

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING
January 23, 2017
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

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

1. Interview Interim City Manager candidate
2. Discuss contract for City Manager services

III. 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 items on regular agenda

IV. REGULAR SESSION

V. ROLL CALL

VI. INVOCATION

VII. UNITED STATES PLEDGE AND TEXAS PLEDGE

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

VIII. VISITOR/CITIZENS FORUM

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

IX. REPORTS/ANNOUNCEMENTS

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

A. Updates from City Council

B. Updates from the Mayor

1. Recognize Speed Fab Crete for renovations to the Fire Station

C. Updates from the City Manager

1. Response to Jan Joplin Letter

X. MONITORING INFORMATION

A. Monthly Financials - December 2016

B. Executive Limitations

C. Ends Review - Balanced Scorecard

XI. 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 December 19, 2016 regular meeting

B. Consider approval of minutes from January 14, 2017 special work session

C. Approve Schedule of Investment Activity for quarter ending December 31, 2016

D. Consider approval of Resolution 505 calling the General Election for May 6, 2017

E. 2016 Racial Profiling Report from the Police Department.

XII. DECISION ITEMS

A. Case # PZ 17-01 to hold a public hearing and consider approval of Ordinance 620 regarding a zoning change from "C-1" Restricted commercial district and "R-3" Single family residential district to "EC-2" Employment District Office and Service district for an approximately 2.54 acre tract located at 5400-5424 High Ridge Rd and 5401-5417 Kennedale St, legal description of Lot 1R, Block 5, Oak Crest, Kennedale, Tarrant County, Texas.

1. Staff presentation

2. Public hearing

3. Staff response and summary

4. Action by the City Council

B. Case # PZ 17-02 to hold a public hearing and consider approval of Ordinance 621 regarding an amendment to the Unified Development Code, as adopted by Ordinance 605, to amend Article 5 Village Districts Section 5.3 Form and Character to add building materials standards; to amend Article 20 Natural Resource Management Sections 20.4.B and 20.4.C to amend tree protection requirements; and to amend Article 13 Landscaping, Screening, and Lighting Section 13.6.C.3 Privacy Fence to amend regulations on buffering.

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

C. Consider approval of bid award and contractor for the 42nd Year Community Development Block Grant (CDBG) Project for sanitary sewer improvements on Dick Price Road with Tarrant County Community Development and Housing

D. Consider authorizing the Mayor to sign agreement with the Economic Development Corporation (EDC) for the Hotel Occupancy Tax Funds

E. Review and consider contract for Animal Control services from North Texas Animal Control Authority

XIII. 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
2. Waiver of Attorney/Client Privilege

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

1. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 532 Trent Street

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

1. Discuss a 380 Agreement for Hospitality Project

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

1. Appoint Interim City Manager

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

XV. 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 January 23, 2017, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.

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

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: WORK SESSION - A.

I. Subject:

Discussion of items on regular agenda

II. Originated by:

III. Summary:

Discussion of items on regular agenda.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates from City Council

II. Originated by:

City Council, City Council

III. Summary:

Updates and information from Council members .

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates from the Mayor

1. Recognize Speed Fab Crete for renovations to the Fire Station

II. Originated by:

III. Summary:

Updates and information from the Mayor.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates from the City Manager
1. Response to Jan Joplin Letter

II. Originated by:

Bob Hart

III. Summary:

Updates and information from City Manager, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials - December 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.	December Monthly Financials	2016_12 Monthly Financials.pdf
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**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
DECEMBER**

FUND 99 CASH BALANCES

1201 GENERAL FUND	2,051,194
1202 DEBT SERVICE	677,071
1204 CAPITAL PROJ- ST CONSTRUCTION	45,207
1205 VEHICLE FUND	285,085
1207 STORM DRAINAGE UTILITY FUND	144,365
1210 WATER AND SEWER FUND	370,519
1212 COURT SECURITY FUND	11,202
1213 CIP FUND - 1998 CO	-
1214 PARK DEDICATION FUND	195,739
1215 ECO DEV CORPORATION	27,385
1216 COURT TECHNOLOGY FUND	4,027
1217 STREETS IMPROVEMENT FUND	216,546
1218 JUVENILE CASE MANAGER FUND	24,043
1221 KENNEDALE TIFF#1 FUND	61,979
1231 POLICE SEIZURE FUND	0
1232 LIBRARY BUILDING FUND	12,495
1234 LEOSE FUND	-
1241 DONATION FUND	14,750
1245 ROADWAY IMPACT FEE FUND	71,475
1261 WATER IMPACT FEE FUND	129,428
1262 SEWER IMPACT FEE FUND	104,909
1283 TREE REFORESTATION FUND	67,923
1285 UNCLAIMED PROPERTY FUND	1,990
1295 EDC FIXED ASSET/RESERVE	120,183

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
DECEMBER**

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	2,119,916	6,360,884	6,201,455	6,201,455	1,951,117	2,418,900	(54,789)	33.9%	39.0%	(169,169)
OTHER GENERAL FUNDS	170,087	1,563,733	1,656,382	1,656,386	130,711	214,240	512,417	#DIV/0!	12.9%	-
GENERAL FUND	2,290,004	7,924,617	7,857,837	7,857,841	2,081,829	2,633,140	457,628	30.9%	33.5%	(52,563)
GENERAL DEBT SERVICE FUND	35,959	3,947,920	1,370,311	230,820	-	34,909	43,928	2.6%	2.5%	40,351
WATER/SEWER FUND	791,831	6,089,196	4,991,835	4,991,835	334,128	1,068,028	589,602	18.0%	21.4%	1,271,152
STORMWATER UTILITY FUND	51,948	242,743	491,826	315,826	21,455	64,513	244,001	21.0%	13.1%	(2,178)
WATER IMPACT FUND	25,479	186,468	68,658	68,658	18	9,848	(96,382)	15.4%	14.3%	(49,885)
SEWER IMPACT FUND	5,192	58,300	28,315	28,315	15	45	(21,687)	10.4%	0.2%	(43,551)
WATER/SEWER FUND	874,449	6,576,708	5,580,634	5,404,634	355,616	1,142,434	715,534	18.0%	20.5%	1,175,538
EDC4B FUND	90,480	627,660	933,227	933,227	42,200	91,135	283,373	13.9%	9.8%	263,733
CAPITAL FUND	18,499	860,654	124,020	124,020	7,308	8,352	(725,514)	2.2%	6.7%	284,598
SPECIAL REVENUE FUND	1,251	300,090	151,223	-	91,089	-	(185,578)	0.4%	0.0%	(210,607)
TOTAL REVENUES	\$ 3,310,642	\$ 20,237,649	\$ 16,017,252	\$ 14,550,541	\$ 2,578,041	\$ 3,909,971	\$ 589,371	21.4%	24.4%	\$ 1,501,049

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	1,378,703	5,949,935	6,489,307	6,489,307	432,790	896,829	308,000	22.3%	13.8%	187,884
CAPITAL REPLACEMENT FUND	616	109,462	673,316	673,316	43,964	89,767	562,641	0.6%	13.3%	58,373
COURT SECURITY FUND	550	2,606	1,152	1,152	-	-	(406)	35.3%	0.0%	(472)
COURT TECHNOLOGY FUND	5,066	3,096	5,555	5,555	8,295	8,295	(10,531)	31.5%	149.3%	4,693
STREET IMPROVEMENT FUND	235,240	1,240,349	1,194,893	1,194,893	75,626	171,746	(583,391)	13.2%	14.4%	(190,056)
JUVENILE CASE MANAGER FUND	4,791	11,200	12,680	12,680	898	2,472	1,328	42.2%	19.5%	127
PARK REC/OTHER DONATION FUND	-	-	24,791	24,791	25,296	25,296	24,791	0.0%	102.0%	-
TREE REFORESTATION FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
GENERAL FUND	1,624,965	7,316,648	8,401,694	8,401,694	586,870	1,194,404	302,432	20.1%	14.2%	60,549
GENERAL DEBT SERVICE FUND	35,959	5,079,006	1,385,227	1,385,227	-	34,909	21,360	2.6%	2.5%	5,393
WATER/SEWER FUND	890,920	4,390,432	4,829,775	4,527,925	285,451	758,732	248,373	19.4%	15.7%	1,604,251
STORMWATER UTILITY FUND	22,997	129,689	571,157	571,157	11,620	17,295	381,950	12.2%	3.0%	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/SEWER FUND	913,916	4,691,321	5,615,347	5,313,497	297,071	776,028	673,538	18.5%	13.8%	1,702,570
EDC4B FUND	126,951	718,004	803,880	803,880	26,799	135,499	57,483	17.0%	16.9%	(1,464)
CAPITAL FUND	144,242	833,910	216,239	216,239	-	83,630	(664,005)	16.4%	38.7%	411,662
SPECIAL REVENUE FUND	12,703	254,518	151,222	21,651	21,651	-	(185,545)	3.8%	0.0%	(215,895)
TOTAL EXPENDITURES	\$ 2,858,736	\$ 18,893,407	\$ 16,573,610	\$ 16,142,189	\$ 932,391	\$ 2,224,470	\$ 205,264	17.5%	13.4%	\$ 1,962,814

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
DECEMBER
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	65,561	291,243	283,123	283,123	23,160	62,262	(10,455)	22.3%	22.0%	220,861
MAYOR/CITY COUNCIL	11,377	94,108	140,157	140,157	8,231	14,905	51,481	12.8%	10.6%	125,252
CITY SECRETARY	27,768	136,655	160,328	160,328	16,024	29,841	13,166	18.9%	18.6%	130,487
MUNICIPAL COURT	22,568	121,408	121,230	121,230	8,180	23,887	(5,456)	17.8%	19.7%	97,343
HUMAN RESOURCES	25,764	119,141	122,616	122,616	8,298	33,357	(1,948)	20.7%	27.2%	89,259
FINANCE	64,445	312,129	296,688	296,688	15,061	54,416	(27,243)	19.9%	18.3%	242,273
POLICE	493,353	2,093,230	2,381,270	2,381,270	146,731	28,856	163,126	0.0%	1.2%	2,352,414
FIRE	371,657	1,692,949	1,826,031	1,826,031	145,835	362,649	107,917	21.6%	19.9%	1,463,382
COMMUNITY DEVELOPMENT	82,307	409,154	332,442	332,442	22,207	64,120	(107,038)	18.7%	19.3%	268,322
SENIOR CITIZEN CENTER	10,437	48,148	54,612	54,612	5,926	10,857	535	19.3%	19.9%	43,755
LIBRARY	54,521	251,830	259,591	259,591	19,434	55,787	5,468	21.5%	21.5%	203,804
NONDEPARTMENTAL	148,947	379,941	511,218	511,218	13,705	155,894	118,447	37.9%	30.5%	355,324
TOTAL EXPENDITURES	\$ 1,378,703	\$ 5,949,935	\$ 6,489,307	\$ 6,489,307	\$ 432,790	\$ 896,829	\$ 308,000	22.3%	13.8%	\$ 5,592,477

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	93,603	1,210,463	1,704,198	1,704,198	116,111	140,968	360,423	7.0%	8.3%	1,563,230
WATER OPERATIONS	413,439	1,149,906	1,477,946	1,477,946	113,426	246,551	(242,336)	24.0%	16.7%	1,231,395
DEBT	152,813	170,941	511,309	511,309	-	152,813	5,837	30.2%	29.9%	358,496
CAPITAL	-	-	301,850	301,850	17,385	17,385	301,850	0.0%	5.8%	284,465
NONDEPARTMENTAL	231,065	1,859,122	834,472	834,472	55,914	218,400	(177,401)	22.8%	26.2%	616,071
TOTAL EXPENDITURES	\$ 890,920	\$ 4,390,432	\$ 4,829,775	\$ 4,829,775	\$ 302,837	\$ 776,118	\$ 248,373	19.4%	16.1%	\$ 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	204,133	1,116,146	712,452	712,452	-	150,465	(925,831)	12.5%	21.1%	561,987
PARKS MAINTENANCE	31,107	124,202	116,409	116,409	5,775	21,281	(23,591)	22.2%	18.3%	95,128
CAPITAL	-	-	366,032	366,032	6,972	279,573	366,032	0.0%	76.4%	86,459
TOTAL EXPENDITURES	\$ 235,240	\$ 1,240,349	\$ 1,194,893	\$ 1,194,893	\$ 12,747	\$ 451,319	\$ (583,391)	13.2%	37.8%	\$ 51,690

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	29,738	335,951	270,167	270,167	20,145	41,475	93,701	8.9%	15.4%	228,692
DEBT SERVICE	85,050	318,692	323,419	323,419	4,573	77,953	3,526	26.6%	24.1%	245,466
TOWN SHOPPING CENTER	12,163	44,622	120,295	120,295	2,081	16,072	69,811	24.1%	13.4%	104,224
TOWNCENTER REDEVELOPMENT	-	-	90,000	90,000	-	-	-	0.0%	0.0%	90,000
TX LEVERAGE	-	18,739	-	-	-	-	(50,000)	0.0%	0.0%	-
TOTAL EXPENDITURES	\$ 126,951	\$ 718,004	\$ 803,880	\$ 803,880	\$ 26,799	\$ 135,499	\$ 117,038	17.6%	16.9%	\$ 8,090



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: MONITORING INFORMATION - B.

I. Subject:
Executive Limitations

II. Originated by:

III. Summary:
Reports are attached for review.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Executive Limitations	Executive Limitations 01.2017.pdf
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POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: GLOBAL EXECUTIVE CONSTRAINT

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

Operations are in compliance with the global constraint policy. The recent bond rating upgrade by S&P to “AA-“ from “A+” is reflective of the quality work in place.

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.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: TREATMENT OF STAFF

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

The City Manager will not

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

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

The city maintains current personnel policy and orientation handbook. City operations are in compliance with the treatment of staff policy. Kelly Cooper works well with staff to ensure policies are followed. 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.

A project list has been prepared to assist staff and council in the transition period. I will also be available to answer questions following my departure. Kelly Cooper is the most informed of staff members. Rachel Roberts and Dennis Brown are working closely with me on Village Creek. The upcoming strategic plan will help in overall coordination. Krystal Crump is providing excellent support insofar as city finances are concerned. Jack Thompson (EDC & Chamber) is familiar with the business development activities.



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: MONITORING INFORMATION - C.

I. Subject:

Ends Review - Balanced Scorecard

II. Originated by:

III. Summary:

Reports are attached for review.

IV. Fiscal Impact Summary:

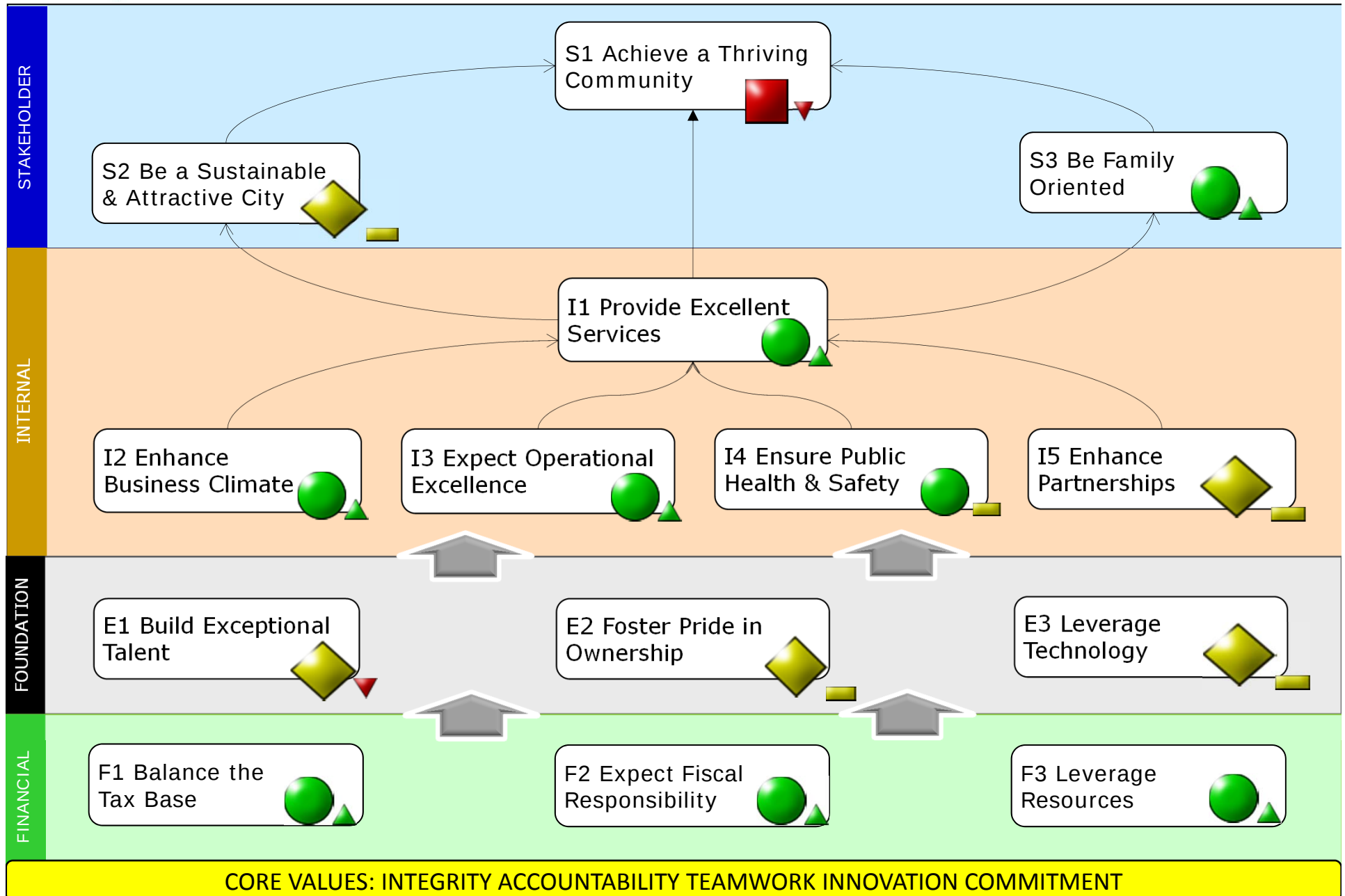
V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	December 2016 Balanced Scorecard	December 2016 Balanced Scorecard Map.pdf
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Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

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

I. Subject:

Consider approval of minutes from December 19, 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 - December 19, 2016	12-19-16.pdf
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KENNEDALE CITY COUNCIL

MINUTES

REGULAR MEETING

December 19, 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 5:28 p.m.

II. WORK SESSION

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

A. Discuss Strategic Plan

City Manager Bob Hart stated that in the budget, one of the established priorities was to redo the strategic plan; adding that the last plan was completed in 2009, called "Imagine Kennedale 2015." He stated that the new plan would extend out to the year 2025. Staff has been talking with Shai Roos and Brian Guenzel from SJR Planning in regard to facilitating the process. Bob added that when we did the last plan, we had a good start, broke off into committees, but participation dwindled. This time, we would like to change the process a bit and hopefully, it will help us with participation and move the process along.

Brian Guenzel from SJR Planning stated that with a strategic plan, we ask where the community wants to go; how do we get there; and how do we know when we get there? He added that public engagement is the heart of the plan. We want to make sure to engage cross sections of the community, because we want their ideas on creating the plan and executing it. He continued, stating that there are three phases to the plan. First is the research phase, where SJR Planning reviews previous plans, community snapshot (economic & demographic information), and identifies future trends. This leads us into the public engagement phase of the plan, where we will do two key events: a strategic foresight laboratory and a design thinking focus group. This will all lead to the deliverable: Vision for Kennedale 2025 and Strategic Plan. Mr. Guenzel concluded with an overview of the principles and design-thinking process to be used for the Kennedale plan, along with a timeline and delivery dates.

B. Discuss Texas Raceway operations

City Manager Bob Hart informed Council that we have had some informal discussion with Texas Raceway regarding a request to allow them to continue to race one day per month until

Kennedale Speedway Park closes. He reminded Council that at their last meeting, a two-year extension to the developer agreement was approved. He adds that if Council is amenable to this change, staff would come back at the January meeting with an amendment to the agreement.

Mayor Johnson stated that he doesn't have any problem with the once a month change, but he would like feedback from the rest of Council. Kelly Turner stated that he does not have a problem with the change and feels it encourages goodwill, even though things haven't moved as quickly as we had hoped. Liz Carrington was in agreement. Charles Overstreet agreed that one day a month would not affect us either way. Mike Walker also agreed. There was no comment from Frank Fernandez.

Bob Hart stated that he would get with City Attorney Wayne Olson to amend the agreement and have it ready at the January meeting.

C. Discuss purposed mixed use development

City Manager Bob Hart stated that last spring; there was some discussion about a mixed use development at Sublett Road and Kennedale Parkway. At that time, the developers asked for a Resolution of Support, but it was tabled by Council. Many of the concerns were addressed through the Unified Development Code (UDC), and staff wanted to bring this back to show the adaptations made and to see if Council was interested in proceeding with this issue. If we are to proceed, it would be added to the January/February council meeting.

City Planner Rachel Roberts added that we now have on the books, in the UDC, this area in question, designated as an Urban Village; it is not zoned yet, however, that is the direction it would go, should a rezoning occur. She stated that OM Housing will provide an updated presentation tonight; based on the work they have done since the adoption of the UDC.

Jason Lain, Acquisitions Director for OM Housing thanked Council for revisiting the Village at Hammack Creek, a mixed use development at the corner of Sublett Road and Kennedale Parkway. He provided a brief introduction of their company; adding that they are proposing a \$40,000,000 mixed-use development that would have apartment homes, as well as, retail and office space. He emphasized that they are not asking for any type credit on fees or variances from the City; that this project will enhance the City's tax base; and that OM Housing will built everything to LEED standards and certifications. He added that they are going to go for a HUD 221D4 housing credit financing option. This allows them to increase their base so that they can bring in high-end finishes and extend the infrastructure. Continuing, he added that there is one huge misconception that the housing credit is public housing. This is in no way public housing; rent is charged, non-payment results in eviction, and there is an extremely stringent application process. He added that this program was set up by Ronald Reagan in the 80s, and is a conservative approach to spur economic development in an area.

He stated that the urban village concept was approved in the UDC and this project is in line with that. OM Housing envisions this development as being pedestrian and bike friendly, much more accessible by foot. Additionally, it will create 150 construction jobs during the duration of the

build, and 50+ permanent jobs with the retail and office space. He provided the stats on the site, noting that they have redone the plans, and the new design integrates all the Urban Village components. He request that Council consider issuing a Resolution of Support by March 1, 2017.

Property Owner, Jason Daskocil and OM Hosing CEO, Deepak Sulakhe was available to answer questions from Council. There was extended conversation with Council regarding various concerns. Mayor Johnson stated that this is a huge process, and OM Housing is requesting a Resolution of support by March; however, Council is asking residents for input on a strategic plan in April/May. He added that this could be a hot-button issue if there is not community support and without community support, it will fail. Mr. Deepak noted that the whole basis of the project is to have a public-private partnership, OM Housing is willing to give a letter indemnifying the city if this turns out not to be what the residents want.

D. Discuss vehicle lease program

City Manager Bob Hart stated that when we put the budget together this year, we were looking at doing a traditional capital lease program for vehicle replacement. Staff has been working with Enterprise Fleet Management on the financing of vehicles in a more holistic manner. He noted that for a long time, we have tried to internally fund vehicles, which has been a struggle. Historically, Bob has always looked at maintenance cost, and once those costs get too high, then we replace the vehicle. Bob stated that staff recommends using this program instead of the Capital Lease program that was listed in the budget.

Senior Account Executive with Enterprise Fleet Maintenance Jennifer Bertram stated that they are working with many cities in Texas, and most are doing the same as Kennedale, running vehicles for 10-15 years. Her job is to look at the lowest cost of ownership and replace vehicles sooner; while lowering operating expense, staying in budget, and maximizing resale value. She noted that, about 45% of Kennedale's fleet is 8 years or older, and 23% is 10 years or older. These typically have higher maintenance, lower fuel quality, and increased downtime. She added that the total savings during a 10-year period would be approximately \$227, 473, with an annual cash flow savings of approximately \$30,000. Enterprise proposes an open-end lease, noting that we currently have an RFP that just got reapproved through TIPS.

Billy Dobosz from Enterprise stated that Kennedale's annual maintenance program has a C+ rating. He provided an overview of the provisions of their program; handouts were provided. There was some discussion with Council regarding the advantages and disadvantages of the program.

E. Discussion of items on regular agenda

No items were discussed at this time.

III. REGULAR SESSION

Mayor Johnson opened the regular session at 7:01 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

VII. VISITOR/CITIZENS FORUM

Jan Joplin, 204 Hilltop Drive stated that there were many in attendance in support of what she has to say, and she requested that they stand to be recognized. She stated that eight months ago she was a regular citizen, and as citizens, we are not all involved in city affairs, but all deserve the same respect. She stated that after some research, there are concerns if the City has checks-and-balances in place. Her concerns started in February/March when she read an article from the Mayor stating that water bills were going up approximately \$35, but hers was actually \$50. She noted that this increase puts an undue burden on many in the community and the ISD is paying \$10,000 per month for water. She continued, stating that a group of residents put together a petition, which resulted in another water committee. We, the citizens do not feel we were taken seriously. The repeal and decrease in the water rate resulted in just over \$4.00 for those of us with a ¾" meter. She thanked Council for choosing Cathy Brown to serve on the Committee.

Tom Newsom, 303 Pennsylvania Avenue stated that Cathy Brown was treated disrespectfully by the Committee Chair and mocked by the Financial Director. She was eventually told she was outside the parameters of the Committee, and that the Committee would speak with one voice. Cathy came up with several options, and lists of questions were sent to the Finance Director; however, the City Manager took over at this point. The City Manager's answer was that the information was not readily available; it would take too much time to compile; it would be difficult to get; we have already reviewed this; etc.... Cathy Brown resigned from the Committee the day before the recommendations were presented to Council because she did not want her name associated with the recommendations. She came up with good options and hopefully some of her recommendations will be looked at soon. Jan Joplin has looked into the Village Creek emergency repairs, the closing of the SOBs, and the expected expense to close the race tracks and salvage yards. The City of Kennedale does not use project codes, so it is difficult to track expenses.

Gayle Uranga, 904 Bell Oak Drive stated that since July more than 50 reports and documents have been requested and reviewed by Jan Joplin. She quoted from a report in the Kennedale News dated June 2016, and then from an article from the City dated August 8, 2016, titled Water Rates and an Update on the Petition. She praised the Public Works Director.

Cliff Uranga, 904 Bell Oaks Drive read from the February 16, 2015 City Council Meeting, Agenda Item F. "Consider authorizing the emergency sewer line repairs near Briar Court and along Village Creek", which explained the needed repairs. Additionally, he provided a summary and timeline of the Village Creek emergency pipe project. He added that it was stated in the City article that the replacement of the pipes was for Master Plan purposes rather than repairing the pipes. There were no documented engineer recommendations for repair compared to replacement or any change order to the original approval. He requested an explanation, stating that they would like an answer to the discrepancies tonight, but if Council chooses not to answer tonight, then at the January City Council meeting.

Jadey James, 1007 Oak Ridge Court stated that Briar Court was part of the emergency repairs and was repaired for \$54,215. He questioned if this pipe was repaired in February, why wasn't Village Creek? And, if it was such an environmental threat what was the hold up? There are other questions and concerns regarding the amount the city has charged and transferred to and from the water fund when we were specifically told that water funds do not move to other funds. He requested the account plan on how the TIRZ will repay the water fund, especially with the lack of closure of the racetracks. He stated that it is clear that the water fund is funding many other projects. Again, answers were request for tonight.

Jan Joplin, 204 Hilltop Drive spoke again and highly suggests an outside forensic audit to get to the bottom of City finances, specifically the EDC, MDM, and TownCenter Development District. She stated that Kennedale has a major problem, and it is not with our water contracts or infrastructure. She noted that citizens are not opposed to growth; but are opposed to growth that the budget cannot sustain. Concluding, we want to know where the money from the water fund went, and can we get it back. Again, she requested answers tonight.

Mayor Johnson reminded everyone that this is a citizen's forum and they cannot respond tonight. He added that they will have a response by the next meeting.

Larry Atkins, 619 Averett Road expressed his concern with how the City is being managed and the direction Council is taking. He stated that it makes no sense why residents with a larger pipe pay more for the same water. He voiced his concerns over the cost to remove the bar at business 287 and I-20; along with the treatment of existing businesses that were here to support the town when nothing else was here. He is here in support of the racetracks and feels they are the best asset that Kennedale has.

Harvey Dela Rosa, 904 Shady Oak Drive stated that he is currently remodeling his home, and has been working with Building Inspector, Sandra Johnson. He stated that she wants to tear his house down, adding that he was supposed to be done with the remodel by the end of the year, but he is not. He informed Council that he has spent about \$20,000, all with permits of course, and is requesting a little more time to finish his home.

Bob Hart stated that he was under the Board of Adjustment (BOA) and would have to return to the Board. City Attorney, Wayne Olson stated that the BOA is the board that reviews your case

and you have to abide by that ruling. City Council has no standing to rule on this. Adding that he can abide by the order of the Board of Appeal, or take it to a district court in Tarrant County.

Hollis Matthews, 1252 Elmbrook Drive asked that we all reason together. He has talked with several citizens about the water issue and has done some investigating. He found that many people are dissatisfied in Kennedale about water and the amount of NSF checks being bounced back through the water department. He believes there are some remedies, and ask Council to put the wobble disc meters on five to ten homes where they are having major problems. He stated that we changed out the meters once because they were worn out; then again because there was a software problem. There is still a problem, indicating that there's a software glitch in the system. He added that many people getting NSF checks have the funds in their accounts. He stated that there is a problem and requested Council to check into it.

Rockie Gilley, 1020 S. Dick Price Road stated he was there to speak on transparency in city government. Noting, that last July, a 20-point Economic Development Corporation (EDC) plan was tentatively scheduled for public hearing in September. This is after months of complaints from residents of Kennedale about being kept in the dark. As far as he knows, the hearing never occurred. He added that by ordinance the EDC is limited to a half percent of sales tax revenue from the 4B sales tax collected throughout Kennedale. We, the citizens want to ensure that this ordinance is being followed when funding EDC projects. He stated that he was asking for openness; so, when something like the 20-point plan is coming up, let us know about it. He added that if you are proud of what the EDC is doing, you should publicize it. We all know when you're having Bark in the Park, we should also know when something is being done that costs millions of dollars.

Roy Boenig, 1020 Kennedale Sublett Road stated that he has lived here 30 years and his issue is based on P&Z and Council meetings from 2013, He stated that he was under the impression that he would have a stockade fence between his property and the Vineyards. P&Z actually made a motion for masonry or precast fence to be put up around the subdivision before houses were ever built. Council decided that the perimeter along Mansfield Cardinal Road should be landscape berm; but, they also said the fences had to have metal fence posts. He stated that he received an email from Larry Hoover in November, saying that he could not find any minutes that talked about the fence. However, Mr. Boenig found the information in the minutes, and provided a handout to Council which listed a timeline and a copy of an email sent to the City Manager. He requested that Council read his notes and was hopeful they could resolve the issue. In closing, he stated that until two weeks ago, he was under the impression that there was going to be a fence between the properties.

VIII. REPORTS/ANNOUNCEMENTS

A. Updates from City Council

Charles Overstreet stated that he and the Mayor attended the Methodist Hospital 10th Anniversary Celebration in Mansfield, and participated in the Salvation Army bell ringing.

Liz Carrington stated that she attended two meetings for the JPS Steering Committee.

Additionally, she and her son helped raise money for the Salvation Army.

B. Updates from the Mayor

Mayor Johnson stated that he judged the gingerbread house competition at the Library on December 3; noting that this was the first year for the competition and the Library hopes to include adults next year. He stated that he attended the Mayors Council meeting; noting that his attendance at these meetings keeps Kennedale eligible for the CDBG grants. He added that there was a nice turnout for the Christmas Tree Lighting held on December 6.

Additional meetings and events included the Tarrant Regional Transportation Coalition (TRTC) meeting, regarding the I20/287/820 flyover; the Six Stones Organization meeting, a volunteer group that helps to bring houses up to code; an Art Show with TCC students; he performed in a play at First Baptist Church; emceed a Talent Show at James A. Arthur Elementary; attended the Mansfield Methodist Hospital's 10th Anniversary Celebration; and participated in the bell ringing for Salvation Army. In closing, Mayor Johnson informed the group that he was appointed to the National League of Cities Transportation and Infrastructure Board.

C. Updates from the City Manager

There were no updates from the City Manager at this time.

IX. MONITORING INFORMATION

A. Monthly Financials - November 2016

B. Executive Limitations

C. Ends Review - Balanced Scorecard

Monitoring information updates are in the agenda packet for review.

X. REQUIRED APPROVAL ITEMS (CONSENT)

A. Consider approval of minutes from November 21, 2016 regular meeting

B. Consider approval to participate in TIPS/TAPS Purchasing Program

C. Consider approval of the 2017 Interlocal Agreement for Rabies Control with the City of Fort Worth

D. Consider a Resolution 504 approving the appointment of two police reserve officers.

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

Motion passed Unanimously

XI. DECISION ITEMS

A. **CASE # PZ 16-16** to hold a public hearing and consider approval of Ordinance 619 regarding an amendment to the Unified Development Code, as adopted by Ordinance 605, to amend the schedule of uses in Article 7, Employment Center Districts, to allow hotel / motel as a permitted use in the Employment District Office and Service (EC-2) district and the following uses with a conditional use permit in Employment Center Commercial (EC-1) and Employment District Office and Service (EC-2) districts: Restaurant with drive-through; Wind energy turbine; Solar energy equipment; General office and services, bank/financial services with drive-through; General offices and services- with a drive-through; Vehicle repair, minor; Vehicle sales and rental: automobiles, light trucks, boats, and to amend Article 22 Review Procedure and Requirements by eliminating Section 22.9.C.2.b., and to amend Article 26 Subdivision Review, Section 26.13 Construction Plans and Installation of Improvements.

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

City Planner Rachel Roberts provided the staff presentation stating that the Employment Center District regulations and the Old Town regulations were recently adopted, and staff has not seen any problems with those regulations. She added that those regulations were all folded into the Unified Development Code (UDC), which was adopted a few months ago. Continuing, she stated that as staff became more familiar with the UDC, we noticed that there were some conflicts between the regulations and the UDC.

Rachel reviewed two versions of recommendations. Those made by staff and those made by the Planning and Zoning Board.

Public Hearing:

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

Mayor Johnson provided a brief history of the backdrop regarding the Oak Crest area and the SOBs. He noted that businesses did not want to come into the city because of those SOBs. There were additional discussions regarding the proposed recommendations.

Motion To approve Ordinance 619 amending the Unified Development Code as recommended by city staff. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet.
Motion passed Unanimously

B. Consider approval of contracts with Enterprise Fleet Management, Inc. for citywide fleet maintenance

City Manager Bob Hart stated that this item was discussed during the work session. He added that this is an element of the budget for fleet maintenance and will be a much more cost-effective way to move forward.

City Attorney Wayne Olson stated that he had not yet reviewed the contracts, and requested that the motion be subject to his review.

Motion To approve a contract with Enterprise Fleet Maintenance, Inc. for Citywide fleet maintenance, pending City Attorney's review and approval. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Kelly Turner.

Motion passed Unanimously

XII. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 8:19 p.m.

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

Mayor Johnson reconvened into open session at 9:06 p.m.

No action required.

XIV. ADJOURNMENT

Mayor Johnson reminded everyone that the January Council meeting would be held on January 23, 2017, instead of the 16th because of the Martin Luther King Holiday.

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

Motion passed Unanimously

The meeting was adjourned at 9:08 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

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

I. Subject:

Consider approval of minutes from January 14, 2017 special work session

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 Work Session Meeting Minutes - January 14, 2017	1-14-17 Work Session.pdf
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KENNEDALE CITY COUNCIL
MINUTES
SPECIAL MEETING
January 14, 2017
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION – 10:00 AM

I. CALL TO ORDER

Mayor Johnson called the meeting to order at 10:04 a.m.

II. ROLL CALL

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

Absent: Liz Carrington, Kelly Turner

Staff Present: : Bob Hart, Kelly Cooper, Leslie Galloway, Rachel Roberts, Tommy Williams, Larry Hoover, Larry Ledbetter, Krystal Krump, City Attorney Wayne Olson, and Chamber Executive Director Jack Thompson

III. WORK SESSION

A. Review Project List

City Manager provided Council and city staff with the current status on all on going and pending projects.

IV. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 12:30 p.m.

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

1. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 532 Trent Street
4. 503 Kennedale Parkway
5. 1001 Oak Crest Drive East
6. 4100 New Hope Road
7. 3925 New Hope Road

The Kennedale City Council will meet in closed session pursuant to Section 551.087 of the

Texas Government Code to deliberate the offer of a financial or other incentive to a business project with whom the city is conducting economic development negotiations.

1. Discuss a 380 Agreement for Hospitality Project

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

1. Review the selection criteria and process and Interim City Manager

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

Mayor Johnson reconvened into open session at 1:06 p.m.

No action was taken.

VI. ADJOURNMENT

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

Motion passed Unanimously

The meeting was adjourned at 1:15 p.m.

APPROVED:

ATTEST:

Brian Johnson, Mayor

Leslie Galloway, City Secretary



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

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

I. Subject:

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

II. Originated by:

III. Summary:

In accordance with Public Funds Investment Act (PFIA), the investments should be reported quarterly. This is for the first quarter for FY 17 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.	December 31, 2016 Qtr Investment Report	December 30 2016 Qtrly Investment Report.pdf
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City of Kennedale, Texas

SCHEDULE OF INVESTMENT ACTIVITY

For The Quarter Ending December 31, 2016

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

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

SUMMARY OF INVESTMENTS FOR THE QUARTER

99.4% of the City of Kennedale's investments are owned by the Pooled Cash Fund. The remaining .6% goes to the \$2.0M 2010 CO Bond Fund, \$1.7M TX Leverage Fund, and Clearing Funds. As of the reporting quarter, 67.25% of the City's investments are in investment pools, and 37.75% 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	October 2016	November 2016	December 2016	Interest Earned
Texas Daily	Consolidated Cash	0.04%	\$ 31,506.54	\$ 31,518.12	\$ 31,531.44	\$ 37.41
TexStar	Consolidated Cash	0.03%	328,148.64	328,260.40	328,394.67	363.12
TexPool	\$1.7M TX Leverage	0.00%	-	-	-	-
TexPool	\$2.0M CO Bond	0.03%	29,538.86	29,548.56	29,560.03	30.78
TexPool	Central Deposit	0.04%	779,059.00	815,865.52	2,749,292.82	860.14
TOTAL INVESTMENT POOLS			\$ 1,168,253.04	\$ 1,205,192.60	\$ 3,138,778.96	\$ 1,291.45

MONTHLY BALANCES- WELLSFARGO

Bank	Account Name	Interest Rate	October 2016	November 2016	December 2016	Interest Earned
Wellsfargo	Consolidated Cash	N/A	\$ 1,508,113.98	\$ 1,317,113.06	\$ 1,528,103.82	\$ -
Wellsfargo	Payroll Clearing	0.04%-0.05%	187.32	188.08	188.81	-
Wellsfargo	Section 125 Flex	0.04%-0.05%	-	-	-	-
Wellsfargo	Dick Price Rd	0.005%	-	-	-	-
Wellsfargo	Health Reimbursement	0.00%	-	-	-	-
Wellsfargo	Employee Health Benefit Trust	0.00%	13.15	0.37	0.66	0.29
TOTAL WELLSFARGO			\$ 1,508,314.45	\$ 1,317,301.51	\$ 1,528,293.29	\$ 0.29

TOTAL MONTHLY BALANCES- ALL	\$ 2,676,567.49	\$ 2,522,494.11	\$ 4,667,072.25	\$ 1,291.74
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TRANSACTION ACTIVITY- INVESTMENTS

Investment Pool	Account Name	Balance 10/1/2016	Deposits	Withdrawals	Interest	Balance 12/31/2016
Texas Daily	Consolidated Cash	\$ 31,494.03	\$ -	\$ -	\$ 37.41	\$ 31,531.44
TexStar	Consolidated Cash	328,031.55	-	-	363.12	328,394.67
TexPool	\$2.0M CO Bond	29,529.25	-	-	30.78	29,560.03
TexPool	Central Deposit	753,431.32	3,151,062.74	(1,156,061.38)	860.14	2,749,292.82
TOTAL INVESTMENT POOLS		\$ 1,142,486.15	\$ 3,151,062.74	\$ (1,156,061.38)	\$ 1,291.45	\$ 3,138,778.96

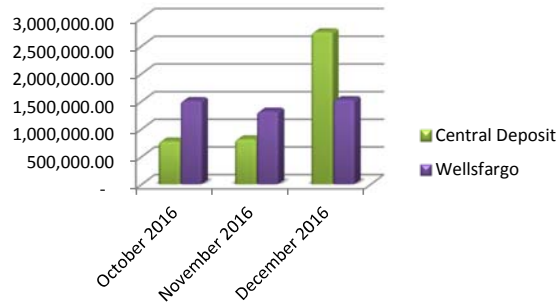
TRANSACTION ACTIVITY- WELLSFARGO

Bank	Account Name	Balance 10/1/2016	Deposits	Withdrawals	Interest	Balance 12/31/2016
Wellsfargo	Consolidated Cash	\$ 1,989,797.92	\$ 3,059,495.68	\$ (3,521,189.78)	\$ -	\$ 1,528,103.82
Wellsfargo	Payroll Clearing	41,187.98	874,168.22	(915,167.39)	-	188.81
Wellsfargo	Section 125 Flex	-	2,137.38	(2,137.38)	-	-
Wellsfargo	Health Reimbursement	-	8,001.00	(8,001.00)	-	-
Wellsfargo	Employee Health Benefit Trust	13.15	91,646.49	(91,659.27)	0.29	0.66
TOTAL WELLSFARGO		\$ 2,030,999.05	\$ 4,035,448.77	\$ (4,538,154.82)	\$ 0.29	\$ 1,528,293.29

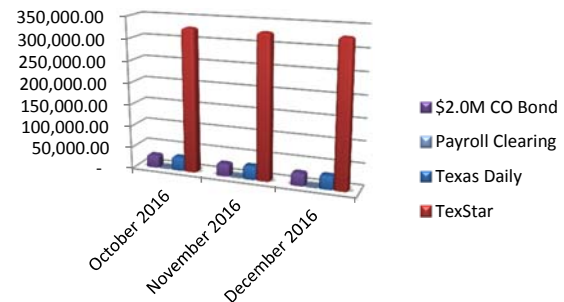
CASH BREAKDOWN BY FUND

	October 2016	November 2016	December 2016
01- General Fund	\$ 608,833.17	\$ 544,823.50	\$ 2,051,194.13
02- Debt Service Fund	10,891.75	110,680.22	677,070.71
04- Capital Project Fund	30,822.66	38,267.78	45,206.56
05- Capital Replacement Fund	370,179.16	327,085.87	285,084.52
07- Storm Drainage Utility Fund	120,173.66	135,624.76	144,364.53
10- Water/Sewer Fund	262,171.98	276,633.97	370,518.93
12- Court Security Fund	10,724.03	10,959.85	11,202.13
13- Capital Bond Fund	-	-	-
14- Park Dedication Fund	195,532.82	195,561.21	195,738.78
15- Economic Development Fund	53,799.95	13,024.20	27,384.87
16- Court Technology Fund	11,686.40	12,000.39	4,027.44
17- Streets Improvement Fund	197,880.25	171,446.13	216,546.06
18- Juvenile Case Manager Fund	24,846.79	24,439.61	24,042.56
19- EDC4B Capital Bond Fund	29,538.86	29,548.56	29,560.03
21- TIF #1 New Hope Fund	118,067.65	83,629.50	61,978.50
31- Police Seizure Fund	-	-	-
32- Library Building Fund	12,120.52	12,327.59	12,495.04
34- LEOSE Fund	-	-	-
41- Park Rec/Other Donation Fund	39,944.88	40,614.80	14,749.79
45- Roadway Impact Fee Fund	155,040.77	71,452.62	71,474.59
61- Water Impact Fee Fund	129,390.93	129,409.73	129,427.97
62- Sewer Impact Fee Fund	104,878.95	104,894.19	104,908.98
65- Water Improvement Fund	-	-	-
83- Tree Reforestation Fund	67,903.35	67,913.21	67,922.78
85- Unclaimed Property Fund	1,990.24	1,990.24	1,990.24
95- EDC Reserve Fund	120,148.72	120,166.18	120,183.11
TOTAL ALL FUNDS	\$ 2,676,567.49	\$ 2,522,494.11	\$ 4,667,072.25

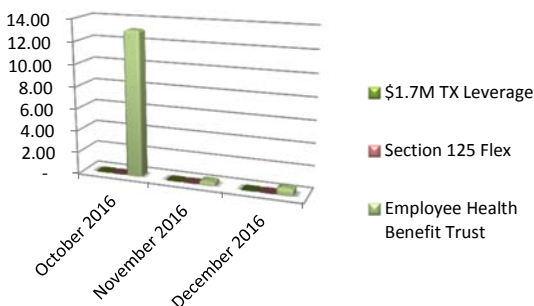
Main Accounts



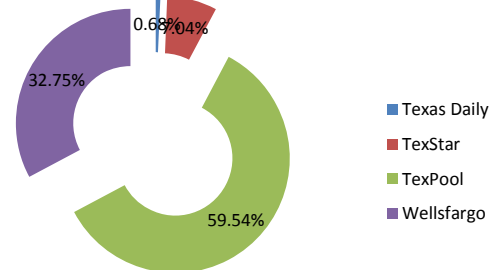
Other Accounts



Holding Accounts



Distribution of Money



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

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

I. Subject:

Consider approval of Resolution 505 calling the General Election for May 6, 2017

II. Originated by:

III. Summary:

The City of Kennedale has elected to contact with Tarrant County for general election purposes. There have been no changes to the contract with Tarrant County since it was made in 2010. Dates of importance for the 2017 general election include:

January 18, 2017	First day for filing for place on the ballot.
February 17, 2017	Deadline to file for place on ballot (must be received by 5:00 pm).
February 21, 2017	Deadline to file for write-in candidate (must be received by 5:00 pm).
February 23, 2017	Drawing for place on ballot at 2:00 p.m. in City Secretary's office.
February 24, 2017	Last day for a candidate to withdraw (must receive in writing by 5:00 pm).
March 22, 2017	First day to mail early voting ballots.
April 6, 2017	Last day to register to vote in the May 6, 2017 General Election.
April 24, 2017	First day for early voting by personal appearance. Early voting will be conducted April 24 through May 2, 2017 in the Kennedale Community Center, 316 W. 3rd Street, Kennedale, Texas.
April 25, 2017	Last day to receive an application by mail for a ballot to be voted by mail.
May 2, 2017	Last day for early voting by personal appearance.
May 6, 2017	ELECTION DAY 7:00 am to 7:00 pm at the Kennedale Community Center.
May 9-17, 2017	Period for official canvass of returns and oaths of office of newly elected officers, unless runoff is necessary.
June 10, 2017	Runoff Election, if necessary.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Resolution 505	Resolution 505.pdf
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RESOLUTION NO. 505

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 6, 2017; APPROVING A JOINT ELECTION WITH TARRANT COUNTY; AND ESTABLISHING PROCEDURES FOR THAT ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the regular election for City Council of the City of Kennedale is required to be held on May 6, 2017, at which time the voters will elect persons to fill City Council Places 1, 3 and 5; and

WHEREAS, the election will be held as a joint election, conducted under the authority of Chapter 271 of the Texas Election Code; and

WHEREAS, by this Resolution, it is the intention of the City Council to designate a polling place for the election, to appoint the necessary election officers to establish and set forth procedures for conducting the election, and authorize the Mayor to execute a contract with Tarrant County for conducting the election.

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

Section 1.

General Election Called. An election is hereby called to elect City Council Places 1, 3 and 5 to serve from May of 2017 until May of 2019 or until their successors are duly elected and qualified. The election shall be held on May 7, 2016 between the hours of 7:00 a.m. and 7:00 p.m. at Kennedale Community Center, 316 W. 3rd Street, Kennedale, Texas 76060.

Section 2.

Joint Election Agreement Approved. The Joint Election Agreement for Tarrant County and the City of Kennedale (the “Agreement”) and incorporated herein for all purposes is hereby approved and the Mayor is authorized to execute the Agreement. In the event of conflict between this resolution and the Agreement, the Agreement shall control.

Section 3.

Application for Place on Ballot. Qualified persons may file as candidates by filing applications in the office of the City Secretary from 8:00 a.m. to 5:00 p.m., Monday through Friday, from January 18, 2017 through February 17, 2017.

Section 4.

Early Voting.

a. Early voting by personal appearance. Early voting by personal appearance shall be conducted beginning April 24, 2017, and continue through May 2, 2017 at the Kennedale Community Center, 316 W. 3rd Street, Kennedale, Texas 76060 at the following times:

Monday, April 24, 2017	8:00 a.m. – 5:00 p.m.
Tuesday, April 25, 2017	8:00 a.m. – 5:00 p.m.
Wednesday, April 26, 2017	8:00 a.m. – 5:00 p.m.
Thursday, April 27, 2017	8:00 a.m. – 5:00 p.m.
Friday, April 28, 2017	8:00 a.m. – 5:00 p.m.
Saturday, April 29, 2017	7:00 a.m. – 7:00 p.m.
Sunday, April 30, 2017	11:00 a.m. – 4:00 p.m.
Monday, May 1, 2017	7:00 a.m. – 7:00 p.m.
Tuesday, May 2, 2017	7:00 a.m. – 7:00 p.m.

b. Early voting by mail. Stephen Vickers is the Chief Deputy Elections Administrator acting pursuant to Texas Government Code § 601.002 (“Election Administrator”) is hereby designated as Early Voting Clerk for the general election. Applications for early voting by mail may be delivered to the Election Administrator at the following address: Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas 76161-0011, not later close of business on April 25, 2017.

c. Early Voting Ballot Board. Early voting, both by personal appearance and by mail, shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Agreement.

Section 5.

Appointment of Election Judge and Alternate Election Judge. The Presiding Election Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Code.

Section 6.

Method of Voting. The Hart InterCivic eSlate (Direct Recording Electronic Voting System) shall be used for voting by personal appearance and on Election Day the Hart InterCivic eSlate (Direct Recording Electronic Voting System) and Hart InterCivic eScan (Optical Scan Voting System) shall be used. The City Council hereby adopts the Hart InterCivic eSlate DRE for early voting and the Hart InterCivic eSlate DRE and Hart InterCivic eScan for Election Day. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

Section 7.

Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 8.

Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code.

Section 9.

Submissions to the United States Justice Department. Tarrant County is authorized to make such submissions as are necessary to the United States Justice Department to seek pre-clearance for any changes in voting practices as authorized by the Voting Rights Act of 1965, as amended.

Section 10.

Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 11.

Runoff Election. Should a runoff election be required following the canvass of the May 6, 2017 election, the Council hereby orders that a runoff election be held on Saturday June 10, 2017. The polling place on Election Day for the runoff election shall be at the same polling places as those of the original election and the hours of voting shall be between 7:00 a.m. and 7:00 p.m.

Section 12.

Effective Date. This resolution shall be effective upon its adoption.

PASSED AND APPROVED this 23rd day of January, 2016.

APPROVED:

Mayor, Brian Johnson

ATTEST:

Leslie Galloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wayne K. Olson, City Attorney



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

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

I. Subject:

2016 Racial Profiling Report from the Police Department.

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

As required by Senate Bill 1074, attached is the 2016 Racial Profiling Report for the Police Department. This report is required to be presented to council on or before March 1st of each year.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	2016 Racial Profiling Report	2016 Racial Profiling Report.pdf
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January 23, 2017

To: City Manager, Mayor, and Council Members
From: Tommy Williams, Police Chief *2010*
Re: Racial Profiling Report

Statistical Data

As required by S.B. 1074, attached is a spreadsheet outlining the data from our citations from traffic stops during calendar year 2016. You will remember that we dropped the Fair Roads Standard in favor of at-large population figures from the 2010 census. This allows us to collect data not only against licensed drivers, but also against those drivers who regularly operate a vehicle without benefit of a license.

Because such a large majority of our citations are issued to persons outside of the city, the baseline includes the combined populations of our neighboring cities of Arlington, Forest Hill, Fort Worth, and Mansfield, as well as Kennedale. Motorists come from or through these cities in order to get to or through Kennedale. Our stops and searches are within tolerances for the percentile groups.

I will electronically file a copy of this report and spreadsheet for posting on the TCOLE web site.

Complaints

We had no racial profiling complaints filed during the reporting period of 2016.

Public Education

The process for filing racial profiling complaints against employees is posted in three places. The first is on our police department website, the second in the police building lobby, and the third is in the city hall lobby. A copy of the entire racial profiling policy is available to the public on request.

Employee Training

Numerous discussions occur during briefing and staff meetings throughout the year about racial profiling issues to be aware of. In addition, supervisors are required to regularly review random video tapes of stops to identify any problems that have not been reported. No issues have been identified.

Kennedale Police Department
Racial Profiling Data
01-01-2016 through 12-31-2016

Race	Traffic Stops	Arrests From Traffic Stops	Total Searches Conducted	Consent Searches Conducted	Representative Population - Kennedale Area	Representative Population - Tarrant County
White	900	11	16	8	57.00%	57.00%
Percent of Group Total	61.00%					
Black	282	6	10	3	16.00%	13.00%
Percent of Group Total	19.00%					
Hispanic	242	2	5	1	26.00%	24.00%
Percent of Group Total	16.00%					
Asian	26	0	0	0	4.00%	4.00%
Percent of Group Total	2.00%					
Native American	1	0	0	0	0.06%	0.01%
Percent of Group Total	0.00%					
Middle Eastern	7	0	1	0		
Percentage of Group Total	0.50%					
Other/Unknown	21	1	1	0	0.01	0.002
Percent of Group Total	1.50%					
Total	1478	20	33	12		

Race/Ethnicity Known Before Stop? Yes - 31 (2%) No - 1447 (98%)

STAFF REPORT TO THE MAYOR & CITY COUNCIL

Date: January 23, 2017

Agenda Item No: DECISION ITEMS (A)

I. SUBJECT

CASE # PZ 17-01 to hold a public hearing and consider approval of Ordinance 620 regarding a zoning change from "C-1" Restricted commercial district and "R-3" Single family residential district to "EC-2" Employment District Office and Service district for an approximately 2.54 acre tract located at 5400-5424 High Ridge Rd and 5401-5417 Kennedale St, legal description of Lot 1R, Block 5, Oak Crest, Kennedale, Tarrant County, Texas.

II. SUMMARY

BACKGROUND AND OVERVIEW

Request	Rezone from C-1 and R-3 to EC-2
Applicant	City of Kennedale
Location	Oak Crest neighborhood; bounded by I-20 access road, High Ridge Rd, Kennedale St, and Link St
Surrounding Uses	Residential (single family and mobile home); vacant land; commercial; industrial
Surrounding Zoning	C-1, R-3, PD (commercial); EC; I (see map)
Future Land Use Plan Designation	Employment Center
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is vacant. It is owned by the Kennedale Economic Development Corporation and was recently cleared and replatted into one lot to help with redevelopment efforts.

SURROUNDING PROPERTIES & NEIGHBORHOOD

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The property is adjacent to the I-20 frontage road to the north and by commercial uses to the west and east. Residential uses abut the property to the south and southwest (single family residential and mobile home). Zoning classifications on surrounding property are Employment Center, C-1 restricted commercial (which permits mainly retail and office uses), the planned development district for QuikTrip,

and single family residential (R-3). To the south but not adjacent to the site are several industrial uses (auto salvage).

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

This property is shown as Employment Center in the Future Land Use Plan.

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

The comprehensive plan's Principal # 2 – Economic Prosperity is related to this rezoning. This principal includes goals to create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home. The Employment Center zoning district was intended to provide a location for such opportunities.

SUMMARY

The rezoning request conforms to the comprehensive land use plan.

COMPLIANCE WITH CITY GOALS AND RELATED PLANS

STRATEGIC PLAN

REDEVELOPMENT OF OAK CREST. Although no specific steps were recommended, one section of the strategic plan section is focused on business development, and that section recommends giving high priority to the improvement and development of the Oak Crest area. The requested rezoning would allow for the kind of redevelopment desired by the city.

CITY COUNCIL ENDS STATEMENTS AND GOALS

S2 - BE A SUSTAINABLE AND ATTRACTIVE CITY. Goal S2 of the balanced scorecard goals relates to this request. The EC district regulations require a higher standard of development than the city's other commercial zoning district, which means that redevelopment occurring under the EC regulations should be more attractive than would be developed under Kennedale's straight commercial zoning districts. For example, properties within the EC-2 district are required to have 90% masonry, whereas C-0, C-1, and C-2 districts only require 80% masonry. In addition, the district has blank wall limitations and controls drive-through access.

STAFF RECOMMENDATION

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

RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered this case in the regular session on January 19th. The Commission voted to recommend approval.

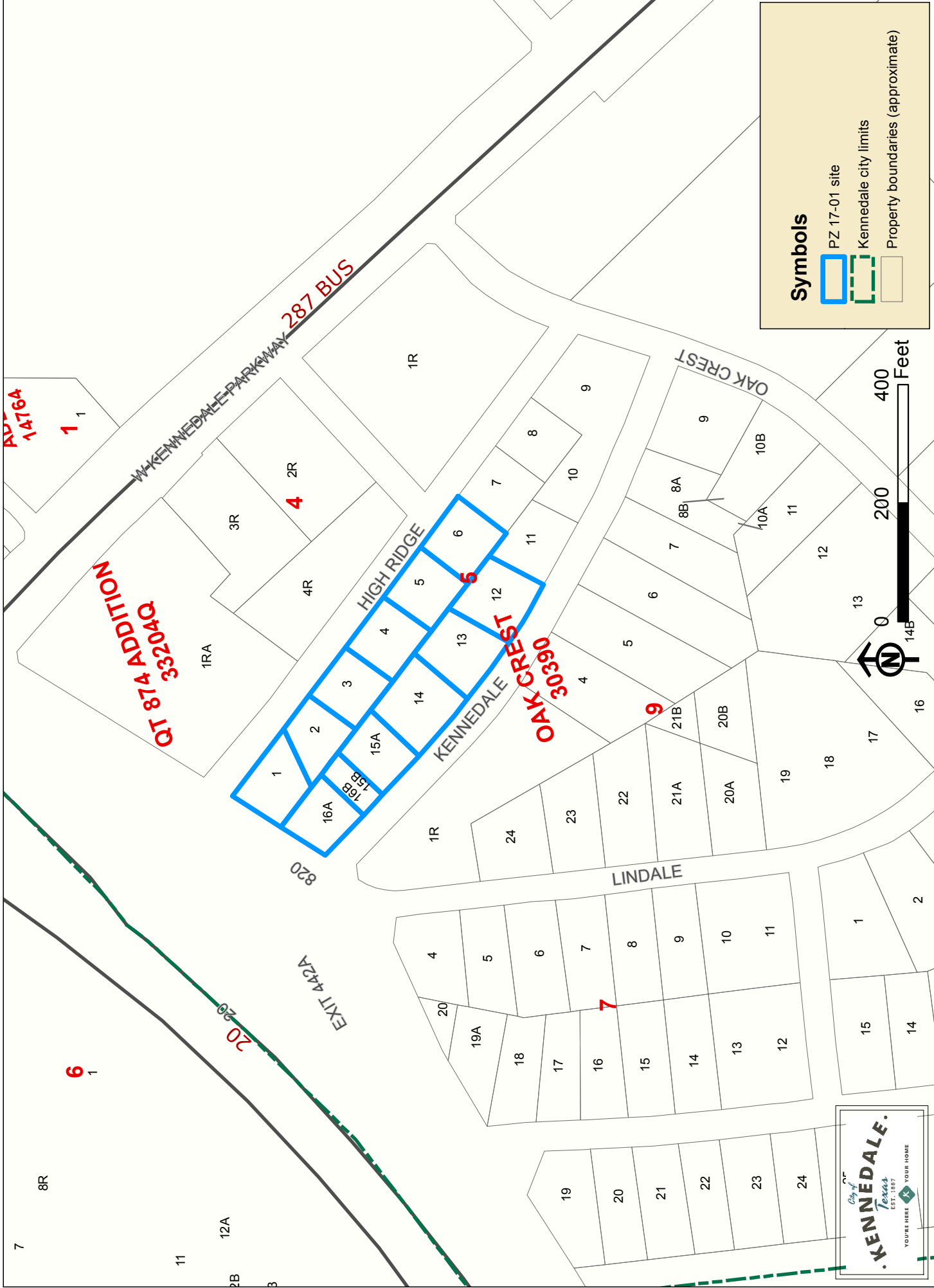
ACTION BY THE CITY COUNCIL

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 Ordinance 620.

Approval with Conditions: Based on the information presented, I find that [state findings] and make a motion to approve Ordinance 620 with the following changes [list changes].

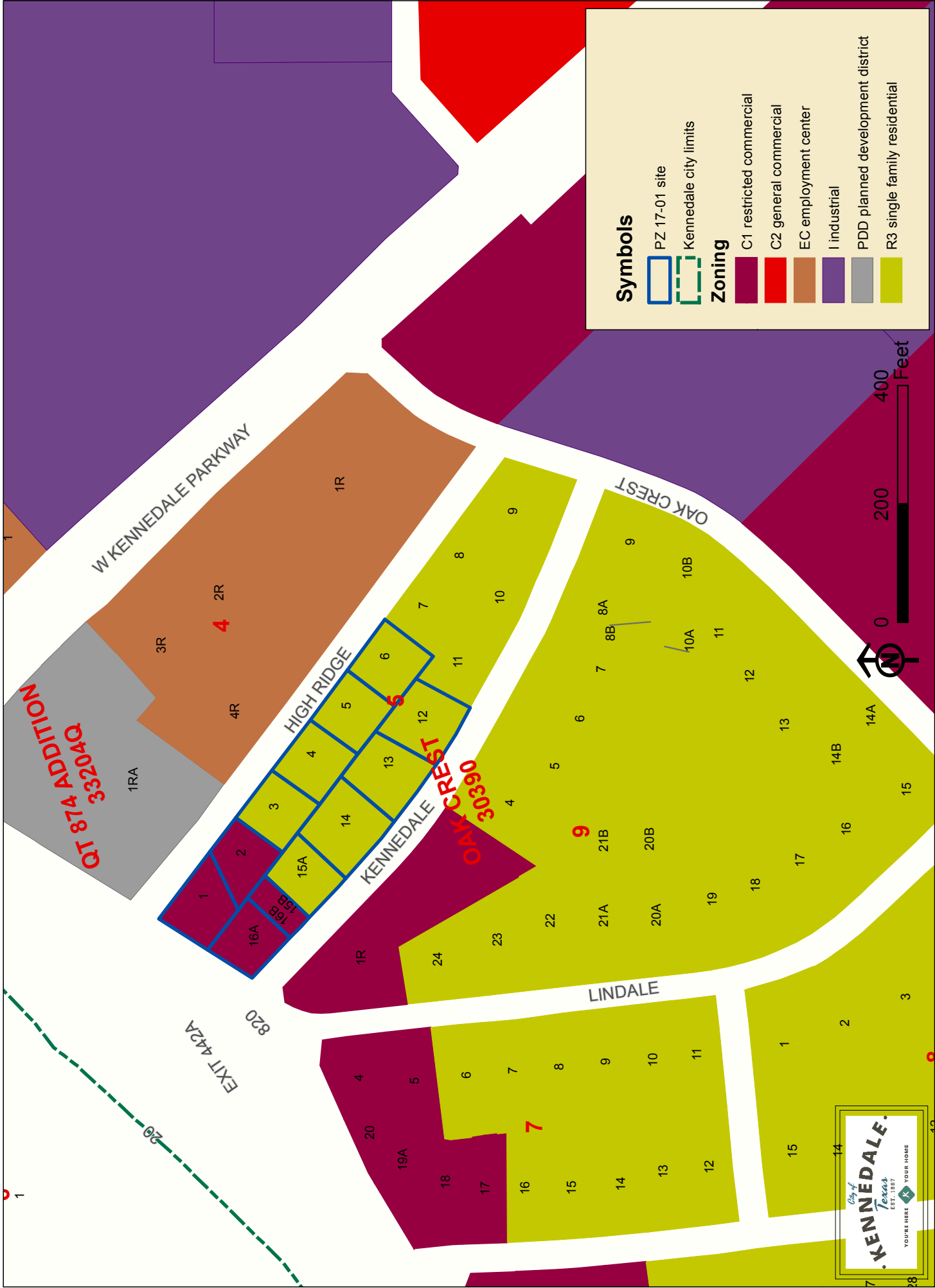
Deny: Based on the information presented, I find that the request does not meet [list standards or requirements not met] and make a motion to deny Ordinance 620.

Site of rezoning request (PZ 17-01)



Boundaries shown are for illustration purposes only and may not be accurate. Property data are from TAD; road data are from NCTCOG.

Zoning surrounding rezoning request (PZ 17-01)



Boundaries shown are for illustration purposes only and may not be accurate. Property data are from TAD; road data are from NCTCOG.

Symbols

- PZ 17-01 site
- Kennedale city limits

Land Uses (TAD assessment)

- A -- residential (single family)
- C1 -- vacant residential lot
- C2 -- vacant commercial lot
- F1 -- commercial
- F2 -- industrial
- M1 -- mobile home

Map Labels:

- W KENNEDALE PARKWAY
- HIGH RIDGE
- OAK CREST
- LINDALE
- 820
- EXT 442A
- QT 874 ADDITION 332040
- OAK CREST 30390

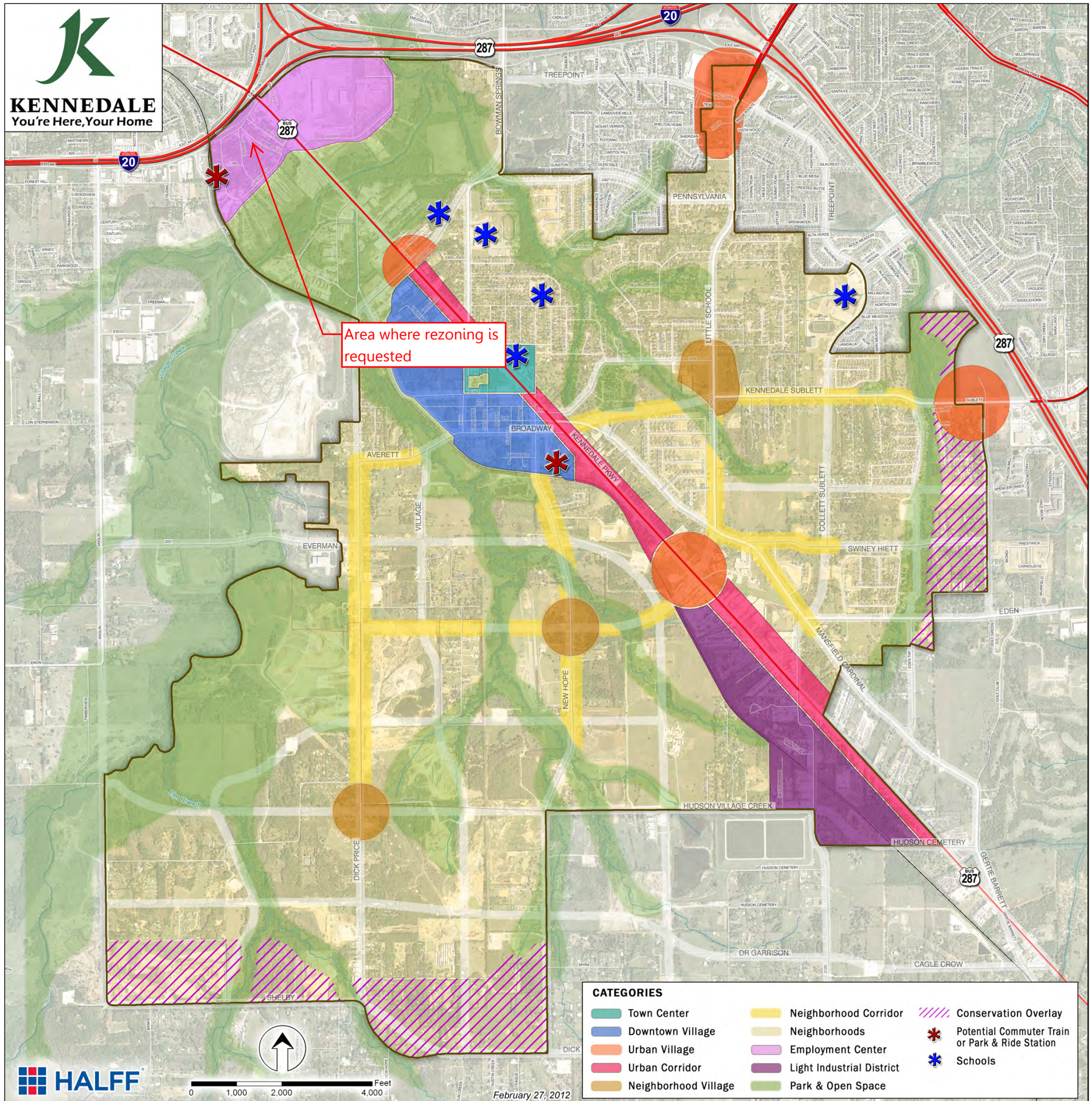
Scale: 0, 200, 400 Feet

North Arrow: N

Map Title: City of KENNEDALE, Texas EST. 1987 YOU'RE HERE YOUR HOME



KENNEDALE
You're Here, Your Home



ORDINANCE N O . 6 2 0

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 AND "C-1" RESTRICTED COMMERCIAL DISTRICT TO "EC-2" EMPLOYMENT DISTRICT OFFICE AND SERVICE 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, the property described below is within an area designated as Employment Center in the Future Land Use Plan within the comprehensive land use plan; and

WHEREAS, the City Council has determined that the "EC" Employment Center zoning district is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan and with the Employment Center Master Plan; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 19th day of January 2017 and by the City Council of the City of Kennedale on the 23rd day of January 2017 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 2.54 acre tract in the David Strickland Survey A-1376, more particularly described as Lot 1R, Block 5, Oak Crest, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, "R-3" *Single family residential district* and "C-1" *Restricted commercial district* to "EC-2" *Employment District Office and Service 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, 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 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 23RD DAY OF JANUARY 2017.

APPROVED:

Mayor, Brian Johnson

ATTEST:

City Secretary, Leslie Galloway

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney, Wayne K. Olson

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
PROPOSED LOT 1R, BLOCK 5, OAK CREST
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS

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, 13, 14, 15, AND 16 AND A PORTION OF LOTS 6 AND 12 ALL 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 377.69 FEET TO A 5/8-INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING" IN THE FUTURE NORTHWEST LINE OF LINK STREET (A PROPOSED 50-FOOT RIGHT-OF-WAY);

THENCE SOUTH 47°26'09" WEST, ALONG SAID FUTURE NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.10 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 LEFT IN SAID NORTHWEST RIGHT-OF-WAY LINE;

THENCE WITH THE ARC OF SAID CURVE TO THE LEFT AND CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 165.16 FEET TO A 5/8-INCH IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "SHIELD ENGINEERING" IN THE COMMON SOUTHWEST LINE OF SAID LOT 12 AND THE NORTHEAST RIGHT-OF-WAY LINE OF KENNEDALE STREET (A 50-FOOT RIGHT-OF-WAY), SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 18°01'44", A RADIUS OF 524.88 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 38°27'07" WEST, 164.48 FEET;

THENCE NORTH 61°27'26" WEST, ALONG SAID COMMON SOUTHWEST LINE OF LOT 12 AND SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 19.87 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 110,791 SQUARE FEET OR 2.543 ACRES OF LAND, MORE OR LESS.

Date: January 23, 2017

Agenda Item No: DECISION ITEMS (B)

I. SUBJECT

CASE # PZ 17-02 to hold a public hearing and consider approval of Ordinance 621 regarding an amendment to the Unified Development Code, as adopted by Ordinance 605, to amend Article 5 Village Districts Section 5.3 Form and Character to add building materials standards; to amend Article 20 Natural Resource Management Sections 20.4.B and 20.4.C to amend tree protection requirements; and to amend Article 13 Landscaping, Screening, and Lighting Section 13.6.C.3 Privacy Fence to amend regulations on buffering.

II. SUMMARY

BACKGROUND AND OVERVIEW

Request	Amend UDC
Applicant	City of Kennedale
Staff Recommendation	Approve
Planning & Zoning Commission Recommendation	Approve with changes

BACKGROUND & OVERVIEW

As city staff have been working with the new Unified Development Code (UDC), we have discovered some errors and some sections that are not as clear as they should be in order to have an easy-to-use document. Staff may bring additional changes to the City Council as needed. We expect that after this year, any remaining errors of this kind will have been identified already, and the number of amendments needed will decrease.

STAFF REVIEW

Description of recommended changes

Village District standards

The Village District regulations in the Unified Development Code do not include building materials standards. We confirmed with LSL Planning that they had not intended to leave these standards out of the UDC, and they were left out in error. The proposed ordinance would add the missing building

materials standards to the UDC. The standards are based on work done by the Planning & Zoning Commission on development regulations for Village districts prior to the code update undertaken by LSL Planning. The proposed regulations require a minimum of 80% masonry on all facades and have a more restricted list of permitted masonry materials, although alternative masonry materials may be permitted if they are determined to be of similar quality and durability as the allowed materials and if they fit the overall character of the district.

Tree Protection

The city's existing tree protection requirements were incorporated into the UDC as written (adopted in 2004). Since adoption of the UDC, we have had an opportunity to take a closer look at these requirements while reviewing development plans in the past few months. It has become clear that our tree protection requirements are conflicting and also do not allow the city to accomplish the goals desired through tree protection regulations.

Conflicting regulations: The current code says that grading of a site is permitted to begin after a preliminary plat has been approved. However, site grading almost always involves removing some trees, and tree removal isn't permitted for grading until after a final plat has been approved. In these cases (which applies to most site development), grading cannot actually be permitted after preliminary plat approval.

Allowing clear cutting: One of the main goals of the tree protection regulations is to prevent clear-cutting and to encourage trees to be saved during development as much as possible. However, our regulations allow trees to be removed without any penalties (no tree replacement or fees-in-lieu are required) if the trees are within an area labeled as cut or fill on an approved grading plan. But usually the entire site under development will require at least some grading, which ends up allowing a site to be clear-cut after all; this is the opposite of what the regulations were intended to achieve.

The attached ordinance would remove the conflicting requirements and be more effective at preventing clear-cutting.

Fencing between incompatible districts

Prior to adopting the UDC, city regulations required a screening fence to be installed whenever development occurred next to a property zoned for a less intensive use. For example, if a property zoned C-1 were to be developed and was adjacent to a property zoned R-3, then the developer of the C-1 zoned property would be required to install a screening fence along the property line with the R-3 zoning. The UDC requires that instead, buffering and landscaping should be used. Staff agreed with LSL Planning's recommendation to require buffering and landscaping, as these techniques can sometimes be more effective at minimizing impacts on neighboring properties. However, we unfortunately did not realize that the fence requirement was proposed to be eliminated through the UDC. Staff recommends adding a requirement that a fence must be used when a property zoned "C-2" General commercial or "I" Industrial is located next to an agricultural or residential zoning district.

STAFF RECOMMENDATION

Staff recommends approval.

RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION

The Planning & Zoning Commission considered this case in the regular session on January 19th. The Commission requested that some of the fencing standards in place before the UDC was adopted be added to the ordinance. With this amendment, the Commission voted to approve with five in favor, one opposed, and one abstention.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 621.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 621 with the following changes [list changes].

Deny: Based on the information presented, I find that the request does not meet city requirements and make a motion to deny Ordinance 621.

ORDINANCE NO. 621

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS BY AMENDING ARTICLE 20, NATURAL RESOURCES MANAGEMENT, SECTION 20.4 NEW DEVELOPMENTS; BY AMENDING ARTICLE 13 LANDSCAPING, SCREENING, AND LIGHTING, SECTION 13.6 BUFFERING; AND BY AMENDING ARTICLE 5 VILLAGE DISTRICTS, SECTION 5.3 FORM AND CHARACTER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted a Unified Development Code that regulates 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 that otherwise regulates the development and use of properties within the city limits of the City of Kennedale; and

WHEREAS, in order to promote the public health, safety and general welfare the City Council desires to amend the Unified Development Code as provided in this ordinance; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas held a public hearing on January 19, 2017, and the City Council of the City of Kennedale, Texas held a public hearing on January 23, 2017, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, Section 22 of the Unified Development Code, and all other laws dealing with notice, publication, and procedural requirements for amending the Unified Development Code.

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

SECTION 1.

Sub-section 13.6.C.3 “Privacy Fence” of Article 13, “Landscaping, Screening, and Lighting” of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended to read as follows:

C. Privacy Fence.

1. A screening fence may be used to supplement landscaping. For the linear footage a screening fence is used, the minimum landscaping requirement shall be reduced by 75 percent. Minimum buffer width must be maintained.

2. For development within an “I” Industrial zoning district or within a “C-2” general commercial zoning district adjacent to a Type 1 zoning district (as shown in Table 13.6), a solid screening fence is required, and the minimum landscaping requirement shall be reduced by 50 percent.

a. The fence shall have a minimum height of six (6) feet and a maximum height of eight (8) feet.

b. The fence shall be of the following materials: wood, exposed aggregate tilt wall, fired masonry, or other approved masonry material. Wood fences must have metal framing.

c. A person erecting a wood fence shall ensure that the smooth side faces adjoining streets and the posts and rails face the interior of the lot.

3. To qualify for the reduction, privacy fences must meet the following requirements:

a. Six (6) foot minimum height.

b. Placed at least five (5) feet from the property line.

c. Gaps between pickets must be no greater than one-half (½) of an inch.

SECTION 2.

Section 5.3.E.1 “Building Form Standards” of Article 5, “Village District,” of the Unified Development Code of the City of Kennedale, Texas, as amended, is amended to add sub-section d, to read as follows:

d. Materials. A minimum of 80 percent masonry material is required on facades all facades, with masonry defined as brick, stone, cast stone, or stucco (3-step). Masonry materials not specifically listed above, such as cementitious fiber, granite, or glass block, may be used if permitted in writing by the director of development or designee and will be reviewed by the City according to quality, durability, and whether it fits the character of the district.

SECTION 3.

Section 20.4.B “Residential Developments” of Article 20, “Natural Resources Management” of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended to read as follows:

B. Residential Developments. All areas within street rights-of-way, utility or drainage easements as shown on a preliminary plat approved by the Planning & Zoning Commission shall be exempt from the tree protection and replacement requirements specified herein. The developer may request the Administrator to allow trees within potential building pad areas to be included in the exemption described herein. All other area shall be subject to these requirements. If trees are removed from exempt areas based on an approved preliminary plat, and a revised preliminary plat or a final plat is later approved such that the trees original exempt would no longer be exempt if still in place, such trees shall be replaced in accordance with Section 20.8.

SECTION 4.

Section 20.4.C “Nonresidential Developments” of Article 20, “Natural Resources Management” of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended to read as follows:

C. Nonresidential Development. All areas within street rights-of-way and utility or drainage easements as shown on a preliminary plat approved by the Planning & Zoning Commission, plus fire lanes, parking areas to meet minimum parking requirements, and building pad as shown on an approved site plan, shall be exempt from the tree protection and replacement requirements specified herein. Any parking areas in excess of the minimum parking requirements shall not be exempt from the tree protection and replacement requirements. In addition, trees exempted from the protection and replacement requirements due to being located in an exempt area shown on an approved preliminary plat shall be replaced in accordance with Section 20.8 if they are removed and the areas shown as exempt on the preliminary plat are no longer exempt as shown on a revised preliminary plat or a final plat.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances and of the Unified Development Code of the City of Kennedale, Texas (2016), except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

PASSED AND APPROVED ON THIS 23RD DAY OF JANUARY, 2017.

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: DECISION ITEMS - C.

I. Subject:

Consider approval of bid award and contractor for the 42nd Year Community Development Block Grant (CDBG) Project for sanitary sewer improvements on Dick Price Road with Tarrant County Community Development and Housing

II. Originated by:

III. Summary:

The city participates in the CDBG program through the Tarrant County entitlement program. The funding is disbursed through the Tarrant County Mayor's Council and is based primarily on the Mayor's attendance and involvement. The city receives funding in the odd years and based on the Mayor's involvement, the city received the maximum allocation available.

The 2017 allocation is \$171,700. Funds can only be spent on eligible activities (water, wastewater, streets, and drainage) in qualified areas based on census tract or block household or median incomes. The selected project was selected by the city following a public hearing last year and is to replace a portion of a sewer line serving homes along Dick Price Road. Circle C submitted the lowest bid of \$145,303.00 Staff recommends council recommend to Tarrant County the selection of Circle C for the 42nd year CDBG project.

Bid tabulations and engineering comments are attached.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	CDBG Bid Tabulation Report	42nd Year CDBG Bid Tabulation Report.pdf
2.	Award Recommendation Letter	42nd Year CDBG Contractor Award Recommendation Letter.pdf

BID TABULATION REPORT
42ND YEAR COMMUNITY DEVELOPMENT PROJECT
SANITARY SEWER IMPROVEMENTS FOR
200-300 BLOCK DICK PRICE ROAD
IN KENNEDALE, TX

Project Item Information				Circle C Construction			Tejas Commercial Construction			Gra-Tex Utilities			LKG Resources			BSK USA			Atkins Brothers			Fireline Services	
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value
BASE BID																							
1	8" Sewer Main (SDR-35) by Open Cut	LF	1235	\$46.00	\$56,810.00		\$48.00	\$59,280.00		\$80.00	\$98,800.00		\$55.00	\$67,925.00		\$42.00	\$51,870.00		\$135.00	\$166,725.00		\$70.00	\$86,450.00
2	6" to 8" Sewer Main Enlargement by Pipe Burst	LF	207	\$46.00	\$9,522.00		\$80.00	\$16,560.00		\$88.00	\$18,216.00		\$250.00	\$51,750.00		\$55.00	\$11,385.00		\$145.00	\$30,015.00		\$370.00	\$76,590.00
3	Remove and Dispose of SSMH	EA	3	\$800.00	\$2,400.00		\$800.00	\$2,400.00		\$600.00	\$1,800.00		\$1,200.00	\$3,600.00		\$2,500.00	\$7,500.00		\$1,500.00	\$4,500.00		\$3,600.00	\$10,800.00
4	4' Standard SSMH	EA	5	\$4,000.00	\$20,000.00		\$4,000.00	\$20,000.00		\$6,100.00	\$30,500.00		\$3,800.00	\$19,000.00		\$4,200.00	\$21,000.00		\$7,000.00	\$35,000.00		\$10,600.00	\$53,000.00
5	4' Standard Shallow SSMH	EA	1	\$3,500.00	\$3,500.00		\$3,500.00	\$3,500.00		\$3,000.00	\$3,000.00		\$2,000.00	\$2,000.00		\$3,500.00	\$3,500.00		\$6,000.00	\$6,000.00		\$3,700.00	\$3,700.00
6	Vacuum Testing	EA	6	\$200.00	\$1,200.00		\$225.00	\$1,350.00		\$200.00	\$1,200.00		\$200.00	\$1,200.00		\$800.00	\$4,800.00		\$600.00	\$3,600.00		\$1,600.00	\$9,600.00
7	Connect to Existing 4' Drop SSMH	EA	1	\$2,000.00	\$2,000.00		\$3,500.00	\$3,500.00		\$1,500.00	\$1,500.00		\$5,000.00	\$5,000.00		\$2,000.00	\$2,000.00		\$1,500.00	\$1,500.00		\$3,500.00	\$3,500.00
8	Reconnect 4" Services w/ 2 Way Cleanout	EA	13	\$800.00	\$10,400.00		\$800.00	\$10,400.00		\$1,500.00	\$19,500.00		\$800.00	\$10,400.00		\$1,500.00	\$19,500.00		\$250.00	\$3,250.00		\$2,261.54	\$29,400.02
9	4" Sewer Service (SDR-35)	LF	260	\$30.00	\$7,800.00		\$30.00	\$7,800.00		\$40.00	\$10,400.00		\$50.00	\$13,000.00		\$38.50	\$10,010.00		\$20.00	\$5,200.00		\$40.00	\$10,400.00
10	Trench Safety	LF	1235	\$5.00	\$6,175.00		\$2.00	\$2,470.00		\$1.00	\$1,235.00		\$2.00	\$2,470.00		\$12.00	\$14,820.00		\$1.00	\$1,235.00		\$2.00	\$2,470.00
11	Concrete Drive Repair	SF	260	\$12.00	\$3,120.00		\$9.00	\$2,340.00		\$13.00	\$3,380.00		\$18.00	\$4,680.00		\$63.00	\$16,380.00		\$7.00	\$1,820.00		\$30.00	\$7,800.00
12	Gravel Drive Repair	SF	60	\$8.00	\$480.00		\$6.00	\$360.00		\$5.00	\$300.00		\$15.00	\$900.00		\$30.00	\$1,800.00		\$6.00	\$360.00		\$20.00	\$1,200.00
13	Post-CCTV Inspection	LF	1442	\$3.00	\$4,326.00		\$2.00	\$2,884.00		\$3.00	\$4,326.00		\$2.00	\$2,884.00		\$10.00	\$14,420.00		\$3.00	\$4,326.00		\$5.00	\$7,210.00
14	Traffic Control	LS	1	\$1,500.00	\$1,500.00		\$1,500.00	\$1,500.00		\$500.00	\$500.00		\$3,000.00	\$3,000.00		\$2,500.00	\$2,500.00		\$1,000.00	\$1,000.00		\$7,285.00	\$7,285.00
15	Asphalt Pavement Trench Repair	SF	95	\$10.00	\$950.00		\$15.00	\$1,425.00		\$11.00	\$1,045.00		\$50.00	\$4,750.00		\$60.00	\$5,700.00		\$7.00	\$665.00		\$25.00	\$2,375.00
16	Remove and Replace Fence (Barbed Wire)	LF	165	\$15.00	\$2,475.00		\$15.00	\$2,475.00		\$10.00	\$1,650.00		\$8.00	\$1,320.00		\$30.00	\$4,950.00		\$6.00	\$990.00		\$20.00	\$3,300.00
17	Remove and Replace Fence (Chain Link)	LF	105	\$15.00	\$1,575.00		\$35.00	\$3,675.00		\$10.00	\$1,050.00		\$50.00	\$5,250.00		\$50.00	\$5,250.00		\$10.00	\$1,050.00		\$24.00	\$2,520.00
18	Remove and Replace Fence (Welded Wire)	LF	80	\$25.00	\$2,000.00		\$30.00	\$2,400.00		\$15.00	\$1,200.00		\$40.00	\$3,200.00		\$30.00	\$2,400.00		\$22.00	\$1,760.00		\$30.00	\$2,400.00
19	Remove and Replace Fence (Electric)	LF	20	\$25.00	\$500.00		\$20.00	\$400.00		\$10.00	\$200.00		\$35.00	\$700.00		\$40.00	\$800.00		\$60.00	\$1,200.00		\$24.00	\$480.00
20	Remove and Replace Fence (8' Wood)	LF	20	\$20.00	\$400.00		\$50.00	\$1,000.00		\$29.00	\$580.00		\$40.00	\$800.00		\$100.00	\$2,000.00		\$44.00	\$880.00		\$40.00	\$800.00
21	Remove and Replace Fence (Wrought Iron w/ Gate)	LF	55	\$30.00	\$1,650.00		\$60.00	\$3,300.00		\$30.00	\$1,650.00		\$60.00	\$3,300.00		\$63.60	\$3,498.00		\$55.00	\$3,025.00		\$180.00	\$9,900.00
22	Temporary Livestock Fence	LF	690	\$8.00	\$5,520.00		\$7.00	\$4,830.00		\$10.00	\$6,900.00		\$6.00	\$4,140.00		\$25.00	\$17,250.00		\$4.00	\$2,760.00		\$12.00	\$8,280.00
23	SWPPP (Erosion Control)	LS	1	\$1,000.00	\$1,000.00		\$15,000.00	\$15,000.00		\$2,500.00	\$2,500.00		\$3,000.00	\$3,000.00		\$2,500.00	\$2,500.00		\$5,000.00	\$5,000.00		\$6,800.00	\$6,800.00
Total - Base Bid					\$145,303.00			\$168,849.00			\$211,432.00			\$214,269.00			\$225,833.00			\$281,861.00			\$346,260.02
DEDUCTIVE ALTERNATE PART A																							
1	8" Sewer Main (SDR-35) by Open Cut	LF	250	\$46.00	\$11,500.00		\$48.00	\$12,000.00		\$80.00	\$20,000.00		\$55.00	\$13,750.00		\$38.00	\$9,500.00		\$135.00	\$33,750.00		\$70.00	\$17,500.00
5	4' Standard Shallow SSMH	EA	1	\$3,500.00	\$3,500.00		\$4,000.00	\$4,000.00		\$3,000.00	\$3,000.00		\$2,000.00	\$2,000.00		\$3,500.00	\$3,500.00		\$6,000.00	\$6,000.00		\$3,700.00	\$3,700.00
6	Vacuum Testing	EA	1	\$200.00	\$200.00		\$225.00	\$225.00		\$200.00	\$200.00		\$200.00	\$200.00		\$800.00	\$800.00		\$600.00	\$600.00		\$1,600.00	\$1,600.00
8	Reconnect 4" Services w/ 2 Way Cleanout	EA	2	\$800.00	\$1,600.00		\$800.00	\$1,600.00		\$1,500.00	\$3,000.00		\$800.00	\$1,600.00		\$1,500.00	\$3,000.00		\$300.00	\$600.00		\$2,100.00	\$4,200.00
9	4" Sewer Service (SDR-35)	LF	40	\$30.00	\$1,200.00		\$30.00	\$1,200.00		\$40.00	\$1,600.00		\$50.00	\$2,000.00		\$38.50	\$1,540.00		\$20.00	\$800.00		\$40.00	\$1,600.00
10	Trench Safety	LF	250	\$5.00	\$1,250.00		\$2.00	\$500.00		\$1.00	\$250.00		\$2.00	\$500.00		\$4.00	\$1,000.00		\$2.00	\$500.00		\$2.00	\$500.00
13	Post-CCTV Inspection	LF	250	\$3.00	\$750.00		\$2.00	\$500.00		\$3.00	\$750.00		\$2.00	\$500.00		\$7.50	\$1,875.00		\$3.00	\$750.00		\$5.00	\$1,250.00
16	Remove and Replace Fence (Barbed Wire)	LF	125	\$15.00	\$1,875.00		\$15.00	\$1,875.00		\$10.00	\$1,250.00		\$8.00	\$1,000.00		\$15.00	\$1,875.00		\$6.00	\$750.00		\$20.00	\$2,500.00
19	Remove and Replace Fence (Electric)	LF	20	\$25.00	\$500.00		\$20.00	\$400.00		\$10.00	\$200.00		\$35.00	\$700.00		\$40.00	\$800.00		\$60.00	\$1,200.00		\$24.00	\$480.00
20	Remove and Replace Fence (8' Wood)	LF	20	\$20.00	\$400.00		\$50.00	\$1,000.00		\$29.00	\$580.00		\$40.00	\$800.00		\$100.00	\$2,000.00		\$44.00	\$880.00		\$40.00	\$800.00
22	Temporary Livestock Fence	LF	120	\$8.00	\$960.00		\$7.00	\$840.00		\$10.00	\$1,200.00		\$6.00	\$720.00		\$25.00	\$3,000.00		\$4.00	\$480.00		\$12.00	\$1,440.00
Total - Deductive Alternate Part A					\$23,735.00			\$24,140.00			\$32,030.00			\$23,770.00			\$28,890.00			\$46,310.00			\$35,570.00
DEDUCTIVE ALTERNATE PART B																							
1	8" Sewer Main (SDR-35) by Open Cut	LF	250	\$46.00	\$11,500.00		\$48.00	\$12,000.00		\$80.00	\$20,000.00		\$55.00	\$13,750.00		\$38.00	\$9,500.00		\$135.00	\$33,750.00		\$70.00	\$17,500.00
4	4' Standard SSMH	EA	1	\$4,000.00	\$4,000.00		\$4,000.00	\$4,000.00		\$6,100.00	\$6,100.00		\$3,800.00	\$3,800.00		\$4,200.00	\$4,200.00		\$7,000.00	\$7,000.00		\$10,600.00	\$10,600.00
6	Vacuum Testing	EA	1	\$200.00	\$200.00		\$225.00	\$225.00		\$200.00	\$200.00		\$200.00	\$200.00		\$800.00	\$800.00		\$600.00	\$600.00		\$1,600.00	\$1,600.00
8	Reconnect 4" Services w/ 2 Way Cleanout	EA	2	\$800.00	\$1,600.00		\$800.00	\$1,600.00		\$1,500.00	\$3,000.00		\$800.00	\$1,600.00		\$1,500.00	\$3,000.00		\$250.00	\$500.00		\$2,100.00	\$4,200.00
9	4" Sewer Service (SDR-35)	LF	40	\$30.00	\$1,200.00		\$30.00	\$1,200.00		\$40.00	\$1,600.00		\$50.00	\$2,000.00		\$38.50	\$1,540.00		\$20.00	\$800.00		\$40.00	\$1,600.00
10	Trench Safety	LF	250	\$5.00	\$1,250.00		\$2.00	\$500.00		\$1.00	\$250.00		\$2.00	\$500.00		\$4.00	\$1,000.00		\$2.00	\$500.00		\$2.00	\$500.00
13																							



December 30, 2016

Mr. Bob Hart
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

RE: Recommendation of Award
42nd Year Community Development Project - Kennedale
Sanitary Sewer Improvements for
200-300 Block Dick Price road

Dear Mr. Hart:

The bid opening was held at the office of Tarrant County Community Development on Wednesday December 28, 2016. Seven formal bids were received at the 10:30 AM bid opening for the above referenced project which appears on the attached bid tabulation. We have reviewed the bids for accuracy and omissions and they are in order. Circle C Construction submitted the lowest total bid of \$145,303.00.

A summary of bids received is as follows:

1. Circle C Construction	\$ 145,303.00
2. Tejas Commercial Construction	\$ 168,849.00
3. Gra-Tex Utilities	\$ 211,432.00
4. LKG Resources	\$ 214,269.00
5. BSK USA	\$ 225,833.00
6. Atkins Brothers Construction	\$ 281,861.00
7. Fireline Services	\$ 346,260.02

The available 42nd Year CDBG construction funds amount to \$171,671.70; therefore, no supplemental funding will be required of the City.

Circle C Construction has successfully completed numerous sized projects for developments in Dallas/ Fort Worth and surrounding areas. We suggest the City recommend to Tarrant County the award of the 42nd Year CDBG Project to Circle C Construction in the amount of \$145,303.00.

Sincerely,

Craig H. Barnes, P.E., President
Shield Engineering Group, PLLC

Attachment

c: Brad Hearne, Tarrant County



Shield Engineering Group, PLLC

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



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: DECISION ITEMS - D.

I. Subject:

Consider authorizing the Mayor to sign agreement with the Economic Development Corporation (EDC) for the Hotel Occupancy Tax Funds

II. Originated by:

III. Summary:

When the city adopted an ordinance establishing the hotel occupancy tax, the discussion was to have the EDC serve as the entity to administer the oversight of the funds on behalf of the city. Generally cities have an EDC or a convention and visitor bureau board to do this function. The agreement is to provide for the EDC function on behalf of the city council. HOT funds are restricted in that they can only be used to promote the city and encourage visitors to visit.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	HOT Delegation Agreement	HOT Delegation Agreement.2017.pdf
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HOTEL OCCUPANCY TAX DELEGATION AGREEMENT

This Agreement ("Agreement") is entered into between the City of Kennedale, Texas ("City"), a home rule municipality of the State of Texas, and the Kennedale Economic Development Corporation ("KEDC"), a Type B corporation created pursuant to the Development Corporation Act, Texas Local Government Code, Chapter 501, (collectively, "Parties"), for the purposes and considerations stated below.

WHEREAS, chapter 351 of the Texas Tax Code allows a municipality to enact a municipal hotel occupancy tax that may be used only to promote tourism and the convention and hotel industry in the municipality; and

WHEREAS, the Kennedale City Council adopted a municipal hotel occupancy tax on July 11, 2013; and

WHEREAS, section 351.101(c) of the Texas Tax Code allows the governing body of a municipality by contract to delegate the management or supervision of programs and activities funded with revenue from the hotel occupancy tax to a person, including another governmental entity or a private organization; and

WHEREAS, the City Council desires to delegate the management and supervision of programs and activities funded with revenue from the hotel occupancy tax to the Kennedale Economic Development Corporation; and

WHEREAS, the Kennedale Economic Development Corporation agrees to faithfully execute the management and supervision of programs and activities funded with revenue from the hotel occupancy tax and is well equipped to perform those activities;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION AND DEFINITIONS

1.1 The City Council finds and determines that this Agreement is authorized and governed by Section 351.101(c) of the Texas Tax Code.

1.2 As used in this Agreement, the following terms shall have the following specific meanings:

a. The term "effective date" shall mean the date this Agreement is executed by both Parties.

b. The term "hotel tax revenue" shall mean the gross monies collected and received by City as municipal hotel occupancy tax at the rate permitted by Texas Tax Code 351.002 and

City Ordinance. Hotel tax revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

c. The term "collection period" shall mean the collection period for City's fiscal year. It will include hotel tax revenue due to City for the relevant fiscal year and collected through the 22nd day of the month following the close of the relevant fiscal year.

d. The term "contract quarter" shall refer to any quarter of the calendar year in which this Agreement is in force. Contract quarters will end on March 31st, June 30th, and September 30th and December 31st.

ARTICLE II. CITY OBLIGATIONS

2.1 For and in consideration of the activities to be satisfactorily performed by KEDC under this Agreement, City agrees to delegate to KEDC the management and supervision of programs and activities funded with the hotel tax revenue collected by City for each collection period. City agrees to pay to KEDC the hotel tax revenue collected by City for each collection period in quarterly payments.

2.2 Quarterly payments will be dependent upon City receiving all reports required herein and by section 351.101 of the Texas Tax Code. Quarterly reports are due no later than thirty (30) days after the end of each contract quarter.

2.3 It is expressly understood that this Agreement in no way obligates City's general fund or any other monies or credits of City.

2.4 City may withhold allocations if City determines that expenditures of KEDC deviate materially from their approved budget or if the reports required herein and by section 351.101(c) of the Texas Tax Code are not submitted in a complete and timely manner.

ARTICLE III. KEDC OBLIGATIONS

3.1 KEDC agrees to manage and supervise the programs and activities funded with City's hotel tax revenue. KEDC further agrees to use such hotel tax revenue only for those uses outlined in Texas Tax Code section 351.101(a), as amended.

3.2 KEDC may spend hotel tax revenue for KEDC's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Texas Tax Code section 351.101(a), as amended.

a. The portion of total administrative costs of KEDC for which hotel tax revenue may be used shall not exceed the portion of KEDC's administrative costs actually incurred in conducting the activities permitted pursuant to this Agreement.

b. Hotel tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

ARTICLE IV. RECORDKEEPING REQUIREMENTS

4.1 KEDC shall adhere to the annual budget as approved by the Kennedale City Council for each calendar year for all operations of KEDC for which the hotel tax revenue shall be used by KEDC. The records of EDC shall be set up to allow the City to audit specifically the purpose of each individual expenditure of hotel tax revenue from the separate account relating to hotel tax revenue. City shall not pay to KEDC any hotel tax revenues during any collection period of this Agreement unless a budget for such collection period has been approved in writing by the Kennedale City Council, authorizing the expenditure of funds.

4.2 KEDC acknowledges that approval of the budget by the Kennedale City Council creates a fiduciary duty in KEDC with respect to the hotel tax revenue paid by City to KEDC under this Agreement. KEDC shall expend hotel tax revenue only in the manner and for the purposes specified in this Agreement, Texas Tax Code §351.101(a) and in the budget as approved by the Kennedale City Council.

4.3 KEDC shall maintain any hotel tax revenue paid to KEDC by City in a separate account or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.4 KEDC shall maintain complete and accurate financial records of each expenditure of the hotel tax revenue made by KEDC. These funds are required to be classified as restricted funds for audited financial purposes, and may not be used for contracted services, including, but not limited to, auditing fees or attorney fees. Upon reasonable advance written request of the Kennedale City Council, the City Manager or his designee, or any other person, KEDC shall make such financial records available for inspection and review by the party making the request. KEDC understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, chapter 552, as amended.

4.5 Within thirty (30) days after the end of every contract quarter, KEDC shall furnish to City the following:

- a. a completed financial report;
- b. a list of the expenditures or copies of the invoices or receipts made with regard to hotel tax revenue pursuant to Texas Tax Code §351.101(c); and
- c. a copy of all financial records (e.g., front and back copies of cleared checks or bank statements, and other relevant documentation).

4.6 KEDC shall prepare and deliver all reports in a form and manner approved by the City Manager, or his designee. KEDC shall respond promptly to any request from the City Manager or his designee for additional information relating to the activities performed under this Agreement.

4.7 KEDC shall give the City Manager, or his designee, reasonable advance written notice of the time and place of all meetings of the governing body of KEDC, as well as any other meeting of any constituency of KEDC, at which this Agreement or any matter subject to this Agreement shall be considered.

ARTICLE V. TERM

5.1 The term of this Agreement shall commence on the effective date and terminate on December 31, 2018. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year until terminated in accordance with this Agreement. Only those expenditures authorized by Chapter 351 of the Texas Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of this Agreement.

5.2 This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice. In the event this Agreement is terminated by either party pursuant to this section, City agrees to reimburse KEDC for any contractual obligations undertaken by KEDC in satisfactory performance of those programs or activities specified in this Agreement and that were approved by the Kennedale City Council through the budget. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated herein, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement. Further, upon termination pursuant to this section, KEDC shall provide City:

a. Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to the Kennedale City Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget, the budget will be considered approved;

b. Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

c. Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period; and

d. A final accounting of all expenditures and tax funds on the day of termination. KEDC will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by KEDC after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in this Agreement, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

5.3 This Agreement shall automatically terminate upon the occurrence of any of the following events:

- a. The termination of the legal existence of KEDC;
- b. The insolvency of KEDC, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by KEDC for the benefit of creditors;
- c. The continuation of a breach of any of the terms or conditions of this Agreement by either City or KEDC for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- d. The failure of KEDC to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies KEDC of such breach.

5.4 Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

5.5 In the event that this Agreement is terminated pursuant to section 5.2 or section 5.3, KEDC agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VI. GENERAL PROVISIONS

6.1 Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by KEDC with another private entity, person, or organization for the performance of services required by this Agreement, with City's approval. In the event that KEDC enters into any arrangement, contractual or otherwise, with such other entity, person or organization, KEDC shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and Texas Tax Code Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the hotel tax revenue.

6.2 KEDC shall operate as an independent contractor as to all services to be performed under this Agreement and not as an officer, agent, servant, or employee of City. KEDC shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same, and KEDC shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. KEDC shall not be considered a partner or joint venturer with City, nor shall KEDC be considered, nor in any manner hold itself out as, an agent or official representative of City.

6.3 TO THE EXTENT PERMITTED BY LAW, KEDC AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE CLAIM OR CAUSE OF ACTION RESULTS FROM ANY NEGLIGENCE OF CITY OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

6.4 KEDC ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED AND SERVICES TO BE PROVIDED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES AND DISCHARGES CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH KEDC'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE.

6.5 KEDC shall not assign this Agreement without first obtaining the written consent of City.

6.6 Any notice required to be given under this Agreement or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060
Attn: City Manager

Kennedale Economic Development Corporation
405 Municipal Drive
Kennedale, Texas 76060
Attn: Executive Director

6.7 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and KEDC and their respective successors and assigns.

6.8 This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Tarrant County, Texas.

6.9 This Agreement contains the entire understanding and constitutes the entire agreement between the Parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties, relating to the subject matter of this Agreement, which are not fully expressed herein.

6.10 The headings and subheadings of the various sections and paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

6.11 If any section, subsection, paragraph, sentence, clause, phrase or word in this Agreement, or application thereof to any person or circumstance, is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

6.12 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term or breach of this Agreement shall be deemed waived or excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of or excuse of any other different or subsequent breach.

This Agreement was approved by the Kennedale City Council at its meeting on _____, 2017.

This Agreement was approved by the Kennedale Economic Development Corporation at its meeting on _____, 2017.

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

Bob Hart, Director

Date: _____

CITY OF KENNEDALE, TEXAS

Bob Hart, City Manager

Date: _____



Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

Agenda Item No: DECISION ITEMS - E.

I. Subject:

Review and consider contract for Animal Control services from North Texas Animal Control Authority

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Attached is a contract for temporary animal control services from the North Texas Animal Control Authority. This is a private concern providing animal control services to Dalworthington Gardens and Edgecliff Village. Due to Dianna Garcia's on-going injury issue we are without service at present other than what can be provided by on-duty police officers who aren't trained to handle animals. We are asking for a contract through the year's end to ensure that we have service until Dianna returns to duty.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	North Texas Animal Authority Contract	NTACA.pdf
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AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Kerry Payne, a private contractor, d/b/a/ The North Texas Animal Control Authority (hereinafter referred to as the "NTACA") and the City of Kennedale, a municipal entity, (hereinafter referred to as "Kennedale" or the "City").

RECITALS:

WHEREAS, Kennedale is desirous of providing its current full time animal services program with additional resources for on call, patrol, and emergency responses, and

WHEREAS, The NTACA is desirous of furnishing these desired additional resources, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide said resources at the highest level possible to Kennedale in accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall be for a term of approximately One (1) year, commencing on January 1st 2017 and ending January 1st 2018December 31, 2017. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Kennedale.

Section 3. **Scope of Services:** The NTACA hereby agrees to provide City the following services & personnel:

- a. **On-Call Services:** The NTACA will provide, at the request of the City, an on-call Animal Control Officer (“ACO”) for a Two (2) week period of every month as mutually agreed and scheduled. During the on-call period, All service calls shall be dispatched through the City Police Department directly to the NTACA. Any response requested from the City shall be responded to within 60 minutes.
- b. **Daily Patrol Services:** At the request of the Police Department, the NTACA will provide an hourly patrol service to the City in the event of an absence of their ACO or for any other reason. The City may either allow the NTACA to utilize a City owned animal control vehicle or allow the NTACA to utilize a designated vehicle owned by the NTACA.
- c. **Monthly Reports:** The NTACA will supply a report to the Police Department no later than 12:00 p.m. on the 3rd Monday following the on-call period of each month. The report shall summarize all activity within the City from the previous on-call period month.
- d. **Impoundment & boarding:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of the Kennedale Code of Ordinances or state law, which authorizes or requires the animal’s capture and impoundment. The boarding of all animals impounded for the City shall occur using current City contracted facilities.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO.

Any animal, whether licensed or unlicensed, which in the professional judgment of the NTACA and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, or which appears to have rabies, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

- e. **Private Client Relationships:** The City agrees to allow the NTACA to offer its complete line of Animal Related Services to the residents of Kennedale as individual clients where typical City services would not apply, at no other cost to the City. These services include, but are not limited to:

Pet Transportation & Taxi Services
Lost Pet Recovery Services
Deceased Pet Removal, Cremation, and Burial Services
Nuisance Wildlife Rescue & Control
Pet Insurance Programs
Escape Prevention

The resident would be considered a client of the NTACA and would be solely responsible for any fees incurred.

- f. **24 Hour Information Line:** The NTACA currently agrees to operates on a 24-hour basis and maintains that our phone lines that are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the City may take advantage of this 24 hour service so that the NTACA may better assist their individual needs.

Section 4. **Kennedale's Obligations:** The City agrees to perform the following:

- a. On-call weeks shall begin at 5:00pm on Fridays and end at 5:00pm on Fridays two weeks later. All animal control calls received during this time period will be answered by the on-call officer an NTACA ACO. City agrees to pay One-Hundred Dollars (\$100.00) per on-call week for stand-by services. An additional fee of Seventy-Five Dollars (\$75.00) will be charged for each response location by the NTACA regardless of extent of time or time of day of the call.
- b. Hourly patrol services shall apply to any amount of time requested by the City. Patrol times may vary at the request of the City and upon mutual agreement between the City and the NTACA. City agrees to pay Thirty Dollars (\$30.00) per hour of patrol requested utilizing a City owned animal control vehicle. City agrees to pay Thirty-Five Dollars (\$35.00) per hour of patrol requested utilizing an animal control vehicle owned by the NTACA.

Section 5. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving Ninety (90) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, the NTACA will be compensated for all service performed prior to termination date, which will be the date Three (3) months after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If the City fails to make payment to the NTACA within Thirty (30) days after the date of billing for any invoiced amounts, the NTACA will suspend services to the City by providing written notice of the and identify a date on which the services will be suspended. and will notify the City secretary by telephone and in writing of the date services will be suspended.
- c. City's recourse for failure of the NTACA to furnish any services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.

Section 6. **Notices & Payments:**

- a. All written notices, payments, or refunds shall be sent to the following addresses:

North Texas Animal Control Authority
P.O. Box 1358
Roanoke TX 76262

Kennedale Police Dept.
401 Municipal Drive
Kennedale TX 76060

- b. The NTACA shall provide an invoice to the City at the end of each week. City agrees to pay invoices every Two (2) weekswithin thirty days of receipt.

Section 7. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Chief of Police for the City of Kennedale and the CEO of the NTACA.

Section 8. **Jurisdiction:** By this Agreement, Kennedale grants full and complete authorization and jurisdiction to the NTACA for all services provided

by the NTACA as contained in this Agreement. Said jurisdiction shall apply to the city limits of Kennedale, Texas.

Section 9. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Tarrant County, Texas.

Section 10. **Supervision/Certification:** At all times during the term of this Agreement, all Animal Control Officers NTACA ACO's shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties.

Section 11. **Performance:** Both parties mutually agree that the NTACA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the NTACA in no way are to be considered employees of Kennedale.

Section 12. **Indemnification:** NTACA DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF NTACA, AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF NTACA, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND INVITEES, OR OTHER PERSONS FOR WHOM NTACA IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT. NTACA WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF CITY'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST CITY, CITY SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE NTACA OF ITS OBLIGATIONS UNDER THIS SECTION. The NTACA agrees to hold harmless, save and indemnify the City and its Officers for any and all claims for damages, personal injury and/or death that may be asserted against the City arising from the NTACA negligence or its performance hereunder, save and except intentional acts of gross negligence by the City. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 13. **Insurance:**

- a. NTACA shall obtain and maintain at all times during the term of this agreement liability insurance on each student in an amount of not less than Three Million Dollars (\$2,000,000) aggregate and not less than One Million Dollars (\$1,000,000) per single occurrence and shall furnish City with a certificate showing proof of such coverage and the declaration page of the policy. Such insurance policy shall name City as an additional named insured as respects any covered liability arising out of the performance of this Agreement. Coverage shall be on an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits until City has received at least forty-five (45) days' advance written notice of such cancellation or change, so that City will have the option of terminating this Agreement before the effective date of such cancellation or change. NTACA shall be responsible for notifying Town of such change or cancellation.
- b. Prior to performance of any other obligation contained herein, NTACA shall file with City required original certificates of insurance with endorsements, which shall clearly state all of the following:
 - (i) the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; policy expiration date; and specific coverage amounts; and
 - (ii) that NTACA's insurance is primary as respects any other valid or collectible insurance that City may possess; and any other insurance City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- c. Any insurance provider of NTACA shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.
- d. Any deductibles or self-insured retentions must be stated on NTACA's certificates of insurance, which shall be sent to and approved by City. The NTACA agrees to procure and maintain, at a minimum, \$1,000,000.00 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of the NTACA, its officers, employees, or agents under or pursuant to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2016 in the duplicate originals.

North Texas Animal Control Authority

City of Kennedale

By: Charles Kerry Payne, Owner

By: Brian Johnson
Mayor

Attest:

Attest:

By: Witness

By: City Secretary

Staff Report to the Honorable Mayor and City Council

Date: January 23, 2017

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
2. Waiver of Attorney/Client Privilege

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

1. 108 New Hope Road
2. 6727 Hudson Village Creek Road
3. 532 Trent Street

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

1. Discuss a 380 Agreement for Hospitality Project

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

1. Appoint Interim City Manager

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: