,227**	**1,385,227**	**34,909**	**34,909**	**21,360**	**0.7%**	**2.5%**	**5,393**
WATER/SEWER FUND	143,769	3,907,590	4,829,775	4,527,925	183,069	183,069	248,373	3.7%	3.8%	1,604,251
STORMWATER UTILITY FUND	2,658	163,545	571,157	571,157	-	-	381,950	1.6%	0.0%	98,318
WATER IMPACT FUND	-	171,200	154,415	154,415	-	-	(16,785)	0.0%	0.0%	-
SEWER IMPACT FUND	-	-	60,000	60,000	-	-	60,000	0.0%	0.0%	-
WATER IMPROVEMENT FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
WATER/SEWER FUND	**146,427**	**4,242,335**	**5,615,347**	**5,313,497**	**183,069**	**183,069**	**673,538**	**3.0%**	**7.0%**	**1,702,570**
EDC4B FUND	**84,504**	**718,004**	**803,880**	**803,880**	**57,283**	**57,283**	**57,483**	**11.3%**	**11.1%**	**(1,464)**
CAPITAL FUND	**-**	**659,874**	**216,239**	**216,239**	**-**	**-**	**(664,005)**	**0.0%**	**0.0%**	**411,662**
SPECIAL REVENUE FUND	**-**	**220,080**	**151,222**	**-**	**-**	**-**	**(185,545)**	**0.0%**	**0.0%**	**(215,895)**
TOTAL EXPENDITURES	**$ 802,144**	**$ 18,216,491**	**$ 16,573,610**	**$ 16,120,538**	**$ 811,856**	**$ 811,856**	**$ 670,264**	**5.0%**	**8.4%**	**$ 2,016,085**

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
OCTOBER

EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
CITY MANAGER	17,374	291,030	283,123	283,123	21,527	21,527	(10,455)	6.0%	7.6%	6,776
MAYOR/CITY COUNCIL	2,657	94,108	140,157	140,157	3,500	3,500	51,481	2.8%	2.5%	1,952
CITY SECRETARY	6,163	136,655	160,328	160,328	6,953	6,953	13,166	4.5%	4.3%	(9,538)
MUNICIPAL COURT	9,272	121,383	121,230	121,230	7,888	7,888	(5,456)	7.6%	6.5%	38,386
HUMAN RESOURCES	7,479	119,135	122,616	122,616	-	-	(1,948)	6.3%	0.0%	478
FINANCE	16,133	312,118	296,688	296,688	20,890	20,890	(27,243)	5.2%	7.0%	11,957
POLICE	-	-	2,381,270	-	125,427	125,427	163,126	0.0%	5.3%	71,287
FIRE	115,095	1,692,273	1,826,031	1,826,031	118,426	118,426	107,917	6.8%	6.5%	69,546
COMMUNITY DEVELOPMENT	18,873	409,662	332,442	332,442	21,103	21,103	(107,038)	4.6%	6.3%	17,367
SENIOR CITIZEN CENTER	2,200	48,148	54,612	54,612	3,875	3,875	535	4.6%	7.1%	7,077
LIBRARY	15,443	251,814	259,591	259,591	20,190	20,190	5,468	6.1%	7.8%	(13,133)
NONDEPARTMENTAL	122,875	379,941	511,218	511,218	122,269	122,269	118,447	32.3%	23.9%	(14,272)
TOTAL EXPENDITURES	**$ 333,564**	**$ 3,856,265**	**$ 6,489,307**	**$ 4,108,037**	**$ 472,048**	**$ 472,048**	**$ 308,000**	**5.4%**	**12.3%**	**$ 187,884**

WATER/SEWER FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
UTILITY BILLING	4,539	1,152,980	1,704,198	1,704,198	6,345	6,345	360,423	0.4%	0.4%	36,281
WATER OPERATIONS	41,198	1,513,498	1,477,946	1,477,946	76,304	76,304	(242,336)	2.7%	5.2%	1,501,235
DEBT	-	170,941	511,309	511,309	-	-	5,837	0.0%	0.0%	(1)
CAPITAL	-	-	301,850	-	-	-	301,850	0.0%	0.0%	-
NONDEPARTMENTAL	98,033	1,070,171	834,472	834,472	100,419	100,419	(177,401)	9.2%	12.0%	66,736
TOTAL EXPENDITURES	**$ 143,769**	**$ 3,907,590**	**$ 4,829,775**	**$ 4,527,925**	**$ 183,069**	**$ 183,069**	**$ 248,373**	**3.1%**	**7.2%**	**$ 92,426**

STREET IMPROVEMENT FUND	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
STREETS	23,237	1,145,303	712,452	712,452	-	38,418	(460,831)	2.0%	5.4%	(86,847)
PARKS MAINTENANCE	5,538	76,283	116,409	116,409	7,266	7,266	(23,591)	7.3%	6.2%	(49,939)
CAPITAL	-	-	366,032	-	-	-	366,032	0.0%	0.0%	-
TOTAL EXPENDITURES	**$ 28,776**	**$ 1,221,586**	**$ 1,194,893**	**$ 828,861**	**$ 7,266**	**$ 45,684**	**$ (118,391)**	**2.2%**	**5.7%**	**$ 49,960**

EDC4B FUNDS	FY15-16 YTD	FY15-16 ACTUAL	FY16-17 ADOPTED	FY16-17 AMENDED	CURRENT MONTH	FY16-17 YTD	CY - PY CHANGE	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
ADMINISTRATION	12,120	733,795	270,167	619,233	24,974	24,974	93,701	1.7%	9.2%	(154,336)
DEBT SERVICE	71,507	318,692	323,419	323,419	33,898	33,898	3,526	22.4%	10.5%	1,668
TOWN SHOPPING CENTER	6,937	44,622	120,295	120,295	10,898	10,898	69,811	15.5%	9.1%	4,942
TOWNCENTER REDEVELOPMENT	-	-	90,000	90,000	-	-	-	0.0%	0.0%	90,000
TX LEVERAGE	-	15,739	-	-	-	-	(50,000)	0.0%	0.0%	31,261
TOTAL EXPENDITURES	**$ 90,564**	**$ 1,112,848**	**$ 803,880**	**$ 1,152,947**	**$ 69,770**	**$ 69,770**	**$ 117,038**	**12.6%**	**13.6%**	**$ 8,090**

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

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

I. Subject:
Consider approval of minutes from October 17, 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 - October 17, 2016	10-17-16.pdf

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

KENNEDALE CITY COUNCIL

MINUTES
REGULAR MEETING
October 17, 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 5:36 p.m.

II. WORK SESSION

****NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.***

A. Discussion of recommendations from the Water Rate Committee
- Budget
- Utility Board
- Financial Policies
- Senior Restriction
- Donations
- Income based Discounts
- Rate Review
- Utility Fund Loans
- Issuance of Debt

City Manager Bob Hart provided an overview of the items recommended by the Water Rate Committee. The items of discussion includes: budget, establishing a Utility Board, creating a committee in regard to financial policies, establishing a donation program, consider income based discounts, annual rate review, utility fund loans, and the issuance of debt.

Budget:
Bob Hart stated that the adopted water rates decreased revenues by $273,000, and suggested the following ways to make up that deceit.

1.) Minimize the water contract with Fort Worth to the minimum requirement to keep the system going, utilizing the take-or-pay provision of the contract. This would cut $100,000; however, the amount of well water would go up, and people may complain about the mineral content or sulfur smell. It was noted that when there are drought conditions, we will have to buy more water from Fort Worth; and when there is a wet year, the shortfall could increase.

2.) Implement a credit card consumer usage fee. The city currently absorbs credit card fees. The

implementation of this fee would provide the city with a $54,000 savings. It was noted that passing the charge for convenience fees back to the user is a common practice in most area cities; however, there may be some criticism regarding the charge.

3.) The city currently contracts with Valley Collections for the collection of delinquent accounts. They charge the city $250/month ($3000/year) for their services. Staff proposes that we discontinue services with Valley Collections and move to Beck & Allen, a municipal court collections law firm. Their fees are based on collection and are passed along to the consumer. This would be a $3000 savings for the city.

4.) Have a connection point with Arlington. We are planning to make an agreement for a water purchase plan with Arlington. But, based on projections, Fort Worth will meet our water needs for the next 10-12 years. However, it is currently the opportune time to get a contract in place with Arlington, because the current budget includes funds for the engineering of the connection point. Staff would like to see the contract completed this year, and to push the engineering of the connection point into a future budget year. This would save the city $50,000 this year. It was noted that the city will not need an additional water supply source other than Fort Worth until our population reaches 14,000.

5.) Sewer Transportation Treatment Charges. The City of Arlington reduced their fees by 5 cents per thousand; that is a savings of $8400. It was noted that with the velocity meters and some I&I work, we think the savings off the current bill would be around $66,000.

Bob concluded that this is how he proposes the city cover the $273,000 deceit from the water rate adjustment. Adding that this would protect the Crestdale sanitary sewer project that is scheduled for improvements this year.

Utility Board:
Bob stated that staff recommends the creation of a seven member Utility and Infrastructure Advisory Board to deal with water, wastewater, stormwater drainage, streets, solid waste, etc. He added that they all share staff and overhead, so when we talk about a systems approach, if you optimize a subsystem, you optimize the system as a whole. That's why we want to include all revenue-based infrastructures.

Financial Policies:
Bob stated that staff is not recommending the creation of a Finance Committee. He found a few cities with financial boards which basically select the auditor and review the audit. The Kennedale City Charter states that the entire Council will select the auditor. Another point was that the committee would give input in the budget preparations; however, that runs afoul with the City Charter as well and is not at all consistent with the governance policies. Mayor Johnson stated that he was fine with not having a Finance Committee, because that is the Council's responsibility.

Income Based Discounts:
Bob stated that if you assume 10% of residents meet the threshold to receive the income based discount, the loss of revenue would be $87,000. He recommends against a discount for poverty level across the general population because it would lead to cost shifting. He stated that it would not affect the senior discount program currently in effect.

Rate Review:
Bob stated that reviewing the water/sewer rates annually; instead of every three years is a good idea. Additionally, it was recommended that we reduce the franchise fees to 4% and have water and wastewater pay for street repairs. Bob stated that the rates were 11% a year ago, and at the time of the rate review our recommendation was 9%. We did, however, implement the

recommendation of the newly adopted rates. He added that the Utility and Infrastructure Board will help to consider things like this in the future.

Donation Program:
Bob stated that this program change is currently being implemented, and will be available when the new billing goes into effect. He added that we still need to address the issue of disbursement of funds. Bob suggested that we contact a Minister's Alliance to look at the program, noting that they already handle issues like this and have processes in place. Another option would be to bring in an agency to handle the program. He noted that presently when someone comes in and asks for assistance, staff sits down and makes the decisions. The committee's preference was to have someone outside the city handle the decision process.

Utility Fund Loans:
Bob stated that this item was referenced due to the loan of utility funds to the Tax Increment Reinvestment Zone (TIRZ) for the water and sewer improvements. The loans were for water and sewer lines at Bloxom Park and the sewer line extension along New Hope Road. In both cases the funds were used for water and wastewater improvements. Bob added that the TIRZ will repay this loan over time with interest. This option was used to avoid incurring debt to the city for the improvements. The Mayor stated that the issue of loaning the money for those projects caused our reserves to be low when we had the big emergency event; he noted that we need to be more judicious. Bob added that the TIRZ projects are generating funds back into the system.

Issuance of Debt:
Staff will look at future capital projects, noting that timing and the market place is important when considering consolidation for better bids.

B. Discussion of items on regular agenda

No items were discussed at this time.

III. REGULAR SESSION

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

IV. ROLL CALL

Present: Frank Fernandez, Brian Johnson , Kelly Turner, Liz Carrington, Charles Overstreet, Michael Walker
Absent: None

V. INVOCATION

Pastor Greg Adams from Covenant Life Baptist Church provided the 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.

Cindi McMillan, 3830 New Hope Road, spoke regarding the current status of Texas Raceway. She stated that they have always worked with Kennedale leaders since purchasing the track in 2002. In 2013, they were advised of the City's plan to close all the race tracks by the end of this month. In good faith they entered into a developer agreement with the city. They have since worked with several developers who have expressed interest in their property; but all want to know when the tracks will be closed.

She stated that the Board of Adjustment (BOA) was authorized to proceed with amortization; and the budget shows that Kennedale Speedway Park will close in mid-2017. But she still cannot provide potential buyers with a solid date as to when the city will be closing the tracks. Our consultants say it is imperative that we provide a letter stating the final closing date. If the city cannot provide us a letter, we ask that we are allowed to continue operating. Additionally, she requested a one-on-one meeting with city officials.

Rockie Gilley, 220 South Dick Price Road, requested Council to reflect on their actions at the September 19th and 20th meeting. He stated that Council repealed Ordinance 589 and passed Ordinance 611. He added that he believes Council honored the letter of the petition, but maybe not the spirit of it. He stated that citizen's didn't' expect rates to go back to the previous rates, but we expected more than they got.

He feels that we have made a step towards better transparency. Adding that It's become clear that these rate increases are related to growth and expansion. He asked that growth be managed to a rate that ordinary people can afford. He stated that the city has other deficits to consider, including the street fund. He told about an article that said Fort Worth was considering a 600% increase to their impact fees. The story stated that they had to look at the economic impact of growth, and that growth should pay for growth. He however, doesn't believe that current users should have to pay for future users and he hopes that as we move forward, we can structure things in a way where growth will pay for itself.

John Clark, 100 Meadowlake Court stated that it's easy to come before Council and complain about an item we think is wrong, but much of the good the city does goes unrecognized. He asked Council to remind themselves that Kennedale is now a better place to live than when they began their terms. He pointed out that tonight, Council will be making appointments to boards and commissions; and that the applicant group appears more varied and covers a wider selection of the community, which shows that Council is doing something right. He thanked them for their community outreach, like reading to elementary students, working at clean-up events, and cooking burgers at the High School football games. The work Council is doing around the region has increased our standing in the region and the benefits are unmeasurable.

Dave McMillan was signed up to speak, but passed.

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

Frank Fernandez informed the group that the Today Show recognized Kennedale citizen, R.J. Lackey who turned 103 years old.

Kelly Turned stated that he is active in the NCTCOG mock scenario emergency preparedness project that will take place November 11th and 12th. He added that the State

funded approximately $25M to train first responders. He noted that DFW Airport, TCC, and JPS Hospital are some of the locations for the scenarios, which deal with active shooters and tornadoes, just to name a few.

Liz Carrington informed the group that she attended two meetings with the Trinity River Authority (TRA) regarding the Arlington watershed project. They are looking at the Lake Arlington tributaries and things like e. coli. She added that she was recently contacted by Andy Nguyen's office to be part of a steering committee for JPS Hospital.

B. Updates from the Mayor

1. Proclamation presentation in recognizing Municipal Court Week

Mayor Brian Johnson reminded the Council that the Bring it event, sponsored by the KKB, will be Saturday, October 22nd from 9 to 11 am.; he added that they still need volunteers. The following Saturday, there will be an Arbor Day Event, at Patterson Elementary. Continuing, he stated that this Friday he will be attending the Transportation Crossroads Conference in Dallas; He would be judging the Talent Show at Arthur Elementary on November 10th; and last week he read at the pancake supper at Delaney Elementary.

Proclamation presentation in recognizing Municipal Court Week

C. Updates from the City Manager

City Manager Bob Hart reported that the Chamber will host the State of the State luncheon on Wednesday at 11:30 a.m. Bill Zedler and Konni Burton will be the speakers. He updated the Council on the citizen's opinion survey, the upcoming Truck or Treat event, and the McDonald's opening on November 11th.

IX. MONITORING INFORMATION

A. Executive Limitations

B. Ends Review - Balanced Scorecard

Monitoring information updates are in the agenda packet for review.

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 September 19, 2016 regular meeting

B. Consider approval of minutes the City Council Board Interview meetings

C. Consider Resolution 493 authorizing participation in various cooperative purchasing programs

D. Consider Resolution 495 adopting an amended City of Kennedale Identity Theft Prevention Program Policy

E. Consider Resolution 496 adopting an amended City of Kennedale Grant Submission & Acceptance Policy

F. Consider Resolution 497 adopting an amended City of Kennedale Fraud Policy

G. Consider Resolution 498 adopting an amended City of Kennedale Unclaimed Property Policy

H. Consider Resolution 499 adopting an amended City of Kennedale Purchasing Policy

I. Consider Resolution 500 adopting an amended City of Kennedale Procurement Card Program Policy

J. Consider Resolution 501 adopting an amended City of Kennedale Investment Policy

K. Consider approval of a city-developer agreement for the Glen of Village Creek

L. Consider approval of a city-developer agreement for Falconcrest Addition

M. Discuss and consider approval of Ordinance 610 amending Chapter 16, Article II "Parks and Recreation Board" of the Kennedale Code of Ordinances, establishing new membership appointments

N. Discuss and consider authorizing the Mayor to execute documents accepting the Hazard Mitigation Grant Program sub-grant for acquisition and demolition of residential structure in the floodplain

O. Approval to cancel collection services with Valley Collections for utility billing

P. Discuss and consider approval of a contract with McCreary, Veselka, Bragg & Allen, P.C. collections services for utility billing

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

XI. DECISION ITEMS

A. **CASE # PZ 16-01** Public hearing and consider approval of Ordinance 592 regarding a request by Adam Blow for a zoning change from “C-1” General Commercial to “R-1” Single Family Residential located on 0.5 acre at 600 Little School Rd. legal description of J M Lilly Survey, A 980 Tr 6A.

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

City Planner Rachel Roberts provided the staff presentation stating that the property is located just off the round-a-bout at the north intersection of Little School Road and Kennedale Sublett Road. The properties on either side are also zoned C-1, restricted commercial; the property behind is R-3, single family resident; and across the street is zoned AG, agricultural with some commercial mixed in. Rachel stated that the Future Land Use Plan shows this property as a Neighborhood Village Character District, which should include a mix of residents and businesses. She provided the full description as called out in the future land use plan. It was

noted that the applicant requested to rezone the property to R-1, which is not consistent with the neighborhood village character district.

Rachel informed Council that the Planning and Zoning Board (P&Z) heard this case in March, but the applicant did not show up to the meeting, therefore they voted to postpone the case for two months to give the applicant time to put information together. Staff has not had any further contact with the applicant, and the case went back before P&Z in August. They recommended denial. Rachel provided maps to Council for a reference on the property.

There was no Applicant Presentation.

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

Motion To Deny PZ Case 16-01 for the approval of Ordinance 592. **Action** Deny, **Moved By** Charles Overstreet, **Seconded By** Michael Walker.
Motion to Deny was Unanimously

B. Consider Resolution 494 adopting an amended City of Kennedale Financial Management Policy

Finance Director Krystal Crump stated that the Financial Management Policy only had a few minor changes. There was a change in the time required to have the budget to Council. It originally was supposed to be to Council by August 1st; the policy now reads that the budget with be to Council within 2 weeks of receiving the July Certified Tax Rolls. This change is based on an amendment approved at the Charter Election in May. She added that other changes included changing the fund balance policy percentage to the current rate; changing the term pilot to franchise fees for fees paid from the water/sewer fund to the street fund; and cash deposits are now required to be processed by the following day, any exception has to be signed off by the Finance Director.

Motion To approve Resolution 494 amending the Financial Management Policy. **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Kelly Turner.
Motion passed Unanimously

C. Consider Resolution 502 adopting an amended City of Kennedale Internal Controls & Cash Handling Policy

Finance Director Krystal Crump stated there were a few changes made to the Internal Controls and Cash Handling Policy. Verbiage was added that allows cashiers and custodians to repay losses/shortages in their tills; she noted that this has been an unwritten policy in the Finance Department. Verbiage was added to address issues of repeated losses/shortages stating that it will result in disciplinary action based upon the city policy; and lastly all losses/shortages must be reported with 24 hours of discovery.

Councilman Frank Fernandez questioned if it is legal to make someone pay for a shortage in their till; he asked if it was against Labor Laws? City Attorney Wayne Olson stated that he was not aware of such a law, but he will look into it. The Mayor suggested that this item be postponed until Wayne can look up the law.

Motion To postpone until the December meeting. **Action** Table, **Moved By** Liz Carrington,

Seconded By Charles Overstreet.
Motion to Postpone was Passed Unanimously

D. Consider Ordinance 616 adopting City of Kennedale Credit Card Consumer Usage Fee Policy

Finance Director Krystal Crump stated that the City currently charges 3% for fees collected for permits and development, which are passed on to the customer. Staff is requesting that Council approves this formal policy that allows the city to pass the 2.8% fee charged by Fathom for utility bills along to the consumer.

Motion To approve Ordinance 616 adopting a credit card consumer usage fee policy. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Michael Walker.
Motion passed Unanimously

E. Consider approval of an Ordinance 615 amending the city's schedule of administrative fees

Finance Director Krystal Crump stated that this amendment would allow for the 2.8% credit card fee for utility bills to be added to the Administrative Fee Schedule.

Motion To approve Ordinance 615 amending the Schedule of Administrative Fees. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Frank Fernandez.
Motion passed Unanimously

F. Consider Resolution 503 adopting an amended Kennedale Fund Balance Policy

Finance Director Krystal Crump stated that there has been discussion concerning the need to change the percentage for the fund balance. The Governmental Accounting Standards Board Statement Number 54 (GASB 54) has updated their guideline, and in order to be consistent with recommended practices, GASB54 advises cities to update their current policies and procedures.

The following changes are recommended. The general fund balance be maintained at 18% with a goal of 25%; debt service fund balance be maintained at 7% with a goal of 10%; and non-governmental fund balance be maintained at 18% with a goal of 25%.

Motion To approve Resolution 503 amending the fund balance policy. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Kelly Turner.
Motion passed Unanimously

G. Consider Ordinance 614 establishing a Utility and Infrastructure Board

City Manager Bob Hart stated that this is one of the recommendations of the Water Rate Review Committee. Staff recommends the creation of a Utility and Infrastructure Advisory Board to deal with water, wastewater, stormwater drainage, streets, solid waste, etc. The Board would be advisory in nature and consist of seven members. The Board would provide policy recommendations to Council dealing with capital infrastructure and on establishment of erosion drainage policies.

Motion To approve Ordinance 614 establishing a Utility and Infrastructure Board. **Action** Approve, **Moved By** Michael Walker, **Seconded By** Liz Carrington.
Motion passed Unanimously

H. City Council to consider making appointments to the Board of Adjustment/Building Board of Appeals, Keep Kennedale Beautiful Commission, Kennedale Economic Development Corporation, Parks and Recreation Board, Planning and Zoning Commission, Library Advisory Board, Utility and Infrastructure Board, TownCenter Development District, and the Tax Increment Reinvestment Zone

Mayor Brian Johnson stated that the City had a record number of highly qualified people apply to be on Boards and Committees this year. He added that Council conducted interviews earlier in the month. Mayor Johnson read the appointments as follows:

Board of Adjustment/Building Board of Appeals (BOA/BBA):
Reappoint Martin Young to Place 4
Reappoint Jeff Nevarez to Place 6 (Alternate)
Newly Appoint Kelly Rod to Place 7 (Alternate)
Newly Appoint Josh Altom to Place 8 (Alternate)

Economic Development Corporation Board (EDC):
Reappoint Pat Turner to Place 2 (Vice President)
Reappoint Robert Mundy to Place 4 (President)
Reappoint Mark Yeary to Place 6

Keep Kennedale Beautiful Commission (KKB):
Reappoint Darlene Winters to Place 2
Newly Appoint Vinita Thomas to Place 3
Reappoint Michael Chandler to Place 4 (Chair)
Newly Appoint Dora Ann Markle to Place 6
Reappoint Laurie Sanders to Place 8

Library Advisory Board (LAB):
Reappoint Sharon Dehnel to Place 2
Reappoint Rebecca Clark to Place 4 (Chair)

Parks & Recreation Board (PRB):
(Membership reduced to five (5) seats, with quorum of three (3)
Reappoint Jeff Nevarez to Place 2
Newly Appoint Gary Swan to Place 4

Planning & Zoning Commission (P&Z):
Newly Appoint Chris Pugh to Place 2
Reappoint Thomas Pirtle to Place 4
Reappoint Ernest Harvey to Place 6 (Chair)
Newly Appoint Patrick Filson to Place 7
Newly Appoint Horace Young to Place 8 (Alternate)
Newly Appoint Greg Adams to Place 9 (Alternate)

Utility and Infrastructure Board (Newly Created):
Newly Appoint Harry Browne to Place 1
Newly Appoint Tayyab Yunus to Place 2
Newly Appoint Stephen Higginbotham to Place 3
Newly Appoint Robb Lecuyer to Place 4
Newly Appoint Tom Newsom to Place 5
Newly Appoint Steven Mora to Place 6

Place 7 is currently VACANT

Tax Increment Reinvestment Zone (TIRZ):
Reappoint Rebecca Carlton to Place 2
Reappoint Frank Fernandez to Place 4
Reappoint Scott Rule to Place 6

Development District (TDD):
Reappoint Mark Yeary to Place 2
Reappoint Frank Fernandez to Place 4

Mayor Johnson stated that we had more applicants than we were able to appoint; however, he encouraged everyone to come to meetings and volunteer for special events, such as the Bring It event this weekend.

Motion To approve the slate of appointments to the listed Boards and Committees. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Kelly Turner.
Motion passed Unanimously

I. Discuss the fall/winter City Council scheduled meeting dates:
- November 21, 2016
- December 19, 2016
- January 16, 2017 - MLK Day
- February 20, 2017 - President's Day
- April 17, 2017 - Easter Monday

City Manager Bob Hart stated that he wanted to bring these dates forward to make sure Council is comfortable with all the dates. He noted that November's meeting is the same week of Thanksgiving; the December meeting is the same week as Christmas; the January and February meetings conflict with staff holidays; and the April meeting is the Monday after Easter. Mayor Brian Johnson stated that he would like to move the January and February meeting to allow staff to be off for those holidays, especially since we did not give raises this year. Council agreed to meet in November as scheduled and to discuss the optional dates at the November 21, 2016 meeting.

XII. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 6:22 p.m. after the Work 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. 821 Corry A. Edwards Drive
3. New Hope Road Bridge Right-of-Way

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

Mayor Johnson reconvened into open session at 6:38p.m.
No action required.

XIV. ADJOURNMENT

Motion To adjourn. **Action** Adjourn, **Moved By** Liz Carrington, **Seconded By** Mike Walker.
Motion passed Unanimously

The meeting was adjourned at 10:16 p.m.

APPROVED:

Brian Johnson, Mayor

ATTEST:

Leslie Galloway, City Secretary

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

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

I. Subject:
Approve Schedule of Investment Activity for quarter ending September 30, 2016

II. Originated by:

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

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	4th Quarter 2016 Investment Report	September 30 2016 Qtrly Investment Report.pdf

City of Kennedale, Texas

SCHEDULE OF INVESTMENT ACTIVITY

For The Quarter Ending September 30, 2016

CITY OF KENNEDALE, TEXAS
INVESTMENT REPORT
FOR QUARTER ENDING SEPTEMBER 30, 2016

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

SUMMARY OF INVESTMENTS FOR THE QUARTER

97.7% of the City of Kennedale's investments are owned by the Pooled Cash Fund. The remaining 2.3% goes to the $2.0M 2010 CO Bond Fund, $1.7M TX Leverage Fund, and Clearing Funds. As of the reporting quarter, 39.4% of the City's investments are in investment pools, and 60.6% are invested in money market savings accounts.

INVESTMENT STRATEGIES

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

INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN

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

MONTHLY BALANCES- INVESTMENTS

Investment Pool	Account Name	Interest Rate	July 2016	August 2016	September 2016	Interest Earned
Texas Daily	Consolidated Cash	0.04%	$ 31,468.66	$ 31,481.18	$ 31,494.03	$ 37.35
TexStar	Consolidated Cash	0.03%	327,809.29	327,920.41	328,031.55	329.74
TexPool	$1.7M TX Leverage	0.00%	-	-	-	-
TexPool	$2.0M CO Bond	0.03%	29,510.71	29,520.05	29,529.25	27.76
TexPool	Central Deposit	0.03%	1,012,897.97	821,864.87	753,431.32	900.98
TOTAL INVESTMENT POOLS			$ 1,401,686.63	$ 1,210,786.51	$ 1,142,486.15	$ 1,295.83

MONTHLY BALANCES- WELLSFARGO

Bank	Account Name	Interest Rate	July 2016	August 2016	September 2016	Interest Earned
Wellsfargo	Consolidated Cash	N/A	$ 1,541,624.88	$ 1,358,297.20	$ 1,719,428.77	$ -
Wellsfargo	Payroll Clearing	0.04%-0.05%	185.50	131,158.13	37,594.91	1.72
Wellsfargo	Section 125 Flex	0.04%-0.05%	713.24	-	-	-
Wellsfargo	Dick Price Rd	0.005%	-	-	-	-
Wellsfargo	Employee Health Benefit Trust	0.00%	12.79	13.08	13.15	0.54
TOTAL WELLSFARGO			$ 1,542,536.41	$ 1,489,468.41	$ 1,757,036.83	$ 2.26
TOTAL MONTHLY BALANCES- ALL			$ 2,944,223.04	$ 2,700,254.92	$ 2,899,522.98	$ 1,298.09

TRANSACTION ACTIVITY- INVESTMENTS

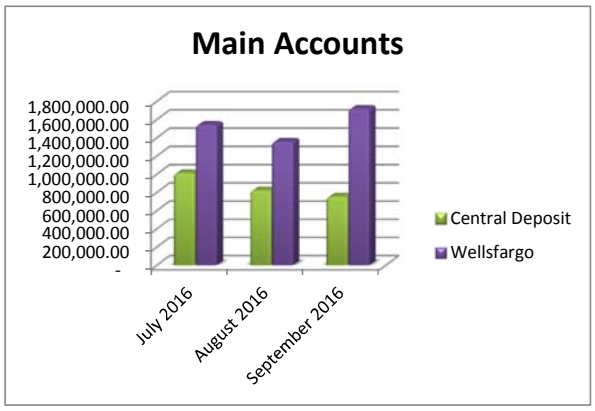
Investment Pool	Account Name	Balance 7/1/2016	Deposits	Withdrawls	Interest	Balance 9/30/2016
Texas Daily	Consolidated Cash	$ 31,456.68	$ -	$ -	$ 37.35	$ 31,494.03
TexStar	Consolidated Cash	327,701.81	-	-	329.74	328,031.55
TexPool	$1.7M TX Leverage	-	-	-	-	-
TexPool	$2.0M CO Bond	29,501.49	-	-	27.76	29,529.25
TexPool	Central Deposit	970,472.62	467,637.83	(685,580.11)	900.98	753,431.32
TOTAL INVESTMENT POOLS		$ 1,359,132.60	$ 467,637.83	$ (685,580.11)	$ 1,295.83	$ 1,142,486.15

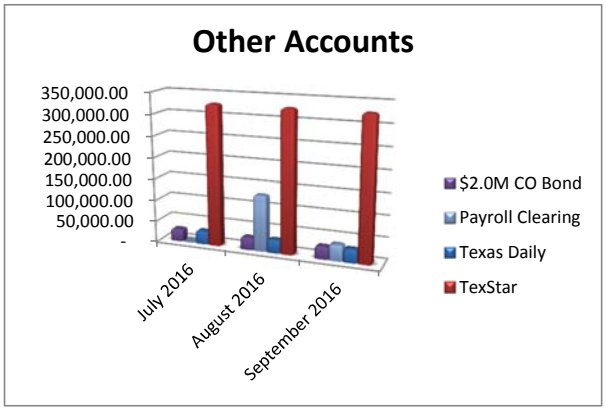
TRANSACTION ACTIVITY- WELLSFARGO

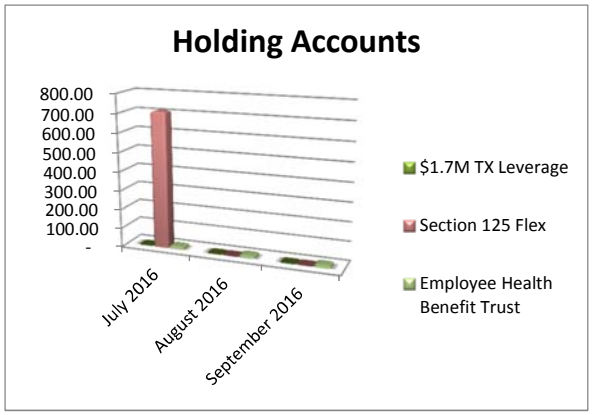
Bank	Account Name	Balance 7/1/2016	Deposits	Withdrawls	Interest	Balance 9/30/2016
Wellsfargo	Consolidated Cash	$ 1,772,711.52	$ 3,305,558.67	$ (3,358,841.41)	$ -	$ 1,719,428.78
Wellsfargo	Payroll Clearing	1,646.80	958,318.72	(922,372.33)	1.72	37,594.91
Wellsfargo	Section 125 Flex	1,219.48	843.20	(2,062.68)	-	-
Wellsfargo	Dick Price Rd	-	-	-	-	-
Wellsfargo	Employee Health Benefit Trust	12.61	-	-	0.54	13.15
TOTAL WELLSFARGO		$ 1,775,590.41	$ 4,264,720.59	$ (4,283,276.42)	$ 2.26	$ 1,757,036.84

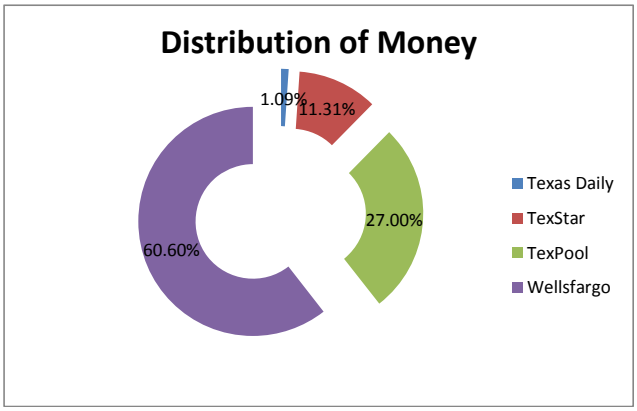
CASH BREAKDOWN BY FUND

	July 2016	August 2016	September 2016
01- General Fund	$ 1,340,386.55	$ 1,144,065.54	$ 862,139.28
02- Debt Service Fund	77,539.13	(63,709.81)	13,246.53
04- Capital Project Fund	82,538.90	99,070.43	30,818.34
05- Capital Replacement Fund	(5,024.52)	1,131.74	369,557.89
07- Storm Drainage Utility Fund	158,563.43	168,039.61	161,225.12
10- Water/Sewer Fund	(171,727.69)	(123,781.10)	(56,559.37)
12- Court Security Fund	10,592.36	10,974.58	11,320.61
13- Capital Bond Fund	(60,806.00)	-	-
14- Park Dedication Fund	195,224.51	195,252.87	195,280.46
15- Economic Development Fund	(63,972.52)	19,485.67	41,355.62
16- Court Technology Fund	10,358.31	10,867.42	11,328.24
17- Streets Improvement Fund	367,169.33	417,468.54	411,185.41
18- Juvenile Case Manager Fund	26,435.68	26,048.73	25,597.31
19- EDC4B Capital Bond Fund	29,510.71	29,520.05	29,529.25
21- TIF #1 New Hope Fund	(19,892.13)	(12,642.93)	(5,112.62)
31- Police Seizure Fund	6,223.82	2,035.97	2,036.25
32- Library Building Fund	11,624.02	11,748.15	11,663.02
34- LEOSE Fund	-	-	-
41- Park Rec/Other Donation Fund	43,980.57	41,841.13	41,421.24
45- Roadway Impact Fee Fund	359,190.83	338,855.25	329,030.59
61- Water Impact Fee Fund	261,367.97	98,026.29	119,579.55
62- Sewer Impact Fee Fund	94,977.66	95,967.36	104,864.27
65- Water Improvement Fund	-	-	-
83- Tree Reforestation Fund	67,874.39	67,884.25	67,893.84
85- Unclaimed Property Fund	1,990.24	1,990.24	1,990.24
95- EDC Reserve Fund	120,097.49	120,114.94	120,131.91
TOTAL ALL FUNDS	$ 2,944,223.04	$ 2,700,254.92	$ 2,899,522.98









KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

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

I. Subject:
Consider authorizing the Mayor to execute an Interlocal Agreement with Tarrant County for assistance with ditch maintenance along Dick Price Road and the replacement of a culvert at 5th Street and Kenney Street

II. Originated by:

III. Summary:
The budget provides for ditch maintenance and the culvert replacement through an interlocal agreement with Tarrant County. This agreement is the same as prior agreements with Tarrant County, with the City purchasing material and the County providing labor for construction and the equipment.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Tarrant County Interlocal Agreement	Tarrant County ILA.pdf

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

WHEREAS, the CITY is requesting the COUNTY's assistance with drainage improvements on Dick Price Road from railroad tracks to Green Circle and culvert installation at the intersection of Fifth Street and Kenney Street (the "**Project**").

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

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

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

a. This Agreement serves the common interests of both parties;
b. This Agreement will benefit the public;
c. The division of costs fairly compensates both parties to this Agreement; and
d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

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

1.1 Remove ditch sediment and debris where necessary;
1.2 Remove soil build up along roadway edges;
1.3 Remove vegetation from ditch lines where necessary; and
1.4 Install Reinforced Concrete Pipe (RCP).

2. CITY RESPONSIBILITY

2.1 CITY will furnish all materials for the Project and pay trucking charges.
2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this Project.
2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.

2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and

2.5 CITY will provide temporary driving lane markings.

2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction.

2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project.

2.8 CITY will provide any soil lab testing needed for the Project.

2.9 CITY will pay COUNTY $10,000.00 for the labor and equipment involved with the Project.

3. PROCEDURES DURING PROJECT

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

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

4. NO WAIVER OF IMMUNITY

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

5. OPTIONAL SERVICES

5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services

5.2 If necessary, the CITY will furnish flag persons.

5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

6. TIME PERIOD FOR COMPLETION

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

7. THIRD PARTY

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

8. JOINT VENTURE & AGENCY

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

9. EFFECTIVE DATE

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

10. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause by providing thirty (30) days' prior written notice of intent to terminate to the other party. This Agreement will automatically terminate upon completion of the Project or September 30, 2017, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

TARRANT COUNTY, TEXAS

_____
COUNTY JUDGE

Date: _____

_____
COMMISSIONER, PRECINCT 2
Andy Nguyen

Attest:

_____

APPROVED AS TO FORM*

_____
Criminal District Attorney's Office*

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

CITY OF KENNEDALE

_____
Authorized City Official

Date: _____

Attest:

_____

APPROVED AS TO FORM AND LEGALITY

_____
Assistant City Attorney

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

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

I. Subject:
Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority for Administrative Cost Funding for Section 5310 Program (from 2024 to 2026)

II. Originated by:

III. Summary:
This is an annual agreement with the Fort Worth Transportation Authority that allows for FTA paratransit services in Kennedale. This agreement covers the service period of January 1, 2016 through December 31, 2016.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Fort Worth Transportation Authority Interlocal Agreement	ILA FWTA.pdf

T Contract No. _____
City Secretary Contract No. _____

INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COSTS FUNDING FOR SECTION 5310 PROGRAM BETWEEN THE FORT WORTH TRANSPORTATION AUTHORITY AND THE CITY OF KENNEDALE, TEXAS

The Fort Worth Transportation Authority ("T") and the City of Kennedale, Texas ("City") are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the "Parties".

WHEREAS, the City of Kennedale desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is a member of a transportation authority; and

WHEREAS, the Fort Worth Transportation Authority is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked the T to develop and implement a Section 5310 program (TCTS) for otherwise under served communities in Tarrant County; and

WHEREAS, the Fort Worth Transportation Authority has been awarded the grant for this area and the City of Kennedale is contributing $1,288.00 towards the administrative costs of the Section 5310 service (TCTS); and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12 month period;

The parties pursuant to City of Kennedale action and Fort Worth Transportation Authority action agrees as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping or recreation.

2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by it respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. The Fort Worth Transportation Authority will administer transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services from January 1, 2017 through December 31, 2017.

4. The Fort Worth Transportation Authority will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.

5. The City of Kennedale will pay the authorized amount to the Fort Worth Transportation Authority within 30 days of receipt of invoice.

6. Fort Worth Transportation Authority will provide access upon request to the Section 5310 records to the City of Kennedale.

7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.

8. The term of this agreement will begin January 1, 2017 and end December 31, 2017.

9. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of $2.50.

CITY OF KENNEDALE, TEXAS

By:_____
Mayor

ATTEST:_____

APPROVED AS TO FORM:

_____
City Attorney
City of Kennedale, Texas

FORT WORTH
TRANSPORTATION AUTHORITY:

By:_____
Paul J Ballard
President & CEO

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

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

I. Subject:
Consider extending the Development Agreement with HM Real Estate Management, Ltd. and Cynthia McMillan for two years

II. Originated by:

III. Summary:
The city entered into a development agreement on June 3, 2014 with HM Real Estate Management and Cynthia McMillan for the development of the Texas Raceway property. Section 3.1 provided for "the term of this agreement shall be ten years." The owners have requested the agreement be amended to extend the term of the development agreement an additional two years or until June 3, 2026 (rather than June 3, 2024). No other rights are granted . The request is to provided adequate time for development once all the development barriers have been removed. The city's engineers are nearing the completion of the sewer line extension and the preliminary design of New Hope Road, with immediate focus on the bridge.

Recommendation:
Approve the extension of the agreement and request the city attorney prepare an amendment for the Mayor's authorized signature.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Current Development Agreement-HM Real Estate/McMillan	Development Agreement (City).pdf

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between HM Real Estate Management, Ltd. and Cynthia McMillan (collectively, the "Owner") and the City of Kennedale, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective June 3, 2014 (the "Effective Date").

ARTICLE I
RECITALS

WHEREAS, the City is a home rule municipality; and

WHEREAS, the property governed by this Agreement is an approximately 109.512-acre tract of land described and depicted on **Exhibit A** (the "Property"); and

WHEREAS, Cynthia McMillan owns the approximately 17.92-acre tract of land described on **Exhibit A**, and HM Real Estate Management, Ltd. owns the remainder of the Property; and

WHEREAS, the Owner is currently operating on the Property a drag racing track, which is a legally permitted nonconforming use under the City's zoning regulations (the "Nonconforming Use"); and

WHEREAS, under the City's zoning regulations, the Property is subject to amortization and termination of the Nonconforming Use after a reasonable period of time that gives the Owner an opportunity to recover its investment in the Nonconforming Use; and

WHEREAS, the Parties agree that it is reasonable for the Nonconforming Use to terminate by October 31, 2016 in consideration for the City's agreement not to cause, or attempt to cause, the earlier termination of the Nonconforming Use and the City's agreement to construct and fund certain sewer infrastructure improvements, as further described in this Agreement; and

WHEREAS, the City anticipates the development of uses on the Property that could include single family residences, townhomes, and neighborhood village uses, as described by the City's comprehensive land use plan; and

WHEREAS, the City acknowledges that the residential development and densities illustrated on the schematic development plan for the Property attached as **Exhibit B** conform to the City's comprehensive land use plan; and

WHEREAS, **Exhibit B** is attached for informational purposes only to illustrate the type of development and density contemplated by the City's comprehensive land use plan, and development in accordance with **Exhibit B** is not required by this Agreement; and

WHEREAS, the Parties anticipate the future rezoning of the Property consistent with the City's comprehensive land use plan prior to the redevelopment of the Property; however, nothing in this Agreement is intended to require redevelopment of the Property or rezoning of the Property; and

WHEREAS, it is understood and agreed by the Parties that nothing in this Agreement is intended to require the City to construct and fund sewer infrastructure improvements until the Property is redeveloped in accordance with this Agreement; and

WHEREAS, concurrently with the approval and execution of this Agreement, the City Council has approved and entered into that certain TIRZ Development Agreement with the Owner related to reimbursement of certain New Hope Road improvement costs, as well as certain sewer costs as further described below.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
PROVISIONS RELATING TO USE AND DEVELOPMENT OF THE PROPERTY

2.1 Termination of Nonconforming Use. The Owner's right to operate the Nonconforming Use shall terminate on October 31, 2016. Subject to the Owner not being in default under this Agreement, the City agrees to refrain from taking any action to cause, or attempt to cause, the Nonconforming Use to terminate prior to October 31, 2016. The City shall not require the removal of existing structures on the Property based solely on the termination of the Nonconforming Use. If the Owner applies for the rezoning of all or a portion of the Property, or the City rezones all or a portion of the Property, prior to October 31, 2016, such actions shall not affect the Owner's rights under this Section 2.1. The City agrees that it will not require the Owner to waive its rights under this Agreement in exchange for a rezoning of all or a portion of the Property.

2.2 Water. The future development of the Property will be served by the existing City-owned water lines running through or adjacent to the Property. The City agrees to reserve sufficient capacity in these water lines to serve a minimum of 200 single family equivalent units on the Property for the full term of this Agreement. This reservation shall not expire if the Property is under development at the end of the term of this Agreement. For purposes of this paragraph, the phrase "under development" includes grading and other site work, and construction of infrastructure or buildings, that is directly related to the redevelopment of the Property as contemplated by this Agreement.

2.3 Sewer.

(a) As consideration for the Owner's commitment to terminate the Nonconforming Use pursuant to Section 2.1, the City agrees to construct (to be repaid from the tax increment reinvestment zone that encompasses the Property) a sewer trunk line that is a minimum of ten inches in diameter and any related improvements necessary to connect the Property to the City's existing sewer infrastructure located immediately north of the Property (collectively, the "Sewer Project"), which currently includes a 12-inch diameter sewer line the City plans to upsize to a 15-inch diameter sewer line. The Sewer Project is generally shown on **Exhibit C** (see the area shown as "project 5" and encompassed by a blue cloud on **Exhibit C**).

(b) The City agrees to design the Sewer Project with sufficient capacity for the intended development of the Property with a minimum of 200 single family equivalent units, and to reserve such capacity in the Sewer Project for the future development of the Property. The term of the reservation shall be the same term provided for the reservation for water capacity in Section 2.2.

(c) The Owner agrees to complete and deliver to the City Manager a phase two environmental site assessment of the Property prepared by a licensed professional no later than 180 days after the Effective Date of this Agreement. The City agrees that the Owner shall have no liability or responsibility for the information included in the phase two environmental site assessment. If the phase two environmental site assessment demonstrates that the Property is developable, the Owner shall give notice to the City when it is ready to proceed with development of the Property. The City agrees to enter into a contract for the engineering and design of the Sewer Project within ninety (90) days after receipt of the notice. The filing of a preliminary plat application for the Property shall constitute delivery of notice to the City under this paragraph. The City's Engineer will coordinate the design of the Sewer Project with the design of the development of the Property as provided by the Owner's engineer. The City agrees to award a construction contract for the Sewer Project and to cause construction of the Sewer Project to be completed to coincide with the commencement of the development of the Property.

(d) Upon at least 30 days' prior written notice from the City to the Owner but not more than 90 days before the City solicits bids for construction of the Sewer Project, the Owner will dedicate a public sanitary sewer easement that is a minimum of 15 feet in width for the portion of the Sewer Project that will be located within the Property, as well as a temporary construction easement. The permanent easement and temporary construction easement will be located within the floodplain on the western portion of the Property at a location that minimizes impacts to developable portions of the Property and is approved by both Parties, with such approval not to be unreasonably withheld, conditioned, or delayed. The easement shall be in the form attached hereto as **Exhibit D** unless the City approves another form of easement at the request of the Owner.

(e) No tree mitigation shall be required in connection with the removal of trees to construct the Sewer Project within the Property. The City agrees to exercise all reasonable care to preserve existing trees in the vicinity of the Sewer Project, and will cause its contractor to do the same.

(f) If the City does not timely commence construction of the Sewer Project in accordance with the terms of this Section 2.3, the City agrees the Owner shall have the right, but not the obligation, to construct the Sewer Project in accordance with that certain TIRZ Development Agreement between the Owner and the City dated June 3, 2014 (the "TIRZ Agreement").

2.4 Public Improvement District. Upon petition by the Owner pursuant to Chapter 372 of the Texas Local Government Code, the City agrees to consider the creation of a public improvement district (PID) to reimburse costs eligible under Chapter 372 from annual

assessments on each lot within the Property, including on-site infrastructure costs and other eligible improvements identified by the Owner.

2.5 Linear Park. Subject to the City not being in default of its obligation to enter into an engineering and design contract pursuant to Section 2.3(c) of this Agreement, the following provisions shall apply:

(a) The Owner agrees to donate a minimum 100-foot wide strip of land within the Property to either the City or a third party approved by the City for use as a public linear park. The donation shall occur prior to or concurrently with the City's approval of the first final plat for a portion of the Property. This strip of land shall overlap with the sewer easement described above to the extent possible, and shall be located along the creek within the floodplain and floodway on the western side of the Property. The Owner shall have the sole right to determine the exact location and dimensions of this strip of land, consistent with the requirements of this Section 2.5 and the City's park dedication requirements. It is understood and agreed that the location of this strip of land must allow for the construction of a public hike and bike trail that will connect to other such trails adjoining the Property. If park land is not donated in accordance with the terms of this Section 2.5, the City may deny the final plat.

(b) The deed conveying this strip of land to the City shall be in the form attached hereto as **Exhibit E** unless the City approves another form of deed at the request of the Owner.

(c) The size of the park land donated within the Property shall meet or exceed the then-current park land dedication acreage requirement based on the number of permitted residential units on the Property pursuant to a City ordinance that is generally applicable to all residential development in the City's corporate limits. Upon the donation of this park land, the City shall be deemed to have waived (i) all park fee requirements that would otherwise apply to the development of the Property; and (ii) all park land dedication requirements that would otherwise apply to the development of the Property.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties agree that the donation of land required by this Section 2.5 shall not be required unless the Property has been rezoned by the City to allow development of a minimum of 200 single family equivalent units within the Property.

ARTICLE III
ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall be ten years.

3.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.3 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: City Manager City of Kennedale 405 Municipal Drive Kennedale, Texas76060
With a copy to:	City Attorney City of Kennedale Attn: Wayne Olson 6000 Western Place, Suite 200 Fort Worth, Texas 76107
To the Owner:	Attn: Cynthia McMillan PO Box 820576 Fort Worth, Texas 76182 and 3830 New Hope Road Kennedale, Texas 76060
With a copy to:	Attn: Melissa Lindelow Shupe Ventura Lindelow & Olson, PLLC 500 Main Street, Suite 800 Fort Worth, Texas 76102

3.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of the Party who originally drafted the provision.

3.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public

notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.6 Entire Agreement; Binding Obligations; Releases. This Agreement together with the TIRZ Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement and the TIRZ Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. This Agreement shall be recorded in the deed records of Tarrant County, Texas, and shall be binding upon the Parties. The Owner's obligations under this Agreement shall be binding upon the Owner's successors and assigns; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any end-buyer. For purposes of this Agreement, the Parties agree that the term "end-buyer" means any owner, builder, tenant, user, or occupant of a lot included within a City-approved final plat that has been recorded in the deed records. Upon approval of each final plat for all or a portion of the Property, the City agrees to cause the City Manager to execute a release of this Agreement, in recordable form, for the portion of the Property included in the final plat releasing the Owner and its successors and assigns from all obligations under this Agreement that have been performed.

3.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall lie in Tarrant County, Texas.

3.9 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, the Owner has the right to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement and the TIRZ Agreement to the extent this Agreement or the TIRZ Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the

Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. An Assignee shall be considered a "Party" and the "Owner" for the purposes of this Agreement.

3.10 Events of Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to cure the alleged failure. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

3.11 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.12 Rough Proportionality. The Owner agrees that all dedications made by the Owner pursuant to this Agreement are roughly proportional to the need created by the development of the Property, and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications required by this Agreement are related both in nature and extent to the impact of the Owner's development. The Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Owner's development, but only to the extent such claims relate to the dedication required by this Agreement.

3.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

3.15 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Schematic Development Plan
Exhibit C	Sewer Project Location
Exhibit D	Form of Sewer Easement
Exhibit E	Form of Deed

Executed by the Owner and the City to be effective on the Effective Date.

City of Kennedale, Texas

Brian Johnson
Mayor, City of Kennedale

ATTEST:

Amethyst G. Sloane
City Secretary, City of Kennedale

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on June 3, 2014 by Brian Johnson, Mayor of the City of Kennedale, Texas on behalf of said city.

Notary Public, State of Texas

SARAH QUIETT
Notary Public, State of Texas
My Commission Expires
September 24, 2017

2321.002\39713.9

HM Real Estate Management, Ltd.

By: _____
Name: Cynthia McMillan
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on June __, 2014 by Cynthia McMillan, _____ of HM Real Estate Management, Ltd., a Texas limited partnership on behalf of said limited partnership.

DOLORES OFFNER NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-28-2016

_____
Notary Public, State of Texas

_____
Cynthia McMillan

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on June __, 2014 by Cynthia McMillan, an individual.

DOLORES OFFNER NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-28-2016

_____
Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Tract I
2.00 Acres

TRACT I:

A portion of Lot 1, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of said Lot 1;

THENCE North, along the west line of said Lot 1, 193.60 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 450.97 feet to a set 1/2" steel rod in the east line of said Lot 1 and the west line of Kennedale–New Hope Road, a public road of variable width right–of–way;

THENCE South along said east line of Lot 1 and said west line of Kennedale–New Hope Road, 193.60 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;

THENCE South 86°14'00" West, along the south line of said Lot 1, passing a found 1/2" steel rod at 10.02 feet, continuing in all 450.97 feet to the Point of Beginning and containing 2.000 acres (87,120 square feet) of land, more or less.

Tract II
85.362 Acres

TRACT II:

Lot 7, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5932, Plat Records, Tarrant County, Texas.

SAVE AND EXCEPT a 3.175 acre tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of Lot 2, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas;

THENCE South 86°14'00" West, 217.43 feet to a set 1/2" steel rod;

THENCE North, 637.49 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 217.43 feet to a set 1/2" rod in the west line of Lot 4, of said RACEWAY ESTATES, and in the east line of said Lot 7;

THENCE South along the west line of Lots 4, 3 and 2 and the east line of said Lot 7, 637.49 to the Point of Beginning and containing 3.175 acres (138,309 square feet) of land, more or less.

Tract III
1.573 Acres

TRACT III:

A 1.573 acre tract of land out of the JOEL SNYDER SURVEY, Abstract No. 1448, in Tarrant County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" steel rod in the center of County Road No. 2025 (Kennedale–New Hope Road), said point being 425 varas (1180 feet) West of the northeast corner of said Snyder Survey;

THENCE West along the north line of said Snyder Survey, passing a found 1/2" steel rod at the southeast corner of said Lot 7, Raceway Estates at 55.00 feet and continuing in all, 525.60 feet to a set 1/2" steel rod at the Point of Beginning;

THENCE South 03°12'44" East, 116.99 feet to a set 1/2" steel rod;

THENCE South 88°49'42" West, 557.55 feet to a set 1/2" steel rod;

THENCE North 04°17'04" West, 128.56 feet to a set 1/2" steel rod in the north line of said Snyder Survey;

THENCE East along the north line of said Snyder Survey and the south line of said Lot 7, Raceway Estates, 560.48 feet to the Point of Beginning and containing 1.573 acres (68,520 square feet) of land, more or less.

Tract IV
2.657 Acres

A 2.657-acre tract of land out of the R.C. Richey Survey, Abstract No. 1327, situated in Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Richey Survey and the northwest corner of the Joel Snyder Survey, Abstract No. 1448;

THENCE North 36°52'05" East 694.43 feet to a point;

THENCE South 555.56 feet to a point in the south line of said Richey Survey;

THENCE, West along the south line of said Richey Survey, 416.64 feet to the Point of Beginning, and containing 2.657 acres (115,735 square feet) of land, more or less.

Tract V
17.92 Acres

A 17.92 Acre Tract of Land situated in the C.B. Teague Survey, Abstract 1506, Tarrant County, Texas, and being a part of the Tommy L. Gay Tract, Veteran Purchase, 3035/468, and being particularly described as follows:

BEGINNING at an iron rod in the most Easterly North lineof said Gay tract at the Northeast corner of the Texas Electric 1.740 acre tract;

THENCE S 88 degrees 47' 30" E with said North line of said Gay tract a distance of 905.3 feet to the Northwest corner of a 4.00 acre tract;

THENCE S 20' 30" with the west line of said 4.00 acre tract a distance of 844.9 feet to the Southwest corner of said 4.00 acre tract and being in the most Easterly South line of said Gay tract;

THENCE S 89 degrees 0' 30" W with said South line a distance of 905.0 feet to the Southeast corner of the Texas Electric 1.740 acre tract;

THENCE N 0 degrees 20-1/2'W with the East line of said Electric 1.740 acre tract

a distance of 879.6 feet to the PLACE OF BEGINNING and containing 17.92 acres of land.

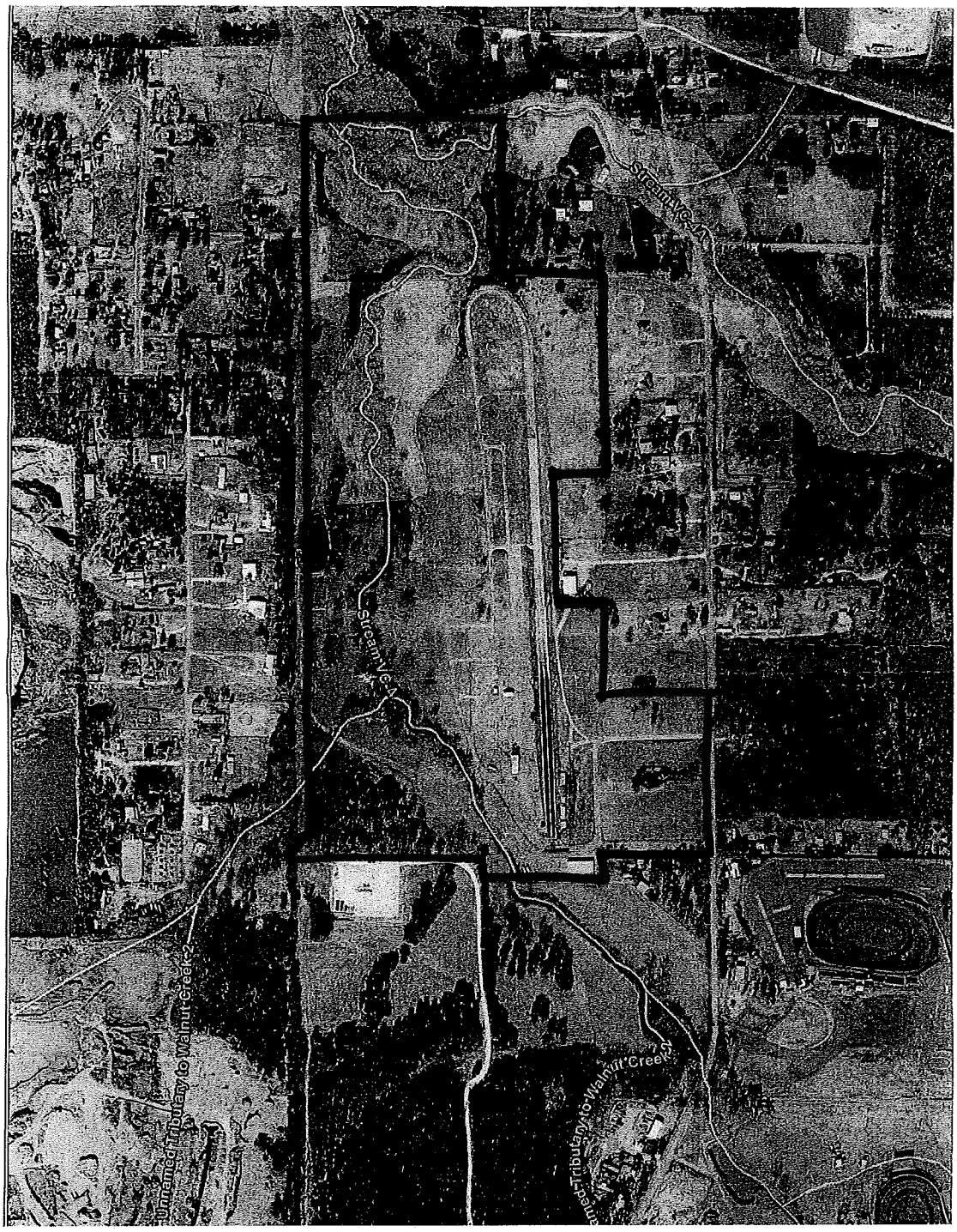

Unnamed Tributary to Walnut Creek
Unnamed Tributary to Walnut Creek
Stream Vc-1
Stream Vc-1

EXHIBIT B
SCHEMATIC DEVELOPMENT PLAN

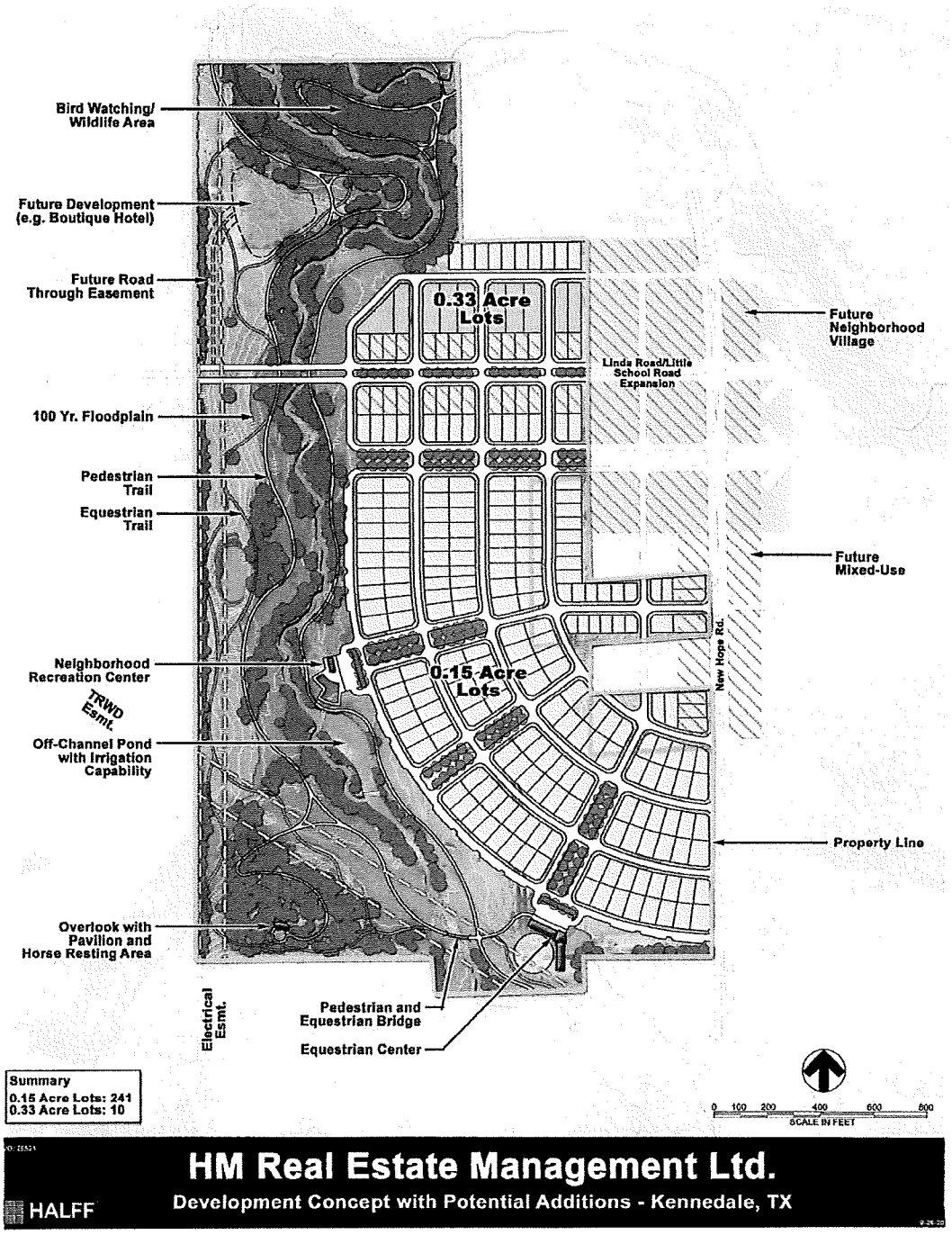
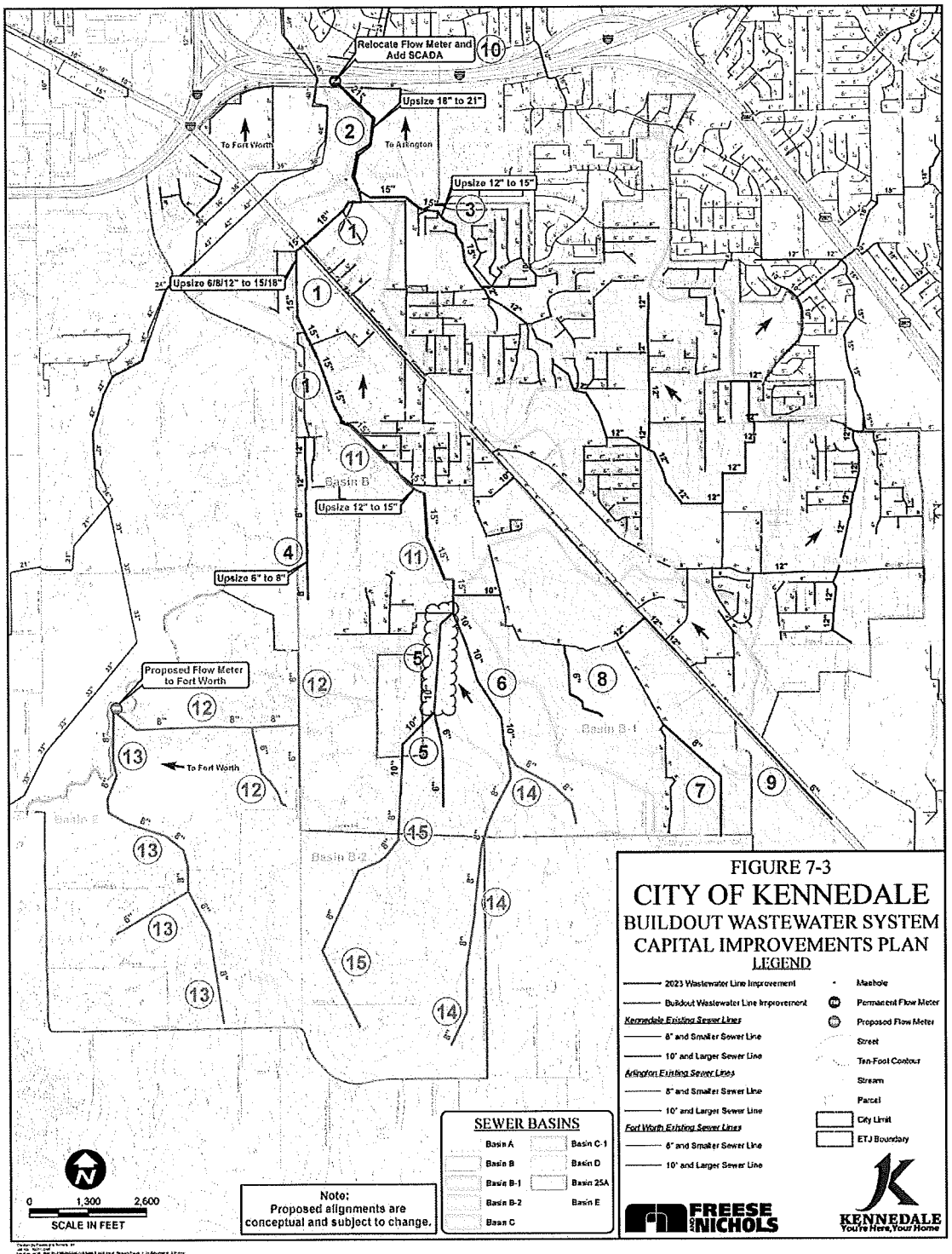


EXHIBIT C
SEWER PROJECT LOCATION



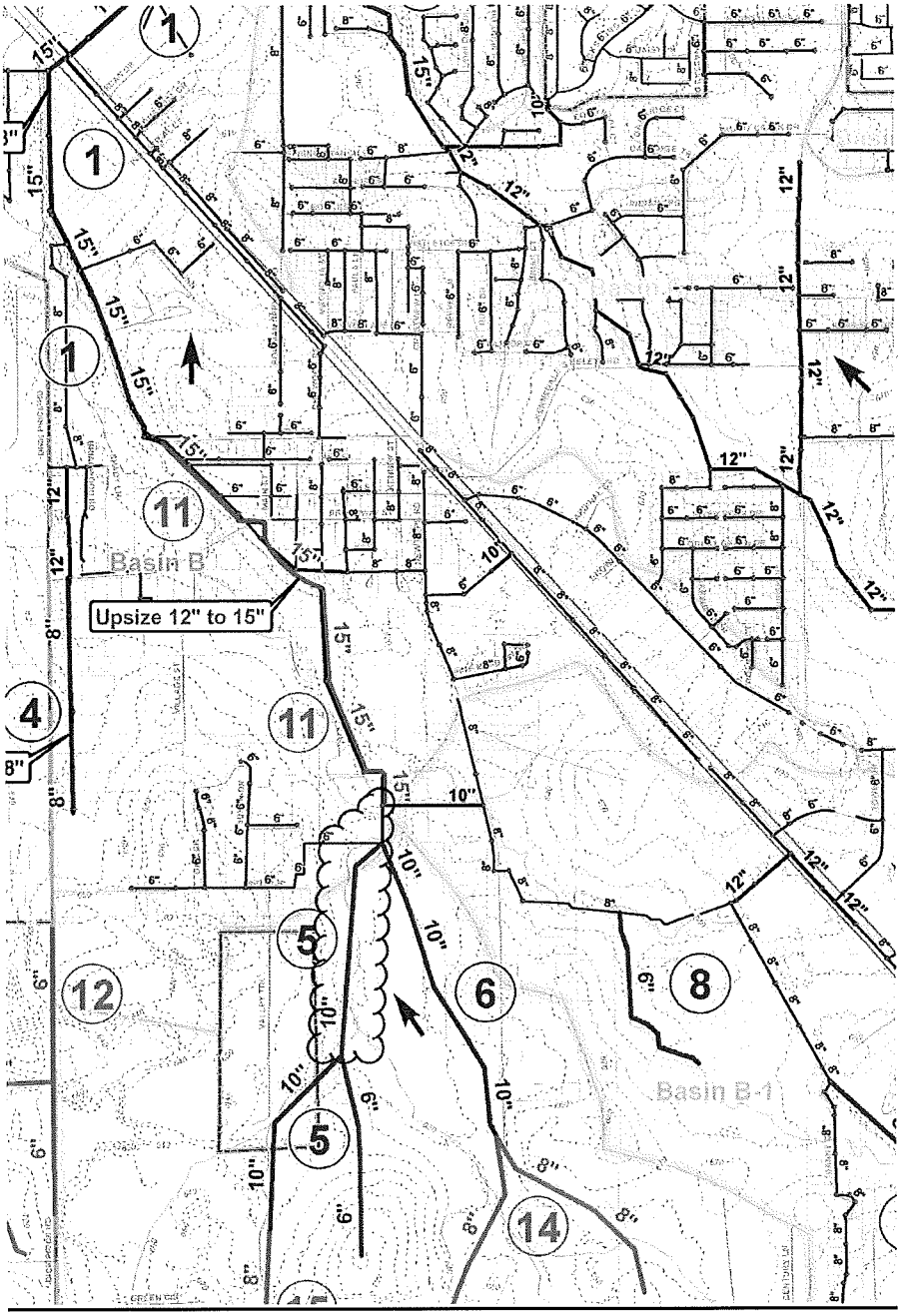

Upsize 12" to 15"
Basin B
Basin B-1
1
11
4
12
5
6
8
14

EXHIBIT D
FORM OF SEWER EASEMENT

CITY OF KENNEDALE

SANITARY SEWER EASEMENT

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

THAT _____, GRANTOR herein, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF KENNEDALE, a home rule municipality in Tarrant County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby grant, sell and convey unto said GRANTEE, a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating sanitary sewer lines and related facilities in, into, upon, over, across, under and through all that land in Tarrant County, Texas, as follows:

> A ____-foot wide permanent sanitary sewer easement, as more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, together with the right of ingress and egress as necessary for such purposes.

Additionally, GRANTOR does hereby convey to GRANTEE a contiguous temporary construction easement for the purpose of installing said sanitary sewer lines and related facilities in the above described permanent easement, said temporary construction easement being more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

The temporary construction easement shall terminate 30 days after completion of the sanitary sewer lines, but in no event later than 360 days of the execution of this easement. The temporary construction easement shall include the right to excavate and fill upon the temporary easement.

GRANTEE shall be obligated to restore the surface of the area described on Exhibit "A" and shown on Exhibit "B" to its previous condition, including removal of debris and restoration of any authorized improvements that are removed, relocated, altered, damaged, or destroyed as a result of GRANTEE'S use of such areas, within 30 days after cessation of work; however, GRANTEE shall not be required to replace trees or shrubs that are removed from the easement area. GRANTEE shall maintain the easement area in a neat and clean condition.

2321.002\40061.2

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the permanent easement granted herein any permanent structures, provided, however, it is agreed that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns may (1) construct driveways and parking lots on and across said easement; and (2) construct or place other improvements, other than buildings, on and across said easement that do not interfere with GRANTEE'S use of the easement, including landscaping, irrigation, sidewalks or trails, fencing, lighting, and drainage improvements that do not interfere with GRANTEE'S use. GRANTEE shall erect temporary fencing to prevent livestock from entering areas described on Exhibit "A" that are impacted by GRANTEE'S construction or maintenance activities.

It is further intended that the permanent sanitary sewer easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR's successors and assigns; and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR's chain of title. The permanent sanitary sewer easement, rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above described permanent easement with the right of ingress and egress thereto, together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20___.

GRANTOR:

_____

_____

2321.002\40061.2

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

2321.002\40061.2

EXHIBIT E
FORM OF DEED

DEDICATION DEED

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

That _____ ("Grantor") hereby dedicates and grants in fee simple to the City of Kennedale, a Texas municipal corporation ("Grantee"), subject to the mineral reservation and exceptions hereinafter described, that certain tract of land described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

The Property conveyed hereunder is subject to the following: validly existing easements and rights-of-way; all matters of record including, but not limited to, all recorded restrictions, reservations, and covenants; and any discrepancies, conflicts, or shortages in area or boundary lines.

Grantor reserves all of the water, oil, gas and other minerals in and under the Property. Grantor, on behalf of itself and its successors and assigns, as to its mineral ownership and as to all mineral ownership for which it holds exclusive and/or leasing rights, expressly releases and waives all rights to use all or any part of the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in and under the Property. This release and waiver includes the surface and all areas two hundred feet (200 feet) below the surface.

The use of the Property shall be restricted to use as a public park.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee and

Grantee's successors and assigns forever. This donation of the Property is made without warranty, express or implied.

[signature page to follow]

WITNESS GRANTOR'S HAND this _____ day of _____, _____.

[insert Grantor's signature block and acknowledgment]

ACCEPTED:

CITY OF KENNEDALE

By:_____
Name: _____
Title: Mayor of the City of Kennedale

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged on this the _____ day of _____, 20___, by _____, Mayor of the City of Kennedale, a Texas municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

Exhibit A
Description of the Property

KENNEDALE
Planning and Zoning Commission
www.cityofkennedale.com

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: November 21, 2016
Agenda Item No: DECISION ITEMS (A)

I. SUBJECT

CASE # PZ 16-12 Public hearing and consideration of Ordinance approval regarding a request by Joe Boston, Jr for SOS Renovations, LLC for a zoning change from "AG" Agricultural to "R-3" Single-family residential for approximately 1.5 acres in the W E Haltom Survey A-731 and described in a deed recorded as D213282537 in the Tarrant County deed records and located at 1115 Border Ln.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Rezone
Applicant	Joe Boston for SOS Renovations
Location	Border Lane, behind Shady Creek East neighborhood (see map)
Surrounding Uses	Single family residential; educational
Surrounding Zonings	R-1 single family residential to the east and west; Agricultural to the north, and R-3 and R-2 single family residential to the south
Future Land Use Plan Designation	Neighborhood
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	*Recommendation will be provided soon*

CURRENT STATUS OF PROPERTY

The property is approximately 1.5 acres in size and has one house; the property is owned by the applicant.

SURROUNDING PROPERTIES & NEIGHBORHOOD

SURROUNDING ZONING CLASSIFICATIONS

All of the zoning districts surrounding this property are for single family residential use: R-1, R-2, and R-3 single family residential, as well as Agricultural.

SURROUNDING LAND USES

The majority of properties surrounding this one are single-family residential in use. The exception is the east side, which is the high school property.

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, which conforms to the comprehensive land use plan. The property is surrounded by existing residential development, so it can't feasibly connect to an existing community or civic use, and providing such a space would be difficult in a site this size.

Staff considers the requested rezoning to be in compliance with the comprehensive land use plan.

COMPLIANCE WITH OTHER CITY PLANS AND POLICIES

STRATEGIC PLAN

The recommendations of the strategic plan do not relate to the requested rezoning.

CITY COUNCIL PRIORITIES MEASURED THROUGH THE BALANCED SCORECARD

Only one of the Council's priorities as measured through the balance scorecard relates to this request, which is enhancing the business climate relates to this rezoning request. Increasing the number of residents who can use Kennedale businesses was identified as one way to enhance the business climate, and the R-3 zoning district allows for more residences – and therefore more people – than the Agricultural zoning district does.

ADDITIONAL FACTORS TO CONSIDER

When considering rezoning requests, the City may also consider the appropriateness of current zoning and whether a rezoning would have an adverse impact on surrounding properties. In this case, the current zoning is no longer appropriate. The area is primarily suburban in character, and agricultural operations permitted under current zoning would not be suitable.

STAFF RECOMMENDATION

Based on the above analysis, staff recommends approval of the rezoning as described below.

ACTION BY THE PLANNING & ZONING COMMISION

The Planning & Zoning Commission considered this case during its September regular meeting. During the public hearing, a neighboring property owner expressed concern about having R-3 lots built near his home in Shady Creek East. Another property owner said there was a 50-foot easement on the property that would affect how it could be developed. Staff and the applicant were unaware of this easement, so the Commission postponed the case until October to allow time for information about the easement to be collected.

The only record staff could find concerning a 50-foot easement in this location was for a sanitary control easement that surrounds the city's well site on an adjacent lot; this information was provided to the Commission during its October meeting. It does not appear that this easement extends onto the property requested for rezoning. However, the Commission wanted to respond to concerns about the number of homes that could be built if the property were rezoned R-3. Since the city has the option of rezoning to a district less intensive than the one requested by the applicant, the Commission discussed the possibility of rezoning as a planned development district. The Commission asked the applicant to explore site design options in terms of what lot sizes larger than the R-3 minimum size would work for his plans. The Commission voted to postpone the case until its November meeting to allow the applicant time to look at lot size options.

In the meantime, staff consulted with the city attorney, who advised staff that a planned development district is not truly considered a less intensive zoning district in this context. Staff therefore will be recommending to the Commission that it rezone the half acre with the existing house as R-2 residential and the remaining acre as R-3 residential. The applicant has indicated he intended to keep the existing house and develop only the vacant acre, so this recommendation would not disrupt his plans, but it may reassure neighboring property owners about the maximum number of homes that could be developed.

The Commission will consider this case at its November regular meeting.

ACTION BY THE CITY COUNCIL

The Council may grant the requested zoning change, may change the zoning designation on a portion of the property requested for rezoning, or may initiate a request to consider changing all or a portion of the property to a district other than the one requested.

MOTIONS

The motions provided below are provided as examples.

Approval: Based on the information presented, I find that the proposed rezoning is conforms to the comprehensive land use plan and city requirements for rezoning. I make a motion to approve Ordinance 609 (Case PZ 16-12).

Deny: Based on the information presented, I find that the proposed use does not conform to the comprehensive land use plan [or does not meet requirements for rezoning, state which one] and make a motion to deny Ordinance 609 (Case PZ 16-12).

SOS Renovations LLC
P.O. Box 591
Mansfield Tx 76063
Phone 817-477-3222
Fax 817-200-7565
SOSRenovationsLLC@gmail.com

8/12/2016

Dear City of Kennedale – Planning and Zoning,

I am requesting a zoning change for the property located at 1115 Border Lane, Kennedale Tx. 76060 from (AG) agricultural to (R3) single family residential. I am the sole owner of this 1.5 acre property and 1 acre of the property currently sits vacant.

The current zoning for the property is (AG) agricultural. This is primarily due to the original land owner receiving that designation many years ago. Obviously, since that time the majority of lots and land that reside next to that location were sold and rezoned residential.

Currently, (AG) agricultural zoning does not comply with the property or any resident near that location. Frankly, it will never be used for that purpose. The future use of the property will be for single family residential usage.

Warm regards,
Joseph W. Boston Jr for SOS Renovations LLC

PETITION FOR CHANGE OF ZONING CLASSIFICATION

ZONING CASE #_____
(assigned by city staff)

DATE: 8-12-16

City Council
City of Kennedale
Kennedale, Texas 76060

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

You are hereby respectfully requested to approve the following request for a change of zoning classification. I, the applicant, request to change the zoning classification of the property described on Exhibit "A" attached, from its current zoning classification of

"(AG)" (Agricultural) to that of

"(R3)" (Single Family Residential) in its entirety as shown on Exhibit "B" attached. The property totals some 1.5 acres.

A statement of why the zoning change should be approved is attached to this application. I understand that I must satisfy the Council that either the general welfare of all the city affected by the area to be changed will be enhanced, or that the property is unusable for the purposes allowed under existing zoning.

Legal Description is HALTOM, WE Survey, Abstract: 731 TRACT: 1C01

Present use of the property is Vacant land

Address of the property is 1115 BORDER LN, Kennedale TX 76060

Property Owner's Name: JOSEPH BOSTON JR for SOS Renovations LLC

Address: 13 CALLOWAY CT
MANSFIELD TX 76063

Telephone Number: [redacted]

Applicant's Name: Joseph Boston Jr for SOS Renovations LLC

Address: 13 CALLOWAY CT
MANSFIELD TX 76063

Telephone Number: [redacted]

If applicant is not the owner, an owner's affidavit must be submitted with this application.

☒ I, the applicant, understand that city staff, the Planning & Zoning Commission, or the City Council may request from me a site plan or other supporting documents concerning the nature, extent, and impact of my request for rezoning, in addition to what I supply with my application for a change in zoning.

☒ I further certify that SOS Renovations LLC is the sole owner(s) of the property described in the legal description and shown in the map attached to this application, as of the date of this application.

Joseph W Boston Jr for SOS Renovations LLC — 8-12-16

Applicant Signature — Date

KENNEDALE

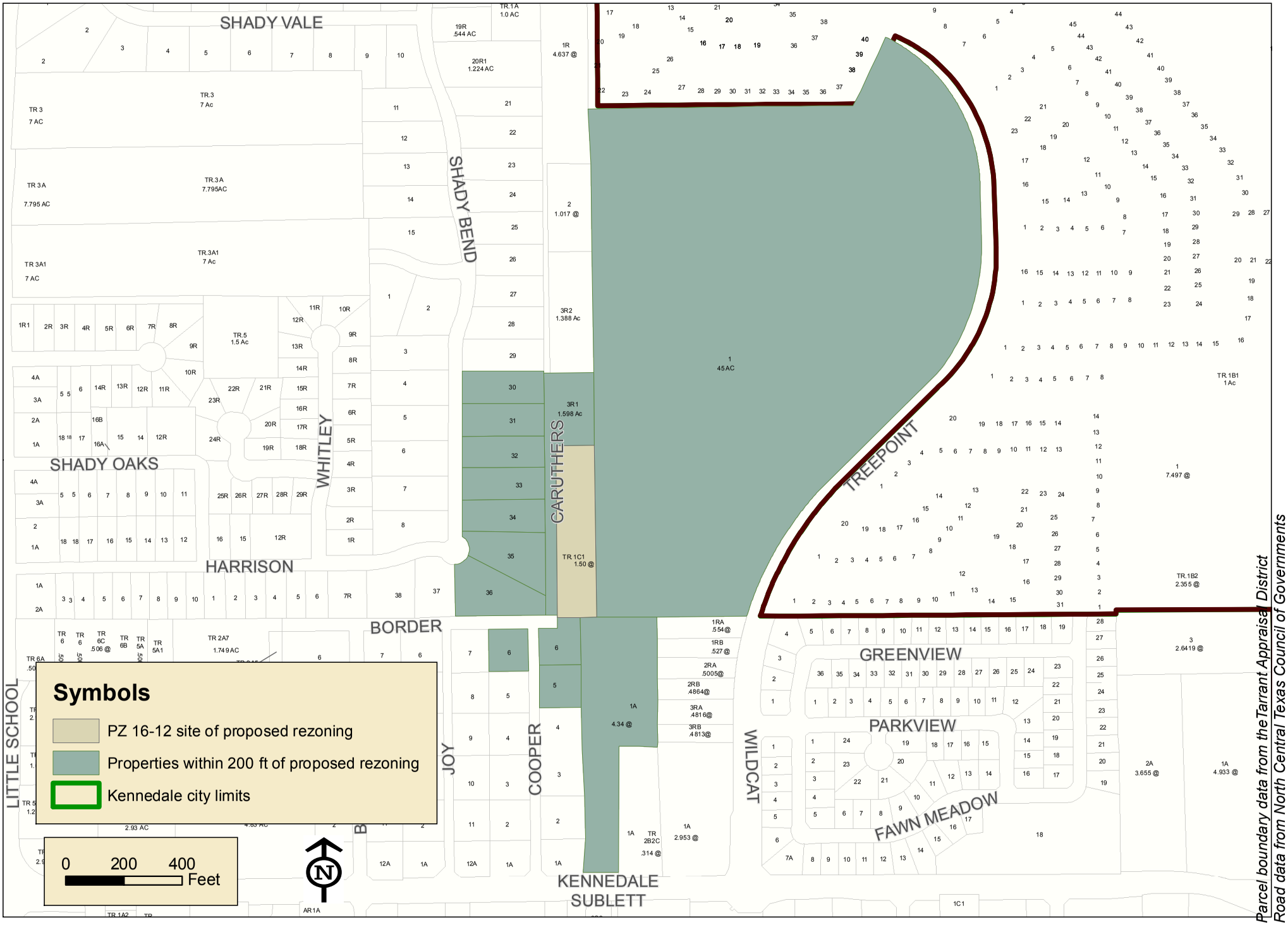
Items to be submitted with this application:

- ☐ Owner affidavit (if applicant is not the property owner)
- ☐ Application fee
- ☐ Statement of why the zone change should be approved
- ☐ Map showing the property requested to be rezoned
- ☐ Legal description (metes and bounds) for the property to be rezoned.
  - If you do not have a current survey with a metes and bounds description, you may submit the most recent deed for the property if it includes a metes and bounds description.

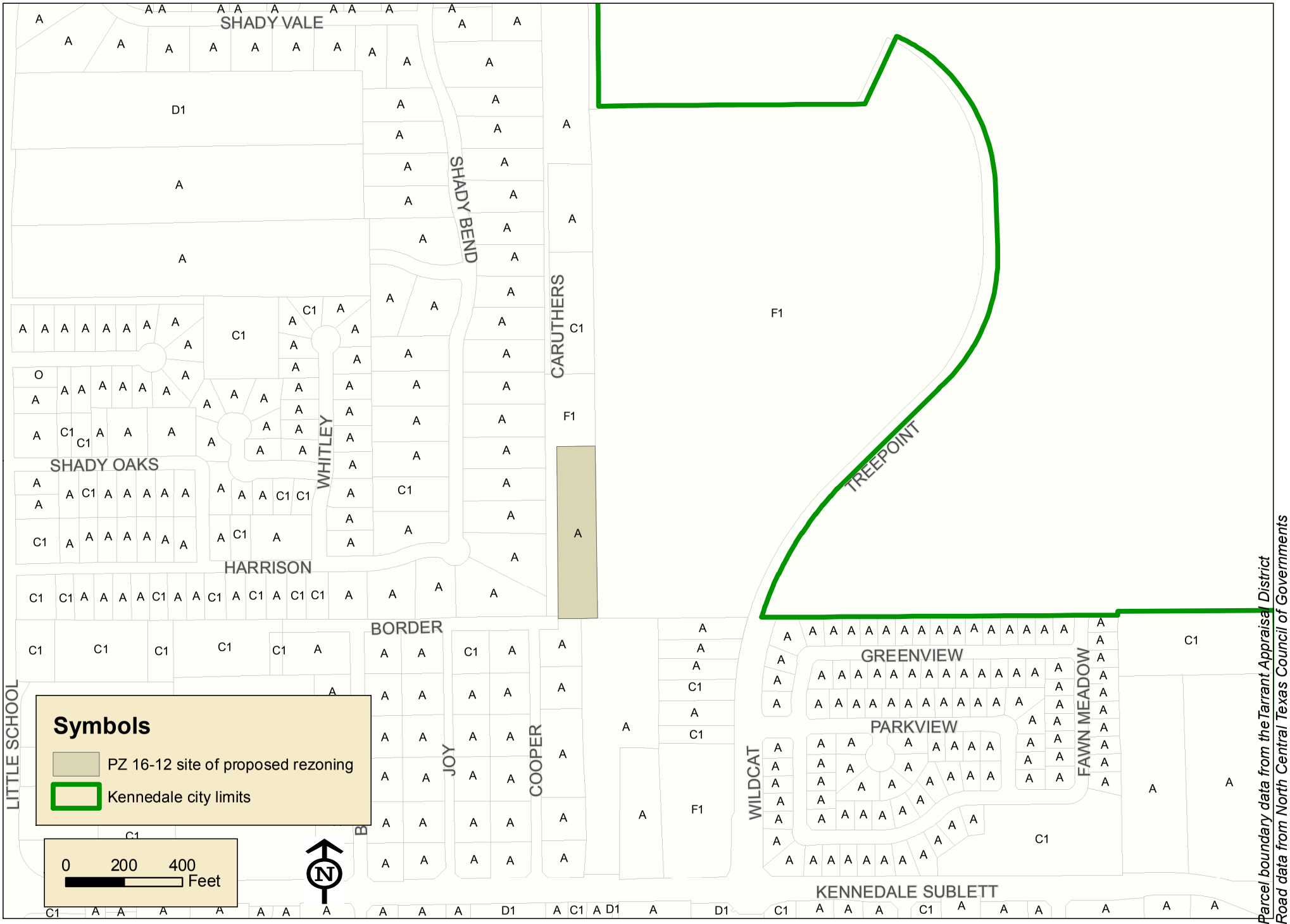
TAD
Tarrant Appraisal District
Legend
Deeds_Boundary
RECORDBOUNDARYTYPE
Parcel Line
Parcel Split Line
Private Road
ROW
Unknown
HistoricLot
School
City
Abstracts
County
Water_District
Map created on: 4/19/2016
1 inch = 400 feet
* map location
A-1363
A-731
A-720
A-985
A-792
SHADY VALE DR
SHADY CREEK EAST 37940J
SHADY BEND DR
CROSS ST
GREENFIELD CT
HILLDALE ADDN 18330
WHITLEY CT
WARWICK CT
SHADY OAKS DR
BUTTERFLY LN
HARRISON DR
BORDER LN
TURNER ACRES 43980
BLUEBONNET LN
JOY LN
COOPERS LN
BILLY D GILLEY ADDN 15303
JOHN WATSON ADDN 35337
COVENANT LIFE BAPTIST CHURCH 53319
ROLLING ACRES 34985
KENNEDALE SUBLETT RD
(CO RD 2056)
ARLINGTON CITY LIMITS
KENNEDALE CITY
KEVIN MILLER RD
J.M.ESTES HOME TRACTS 12930
AGGIELAND ADDN 159K
J.D. HANRICK 12015
GLENN OAKS ADDN 15610
PEGGY LN
VERA LN
MURRAY HILL 27073
STEEPLECHASE ESTATES 40285H
STEEPLECHASE 40283
STEEPLECHASE TR
COVER VALLEY DR
MALLARD CT
WENDY CT
DR NUNLEY RD
THE SUBLETT ADDN 40653H
MIDDLETON ESTATES 25877
W.E. HALTON ADDN 16837
K.I.S.D. ADDN 22773
FLOYD ADDN 13977
ALTA VERDE CIR
ALTA VERDE CT
WILDVIEW CT
TREEPOINT DR
ROCK MEADOW TR
COLEBROOK CT
COLEBROOK TR
MEDIAN WAY
ALICANTE DR
ONYX CT
MILLINGTON TR
NORTHSTAR LN
TIARA CT
BLUE MEADOW TR
WILDCAT WAY
CLARION TR
ALOE CT
VANDALIA TRL
FAWN MEADOW TRL
GREENVIEW LN
PARKVIEW TRL
PARKVIEW CT
US HWY 287
HOMESTEAD RD
CHIMNEY ROCK DR
EAGLE ROCK RD
ANDALUSIA TR
STAGE COACH 40087
CYPRESS ESTATES 30735
LONGHORN
HOMESTEAD CT
SATBERRY HILL 1852
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

2090-356

PZ 16-12: site of proposed rezoning



PZ 16-12: land uses surrounding site of proposed rezoning



Note: state use codes are listed on the reverse side of this map.

STATE USE CODES

A RESIDENTIAL	
A1	Single-Family
A2	Mobile Homes
A3	Condominiums
A4	Townhomes
A5	Planned Unit Development (PUD)
A9	Interim use

B RESIDENTIAL	
B1	Multi-Family
B2	Duplex
B3	Triplex
B4	Quadraplex

C VACANT PLATTED LOTS/TRACTS	
C1	Residential
C2	Commercial
C3	Rural
C6	Vacant Exempt (Right-of-Way)

D ACREAGE	
D1	Ranch Land
D2	Timberland
D3	Farmland
D4	Undeveloped

E FARM/RANCH	
E1	House + Limited Acres
E2	Mobile Home + Limited Acres
E3	Other Improvements

F COMMERCIAL/INDUSTRIAL	
F1	Commercial
F2	Industrial
F3	Billboards

G OIL/GAS/MINERAL RESERVES	
G1	Oil/Gas/Mineral Reserves

J UTILITIES	
J1	Water Systems
J2	Gas Companies
J3	Electric Companies
J4	Telephone Companies
J5	Railroads
J6	Pipelines
J7	Cable Companies
J8	Other

L COMMERCIAL/INDUSTRIAL	
L1	Commercial BPP
L2	Industrial BPP

M MOBILE HOMES	
M2	Private Aircraft
M3	Mobile Home
M4	Other Tangible PP

O RESIDENTIAL INVENTORY	
O1	Vacant
O2	Improved

ORDINANCE 609

AN ORDINANCE AMENDING ORDINANCE NO. 40, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF KENNEDALE, TEXAS BY REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE FROM "AG" AGRICULTURAL DISTRICT TO "R-2" and "R-3" SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Kennedale, Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI 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, SOS Renovations, having a proprietary interest in the property described below, has requested a zoning change as described below; AND

WHEREAS, the City Council has determined that the current Agricultural zoning designation is no longer suitable for said property, given the character of surrounding development; and

WHEREAS, a public hearing was duly held by the Planning & Zoning Commission on the 15th day of September 2016 and the 20th day of October 2016 and by the City Council of the City of Kennedale on the 21st day of November 2016 with respect to the zoning changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City's Zoning Ordinance as described herein.

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

SECTION 1:

The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and or restricted as shown and described below:

The south half-acre of an approximately 1.5-acre tract in the W. E. Haltom Survey, Tarrant County, Texas, being that same property conveyed by Warranty Deed from Donna Kay Geter to SOS Renovations LLC, instrument number D213282537 ("the Property"), more particularly described on Exhibit "A" attached hereto and incorporated herein, from "AG" Agricultural zoning district to "R-2" Single family residential, and the remained from "AG" Agricultural zoning district to "R-3" Single family residential district.

SECTION 2.

The zoning districts and boundaries as herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 4.

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

SECTION 5.

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, including but not limited to all Ordinances of the City of Kennedale affecting zoning and land use, 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 6.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights or remedies of the City of Kennedale Texas are expressly saved as to any and all violations of any ordinances governing zoning or of any amendments thereto 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 same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

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.

The City Secretary of the City of Kennedale is hereby directed to publish the caption, Section 1, penalty clause, publication clause and effective date clause of this ordinance in every issue of the official newspaper of the City of Kennedale for two days or one issue of the newspaper if the official newspaper is a weekly newspaper as authorized by Section 3.10 of the City of Kennedale Charter.

SECTION 10.

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 21ST DAY OF NOVEMBER, 2016.

_____

Mayor, Brian Johnson

ATTEST:

_____

City Secretary, Leslie Galloway

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney, Wayne K. Olson

Exhibit “A”

Legal Description

Metes and Bounds Description Attached as Exhibit A to Warranty Deed Filed in Tarrant County, Texas, D206017824

ATTACHMENT A

TRACT I

Being all that certain lot, tract or parcel of land located in the W.E. HALTOM SURVEY ABSTRACT 731, Tarrant County, Texas and being the same land described in Deed to Thurman R. Henry and wife, Barbara Henry, recorded in Volume 4051, Page 444, Deed Records, Tarrant County, Texas and being more particularly described as follows:

Thence North 89 deg. 57 min. 17 sec. West, along the said common line of the W.E. Haltom Survey, Abstract 731 and the W.E. Haltom Survey, Abstract 1791, a distance of the 114.69 feet to a ½ inch diameter iron rod set at the most Southernly Southeast corner of a tract of land described in Deed to Jerry J. Floyd and Wife, Penny L. Floyd, recorded in Volume 13154, Page 409, Deed Records, Tarrant County, Texas;

THENCE North, a distance of 568.80 feet to a 3/8 inch diameter iron rod found at the "ell" corner of said Floyd tract;

THENCE South 89 deg.57min.17sec, East, a distance of 114.69 feet to a ½ inch diameter rod with plastic cap stamped :Landes &Assoc." at the most Northerly Southeast corner of said Floyd tract, said point being in the West line of said Lot 1, Block 1, K.I.S.D. Addition;

THENCE South (basis of bearing derived from aforementioned Deed to Henry), along the West line of said Lot 1, Block 1, KISD, Addition, a distance of 568.80 feet to the PLACE of BEGINNING and containing 1.500 acres of land.

TRACT II

Easement estate from Merle M. Caruthers and wife, Dorothy A. Caruthers to Thurman R. Henry and wife, Barbara Henry in deed recorded in Volume 4051, Page 447, Deed Records, Tarrant County, Texas, described as follows:

BEGINNING at a point 171.7 feet E. and 2640 feet S. of the NW corner of said Haltom Survey, thence East 50 feet;

THENCE N 568.17 feet to a point for corner;

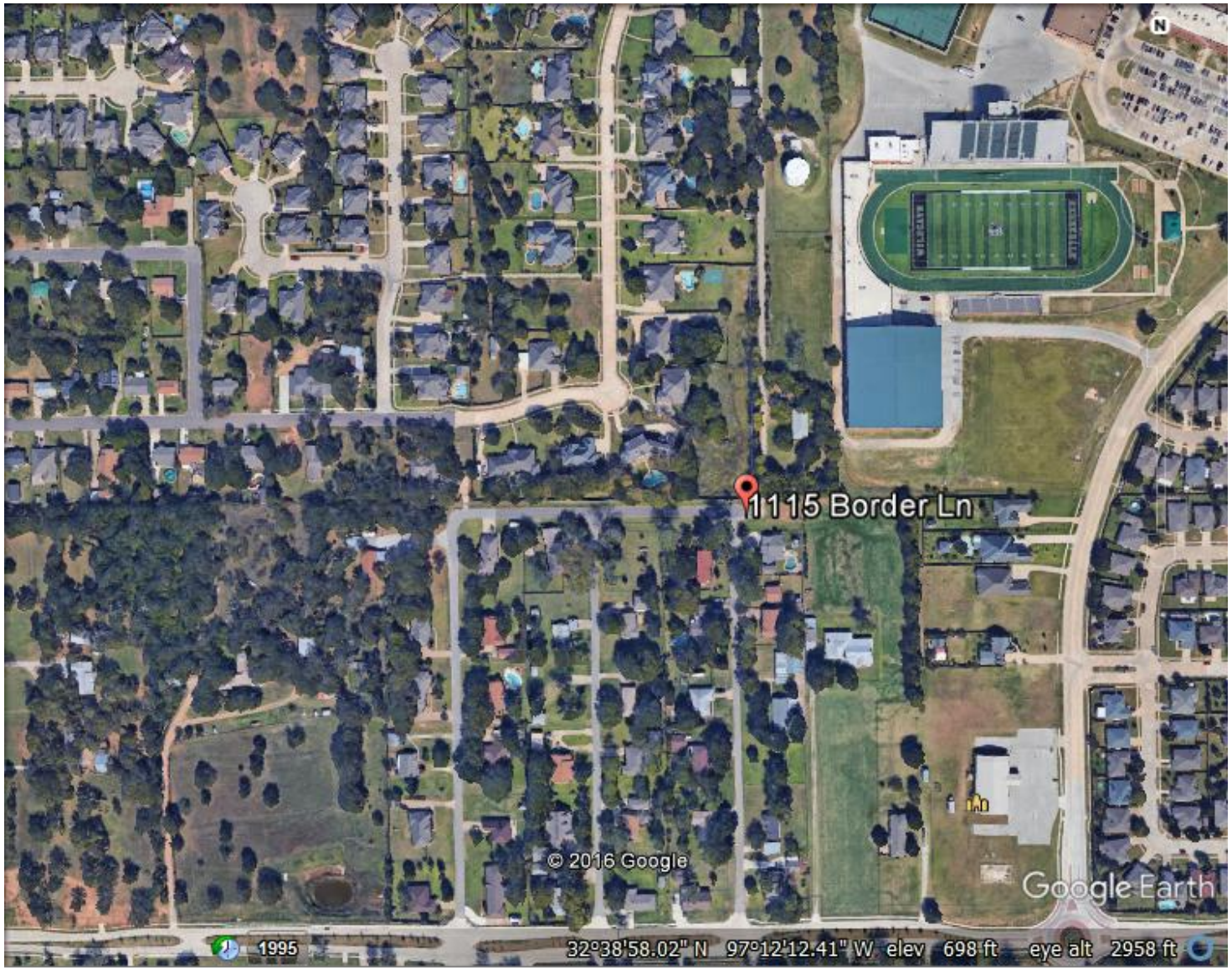
THENCE West 50 feet to a pin for corner;

THENCE South 568.17 feet to the Point of Beginning

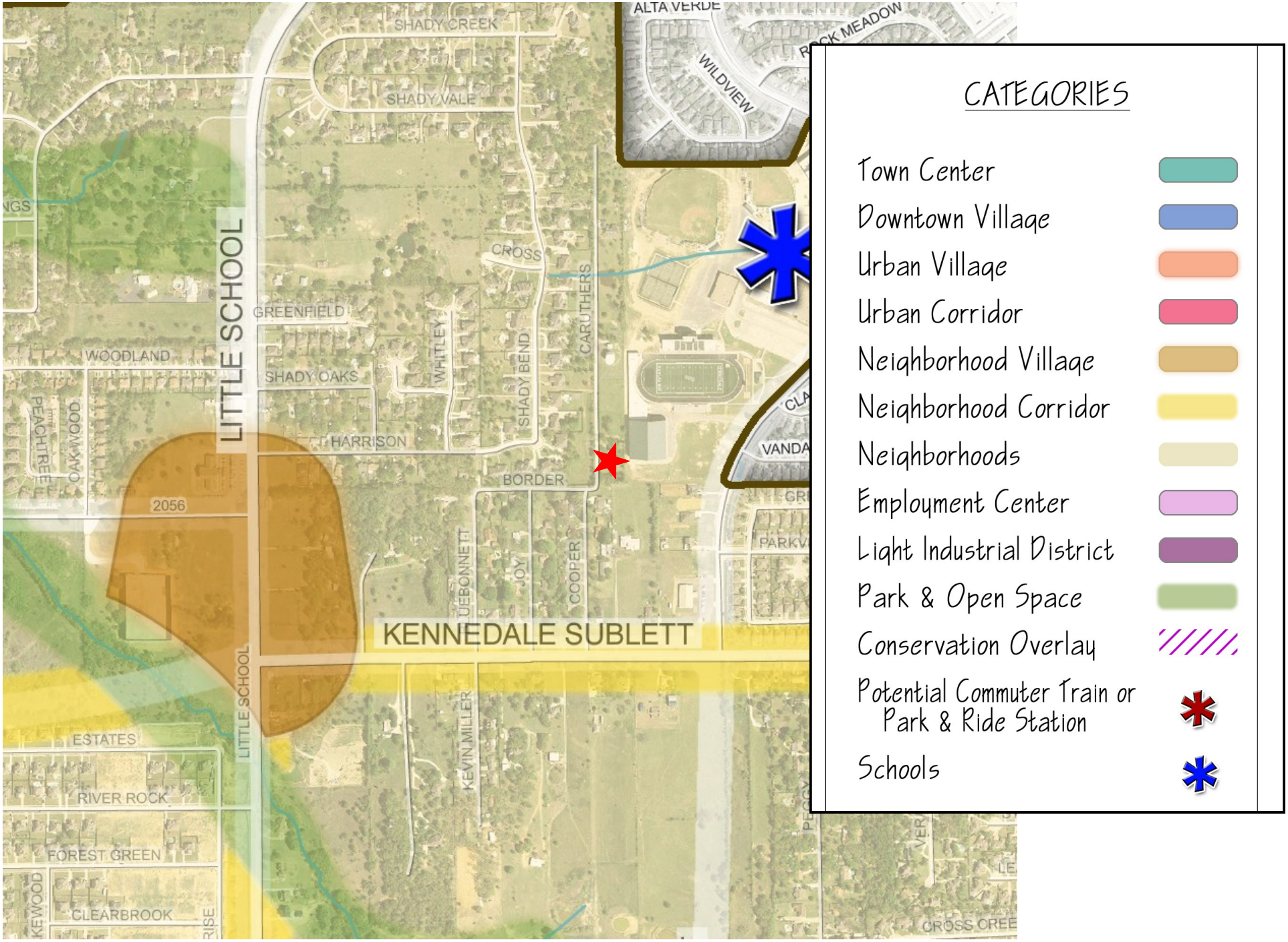
A.P.N. 04469569

UNOFFICIAL DOCUMENT

Properties within 200 feet of proposed rezoning					
Owner_Name_Last	Owner_Name_First	Owner_Addr	Owner_City	Owner_Zip	Owner_Zip4
Sos Renovations Llc		1115 Border Ln	Kennedale, TX	76060	5834
Wright	Terry	620 Cooper Ln	Kennedale, TX	76060	5812
Beckham	John D, attention: Terry C Beckman TR	616 Cooper Ln	Kennedale, TX	76060	5812
Kennedale ISD		Po Box 467	Kennedale, TX	76060	467
City of Kennedale		405 Municipal Dr	Kennedale, TX	76060	2249
West	Irma L	621 Cooper Ln	Kennedale, TX	76060	5813
Johannsen	Kandy D	3608 Le Mans Ct	Arlington, TX	76016	2937
O'Reilly	Walther & Katherine	810 Shady Bend Dr	Kennedale, TX	76060	
Brown	Catherine	808 Shady Bend Dr	Kennedale, TX	76060	5478
Bostad	Patti J	806 Shady Bend Dr	Kennedale, TX	76060	5478
Penny	William & Shirley	804 Shady Bend Dr	Kennedale, TX	76060	5478
Mcgaughey	Deborah	802 Shady Bend Dr	Kennedale, TX	76060	5478
Shaikh	Azam	800 Shady Bend Dr	Kennedale, TX	76060	5478
Gilley	Billy	1115 Kennedale Sublett Rd	Kennedale, TX	76060	5821


1115 Border Ln
© 2016 Google
Google Earth
1995
32°38'58.02" N 97°12'12.41" W elev 698 ft eye alt 2958 ft

PZ 16-12: Future Land Use Map



13

THE STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

That Jerry J. Floyd and Penny L. Floyd are the owners of Lot 3, Block 1, Floyd Addition in the W.E. Haltom Survey, Abstract 731 in Tarrant County, Texas, as shown on the plat, recorded in Cabinet A, Slide 4844 of the Deed Records of Tarrant County, Texas, do hereby declare such property bound by the hereinafter set out restrictions and covenants and agree that said purchasers and subsequent owners of said lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for two years from the date that these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source of water for a public water system ceases.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Such restrictions are as follows, to wit:

1. Sanitation control upon all of that area of land included within a 150 foot radius of a proposed deep water well as shown on Exhibit "A" of this easement and specifically prohibiting the construction and/or operation of underground petrochemical storage tanks, stock pens, feed lots, dump grounds, privies, cesspools, septic tank drainfields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land;

2. Tile or concrete sanitary sewers, sewer appurtenances, septic tanks and storm sewers are specifically prohibited within a 50 foot radius of the deep water well described and located above.

3. This sanitation control permits the construction of homes or buildings upon same, provided, however, that all underground petrochemical storage tanks, stock pens, feed lots, privies, tile or concrete sanitation sewers, cesspools, septic tanks, storm sewers, septic tank drainfields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited within the designated distances.

4. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

5. IN WITNESS WHEREOF the said owners have executed this instrument this 5 day of April, 1999.

Jerry Jay Floyd

Penny Rigby Floyd

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared JERRY JAY FLOYD + PENNY RIGBY FLOYD, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that the (he/she) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of April, 1999.

KATHERINE A. TURNER
MY COMMISSION EXPIRES
April 24, 2000

Katherine A. Turner
Notary Public in and for TARRANT County, Texas

Recorded at _____ Courthouse, _____, Texas on _____

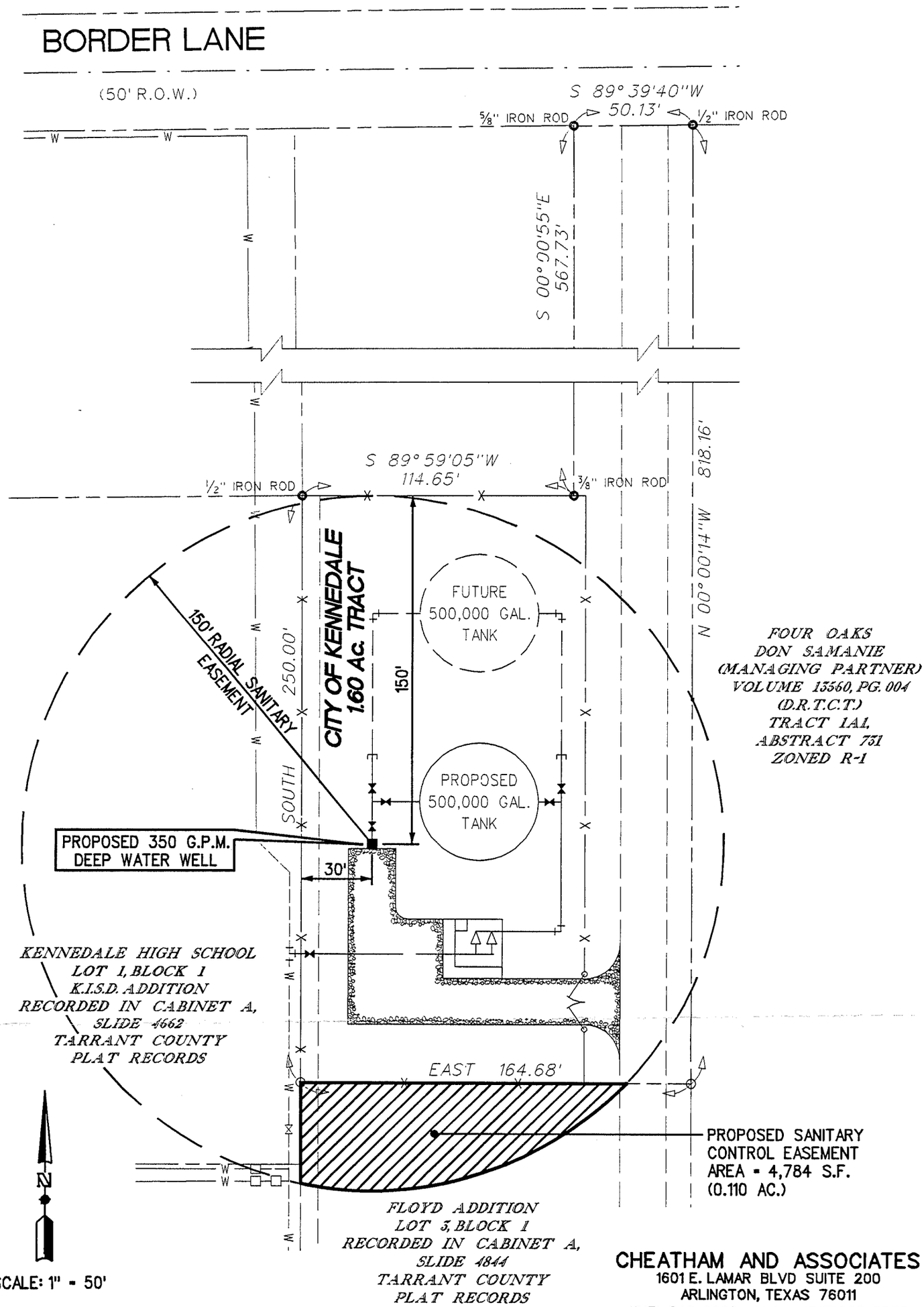
AFTER RECORDING RETURN TO:

CITY SECRETARY'S OFFICE
CITY OF KENNEDALE
P.O. BOX 268
KENNEDALE, TEXAS 76060-0268

EXHIBIT A

SANITARY CONTROL EASEMENT
PUBLIC WATER WELL

CITY OF KENNEDALE, TRINITY WELL No. 4
BORDER STREET SITE
MARCH 30, 1999
PROJECT No. 015-503



SCALE: 1" = 50'

g:\015-503\503-exha3.dgn

CHEATHAM AND ASSOCIATES
1601 E. LAMAR BLVD SUITE 200
ARLINGTON, TEXAS 76011
(817) 548-0696 Metro (817)265-8836

D199103805
CITY OF KENNEDALE
CITY SECRETARY'S OFFICE
P O BOX 268
KENNEDALE TX 76060

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: CITY OF KENNEDALE

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199231293	DR96	A I	04/26/1999	09:29

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199103805	WD	19990426	09:29	CK 34651*

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

PZ 16-12

Looking at the property, facing east

(high school facility shown in the background)

PZ 16-12

Looking at the property, facing north

PZ 16-12

Looking at developed portion of the property, facing south toward Border Lane

PZ 16-12

Facing southwest, showing the closest intersection to the property (Border Lane and Coopers Lane)

KENNEDALE
Planning and Zoning Commission
www.cityofkennedale.com

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: November 21, 2016
Agenda Item No: REGULAR ITEMS (B)

I. SUBJECT

CASE # PZ 16-13 Public hearing and consideration of Ordinance approval regarding a request by John K. Dancer for change in zoning from R-3 (single family residential) to C-2 (general commercial) for .688 acres at 700 Mansfield Cardinal Rd, legal description of CA Boaz subdivision of JB Renfro, block 13, lots 4-7, Kennedale, Tarrant County, Texas

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Rezone from R-3 to C-2
Applicant	John Dancer (on behalf of property buyer)
Location	Address location is Mansfield Cardinal; actual lot location is Meadowview Dr, between Kennedale Pkwy and Mansfield Cardinal Rd
Surrounding Uses	Primarily single family residential and commercial
Surrounding Zoning	C-2 general commercial, R-2 & R-3 single family residential
Future Land Use Plan Designation	Urban Corridor and Neighborhood
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is vacant and has never been developed. The maps included with this report show one single property, but the property is actually made up of seven lots platted in 1960, all of which are oriented toward Meadowview Dr. Only lots 4-7 (shown in the attached plat drawing) are requested for rezoning. The three lots closest to Mansfield Cardinal are proposed to remain as R-3 single family residential.

SURROUNDING PROPERTIES & NEIGHBORHOOD

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The surrounding land uses are primarily residential and commercial. Please note that although the attached map shows that the Tarrant Appraisal District classifies several of the other properties on Meadowview / Kennedale Pkwy as single family residential, these classifications are not entirely accurate. Of the two properties shown as 705 E Kennedale Pkwy (adjacent to 700 Mansfield Cardinal), one is vacant and the other is a commercial building. The property shown as 713 E Kennedale Pkwy is in commercial use, and the property shown as 709 E Kennedale Pkwy is vacant.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The property is located in an area divided between Urban Corridor and Neighborhood.

As mentioned above, the property at 700 Mansfield Cardinal consists of seven (7) lots under single ownership, only four (4) of which are requested for rezoning. Lots 1 through 3 are clearly within the area designated as Neighborhood; these lots are not requested for rezoning. Lots 4 through 7, however, are on the edge of the boundary between Urban Corridor and Neighborhood and could be interpreted either way.

The comprehensive plan describes the Urban Corridor district as follows.

> This corridor typology assumes a higher intensity of activity in terms of traffic and commerce than other corridor types. Given the existing character and regional positioning of the corridor, it can be expected that it will remain auto-oriented, and development patterns will reflect that reality.

RELATED GOALS FROM THE COMPREHENSIVE LAND USE PLAN

The comprehensive plan goal's related to this rezoning request fall under principle # 2, Economic Prosperity. These goals are: "Promote Access to Jobs" and "Create a Stable and Equitable Tax Base" (by expanding the commercial tax base and decreasing reliance on residential property taxes).

SUMMARY

City staff considers the rezoning in compliance with the comprehensive land use plan.

COMPLIANCE WITH CITY GOALS AND RELATED PLANS

STRATEGIC PLAN

The strategic plan has one related goal: "…assist existing businesses to expand."

CITY COUNCIL ENDS STATEMENTS AND GOALS

The goals measured through the balanced scorecard process include one relevant goal, "Balance the Tax Burden."

ADDITIONAL FACTORS TO CONSIDER

When considering rezoning requests, the City may also consider the appropriateness of current zoning and whether a rezoning would have an adverse impact on surrounding properties. In this case, there

are residential areas located close to this property, and if the property is zoned for commercial purposes, there is a potential for an adverse impact on nearby residential uses. The comprehensive plan, however, nevertheless calls for residential and commercial uses to be located in close proximity in this area, with the understanding that the city's regulations will limit adverse impacts and ensure compatibility. The recently-adopted UDC has increased restrictions and regulations for businesses in terms of landscaping, lighting, and buffering from adjacent residential areas. With these in mind, staff considers a rezoning to commercial use appropriate at this location.

STAFF RECOMMENDATION

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

ACTION BY THE PLANNING & ZONING COMMISION

The Planning & Zoning Commission considered this case during its October regular meeting. The Commission held a public hearing during which one resident expressed concern about the request, since the owner doesn't maintain the property. The owner then addressed the Commission and explained why he hadn't been maintaining it. The applicant spoke on behalf of his client, P U Tech Spoiler, that the property would be maintained and developed by his client. The Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

The Council may approve or deny the request. If you approve the rezoning, you may approve it as requested, approve a less intensive zoning district, or approve rezoning on less property than was requested.

Sample motions are provided below, but you are not required to use these motions.

Approval: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning with the following conditions [list conditions].

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 the request

.

PETITION FOR CHANGE OF ZONING CLASSIFICATION

ZONING CASE # PZ 16-13
(assigned by city staff)

DATE: 9/19/16

City Council
City of Kennedale
Kennedale, Texas 76060

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

You are hereby respectfully requested to approve the following request for a change of zoning classification. I, the applicant, request to change the zoning classification of the property described on Exhibit "A" attached, from its current zoning classification of

" R-3 " (Single Family Residential) to that of

" C-2 " (General Commercial) in its entirety as shown on Exhibit "B" attached. The property totals some .688 acres.

A statement of why the zoning change should be approved is attached to this application. I understand that I must satisfy the Council that either the general welfare of all the city affected by the area to be changed will be enhanced, or that the property is unusable for the purposes allowed under existing zoning.

Legal Description is Block 13 Lots 4-7 Boaz, CA Subdivision of JB Renfro

Present use of the property is Residential

Address of the property is 700 Mansfield Cardinal Rd. Eng See Eang

Property Owner's Name: Arvel Dunaway etux Teresa selling to 721 Kennedale Realty LLC

Address: 612 Mansfield Cardinal Rd / 721 E Kennedale Pkwy
Kennedale TX 76060 / Kennedale TX 76060

Telephone Number: 817-561-2434 / 817-478-6422

Applicant's Name: John K Dancer

Address: 2001 Dancer Dr. Arlington TX 76013

Telephone Number: 817-992-5385

<u>If applicant is not the owner, an owner's affidavit must be submitted with this application.</u>

☑ I, the applicant, understand that city staff, the Planning & Zoning Commission, or the City Council may request from me a site plan or other supporting documents concerning the nature, extent, and impact of my request for rezoning, in addition to what I supply with my application for a change in zoning.

☑ I further certify that Acuel Dunaway etux Teresa is the sole owner(s) of the property described in the legal description and shown in the map attached to this application, as of the date of this application.

John K Dancer — Applicant Signature

9/19/16 — Date

KENNEDALE

Items to be submitted with this application:

- ☑ Owner affidavit (if applicant is not the property owner)
- ☑ Application fee
- ☑ Statement of why the zone change should be approved
- ☑ Map showing the property requested to be rezoned
- ☑ Legal description (metes and bounds) for the property to be rezoned.
  - If you do not have a current survey with a metes and bounds description, you may submit the most recent deed for the property if it includes a metes and bounds description.

Prime ADVANTAGE ENTERPRISES

Meeting All Your
Real Estate Needs
From Start to Finish

City of Kennedale
Zoning Change Request
700 Mansfield Cardinal/Meadowview
Block 13, Lots 4-7 Boaz, CA Subdivision of JB Renfro

The above zoning request is from R-3 SFR to C-2 General commercial. The total property under contract consists of lots 1-7 block 13 Boaz. Lots 4-7 abut the existing property and C-2 zoning of PU Tech Industries existing distribution facilities which was zoned to C-2 within the last 3 years.

The request and subsequent re-plating to combine the existing property to lots 4-7 to allow for the expansion of PU Techs Existing Warehouse to accommodate the growth of the business since building the existing facility in Kennedale. The expansion will be designed to tie in and match the existing facility to the South.

The rezoned portion is approximately 30,000 sf or .688 of an acre. The remainder 3 lots to East will be left R-3 Residential to stay with the City future-master plan to keep Residential along Mansfield Cardinal. Also to accommodate the owner of PU Techs plans to build His and family homes on those lots to live close to his business.

The property is currently owned by Arvel Dunaway etux Teresa, and is under contract to 721 Kennedale Realty LLC, the owners of PU Tech, Distribution. Re-platting will commence upon zoning approval if so agreed.

Utilities are to the existing and proposed sites.

We feel that the proposal works well with the overall plan discussed with staff, and accommodates the expansion of growing business in Kennedale.

Sincerely,

John K. Dancer
Broker, Authorized Representative for Owner
Arvel Dunaway.

KENNEDALE
You're Here, Your Home

CITY OF KENNEDALE PLANNING & ZONING COMMISSION

OWNER AFFIDAVIT

Case #PZ _____

Property Address: 700 Mansfield Cardinal

Kennedale TX 76060

Legal Description: Block 13 Lots 4-7, Boaz, CA Subdivision of JB Rentro

Applicant: John K Dancer

Type of P&Z request: ☑ Rezoning ☐ Conditional Use Permit ☐ Final Plat ☐ Replat

I, Arvel Dunaway, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

Owner Signature: Arvel Dunaway

Date: 15 SEPT 16

****

SWORN TO and Subscribed before me by Arvel Dunaway

ON THIS 15th DAY OF September, 20 16.

KASSY MONTAE STEELE-LANE
Notary Public, State of Texas
Comm. Expires 01-12-2020
Notary ID 130493063

Kassy Montae Steele-Lane
Notary Public, Tarrant County, Texas

Rezoned area Lots 4-7

Existing Facility

SCALE: 1" = 30'

0 10 20 30

SCALE IN FEET

10'-6 1/4"

170'-4 1/4"

PROPOSED PROPERTY LINE

PROPERTY LINE

20'-5"

160'-6 1/4"

PROPOSED ADDITION

150'-0"

49'-5 1/2"

FLOW

Alma Lane (50' ROW)

207'-10"

125'-0"

PROPOSED 20,066 SF WAREHOUSE BUILDING ADDITION

EXISTING 35,000 SF WAREHOUSE BUILDING

LOT 14R4

33'-4 3/4"

160'-6 1/4"

170'-6 3/4"

24'

DOCK #1 TRUCK LOADING

DOCK #2 TRUCK LOADING

DOCK #3 TRUCK LOADING

RAMP

DOCK #4 AUTO LOADING

100'

24' FIRE LANE

24'

FDC

FH

5' SIDEWALK

30' DRIVE

PP

EXISTING 35,000 SF WAREHOUSE BUILDING

LEGAL DESCRIPTION

LOT 14R4

AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET B, SLIDE 2761 PLAT RECORDS, TARRANT COUNTY, TEXAS

24"X24" AIR VENT W/ SHUTTERS

METAL ROOF DECKING W/ INSULATION & VAPOR RETARDER

12

1

40'-0"

FF/TOP OF DOCK ELEV. 672.00

FINISH GROUND 4 FEET BELOW TOP OF DOCK

EXISTING GROUND

SLOPE

8" CMU WALL

125'-0"

NORTH ELEVATION

SCALE: NONE

KENNEDALE PARKWAY- BUS 287

PRELIMINARY SITE PLAN

ADDITION TO KENNEDALE DISTRIBUTION CENTER

STOVALL-JAMES & ASSOCIATES, INC
6318 MERRITT WAY COURT
ARLINGTON, TX 76016

F-9645

SHEET 2.0 of 19

DRAWN BY: S. STOVALL

SCALE: 1" = 30'

DATE: 09/09/1960

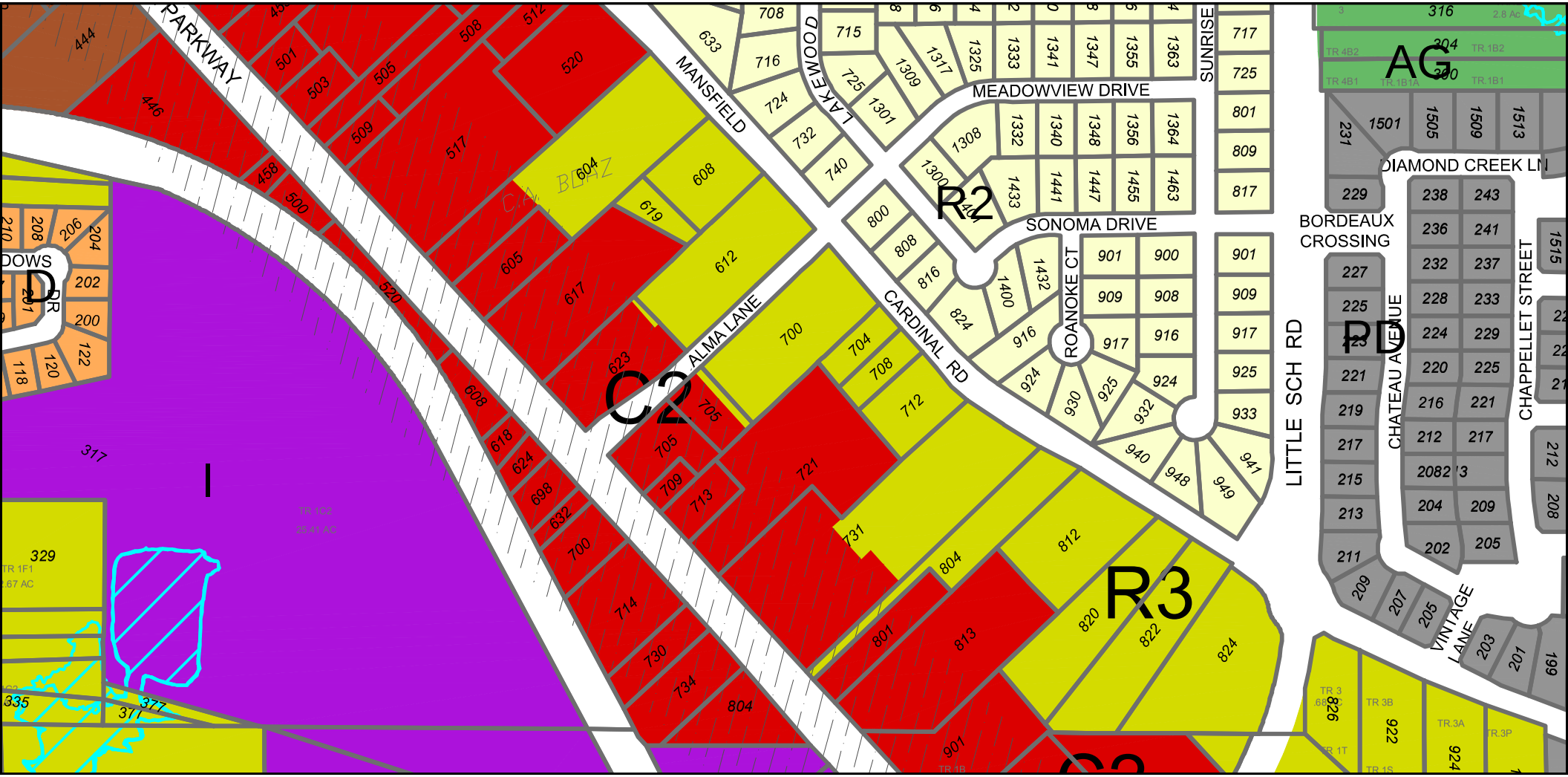
REVISION:

KENNEDALE DISTRIBUTION CENTER
716 EAST KENNEDALE PARKWAY - BUS 287
KENNEDALE, TX
TARRANT COUNTY, TEXAS

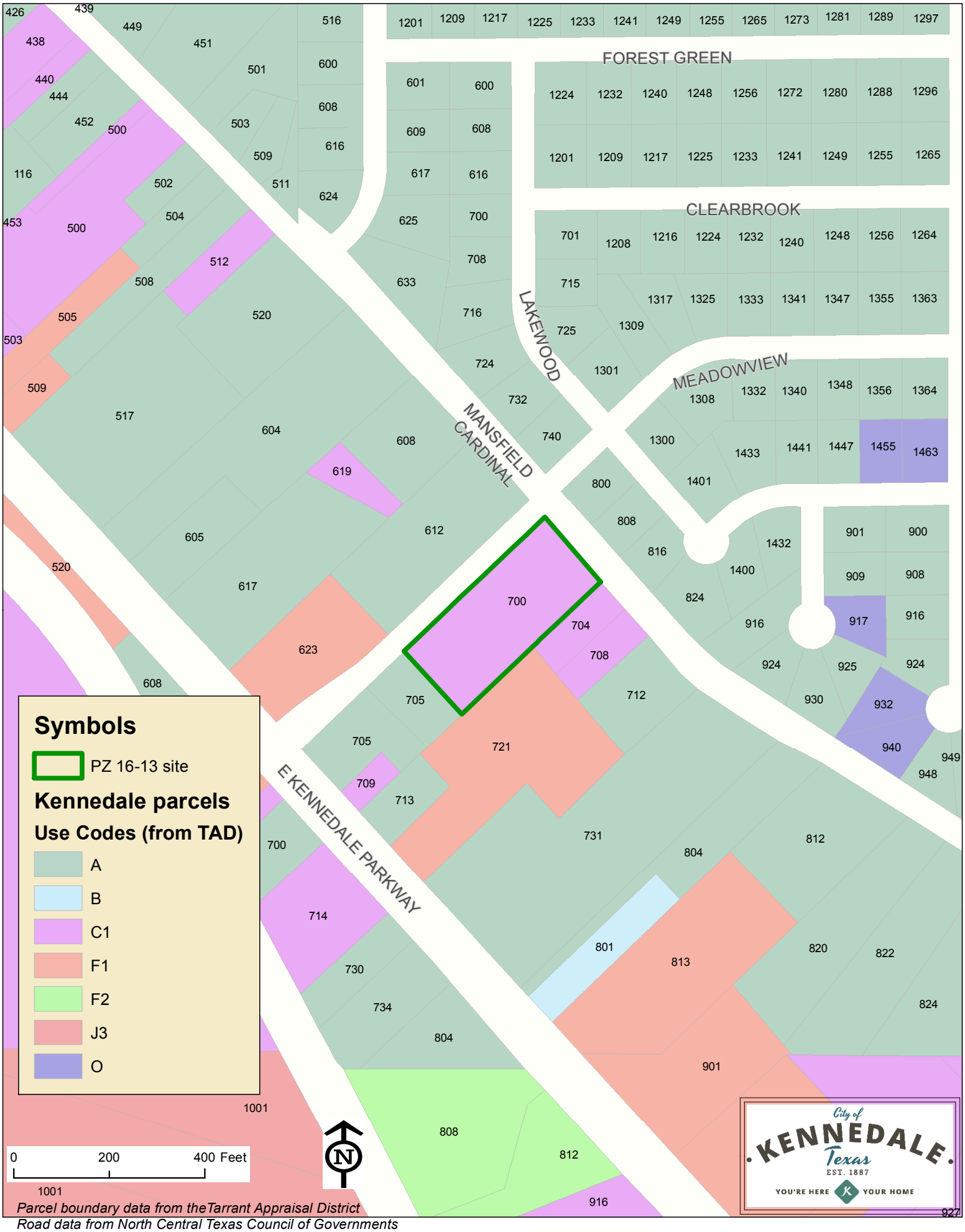
PZ 16-13: site of rezoning request

Parcel boundary data from theTarrant Appraisal District
Road data from North Central Texas Council of Governments

PZ 16-13: surrounding zoning districts



PZ 16-13: land uses surrounding site of rezoning request



Parcel boundary data from theTarrant Appraisal District
Road data from North Central Texas Council of Governments

STATE USE CODES

A RESIDENTIAL	
A1	Single-Family
A2	Mobile Homes
A3	Condominiums
A4	Townhomes
A5	Planned Unit Development (PUD)
A9	Interim use

B RESIDENTIAL	
B1	Multi-Family
B2	Duplex
B3	Triplex
B4	Quadraplex

C VACANT PLATTED LOTS/TRACTS	
C1	Residential
C2	Commercial
C3	Rural
C6	Vacant Exempt (Right-of-Way)

D ACREAGE	
D1	Ranch Land
D2	Timberland
D3	Farmland
D4	Undeveloped

E FARM/RANCH	
E1	House + Limited Acres
E2	Mobile Home + Limited Acres
E3	Other Improvements

F COMMERCIAL/INDUSTRIAL	
F1	Commercial
F2	Industrial
F3	Billboards

G OIL/GAS/MINERAL RESERVES	
G1	Oil/Gas/Mineral Reserves

J UTILITIES	
J1	Water Systems
J2	Gas Companies
J3	Electric Companies
J4	Telephone Companies
J5	Railroads
J6	Pipelines
J7	Cable Companies
J8	Other

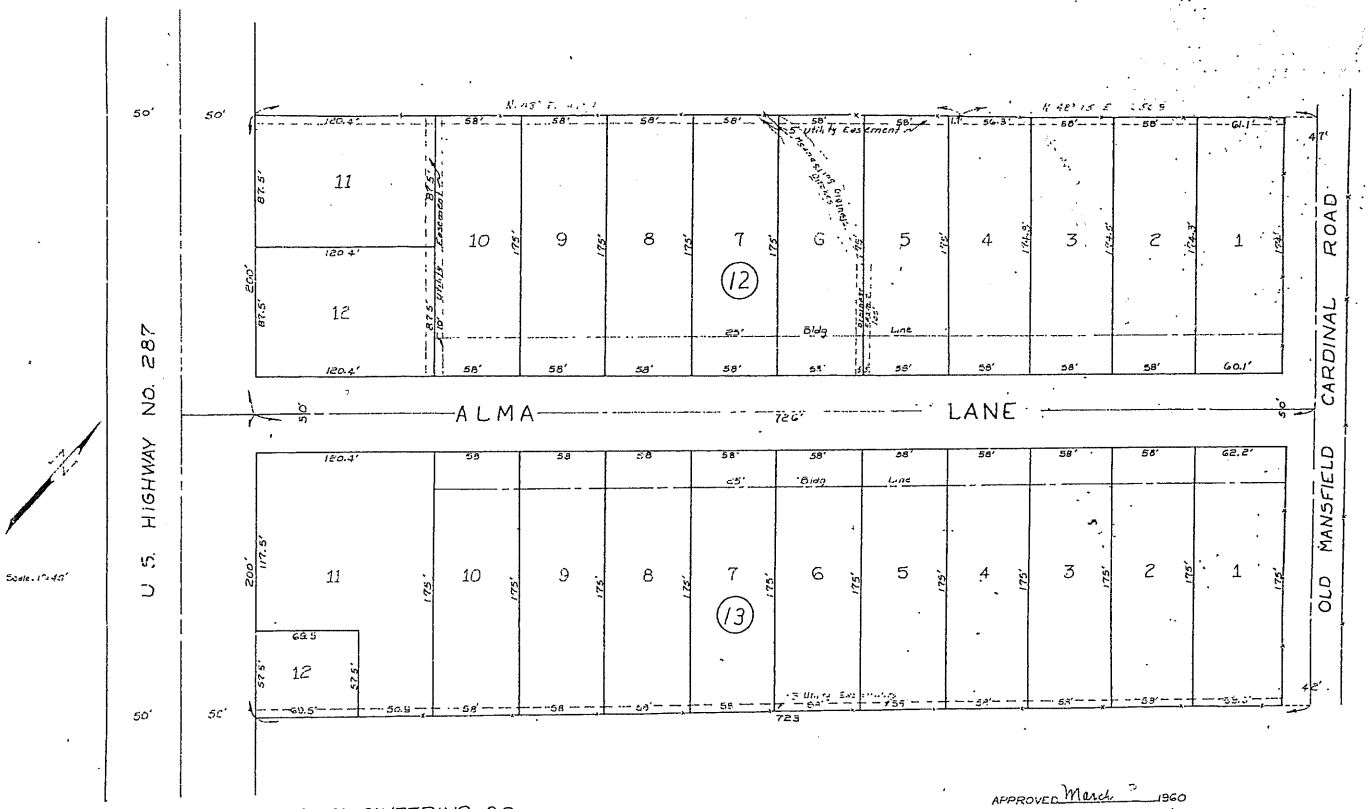
L COMMERCIAL/INDUSTRIAL	
L1	Commercial BPP
L2	Industrial BPP

M MOBILE HOMES	
M2	Private Aircraft
M3	Mobile Home
M4	Other Tangible PP

O RESIDENTIAL INVENTORY	
O1	Vacant
O2	Improved

PZ 16-13: Future Land Use Plan (excerpt)

PLAT SHOWING
SUBDIVISION OF BLKS. 12 & 13
BOAZ'S SUBDIVISION
OUT OF THE
J. B RENFRO SURVEY
KENNEDALE, TEXAS



CLAUD W. ESTES ENGINEERING CO.
2820 E. LANCASTER FORT WORTH, TEXAS
Surveyed under my Supervision, March, 1950
State Licensed Civil Engineer. Reg No 8459
State Licensed Surveyor Reg No 570

APPROVED March 1960
BY Mayor · KENNEDALE, TEXAS.
BY Secretary KENNEDALE, TEXAS

ORDINANCE NO. 617

AN ORDINANCE AMENDING ORDINANCE NO. 40, AS AMENDED; REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE FROM "R-3" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Kennedale Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI, 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, John Dancer, representing PU Tech Industries, has filed an application to rezone the property from its present classification of "R-3" Single Family Residential District to a "C-2" General Commercial District; said property being an approximately .93 acre tract in the J B Renfro Survey, more particularly described as Lots 4-7, Block 13, C A Boaz's Subdivision out of the J B Renfro Survey, Kennedale, Tarrant County, Texas; and

WHEREAS, the City Council has determined that the rezoning conforms to the city's comprehensive land use plan; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 20th day of October 2016 and by the City Council of the City of Kennedale on the 21st day of November 2016 with respect to the zoning changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City's Zoning Ordinance as described herein.

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

SECTION 1:

The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and or restricted as shown and described below:

An approximately .93 acre tract more particularly described as Lots 4-7, Block 13, C A Boaz's Subdivision out of the J B Renfro Survey, Kennedale, Tarrant County, Texas ("the Property"), being a portion of the property described as Tract II in Tarrant County Clerk's Office instrument number D206178932, shown as Exhibit "A" attached hereto and incorporated herein, from "R-3" Single Family Residential District to "C-2" General Commercial District.

SECTION 2.

The zoning districts and boundaries as herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 4.

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 5.

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

SECTION 6.

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, including but not limited to all Ordinances of the City of Kennedale affecting zoning and land use, 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.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

All rights or remedies of the City of Kennedale Texas are expressly saved as to any and all violations of any ordinances governing zoning or of any amendments thereto 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 same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 9.

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 10.

The City Secretary of the City of Kennedale is hereby directed to publish the caption, Section 1, the penalty clause, the publication clause, and the effective date clause of this ordinance in every issue of the official newspaper of the City of Kennedale for two days or one issue of the newspaper if the official newspaper is a weekly newspaper as authorized by Section 3.10 of the City of Kennedale Charter.

SECTION 11.

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 21st DAY OF NOVEMBER 2016.

APPROVED:

_____

Mayor, Brian Johnson

ATTEST:

_____

City Secretary, Leslie Galloway

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney, Wayne K. Olson

EXHIBIT “A”

22260 Electronically Recorded
Official Public Records

Tarrant County Texas
2006 Jun 14 10:11 AM
Fee: $ 52.00
Submitter: ACS INC

D206178932

Suzanne Henderson

CLOSER'S CERTIFICATION

Suzanne Henderson

CORRECTION RE-FILING ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Tarrant

BY EXECUTION HEREOF THE UNDERSIGNED HEREBY ACKNOWLEDGES AND STATES THAT THE ATTACHED DOCUMENT IS BEING REFILED IN CORRECTION OF, BUT NOT IN LIEU OF THAT CERTAIN Warranty Deed, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF Tarrant COUNTY, TEXAS ON July 27, 2005 IN VOLUME/CABINET —, PAGE —, OR UNDER CLERK'S FILE NO. D205217808, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND IS BEING REFILED FOR THE SOLE PURPOSE OF:

correcting legal from Block 12 to Block 12 & 13

ALL OTHER TERMS, PROVISIONS AND CONIDTIONS OF THE ORIGINAL DOCUMENT REMAIN UNCHANGED.

ESCROW OFFICER/CLOSER
COMMONWEALTH LAND TITLE CO.

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Dallas

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 7th DAY OF June, 2006 BY Melissa Baylson FOR THE PURPOSES AND IN THE CAPACITY AS HEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

KELLY JAMES
Notary Public
State of Texas
My Comm. Exp. 10-13-07

UNOFFICIAL DOCUMENT

D206178932

AFFIDAVIT

THIS CERTIFIED COPY OF Warranty Deed

IS BEING RECORDED BECAUSE THE ORIGINAL

Warranty Deed CANNOT BE LOCATED.

THE STATE OF TEXAS

COUNTY OF Dallas

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 7th

DAY OF June, 2006.

NOTARY PUBLIC, STATE OF TEXAS

KELLY JAMES
Notary Public
State of Texas
My Comm. Exp. 10-13-07

Unofficial Document

Exhibit A

TRACT I:

BEING Lot 1R, Block 12, of Boaz's Subdivision, an Addition to the City of Kennedale, TARRANT County, Texas, according to the map or plat thereof recorded in Volume 388-144, Page 90, of the Plat Records of TARRANT County, Texas, and being a portion of that tract of land described in deed to Ed E. Harden as recorded in Volume 6992, Page 2043, Deed Records, TARRANT County, Texas;

BEGINNING at a found 3/4 inch iron rod (a controlling monument) at the North corner of Lot 1R on the Southwest line of Old Mansfield-Cardinal Road (variable width right-of-way), said iron rod being the East corner of a tract of land described in deed to Jack J. Robinson as recorded in Volume 9449, Page 2384, of said Deed Records;

THENCE South 41 degrees 31 minutes 22 seconds East, a distance of 173.99 feet to a set 1/2 inc iron rod at the East corner of said Lot 1R and on the Southwest line of said Old Mansfield-Cardinal Road and being on the Northwest line of Alma Lane (50 foot undeveloped right-of-way) from which a found 5/8 inch iron rod bears South 81 degrees 34 minutes 44 seconds East, 1.05 feet;

THENCE South 48 degrees 00 minutes 00 seconds West, a distance of 175.76 feet along the Northeast line of said Alma Lane to a set 1/2 inch iron rod at the South corner of said Lot 1R and being the East corner of Lot 4, of aforesaid Block 12, Boaz's Subdivision (Vol. 388-23, Pg. 29);

THENCE North 41 degrees 34 minutes 06 seconds West, a distance of 174.76 feet along the common line of said Lot 1R and Lot 4 to a set 1/2 inch iron rod at the West corner of said Lot 1R and the North corner of said Lot 4 and being on the Southeast line of aforesaid Robinson tract;

THENCE North 48 degrees 15 minutes 00 seconds East, a distance of 175.00 feet along the common line of said Robinson tract and said Lot 1R to the POINT OF BEGINNING and containing 30,660 square feet or 0.704 of one acre of land, more or less.

TRACT II:

BEING Lots 1-7, Block 13, of Boaz's Subdivision, an Addition to the City of Kennedale, TARRANT County, Texas, according to the map or plat thereof recorded in Volume 388-23, Page 29, of the Plat Records of TARRANT County, Texas, and being a portion of that tract of land described in deed to Ed A. Harden as recorded in Volume 6992, Page 2043, Deed Records, TARRANT County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod (a controlling monument) on the Southwest line of Old Mansfield-Cardinal Road (variable width right-of-way), said iron rod being the East corner of Lot 1, Block 13, and being the North corner of Lot 14-R-1, Boaz's Subdivision, an addition to the City of Kennedale, TARRANT County, Texas, according to the plat thereof recorded in Cabinet B, Hanger 2764, Plat Records, TARRANT County, Texas, same being that tract of land described in deed to Boyd Builders, Inc., a Texas corporation, as recorded in Doc. No. D204198661, of said Deed Records;

THENCE South 48 degrees 00 minutes 00 seconds West, passing the West corner of said Lot 14-R-1 and the North corner of a tract of land described in deed as Lot 14-R-4 to Maxine A. Tyson as recorded in Volume 14714, Page 274, of said Deed Records, and continuing a total distance of 407.59 feet to a found 1/2 inch iron rod (a controlling monument) at the South corner of Lot 7, of said Block 12 on the Northwest line of said Lot 14-R-4 and being the East corner of a tract of land described as Lot 8, Block 13 to Dale K. Davidson as recorded in Volume 12117, Page 1965, of said Deed Records;

THENCE North 41 degrees 34 minutes 06 seconds West, a distance of 175.00 feet along the common

UNOFFICIAL DOCUMENT

line of said Davidson tract and said Lot 7 to a set 1/2 inch iron rod at the North corner of said Lot 8 and being on the Southeast line of Alma Lane (50 foot undeveloped right-of-way), and being the West corner of said Lot 7;

THENCE North 48 degrees 00 minutes 00 seconds East, along the Southeast line of said Alma Lane a distance of 407.73 feet to a set 1/2 inch iron rod at the North corner of aforesaid Lot 1 on the Southwest line of aforesaid Old Mansfield-Cardinal Road from which a found iron pipe bears North 54 degrees 53 minutes 51 seconds East, 2.61 feet;

THENCE South 41 degrees 31 minutes 22 seconds East, a distance of 175.01 feet along the Southwest line of said Old Mansfield-Cardinal Road to the POINT OF BEGINNING and containing 71,340 square feet or 1.637 acres of land, more or less.

TRACT III:

BEING Lots 4-7, Block 12, of Boaz's Subdivision, and Addition to the City of Kennedale, TARRANT County, Texas, according to the map or plat thereof recorded in Volume 388-23, Page 29, of the Plat Records of TARRANT County, Texas, and being a portion of that certain tract of land described in deed to Ed E. Harden as recorded in Volume 6992, Page 2043, Deed Records, TARRANT County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod (a controlling monument) at the West corner of said Lot 7 and the North corner of a tract of land described in deed as Lot 8A to Gloria Price as recorded in Volume 15755, Page 542, Deed Records, TARRANT County, Texas, and being on the Southeast line of a tract of land described in deed to Amber Bigham as recorded in Volume 17315, Page 317, of said Deed Records;

THENCE North 48 degrees 00 minutes 00 seconds East, a distance of 175.69 feet to a set 1/2 inch iron rod at the East corner of said Bigham tract and being the South corner of a tract of land described in deed to Bettie L. Smith and Bettie Jo Smith as recorded in Volume 1952, Page 416, of said Deed Records and being on the Northwest line of Lot 4, of said Block 12;

THENCE North 48 degrees 15 minutes 00 seconds East, a distance of 56.31 feet to a set 1/2 inch iron rod at the North corner of said Lot 4 and the West corner of Lot 1R, Boaz's Subdivision, an addition to the City of Kennedale, TARRANT County, TExas, according to the plat thereof recorded in Volume 388-144, Page 90, Plat Records, TARRANT County, Texas, and being on the Southeast line of a tract of land described in deed to Jack J. Robinson as recorded in Volume 9449, Page 2384, of said Deed Records;

THENCE South 41 degrees 34 minutes 06 seconds East, along the Northeast line of said Lot 4 and the Southwest line of said Lot 1R, a distance of 174.76 feet to a set 1/2 inch iron rod at the South corner of said Lot 1R and the East corner of said Lot 4 and being on the Northwest line of Alma Lane (50 foot undeveloped right-of-way);

THENCE South 48 degrees 00 minutes 00 seconds West, a distance of 232.01 feet along the Northwest line of said Alma Lane to a set 1/2 inch iron rod at the South corner of aforesaid Lot 7, being the East corner of a tract of land described in deed as Lot 8B to Robert Edward Baker and wife Edna Lewis Baker as recorded in Volume 6523, Page 553, of said Deed Records, from which a found 1/2 inch iron rod bears North 00 degrees 49 minutes 30 seconds West, 0.75 feet;

THENCE North 41 degrees 34 minutes 06 seconds West, a distance of 175.00 feet to the POINT OF BEGINNING and containing 40,594 square feet or 0.932 of one acre of land, more or less.

Unofficial Document

Electronically Recorded
Official Public Records
Tarrant County Texas
2005 Jul 27 01:54 PM
Fee: $ 22.00
Submitter: ACS INC

GF#2226000665

D205217808

Suzanne Henderson

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NAURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THE STATE OF TEXAS)

COUNTY OF TARRANT)

The undersigned, PLAINS CAPITAL WEALTH MANAGEMENT, A TRUST COMPANY, AS TRUSTEE OF THE ED E. HARDEN TRUST, CREATED UNDER THE WILL OF ED E. HARDIN (herein called "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by ARVEL D. DUNAWAY, JR AND TERESA DUNAWAY (herein called "Grantee"), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note (herein called the "Note"), described as follows:

> being in the principal sum of One Hundred Nine Thousand One Hundred Thirty Seven and No/100 Dollars ($109,137.00), dated even date herewith, payable to the order of First American Home Lenders, terms as provided in said Note.

the payment of the Note being secured by the Vendor's Lien herein retained, and being additionally secured by a deed of trust of even date herewith from Grantee to Dennis Schwartz, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee whose mailing address is 612 Mansfield/Cardinal Rd., Kennedale, Texas 76060, all of the real property located in Tarrant County, Texas described as follows (herein called the "Property"):

SEE ATTACHED EXHIBIT 'A'

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS SUZANNE HENDERSON COUNTY CLERK

Unofficial Document

D205217808

GF#2226000665

subject, however, to the exceptions to title shown on Exhibit "B" attached hereto (the "Permitted Exceptions"), to HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's heirs, personal representatives and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, subject to the Permitted Exceptions, all and singular the title to the Property unto Grantee and Grantee's heirs, personal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE, subject however, to the Permitted Encumbrances.

It is expressly agreed that the Vendor's Lien, as well as the superior title in and to the above described Property, is retained against the Property and improvements thereon until the Note and all interest thereon is fully paid according to the face, tenor and effect thereof, when this Deed shall become absolute.

DATED to be effective this 19 day of July, 2005.

PLAINSCAPITAL WEALTH MANAGEMENT, A TRUST COMPANY PZ

Pat Fletcher

BY: Vice President

STATE OF TEXAS)
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on the 19 day of July, 2005, by Pat Fletcher, in her capacity as Vice President of PlainsCapital Wealth Management, a Trust Company.

SHANNA JO SMITH
Notary Public, State
My Commission Expires

Shanna Jo Smith
Notary Public, State of Texas
My Commission Expires 4-7-2008

Special Warranty Deed with Vendor's Lien – Page 2

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK

UNOFFICIAL COPY

G. F. No. 1226000665

Exhibit A

TRACT I:

BEING Lot 1R, Block 12, of Boaz's Subdivision, an Addition to the City of Kennedale, TARRANT County, Texas, according to the map or plat thereof recorded in Volume 388-144, Page 90, of the Plat Records of TARRANT County, Texas, and being a portion of that tract of land described in deed to Ed E. Harden as recorded in Volume 6992, Page 2043, Deed Records, TARRANT County, Texas;

BEGINNING at a found 3/4 inch iron rod (a controlling monument) at the North corner of Lot 1R on the Southwest line of Old Mansfield-Cardinal Road (variable width right-of-way), said iron rod being the East corner of a tract of land described in deed to Jack J. Robinson as recorded in Volume 9449, Page 2384, of said Deed Records;

THENCE South 41 degrees 31 minutes 22 seconds East, a distance of 173.99 feet to a set 1/2 inc iron rod at the East corner of said Lot 1R and on the Southwest line of said Old Mansfield-Cardinal Road and being on the Northwest line of Alma Lane (50 foot undeveloped right-of-way) from which a found 5/8 inch iron rod bears South 81 degrees 34 minutes 44 seconds East, 1.05 feet;

THENCE South 48 degrees 00 minutes 00 seconds West, a distance of 175.76 feet along the Northeast line of said Alma Lane to a set 1/2 inch iron rod at the South corner of said Lot 1R and being the East corner of Lot 4, of aforesaid Block 12, Boaz's Subdivision (Vol. 388-23, Pg. 29);

THENCE North 41 degrees 34 minutes 06 seconds West, a distance of 174.76 feet along the common line of said Lot 1R and Lot 4 to a set 1/2 inch iron rod at the West corner of said Lot 1R and the North corner of said Lot 4 and being on the Southeast line of aforesaid Robinson tract;

THENCE North 48 degrees 15 minutes 00 seconds East, a distance of 175.00 feet along the common line of said Robinson tract and said Lot 1R to the POINT OF BEGINNING and containing 30,660 square feet or 0.704 of one acre of land, more or less.

TRACT II:

BEING Lots 4-7, Block 12, of Boaz's Subdivision, and Addition to the City of Kennedale, TARRANT County, Texas, according to the map or plat thereof recorded in Volume 388-23, Page 29, of the Plat Records of TARRANT County, Texas, and being a portion of that certain tract of land described in deed to Ed E. Harden as recorded in Volume 6992, Page 2043, Deed Records, TARRANT County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod (a controlling monument) at the West corner of said Lot 7 and the North corner of a tract of land described in deed as Lot 8A to Gloria Price as recorded in Volume 15755, Page 542, Deed Records, TARRANT County, Texas, and being on the Southeast line of a tract of land described in deed to Amber Bigham as recorded in Volume 17315, Page 317, of said Deed Records;

THENCE North 48 degrees 00 minutes 00 seconds East, a distance of 175.69 feet to a set 1/2 inch iron rod at the East corner of said Bigham tract and being the South corner of a tract of land described in deed to Bettie L. Smith and Bettie Jo Smith as recorded in Volume 1952, Page 416, of said Deed Records and being on the Northwest line of Lot 4, of said Block 12;

THENCE North 48 degrees 15 minutes 00 seconds East, a distance of 56.31 feet to a set 1/2 inch iron rod at the North corner of said Lot 4 and the West corner of Lot 1R, Boaz's Subdivision, an addition to the City of Kennedale, TARRANT County, TExas, according to the plat thereof recorded in Volume 388-144, Page 90, Plat Records, TARRANT County, Texas, and being on the Southeast line of a tract of land described in deed to Jack J. Robinson as recorded in Volume 9449, Page 2384, of said Deed Records;

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS SUZANNE HENDERSON, COUNTY CLERK

Unofficial Document

THENCE South 41 degrees 34 minutes 06 seconds East, along the Northeast line of said Lot 4 and the Southwest line of said Lot 1R, a distance of 174.76 feet to a set 1/2 inch iron rod at the South corner of said Lot 1R and the East corner of said Lot 4 and being on the Northwest line of Alma Lane (50 foot undeveloped right-of-way);

THENCE South 48 degrees 00 minutes 00 seconds West, a distance of 232.01 feet along the Northwest line of said Alma Lane to a set 1/2 inch iron rod at the South corner of aforesaid Lot 7 being the East corner of a tract of land described in deed as Lot 8B to Robert Edward Baker and wife Edna Lewis Baker as recorded in Volume 6523, Page 553, of said Deed Records, from which a found 1/2 inch iron rod bears North 00 degrees 49 minutes 30 seconds West, 0.75 feet;

THENCE North 41 degrees 34 minutes 06 seconds West, a distance of 175.00 feet to the POINT OF BEGINNING and containing 40,594 square feet or 0.932 of one acre of land, more or less.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

GF#2226000665

Unofficial Document

Exhibit "B"

Exceptions to Warranty of Title

1. All restrictive covenants and other matters appearing of record. PJ

2. Visible and apparent easements on or across the property.

3. Other liens or encumbrances: None

Grantee's Mailing Address:
612 Mansfield/Cardinal Rd.
Kennedale, TX 76060

After recording return to:

Commonwealth Land Title Company
1221 N. IH 35E
Carrollton, TX 75006

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

Unofficial Document

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY

ATTEST: June 05 20

SUZANNE HENDERSON, County Clerk
Tarrant County, Texas

BY: Sandra Welch, Deputy

Margaret Stoval
732 Lakewood Dr
Kennedale, TX 76060

David Easley

740 Lakewood Dr.
Kennedale, TX 76060

John Babb

824 Lakewood Dr
Kennedale, TX 76060

Salvador Mariscal

816 Lakewood Dr.
Kennedale, TX 76060

Larisa Beyle

808 Lakewood Dr.
Kennedale, TX 76060

Johnny Shackelford

800 Lakewood Dr.
Kennedale, TX 7606

Steve Radakovich

PO BOX 384
Kennedale, TX 76060

Kennedale MHP LLC

716 E Kennedale Pkwy
Kennedale, TX 76060

Jason Biles
712 Mansfield Cardinal Rd.
Kennedale, TX 76060

Boyd Builders Inc.
Street Address

Arlington, TX 76016

Arvel D Dunaway

612 Mansfield Cardinal Rd.
Kennedale, TX 76060

Dale K Davidson

2601 Forest Ridge Ct.
Arlington, TX 76016

Martin Becerra Esparza

713 E Kennedale Pkwy
Kennedale, TX 76060

Carolyn Headrick

2012 Handley Dr
Fort Worth, 76112

4C's L&G LP

1032 Kennedale Sublett Rd
Kennedale, TX 76060

KENNEDALE
Planning Department
www.cityofkennedale.com

Date: November 21, 2016
Agenda Item No: REGULAR ITEMS (C)

I. SUBJECT

CASE # PZ 16-14 Public hearing and consideration of Ordinance approval regarding a request by Joyce Stanton for Re-platting of 1399 J R Hawkins Rd., legal description of Falcon Wood Estates Section One, Block 1, Lot 17, Kennedale, Tarrant County, Texas. The replat would create Lots 17R-A and 17 R-B.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Replat one lot into two lots
Applicant	Joyce Stanton, representing the property owner
Location	Falcon Wood subdivision off Swiney Hiett and Eden Rds
Surrounding Uses	Primarily single-family residential
Surrounding Zoning	R-1 and R-3 single-family residential, Manufactured Home, Agricultural
Future Land Use Plan Designation	Parks / open space due to floodplain
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

This property is 9.025 acres in size and is zoned R-1 single family residential. It was originally created to serve as a drainage and 100-year floodplain easement for the Falcon Wood subdivision, although it was also designed to leave room for one (1) one-acre pad site for a house outside of the drainage easement and floodplain.

An amending plat for this property was approved earlier this year to amend the boundaries of the floodplain drainage easement. Prior to approving the amending plat, the city required the applicant to submit a new floodplain study, which was reviewed by the city's engineers.

SURROUNDING PROPERTIES & NEIGHBORHOOD

SURROUNDING PROPERTIES AND NEIGHBORHOOD

Most of the properties in the area are single family residential, although there are a few commercial properties in the vicinity. The lot is within the Falcon Wood Estates subdivision, a large-lot single

family residential neighborhood. Across Swiney Hiett to the north are mostly single family residences developed before the Falcon Wood subdivision was built.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The property is designated as Parks / Open Space in the Future Land Use Plan due to floodplain.

The area is designated as Parks / Open Space due to the floodplain on the property. However, the properties outside the floodplain may be developed as residential if the open space character is preserved. In this case, the lots would be 3.29 and 5.53 acres, and a large portion of each property is still reserved as a 100-year floodplain/drainage easement, so the open space character would be retained. The adjacent residential lots within Falcon Crest are designated as Neighborhood in the Future Land Use Plan.

SUMMARY

The replat conforms to the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

Plats must comply with certain technical requirements in order to be approved.

PUBLIC WORKS AND ENGINEERING REQUIREMENTS

The replat meets the city's public works and engineering requirements.

PLANNING REQUIREMENTS

The plat drawing meets the technical requirements for plat drawings.

FIRE DEPARTMENT REQUIREMENTS

The fire chief has reviewed the plat drawing and has no concerns.

STAFF RECOMMENDATION

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

ADDITIONAL FACTORS TO CONSIDER.

By state law, if a variance is requested for a replat and the variance is protested by a certain percentage of property owners* within the same subdivision (Falcon Wood), then the replat can only be approved with a supermajority vote. There are no variances requested for this replat.

* Owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area.

ACTION BY THE PLANNING & ZONING COMMISION

The Planning & Zoning Commission will hold a public hearing and consider this item on its November 17 agenda.

ACTION BY THE CITY COUNCIL

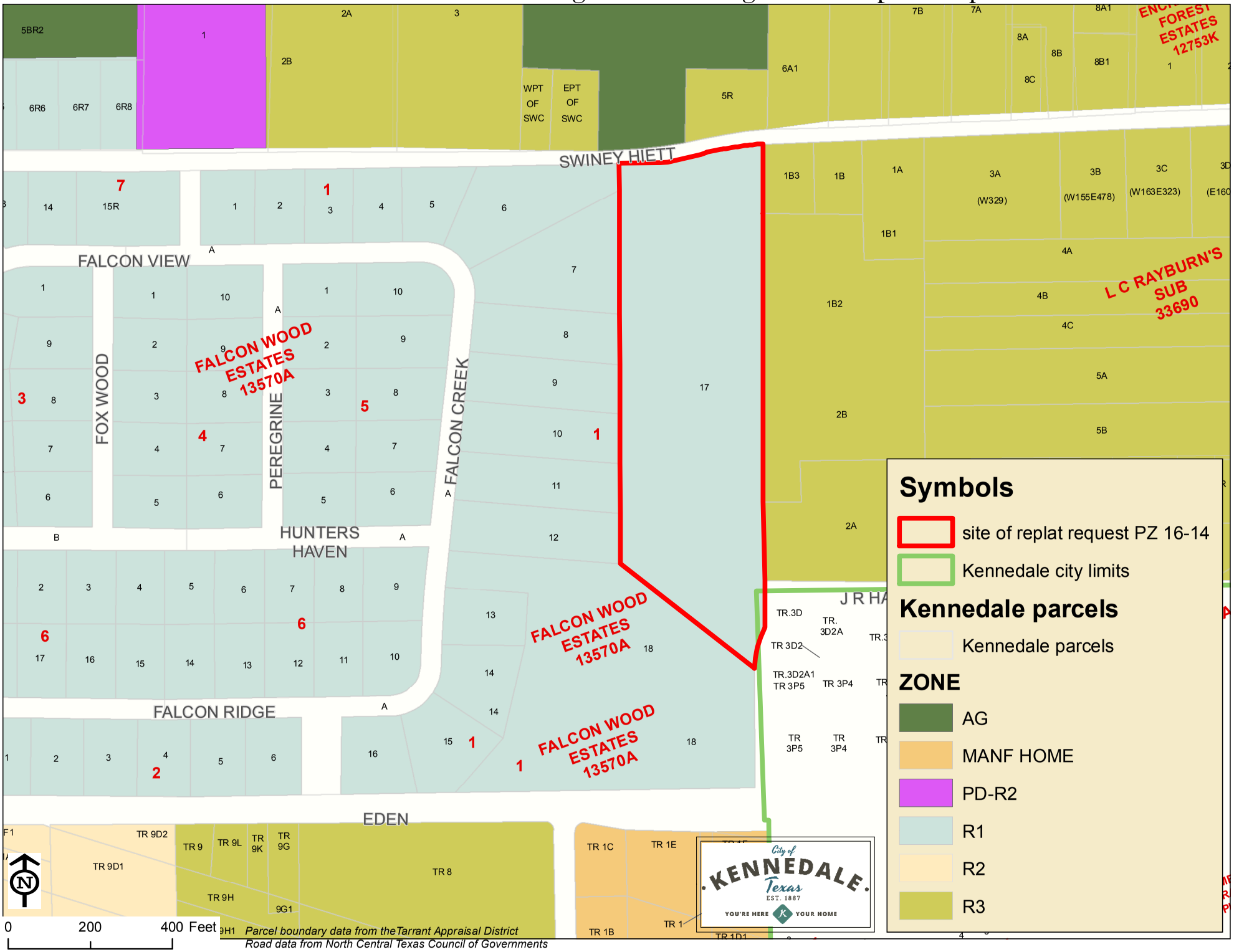
Sample motions are provided below (you are not required to use these examples).

Approval: Based on the information presented, I find that the replat meets city requirements for plats and conforms to the comprehensive land use plan. I make a motion to approve the replat.

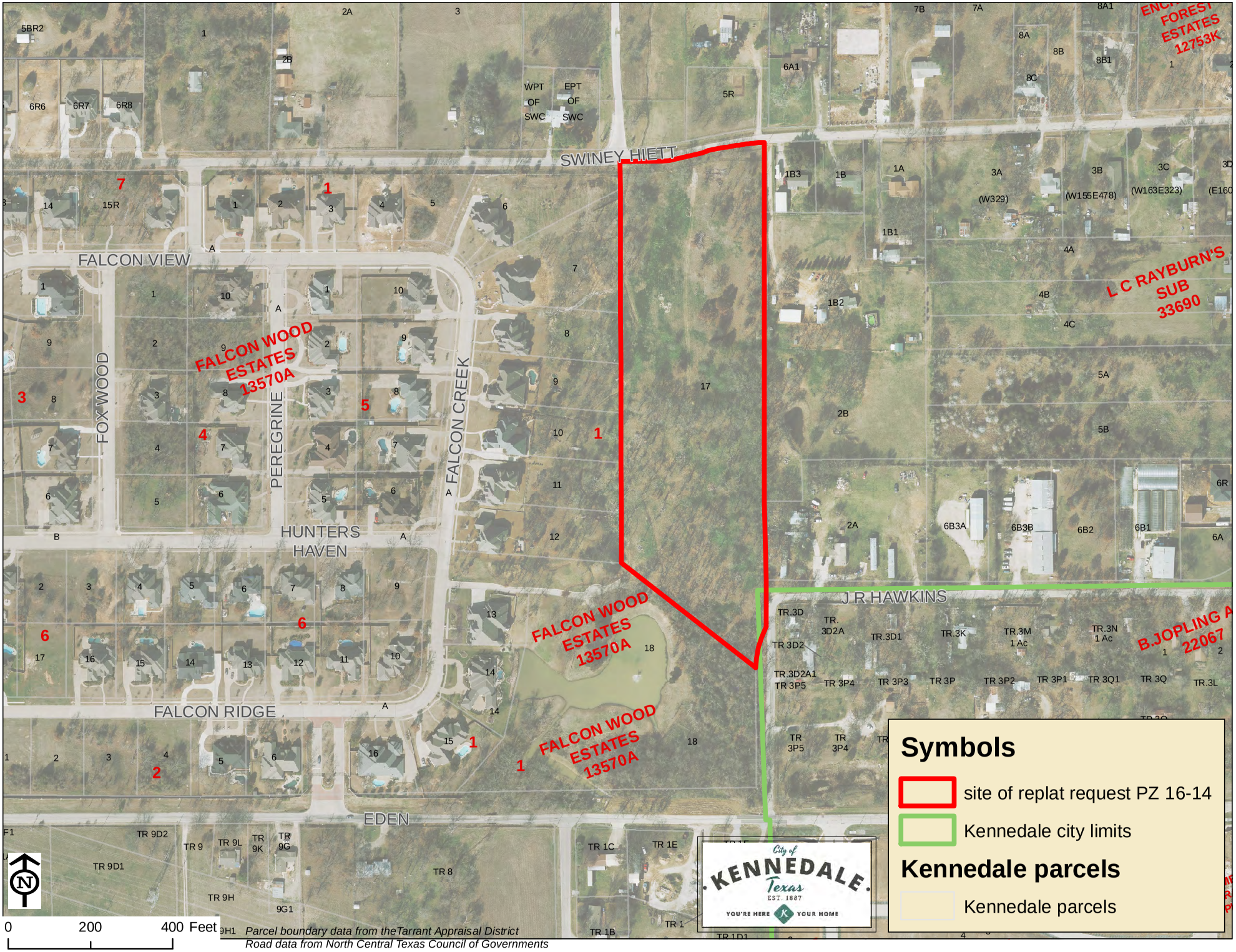
Approval with Conditions: Based on the information presented, I find that the replat conforms to the comprehensive land use plan and meets city requirements except for [state what/how the plat doesn't meet requirements] and make a motion to approve the replat with the following conditions [list conditions].

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

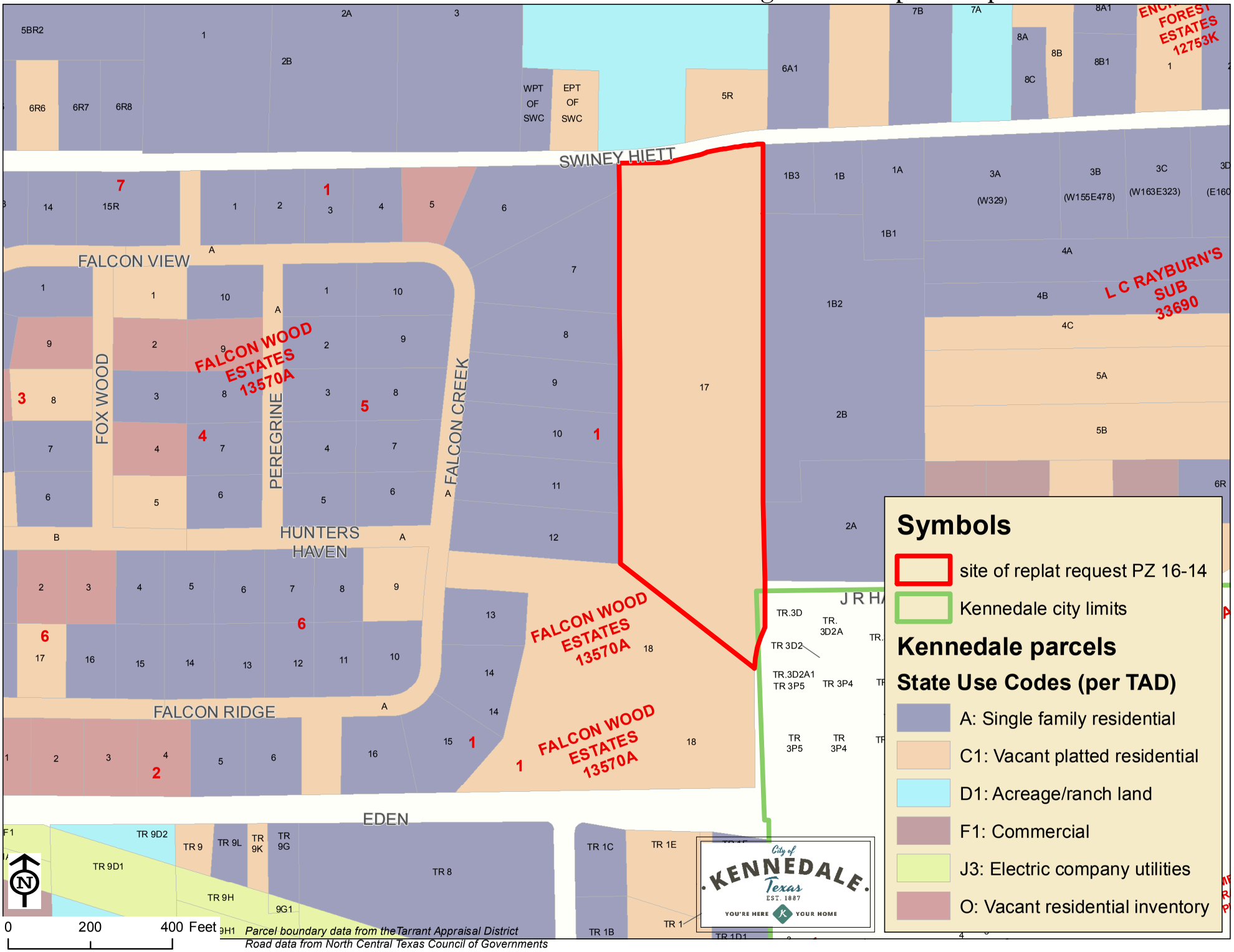
PZ 16-14: Zoning surrounding site of replat request



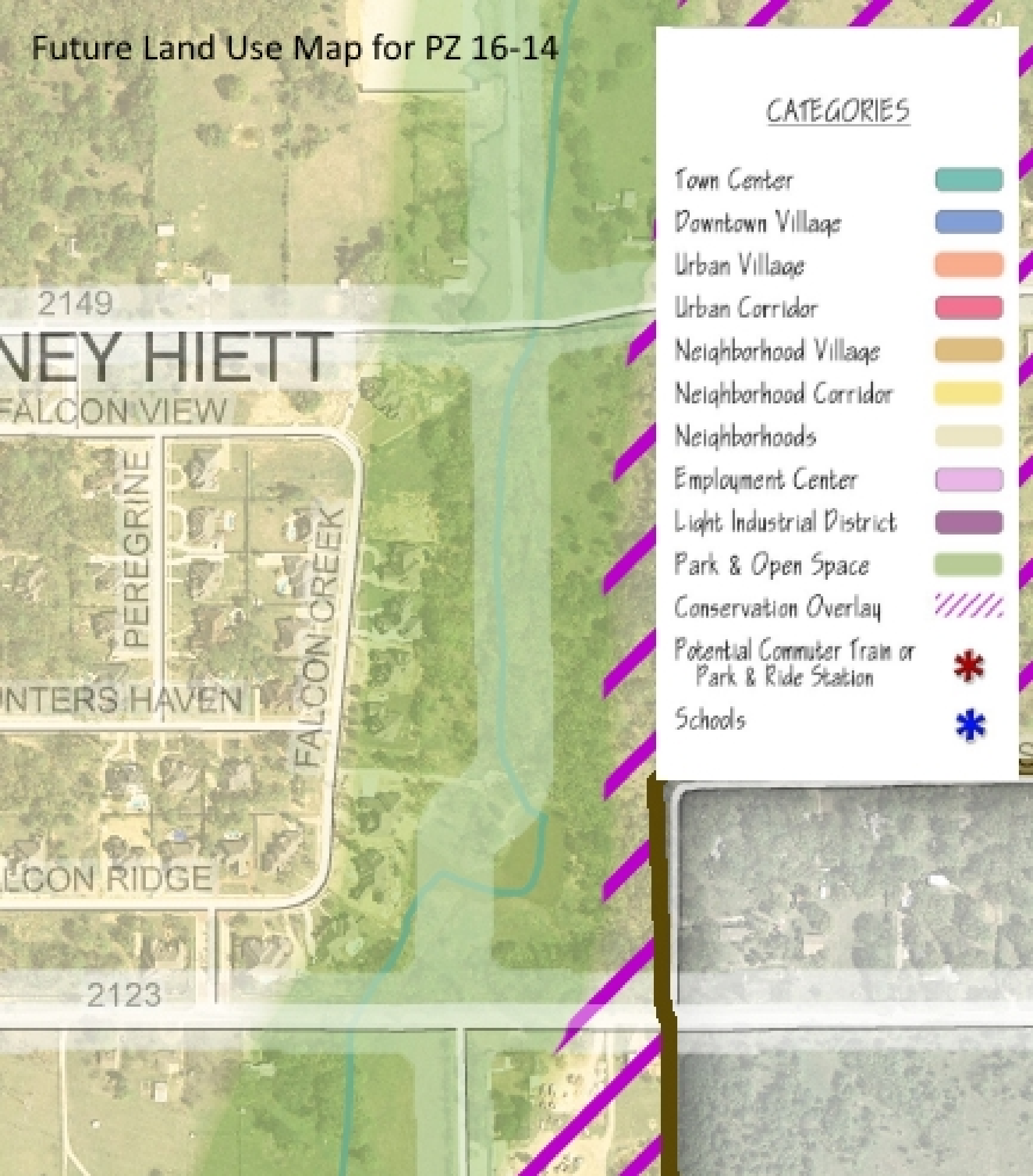
PZ 16-14: aerial view of site



PZ 16-14: Land uses surrounding site of replat request



Future Land Use Map for PZ 16-14



City of Kennedale
Re-Plat Application

APPLICANT NAME: Joyce Stanton DATE: September 23, 2016

PROPOSED SUB-DIVISION NAME: Lot 17R-A & 17R-B, Blk 1, Falcon Wood Estates, Phase One

CURRENT LEGAL DESCRIPTION: Lot 17R, Blk 1, Falcon Woods Estates, Phase One ACRES: 9.025

CURRENT ZONING: R1 PROPOSED ZONING: R1

BEING PLATTED AS: LOTS: 2 BLOCKS: _____ PHASES: _____

OWNER OF RECORD: 64-ACRE JOINT VENTURE (Contact: Ralph Shelton)

MAILING ADDRESS: PO BOX 171199

PHONE: [redacted] EMAIL (optional): [redacted]

CITY: Arlington STATE: Texas ZIP: 76003

SURVEYOR: Joyce Stanton

MAILING ADDRESS: 908 West Main Street

PHONE: 817-275-3361 EMAIL (optional): jstanton@dterry.com

CITY: Arlington STATE: Texas ZIP: 76013

ENGINEER: _____

MAILING ADDRESS: _____

PHONE: _____ EMAIL (optional): _____

CITY: _____ STATE: _____ ZIP: _____

DEVELOPER: _____

MAILING ADDRESS: _____

PHONE: _____ EMAIL (optional): _____

CITY: _____ STATE: _____ ZIP: _____

Who is the primary contact for questions or comments from city staff regarding this plat application?

NAME: Joyce Stanton

KENNEDALE

Please provide below (or on an attached page) a description of the project for which the plat is sought. Include proposed land uses and their locations.

The purpose of this plat is to divide the current Lot 17R, Block 1, Falcon Wood Estates, Phase One into two lots.

APPLICANT SIGNATURE: _____ DATE: _____

OWNER SIGNATURE: _____ DATE: _____

SURVEYOR SIGNATURE: _____ DATE: 9/23/2016

ENGINEER SIGNATURE: _____ DATE: _____

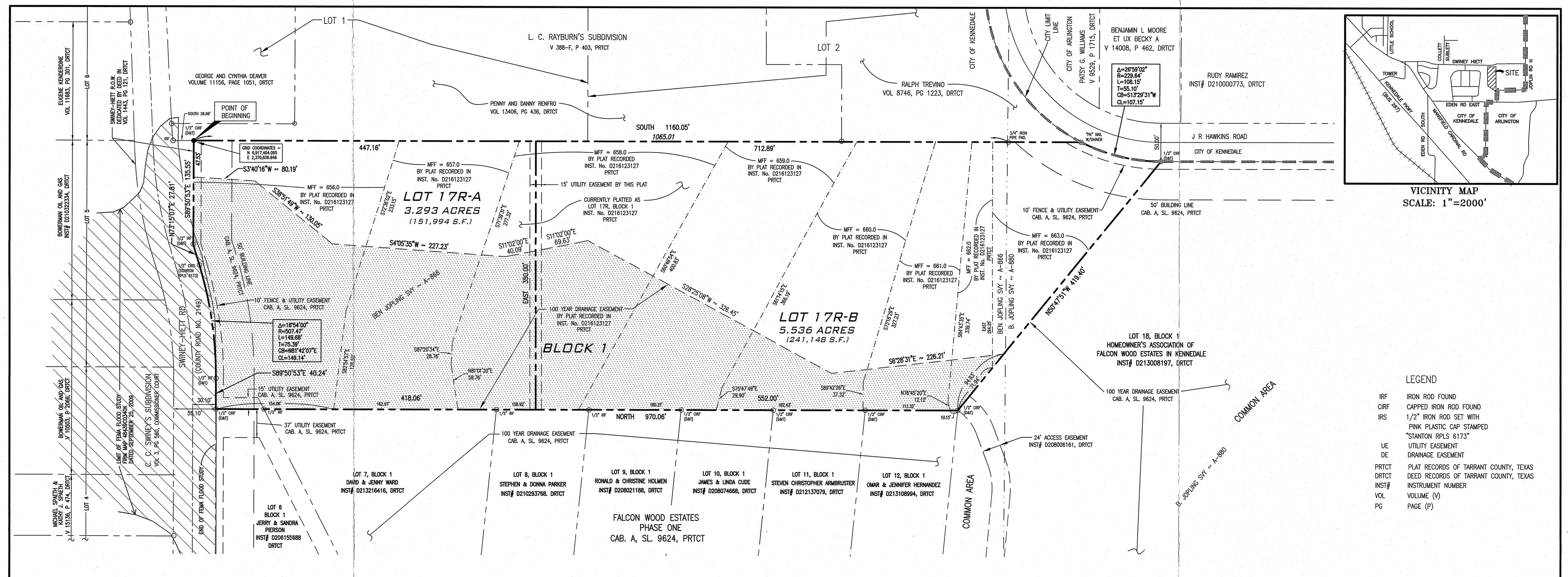
DEVELOPER SIGNATURE: _____ DATE: _____

KENNEDALE

For Office Use Only: **Date Received:** _____

Reviewed by:

- ☐ Community Development Director _____ (initial after review)
- ☐ Public Works Director _____ (initial after review)
- ☐ Fire Chief _____ (initial after review)
- ☐ Other Staff, as needed _____ (initial after review)



VICINITY MAP
SCALE: 1"=2000'

LEGEND

IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
IRS	1/2" IRON ROD SET WITH PINK PLASTIC CAP STAMPED "STANTON RPLS 6173"
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
PRTCT	PLAT RECORDS OF TARRANT COUNTY, TEXAS
DRTCT	DEED RECORDS OF TARRANT COUNTY, TEXAS
INST#	INSTRUMENT NUMBER
VOL	VOLUME (V)
PG	PAGE (P)

0 25 50 100 150
Graphic Scale In Feet
1"=50'

The purpose of this replat is to create two lots from one lot.

2 LOTS

9.025 ACRE TRACT

REPLAT

FALCON WOOD ESTATES
SECTION ONE
LOTS 17R-A & 17R-B, BLOCK 1

BEING A REPLAT OF LOT 17R, BLOCK 1, FALCON WOOD ESTATES – SECTION ONE, AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, ACCORDING TO THE AMENDED PLAT RECORDED IN INSTRUMENT No. D216123127, DEED RECORDS OF TARRANT COUNTY, TEXAS IN THE B. JOPLING SURVEY, ABSTRACT NO. 880 AND THE BEN JOPLING SURVEY, ABSTRACT NO. 866.

KENNEDALE, TARRANT COUNTY, TEXAS

DATE: SEPTEMBER, 2016 SCALE: 1" = 60'
FILE: P:\FALCONWOOD\LOT 17R-A-17R-B-REPLAT 2016

DI SCIULLO-TERRY, STANTON & ASSOCIATES, INC.
ENGINEERING AND SURVEYING
908 WEST MAIN STREET * ARLINGTON, TEXAS 76013
TELEPHONE: 817 · 275 · 3361 * FAX: 817 · 275 · 8920
ESTABLISHED 1953 * FIRM No. E-615 & S-100049-00
EMAIL: jstanton@dterry.com

FP-952

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, 64–ACRE JOINT VENTURE, acting by and through the undersigned, its duly authorized agent is the sole owner of a tract of land known as Lot 17R, Block 1, Falcon Wood Estates – Section One, an addition to the City of Kennedale, Tarrant County, Texas according to plat filed in Instrument No. D216123127, Plat Records of Tarrant County, Texas (PRTCT), and being located in the Ben Jopling Survey, A–866 and the B. Jopling Survey, A–880, in the City of Kennedale, Tarrant County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "Di Sciullo and Terry" found at the northeast corner of the aforementioned Lot 17R, said iron rod being South 26.86 feet from an iron rod found at the northwest corner of a tract of land conveyed to Penny and Danny Renfro, according to the deed recorded in Volume 13406, Page 436, Deed Records of Tarrant County, Texas (DRTCT), and being in the west line of Lot 1, L. C. Rayburn's Subdivision an addition to the City of Kennedale, Tarrant County, Texas according to the plat recorded in Volume 388–F, Page 403, PRTCT, said iron rod also being in the south right of way line of Swiney Hiett Road (County Road No. 2149);

THENCE South with the common line of the aforementioned Lot 17R and Renfro tracts, same being the west line of L. C. Rayburn's Subdivision, at 1065.01 feet passing a 3/4" iron pipe found at the southwest corner of Lot 2, Rayburn's Subdivision, in all 1160.05 feet to a PK Nail with shiner found in a curve to the left having a radius of 229.64 feet, a central angle of 26° 59' 02" and a chord that bears South 13° 29' 31" West a chord length of 107.15 feet, said iron rod being in the west right of way line of Joplin Road (County Road No. 2040) (a 50 foot wide right of way);

THENCE southerly along said curve to the left, with the west right of way line of Joplin Road, a distance of 108.15 feet to a 1/2" iron rod with plastic cap stamped "Di Sciullo and Terry" found at the end of said curve;

THENCE North 50° 47' 51" West, departing the west right of way line of Joplin Road, a distance of 419.40 feet to a 1/2" iron rod with plastic cap stamped "Di Sciullo and Terry" found, for corner;

THENCE North a distance of 970.06 feet to a 1/2" iron rod with plastic cap stamped "Di Sciullo and Terry" found in the south right of way of Swiney Hiett Road (County Road No. 2149), for corner;

THENCE South 89° 50' 53" East with the south right of way line of Swiney Hiett Road (County Road No. 2149), a distance of 40.24 feet to a 1/2" iron rod with plastic cap stamped "Di Sciullo and Terry" found at the beginning of a curve to the left having a radius of 507.47 feet, a central angle of 16° 54' 00" and a chord that bears North 81° 42' 07" East a chord length of 149.14 feet;

THENCE easterly along said curve to the left with the south right of way line of Swiney Hiett Road (County Road No. 2149), a distance of 149.68 feet to a 1/2" iron rod with pink plastic cap stamped "STANTON RPLS 6173" found at the end of said curve;

THENCE North 73° 15' 07" East with the south right of way line of Swiney Hiett Road (County Road No. 2149), a distance of 27.81 feet to a 1/2" iron rod with plastic cap stamped "Di Sciullo and Terry" found for angle point;

THENCE South 89° 50' 53" East with the south right of way line of Swiney Hiett Road (County Road No. 2149), a distance of 135.55 feet to the PLACE OF BEGINNING, containing a calculated area of 9.025 Acres (393,142 square feet) acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, 64–ACRE JOINT VENTURE, by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as LOTS 17R–A and 17R–B, BLOCK 1, FALCON WOOD ESTATES – SECTION ONE, an addition to the City of Kennedale, Tarrant, County, Texas, and does hereby dedicate to the public's use the streets and easements shown thereon.

WITNESS MY HAND AT Arlington, Tarrant County, Texas, this the _____ day of _____, 2016.

64–ACRE JOINT VENTURE:

_____
By: BILL BOWERMAN, PRESIDENT

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared BILL BOWERMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Joint Venture.

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

_____
Notary Public, for the State Of Texas

NOTES:
1. All iron rods set (IRS) are 1/2" in diameter and have a pink plastic cap stamped "STANTON RPLS 6173". Iron rods will be set at points of curvature and tangency.

2. Basis of Bearings – The recorded west line of the L. C. Rayburn's Subdivision, same being the east line of Falcon Wood Estates – Section One as recorded in Cabinet A, Slide 9624, DRTCT.

3. Subject tract lies within Zone X (unshaded area ~ defined as areas determined to be outside the 0.2% annual chance floodplain), according to Federal Emergency Management Agency Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas No. 48439C0340K ~ Revision Date September 25, 2009. However subject tract is outside the limits of detailed study. Hydrologic Study performed by Gergens Hydrologic Engineering, LCC to determine limits of the flood plain dated November 2015. The 100 year drainage easement and minimum finished floor elevations by this plat reflect the determinations of the aforementioned Hydrologic Study.

SURVEYOR'S CERTIFICATE

I, Joyce P. Stanton, a Registered Professional Land Surveyor of 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 – Release date November 4, 2016."

_____
Joyce P. Stanton
Registered Professional Land Surveyor
Texas Registration No. 6173

The City Council of the City of Kennedale, Texas voted affirmatively on this _____ day of _____, 2016, to approve of this Plat for filing of record.

_____
Mayor, City of Kennedale

_____
Attest: City Secretary

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

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

_____
ATTEST: SECRETARY, PLANNING AND ZONING COMMISSION

THIS PLAT FILED IN:
INSTRUMENT NO. _____
DATE _____

OWNER:

64–ACRE JOINT VENTURE
(BILL BOWERMAN, PRESIDENT)
PO BOX 171199
ARLINGTON, TEXAS 76003

SURVEYED ON THE GROUND SEPTEMBER 15, 2016

KENNEDALE
Planning and Zoning Commission
www.cityofkennedale.com

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: November 21, 2016
Agenda Item No: REGULAR ITEMS (D)

I. SUBJECT

CASE # PZ 16-15 Public hearing and consideration of a request by the Kennedale Economic Development Corporation for re-platting of Block 5, Lots 1-6 and 12-16, Oak Crest Addition, Kennedale, Tarrant County, Texas. The replat would create Lots 1 R and 6R, Block 5.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Replat
Applicant	Kennedale Economic Development Corporation
Location	Oak Crest at High Ridge and Link St
Surrounding Uses	Commercial and residential
Surrounding Zoning	C-1, R-3, EC, PD (QT); Commercial Corridor overlay
Future Land Use Plan Designation	Employment Center
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property has been acquired by the Kennedale Economic Development Corporation and cleared as part of KEDC's economic development program. As the next step in its redevelopment efforts for this area, the KEDC would like to create one large lot (essentially) to facilitate selling and developing the property. The property is currently vacant.

SURROUNDING PROPERTIES & NEIGHBORHOOD

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The area has a mix of uses and zoning. On the east side are PD and Employment Center zoning districts, with gas station / convenience store and drive-through restaurant land uses. To the west are C-1 restricted commercial and R-3 single family residential zoning with commercial and residential land uses, and immediately to the south is R-3 (see attached map). This neighborhood was originally platted in the 1940s and has seen a lot of transition of the years, including changing from primarily residential into a freeway-adjacent mix of commercial, light industrial, and residential uses. Link St was recently extended and now bisects Block 5.

PLATTING HISTORY

The property was originally platted in 1947 as approximately quarter-acre residential lots. The properties in question have not been replatted since that time and were until recently under separate ownership.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The property is designated as Employment Center in the Future Land Use Plan.

The comprehensive plan shows this area as Employment Center. The Employment Center district is designed for a major office development for corporate headquarters or multiple smaller offices. The plan notes that ideally a mix of land uses—including office and retail—would occupy this site, with an emphasis on employment.

SUMMARY

The replat conforms to the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

Plats must comply with the city's technical requirements in order to be approved.

PUBLIC WORKS AND ENGINEERING REQUIREMENTS

The plat meets public works and engineering requirements for plats.

PLANNING REQUIREMENTS

The plat meets technical requirements for plat drawings.

FIRE DEPARTMENT REQUIREMENTS

The fire chief has reviewed the plat drawing and has no concerns.

STAFF RECOMMENDATION

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

ADDITIONAL FACTORS TO CONSIDER.

By state law, if a variance is requested for a replat and the variance is protested by a certain percentage of property owners* within the same subdivision (Oak Crest), then the replat can only be approved with a supermajority vote. There are no variances requested for this replat.

* Owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area.

ACTION BY THE PLANNING & ZONING COMMISION

The Planning & Zoning Commission will hold a public hearing and consider this item on its November 17 agenda.

ACTION BY THE CITY COUNCIL

Sample motions are provided below (you are not required to use these examples).

Approval: Based on the information presented, I find that the replat meets city requirements for plats and conforms to the comprehensive land use plan. I make a motion to approve the replat.

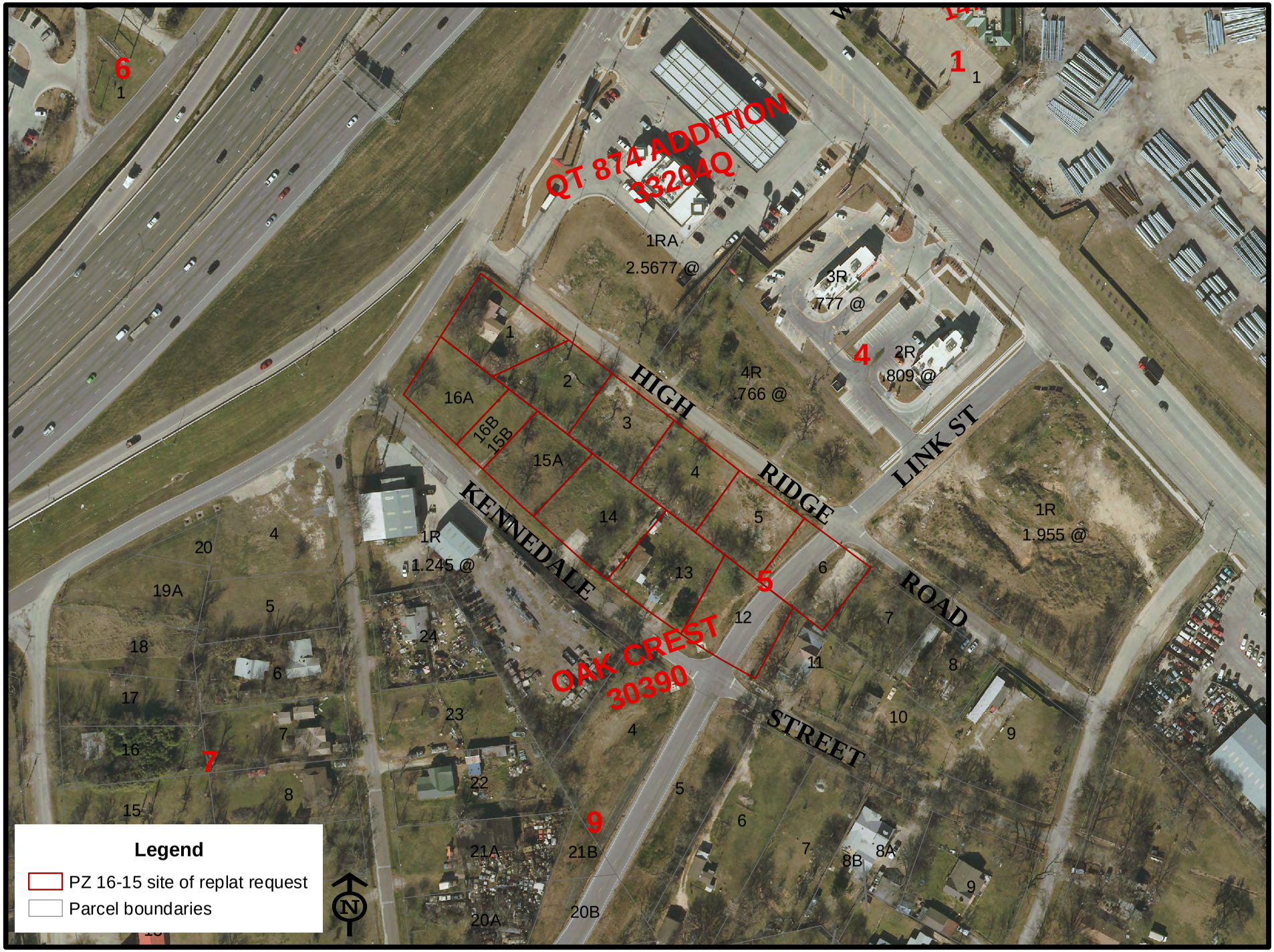
Approval with Conditions: Based on the information presented, I find that the replat conforms to the comprehensive land use plan and meets city requirements except for [state what/how the plat doesn't meet requirements] and make a motion to approve the replat with the following conditions [list conditions].

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

PZ 16-15 replat request

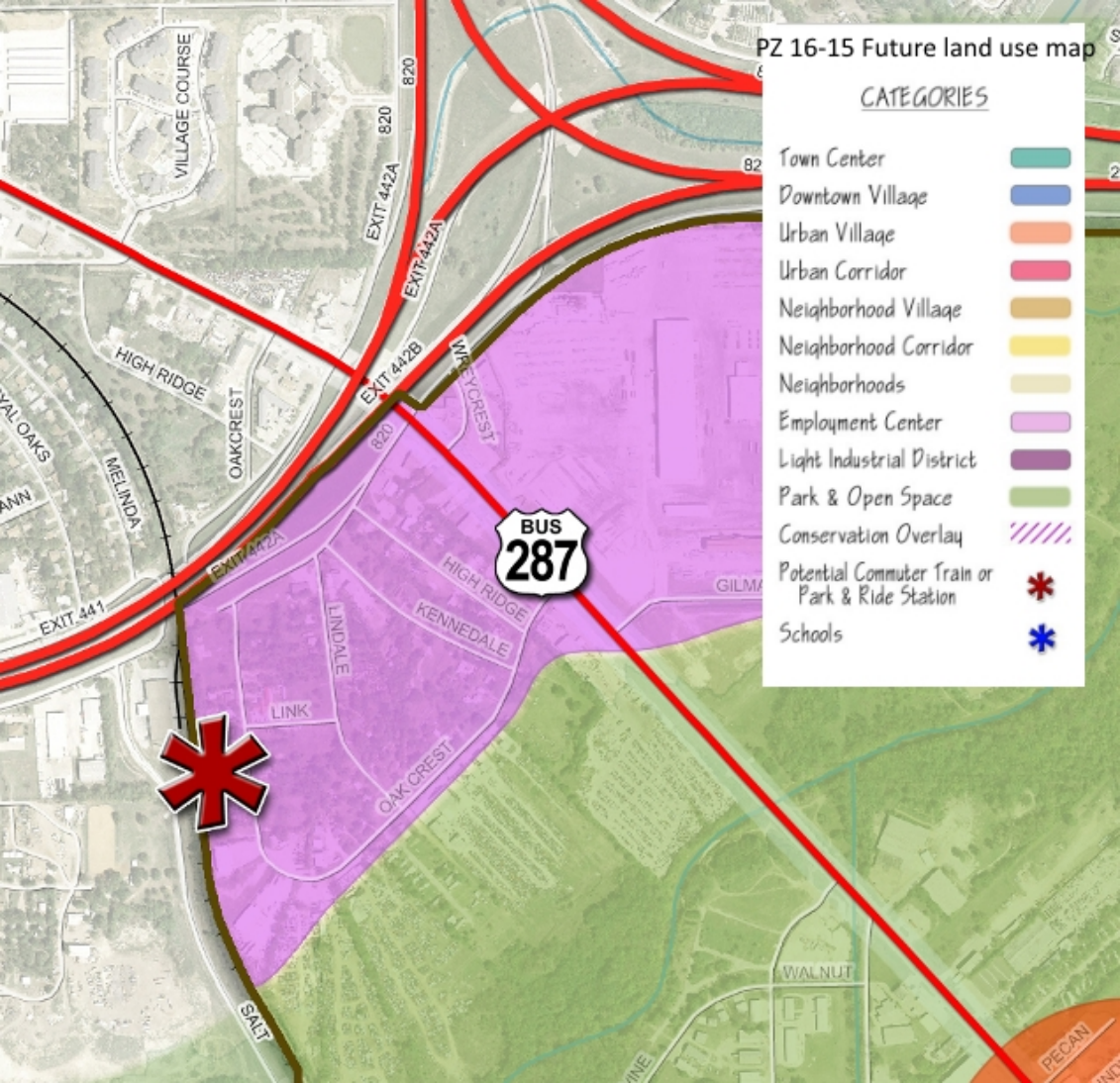
Parcel boundary data from the Tarrant Appraisal District
Road data from North Central Texas Council of Governments

PZ 16-15: aerial view



PZ 16-15: state use classifications (from TAD)

Parcel boundary data from the Tarrant Appraisal District
Road data from North Central Texas Council of Governments


PZ 16-15 Future land use map
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
VILLAGE COURSE
820
EXIT 442A
EXIT 442B
HIGH RIDGE
OAKCREST
MELINDA
EXIT 441
WREYCREST
BUS
287
HIGH RIDGE
KENNEDALE
LINDALE
LINK
OAK CREST
SALT
WALNUT
PECAN

City of Kennedale
Re-Plat Application

APPLICANT NAME: KEDC DATE: 10.18.16

PROPOSED SUB-DIVISION NAME:

CURRENT LEGAL DESCRIPTION: Block 5, Lots 1-6, 12-16, Oak Crest Addn ACRES: 2.968

CURRENT ZONING: C-1 and R-3 PROPOSED ZONING: n/a

BEING PLATTED AS: LOTS: 1R BLOCKS: 5R-1 PHASES: 1

6R 5

OWNER OF RECORD: KEDC

MAILING ADDRESS 405 Municipal Dr., Kennedale

PHONE: 817.985.2102 EMAIL (optional): bhart@CityofKennedale.com

CITY: STATE: ZIP:

SURVEYOR: Shield Engineering

MAILING ADDRESS:

PHONE: EMAIL (optional):

CITY: STATE: ZIP:

ENGINEER:

MAILING ADDRESS:

PHONE: EMAIL (optional):

CITY: STATE: ZIP:

DEVELOPER:

MAILING ADDRESS:

PHONE: EMAIL (optional):

CITY: STATE: ZIP:

Who is the primary contact for questions or comments from city staff regarding this plat application?

NAME:

KENNEDALE

Please provide below (or on an attached page) a description of the project for which the plat is sought. Include proposed land uses and their locations.

economic development

APPLICANT SIGNATURE: Bob Hart DATE: 10.18.16

OWNER SIGNATURE: Bob Hart DATE: 10.18.16

SURVEYOR SIGNATURE: _____ DATE: _____

ENGINEER SIGNATURE: _____ DATE: _____

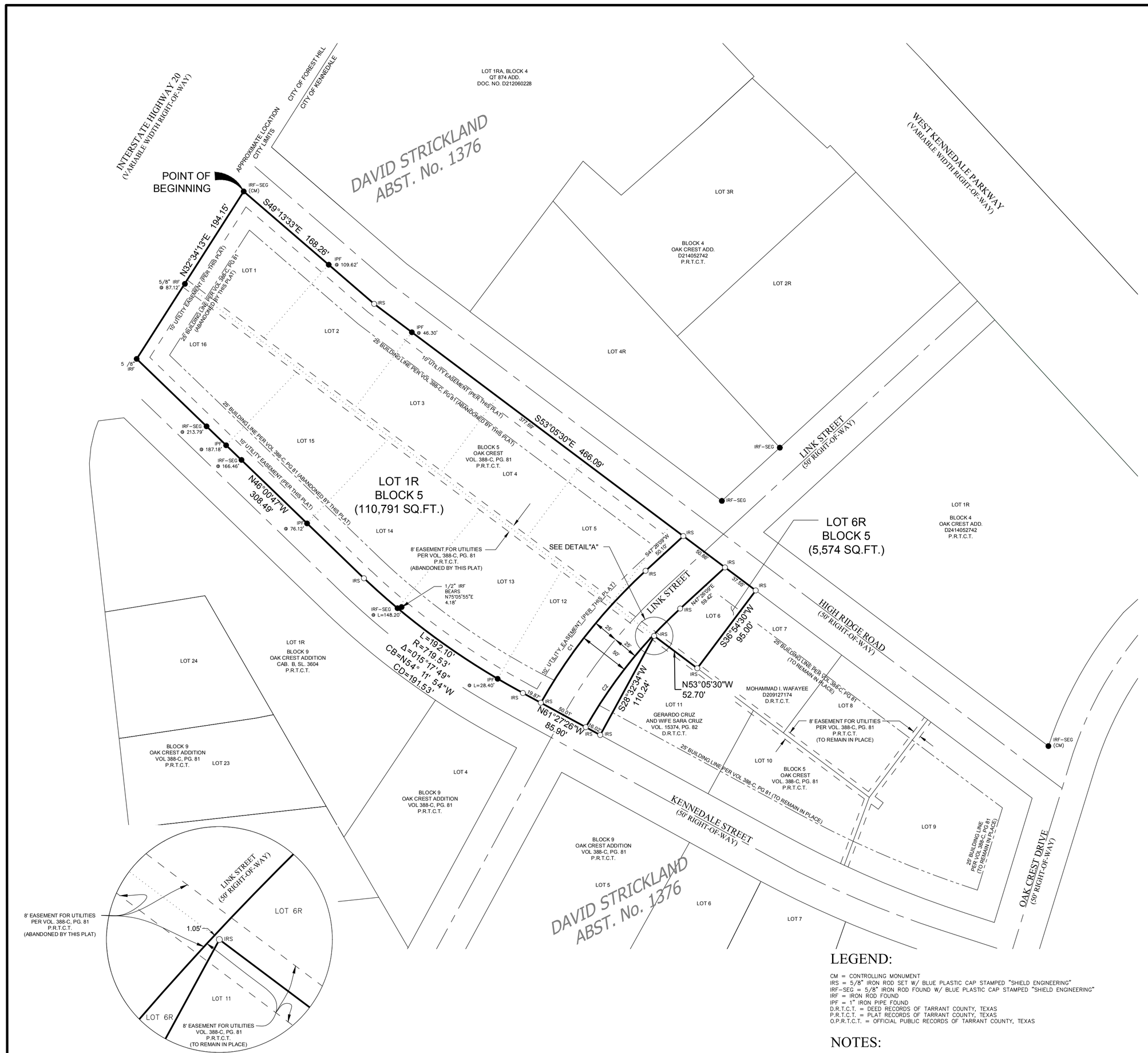
DEVELOPER SIGNATURE: _____ DATE: _____

KENNEDALE

For Office Use Only: **Date Received:** _____

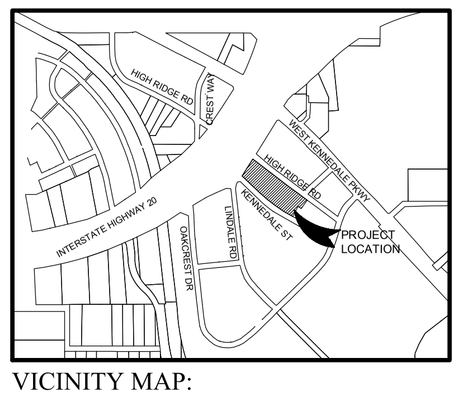
Reviewed by:

- ☐ Community Development Director _____ (initial after review)
- ☐ Public Works Director _____ (initial after review)
- ☐ Fire Chief _____ (initial after review)
- ☐ Other Staff, as needed _____ (initial after review)



DETAIL "A"

SCALE: 1" = 10'



VICINITY MAP:

SCALE: 1" = 1000'

0 60 120

SCALE: 1" = 60'

LEGEND:

CM = CONTROLLING MONUMENT
IRS = 5/8" IRON ROD SET W/ BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"
IRF-SEG = 5/8" IRON ROD FOUND W/ BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"
IRF = IRON ROD FOUND
IPF = 1" IRON PIPE FOUND
D.R.T.C.T. = DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS

NOTES:

1. BASIS OF BEARINGS IS STATE PLANE GRID – TEXAS NORTH CENTRAL ZONE (4202) NAD83 GPS OBSERVATIONS.
2. ALL DISTANCES ARE SURFACE.
3. 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. ADDITIONAL EASEMENTS CROSSING THE SUBJECT TRACT WHICH ARE NOT DEPICTED HEREON SHALL REMAIN IN EFFECT AND ARE NOT ABANDONED BY THIS PLAT.
4. NO BUILDING PERMIT SHALL BE ISSUED FOR LOT 6R, BLOCK 5 AS SHOWN HEREON. LOT 6R, BLOCK 5 SHALL BE AN OPEN SPACE LOT UNTIL SUCH TIME IT IS REPLATTED WITH ADJACENT PROPERTY.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	165.16'	524.86'	18°01'44"	S38°27'07"W	164.46'
C2	148.64'	474.86'	17°56'05"	N38°29'56"E	148.04'

DEVELOPMENT YIELD	
TOTAL GROSS ACREAGE	2.914 ACRES
RIGHT-OF-WAY DEDICATION	0.243 ACRES
OPEN SPACE	0.128 ACRES
NET ACREAGE	2.543 ACRES

CITY APPROVAL:

The Planning and Zoning Commission of the City of Kennedale, Texas voted affirmatively on this _____ day of _____, 20_____, to recommend approval of this Plat by the City Council.

_____
Chairman, Planning and Zoning Commission

_____
Attest: Secretary, Planning and Zoning Commission

The City Council of the City of Kennedale, Texas voted affirmatively on this _____ day of _____, 20_____, to approve of this Plat for filing of record.

_____
Mayor, City of Kennedale

_____
Attest: City Secretary

THIS PLAT WAS FILED UNDER COUNTY CLERK'S INSTRUMENT NUMBER _____

DEDICATION STATEMENT:

STATE OF TEXAS §

COUNTY OF TARRANT §

BEING A TRACT OF LAND SITUATED IN THE DAVID STRICKLAND SURVEY, ABSTRACT NO. 1376, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, AND BEING ALL OF LOTS 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, AND 16 IN BLOCK 5 OF OAK CREST, AS RECORDED IN VOLUME 388–C, PAGE 81 IN THE PLAT RECORDS OF TARRANT COUNTY, TEXAS AND AS CONVEYED TO KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BY INSTRUMENTS RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBERS: D216142741, D216142742, D213146389, D214022831, D216215916, D215215412, D216085929, D214147258, AND D214174286 ALL IN THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8–INCH IRON ROD FOUND WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE NORTHERN CORNER OF SAID LOT 1 AND BEING AT THE INTERSECTION OF THE SOUTHWEST RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD (A 50–FOOT RIGHT–OF–WAY) AND THE SOUTHEAST RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 20 (A VARIABLE WIDTH RIGHT–OF–WAY);

THENCE SOUTH 49°13'33"EAST, ALONG THE COMMON NORTHEAST LINE OF SAID LOT 1 AND SAID SOUTHWEST RIGHT–OF–WAY LINE, AT A DISTANCE OF 109.62 FEET PASSING A 1–INCH IRON PIPE FOUND FOR THE COMMON EASTERN CORNER OF SAID LOT 1 AND THE NORTHERN CORNER OF SAID LOT 2 AND CONTINUING IN ALL A TOTAL DISTANCE OF 168.26 FEET TO A 5/8–INCH IRON ROD FOUND WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR AN ANGLE POINT IN SAID COMMON LINE;

THENCE SOUTH 53°05'30"EAST, CONTINUING ALONG THE COMMON NORTHEAST LINE OF LOTS 2, 3, 4, 5, 6 AND SAID SOUTHWEST RIGHT–OF–WAY LINE, AT A DISTANCE OF 46.30 FEET PASSING A 1–INCH IRON PIPE FOUND FOR THE COMMON EASTERN CORNER OF SAID LOT 2 AND THE NORTHERN CORNER OF SAID LOT 3 AND CONTINUING IN ALL A TOTAL DISTANCE OF 466.09 FEET TO A 5/8–INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON EASTERN CORNER OF SAID LOT 6 AND THE NORTHERN CORNER OF LOT 7 IN SAID BLOCK 5;

THENCE SOUTH 36°54'30"WEST, ALONG THE COMMON SOUTHEAST LINE OF LOT 6 AND NORTHWEST LINE OF SAID LOT 7, A DISTANCE OF 95.00 FEET TO A 5/8–INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON SOUTHERN CORNER OF SAID LOT 6 AND THE WESTERN CORNER OF SAID LOT 7, SAID IRON ROD BEING IN THE NORTHEASTERLY LINE OF LOT 11 IN SAID BLOCK 5;

THENCE NORTH 53°05'30"WEST, ALONG THE COMMON SOUTHWEST LINE OF LOT 6 AND SAID NORTHEAST LINE OF LOT 11, A DISTANCE OF 52.70 FEET TO A 5/8–INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON NORTHERN CORNER OF SAID LOT 11 AND THE EASTERN CORNER OF SAID LOT 12;

THENCE SOUTH 28°32'34"WEST, ALONG THE COMMON NORTHWEST LINE OF SAID LOT 11 AND THE SOUTHEAST LINE OF SAID LOT 12, A DISTANCE OF 110.24 FEET TO A 5/8–INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON WESTERN CORNER OF SAID LOT 11 AND THE SOUTHERN CORNER OF SAID LOT 12, SAID IRON ROD BEING IN THE NORTHEAST RIGHT–OF–WAY LINE OF KENNEDALE STREET (A 50–FOOT RIGHT–OF–WAY);

THENCE NORTH 61°27'26"WEST, ALONG THE COMMON SOUTHWEST LINE OF LOT 12 AND SAID NORTHEAST RIGHT–OF–WAY LINE, A DISTANCE OF 85.90 FEET TO A 5/8–INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT IN SAID COMMON LINE;

THENCE WITH THE ARC OF SAID CURVE TO THE RIGHT AND ALONG THE COMMON SOUTHWEST LINE OF SAID LOT 12, 13, 14 AND CONTINUING ALONG SAID NORTHEAST RIGHT–OF–WAY LINE, AT AN ARC DISTANCE OF 28.40 FEET PASSING A 1–INCH IRON PIPE FOUND FOR THE COMMON WEST CORNER OF SAID LOT 12 AND THE SOUTH CORNER OF SAID LOT 13, AND AT A CUMULATIVE ARC DISTANCE OF 148.20 FEET PASSING A 5/8–INCH IRON ROD FOUND WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON WESTERN CORNER OF SAID LOT 13 AND THE SOUTHERN CORNER OF SAID LOT 14, FROM WHICH A 1/2–INCH IRON ROD FOUND BEARS NORTH 75°05'55"EAST, A DISTANCE OF 4.18 FEET AND CONTINUING IN ALL, A TOTAL ARC DISTANCE OF 192.10 FEET TO A 5/8–INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING", SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 15°17'49", A RADIUS OF 719.53 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'54"WEST, 191.53 FEET;

THENCE NORTH 46°00'47"WEST, ALONG THE COMMON SOUTHWEST LINE OF SAID LOT 14, 15, 16 AND SAID NORTHEAST RIGHT–OF–WAY LINE, AT A DISTANCE OF 76.12 FEET PASSING A 1–INCH IRON PIPE FOUND FOR THE COMMON WESTERN CORNER OF SAID LOT 14 AND THE SOUTHERN CORNER OF LOT 15, AT A DISTANCE OF 166.46 FEET PASSING A 5/8–INCH IRON ROD FOUND WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON WESTERN CORNER OF SAID TRACT DESCRIBED IN INSTRUMENT NO. D214147258 AND THE SOUTHERN CORNER OF SAID TRACT DESCRIBED IN INSTRUMENT NO. D214174286, AT A DISTANCE OF 187.18 FEET PASSING A 1–INCH IRON PIPE FOUND FOR THE COMMON WESTERN CORNER OF SAID LOT 15 AND THE SOUTHERN CORNER OF SAID LOT 16, AT A DISTANCE OF 213.79 FEET PASSING A 5/8–INCH IRON ROD FOUND WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING"FOR THE COMMON WESTERN CORNER OF SAID TRACT DESCRIBED IN INSTRUMENT NO. D214174286 AND THE SOUTHERN CORNER OF SAID TRACT DESCRIBED IN INSTRUMENT NO. D216142742 AND CONTINUING IN ALL, A TOTAL DISTANCE OF 308.49 FEET TO A 5/8–INCH IRON ROD FOUND FOR THE WESTERN CORNER OF SAID LOT 16 AND BEING AT THE INTERSECTION OF SAID NORTHEAST RIGHT–OF–WAY LINE WITH THE AFOREMENTIONED SOUTHEAST RIGHT–OF–WAY LINE OF INTERSTATE HIGHWAY 20;

THENCE NORTH 32°34'13"EAST, ALONG THE COMMON NORTHWEST LINE OF SAID LOT 16, LOT 1 AND SAID SOUTHERLY RIGHT–OF–WAY LINE, AT A DISTANCE OF 87.12 FEET PASSING A 5/8–INCH IRON ROD FOUND FOR THE COMMON NORTHERN CORNER OF SAID LOT 16 AND THE WESTERN CORNER OF SAID LOT 1, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 194.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 126,947 SQUARE FEET OR 2.914 ACRES OF LAND, MORE OR LESS.

THENCE NORTH 32°34'13"EAST, ALONG THE COMMON NORTHWEST LINE OF SAID LOT 16, LOT 1 AND SAID SOUTHERLY RIGHT–OF–WAY LINE, AT A DISTANCE OF 87.12 FEET PASSING A 5/8–INCH IRON ROD FOUND FOR THE COMMON NORTHERN CORNER OF SAID LOT 16 AND THE WESTERN CORNER OF SAID LOT 1, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 194.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 126,947 SQUARE FEET OR 2.914 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT KENNEDALE ECONOMIC DEVELOPMENT CORP DOES HEREBY CERTIFY THAT WE ARE 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. KENNEDALE ECONOMIC DEVELOPMENT CORP DOES HEREBY ADOPT THIS PLAT AS LOT 1R, BLOCK 5 AND LOT 6R, BLOCK 5, OAK CREST, AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

_____
BOB HART, DULY AUTHORIZED REPRESENTATIVE
KENNEDALE ECONOMIC DEVELOPMENT CORP

DATE:_____

STATE OF TEXAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB HART, DULY AUTHORIZED REPRESENTATIVE OF KENNEDALE ECONOMIC DEVELOPMENT CORP, 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 CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY STATED

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMISSION EXPIRES:_____

SURVEYOR'S STATEMENT:

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
TEXAS REGISTRATION No. 5508

REPLAT
LOT 1R, BLOCK 5
AND
LOT 6R, BLOCK 5
OAK CREST
AND A PORTION OF
LINK STREET

BEING ALL OF
LOTS 1-6 AND LOTS 12-16, BLOCK 5
OAK CREST
AS RECORDED IN VOLUME 388-C, PAGE 81
PLAT RECORDS OF TARRANT COUNTY, TEXAS
SITUATED IN THE DAVID STRICKLAND SURVEY
ABSTRACT NO. 1376
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS

OWNER
Kennedale Economic Development Corp
405 Municipal Dr.
Kennedale, Texas 76060

Shield Engineering Group, PLLC
Civil Engineering & Land Surveying
TBPE F-11039 TBPLS 10193890
1600 West 7th Street, Ste 200
Fort Worth, Texas 76102
817.810.0696

SHEET 1 OF 1
DATE: 10/17/16
REV.: 11/09/16
DRAWN: CSW
CHECKED: RWB

S:\PROJECTS\2015017.00 KENNEDALE HOTEL SITE\SEG SURVEY\DRAWINGS\PLAT\1501700 FP1.DWG

COPYRIGHT © 2016 by SHIELD ENGINEERING GROUP PLLC, TBPE F-11039 & TBPLS 10193890

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: DECISION ITEMS - E.

I. Subject:
Consider approval of Ordinance 618 removing the Statute Maximum for TMRS contributions

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:
The City has been a member of the TMRS retirement system since April 1992. All participating cities with a member date prior to 1996 are required to individually address through Council action a maximum statue provision that limits contributions and benefits. Our current rate of contribution is 13.49%, however, In 2017, the rate will increase to 14.47% which is above the statue maximum limit of 13.50%. In order for our plan design to remain unchanged, City Council will need to approve the removal of the statute maximum provision. If Council takes no action, the updated service credit and cost of living adjustment provisions will be automatically suspended to maintain a contribution rate that is lower than the 13.5% maximum. Future adjustments to the benefit may continue in order to remain below the maximum. These benefits are important options to our TMRS plan and contribute to the effective talent acquisition and retention of valuable employees who provide critical services to our residents.

It should be noted that the 14.47% rate contribution is in the adopted FY 2016-2017 budget approved September 19, 2016. Most all cities in the region are adopting this ordinance.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 618	Ordinance 618.pdf

ORDINANCE NO. 618

AN ORDINANCE ELECTING FOR THE CITY OT MAKE CURRENT SERVCIE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION .

WHEREAS, the City of Kennedale, Texas (the "City"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code (hereinafter, the "TMRS Act"); and

WHEREAS, the City Council desires to authorize funding of such benefits as herein provided.

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

SECTION 1.

Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of city contributions.

SECTION 2.

The provisions of the ordinance shall become effective on the first day of January, 2017.

PASSED AND APPROVED ON this the _____ day of _____ 2016.

_____
Mayor, Brian Johnson

ATTEST:

_____
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: DECISION ITEMS - F.

I. Subject:
Consider Resolution 502 adopting an amended City of Kennedale Internal Controls & Cash Handling Policy

II. Originated by:

Finance Director, Director of Finance & IT

III. Summary:
The goal of the City of Kennedale's Internal Controls & Cash Handling Policy is to ensure adequate measures by effectively safeguarding, depositing and accounting for cash on behalf of the City and to maintain public trust. Additionally, this policy will provide guidance to departments on improving cash handling skills, and thus, limit not only the City's losses, but also the City's involvement in investigation of losses of funds.

It is the recommendation of our independent auditors that our main policies be reviewed by the Director of Finance for updates in relation to our internal control practices and submitted to Council at least annually. In order to demonstrate our review, it is custom practice for the governing board of a municipality to adopt a resolution to make the review an official public record.

The recommended changes are:

• The Finance Department can have cashiers/custodians repay a "shortage."
• Repeated issues with losses and shortages will result in disciplinary action based on the city's progressive disciplinary policy.
• And all losses and thefts must be reported to finance within 24 hours of discovery.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Resolution 502	Resolution 502.pdf
2.	Exhibit A - Internal Controls & Cash Handling Policy	20161121 Internal Controls & Cash Handling Policy.pdf

RESOLUTION NO. 502

A RESOLUTION ADOPTING AN AMENDED CITY OF KENNEDALE INTERNAL CONTROLS & CASH HANDLING POLICY

WHEREAS, on November 17, 2011, City Council adopted the document entitled, "Internal Controls & Cash Handling Policy" a framework setting forth procedures that govern the handling, deposit and safekeeping of City Cash; and

WHEREAS, the term "City Cash" applies to currency, coin, checks, money orders, credit, charge and debit card payments, other electronic payment media and other negotiable instruments payable in money to the City; and

WHEREAS, this policy establishes best practices and standards that can be applied across all City department that have the potential to handle cash; and

WHEREAS, employees that have been authorized to receive City Cash share the stewardship of financial assets for the City across departmental divisions; and

WHEREAS, the policy ensures that City Cash is accounted for and available for investment or an authorized expenditure; and

WHEREAS, the City Council has reviewed the City's Internal Controls & Cash Handling Policy.

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

The City Council of the City of Kennedale, Texas hereby approves the Internal Controls & Cash Handling Policy dated November 21, 2016, attached hereto as "Exhibit A."

PASSED, ADOPTED AND APPROVED by the City Council of the City of Kennedale, Texas, this the 21st day of November, 2016.

ATTEST: APPROVED:

_____ _____

City Secretary, Leslie Galloway Mayor, Brian Johnson

CITY OF KENNEDALE

INTERNAL CONTROLS
&
CASH HANDLING POLICY

ORIGINALLY ADOPTED BY CITY COUNCIL: NOVEMBER 17, 2011

PREFACE

The intent of the City of Kennedale's Internal Controls & Cash Handling Policy is to provide management with reasonable, but not absolute, assurance that resources are being utilized and accounted for accurately, appropriately, consistently and completely. The reliability with which the city can place upon its financial records is further dependent upon the effectiveness of procedures and controls that must also ensure that transaction processes, in terms of cash, are not exposed to unauthorized access and use.

It is our intent to bring forth this policy to Council for review at least annually. In order to demonstrate that review, it will be custom practice for the governing board of a municipality to adopt a resolution to make the review an official public record.

SUBSEQUENT REVIEW & ADOPTION

OCTOBER 3, 2012
OCTOBER 1, 2013
OCTOBER 13, 2014
OCTOBER 19, 2015
NOVEMBER 21, 2016

I. PURPOSE

The goal of this Internal Controls & Cash Handling Policy is to ensure adequate internal controls by effectively safeguarding, depositing, and accounting for Cash on behalf of the City of Kennedale and to maintain public trust. Additionally, this policy will provide guidance to departments on improving cash handler (hereby referred to as "cashier/custodian") skill and accountability, therefore limiting not only the City's losses, but also the City's involvement in investigations of losses of funds. The term "Cash" applies to currency, coin, check, money order, credit card, electronic funds, and other negotiable instruments payable in money to the City.

II. ADMINISTRATIVE PROCEDURES

Enforcement of the cash management program is included but limited to the following:

A. A random drawer audit conducted under the direction of the Director of Finance.

B. Any deficiencies in regard to the set procedures will be reported to the Director of Finance and the City Manager in the form of a memorandum outlining the deficiencies.

C. The Director of Finance will notify the Department Head involved and explain these deficiencies, and the Department Head will be responsible for taking appropriate action to correct deficiencies.

D. If in a subsequent audit these deficiencies still exist, the Director of Finance will advise the Department Head that the deficiencies still exist.

E. The Director of Finance and the Department Head will notify the City Manager of the existing situation.

F. The City Manager will review the existing situation and may take appropriate action to resolve deficiencies and ensure that the procedures as outlined are administered properly.

III. DELEGATION OF AUTHORITY

A. The Director of Finance is authorized to promulgate rules for establishing procedures for the receipt, handling and deposit by City officers and employees of City Cash into the City Treasury for: the method of documentation on all such transactions; regular reporting to the Director of Finance; certifying and rescinding certification by the Director of Finance of all City officers and employees who are authorized to receive or handle City monies in the regular course of their employment or departmental activities; inspection of departmental cash records, including overages or shortages; inspection of departmental practices and procedures in handling City Cash; and

contracting with agents to collect City Cash and their collection procedures. The Director of Finance may enforce these rules through on-site inspections; by rescinding certification of any officer or employee who fails to comply with the Director of Finance's procedures and, in the event of noncompliance by a department or office, requiring that payments to personnel be authorized by the Director of Finance, or deposited at his/her office.

B. The Director of Finance, as the City's banker, is required by law to receive, retain, and disburse all City revenue and keep detailed records of these transactions. The Director of Finance is charged with the responsibility of overseeing the proper receipting and to safeguard all City funds.

C. **The Director of Finance is responsible for the administration of the cash management program; however, he/she may delegate applicable responsibilities as appropriate. For the purposes of this policy, the term "Finance Department" refers to the Account Payable Clerk. In the Account Payable Clerk's absence, Finance Department duties will be delegated to the Director of Finance and/or Accounting Technician.**

D. Through certification, the responsibility and accountability of the daily collection of funds is delegated to the cashier/custodians.

IV. DUTIES OF CITY DEPARTMENT HEADS

The Director of any City department who anticipates receiving City Cash on a regular basis in the course of its activities shall:

A. Assign the receiving of City Cash only to those persons who are certified by the Director of Finance for performing these functions;

B. Collaborate with the Director of Finance to establish and maintain a system of procedures, documentation and reporting on receipts handling and deposit of City money;

C. Notify the Director of Finance and Police Department of any theft of City Cash **no later than twenty-four hours after discovery**.

D. Allow the Director of Finance or designee to make on-site inspections and observe the processing of City Cash, and to make inspections of departmental collection records.

V. DUTIES OF CITY PERSONNEL

Any City officer or employee, who receives City Cash in the normal scope and course of his/her duties, shall:

A. Departments with tils and/or cash boxes will count their money and store in a secure place (preferably a safe) and money will be given to the Finance Department by 9:00 a.m. the following day. Departments not utilizing tils and/or cash boxes will turn in the cash on the same day to the Utility Billing Administrator no later than 5:00 p.m. **Note:** Several departments, such as the Police, Animal Control and Library Department collect cash through their individual department, and then submit it through Utility Billing's Cash Receipts to be later deposited to the Finance Department.

B. Comply with rules promulgated by the Director of Finance for handling and processing of City Cash and for documentation and dissemination of records, and with departmental internal procedures, established in conformity with the Director of Finance procedures;

C. Notify the employee's Department Head and Director of Finance of any loss or theft of City money **no later than twenty-four hours after discovery;**

D. Be subject to disciplinary action, up to and including termination for failure to comply with each department's operating policies, Director of Finance's procedures and/or duties described in this policy.

VI. LIABILITY FOR LOSS

A. As between a department and its officers and the Director of Finance, the department has primary responsibility for care and liability for loss of City Cash in its custody until deposited in the City Treasury or entrusted to a custodian certified by the Director of Finance.

B. Compliance with the procedures approved by the Director of Finance establishes a presumption that a City department or office exercised due care in its custody and care of City Cash.

VII. CERTIFICATION OF CASHIERS & CUSTODIANS

A. Only persons who are approved by the Director of Finance shall receive and handle City Cash on a regular basis in the scope and course of their employment. **A signed Certificate of Responsibility must be obtained from the cashier/custodian and supervisor verifying receipt of this policy.**

B. In addition, the Director of Finance **may** require that the cashier/custodian complete a certification or training and/or pass an examination on: the secure processing of moneys, cash procedures and applicable departmental rules, and thereafter take refresher instruction or training at periodic intervals or when the need arises.

VIII. ESTABLISHMENT/INCREASE OF CASH FUNDS

All requests for the establishment of cash funds must be made to the Director of Finance. The Director of Finance will maintain a complete listing of all cash funds. The department location, cashier/custodian and the amount of the cash fund are to be maintained upon this written listing.

A. An initial request for establishment or request for increase should be submitted to the Director of Finance for the amount of the funds requested.

B. No funds are to be established out of cash receipts by any department.

C. Upon establishment of a cash fund, a cashier/custodian should be appointed by the Director of Finance. Cash funds must have one cashier/custodian responsible for the disbursement of cash. In the absence of the cashier/custodian, a designated individual should make all disbursements from the cash fund. Should it become necessary to change cashier/custodians, the Department Head should notify the Director of Finance and request an audit of the cash fund to be performed prior to transferring the cash fund to the new cashier/custodian.

IX. TERMINATION OF CASH FUNDS

A. The Department Head should notify the Director of Finance that the cash fund is to be closed and request that an audit be performed prior to closing the cash fund.

B. The Director of Finance will perform an audit of the cash fund. Any shortages or variances are to be investigated and resolved by the Department Head and the Director of Finance. **If the shortages or variances cannot be resolved, the Department Head is to provide a written explanation to the effect that a shortage or variance occurred, which he or she could not resolve, to the Director of Finance.**

C. Upon completion of the cash audit, the cashier/custodian should deposit any cash on hand with the Finance Department and provide a copy of the deposit slip to the Director of Finance with any outstanding vouchers.

D. The Director of Finance will provide the Finance Department with details of the expense accounts to be debited for preparation of a journal entry to close the cash fund. A copy of the details should also be attached to the journal entry as supporting documentation.

X. SECURITY OF CASH FUNDS

A. Cash funds are to be kept in locked boxes or drawers. The locked box is to be kept in a secure area, where only the designated cashier/custodian and the Department Head have keys and access to the funds.

B. Provisions should be made in departments where more than one cash fund exists to secure all funds which are not being utilized. Only the Department Head or his/her designated cashier/custodian should have access to an employee's cash fund in the event of their absence.

C. Only the person responsible for the cash fund and the Department Head should maintain keys and have access to the funds.

D. Bank bags must be locked and kept out of sight when transporting city funds for deposit to the Finance Department or Utility Billing Customer Service.

E. All funds must be reviewed randomly.

F. The use of surveillance cameras may be used to monitor city funds.

XI. REGULATION OF PETTY CASH FUNDS

Petty cash funds are available for making emergency or immediate purchases of items that are not easily obtained through normal purchasing channel. Petty cash funds are to be maintained only for this purpose, and no department shall possess a petty cash fund without establishing such a fund as outlined Section VIII: Establishment/Increase of Cash Funds.

A. Maintenance of Petty Cash Funds

1) Cash funds must have one custodian responsible for the disbursement of cash. In the absence of the custodian, only the Department Head or his/her designated custodian should make all disbursements from the petty cash fund.

2) Each cash fund should have a set amount of funds to be accounted for. The Finance Department will not process payment authorizations to reimburse petty cash if the request exceeds the established amount of the petty cash fund.

3) The petty cash fund is to be reconciled on a daily basis by the fund custodian.

4) **The cash custodian should process a payment authorization to reimburse their petty cash fund as necessary.** The payment authorization requesting reimbursement of petty cash is to be processed with enough lead-time to prevent the remaining petty cash funds from being depleted prior to the issuance of the reimbursement check. All check payments to reimburse the petty cash fund are to made payable to the City of Kennedale.

5) A petty cash voucher must be completed to support all disbursements of cash from the petty cash fund. The petty cash voucher must be completed in its entirety and approved by the Department Head prior to the disbursement of any cash from the custodian.

6) Each petty cash voucher must be accompanied by a receipt ticket upon reimbursement or return of unused funds.

7) Three (3) signatures are required on all petty cash vouchers. All petty cash vouchers must be signed by the employee receiving the cash and by the Department Head approving the transaction. The petty cash custodian will then sign the voucher as cash is actually disbursed from the fund.

8) **Employees are not to be reimbursed for sales tax**. It is the responsibility of the Department Head to ensure that employees are aware of the City's exempt status.

9) Petty cash in advance is not to be held by any employee longer than a twenty-four period. Receipts and used funds must be returned and be reconciled to vouchers within the twenty-four hour period.

10) Expenditures for purchases made from the petty cash fund are not to exceed $100.00. Purchases that exceed $100.00 should be purchased through normal purchasing process.

B. Prohibited expenses include the following:

1) Loans to employees;

2) IOUs for employee personal use;

3) Cashing personal, payroll and expense checks for the Department Head, petty cash custodian, or any other employees or City official; and

4) Traveling or training expenses, such as use of personal vehicle, parking and entertainment (these expenditures should be reimbursed by submitting the proper expense report form to Finance Department).

C. Documents Which Serve as Support for Disbursement of Petty Cash

1) A cash register receipt, provided that the date is current enough to support said purchase;

2) Cash receipt tickets from the place of purchase provided that the date is current, items purchased are listed and the ticket is signed by the employee as receiving said merchandise;

3) Proof of purchase in the form of a valid receipt provided the date is current and the type of the purchase or expenditure can be easily determined;

4) No refunds for purchases will be made without proof of purchase;

5) A petty cash voucher properly completed with authorizations for a cash advance.

XII. REGULATION OF CHANGE FUNDS

Changes funds, or cash drawers, are to be maintained for the purpose of making change. Change funds are not to be co-mingled with other cash funds. Change funds are to be maintained only for this purpose and no department shall possess a change fund without establishing such a fund with the Director of Finance.

A. Maintenance of a Change Fund

1) Each change fund should have one person responsible for that fund or drawer at any one given time. In the areas where more than one change fund is used, each employee should work out of his/her own change fund. Employees are not to work out of another employee's change fund.

2) Each change fund should be established for a set amount as outlined in this section, and this same amount should be maintained at all times. If an increase in a cash fund is needed, a request should be sent to the Director of Finance outlining the need and amount of funds requested is required.

3) **Change funds are not to be used as petty cash funds**. They are to be used only for making change.

4) Cash receipts are not to build up in a change fund. These receipts are to be removed and deposited as outlined in Section XIII: Regulation of Deposits.

5) Receipts for all cash should be utilized so that an audit may be done at any time and the amount of the change fund can be verified.

B. Cashing of Personal Checks from a Change Fund

1) Cashing of personal, payroll, and expense checks is strictly prohibited.

XIII. REGULATION OF DEPOSITS

The City of Kennedale collects cash through various departments in a decentralized manner; however, all cash is then turned in to the Finance Department for deposit to the bank no later than 5:00 p.m. on a daily basis. At no time shall cash be held. Furthermore, all deposits must be verified by the Finance Department. **Note:** Several departments, such as the Police, Animal Control and Library Department collect cash through their individual department, and then submit it through Utility Billing's Cash Receipts to be later deposited to the Finance Department.

A. Losses/Shortages/Overages

The Director of Finance makes a clear distinction between a "loss" and "shortage" of City money. This is determined by the cash handler's ability to obtain physical custody of the money and how that person safeguards the money. **Cashiers/custodians must report all losses to the Finance Department no later than twenty-four hours after discovery.**

1) A shortage is an unintentional collection error such as a change making error. An overage occurs when a cash handler has collected too much money and cannot immediately return the excess to a specific customer.

2) On the other hand, a loss of City money is when a cash handler has obtained physical custody of money and then due to reasons like negligence, an act of God or an unlawful action, cannot deposit that money with the City.

3) An example of negligence is leaving City money unattended and not properly safeguarding that money from loss.

4) The Finance Department can have cashiers/custodians repay a "shortage." Finance will verify that the repayment does not violate DOL wage guidelines.

5) Repeated issues with losses and shortages will result in disciplinary action based on the city's progressive disciplinary policy. The decision to issue employee discipline will be made after consideration of a variety of factors including, but not limited to the severity of the misconduct, the employee's past work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances.

XIV. REGULATION OF RETURN CHECKS

A. All return checks will be charged a return check fee as determined by the City Council. The fee is applicable when a customer, taxpayer or employee check for payment of fees, fines, court costs, taxes, utilities or other charges has been dishonored by the maker's bank and returned to the City of Kennedale. The fee, plus the base amount of check, will be payable to the City by means of cash, money order or cashier's check.

B. If a customer, taxpayer or employee fails to honor the returned check within thirty days, the check will be turned over for collection or criminal sanctions, depending on which option is applicable.

XV. ACTION TAKEN IN EVENT OF THEFT

The danger of security and loss is a constant threat when handling money. Fund custodians are expected to safeguard City funds against loss. Custodians should be familiar with what to do in times of emergency. In these circumstances, **protecting human life should be the first concern.** Thefts are to be reported and handled in compliance with the City of Kennedale's Fraud Policy. Following the complete investigation performed in accordance with the Fraud Policy, the Director of Finance will conduct a review of the cash handling procedures and related internal controls and issue a report of his/her conclusions on improvements to cash handling procedures. The report will be discussed for implementation with the related department head in an effort to prevent future thefts from occurring.

XVI. ANNUAL REVIEW

The Director of Finance shall, at a minimum, submit proposed amendments of this policy to the City Council annually.

CITY OF KENNEDALE

CASH HANDLING CERTIFICATE OF RESPONSIBILITY

(Appendix A)

I have read and understand the City of Kennedale Internal Controls & Cash Handling Policy. A copy of the Internal Controls & Cash Handling Policy has been provided to me. I agree to be held responsible and accountable for the handling of City funds according to the City of Kennedale's Internal Controls & Cash Handling Policy for the following purpose(s):

Please Initial

_____ Cash Drawer/Change Fund
_____ Petty Cash Fund
_____ Other

I have also been informed and understand that surveillance camera equipment and other devices may be used to monitor City funds.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document, as well as the City of Kennedale's Internal Controls & Cash Handling Policy.

Training/Exam Date (If Applicable): _____

Employee Name: _____
Employee Signature: _____
Date: _____

Department Head Name: _____
Department Head Signature: _____
Date: _____

Director of Finance Name: _____
Director of Finance Signature: _____
Date: _____

KENNEDALE
You're Here, Your Home
www.cityofkennedale.com

Staff Report to the Honorable Mayor and City Council

Date: November 21, 2016

Agenda Item No: DECISION ITEMS - G.

I. Subject:
City Council to consider reappointing Harry Browne to the Planning and Zoning Commission (Place 5) and appointing Chris Fuller to the Utility and Infrastructure Board (Place 7)

II. Originated by:

City Council, City Council

III. Summary:
A vacancy currently exists on the Planning and Zoning Commission and the Utility and Infrastructure Board. Harry Browne has served on the P&Z and wished to continue his service there. At the last meeting council appointed Mr. Browne to the U&I Board. Council will also consider appointment of Chris Fuller to the Utility and Infrastructure Board.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments: