KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING
March 20, 2017
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

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.

II. WORK SESSION

A. Discussion of items on regular agenda

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

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

VII. VISITOR/CITIZENS FORUM

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

VIII. REPORTS/ANNOUNCEMENTS

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

A. Updates from the City Council

B. Updates from the Mayor

C. Updates from the Interim City Manager

IX. MONITORING INFORMATION

A. Monthly Financials – February 2017

B. Executive Limitations

C. Ends Review – Balanced Scorecard

X. INCIDENTAL ITEMS

A. Presentation of the 2016 Library Excellence Award from the Texas Municipal Library Directors Association

XI. REQUIRED APPROVAL ITEMS (CONSENT)

All matters listed under required approval items (consent) have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

A. Consider approval of minutes from February 27, 2017 regular meeting

B. Consider approval of a city-developer agreement for the Hilltop Addition

C. Consider approval of a contract extension for Interim City Manager

XII. DECISION ITEMS

A. CASE # PZ 17-03 to hold a public hearing and consider a request by Adlai Pennington for a replat of approximately 8.3 acres at 501 Corry A Edwards Dr and 260 3rd Street, legal description of Hilltop Addition Lots 1-15, and to include a final plat of Jacob Prickett Survey A-1225, to create Hilltop Addition Lots 1-16 Block A and Lots 1-17 Block B, and two common area lots.

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

XIII. EXECUTIVE SESSION

A. The City Council will meet in closed 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 of any item posted on the agenda and legal issues regarding amortization of nonconforming uses and proposed annexation.

1. Final Payment for Booster Pump Project

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

1. 108 New Hope Road
2. 6727 Hudson Village Creek (Kennedale Speedway Park)
3. 6820 Oak Crest West

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 March 20, 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.

Leslie Galloway

Leslie Galloway, City Secretary

Staff Report to the Honorable Mayor and City Council

Date: March 20, 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: March 20, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:
Updates from the 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: March 20, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:
Updates from the Mayor

II. Originated by:

III. Summary:

Updates and information from the Mayor.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:
Updates from the Interim City Manager

II. Originated by:

Bob Hart

III. Summary:
Updates and information from Interim City Manager, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:
Monthly Financials – February 2017

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.	Monthly Financials - February 2017	2017_02 Monthly Financials.pdf

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
FEBRUARY

FUND 99 CASH BALANCES

1201	GENERAL FUND	2,599,986
1202	DEBT SERVICE	30,975
1204	CAPITAL PROJ- ST CONSTRUCTION	57,886
1205	VEHICLE FUND	166,748
1207	STORM DRAINAGE UTILITY FUND	143,741
1210	WATER AND SEWER FUND	203,746
1212	COURT SECURITY FUND	11,808
1213	CIP FUND - 1998 CO	-
1214	PARK DEDICATION FUND	195,877
1215	ECO DEV CORPORATION	75,250
1216	COURT TECHNOLOGY FUND	4,829
1217	STREETS IMPROVEMENT FUND	232,124
1218	JUVENILE CASE MANAGER FUND	23,369
1221	KENNEDALE TIFF#1 FUND	3,809
1231	POLICE SEIZURE FUND	0
1232	LIBRARY BUILDING FUND	10,205
1234	LEOSE FUND	1,800
1241	DONATION FUND	9,470
1245	ROADWAY IMPACT FEE FUND	79,207
1261	WATER IMPACT FEE FUND	145,176
1262	SEWER IMPACT FEE FUND	109,068
1283	TREE REFORESTATION FUND	67,963
1285	UNCLAIMED PROPERTY FUND	1,990
1295	EDC FIXED ASSET/RESERVE	120,255

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	4,013,149	6,360,884	6,201,455	6,201,455	585,188	3,998,457	(54,789)	64.1%	64.5%	2,202,998
OTHER GENERAL FUNDS	362,820	1,572,545	1,645,165	1,645,165	119,760	346,184	501,200	#DIV/0!	21.0%	1,298,981
GENERAL FUND	**4,375,968**	**7,933,428**	**7,846,620**	**7,846,620**	**704,948**	**4,344,641**	**446,411**	**59.1%**	**55.4%**	**3,501,979**
GENERAL DEBT SERVICE FUND	**1,086,333**	**5,080,493**	**1,370,311**	**1,370,311**	**107,597**	**1,072,591**	**43,928**	**79.2%**	**78.3%**	**297,721**
WATER/SEWER FUND	1,240,131	6,038,341	4,991,835	4,991,835	344,361	1,395,649	589,602	28.2%	28.0%	3,596,186
STORMWATER UTILITY FUND	94,566	242,743	491,826	315,826	111,628	176,642	244,001	38.2%	35.9%	139,184
WATER IMPACT FUND	41,192	186,468	68,658	68,658	14,730	25,596	(96,382)	25.0%	37.3%	43,062
SEWER IMPACT FUND	11,201	58,300	28,315	28,315	4,071	4,203	(21,687)	22.4%	14.8%	24,111
WATER/SEWER FUND	**1,387,089**	**6,525,853**	**5,580,634**	**5,404,634**	**474,790**	**1,602,090**	**715,534**	**28.5%**	**28.7%**	**3,802,543**
EDC4B FUND	**175,806**	**627,660**	**933,227**	**933,227**	**48,219**	**181,719**	**283,373**	**27.1%**	**19.5%**	**751,509**
CAPITAL FUND	**186,973**	**860,623**	**124,020**	**124,020**	**13,284**	**29,186**	**(725,514)**	**22.0%**	**23.5%**	**94,834**
SPECIAL REVENUE FUND	**13,958**	**300,088**	**151,223**	**151,223**	**1,800**	**92,889**	**(185,578)**	**4.1%**	**61.4%**	**58,334**
TOTAL REVENUES	**$ 7,226,127**	**$ 21,328,145**	**$ 16,006,035**	**$ 15,830,035**	**$ 1,350,638**	**$ 7,323,116**	**$ 578,154**	**46.7%**	**45.8%**	**$ 8,506,919**

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	2,362,234	5,895,262	6,489,307	6,489,307	543,249	2,399,711	308,000	38.2%	37.0%	4,089,596
CAPITAL REPLACEMENT FUND	67,504	109,462	673,316	673,316	12,014	113,910	562,641	61.0%	16.9%	559,406
COURT SECURITY FUND	550	2,606	1,152	1,152	-	-	(406)	35.3%	0.0%	1,152
COURT TECHNOLOGY FUND	5,066	3,096	5,555	5,555	-	8,295	(10,531)	31.5%	149.3%	(2,740)
STREET IMPROVEMENT FUND	399,046	1,064,114	1,194,893	1,194,893	4,210	280,622	(583,391)	22.4%	23.5%	914,271
JUVENILE CASE MANAGER FUND	8,322	11,200	12,680	12,680	909	4,282	1,328	73.3%	33.8%	8,399
PARK REC/OTHER DONATION FUND	-	-	24,791	24,791	-	25,296	24,791	0.0%	102.0%	(505)
TREE REFORESTATION FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
UNCLAIMED PROPERTY FUND	-	-	-	-	-	-	-	0.0%	0.0%	-
GENERAL FUND	**2,842,723**	**7,085,740**	**8,401,694**	**8,401,694**	**560,382**	**2,832,116**	**302,432**	**35.1%**	**33.7%**	**5,569,578**
GENERAL DEBT SERVICE FUND	**1,008,686**	**5,079,006**	**1,365,627**	**1,365,627**	**762,885**	**1,054,682**	**1,760**	**74.0%**	**77.2%**	**310,945**
WATER/SEWER FUND	1,862,052	4,421,886	4,829,775	4,527,925	601,261	1,488,842	248,373	40.6%	30.8%	3,039,083
STORMWATER UTILITY FUND	29,550	130,137	571,157	571,157	16,099	92,525	381,950	15.6%	16.2%	478,632
WATER IMPACT FUND	-	171,200	154,415	154,415	-	-	(16,785)	0.0%	0.0%	154,415
SEWER IMPACT FUND	-	-	60,000	60,000	-	-	60,000	0.0%	0.0%	60,000
WATER/SEWER FUND	**1,891,601**	**4,723,224**	**5,615,347**	**5,313,497**	**617,360**	**1,581,367**	**673,538**	**38.3%**	**28.2%**	**3,732,129**
EDC4B FUND	**168,956**	**718,004**	**803,880**	**803,880**	**19,823**	**179,388**	**57,483**	**22.6%**	**22.3%**	**624,492**
CAPITAL FUND	**304,677**	**536,850**	**216,239**	**216,239**	**2,624**	**86,308**	**(664,005)**	**34.6%**	**39.9%**	**129,932**
SPECIAL REVENUE FUND	**17,973**	**254,518**	**151,222**	**140,005**	**38,653**	**79,820**	**(185,545)**	**5.3%**	**52.8%**	**60,185**
TOTAL EXPENDITURES	**$ 6,234,617**	**$ 18,397,341**	**$ 16,554,010**	**$ 16,240,943**	**$ 2,001,727**	**$ 5,813,681**	**$ 185,664**	**38.1%**	**35.1%**	**$ 10,427,262**

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
FEBRUARY

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	116,033	291,243	283,123	283,123	78,642	161,961	(10,455)	39.5%	57.2%	121,162
MAYOR/CITY COUNCIL	27,046	94,108	140,157	140,157	9,448	43,449	51,481	30.5%	31.0%	96,708
CITY SECRETARY	42,228	136,655	160,328	160,328	18,799	55,538	13,166	28.7%	34.6%	104,791
MUNICIPAL COURT	31,573	121,408	121,230	121,230	8,621	42,481	(5,456)	24.9%	35.0%	78,749
HUMAN RESOURCES	46,227	119,141	122,616	122,616	10,844	52,608	(1,948)	37.1%	42.9%	70,009
FINANCE	172,217	312,129	296,688	296,688	62,524	132,316	(27,243)	53.2%	44.6%	164,372
POLICE	841,272	2,093,230	2,381,270	2,381,270	132,516	848,824	163,126	0.0%	35.6%	1,532,446
FIRE	647,116	1,692,949	1,826,031	1,826,031	128,825	617,557	107,917	37.7%	33.8%	1,208,474
COMMUNITY DEVELOP	137,594	409,154	332,442	332,442	25,914	109,348	(107,038)	31.3%	32.9%	223,094
SENIOR CITIZEN CENT	18,279	48,148	54,612	54,612	1,842	16,613	535	33.8%	30.4%	37,998
LIBRARY	98,964	251,830	259,591	259,591	23,466	101,923	5,468	38.9%	39.3%	157,668
NONDEPARTMENTAL	183,684	325,268	511,218	511,218	41,809	217,093	118,447	46.8%	42.5%	294,125
TOTAL EXPENDITURES	**$ 2,362,234**	**$ 5,895,262**	**$ 6,489,307**	**$ 6,489,307**	**$ 543,249**	**$ 2,399,711**	**$ 308,000**	**38.2%**	**37.0%**	**$ 4,089,596**

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	407,137	1,210,463	1,704,198	1,704,198	99,372	280,021	360,423	30.3%	16.4%	1,424,177
WATER OPERATIONS	647,412	1,181,360	1,477,946	1,477,946	135,673	464,472	(242,336)	37.6%	31.4%	1,013,475
DEBT	450,087	170,941	511,309	511,309	308,222	461,034	5,837	89.0%	90.2%	50,274
CAPITAL	-	-	301,850	301,850	14,413	45,704	301,850	0.0%	15.1%	256,146
NONDEPARTMENTAL	357,415	1,859,122	834,472	834,472	57,994	283,314	(177,401)	35.3%	34.0%	551,157
TOTAL EXPENDITURES	**$ 1,862,052**	**$ 4,421,886**	**$ 4,829,775**	**$ 4,829,775**	**$ 615,673**	**$ 1,534,546**	**$ 248,373**	**40.6%**	**31.8%**	**$ 3,295,229**

STREET IMPROVEMEN	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	353,298	939,911	712,452	712,452	55,162	252,264	(925,831)	21.6%	35.4%	460,188
PARKS MAINTENANCE	45,748	124,202	116,409	116,409	4,210	28,358	(23,591)	32.7%	24.4%	88,051
CAPITAL	-	-	366,032	366,032	1,940	281,561	366,032	0.0%	76.9%	84,471
TOTAL EXPENDITURES	**$ 399,046**	**$ 1,064,114**	**$ 1,194,893**	**$ 1,194,893**	**$ 61,312**	**$ 562,183**	**$ (583,391)**	**22.4%**	**47.0%**	**$ 632,710**

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	60,521	335,951	270,167	270,167	11,847	69,865	93,701	18.2%	25.9%	200,302
DEBT SERVICE	89,623	318,692	323,419	323,419	4,627	87,152	3,526	28.0%	26.9%	236,267
TOWN SHOPPING CEN	18,813	44,622	120,295	120,295	3,349	22,372	69,811	37.3%	18.6%	97,923
TOWNCENTER REDEVI	-	-	90,000	90,000	-	-	-	0.0%	0.0%	90,000
TX LEVERAGE	-	18,739	-	-	-	-	(50,000)	0.0%	0.0%	-
TOTAL EXPENDITURES	**$ 168,956**	**$ 718,004**	**$ 803,880**	**$ 803,880**	**$ 19,823**	**$ 179,388**	**$ 117,038**	**23.4%**	**22.3%**	**$ 624,492**

KENNEDALE
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Staff Report to the Honorable Mayor and City Council

Date: March 20, 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

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2100 | Fax: 817-478-7169

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 stair, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.

2. Retaliate against any staff member for non-disruptive expression of dissent.

3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.

4. Allow staff to be unprepared to deal with emergency situations.

The city maintains current personnel policy and orientation handbook. City operations are in compliance with the treatment of staff policy. Kelly Cooper works well with staff to ensure polices are followed. Succession planning is underway for public works and police.

POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: EMERGENCY CITY MANAGER SUCCESSION

In order to protect the Council from sudden loss of the City Manager Services, the City Manager shall not permit there to be less than one other person familiar enough with Council and City Manager issues and procedures to be able to maintain organization services.

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: March 20, 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:

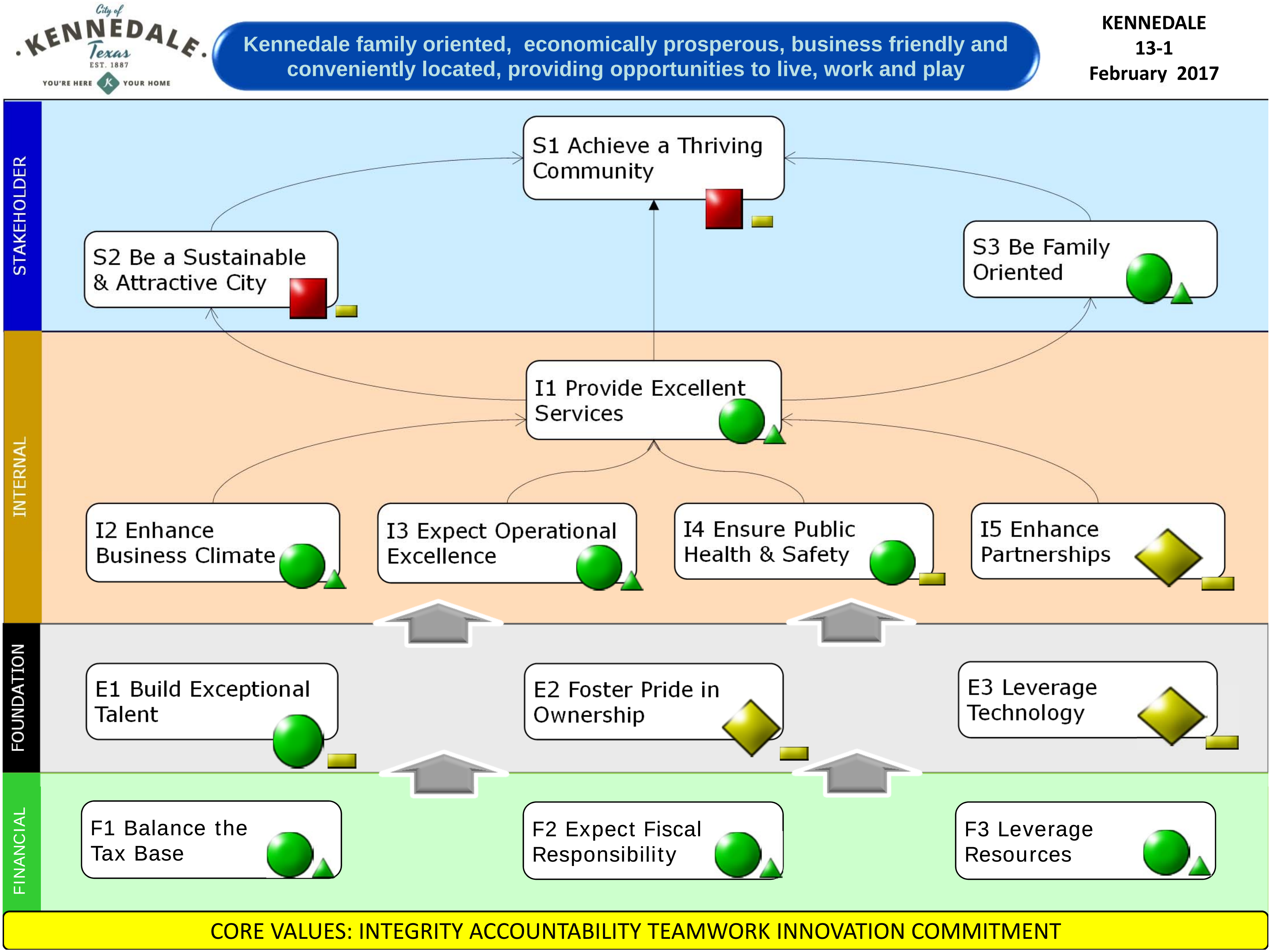
V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	February 2017	Kennedale Strategy feb 2017.pdf


City of
KENNEDALE
Texas
EST. 1887
YOU'RE HERE YOUR HOME
Kennedale family oriented, economically prosperous, business friendly and conveniently located, providing opportunities to live, work and play
KENNEDALE
13-1
February 2017
STAKEHOLDER
S1 Achieve a Thriving Community
S2 Be a Sustainable & Attractive City
S3 Be Family Oriented
INTERNAL
I1 Provide Excellent Services
I2 Enhance Business Climate
I3 Expect Operational Excellence
I4 Ensure Public Health & Safety
I5 Enhance Partnerships
FOUNDATION
E1 Build Exceptional Talent
E2 Foster Pride in Ownership
E3 Leverage Technology
FINANCIAL
F1 Balance the Tax Base
F2 Expect Fiscal Responsibility
F3 Leverage Resources
CORE VALUES: INTEGRITY ACCOUNTABILITY TEAMWORK INNOVATION COMMITMENT

Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

Agenda Item No: INCIDENTAL ITEMS - A.

I. Subject:
Presentation of the 2016 Library Excellence Award from the Texas Municipal Library Directors Association

II. Originated by:

III. Summary:
Libby Holtmann, Library Director of Plano Public Libraries will present Mayor Johnson and the Kennedale Public Library with the 2016 Library Excellence Award from the Texas Municipal Library Directors Association.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Award Letter	2016 Library Excellence Award Letter.pdf
2.	Library Award Press Release	2017_02.10 Library Excellence Award.pdf

Texas Municipal Library Directors Association

January 17, 2017

Honorable Mayor Brian Johnson
City of Kennedale
405 Municipal Dr.
Kennedale, TX 76060

Dear Mayor Johnson,

Congratulations are in order to the Kennedale Public Library. You have been awarded the 2016 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.

Of the 548 public library systems in the State of Texas, only 43 received the 2016 award. The Kennedale Public Library has demonstrated excellence in all ten areas required to qualify..

Please accept our sincere congratulations to a library that provides quality services and programs for the continued education and personal enrichment of its citizens.

Again, congratulations on this achievement.

Sincerely,

Libby Holtmann

Libby Holtmann, Plano Public Library System
Achievement of Library Excellence Award Committee
Texas Municipal Library Directors Association
An Affiliate Organization of the Texas Municipal League

Kennedale Receives Library Excellence Award

The Kennedale Public Library is honored to have received the 2016 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association. Only 43 of the 548 public libraries in Texas earned this award, which recognizes libraries for their commitment to service and the enrichment of the community they serve, demonstrated by:

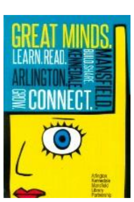
- SUMMER READING PROGRAM
- FOCUS ON UNDERSERVED POPULATIONS
- ENHANCED SERVICE OFFERINGS
- ROBUST MARKETING MATERIALS
- POLICIES AND PROCEDURES
- PROGRAMMING FOR ALL AGES
- LITERACY SUPPORT
- COLLABORATIVE EFFORTS
- ONGOING STAFF TRAINING
- LIBRARY WEB PRESENCE

In its ongoing efforts to reach all audiences, the Kennedale Library recently began offering Hoopla, an app that allows cardholders to access more than 500,000 free CDs, movies, comic books, eBooks, TV shows, and audiobooks – all from your phone or tablet. Each cardholder can check out five titles per month, and there's an optional kid-safe filter.

"Our number one priority is to better patrons' lives through education and service," said Library Director Amanda King. "We want the library to be a community hub that connects, educates, and empowers residents of all ages, and I think we're achieving that."

Weekly programs include Crochet Club (Tuesdays at 6:00 p.m.), Babygarten (Tuesdays at 11:00 a.m.) Storytime (Wednesdays at 10:30 a.m.), LEGO® Club (Fridays at 4:00 p.m.), and Family Movie Matinees (Saturdays at 3:00 p.m.), Golden Reader's Book Club (first Fridays at 10:00 a.m. at the Senior Center). Watch for "Sew Cute!" in May, and the **Mayor's Summer Reading Club**, which kicks off at June 3, 2017 at 2:00 p.m. in the Community Center. View all upcoming dates at www.cityofkennedale.com/cal.

In addition to programs, the Kennedale Public Library circulated 20,288 items during 13,307 visits in 2016, and offered 129 programs to the community. More than 6,800 people currently have a Kennedale Public Library card. If you're not one of them, please stop by the library at 316 W 3rd Street with a photo I.D. and a second pre-printed proof of address (*e.g., utility bill or lease*). For more information, please call 817-985-2136 or visit www.kennedalelibrary.org.



DID YOU KNOW?

The Kennedale Public Library partners with other local libraries to expand its offerings. Any Kennedale resident with a Kennedale Public Library consortium card can also check out items from any Arlington or Mansfield library. Or, if you'd prefer, we can request materials from those libraries and hold it for you at the circulation desk.

Visit www.morelibrary.org/info/getting-started for more information.

PRESS CONTACT
Leslie Galloway, City Secretary & Communications Coordinator
lgalloway@cityofkennedale.com | 817-985-2104

Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

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

I. Subject:
Consider approval of minutes from February 27, 2017 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 Regular Meeting Minutes - February 27, 2017	2-27-17.pdf

KENNEDALE CITY COUNCIL

MINUTES
REGULAR MEETING
February 27, 2017
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 5:31 p.m.

II. WORK SESSION

A. Presentation of the annual audit – Comprehensive Annual Financial Report (CAFR)

Finance Director Krystal Crump introduced Paula Lowe from Pattillo Brown and Hill. Paula Lowe provided an overview of the report, noting that the independent auditor's report states Pattillo, Brown and Hill performed the audit under all regulations and typical practices. She added that the last page of table of contents shows a 10 year overview.

B. Discussion of items on regular agenda

No items were discussed at this time.

III. EXECUTIVE SESSION

Mayor Johnson recessed into executive session at 5:49 p.m.

A. The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, and duties of the City Manager.
1. Interview candidates for City Manager position

RECONVENED INTO OPEN SESSION AT 6:49 P.M.
No action was taken

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

Mayor Johnson recessed into second executive session at 7:42 p.m.

C. 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 (Kennedale Speedway Park)
3. 6820 Oak Crest West

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

Mayor Johnson reconvened into open session at 7:58 p.m.
No action required.

V. REGULAR SESSION

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

VI. ROLL CALL

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

VII. INVOCATION

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

VIII. UNITED STATES PLEDGE AND TEXAS PLEDGE

IX. VISITOR/CITIZEN'S FORUM

Rockie Gilley, 220 South Dick Price Road stated that last September the City commissioned a survey be conducted by UTA. The overall respondents found Kennedale to be a safe place to live. Overall, they were unhappy with the quality of the water, the water and sewer rates, and said the city could use some cleaning up. There were 300 respondents, which is probably 5% of all adults. A question was asked, of the three services offered by Kennedale, which needs the most improvement? He provided percentages to this question. In closing, he asked Council to review the survey and listen to the citizens' concerns.

Jan Joplin, 204 Hilltop stated that she would like to respond to the reply given to her in the December letter. The biggest question she had was what happened to the $800,000 that was said to be used for sewer repairs. She added that this question was not answered. The Kennedale News followed up with Mr. Hart, where he addressed the $800,000 as an estimate. She stated that she is not going for that explanation and thinks this is a huge issue. We were told an amount of $800,000 and it wasn’t a true statement. She added that Bob Hart mentioned that she asked about the SOBs; and she only wanted to make it clear that she was questioning the amount spent to close them. She also wants to know what the expected cost and timeline will be to close the racetracks and salvage yards,

Jack Thompson, 129 Sunny Meadows Drive, Burleson stated that he was here on behalf of the Kennedale Chamber. He announced that the Chamber would be hosting a candidate forum in April, and as soon as the venue and date are selected they will post the information on the Chamber's Facebook page and website.

X. REPORTS/ANNOUNCEMENTS

A. Updates from the City Council

Councilman Kelly Turner stated that he had attended the bimonthly REPAC and EPPC meetings; noting that both of these are NCTCOG committees that meet regarding emergency preparedness.

B. Updates from the Mayor

Mayor Brian Johnson stated that he and George Campbell attended the SETTP meeting. He noted that Proposition 1 and Proposition 7 in transportation funding will not be increased, as expected. This will once again push back the 20/820/287 interchange improvement project. Brian also expressed well wishes to Krystal as she leaves Kennedale for a position at White Settlement. And, on a sad note, he expressed condolences to Councilman Mike Walker, whose mother passed away Saturday.

C. Updates from the Interim City Manager

Interim City Manager George Campbell stated that in the last 21 days, he has met a lot of residents and heard a lot of great things. George also wished Krystal well. In closing, he stated that he has a lot to learn about the city, and that staff have been incredibly positive and supportive as he learns what's going on.

XI. MONITORING INFORMATION

A. Monthly Financials – January 2017

B. Executive Limitations

C. Ends Review – Balanced Scorecard

Monitoring information updates are in the agenda packet for review.

XII. INCIDENTAL ITEMS

A. Discuss and approve the budget calendar for FY2017

Finance Director Krystal Crump provided an overview of the budget calendar for the fiscal year 2016-17. She highlighted the dates for the budget workshop, the planning session, and the budget kickoff.

XIII. REQUIRED APPROVAL ITEMS (CONSENT)

A. Consider approval of amended minutes from January 14, 2017 special meeting

B. Consider approval of minutes from January 23, 2017 regular meeting

C. Consider approval of minutes from February 11, 2017 special meeting

D. Consider approval of minutes from February 17, 2017 special meeting

E. Consider acceptance of the Vineyards subdivision (Phases 1 and 2)

F. Review and accept an amended racial profiling data sheet

G. Consider approval of an interlocal agreement with Tarrant County for roadway striping

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

XIV. DECISION ITEMS

A. **CASE # PZ 17-04** to hold a public hearing and consider approval of Ordinance 622 regarding an amendment to the Unified Development Code (UDC), as adopted by Ordinance 605, to amend Article 10 General Provisions for All Districts Section 10.17 “Walls and Fences” and Article 13 Landscaping, Screening, and Lighting Sections 13.6 “Buffering” and 13.8 “Screening.”

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 last month Council approved updates to the screening regulations; at that time Council members and Planning and Zoning requested specific updates to the screening regulations when you have topographical changes. The purposed changes would require the use of a berm or retaining wall when needed.

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

There was no further discussion.

Motion To approve Ordinance 622 amending the Unified Development Code. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Kelly Turner.
Motion passed Unanimously

B. Discuss and consider approval of independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2016

Paula Lowe with Pattillo Brown and Hill provide the presentation of the Comprehensive Annual Financial Report (CAFR) for fiscal year end, September 30, 2016. She informed the Council that they have an unmodified opinion on these financial statements, and that is the highest opinion that can be written. There were no items to bring to Council's attention.

Councilman Mike Walker stated that there have been some feelings in the community that Patillo, Brown and Hill are in some way connected to our past city manager. He questioned if she was aware of any kind of connection? Ms. Lowe replied no. Mayor Johnson asked how many cities they provide auditing services for. She replied 50 to 60 other cities.

Councilman Kelly Turner requested a 5th grade explanation of what the CAFR is? Ms. Lowe stated that their responsibility as auditors is to come in and look at the numbers and supporting documentation and to be able to say that the financial statements aren't misleading to the users. She continued, stating that as part of that process, there are standards that must be met, and normally they work in-house on the audit for 3-4 weeks. Councilman Frank Fernandez questioned how long the firm has been in business? She replied, since 1923. Frank asked if they have ever been asked to do a forensic audit. Paula stated yes, but it is not typical. Mayor Johnson stated that the city does follow standard accounting practices and internal controls. Paula stated that this was correct.

Motion To approve the 2016 Comprehensive Annual Financial Report. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Frank Fernandez.
Motion passed Unanimously

APPROVED:

ATTEST:

____
Brian Johnson, Mayor

____
Leslie Galloway, City Secretary

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

Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

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

I. Subject:
Consider approval of a city-developer agreement for the Hilltop Addition

II. Originated by:

III. Summary:
As part of approving final plats, city code requires approval of a city-developer agreement. This agenda item is to consider approval of the agreement between the City of Kennedale and the developer of the Hilltop Addition (MKP Development).

The agreement describes the respective responsibilities assigned to the City and the developer in terms of infrastructure and facilities to be provided. The agreement uses the City's standard language for city-developer agreements and addresses topics such as who is responsible for the costs of installing water and sewer lines and street lights and the bonds we require a developer to have.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Hilltop City-Devloper Agreement	Hiltop CDA.pdf

CITY OF KENNEDALE

DEVELOPER'S AGREEMENT

FOR THE

HILLTOP ADDITION

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into on the ____ day of ________, 2017, between the City of Kennedale, Texas, hereinafter referred to as the "CITY", and MKP Development, whose address is 1375 Gilman Rd, Fort Worth, Texas, hereinafter referred to as the "DEVELOPER."

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

WHEREAS, the CITY has approved such platting and/or development which requires the construction of community facilities and improvements to serve the Addition as provided herein; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and its successors, heirs, assigns, grantees, trustees and representatives; and

WHEREAS, the DEVELOPER has agreed to create a homeowner's association for the Addition which shall be considered to be a successor and assign of the DEVELOPER for purposes of carrying out future obligations of the DEVELOPER pursuant to this Agreement.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. ZONING, PLATTING and ADDITION PLANNING

All property owned by the DEVELOPER and located within the limits of the Addition shall be zoned and platted in accordance with the Zoning Ordinance and the Subdivision Ordinance of the CITY before any Building Permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting.

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the Addition.

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the Subdivision Ordinance and other Regulations of the CITY, and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Ordinance of the CITY and this Agreement.

The DEVELOPER shall employ a civil engineer licensed to practice under Chapter 1001 of the Texas Occupations Code for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting. Such documents shall be approved by the City Engineer or his agent prior to approval and filing of a Final Plat/Replat. Construction of such improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction.

In accordance with the subdivision regulations and the Unified Development Code of the CITY, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement, the Unified Development Code, and any other applicable development regulations, the DEVELOPER shall deliver to the CITY the following As-Built construction plans for the public improvements constructed or engineered by the DEVELOPER:

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One FULL PDF Set;
5. One Blue-Line copy of the executed ("filed") Final Plat sheet;
6. One 11" X 17" copy of the Final Plat Sheet;
7. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
8. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
9. Shapefiles (GIS) providing the location of water and sanitary sewer layout and storm drain layout. The shapefiles shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

No building permits will be issued for the Addition until all public improvements have been installed and inspected and a Letter of Acceptance has been issued by the City.

C. CONSTRUCTION BONDS

Prior to initiating any construction for the Addition, the construction contractor(s) for the DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND
   A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing the full and faithful execution of the work and performance of this contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The Performance Bond shall guarantee completion of the improvements within one year of execution of this Agreement.

2. PAYMENT BOND
A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

3. MAINTENANCE BOND
A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the facilities for a period of two (2) years from and after the date that a Letter of Acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its Mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

D. STREETS

1. In conjunction with the platting and development of the Addition, all required on-site and off-site street improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the Developer's engineer and accepted by the CITY prior to the issuance of any Building Permit. Streets shall be constructed of portland cement and the DEVELOPER shall install curb and gutter in accordance with CITY standards or with the standards published in the North Central Texas Council of Government's *Public Works Construction Standards*, whichever is stricter. The CITY shall assume maintenance responsibilities of any public street improvements installed by the DEVELOPER once the two-year maintenance bond is released. The DEVELOPER shall be responsible for maintenance of all private drives or access ways.

2. Street lighting shall be installed by TXU Delivery Company or its agent ("TXU") in accordance with a street lighting layout plan provided by TXU and approved by the City Engineer or his agent. The DEVELOPER shall be responsible for the installation costs of any required street lighting as provided herein.

E. SIDEWALKS

Sidewalks are required to be installed by the Home Builder before a final inspection shall be approved in accordance with the CITY's Unified Development Code or Public Works Design Manual.

F. UTILITIES

1. WATER
All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system once the two-year maintenance bond is released.

2. SANITARY SEWER
All required on-site and off-site sanitary sewer mains, manholes and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the sewer system once the two-year maintenance bond is released.

3. DRAINAGE
All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other Federal, State and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees

to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's Subdivision Ordinance and the Construction Plans. The DEVELOPER agrees to comply with all provisions of the Texas Water Code. The City shall assume maintenance responsibilities of the drainage facilities once the two-year maintenance bond is released, with the exception of the detention facilities, which will be maintained by the DEVELOPER.

G. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

2. The CITY notes to the Developer that along the South side of the Addition, a 12-inch diameter water main exists for connection.

3. The CITY notes to the Developer that along the South side of the Addition, a 6-inch diameter sanitary sewer main exists for connection. A sanitary sewer manhole is required for 6-inch and larger connections.

4. The DEVELOPER agrees to pay for all costs associated with connecting or looping to the existing water system on Corry A Edwards Drive as indicated on the approved plans.

H. FEES TO BE PAID BY THE DEVELOPER

1. PLAT FEES
The DEVELOPER has paid the CITY for all plat fees. The replat and final plat was approved by the CITY on March 20, 2017.

2. CONSTRUCTION INSPECTION FEES
The DEVELOPER hereby agrees to pay the CITY construction

inspection fees equal to four percent (4%) of the construction costs of water and sanitary sewer infrastructure improvements and four percent (4%) of the construction costs of street and drainage improvements for the Addition. Payment is due prior to initiating construction of these infrastructure improvements.

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

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

5. PARK FEES
Required park fees (in lieu of dedication of park land) shall be paid by the DEVELOPER before construction of the public improvements. The park fee for the Addition is calculated as follows: $1200.00 per lot.
$1200 X 33 lots = $39,600.00.

6. PUBLIC UTILITIES
The DEVELOPER agrees to pay the public utility companies (Charter Communications Cable Company, SBC Telephone Company, TXU Energy Company, TXU Gas Company and TXU Delivery Company) for their required costs of main installations, for street lighting, etc. for the Addition.

I. GENERAL CONDITIONS

1. LAW COMPLIANCE

The DEVELOPER agrees to comply with all federal, state and local laws that are applicable to development of the Addition.

2. EROSION CONTROL

During construction of the Addition and after the streets have been installed, the DEVELOPER agrees to keep the streets free from soil build-up. The DEVELOPER agrees to use soil control measures such as silt screening, hydromulch, etc., to prevent soil erosion. It will be the DEVELOPER'S responsibility to present to the City Engineer a soil control development plan that will be implemented for the Addition. When, in the opinion of the City Engineer or his agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have twenty-four (24) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the twenty-four (24) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the Addition at the DEVELOPER'S expense. All expenses incurred by the CITY in doing so must be paid to the CITY prior to acceptance of the Addition.

3. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

4. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The DEVELOPER agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the DEVELOPER shall defend and protect the CITY against all such claims and demands. The DEVELOPER shall replace any plants, trees, or grass that die with the same type of plant, tree, or grass that is the same size and in the same stage of growth as the landscaping that died.

5. VENUE
Venue for any action brought hereunder shall be in Tarrant County, Texas.

6. ASSIGNMENT
This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the Mayor, which consent shall not be unreasonably withheld.

7. HOMEOWNERS' ASSOCIATION
DEVELOPER shall create a Homeowners' Association for the purpose of assuming the responsibility for continuing maintenance of facilities and infrastructure that are the responsibility of DEVELOPER. The provisions for the creation and operation of the Homeowners' Association shall be a covenant running with the land and shall provide for adequate funding of the Homeowners' Association for purposes of carrying out the obligations of this Agreement. The provisions for the creation and operation of the Homeowners' Association shall be subject to approval by the CITY.

J. FINAL ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE

The CITY will not issue a Letter of Acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Addition.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a Letter of Acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the Letter of Acceptance is issued.

K. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance or any other ordinance of the CITY.

L. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF

THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER DOES HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

M. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the City Council of the CITY.

N. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further Certificates of Occupancy or building permits on property owned by the DEVELOPER, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the DEVELOPER'S property; and in the alternative, the CITY shall be authorized to levy an assessment against the DEVELOPER'S property for public improvements in accordance with applicable state law.

O. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and representatives. The use of the term DEVELOPER in this Agreement shall include the DEVELOPER'S successors, heirs, assigns, grantees, trustees and representatives.

P. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

Q. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER and the CITY shall file said release in the county records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

DEVELOPER: MKP Development

By: ______________________ 3/3/17
Adlai Pennington Date

CITY OF KENNEDALE

By: ______________________ ______________________
Brian Johnson, Mayor Date

ATTEST:

By: ______________________________
Leslie Galloway, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared __________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the President of _________________________ and that he executed the same on behalf of _________________________ for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of ________, 2017.

____
Notary Public in and for the State of Texas

____
Type or Print Notary's Name

My Commission Expires: _________________

Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

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

I. Subject:
Consider approval of a contract extension for Interim City Manager

II. Originated by:

III. Summary:
On February 2, 2017, Council approved a Professional Consulting Services Agreement with George Campbell to provide professional city management consultant services through March 31, 2017. The attached amendment provides for extended services until such time the agreement is terminated by either party.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Amended Professional Consulting Services Agreement	Kennedale Consulting Agreement Extension - GC.pdf

FIRST AMENDED PROFESSIONAL CONSULTING SERVICES AGREEMENT

This First Amended Professional Consulting Services Agreement is made and entered into as of the 20th day of March, 2017, by and between the City of Kennedale, a Texas Municipal Corporation, located at 405 Municipal Dr. Kennedale, Texas ("City") and George Campbell, ("Campbell") (collectively, the "parties").

WHEREAS, the parties executed a Professional Consulting Services Agreement on February 2, 2017 ("Agreement") in which Campbell agreed to provide consulting services for the City for a period of two months.

WHEREAS, parties now wish to modify the term and compensation provided in the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual undertakings herein contained, the parties agree as follows:

I.

The Agreement is hereby amended to amend Paragraphs A. and B. to read as follows:

A. Term of Engagement. The City hereby engages Campbell's professional city management consultant services until such time as this Agreement is terminated by either party ("Consultancy Term"). The Consultancy Term may be terminated by either party through written notice to the other party provided not less than fourteen days in advance of the desired termination date.

B. Compensation. The City agrees to pay to Campbell for professional city management consultant services during the Consultancy Term, at a monthly rate of Twelve Thousand, Five Hundred Dollars ($12,500) ("Consultancy Compensation"). Payment shall be made in monthly installments payable on or before the last day of each month following receipt of an invoice from Campbell for management consulting services. In the event of termination, the Consultancy Compensation shall be pro-rated to the termination date. Campbell agrees to work the number of hours necessary to perform the Services provided herein. Campbell acknowledges and agrees that he is an independent contractor under the terms of this Agreement, and the City will not deduct or withhold any applicable federal, state or local tax or employment withholdings or deductions resulting from this consultancy compensation.

II.

All other terms and conditions of the Agreement shall remain unchanged,

{INTENTIONALLY LEFT BLANK}

I HAVE READ THIS FIRST AMENDED PROFESSIONAL CONSULTING SERVICES AGREEMENT AND I UNDERSTAND ALL OF ITS TERMS. I ENTER INTO AND SIGN THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITH FULL KNOWLEDGE OF WHAT IT MEANS.

IN WITNESS WHEREOF, the City of Kennedale, Texas has caused this Agreement to be executed by its duly authorized Mayor, and Campbell has executed this Agreement to be effective the 1st day of April, 2017 (the "Effective Date").

CITY OF KENNEDALE, TEXAS

BY: ________________________
BRIAN JOHNSON, MAYOR

ATTEST:
LESLIE GALLOWAY, CITY SECRETARY

BY: ___________________

APPROVED AS TO LEGAL FORM:
WAYNE OLSON, CITY ATTORNEY

BY: ___________________

____
GEORGE C. CAMPBELL

STATE OF TEXAS §
§
COUNTY OF TARRANT §

On the ___day of March, 2017, before me, the undersigned, personally appeared __________________, personally known or proved to me to be the individual whose name is subscribed to the above instrument and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed this instrument.

____
Notary Public, State of Texas

KENNEDALE
Planning and Zoning Commission
www.cityofkennedale.com

STAFF REPORT TO THE PLANNING & ZONING COMMISSION

Date: March 20, 2017
Agenda Item No: REGULAR ITEMS (A)

I. SUBJECT

CASE # PZ 17-03 to hold a public hearing and consider a request by Adlai Pennington for a replat and final plat of approximately 8.3 acres at 501 Corry A Edwards Dr and 260 3rd Street, legal description of Hilltop Addition Lots 1-15 and Jacob Pricket Survey A-1225, to create Hilltop Addition Lots 1-16 Block A and Lots 1-17 Block B, and two common area lots.

II. SUMMARY

This staff report describes the current status of the property—including a brief history of recent zoning and platting activities—the requirements for approval, and the staff recommendation.

By state law, plats that comply with the city's comprehensive land use plan and with all applicable development regulations must be approved. Staff's assessment, provided below, is that the plat meets all requirements for approval. However, state law still requires a public hearing.

The Planning & Zoning Commission recommendation is provided at the end of the report. As you will see, the Commission voted to recommend approval.

OVERVIEW	
Request	Replat and final plat
Applicant	Adlai Pennington
Location	Corry A Edwards Dr / 3rd St
Surrounding Uses	Single family residential, commercial, civic/government (across the street)
Surrounding Zoning	Old Town sub-districts 2, 3, and 4
Future Land Use Plan Designation	Downtown Village
Staff Recommendation	Approve (as required by state law)
Planning & Zoning Commission Recommendation	Approve

CURRENT STATUS OF PROPERTY

The majority of this property was originally platted in the 1950s as a 15-lot subdivision. The replat, if approved, would eliminate the original 15-lot layout with a cul-de-sac and create 33 residential lots and two common-area lots (one is a drainage easement lot) with a through-street. The Commission considered a replat for this property in 2013, but the case was withdrawn by the applicant in order to resolve some engineering issues. At that time, the proposed plat retained the original plat's cul-de-sac street with only one entrance, located off 3rd St, and required a variance. The plat now includes one additional parcel of land that will provide a connection to Corry A Edwards Dr. With the addition of this parcel and the resulting through-street, no variance is needed.

The property is zoned as a combination of planned development district (approved in 2013) and Old Town sub-district 2 (approved in June 2016). The minimum lot width and depth required in the OT-2 district is the same as what was required under the previous zoning. The planned development district has the same lot width requirement but a larger lot depth requirement.

Standard/Regulation	Current zoning – PD	Current zoning – OT-2	Previous – Old Town
Lot Width Lot Depth Minimum Lot Area	50' 110' 5,500 sq ft	50' 80' 5,000 sq ft	50' 80' 5,000 sq ft
Minimum building size (livable area)	1,350 sq ft	1,500 sq ft	1,000 sq ft
Front Setback Side Setback, interior Side Setback, corner Rear Setback	15' 5' 15' (adjacent to r-o-w) 5'	10' 5' 5' 15'	20' 5' 5' 15'

SURROUNDING PROPERTIES & NEIGHBORHOOD

Surrounding land uses are primarily single family residential, although there are some adjacent commercial uses. There are also a small number of duplex residential uses nearby. Zoning on surrounding properties is Old Town (sub-districts 2, 3, and 4).

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The property is designated as Downtown Village in the Future Land Use Plan.

The plat complies with the zoning district requirements, which were created in recent years specifically to allow implementation of the Downtown Village character district.

SUMMARY

The plat complies with the comprehensive land use plan.

CITY DEVELOPMENT REQUIREMENTS

Replats and final plats must submit utility / engineering drawings and drainage plans meeting city development requirements.

City staff and the city's engineers reviewed the construction plans for compliance with the city's regulations for subdivisions. The plat drawing was also checked for compliance with the city's technical requirements for plats. The plans are now sufficient for plat approval.

PLANNING REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR PLAT DRAWINGS. The plat drawing meets the technical requirements for plat drawings. It also meets the requirements of the Hilltop planned development district and the Old Town sub-district 2 single family residential zoning district.

SUBDIVISION REGULATIONS & PUBLIC WORKS DESIGN MANUAL

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

STAFF RECOMMENDATION

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

PLANNING & ZONING COMMISION RECOMMENDATION

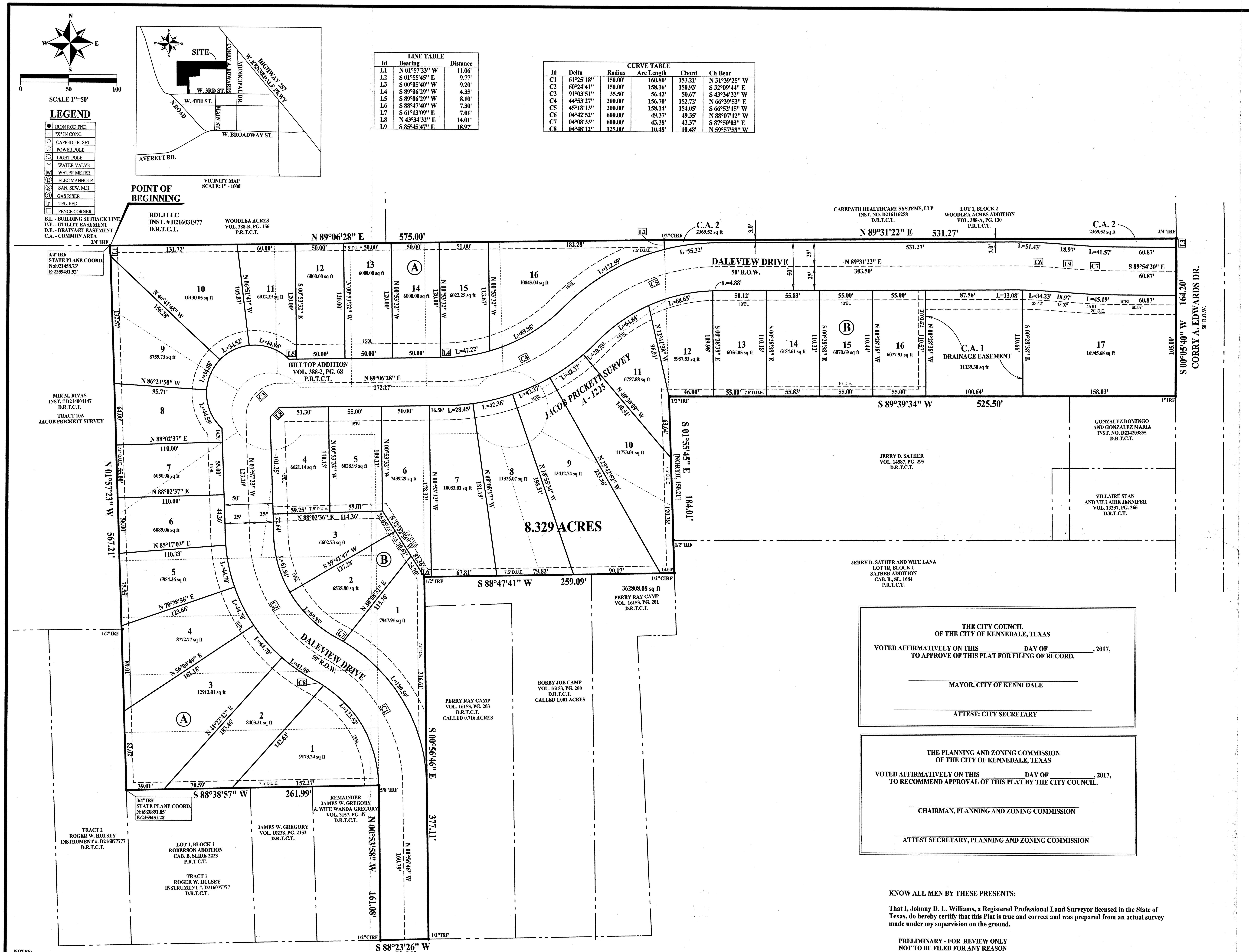
The Planning & Zoning Commission considered this case during its meeting on March 16. The Commission held a public hearing, during which a few residents spoke against the replat. Their concerns included drainage and housing values. The Commission discussed the drainage plans at length with input from the city's engineer. The chairman noted the work being done to address the drainage issues, as well how this replat alleviates other problems stemming from the original 1950s plat, such as traffic concerns from having only one entrance and the cul-de-sac that did not meet current codes. After determining the plat met city requirements, the Commission voted to recommend approval.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the plat meets city requirements for plats and make a motion to approve Case PZ 17-03.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements with the exception of [state what doesn't meet the requirements] and make a motion to approve Case PZ 17-03 with the following conditions [list conditions].

Deny: Based on the information presented, I find that the proposed plat does not meet [list standards or requirements not met] and make a motion to deny Case PZ 17-03.



LINE TABLE		
Id	Bearing	Distance
L1	N 01°57'23" W	11.06'
L2	S 01°55'45" E	9.77'
L3	S 00°05'40" W	9.20'
L4	S 89°06'29" W	4.35'
L5	S 89°06'29" W	8.10'
L6	S 88°47'40" W	7.30'
L7	S 61°13'09" E	7.01'
L8	N 43°34'32" E	14.01'
L9	S 85°45'47" E	18.97'

CURVE TABLE					
Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	61°25'18"	150.00'	160.80'	153.21'	N 31°39'25" W
C2	60°24'41"	150.00'	158.16'	150.93'	S 32°09'44" E
C3	91°03'51"	35.50'	56.42'	50.67'	S 43°34'32" W
C4	44°53'27"	200.00'	156.70'	152.72'	N 66°39'53" E
C5	45°18'13"	200.00'	158.14'	154.05'	S 66°52'15" W
C6	04°42'52"	600.00'	49.37'	49.35'	N 88°07'12" W
C7	04°08'33"	600.00'	43.38'	43.37'	S 87°50'03" E
C8	04°48'12"	125.00'	10.48'	10.48'	N 59°57'58" W

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE CORRELATED TO THE TEXAS STATE PLANE SYSTEM NAD 83 TEXAS NORTH CENTRAL ZONE (4202), OBSERVATIONS TAKEN ON FEBRUARY 5, 2015.

2. NO PORTION OF THIS SITE IS WITHIN AN EXISTING 100 YEAR FLOOD PLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 48439C0340 K, MAP REVISED SEPTEMBER 25, 2009.

3. ALL EASEMENTS AND LOT LINES THAT APPEAR IN HILLTOP ADDITION, AS RECORDED IN 388-2, PAGE 68, PLAT RECORDS, TARRANT COUNTY, TEXAS, TO BE ABANDONED BY THIS PLAT.

4. THE DETENTION POND WILL BE MAINTAINED BY THE REQUIRED PROPERTY OWNER'S ASSOCIATION, MANDATED BY THE KENNEDALE CITY CODE.

PROPERTY DESCRIPTION

BEING an 8.329 acre tract of land out of the Jacob Prickett Survey, Abstract No. 1225, situated in the City of Kennedale, Tarrant County, Texas, and being all of that certain tract of land described in Memorandum of Option Contract to MKP Developement, LLC, recorded in Instrument Number D216114961, Deed Records, Tarrant County, Texas, and all of Lots 1-15, of Hilltop Addition, as recorded in Volume 388-2, Page 68, Plat Records, Tarrant County, Texas. The bearings for this description are based on the bearing of the south line of Lot 1, of said Hilltop Addition. Said 8.329 acres being described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron rod found at the northwest corner of said Hilltop Addition;

THENCE South 89°59'33" East, with the north line of said Hilltop Addition, a distance of 575.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found at the northeast corner of said Hilltop Addition, and being at the northwest corner of said Pennington tract, and also being in the south line of Lot 1, Block 2, Woodlea Acres Addition, recorded in Volume 388-A, Page 130, Plat Records, Tarrant County, Texas;

THENCE South 89°34'40" East, with the common line of said Lot 1, Block 2, Woodlea Acres Addition, and said Pennington tract, a distance of 531.27 Feet to a ¾" iron rod found at the northeast corner of said Wakeland tract, same being the southeast corner of said Lot 1, Block 2, Woodlea Acres Addition, and being in the west right of way line of Corry A. Edwards Dr., a 50' public right of way;

THENCE South 00°59'39" West, with the said west right of way line, a distance of 164.20 Feet to a 1" iron rod found at the southeast corner of said Pennington tract;

THENCE North 89°26'28" West, departing the said west right of way line, and continuing along the south line of said Pennington tract, a distance of 525.50 Feet to the southwest corner of said Pennington tract, and being in the east line of said Hilltop Addition, from which a ½" iron rod found bears South 89°26'28" East, a distance of 0.60 Feet;

THENCE along the east, south, and west lines of said Hilltop Addition, the following courses and distances:

South 01°01'46" East, a distance of 184.01 Feet to a ½" iron rod with plastic cap found;

South 89°41'40" West, a distance of 259.09 Feet to a ½" iron rod found;

South 00°02'48" East, a distance of 377.11 Feet to a ½" iron rod found;

South 89°17'25" West, a distance of 50.01 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found;

North 00°00'00" West, a distance of 161.08 Feet to a 5/8" iron rod found;

South 89°32'55" West, a distance of 261.99 Feet to a 3/4" iron rod found;

North 01°03'25" West, a distance of 567.21 Feet to the POINT OF BEGINNING and containing a computed area of 8.329 Acres, more or less.

KNOW ALL MEN BY THESE PRESENTS:
That, MKP Developement, LLC., and acting through its authorized representative, and Peggy Wakeland, do hereby certify that we are the legal owners of the above described tract of land and do hereby convey to the public for public use; the streets, alleys, rights-of-way, easements, and any other public areas shown on this plat.

____
MKP Developement, LLC,- Adlai Pennington

____
Peggy Wakeland

STATE OF TEXAS }{
COUNTY OF TARRANT }{

Before me, the undersigned Notary Public ion and for said county and State on this day personally appeared Adlai Pennington, known to me to be the person whose name is subsscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____day of ____________, 2017.

____
Notary Public in and for Tarrant County

My commission expires: ____________/____________/__________

STATE OF TEXAS }{
COUNTY OF TARRANT }{

Before me, the undersigned Notary Public ion and for said county and State on this day personally appeared Peggy Wakeland, known to me to be the person whose name is subsscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____day of ____________, 2017.

____
Notary Public in and for Tarrant County

My commission expires: ____________/____________/__________

THE CITY COUNCIL
OF THE CITY OF KENNEDALE, TEXAS

VOTED AFFIRMATIVELY ON THIS ____________DAY OF ____________, 2017,
TO APPROVE OF THIS PLAT FOR FILING OF RECORD.

____
MAYOR, CITY OF KENNEDALE

____
ATTEST: CITY SECRETARY

THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KENNEDALE, TEXAS

VOTED AFFIRMATIVELY ON THIS ____________DAY OF ____________, 2017,
TO RECOMMEND APPROVAL OF THIS PLAT BY THE CITY COUNCIL.

____
CHAIRMAN, PLANNING AND ZONING COMMISSION

____
ATTEST SECRETARY, PLANNING AND ZONING COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

That I, Johnny D. L. Williams, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

PRELIMINARY - FOR REVIEW ONLY
NOT TO BE FILED FOR ANY REASON

JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818
TBPLS FIRM REG. NO. 10138500

02/16/2017
Date

Phone Number: 817-560-2916

FINAL PLAT
OF
LOTS 1-16, BLOCK A;
LOTS 1-17, AND CA-1 & CA-2, BLOCK B
HILLTOP ADDITION
BEING
8.329 ACRES
OUT OF THE
JACOB PRICKETT SURVEY, ABSTRACT NO. 1225,
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS,
AND BEING A REPLAT OF LOTS 1-15, OF HILLTOP
ADDITION, AS RECORDED IN VOLUME 388-2, PAGE 68,
PLAT RECORDS, TARRANT COUNTY, TEXAS.

ENGINEER	OWNER	OWNER	SURVEYOR:
HICKMAN CONSULTING ENGINEERS, INC. 3094 COUNTY ROAD 1024 FARMERSVILLE, TX. 75442 (972)784-2499 - OFFICE (972)793-8654 - FAX CONTACT: MARK H. HICKMAN, P.E. FIRM NO. F-12172	PEGGY WAKELAND PO BOX 616 KENNEDALE TX 76060-0616	MKP DEVELOPEMENT, LLC 1375 GILMAN RD FORT WORTH TX 76140 CONTACT: ADLAI PENNINGTON	WHITFIELD - HALL SURVEYORS REGISTERED PROFESSIONAL LAND SURVEYORS 3559 WILLIAMS ROAD, SUITE 107 FORT WORTH , TEXAS 76116 (817) 560-2916 TBPLS FIRM REG. NO. 10138500

THIS PLAT RECORDED IN INSTRUMENT NUMBER ______________, DATE __________, 2017

PCS 2013/13-204 HILLTOP ADDITION/13-204 REPLAT 01-19-2017 .PCS

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Staff Report to the Honorable Mayor and City Council

Date: March 20, 2017

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:
A. The City Council will meet in closed 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 of any item posted on the agenda and legal issues regarding amortization of nonconforming uses and proposed annexation.

1. Final Payment for Booster Pump Project

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

1. 108 New Hope Road
2. 6727 Hudson Village Creek (Kennedale Speedway Park)
3. 6820 Oak Crest West

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments: