

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | May 21, 2018

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 §551.071, Texas Government Code, 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. Interviews for various Advisory Boards and Commissions
- B. Discuss Arlington Water Contract negotiations
- C. Discuss potential appointments to Charter Study Committee
- D. Discussion regarding a compensation survey and a climate survey being conducted for the Police and Fire Departments
- E. Discussion regarding budgeting strategies for Fiscal Year 2019
- F. Hold a discussion and provide staff direction regarding calling of a public hearing to consider the business climate in the City of Kennedale
- G. Discussion of the process to be used for the City Manager's annual performance review
- H. Discussion of items on Regular Session

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 address 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 Councilmembers 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 specific matters listed below, the City Council may receive reports about items of community interest, including but not limited to recognition of individual officials, citizens, or departments, information regarding holiday schedules, and upcoming or attended events.

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

- C. Updates from the Mayor
 - Recognition of Public Works Director Larry Ledbetter's service to the City of Kennedale
 - Recognition of Fire Chief Mike McMurray's service to the City of Kennedale

IX. MONITORING INFORMATION

- A. Monthly Financials – April 2018
- B. Schedule of Investment Activity for quarter ending March 31, 2018
- C. Monthly EDC Financials and Activity Report

X. INCIDENTAL ITEMS

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 City Council. If discussion is desired, an item can be removed from the Consent Agenda and considered separately.

- A. Consider approval of minutes from March 19, 2018 regular meeting
- B. Consider approval of minutes from April 16, 2018 regular meeting
- C. Consider approval of minutes from April 23, 2018 special meeting
- D. Discuss and consider acceptance of independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2017
- E. Consider approval of Ordinance 642, reappointing Municipal Judge Bill Lane to a two-year term and approval of a two-year extension of the municipal judge's contract
- F. Consider approval of tax collection contract with Tarrant County
- G. Consider Approval of Amendment 2 to the Engineering Contract with Freese and Nichols for the TxDOT New Hope Road Bridge Replacement Project
- H. Consider approval of the engineering contract with Freese and Nichols for the local match projects related to the New Hope Road Bridge TxDOT Bridge Replacement Project
- I. Consider approval of Resolution 525, authorizing the Mayor to sign the Advanced Funding Agreement (AFA) for the New Hope Road Bridge Replacement Project with TXDOT

XII. DECISION ITEMS

- A. **CASE # PZ 18-01** to conduct a public hearing, receive comments, and consider approval on a request by Skoburg Retail Corp., for a Zoning change and Concept Plan for approximately 23.1 acres from "AG" Agricultural District to "PD" Planned Development District for a new neighborhood consisting of 92 single-family lots on property located at 1118 and 1132 Kennedale Sublett Road, legal description of Lots 4R1 & 3B1, JM Estes Home Tracts, Tarrant County, Texas.
 - 1. Staff Presentation
 - 2. Applicant Presentation
 - 3. Public Hearing
 - 4. Applicant Response
 - 5. Staff Response and Summary
- B. Discuss and provide staff direction regarding the creation of a new bank account specifically for the Kennedale Economic Development Corporation and/or combined utility funds

- C. Consider making appointments to fill vacancies on various Advisory Boards and Commissions

XIII. EXECUTIVE SESSION

The City Council may meet in Closed Session at any time during the Work Session or the Regular Session, pursuant to the following sections of the Texas Government Code:

Section 551.071 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, legal issues regarding the Open Meetings Act, and the following:

- A. Appointment and removal authority regarding members of City Boards and Commissions
- B. Briefing on Arlington Water Contract

Section 551.074 deliberation of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

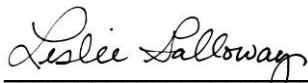
- C. Discussion of City Manager's Annual Evaluation

XV. ADJOURNMENT

In compliance with the Americans with Disabilities Act (ADA), 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 May 21, 2018 agenda was posted on the bulletin board next to the main entrance of City Hall, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times, and that said agenda was posted at least 72 hours preceding the scheduled time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



LESLIE GALLOWAY, CITY SECRETARY



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - A.

I. Subject:

Interviews for various Advisory Boards and Commissions

II. Originated by:

III. Summary:

Decision Item (C) related to this Work Session Item.

New Applicants:

- Linda Miller, KKB (*scheduled for 5:30 p.m.*)
- Lauren Warn, KKB (*scheduled for 5:30 p.m.*)
- Chad Wandel, P&Z (*scheduled for at 5:45 p.m.*)
- Susan Thomas, KKB (*awaiting a response; attempting to schedule for 5:45 p.m.*)
- Jeff Nevarez, P&Z (*previously interviewed*)

CURRENT BOARD MEMBERSHIPS

Board of Adjustment & Building Board of Appeals (BOA/BBA)

Eric Elam, Place 1
Josh Altom, Place 2
Perry Clementi, Place 3
Martin Young, Place 4
Lana Sather, Place 5
Jeff Nevarez, Place 6 (Alternate)
Josh Virnoche, Place 7 (Alternate)
VACANT, Place 8 (Alternate)
Azam Shaikh, Place 9 (Alternate)

Economic Development Corporation (EDC) Board

Stan Seat, Place 1
Pat Turner, Place 2
Ronald Whitley, Place 3
Robert Mundy, President, Place 4
Ralph Grimes, Place 5
Mark Yeary, Vice President, Place 6
Councilmember Sandra Lee, Place 7

Keep Kennedale Beautiful (KKB)

Cesar Guerra, Place 1
Darlene Winters, Place 2
Vinita Thomas, Place 3
Michael Chandler, Chair, Place 4
Wilda Turner, Place 5
Dora Ann Markle, Place 6
VACANT, Place 7
Laurie Sanders, Vice Chair, Place 8
Daniel Medina, Place 9

Library Advisory Board

Daniel Medina, Place 1
Josh Virnoche, Place 2
Stan Seat, Place 3
Rebecca Clark, Chair, Place 4
Donald Rawe, Place 5

Parks & Recreation Board

David Deaver, Chair, Place 1
Jeff Nevarez, Place 2
Michael Chandler, Vice Chair, Place 3
Gary Swan, Place 4
Phil Wallace, Place 5
Josh Hayes, Place 6
VACANT, Place 7

Planning & Zoning Commission (P&Z)

Lary Adkins, Place 1, Vice Chair
VACANT, Place 2
Daniel Medina, Place 3
VACANT, Place 4
Sheldon Gerron, Place 5
Jadey James, Place 6
John Hivale, Place 7
VACANT, Place 8 (Alternate)
Kayla Hughes, Place 9 (Alternate)

Tax Increment Reinvestment Zone (TIRZ) Board

Robert Mundy, Chair, Place 1
VACANT, Place 2
Lary Adkins, Place 3
Councilmember Rockie Gilley, Place 4
Jeni McGarry (Tarrant County Representative), Place 5
Scott Rule (Hospital District (JPS) Representative), Place 6
Mark McClendon (Tarrant County College (TCC) Representative), Place 7

TownCenter Development District (TDD) Board

EDC President Robert Mundy, Chair, Place 1
EDC Vice President Mark Yeary, Place 2
Mayor Brian Johnson, Vice-Chair, Place 3
Councilmember Sandra Lee, Place 4
VACANT, Place 5

Utility & Infrastructure Board (UIB)

Harry Browne, Place 1
Tayyab Yunus, Place 2
VACANT, Place 3
Robb Lecuyer, Chair, Place 4
Tom Newsom, Place 5
Stephen Mora, Place 6
Mark Perkins, Place 7

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	BoardApplicants_05.2018	BoardApplicants_05.2018.pdf
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Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - B.

I. Subject:

Discuss Arlington Water Contract negotiations

II. Originated by:

George Campbell, City Manager

III. Summary:

This item was added to the agenda at the request of the Council. City staff will provide a brief presentation regarding the current status of ongoing discussions with the City of Arlington relative to the purchase of water and the maintenance and operation of the Kennedale Utility System. The attached PowerPoint summarizes the current status of contract discussions. Additional confidential information may also be provided in Closed Session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Kennedale Arlington Water Collaboration PPT	Kennedale Arlington Water Collaboration PPT.pdf
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ARLINGTON/KENNEDALE COLLABORATION

- Previous discussion – Oct. 10, 2017
Informal Report to Council Mayor and
Council on possible interlocal
cooperation agreement



COLLABORATION GOALS

- Arlington will take responsibility for operation and maintenance of Kennedale Water and Wastewater System.
- Kennedale will retain ownership of all utility assets in place at time of agreement.
- Kennedale, inside City, water and sewer rates will be transitioned to Arlington rates or an alternate rate structure that will significantly reduce costs for Kennedale residents.
- Eligible Kennedale employees will be hired by Arlington and have access to wages and benefits currently available to similar employees.



COLLABORATION GOALS

- Kennedale will transition its water supply to Arlington to the fullest extent possible.
- Arlington will honor all existing contractual obligations of Kennedale that cannot be eliminated by the change in operation responsibility.
- The agreement will have a term which will allow the Cities to evaluate the viability of the collaboration.



SYSTEM COMPARISON

	City of Kennedale	City of Arlington
# of Water Accounts	2,927	102,757
# of Sewer Accounts	2,551	100,932
O & M Budget	\$ 1,649,405.00	\$ 10,428,845.00
O & M Costs per Customer (Water/Sewer)	\$ 301.10	\$ 51.20
Average Water Bill	\$ 57.83	\$ 28.29
Average Sewer Bill	\$ 55.61	\$ 29.66
Monthly Fixed Fee for Water	\$ 26.00	\$ 10.30
Monthly Fixed Fee for Sewer	\$ 36.00	\$ 12.94
Average Residential Usage	8,000 W/4,000 S (est)	7,000 W/4,000 S
Average Total System Usage	11,000 W/9,000 S (est)	12,000 W/9,000 S
Employees (Full-time and Part-time)	10.50	178.50
Customers per Employee (W/S customers)	522	1,141
Water/Sewer Accounts Added 2013-2017		4,692



CONTRACT HIGHLIGHTS

- Initial term of 2 years – renewable in 5-year increments.
- Annual maintenance and repair limit.
- Single maintenance expenditure limit.
- Kennedale employees (approx. 10) may be offered employment in same or similar positions, subject to successful results on all pre-employment screenings.



CONTRACT HIGHLIGHTS

- Kennedale retains ownership of all system assets.
- Funding is provided in Arlington's fee to construct an interconnect to deliver Arlington water to Kennedale.
- Arlington will provide Kennedale with an annual capital improvement plan.
- Kennedale will grant Arlington transmission rights for water distribution at a set fee with a fee adjustment formula.



Both parties perceive this collaboration will be financially beneficial to the residents of Arlington and Kennedale.





QUESTIONS?

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - C.

I. Subject:

Discuss potential appointments to Charter Study Committee

II. Originated by:

III. Summary:

NEW INFORMATION

At the request of the City Council, discussion of this item was postponed from the Monday, April 16 Work Session until today's meeting when input could be received from the newly-elected Councilmembers in Places 2 and 4.

The City of Kennedale's original Home Rule Charter was written in 1997 and adopted in 1998, and has since been amended once (in 2016). Both the original and current charters can be accessed at www.cityofkennedale.com/charter.

From the April 16 Staff Report:

At the Thursday, February 15 Regular Meeting, City Council discussed several potential Charter amendments and Mayor Brian Johnson asked that Councilmembers forward their nominations for three members for a Charter Review Committee, which would also include himself and Councilmembers Rockie Gilley and Sandra Lee.

The following are the nominations received thus far:

NOMINEE	NOMINATED BY
Mayor Brian Johnson	Council
Councilmember Sandra Lee	
Councilmember Rockie Gilley	
Linda Rhodes	Brian Johnson
Pat Turner	
Timothy Brestowski	
Tom Newsom	Rockie Gilley
Bob Gruenhagen	
Eric Elam	
Mike Walker	Liz Carrington
Charles Overstreet	
John Clark	

Loree Boyd	Sandra Lee
John Golden	
Sara Johnson	
Pat Vader	Kelly Turner
Robert Mundy	
Jeff Nevarez	
Chris Stroncek	Jan Joplin
Martha Elrod	
Gail Uranga	

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Alternative Actions (see below)

VII. Alternative Actions:

Council discussion and further direction as requested.

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - D.

I. Subject:

Discussion regarding a compensation survey and a climate survey being conducted for the Police and Fire Departments

II. Originated by:

III. Summary:

This item was added to the agenda at the request of two members of Council. Since the reports regarding these two surveys have not yet been delivered to nor assessed by the City Manager, staff may not be prepared to discuss the results or recommendations at the May 21 meeting.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - E.

I. Subject:

Discussion regarding budgeting strategies for Fiscal Year 2019

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

This item was added to the agenda at the request of two Councilmembers.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - F.

I. Subject:

Hold a discussion and provide staff direction regarding calling of a public hearing to consider the business climate in the City of Kennedale

II. Originated by:

George Campbell, City Manager

III. Summary:

This item was added to the agenda at the request of two Councilmembers.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - G.

I. Subject:

Discussion of the process to be used for the City Manager's annual performance review

II. Originated by:

George Campbell, City Manager

III. Summary:

The City Manager's permanent appointment was effective April 1, 2017. Pursuant to the City Manager's employment agreement, an annual performance review will be performed and annual goals may be developed by mutual agreement of the City Council and the City Manager.

If the attached form is deemed by the City Council as appropriate for use as a review mechanism, it is recommended that each Councilmember return their completed form to City Secretary Leslie Galloway (lgalloway@cityofkennedale.com) by 5:00 p.m. Tuesday, June 14, 2018. The completed evaluation instruments would then be distributed to all members in time for a Closed Session discussion at the Council's next Regular Meeting on Monday, June 18.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Alternative Actions (see below)

VII. Alternative Actions:

Council discussion and direction regarding the performance review process is respectfully requested.

VIII. Attachments:

1.	CM_PerformanceReview_2018	CM_PerformanceReview_2018.pdf
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CITY MANAGER PERFORMANCE EVALUATION

Evaluation Period: April 1, 2017 to Current

Each Councilmember should complete this evaluation form, sign below, initial the remaining pages, and return to City Secretary Leslie Galloway (lgalloway@cityofkennedale.com) by 5:00 p.m., Tuesday, June 14, 2018.

A discussion of the responses is scheduled for the Executive Session of the Monday, June 18, 2018 meeting.

SIGNATURE

PRINTED NAME

DATE

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties, "self-starter"

_____ Exercises good judgment

_____ Displays enthusiasm, cooperation, and will to adapt

_____ Mental and physical stamina appropriate for the position

_____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: WORK SESSION - H.

I. Subject:

Discussion of items on Regular Session

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

At this time, Council may choose to discuss any item on the 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: May 21, 2018

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates from the City Council

II. Originated by:

III. Summary:

Updates and information from City Council Members, 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: May 21, 2018

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates from the City Manager

II. Originated by:

III. Summary:

Updates and information from City Manager George Campbell, 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: May 21, 2018

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Updates from the Mayor

- Recognition of Public Works Director Larry Ledbetter's service to the City of Kennedale
- Recognition of Fire Chief Mike McMurray's service to the City of Kennedale

II. Originated by:

III. Summary:

Updates and information from Mayor Brian Johnson, including:

Larry Ledbetter, Public Works Director | September 2007 – March 2018

During more than a decade of service to the City of Kennedale, Larry oversaw the expansion of Sonora Park and the addition of TownCenter and Rogers Farm Parks. He orchestrated numerous projects that made the water system more robust and reliable including contracting with the City of Fort Worth as an additional water source, installation of a 16" water line, instituting chloramine in the water treatment process, installing energy-saving equipment, repairing aging wastewater lines utilizing Community Development Block Grant (CDBG) funding, and reducing Inflow and Infiltration – saving money on wastewater treatment costs.

Mike McMurray, Fire Chief | March 2008 – May 2018

For more than a decade, Chief McMurray led the City of Kennedale's three-shift department of dedicated Fire Fighters, EMTs, and Paramedics who aim to provide the highest quality fire rescue and emergency medical response to our community. He has been dedicated to securing grant funding to keep his responders safe. In 2016, KFD received a \$20,000 grant from Firehouse Subs Public Safety Foundation for new turnout gear and \$5,000 in grants from Koch Pipeline through their Helping Heroes Program. His excellent relationships within the community also recently resulted in Speed Fab-Crete generously providing much-needed repairs to the Fire Station at no cost to the City.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Biographies_LLandMM	Biographics_LLandMM.pdf
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PUBLIC WORKS

Larry Ledbetter | *Since September 2007*
817-985-2171 | lledbetter@cityofkennedale.com



Larry graduated from Northwood University in 1991 with a BBA, and is licensed by TCEQ as a B-Class Water Operator and Waste Water Operator. He has 40 years' experience in local government, including the Cities of Aledo and Arlington. During his career, he has served as the Texas Water Utilities Association (TWUA) Pretreatment and Environmental Section Chairman and has written numerous articles for the TWUA Journal. Larry has received numerous awards, including the TWUA Lifetime Achievement Award and the Pretreatment and Environmental Section, FILE Award. He has been a guest speaker and instructor at numerous EPA Region 6 and TWUA conferences and workshops. Larry co-authored a white paper (*The Tale of Two Cities*) for the Texas Section American Water Works Association (TAWWA), received Haz-Mat certification through Texas A&M, and was a Haz-Mat first-responder for the City of Arlington Fire Department for 10 years. Locally, he's a charter member of the Kennedale Rotary Club.

WHAT I DO FOR KENNEDALE

During his tenure, Larry has vastly improved both the city's infrastructure and the working environment in the Public Works Department. The last three inspections by TCEQ resulted in zero violations; the Kennedale Water Utility is now a TCEQ Advisory City; the city added TownCenter and Rogers Farm Parks and expanded Sonora Park; many streets have been rebuilt or newly constructed; the water system was made more robust and reliable by adding the City of Fort Worth as an additional water source and installing a 16" water line. Larry has also instituted chloramine as our water treatment chemical, improved the booster pump, installed energy-saving equipment, repaired aging waste water lines utilizing Community Development Block Grant (CDBG) funding, reduced Inflow and Infiltration (I&I) – saving money on waste water treatment costs, installed automated metering system through Global Water FATHOM, and implemented valve box cleaning and valve exercising protocols. Under his leadership, the City of Kennedale Public Works Department now maintains excellent working relationships with TCEQ, Tarrant County, and neighboring municipalities – all of which prove professionally and financially beneficial. Another of Larry's priority is promoting professionalism, personal development, and training among his staff – which he sees as one of the best in the business. He has been known to say that his staff and the services they provide have gone from 0-100.

AWAY FROM WORK

Larry grew up in the country, and now spends most of his free time at his ranch working cattle, repairing fences, farming, ranching, hunting, and fishing. It's a lifestyle that requires hard work, but one he really enjoys – and definitely gets him plenty of exercise. He enjoys classic rock, country, Green Day, Jimmie Hendrix, and Stevie Ray Vaughn; and provides guitar, bass, and vocals in a band with his friends at special events. Larry enjoys reading about the Old West, and one of his favorite books is *Lonesome Dove*. One of his favorite movies is *Raiders of the Lost Arc* – one of the greatest, ground-breaking cinematic marvels.

FIRE DEPARTMENT

Mike McMurray | *Since March 2008*
817-985-2151 mmcmurray@cityofkennedale.com

Mike is a Texas Master Firefighter who retired from the Hurst Fire Department as Battalion Fire Chief before coming to Kennedale. He has an AA Degree in Fire Protection Technology from Tarrant County College and is a Fire Service Chief Executive Officer. His excellent relationships within the community recently led to Carl Hall of Speed Fab-Crete offering to send his crew out to perform some much-needed repairs on the Fire Station, at no cost to the city. Mike is also dedicated to securing grant funding to keep his responders safe. In 2016, KFD received a \$20,000 grant from Firehouse Subs Public Safety Foundation for new turnout gear, and a grant from Koch Pipeline through their Helping Heroes program. Mike is devoted to hiring dedicated Fire Fighters, EMTs, and Paramedics who will provide the highest quality fire rescue and emergency medical response. The department takes great pride in their ability to serve customers in an average response time of four minutes or less. The department maintains a strong mutual-aid partnership with all of the suburban cities in South Tarrant County as well as Arlington and Fort Worth. Mike is well-known for having created a widely used Incident Command Template in the form of a macro-enabled Microsoft Excel file. This tool vastly improves the organization, management, and tracking of Fire and Rescue resources during emergency incidents and training simulations. He freely shares this template for use by other fire officers at www.cityofkennedale.com/ics. *(Attribution to Chief McMurray is required if the file is published, referenced, or shared.)*



WHAT I DO FOR KENNEDALE

Mike is responsible for leading fire protection and emergency responders and serves as the city's Emergency Management Coordinator. Under his supervision, the city's Fire Insurance Rating Class was improved from Class IV to Class III. The Insurance Services Office (ISO) Public Protection Classification (PPC™) rating is used by insurance companies to set premiums for homeowner and commercial property insurance within our jurisdiction. This rating increase came after an extensive on-site survey of our emergency communications system, fire staffing and equipment, and water supply facilities. Mike's fire fighters are also dedicated to community service work, including their annual participation in the MDA Fill the Boot program. The Kennedale Professional Firefighters Association (KPFFA) also hosts an annual Angel Tree, which provided gifts, clothing, and winter coats to 100 children in 2016, and helped a family who lost their home to a fire.

AWAY FROM WORK

Mike is a Christian, a husband and father, a Rangers and Cowboys fan, and an avid fisherman. He has many fishing stories, including the time a 30-foot whale shark swam within ten feet of his boat when he was about two miles off Mustang Island. Another day, he and a friend boated 48 kingfish in four hours – but he says his all-time favorite fishing partner will always be his wife. He also belongs to the Kennedale Rotary Club.

Favorite Quote: *"Of all sad words of tongue or pen the saddest are these – It could have been."*
– John Greenleaf Whittier



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials – April 2018

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

Overview of the City's revenues and expenditures for all funds compared to budget and previous year.

Sales tax revenue was higher than normal for the month largely due to a new taxpayer and a taxpayer pre-paying.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	2018_04 Monthly Financials	2018_04 Monthly Financials.pdf
2.	Sales Tax Update April	Sales Tax Update April.pdf

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
April 2018**

REVENUE SUMMARY BY FUND

REVENUES	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL EARNED	% OF CY BUDGET EARNED	BUDGET REMAINING
GENERAL FUND	\$ 4,616,532	\$ 6,174,185	\$ 6,386,639	\$ 191,957	\$ 5,025,558	74.8%	78.7%	\$ 1,361,081
OTHER GENERAL FUNDS	\$ 528,033	\$ 1,621,385	\$ 973,127	\$ 4,292	\$ 359,814	32.6%	37.0%	\$ 613,313
GENERAL FUND	\$ 5,144,565	\$ 7,795,570	\$ 7,359,766	\$ 196,249	\$ 5,385,372	66.0%	73.2%	\$ 1,974,394
								\$ -
GENERAL DEBT SERVICE FUND	\$ 1,225,088	\$ 1,453,154	\$ 1,665,934	\$ 44,519	\$ 1,338,508	84.3%	80.3%	\$ 327,426
								\$ -
WATER/SEWER FUND	\$ 2,455,561	\$ 4,950,455	\$ 4,479,449	\$ 353,689	\$ 2,415,326	49.6%	53.9%	\$ 2,064,123
STORMWATER UTILITY FUND	\$ 241,030	\$ 463,360	\$ 256,664	\$ 22,016	\$ 153,118	52.0%	59.7%	\$ 103,546
WATER IMPACT FUND	\$ 66,726	\$ 152,432	\$ 120,450	\$ 5,534	\$ 98,457	43.8%	81.7%	\$ 21,993
SEWER IMPACT FUND	\$ 19,636	\$ 41,762	\$ 28,625	\$ 2,785	\$ 52,584	47.0%	183.7%	\$ (23,959)
WATER/SEWER FUND	\$ 2,782,953	\$ 5,608,009	\$ 4,885,188	\$ 384,024	\$ 2,719,485	49.6%	55.7%	\$ 2,165,703
EDC4B FUND	\$ 259,793	\$ 522,549	\$ 575,878	\$ 54,424	\$ 616,139	49.7%	107.0%	\$ (40,261)
CAPITAL FUND	\$ 73,602	\$ 193,473	\$ 162,535	\$ 4,571	\$ 93,795	38.0%	57.7%	\$ 68,740
SPECIAL REVENUE FUND	\$ 93,593	\$ 95,393	\$ 25,067	\$ -	\$ 1,750	98.1%	7.0%	\$ 23,317
TOTAL REVENUES	\$ 9,579,594	\$ 15,668,147	\$ 14,674,368	\$ 683,787	\$ 10,155,049	61.1%	69.2%	\$ 4,519,319

EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
GENERAL FUND	\$ 3,426,328	\$ 6,195,408	\$ 6,453,680	\$ 475,562	\$ 3,516,864	55.3%	54.5%	\$ 2,936,816
OTHER GENERAL FUND	\$ 971,560	\$ 1,820,470	\$ 920,034	\$ 54,491	\$ 449,314	53.4%	48.8%	\$ 470,720
GENERAL FUND	\$ 4,397,888	\$ 8,015,879	\$ 7,373,714	\$ 530,053	\$ 3,966,178	54.9%	53.8%	\$ 3,407,536
								\$ -
GENERAL DEBT SERVICE FUND	\$ 1,176,841	\$ 1,423,034	\$ 1,663,884	\$ 121,044	\$ 1,288,954	82.7%	77.5%	\$ 374,930
								\$ -
WATER/SEWER FUND	\$ 2,131,789	\$ 4,244,829	\$ 4,258,316	\$ 130,569	\$ 2,121,448	50.2%	49.8%	\$ 2,136,868
STORMWATER UTILITY FUND	\$ 8,958	\$ 52,571	\$ 271,303	\$ 8,958	\$ 81,760	17.0%	30.1%	\$ 189,543
WATER IMPACT FUND	\$ -	\$ 154,415	\$ 153,573	\$ -	\$ -		0.0%	\$ 153,573
SEWER IMPACT FUND	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -		0.0%	\$ 60,000
WATER/SEWER FUND	\$ 2,140,747	\$ 4,511,814	\$ 4,743,192	\$ 139,527	\$ 2,203,208	47.4%	46.4%	\$ 2,539,984
EDC4B FUND	\$ 445,974	\$ 604,408	\$ 592,963	\$ 202,555	\$ 554,722	73.8%	93.6%	\$ 38,241
CAPITAL FUND	\$ 89,081	\$ 168,210	\$ 175,170	\$ -	\$ 7,293	53.0%	4.2%	\$ 167,877
SPECIAL REVENUE FUND	\$ 94,361	\$ 104,097	\$ 22,984	\$ -	\$ 9,971	90.6%	43.4%	\$ 13,013
TOTAL EXPENDITURES	\$ 8,344,892	\$ 14,827,443	\$ 14,571,907	\$ 993,179	\$ 8,030,326	56.3%	55.1%	\$ 6,541,581

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
April 2018
EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
CITY MANAGER	\$ 204,386	\$ 356,066	\$ 352,423	\$ 35,453	\$ 205,608	57.4%	58.3%	\$ 146,815
MAYOR/CITY COUNCIL	\$ 50,897	\$ 129,553	\$ 115,113	\$ 7,732	\$ 80,664	39.3%	70.1%	\$ 34,449
CITY SECRETARY	\$ 78,439	\$ 152,017	\$ 144,246	\$ 8,031	\$ 76,423	51.6%	53.0%	\$ 67,823
MUNICIPAL COURT	\$ 56,220	\$ 11,003	\$ 128,197	\$ 9,216	\$ 61,454	511.0%	47.9%	\$ 66,743
HUMAN RESOURCES	\$ 72,291	\$ 110,036	\$ 128,583	\$ 5,020	\$ 79,837	65.7%	62.1%	\$ 48,746
FINANCE	\$ 192,825	\$ 293,954	\$ 301,564	\$ 31,065	\$ 213,184	65.6%	70.7%	\$ 88,380
POLICE	\$ 1,261,538	\$ 2,190,318	\$ 2,405,689	\$ 185,853	\$ 1,280,883	57.6%	53.2%	\$ 1,124,806
FIRE	\$ 942,292	\$ 1,679,349	\$ 1,835,873	\$ 121,695	\$ 967,572	56.1%	52.7%	\$ 868,301
COMMUNITY DEVELOPMENT	\$ 158,114	\$ 305,758	\$ 341,663	\$ 19,270	\$ 133,477	51.7%	39.1%	\$ 208,186
SENIOR CITIZEN CENTER	\$ 26,934	\$ 66,084	\$ 51,439	\$ 3,481	\$ 27,255	40.8%	53.0%	\$ 24,184
LIBRARY	\$ 150,152	\$ 284,790	\$ 258,031	\$ 19,452	\$ 145,938	52.7%	56.6%	\$ 112,093
NONDEPARTMENTAL	\$ 232,241	\$ 504,400	\$ 390,859	\$ 29,295	\$ 244,569	46.0%	62.6%	\$ 146,290
TOTAL EXPENDITURES	\$ 3,426,329	\$ 6,083,328	\$ 6,453,680	\$ 475,563	\$ 3,516,864	56.3%	54.5%	\$ 2,936,816

WATER/SEWER FUND	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
UTILITY BILLING	\$ 487,918	\$ 1,011,907	\$ 1,237,043	\$ 38,484	\$ 475,328	48.2%	38.4%	\$ 761,715
WATER OPERATIONS	\$ 680,629	\$ 1,043,692	\$ 1,649,405	\$ 90,219	\$ 843,671	65.2%	51.2%	\$ 805,734
DEBT	\$ 461,034	\$ 271,274	\$ 677,361	\$ -	\$ 464,750	170.0%	68.6%	\$ 212,611
W&S CAPITAL	\$ 46,397	\$ 181,782	\$ 39,796	\$ -	\$ 2,765		6.9%	\$ 37,031
NONDEPARTMENTAL	\$ 455,810	\$ 1,736,173	\$ 654,711	\$ 1,866	\$ 334,934	26.3%	51.2%	\$ 319,777
TOTAL EXPENDITURES	\$ 2,131,788	\$ 4,244,827	\$ 4,258,316	\$ 130,569	\$ 2,121,448	50.2%	49.8%	\$ 2,136,868

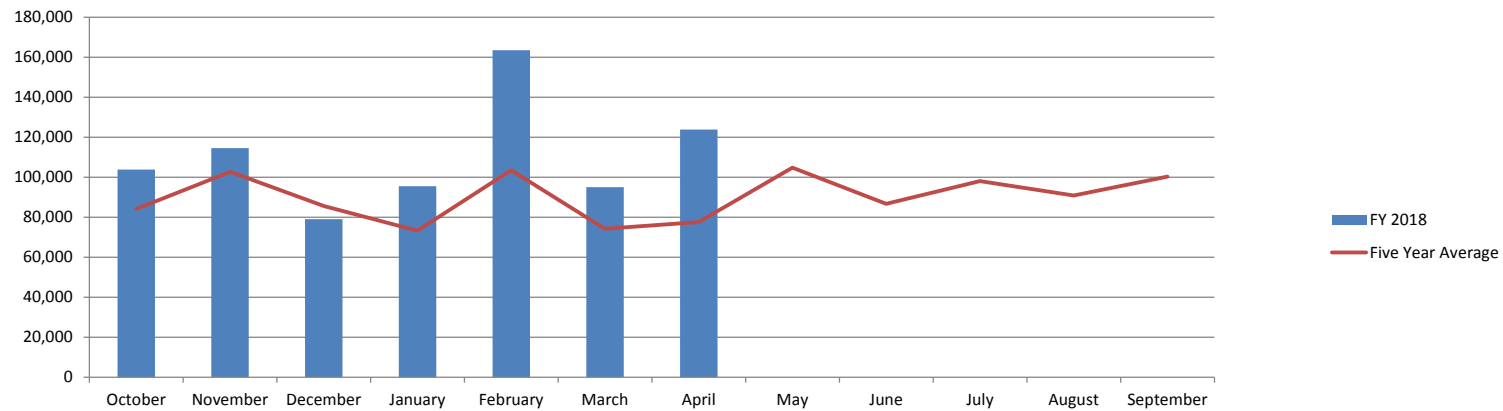
STREET IMPROVEMENT FUND	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
STREETS	\$ 363,467	\$ 728,593	\$ 698,143	\$ 37,231	\$ 320,192	49.9%	45.9%	\$ 377,951
PARKS MAINTENANCE	\$ 43,150	\$ 82,981	\$ 161,368	\$ 3,623	\$ 34,957	52.0%	21.7%	\$ 126,411
CAPITAL	\$ 281,935	\$ 331,716	\$ 60,523	\$ 32	\$ 32		0.1%	\$ 60,491
TOTAL EXPENDITURES	\$ 688,552	\$ 1,143,290	\$ 920,034	\$ 40,886	\$ 355,181	60.2%	38.6%	\$ 564,853

EDC4B FUNDS	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
ADMINISTRATION	\$ 115,799	\$ 192,298	\$ 195,517	\$ 3,758	\$ 64,391	60.2%	32.9%	\$ 131,126
DEBT SERVICE	\$ 300,678	\$ 234,250	\$ 322,365	\$ 130,927	\$ 225,613	128.4%	70.0%	\$ 96,752
TOWN SHOPPING CENTER	\$ 28,416	\$ 75,209	\$ 45,362	\$ 10,869	\$ 146,262	37.8%	322.4%	\$ (100,900)
TOWNCENTER REDEVELOPMENT	\$ 1,080	\$ 12,653	\$ -	\$ 57,000	\$ 118,455		#DIV/0!	\$ (118,455)
TOTAL EXPENDITURES	\$ 445,973	\$ 514,408	\$ 563,244	\$ 202,554	\$ 554,721	86.7%	98.5%	\$ 8,523

Sales Tax By Month

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY2018	\$ 103,820	\$ 114,506	\$ 86,956	\$ 95,425	\$ 163,502	\$ 95,017	\$ 123,760						\$ 782,985
FY2017	\$ 88,748	\$ 116,156	\$ 81,855	\$ 88,956	\$ 105,794	\$ 78,644	\$ 87,130	\$ 100,121	\$ 80,241	\$ 100,943	\$ 49,590	\$ 86,549	\$ 1,064,725
FY2016	\$ 93,137	\$ 119,137	\$ 97,985	\$ 75,878	\$ 116,006	\$ 87,589	\$ 79,516	\$ 114,543	\$ 83,718	\$ 84,586	\$ 87,693	\$ 91,377	\$ 1,131,165
FY2015	\$ 71,955	\$ 94,438	\$ 82,545	\$ 73,782	\$ 107,571	\$ 72,312	\$ 81,193	\$ 119,350	\$ 128,463	\$ 165,756	\$ 146,297	\$ 177,697	\$ 1,321,359
FY2014	\$ 65,971	\$ 89,600	\$ 94,982	\$ 67,373	\$ 97,781	\$ 69,685	\$ 79,236	\$ 93,957	\$ 77,496	\$ 71,927	\$ 86,597	\$ 67,978	\$ 962,584
FY2013	\$ 100,850	\$ 93,890	\$ 70,338	\$ 60,406	\$ 90,009	\$ 62,374	\$ 60,955	\$ 96,061	\$ 63,409	\$ 67,304	\$ 83,919	\$ 78,075	\$ 927,591
FY2012	\$ 94,619	\$ 111,587	\$ 115,048	\$ 89,778	\$ 92,977	\$ 73,453	\$ 111,689	\$ 123,691	\$ 73,106	\$ 122,489	\$ 80,038	\$ 82,836	\$ 1,171,313
*Net payment after correcting an audit error.													\$ -

Sales Tax vs Expectation



Industry	Amount	% Change	Adjusted Change YTD		FYTD
Manufacturing	\$29,597.21	374.61%	-29.52%	\$98,193.62	\$114,207.02
Retail	\$18,989.78	-4.98%	39.16%	\$96,264.69	\$164,373.86
Wholesale	\$18,608.72	17.43%	-81.76%	\$84,564.08	\$141,679.51
Agricultural	\$15,907.27	132.10%	0.00%	\$16,378.42	\$26,097.88
Professional Services	\$15,550.18	-4.98%	9.32%	\$62,746.58	\$111,759.14
General Services	\$15,473.02	8.44%	9.51%	\$85,053.77	\$162,994.59
Food	\$10,812.14	24.80%	-20.11%	\$36,597.06	\$61,353.96
Miscellaneous	\$281.42	75.49%	-29.04%	\$815.16	\$1,602.36
Accommodation	\$0.00	0.00%	0.00%	\$0.00	\$0.00



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: MONITORING INFORMATION - B.

I. Subject:

Schedule of Investment Activity for quarter ending March 31, 2018

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

In accordance with Public Funds Investment Act (PFIA), the investments should be reported quarterly. This is for the second quarter for FY18 and subsequently will be presented for each quarter to Council to stay current with PFIA.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	March 31 2018 Qtrly Investment Report	March 31 2018 Qtrly Investment Report.pdf
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City of Kennedale, Texas

SCHEDULE OF INVESTMENT ACTIVITY

For The Quarter Ending March 31, 2018

CITY OF KENNEDALE, TEXAS
INVESTMENT REPORT
FOR QUARTER ENDING March 31, 2018

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 in October of 2016.

SUMMARY OF INVESTMENTS FOR THE QUARTER

99.5% of the City of Kennedale's investments are owned by the Pooled Cash Fund. The remaining .5% goes to the \$2.0M 2010 CO Bond Fund, \$1.7M TX Leverage Fund, and Clearing Funds. As of the reporting quarter, 72.94% of the City's investments are in investment pools, and 27.06% are invested in money market savings accounts.

INVESTMENT STRATEGIES

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

INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN

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

MONTHLY BALANCES- INVESTMENTS

Investment Pool	Account Name	Interest Rate	January 2018	February 2018	March 2018	Interest Earned
Texas Daily	Consolidated Cash	0.35%	\$ 31,845.91	\$ 31,880.08	\$ 31,920.58	\$ 110.95
TexStar	Consolidated Cash	0.34%	331,623.02	331,966.93	332,389.70	1,129.62
TexPool	\$2.0M CO Bond	0.34%	29,848.98	29,879.74	29,918.22	102.14
TexPool	Central Deposit	0.37%	5,771,847.54	4,392,131.65	4,458,231.04	16,596.61
TOTAL INVESTMENT POOLS			\$ 6,165,165.45	\$ 4,785,858.40	\$ 4,852,459.54	\$ 17,939.32

MONTHLY BALANCES- WELLSFARGO

Bank	Account Name	Interest Rate	January 2018	February 2018	March 2018	Interest Earned
Wellsfargo	Consolidated Cash	N/A	\$ 685,198.93	\$ 1,524,777.26	\$ 1,799,493.12	
Wellsfargo	Payroll Clearing	0.04%-0.05%	42,619.70	43,207.25	112.03	1.77
Wellsfargo	Section 125 Flex	0.04%-0.05%	-	345.16	345.16	
Wellsfargo	Dick Price Rd	0.005%	-	-	-	
Wellsfargo	Health Reimbursement	0.00%	-	-	867.00	
Wellsfargo	Employee Health Benefit Trust	0.00%	5.08	5.50	5.56	0.84
TOTAL WELLSFARGO			\$ 727,823.71	\$ 1,568,335.17	\$ 1,800,822.87	\$ 2.61

TOTAL MONTHLY BALANCES- ALL	\$ 6,892,989.16	\$ 6,354,193.57	\$ 6,653,282.41	\$ 17,941.93
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TRANSACTION ACTIVITY- INVESTMENTS

Investment Pool	Account Name	Balance 12/31/2017	Deposits	Withdrawals	Interest	Balance 3/31/2018
Texas Daily	Consolidated Cash	\$ 31,809.63	\$ -	\$ -	\$ 110.95	\$ 31,920.58
TexStar	Consolidated Cash	331,260.08	-	-	1,129.62	332,389.70
TexPool	\$2.0M CO Bond	29,816.08	-	-	102.14	29,918.22
TexPool	Central Deposit	3,420,015.96	3,551,731.24	(2,530,112.77)	16,596.61	4,458,231.04
TOTAL INVESTMENT POOLS		\$ 3,812,901.75	\$ 3,551,731.24	\$ (2,530,112.77)	\$ 17,939.32	\$ 4,852,459.54

TRANSACTION ACTIVITY- WELLSFARGO

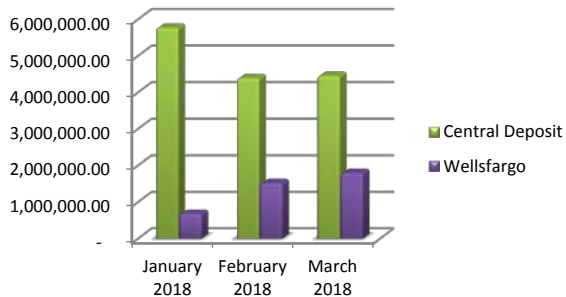
Bank	Account Name	Balance 12/31/2017	Deposits	Withdrawals	Interest	Balance 3/31/2018
Wellsfargo	Consolidated Cash	\$ 1,980,203.79	\$ 4,388,998.01	\$ (4,569,708.68)	\$ -	\$ 1,799,493.12
Wellsfargo	Payroll Clearing	196.57	1,020,577.64	(1,020,662.18)	1.77	112.03
Wellsfargo	Section 125 Flex	-	2,085.37	(1,740.21)	-	345.16
Wellsfargo	Health Reimbursement	-	4,266.00	(3,399.00)	-	867.00
Wellsfargo	Employee Health Benefit Trust	4.72	130,986.10	(130,985.26)	0.84	5.56
TOTAL WELLSFARGO		\$ 1,815,446.12	\$ 5,546,913.12	\$ (5,726,495.33)	\$ 2.61	\$ 1,800,822.87

CASH BREAKDOWN BY FUND

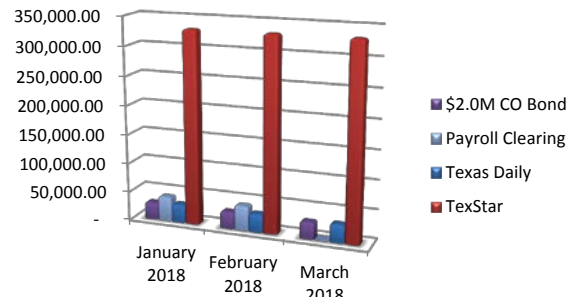
01- General Fund
02- Debt Service Fund
04- Capital Project Fund
05- Capital Replacement Fund
07- Storm Drainage Utility Fund
10- Water/Sewer Fund
12- Court Security Fund
13- Capital Bond Fund
14- Park Dedication Fund
15- Economic Development Fund
16- Court Technology Fund
17- Streets Improvement Fund
18- Juvenile Case Manager Fund
19- EDC4B Capital Bond Fund
21- TIF #1 New Hope Fund
31- Police Seizure Fund
32- Library Building Fund
34- LEOSE Fund
41- Park Rec/Other Donation Fund
45- Roadway Impact Fee Fund
61- Water Impact Fee Fund
62- Sewer Impact Fee Fund
65- Water Improvement Fund
83- Tree Reforestation Fund
85- Unclaimed Property Fund
95- EDC Reserve Fund
TOTAL ALL FUNDS

January 2018	February 2018	March 2018
\$3,274,554.84	\$3,368,644.76	\$3,155,900.66
\$720,545.32	\$52,194.09	\$74,551.58
\$55,495.24	\$60,327.95	\$60,376.21
\$390,746.88	\$387,970.07	\$384,010.76
\$41,031.32	\$61,009.06	\$80,011.40
\$1,154,720.25	\$941,534.66	\$1,047,486.87
\$15,342.96	\$15,570.05	\$15,879.98
\$ -	\$ -	\$ -
\$236,085.95	\$236,178.43	\$236,383.87
\$249,512.82	\$301,044.73	\$227,946.50
\$4,225.56	\$4,515.84	\$4,915.02
\$285,156.72	\$310,113.54	\$343,963.87
\$18,803.44	\$18,105.64	\$17,447.66
\$ -	\$ -	\$ -
-\$8,858.42	-\$9,858.42	-\$18,829.78
\$ -	\$ -	\$ -
\$3,008.93	\$3,211.18	\$3,449.04
\$155.49	\$1,940.35	\$1,905.49
\$21,718.84	\$21,121.47	\$19,813.82
\$160,121.39	\$182,960.61	\$207,151.47
\$150,528.19	\$181,644.84	\$210,519.46
\$101,917.55	\$116,898.22	\$136,425.60
\$ -	\$ -	\$ -
\$68,351.63	\$68,404.42	\$68,463.86
\$1,990.24	\$1,990.24	\$1,990.24
\$120,941.97	\$121,035.38	\$121,140.55
\$ 7,066,097.11	\$ 6,446,557.11	\$ 6,400,904.13

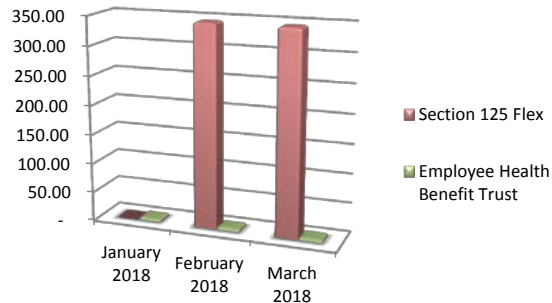
Main Accounts



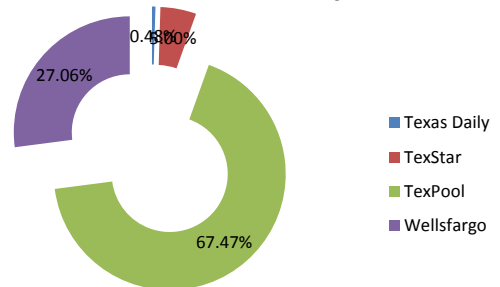
Other Accounts



Holding Accounts



Distribution of Money





Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: MONITORING INFORMATION - C.

I. Subject:

Monthly EDC Financials and Activity Report

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

Reports from the previous EDC meeting are attached for your reference.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	2018_03 Monthly Financials - EDC	2018_03 Monthly Financials - EDC.pdf
2.	Sales Tax Update-EDC	Sales Tax Update-EDC.pdf

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
March 2018**

ECONOMIC DEVELOPMENT CORPORATION FINANCIALS SUMMARY

Budget Amendment

15-4885-00-00- Sale of Asset- Change to 349,179 to incorporate hotel land sale

15-5403-02-00 Building Maintenance- Change from 25,112 to 125,112 for town center redesign

15-5847-03-00 Construction- Change to \$110,000 for further town center construction

Monthly Information

1. \$31,672 Sales Tax continues to outperform expectations, partially due to new business coming on the books
2. Due to staff turnover, this month's report does may not have every typical end of month journal entry.
3. Paid for parking lot repairs and beginning of building one renovation
4. EDC continues to explore findings tenants to fill out the town center.
5. Danielle Clarke is continuing to acclimate as EDC manager

Rental Fees, MMD Tax and Rental Insurance are reported on the Accrual Basis of Accounting, while all other revenues and expenditures are reported on the Cash Basis. This procedure has been in effect for several years, but can be changed should the Board wish.

Brady Olsen
Finance Director

ADDITIONAL INFORMATION

FUND 15- OPERATING FUND (ALL BILLS AND REVENUE RECEIVED IN THIS FUND)

FUND 19- CAPITAL BOND FUND (REMAINING CAPITAL MONEY)

FUND 95- RESERVE FUND FOR DEBT REQUIREMENTS

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
March 2018**

EDC CASH POSITION

CATEGORY	DESCRIPTION	FY17-18 YTD
FROM PREVIOUS MONTHS REPORT:		
BEGINNING CASH BALANCE - FUND 15	(Operating Cash)	\$ 307,412
BEGINNING TEXPOOL BALANCE - FUND 15	(Operating Investments)	\$ -
BEGINNING TEXPOOL BALANCE - FUND 19	(Unspent bond proceeds)	\$ 29,849
BEGINNING CASH BALANCE - FUND 95	(Required reserves)	\$ 120,942
BEGINNING CASH BALANCE - TOTAL		\$ 458,203
BEGINNING AVAILABLE CASH - TOTAL		186,412
TOTAL REVENUES MINUS EXPENDITURES FOR MONTH		\$ (69,305) *
ENDING CASH BALANCE - FUND 15	(Operating Cash)	\$ 227,595
ENDING TEXPOOL BALANCE - FUND 15	(Operating Investments)	\$ -
ENDING TEXPOOL BALANCE - FUND 19	(Unspent bond proceeds)	\$ 29,920
ENDING CASH BALANCE - FUND 95	(Required reserves)	\$ 121,141
ENDING CASH BALANCE - TOTAL		\$ 378,656
UNAVAILABLE CASH - EARMARKED		
COMMITTED TO BUILDING ONE RENOVATION		\$ 121,000
2010 \$2.0M BOND SALE REMAINING CASH	(Unspent bond proceeds)	\$ 29,920
RESERVES FOR LEVERAGE NOTE	(Required reserves)	\$ 121,141
TOTAL UNAVAILABLE CASH		\$ 272,061
AVAILABLE CASH		\$ 106,595

*Due to prior period adjustments, beginning cash balance plus monthly income will not always be an exact match for ending cash balance

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
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COMBINED EDC4B FUNDS SUMMARY

CATEGORY	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
BEGINNING FUND BALANCE	\$ 313,866	\$ 313,866	\$ 134,784		\$ 302,131			
AD VALOREM TAXES	2,360	2,360	35,000	-	-	100.0%	0.0%	35,000
SALES/BEVERAGE TAXES	119,221	361,319	373,835	31,672	145,142	33.0%	38.8%	228,693
INVESTMENT EARNINGS	305	790	65	444	1,811	38.6%	2785.6%	(1,746)
MISCELLANEOUS INCOME	50,992	76,716	45,120	493	23,996	66.5%	53.2%	21,124
SURPLUS SALES/RENTALS	47,991	82,071	121,858	11,952	391,459	58.5%	321.2%	(269,601)
TRANSFERS	-	-	29,719	-	-	0.0%	0.0%	-
TOTAL REVENUES	\$ 220,869	\$ 523,257	\$ 605,597	\$ 44,563	\$ 562,407	42.2%	92.9%	\$ 13,471
SUPPLIES	-	-	2,100	-	-	#DIV/0!	0.0%	2,100
MAINTENANCE	9,278	44,464	25,112	4,821	93,259	20.9%	371.4%	(68,147)
SUNDRY	91,716	201,042	213,667	10,152	74,960	45.6%	35.1%	138,707
DEBT	56,869	169,431	169,777	9,632	60,892	33.6%	35.9%	108,885
TRANSFERS	34,909	154,819	182,307	-	33,794	22.5%	18.5%	148,513
CAPITAL	1,274	14,621	-	89,262	111,262	8.7%	#DIV/0!	(111,262)
TOTAL EXPENDITURES	\$ 194,045	\$ 584,377	\$ 592,963	\$ 113,867	\$ 374,167	33.2%	63.1%	\$ 218,796
REVENUES OVER EXPENDITURES	\$ 26,824	\$ (61,120)	\$ 12,634	\$ (69,305)	\$ 188,240			
ENDING FUND BALANCE	\$ 340,690	\$ 252,746	\$ 147,418		\$ 490,371			
FUND BALANCE AS % OF EXP	175.6%	43.3%	24.9%	0.0%	131.1%			
RESERVE (\$115,000) REQUIREMENT)	\$ -	\$ -	\$ 115,000	\$ -	\$ -			
RESERVE SURPLUS/(SHORTFALL)	\$ 340,690	\$ 252,746	\$ 32,418	\$ -	\$ 490,371			

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CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
March 2018

15: EDC4B FUND

CATEGORY	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
BEGINNING FUND BALANCE	\$ 164,460	\$ 164,460	\$ (15,517)		\$ 152,017			
AD VALOREM TAXES	2,360	2,360	35,000	-	-	100.0%	0.0%	35,000
SALES/BEVERAGE TAXES	119,221	361,319	373,835	31,672	145,142	33.0%	38.8%	228,693
INVESTMENT EARNINGS	68	82	65	301	1,119	83.3%	1721.0%	(1,054)
MISCELLANEOUS INCOME	50,992	76,716	45,120	493	23,996	66.5%	53.2%	21,124
SURPLUS SALES/RENTALS	47,991	82,071	121,858	11,952	391,459	58.5%	321.2%	(269,601)
TOTAL REVENUES	\$ 220,633	\$ 522,549	\$ 575,878	\$ 44,419	\$ 561,715	42.2%	97.5%	\$ 14,163
SUPPLIES	-	-	2,100	-	-	#DIV/0!	0.0%	2,100
MAINTENANCE	9,278	44,464	25,112	4,821	93,259	20.9%	371.4%	(68,147)
SUNDRY	91,716	201,042	213,667	10,152	74,960	45.6%	35.1%	138,707
DEBT	56,869	169,431	169,777	9,632	60,892	33.6%	35.9%	108,885
TRANSFERS	34,909	154,819	152,588	-	33,794	22.5%	22.1%	118,794
CAPITAL	1,274	14,621	-	89,262	111,262	8.7%	#DIV/0!	(111,262)
TOTAL EXPENDITURES	\$ 194,045	\$ 584,377	\$ 563,244	\$ 113,867	\$ 374,167	33.2%	66.4%	\$ 189,077
REVENUES OVER EXPENDITURES	\$ 26,587	\$ (61,828)	\$ 12,634	\$ (69,449)	\$ 187,548			
ENDING FUND BALANCE	\$ 191,047	\$ 152,017	\$ (2,883)		\$ 339,565			
FUND BALANCE AS % OF EXP	98.5%	26.0%	-0.5%	0.0%	90.8%			
RESERVE (NO REQUIREMENT)	\$ -	\$ -	\$ -	\$ -	\$ -			
RESERVE SURPLUS/(SHORTFALL)	\$ 191,047	\$ 152,017	\$ (2,883)	\$ -	\$ 339,565			

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CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
March 2018

15: EDC4B FUND

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
4002-00-00	MMD TAX-CURRENT YEAR	2,360	2,360	35,000	-	-	100.0%	0.0%	35,000
	AD VALOREM TAXES	\$ 2,360	\$ 2,360	\$ 35,000	\$ -	\$ -	100.0%	0.0%	\$ 35,000
4081-00-00	SALES TAX	119,221	361,319	373,835	31,672	145,142	33.0%	38.8%	228,693
	SALES/BEVERAGE TAXES	\$ 119,221	\$ 361,319	\$ 373,835	\$ 31,672	\$ 145,142	33.0%	38.8%	\$ 228,693
4401-00-00	INVESTMENT INCOME	68	82	65	301	1,119	83.3%	1721.0%	(1,054)
	INVESTMENT EARNINGS	\$ 68	\$ 82	\$ 65	\$ 301	\$ 1,119	83.3%	1721.0%	\$ (1,054)
4409-00-00	MISCELLANEOUS INCOME	50,992	76,716	45,120	493	23,996	66.5%	53.2%	21,124
	MISCELLANEOUS INCOME	\$ 50,992	\$ 76,716	\$ 45,120	\$ 493	\$ 23,996	66.5%	53.2%	\$ 21,124
4805-00-00	RENTAL FEES-SHOPPING CENTER	47,630	81,710	121,112	11,952	42,280	58.3%	34.9%	78,832
4806-00-00	RENTAL INSURANCE	361	361	746	-	-	100.0%	0.0%	746
4884-00-01	SALE OF ASSETS	-	-	-	-	349,179	#DIV/0!	#DIV/0!	(349,179)
	SURPLUS SALES/RENTALS	\$ 47,991	\$ 82,071	\$ 121,858	\$ 11,952	\$ 391,459	#DIV/0!	#DIV/0!	\$ (269,601)
	TOTAL REVENUES	\$ 220,633	\$ 522,549	\$ 575,878	\$ 44,419	\$ 561,715	42.2%	97.5%	\$ 14,163
	TOTAL REVENUES (EXCLUDING INTEREST/TRANSFERS)	\$ 220,564	\$ 522,467	\$ 575,813	\$ 44,118	\$ 560,596			
	10% ADMIN CHARGE-GENERAL FUND	22,056	52,247	57,581	4,412	56,060			

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CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
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15: EDC4B FUND
01: ADMINISTRATION

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
5240-01-00	PRINTED SUPPLIES	-	-	2,000	-	-	#DIV/0!	0.0%	2,000
5260-01-00	GENERAL OFFICE SUPPLIES	-	-	50	-	-	0.0%	0.0%	50
5261-01-00	POSTAGE	-	-	50	-	-	0.0%	0.0%	50
	SUPPLIES	\$ -	\$ -	\$ 2,100	\$ -	\$ -	#DIV/0!	0.0%	\$ 2,100
5501-01-00	ADVERTISING	-	390	1,200	-	-	0.0%	0.0%	1,200
5510-01-00	ASSOC DUES/PUBLICATIONS	-	4,855	5,320	-	-	0.0%	0.0%	5,320
5512-01-00	CONTRACTUAL SERVICES	-							
5525-01-00	TRAINING/SEMINARS	-	175	250	-	-	0.0%	0.0%	250
5565-01-00	LEGAL SERVICES	5,750	17,252	10,000	-	4,200	33.3%	42.0%	5,800
5567-01-00	AUDIT SERVICES	2,250	2,250	2,250	-	2,250	100.0%	100.0%	-
5570-01-00	SPECIAL SERVICES	39,745	81,145	68,650	-	5,700	49.0%	8.3%	62,950
5574-01-00	FILING FEES	40	40			-			-
5578-01-00	TRAVEL	-	-	100	-	-	0.0%	0.0%	100
5580-01-00	ENGINEERING SERVICES	1,903	2,128	-	-	-	89.4%	#DIV/0!	-
5595-01-00	ADMIN CHARGE-GENERAL FUND	22,056	44,926	81,647	6,804	40,823	49.1%	50.0%	40,824
5615-01-00	FUNCTIONAL GRANT	4,278	17,137	24,000	2,248	7,660	25.0%	31.9%	16,340
	SUNDRY	\$ 76,061	\$ 170,298	\$ 193,417	\$ 9,052	\$ 60,633	44.7%	31.3%	\$ 132,784
5800-01-00	LAND	1,274	1,968	-	-	22,000	64.7%	0.0%	(22,000)
5813-01-00	KENNEDALE ENTRANCE SIGN	-	-	-	-	-	0.0%	0.0%	-
5820-01-00	BUILDING IMPROVEMENT	-	-	-	-	-	0.0%	0.0%	-
5875-01-00	CONSTRUCTION	-	-	-	-	-	0.0%	0.0%	-
	CAPITAL	\$ 1,274	\$ 1,968	\$ -	\$ -	\$ 22,000	64.7%	#DIV/0!	\$ (22,000)
	TOTAL EXPENDITURES	\$ 77,335	\$ 172,266	\$ 195,517	\$ 9,052	\$ 82,633	44.9%	42.3%	\$ 112,884

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**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
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**15: EDC4B FUND
01: ADMINISTRATION
03: DEBT SERVICE**

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET USED	% OF CY BUDGET USED	BUDGET REMAINING
5643-01-03	2007 \$1.2M TAX BOND-INTEREST	29,325	58,689	54,905	-	27,378	50.0%	49.9%	27,527
5644-01-03	2007 \$1.2M TAX BOND-PRINCIPAL	-	55,000	60,000	-	-	0.0%	0.0%	60,000
5645-01-03	2011 \$1.7M TX LEVERAGE-INT	8,276	15,879	14,278	3,106	10,090	52.1%	70.7%	4,188
5646-01-03	2011 \$1.7M TX LEVERAGE-PRI	19,268	39,863	40,594	6,526	23,424	48.3%	57.7%	17,170
	DEBT	\$ 56,869	\$ 169,431	\$ 169,777	\$ 9,632	\$ 60,892	33.6%	35.9%	\$ 108,885
5702-01-03	TRANSFER OUT-DEBT SERVICE FUND	34,909	154,819	152,588	-	33,794	22.5%	22.1%	118,794
	TRANSFER	\$ 34,909	\$ 154,819	\$ 152,588	\$ -	\$ 33,794	22.5%	22.1%	\$ 118,794
	TOTAL EXPENDITURES	\$ 91,778	\$ 324,250	\$ 322,365	\$ 9,632	\$ 94,686	28.3%	29.4%	\$ 227,679

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**CITY OF KENNEDALE
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15: EDC4B FUND**02: TOWN SHOPPING CENTER**

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
5403-02-00	BUILDING MAINTENANCE	9,278	44,464	25,112	4,821	93,259	20.9%	371.4%	(68,147)
	MAINTENANCE	\$ 9,278	\$ 44,464	\$ 25,112	\$ 4,821	\$ 93,259	20.9%	371.4%	\$ (68,147)
5530-02-00	ELECTRIC SERVICES	2,917	5,924	6,700	600	2,846	49.2%	42.5%	3,854
5545-02-00	INSURANCE-PROPERTY	6,507	6,507	6,500	-	8,341	100.0%	128.3%	(1,841)
5570-02-00	SPECIAL SERVICES	6,230	18,312	7,050	500	3,141	34.0%	44.5%	3,909
	SUNDRY	\$ 15,654	\$ 30,744	\$ 20,250	\$ 1,100	\$ 14,327	50.9%	70.8%	\$ 5,923
	TOTAL EXPENDITURES	\$ 24,932	\$ 75,209	\$ 45,362	\$ 5,921	\$ 107,586	33.2%	237.2%	\$ (62,224)

**CITY OF KENNEDALE
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15: EDC4B FUND

03: TOWN CENTER REDEVELOPMENT

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
5580-03-00	ENGINEERING SERVICES	-	2,573	-	-	-	0.0%	#DIV/0!	-
5847-03-00	CONSTRUCTION	-	10,080	-	89,262	89,262	0.0%	#DIV/0!	(89,262)
	CAPITAL	\$ -	\$ 12,653	\$ -	\$ 89,262	\$ 89,262	0.0%	#DIV/0!	\$ (89,262)
	TOTAL EXPENDITURES	\$ -	\$ 12,653	\$ -	\$ 89,262	\$ 89,262	0.0%	#DIV/0!	\$ (89,262)

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**CITY OF KENNEDALE
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15: EDC4B FUND

04: TEXAS LEVERAGE PROGRAM

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
5800-04-00	LAND	-	-	-	-	-	#DIV/0!	0.0%	-
	CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.0%	\$ -
	TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.0%	\$ -

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
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19: EDC4B CAPITAL BOND FUND

CATEGORY	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
BEGINNING FUND BALANCE	\$ 29,444	\$ 29,444	\$ 29,719		\$ 29,649			
INVESTMENT EARNINGS	73	205	-	38	186	35.4%	#DIV/0!	(186)
TOTAL REVENUES	\$ 73	\$ 205	\$ -	\$ 38	\$ 186	35.4%	#DIV/0!	\$ (186)
TRANSFERS	-	-	29,719	-	-	0.0%	0.0%	-
CAPITAL	-	-	-	-	-	0.0%	0.0%	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ 29,719	\$ -	\$ -	0.0%	0.0%	\$ -
REVENUES OVER EXPENDITURES	\$ 73	\$ 205	\$ (29,719)	\$ 38	\$ 186			
ENDING FUND BALANCE	\$ 29,517	\$ 29,649	\$ 0		\$ 29,835			
FUND BALANCE AS % OF EXP	N/A	N/A	N/A	N/A	N/A			
RESERVE (NO REQUIREMENT)	\$ -	\$ -	\$ -	\$ -	\$ -			
RESERVE SURPLUS/(SHORTFALL)	\$ 29,517	\$ 29,649	\$ 0	\$ -	\$ 29,835			

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**CITY OF KENNEDALE
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19: EDC4B CAPITAL BOND FUND

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
4401-00-00	INVESTMENT INCOME	73	205	-	38	186	35.4%	#DIV/0!	(186)
	INVESTMENT EARNINGS	\$ 73	\$ 205	\$ -	\$ 38	\$ 186	35.4%	#DIV/0!	\$ (186)
	TOTAL REVENUES	\$ 73	\$ 205	\$ -	\$ 38	\$ 186	35.4%	#DIV/0!	\$ (186)

19: EDC4B CAPITAL BOND FUND**01: TOWN CENTER REDEVELOPMENT**

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
5580-01-00	TRANSFER OUT	-	-	-	-	-	0.0%	0.0%	-
	TRANSFERS	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -
5800-01-00	LAND	-	-	-	-	-	0.0%	0.0%	-
5847-01-00	CONSTRUCTION	-	-	-	-	-	0.0%	0.0%	-
	CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -
	TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -

**CITY OF KENNEDALE
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95: EDC4B RESERVE FUND

CATEGORY	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY ACTUAL USED	% OF CY BUDGET USED	BUDGET REMAINING
BEGINNING FUND BALANCE	\$ 119,962	\$ 119,962	\$ 120,582		\$ 120,464			
INVESTMENT EARNINGS	164	502	-	105	506	32.6%	#DIV/0!	(506)
TOTAL REVENUES	\$ 164	\$ 502	\$ -	\$ 105	\$ 506	32.6%	#DIV/0!	\$ (506)
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -
REVENUES OVER EXPENDITURES	\$ 164	\$ 502	\$ -	\$ 105	\$ 506			
ENDING FUND BALANCE	\$ 120,126	\$ 120,464	\$ 120,582		\$ 120,971			
FUND BALANCE AS % OF EXP	N/A	N/A	N/A	N/A	N/A			
RESERVE (\$112,606 REQUIREMENT)	\$ 112,606	\$ 112,606	\$ 112,606	\$ 112,606	\$ 112,606			
RESERVE SURPLUS/(SHORTFALL)	\$ 7,520	\$ 7,858	\$ 7,976	\$ (112,606)	\$ 8,365			

**CITY OF KENNEDALE
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95: EDC4B RESERVE FUND

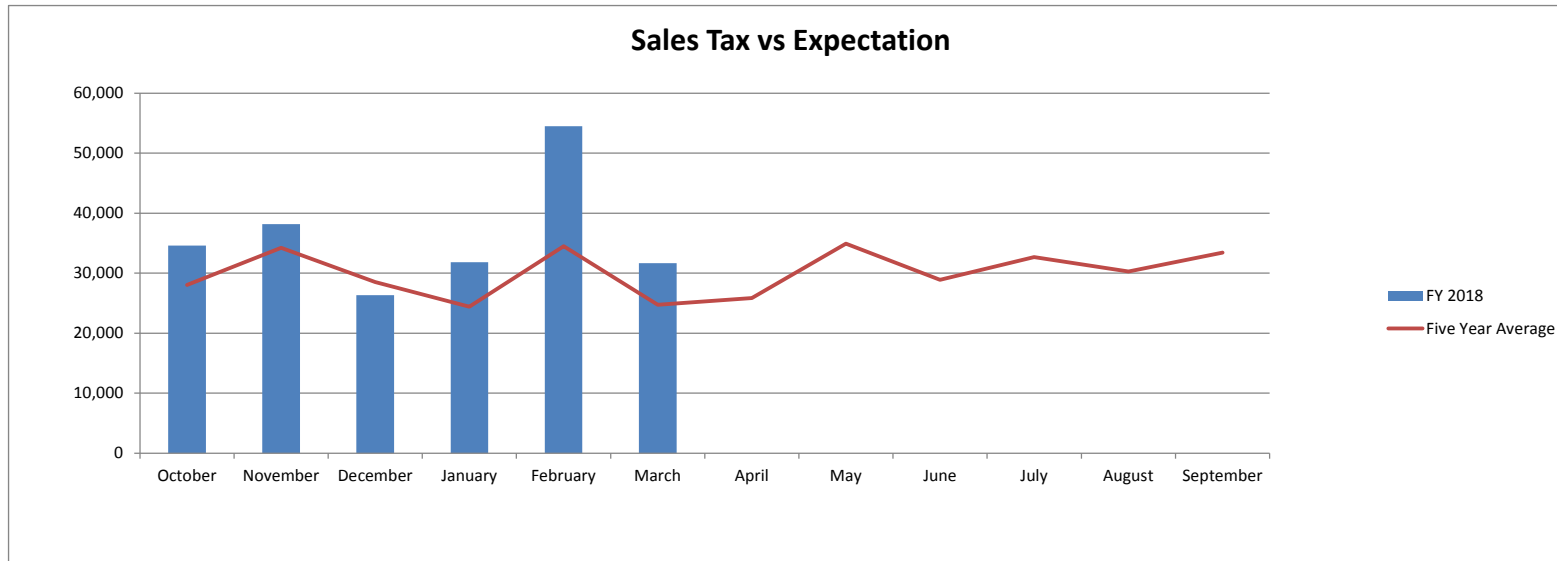
ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET USED	% OF CY BUDGET USED	BUDGET REMAINING
4401-00-00	INVESTMENT INCOME	164	502	-	105	506	32.6%	#DIV/0!	(506)
	INVESTMENT EARNINGS	\$ 164	\$ 502	\$ -	\$ 105	\$ 506	32.6%	#DIV/0!	\$ (506)
	TOTAL REVENUES	\$ 164	\$ 502	\$ -	\$ 105	\$ 506	32.6%	#DIV/0!	\$ (506)

95: EDC4B RESERVE FUND

ACCOUNT	ACCOUNT NAME	FY16-17 YTD	FY16-17 ACTUAL	FY17-18 ADOPTED	CURRENT MONTH	FY17-18 YTD	% OF PY BUDGET USED	% OF CY BUDGET USED	BUDGET REMAINING
	TRANSFERS	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -
	TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -

Sales Tax By Month

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY2018	\$ 34,607	\$ 38,169	\$ 28,985	\$ 31,808	\$ 54,501	\$ 31,672	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,247
FY2017	\$ 29,583	\$ 38,719	\$ 27,285	\$ 29,652	\$ 35,265	\$ 26,215	\$ 29,043	\$ 33,374	\$ 26,747	\$ 33,648	\$ 16,530	\$ 28,850	\$ 118,303
FY2016	\$ 31,046	\$ 39,712	\$ 32,662	\$ 25,293	\$ 38,669	\$ 29,196	\$ 26,505	\$ 38,181	\$ 27,906	\$ 28,195	\$ 29,231	\$ 30,459	\$ 125,685
FY2015	\$ 23,985	\$ 31,479	\$ 27,515	\$ 24,594	\$ 35,857	\$ 24,104	\$ 27,064	\$ 39,783	\$ 42,821	\$ 55,252	\$ 48,766	\$ 59,232	\$ 146,818
FY2014	\$ 21,990	\$ 29,867	\$ 31,661	\$ 22,458	\$ 32,594	\$ 23,228	\$ 26,412	\$ 31,319	\$ 25,832	\$ 23,976	\$ 28,866	\$ 22,659	\$ 106,954
FY2013	\$ 33,617	\$ 31,297	\$ 23,446	\$ 20,135	\$ 30,003	\$ 20,791	\$ 20,318	\$ 32,020	\$ 21,136	\$ 22,435	\$ 27,973	\$ 26,025	\$ 103,066
FY2012	\$ 31,540	\$ 37,196	\$ 38,349	\$ 29,926	\$ 30,992	\$ 24,484	\$ 37,230	\$ 41,230	\$ 24,369	\$ 40,830	\$ 26,679	\$ 27,612	\$ 130,146
*Net payment after correcting an audit error.													\$ -



Industry	Amount	% Change	Adjusted Chang	YTD	FYTD
Wholesale	\$ 7,072	67.86%	31.38%	\$ 22,559	\$ 41,598
Retail	\$ 6,464	14.20%	-1.98%	\$ 25,184	\$ 47,887
General Services	\$ 5,403	5.15%	36.42%	\$ 23,194	\$ 49,174
Professional Services	\$ 4,961	-4.35%	3.89%	\$ 15,732	\$ 32,070
Manufacturing	\$ 4,829	123.82%	-40.80%	\$ 22,865	\$ 28,203
Food	\$ 2,836	32.39%	-10.44%	\$ 8,595	\$ 16,847
Miscellaneous	\$ 72	18.56%	65.38%	\$ 178	\$ 440
Agricultural	\$ 45	-12.48%	0.00%	\$ 157	\$ 3,397
Accommodation	\$ -	-100.00%	0.00%	\$ -	\$ -



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of minutes from March 19, 2018 regular meeting

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

III. Summary:

This item originally appeared on the Monday, April 16, 2018 Consent Agenda, but was postponed at the request of Council. No changes were requested or made to the original draft.

Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	2018_03.19_Minutes_City Council Regular Meeting_DRAFT	2018_03.19_Minutes_City Council Regular Meeting_DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | March 19, 2018
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
WORK SESSION - 5:30 PM | REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:30 p.m.

II. WORK SESSION

A. Presentation of the FY2017 annual audit – Comprehensive Annual Financial Report (CAFR)

Paula Lowe, a partner in the Governmental Audit Division at Pattillo, Brown & Hill outlined the external audit process, the results of the audit, and some of the financial highlights of the CAFR. She stated, that the City continues to receive a clean/unmodified opinion – the highest opinion, and that the accompanying financial statements were audited in accordance with both governmental and generally accepted auditing standards. She added that the General Fund, when looking at the snapshot as of September 30, 2017, had approximately four months of operating expenses in reserve – in keeping with industry best practices (of three months). She stated that this was the first year that the Stormwater Drainage Fund was presented separately from the Water Fund, and that, beginning on page 56, there was ten-year trend information. She concluded by stating that staff was able to answer all questions asked by the auditors and made requested information available.

In response to Councilmember Sandra Lee's question, Lowe stated that the auditors o line-by-line to ensure that bank reconciliations balance and that expenditure classifications are properly applied. Councilmember Rockie Gilley requested that Finance Director Brady Olsen (who was not present at the meeting) provide Council with further explanation of the \$500,000 adjustment to the Stormwater balance, noted in the staff report as resulting from an accounting adjustment in which Construction in Progress assets would no longer be included in the carry-over balance. In response to Mayor Pro Tem Jan Joplin question about the Unassigned Fund Balance, Lowe responded that those funds were available to be spent at Council's discretion.

B. Discussion of seeking an RFP to conduct another Comprehensive Audit of all City Funds

Councilmember Sandra Lee stated that she was, in fact, proposing a forensic audit because she had concerns about the figures in the EDC's reports to the State Comptroller not matching the numbers in the EDC audit. City Manager George Campbell stated that the Comptroller numbers were typically submitted by the Finance Director, and that he would like for staff to have time to understand Council's concerns and to research the situation before engaging a firm for additional auditing. Mayor Pro Tem Joplin proposed that this item be carried forward to the Work Session of the April Regular Meeting for further discussion.

C. Discussion of proposed capital improvement projects and related Certificate of Obligation (CO) issuance

City Manager George Campbell stated that the projects listed in the staff report are those that were presented during FY18 Budget discussions. He added that this debt had not yet been issued and, therefore, none of the related projects had been undertaken. He asked for Council's direction on issuance of the debt, noting that it might be premature to begin some of the listed projects, in light of the ongoing discussions with the City of Arlington regarding the water and wastewater system. He also noted that, during budget discussions, he sensed hesitation on the part of Council to issue this debt, but that it was his understanding that any project begun during the next three fiscal years could be financed with this CO. There was some discussion about processes for informing residents about the potential bond issuance as well as the timing of projects, including the repair or replacement of wastewater lines. City Manager Campbell stated that staff would prepare and present an updated project list.

D. Discuss scheduling of monthly City Council Regular Meetings and Work Sessions

Mayor Brian Johnson stated that there had been some discussion about moving Regular Meetings to Thursdays, while still receiving the packet on Friday, giving Council more time to evaluate the packet and submit questions to staff. Councilmember Turner suggested that Council wait until after the May election to make this decision, as there would be new Councilmembers. Mayor Pro Tem Joplin asked if paper copies of the packet could be delivered by Police officers. City Manager Campbell noted that part of the intention of budgeting for iPads was to try to move towards a paperless operation. Council came to a consensus to postpone any decision on this item until new Councilmembers were seated, and City Manager Campbell requested that Council try to submit questions to staff beforehand so that department heads could be more fully prepared to answer questions.

E. Discussion of potential amendments to the Economic Development Corporation (EDC) Bylaws

Councilmember Lee stated that she believed that Councilmembers should be allowed to attend EDC Executive Sessions, but that such requests has been denied by EDC Board President Robert Mundy. City Manager Campbell stated that he understood the City Attorney's opinion to be that members of Council could attend advisory board Executive Sessions but that, for practical reasons, it was not a standard or recommended practice. Councilmember Lee then requested that the EDC have a separate bank account. City Manager Campbell stated that, internally, each fund was accounted for separately, despite the monies being in a consolidated external bank account. He added that he could bring back to Council, at a future date, information about the implications – financial and otherwise – of establishing a separate external bank account for the EDC.

F. Discussion of request to pay invoice for outside legal counsel engaged by Mayor Pro Tem Joplin

Mayor Pro Tem Joplin stated that the Charter affords the City Council the latitude to seek outside counsel, and that she was presenting for payment an invoice in the amount of

\$3,289.36 from attorney Kelly Jones. She distributed to those at the dais a timeline of recent attempts by herself and Councilmembers Gilley and Lee to call a special meeting, which led her to seek this additional legal opinion. Mayor Johnson stated that he felt Mayor Pro Tem Joplin had misinterpreted the Charter, which allowed the City Council as a body to engage outside counsel, but did not give individual Councilmembers that right. After some discussion, Mayor Pro Tem Joplin stated that she would absorb the cost personally and was pleased that Council was considering adoption of a formal policy for requesting that items be added to the agenda and scheduling special sessions.

G. Discussion of items on Regular Session

There was no discussion at this time. Council recessed at 6:55 p.m., until the Regular Session.

III. REGULAR SESSION

Mayor Brian Johnson called the Regular Session to order at 7:07 p.m.

IV. ROLL CALL

Present: Mayor Johnson; Mayor Pro Tem Joplin, Place 5; Rockie Gilley, Place 1; Liz Carrington, Place 2; Sandra Lee, Place 3; and Kelly Turner, Place 4. **Absent:** None

Staff: City Manager George Campbell, City Secretary and Communications Coordinator Leslie Galloway, Deputy City Secretary Kathryn Roberson, Fire Chief Mike McMurray, Police Chief Tommy Williams, Police Captain Darrell Hull, Public Works Superintendent Larry Hoover, Library Director Amanda King, City Attorney Drew Larkin (TOASE)

V. INVOCATION

Mayor Pro Tem Jan Joplin delivered the invocation.

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

VII. VISITOR/CITIZENS FORUM

Loree Boyd, 321 W 3rd Street, stated that she understood that money had been donated to repair the fountain in TownCenter Park, but it had not yet been completed. City Manager Campbell responded that his understanding was that the parts were ordered, that a local contractor had offered his labor at no cost, and the work should be completed in April.

Joel Box, 1222 Peggy Lane, stated that due to a lack of curbs, gutters, and storm drains, his neighborhood had drainage problems and asked that the situation be evaluated by staff.

Modesso Shaikh, 800 Shady Bend Drive, stated that she was disturbed that Eric Elam had posted a photo of her husband and their home on social media claiming that the City had assisted them in an improper manner during a property line dispute.

A. Presentation by One Safe Place

Felipe Gutierrez, Director of Development and Engagement, stated that One Safe Place aims to prevent crime through their support of Crime Stoppers, the Family Justice Center Model, and City of Fort Worth bike patrol. He thanked the City for supporting efforts to send youth who have witnessed domestic violence to Camp Hope. He added that Mayor Brian Johnson and Burleson Mayor Ken Shetter raised nearly \$10,000 for this purpose, and

recognized Mayor Johnson and Councilmember Sandra Lee for their personal contributions.

VIII. REPORTS/ANNOUNCEMENTS

A. Updates from the City Council

- **Councilmember Rockie Gilley** stated that he attended a Brookstone HOA meeting.
- **Councilmember Sandra Lee** stated that, as a member of the board of the McDonald Southeast YMCA, she was working on securing summer transportation for economically disadvantaged youth.
- **Mayor Pro Tem Jan Joplin** stated that she attended the grand opening of a shipping container warehouse company; and she appreciated the Parks Department having added the neighborhood park by the Fire Station to their maintenance route.
- **Councilmember Kelly Turner** stated that he attended a Regional Emergency Preparedness Advisory Council (REPAC) meeting, where reports from fire and police responses and that there would soon be more money and agents in the region to address these events.

B. Updates from the City Manager

City Manager George Campbell introduced new employees Human Resources and EDC Manager Danielle Clarke and Deputy City Secretary to Kathryn Roberson.

C. Updates from the Mayor

Mayor Johnson stated that he attended a Tarrant Regional Transportation Council (TRTC) meeting, including discussion of high speed rail and eminent domain issues. He added that he is now on a committee with the Mayor's Council to evaluate regional transportation and that he met with the Trinity Metro (formerly The T) to discuss the possibility of express bus service from Kennedale to the downtown Fort Worth Intermodal Transportation Center and that they were also looking into the Via rideshare program, offered by the City of Arlington.

Mayor Johnson read a proclamation in recognition of Kids to Parks Day (Saturday, May 19, 2018). The City's associated event is KIDFISH from 9:00 a.m. to noon at Sonora Park.

IX. MONITORING INFORMATION

A. Monthly Financials – February 2018

B. Monthly EDC Financials and Activity Report

X. INCIDENTAL ITEMS

XI. REQUIRED APPROVAL ITEMS (CONSENT)

A. Consider approval of minutes from February 15, 2018 regular meeting

B. Consider approval of minutes from March 5, 2018 special meeting

C. Consider approval of Ordinance 641, approving a tariff authorizing an annual Rate Review

Mechanism (“RRM”) as a substitution for the annual interim rate adjustment process defined by section 104.301 of the Texas Utilities Code, and as negotiated between Atmos Energy and the Steering Committee of Cities Served by Atmos

- D. Consider approval of purchase of a John Deere 4M tractor through the HGACBuy program for the Streets & Parks Department

Motion To Approve Consent Agenda. **Action** Approve, **Moved By** Turner, Seconded By Lee. **Motion passed Unanimously.**

XII. DECISION ITEMS

- A. Discuss and consider acceptance of independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2017

Paula Lowe of Patillo, Brown & Hill presented a brief overview of the CAFR, noting that it was presented with an unmodified opinion, that the FY16 CAFR received a Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting, and that it was anticipated that the FY17 CAFR would as well.

Council agreed to postpone acceptance of the CAFR.

- B. Conduct a Public Hearing to consider authorizing funding participation with Tarrant County Community Development and Housing for the 44th Year Community Development Block Grant (CDBG) Project for water line improvements on Danny Drive

- 1. Staff Presentation

Public Works Superintendent Larry Hoover stated that the purpose of this public hearing was to identify a CDBG project, which must be in an area where the majority of homes are low/moderate income, and that staff recommends water line replacement on Danny Drive. There was some discussion by Backflow Customer Service Inspector (CSI) Dennis Brown regarding the asbestos pipes currently in use and the process for replacing those lines.

- 2. Public Hearing

No one signed up to speak at the Public Hearing.

- 3. Staff Response and Summary

There was no discussion at this time.

Motion To Approve funding participation with Tarrant County Community Development and Housing for the 44th Year Community Development Block Grant (CDBG) Project for water line improvements on Danny Drive. **Action** Approve, **Moved By** Turner, Seconded By Carrington. **Motion passed Unanimously.**

- C. Consider approval of Resolution 521 authorizing funding participation with Tarrant County Community Development and Housing for the 44th Year Community Development Block Grant (CDBG) Project for water line improvements on Danny Drive

There was no discussion at this time.

Motion To Approve Resolution 521 authorizing funding participation with Tarrant County Community Development and Housing for the 44th Year Community Development Block Grant (CDBG) Project for water line improvements on Danny Drive. **Action** Approve, **Moved By** Turner, Seconded By Carrington. **Motion passed Unanimously.**

- D. Consider appointment of Chair and Vice Chair of the Planning and Zoning Commission
Mayor Johnson stated that the P&Z Commission recommended Chris Pugh for Chair and Lary Adkins for Vice Chair.

Motion To Approve appointment of Chris Pugh as Chair and Lary Adkins as Vice Chair of the Planning & Zoning Commission. **Action** Approve, **Moved By** Gilley, Seconded By Lee. **Motion passed Unanimously.**

- E. Consider adoption of Resolution 519, adopting a policy for the calling of Regular and Special Meetings of the City Council and for the placement of items on the Council's Regular Agenda

There was no discussion at this time.

Motion To Approve Resolution 519, adopting a policy for the calling of Regular and Special Meetings of the City Council and for the placement of items on the Council's Regular Agenda. **Action** Approve, **Moved By** Gilley, Seconded By Mayor Pro Tem Joplin. **Motion passed 3-2**, with Carrington and Turner voting against.

Mayor Johnson recessed into Executive Session at 7:54 p.m.

XIII. EXECUTIVE SESSION

- A. Eric Elam v. Leslie Galloway (City of Kennedale); Cause # SC9342

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

XV. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn, **Moved By** Carrington, Seconded By Turner. **Motion passed unanimously.**

Mayor Johnson adjourned the meeting at 8:07 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of minutes from April 16, 2018 regular meeting

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

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.	2018_04.16_Minutes_City Council Regular Meeting_DRAFT_WM	2018_04.16_Minutes_City Council Regular Meeting_DRAFT_WM.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | April 16, 2018
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
WORK SESSION - 5:30 PM | REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:36 p.m.

II. WORK SESSION

A. Discussion of possible capital improvement projects and related Certificate of Obligation (CO) issuance

Public Works Superintendent Larry Hoover stated that the staff report lists those projects that were discussed during budget meetings as items to be potentially funded with a Certificate of Obligation (CO) Bond issuance. He added that staff, along with Shield Engineering, had since scored all potential projects (except those that could be affected by the ongoing negotiations with the City of Arlington) and ranked them using the priority matrix developed and adopted by the Utility & Infrastructure Board (UIB). He then introduced Craig Barnes of Shield Engineering, who stated that eleven projects receiving the top five ranking scores would be presented tonight:

Project Name [MATRIX SCORE]

- 12" Waterline S of I-20 (Gilman Rd and Bolen Rd) [59]
- TxDOT EMP (Equivalent-Match Project): Averett Road and Valley Lane [51]
- Add 10"/6" lines in Basin B-2 [51]
- 12" Waterline S of I-20 and along BU 287 [50]
- Danny Drive Water Improvements (CDBG) [50]
- Timberline Drive Sewer Improvements [50]
- Crestview Drive Sewer Improvements [50]
- Mistletoe Drive Sewer Improvements [50]
- Add 10" line in Basin B-2 [49]
- Danny Drive Pavement Improvements (by County) [49]
- Valley Lane [48]
- Eden (Mansfield Cardinal to BU 287) [48]

Following the presentation, Larry Hoover stated that the 3rd Street and Beacon Hill drainage projects were ready for construction but funding had not yet been identified. After some discussion about the cost and timing of these projects, City Manager George Campbell stated that these projects would be important to keep in mind during the upcoming budget process. He also suggested that the UIB review the projects further and bring their recommendations to Council as, going forward, he would like to see the UIB evaluate anything water- or wastewater-related – giving the examples of the CIP (Capital Improvement Plan) projects currently being discussed and the utility rate structure.

Campbell stated that he now understood that Council's direction was for staff to begin the bidding process for the 3rd Street (first priority) and Beacon Hill (second priority) drainage projects, if cash funding could be identified. Brady Olsen noted that there were more than \$2 Million in water and sewer projects, regardless of any contract with the City of Arlington.

- B. Discuss issuing of a request for proposal (RFP) for a forensic audit of the EDC Fund and/or the General Fund

Following discussion among Councilmembers and staff as to the normal scope of the customary Comprehensive Annual Financial Report (CAFR) for both the City and the Economic Development Corporation (EDC) and about budgetary issues in the past, the Council determined that the staff would begin drafting a proposed scope of service that might then be published as an RFP for additional audit services in the near future.

- C. Update regarding nominations for a Charter Committee

After a brief discussion, Council chose to delay further decisions until the newly-elected Councilmembers in Places 2 and 4 were sworn in so that their input could be received.

- D. Discussion of employee compensation

City Manager Campbell stated that staff had not received the salary and climate surveys for the Police and Fire Departments, but that there are issues of below-market-compensation in all departments of the City. He added that this would be good data to shape the budget process for FY19, but that if Council desired to make adjustments before that time, it would become a funding issue and would create possible inequities across departments.

- E. Discussion of the process to be used for the City Manager's annual performance review

City Manager Campbell stated that there had not yet been a discussion for the process or mechanism of his annual performance review, and that he was now seeking direction. Councilmember Kelly Turner expressed his concern with evaluating the City Manager based on expectations that – because of the change in Council makeup during his first year – he was not necessarily made expressly aware of beforehand. Mayor Pro Tem Joplin stated that, as Campbell is subject to International City/County Management Association (ICMA) Code of Ethics, that might be a good starting point. Mayor Brian Johnson stated that he understood that it was Council's desire that the ICMA review document be distributed to all Councilmembers so that they could review it for suitability.

- F. Discussion of Water Fund performance to date and the projected effects of potential rate adjustments

Finance Director Brady Olsen stated that the packet includes a line item review of the Water Fund through March and that revenues are on track to hit the budgeted number of about \$2.4 million for FY18. He added that staff expected to have the rate recommendations from the Texas Rural Water Association (TRWA) by the next meeting. In response to Mayor Pro Tem Jan Joplin's questions regarding the effects of her proposed water and wastewater rate reduction, Olsen confirmed that the reduction in revenues would be about \$250,000, and that the reserve policy for this fund was 18 to 25% of the annual expenditures. Joplin stated

that there was a request to have an action item to adopt updated rates. City Manager George Campbell stated that staff did not currently have the necessary information to draft a rate ordinance. Mayor Johnson stated that he felt that a more transparent method for rate adjustments was to have a citizen committee, recommendations from the UIB and staff, and public hearings before voting on a rate-setting ordinance.

G. Discussion of items on Regular Session

There was no discussion at this time. Mayor Johnson recessed at 7:34 p.m.

III. REGULAR SESSION

Mayor Brian Johnson called the Regular Session to order at 7:46 p.m.

IV. ROLL CALL

Present: Mayor Johnson; Mayor Pro Tem Joplin, Place 5; Rockie Gilley, Place 1; Sandra Lee, Place 3; and Kelly Turner, Place 4. **Absent:** Liz Carrington, Place 2

Staff: City Manager George Campbell, City Secretary and Communications Coordinator Leslie Galloway, Finance Director Brady Olsen, Fire Chief Mike McMurray, Police Chief Tommy Williams, Police Captain Darrell Hull, Public Works Superintendent Larry Hoover, Backflow Customer Service Inspector (CSI) Dennis Brown, Streets & Parks Crew Chief Ron Taylor, Library Director Amanda King, HR/EDC Manager Danielle Clarke, City Attorney Wayne Olson (TOASE)

V. INVOCATION

Mayor Pro Tem Jan Joplin delivered the invocation.

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

VII. VISITOR/CITIZENS FORUM

- **Frank Morris**, 5300 Independence Avenue, Arlington, stated his concern with the enforcement of building codes in the Glen of Village Creek subdivision.
- **Lana Sather**, 421 Corry A. Edwards, asked that the noise ordinance be evaluated and updated to further restrict and better define the hours and distances within.
- **Hollis Matthews**, 1252 Elmbrook Drive, stated his concern with the spending of the Economic Development Corporation (EDC).
- **Perry Clemnti**, 908 Creekside Court, declined to speak.
- **Kelli Rod**, 945 Little School Road, stated her thanks and admiration for Councilmembers Turner and Carrington for their decade of service to the City.

VIII. REPORTS/ANNOUNCEMENTS

A. Updates from the City Council

Councilmember Rockie Gilley stated his appreciation for staff quickly and professionally addressing a customer's utility issue in the Oakcrest neighborhood. He also thanked Public Works Director Larry Ledbetter for his service to the City of Kennedale.

Councilmember Sandra Lee stated that she attended an event in the Vineyards, and stated that they were having some issues with the pond in the neighborhood.

Mayor Pro Tem Jan Joplin also acknowledged the water department's work to address the

utility issue in Oakcrest. She also stated that in order to make good decisions, Council needs good information, and that she was frustrated with the \$500,000 adjustment to the Stormwater Fund. She added that the reason that Council voted against a Stormwater Fee increase was because she felt the fund was more robust at that time.

B. Updates from the City Manager

George Campbell stated that the materials for the TownCenter fountain repair were with the contractor, but that scheduling had not been finalized yet.

C. Updates from the Mayor

- Recognition of Dr. Liz Carrington's and Kelly Turner's years of service to the City of Kennedale as Councilmembers
- Proclamation presentation in recognition of April as Child Abuse Prevention Month

Mayor Johnson stated that he attended a meeting about the new Via transportation program in Arlington, which would offer rides for \$3.00; and a meeting regarding the high speed rail project and toll roads or "managed lanes". He invited everyone to the inaugural performance of the Theatre in the Park Program – *Music Man* at 7:30 p.m. on April 27 and 28.

Mayor Johnson thanked Councilmember Kelly Turner for his decade of service to the City of Kennedale, noting his service on several regional committees including the North Central Texas Council of Governments (NCTCOG) Emergency Preparedness Committee.

Councilmember Turner stated that he was proud of the accomplishments during his time as a Councilmember, including the expansion of Sonora Park and the addition of TownCenter and Rogers Farm Parks; the expansion of Little and Sublett roads, including sidewalks and landscape medians; the landscaping and sidewalks along Kennedale Parkway, which was largely grant-funded; the expansion of the sales tax revenues through the development of TownCenter and Oakcrest; and the addition of four significant neighborhoods.

He added that he felt all Council and Board members should be commended for their willingness to volunteer, as it is often a highly-criticized role; that he felt social media was an improper forum for policy discussion; that development should be planned by a singular adopted community vision; that leadership should capitalize on the opportunities the City's location affords us; that decisions should focus on the overall financial health of the City rather than the interests of specific groups; and that, overall, Councils must look at what's best for the population of the City as a whole – both now, and for the next 20-plus years.

Turner stated that he had two regrets: the under-compensation of staff and the hesitance to increase water rates incrementally as they needed to be, resulting in the large rate increase in 2016. He finalized by thanking staff, those who had served alongside him, and his family.

IX. MONITORING INFORMATION

A. Monthly Financials – March 2018

There was no discussion at this time.

B. Monthly EDC Financials and Activity Report

There was no discussion at this time.

X. INCIDENTAL ITEMS

XI. REQUIRED APPROVAL ITEMS (CONSENT)

- A. Consider approval of minutes from March 19, 2018 regular meeting
- B. Consider adopting Resolution 522, waiving the local matching funds on the New Hope Road Bridge Project, and applying those funds, instead, to other local approved structures
- C. Consider approval Resolution 523 to deny the Distribution Cost Recover Factor (“DCRF”) application by Oncor Electric Delivery LLC
- D. Discuss and consider acceptance of independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2017

Item A was removed at the request of Mayor Pro Tem Joplin as she had not reviewed them. Item D was removed at the request of Councilmember Gilley as he desired corrections to the CAFR transmittal letter and one correction to the audit numbers themselves.

Motion To Approve Consent Agenda, except items A and D. **Action** Approve, **Moved By** Mayor Pro Tem Joplin, Seconded By Lee. **Motion passed Unanimously.**

Motion To Postpone acceptance of the CAFR until the next Regular Meeting on May 21. **Action** Postpone, **Moved By** Gilley, Seconded By Mayor Pro Tem Joplin. **Motion passed Unanimously.**

XII. DECISION ITEMS

- A. Consider approval of TownCenter Municipal Complex and Park landscaping contract with Weldon's Lawn and Tree LLC, in the amount of \$23,040, annually

Public Works Superintendent Larry Hoover stated that six bids were received and that staff recommended Weldon's. Councilmember Lee noted that each of the three years were being billed at the same cost, despite “year one” of the contract being less than six months.

Motion To Approve the TownCenter Municipal Complex and Park landscaping contract with Weldon's Lawn and Tree LLC. **Action** Approve, **Moved By** Mayor Pro Tem Joplin, Seconded By Lee. **Motion passed Unanimously.**

In response to Mayor Pro Tem Joplin's question regarding a progress update on the Water Rate Study from the TRWA (Texas Rural Water Association), Finance Director Brady Olsen stated that staff expected to receive the report by the next Regular Meeting on May 21.

In response to Mayor Pro Tem Joplin's question regarding the violation of the requirements of a resolution, City Attorney Wayne Olson stated that by failing to add specific action items to the agenda after the request was made by at least two Councilmembers was, in his opinion, not following the intent of the resolution, but that there was no penalty attached.

Mayor Pro Tem Joplin reminded everyone of the Keep Kennedale Beautiful Cleanup (KKB) on Saturday, April 21. Mayor Johnson reminded everyone to vote in the May 5 election.

XIII. EXECUTIVE SESSION

Council did not convene into Executive Session.

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

XV. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn, **Moved By** Mayor Pro Tem Joplin, Seconded By Lee.
Motion passed unanimously.

Mayor Johnson adjourned the meeting at 8:47 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

DRAFT
UNTIL APPROVED
BY COUNCIL

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of minutes from April 23, 2018 special meeting

II. Originated by:

Leslie Galloway, City Secretary & Communications Coordinator

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.	2018_04.23_Minutes_City Council Special Meeting_DRAFT_WM	2018_04.23_Minutes_City Council Special Meeting_DRAFT_WM.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | April 23, 2018
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
WORK SESSION - 5:30 PM | REGULAR SESSION - 4:00 PM

I. CALL TO ORDER

Mayor Pro Tem Jan Joplin called the meeting to order at 4:00 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Joplin, Place 5; Rockie Gilley, Place 1; Sandra Lee, Place 3.

Absent: Mayor Johnson; Liz Carrington, Place 2; Kelly Turner, Place 4.

Staff: City Manager George Campbell, City Secretary and Communications Coordinator Leslie Galloway, Finance Director Brady Olsen, Public Works Superintendent Larry Hoover, HR/EDC Manager Danielle Clarke

III. WORK SESSION

A. Discussion of the Unassigned Fund Balance

In response to Councilmember Lee's question about the \$1.5 million that is designated as unassigned in the audit, Finance Director Brady Olsen stated that "unassigned" indicated that those funds are not set aside by ordinance or law for a specific purpose, but that those monies are used to maintain the adopted Fund Balance Policy of 18 to 25% of the annual expenditures, and therefore, it was not advisable to draw down that balance. He added that staff projects that the General Fund would end FY19 at around 19%, which is roughly \$340,000 below the 25% goal.

In response to Councilmember Gilley's question about the TIRZ/TIF Fund, Olsen stated that the fund was experiencing revenue growth and that, in coming years, would hopefully be able to pay itself back. In response to Gilley's question about the Tree Reforestation Fund, Olsen stated that he had not identified a use for these restricted monies in the current budget, but that he would further research the options during the FY19 budget process.

In response to Councilmember Gilley's question regarding staff's understanding of Council's direction for the FY19 Budget, City Manager Campbell stated that he understood that Council preferred to maintain the same or a lower tax rate.

IV. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn, **Moved By** Lee, Seconded By Mayor Pro Tem Joplin.

Motion passed unanimously.

Mayor Pro Tem Joplin adjourned the meeting at 4:22 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Discuss and consider acceptance of independent auditor's report (Comprehensive Annual Financial Report (CAFR)) for the fiscal year ended September 30, 2017

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

Paula Lowe, a partner in the Governmental Audit Division at Pattillo, Brown & Hill, presented the FY2017 CAFR at City Council's Regular Meeting on Monday, March 19, 2018. The relevant documents were attached to the Work Session item in the packet from that meeting.

This item also appeared on the Monday, April 16, 2018 Consent Agenda, but was postponed at the request of Council.

At the request of Councilman Gilley, the MD&A and transmittal letter were updated with his preferred language. This does not materially change the document, and we are not required to re-send new copies to various monitoring services.

All recent annual audits for both the City and the EDC can be viewed at www.cityofkennedale.com/cafr.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Alternative Actions (see below)

VII. Alternative Actions:

Acceptance of the CAFR as presented at the March 19, 2018 Regular Meeting.

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of Ordinance 642, reappointing Municipal Judge Bill Lane to a two-year term and approval of a two-year extension of the municipal judge's contract

II. Originated by:

George Campbell, City Manager

III. Summary:

The attached contract and related Ordinance — in accordance with the Internal Revenue Service (IRS) interpretation of officers of the court — establishes the Municipal Judge as an independent contractor. No changes have been made from the most recent contract, which commenced on May 16, 2016.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Ordinance 642 AppointingMunicipalJudge	Ordinance 642 AppointingMunicipalJudge.docx
2.	Bill Lane _ Municipal Judge _ Contract _ 2018	Bill Lane _ Municipal Judge _ Contract _ 2018.pdf

ORDINANCE NO. 642

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, APPOINTING THE JUDGE AND ASSOCIATE JUDGES OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF KENNEDALE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has created a municipal court of record, pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance; and

WHEREAS, the workload of the Kennedale Municipal Court is not large enough to support a full time Municipal Court Judge; and

WHEREAS, it is of great benefit to the City of Kennedale to have an experienced municipal court judge sit on the bench of the City of Kennedale municipal court; and

WHEREAS, Section 574.001, Texas Government Code requires that a finding be made to the effect that a person who serves as an officer in more than one appointed position obtain a finding from the governing body that such officer has satisfied Article XVI, Section 40 of the Texas Constitution; and

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

SECTION 1. It is hereby found that the office of municipal court judge of the City of Kennedale is of benefit to the State of Texas and to the City of Kennedale and that there is no conflict between the office of municipal court judge of Kennedale and the office of municipal judge in any other City.

SECTION 2. William "Bill" Lane is hereby reappointed as the Municipal Judge of the municipal court of record in the City of Kennedale, Texas, for a two-year term beginning May 21, 2018. At the expiration of said term in accordance with Article 16, Section 17 of the Texas Constitution Judge Lane shall continue to serve until his successor shall be duly qualified.

SECTION 3. Craig Magnuson and Erin Bakker are hereby appointed as the associate judges to serve when the Municipal Judge is temporarily absent or unable to serve.

SECTION 4. This ordinance shall be cumulative of all other ordinances of the City of Kennedale and shall not repeal any of the provision of such ordinances except in those instances when provisions of such ordinances are in direct conflict with the provisions of this ordinance in which the event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. 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 6. 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.

DULY PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 21st DAY OF MAY, 2018.

APPROVED:

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, WAYNE OLSON

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF KENNEDALE §

AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES

The Parties for this Agreement for Municipal Court Judge Services are Bill Lane (hereinafter referred to as "Lane") and the City of Kennedale, Texas (hereinafter referred to as "City"). Lane and the City are referred to collectively herein as "the Parties."

WHEREAS, the City desires to contract with Lane to perform the services of Municipal Court Judge; and

WHEREAS, Lane desires to contract with the City to provide services as the Municipal Court Judge;

NOW THEREFORE, for the mutual covenants and considerations described herein, the Parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Lane agrees to serve as the Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. The services provided hereunder shall include:

 - a. Attendance at regularly scheduled sessions of the Kennedale Municipal Court; and
 - b. Conducting other court hearings and trials at the Kennedale Municipal Court as may be necessary.
- 2. ALTERNATE JUDGES.** Lane agrees to provide two individuals, approved and appointed by the City Council, to serve as Alternate Judges of the Municipal Court. Said individuals will serve as Judge of the Municipal Court in Lane's absence. Said individuals must meet the minimum qualifications to serve as a Judge of the Municipal Court as outlined in the City Charter and Chapter 30 of the Texas Government Code. Lane shall be responsible for compensating and scheduling the Alternate Judges.
- 3. COURT FACILITIES.** The City will provide a suitable place for holding court and shall pay for all the expense of maintaining it. The City will furnish staff, supplies, and equipment sufficient for the operation of the Court.
- 4. HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and Lane. Currently the regularly scheduled session of the Municipal Court is set on the fourth Wednesday of the month.
- 5. CONSIDERATION.** As consideration for services provided herein, the City agrees to pay Lane the sum of \$1,200.00 monthly.
- 6. QUALIFICATION.** Lane declares that he is qualified to serve as Judge of the Municipal Court because he meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Lane agrees to maintain said qualifications throughout the term of this Agreement.
- 7. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Lane is an independent contractor to the City, not an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Neither Lane, nor his partners, agents, employees or Alternate Judges shall be deemed to

be an employee of the City for any purpose whatsoever, and Lane shall not be eligible to participate in any benefit program provided by the City for its employees. Lane shall be exclusively responsible for the payment of his own taxes, withholding payments, penalties} fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues.

8. INDEMNIFICATION. The City will defend, indemnify and hold Lane and any Alternate Judge appointed by the City harmless from any and all claims arising out of the good faith performance of the duties and functions as the Judge of the Municipal Court.

9. NOTICES. Notices pursuant to this Agreement will be given in writing and sent by First Class United States Mail or Personal Delivery, addressed as follows:

To Lane: Bill Lane, Attorney at Law
1110 Tennison Road, Azle Texas 76020

To the City: City Secretary, City of Kennedale
405 Municipal Drive, Kennedale, TX 76060

Each party will have the continuing obligation to advise the other party of any change of address.

10. MODIFICATION. No change or addition to this Agreement will be valid or binding Upon either party unless such change or addition be in writing) executed by both parties.

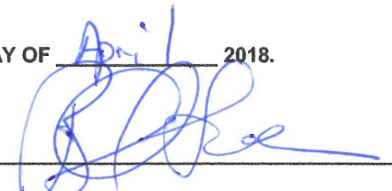
11. STATE LAW. This Agreement will be construed in a manner consistent with and not in derogation of the provisions of state law governing the Judge of the Municipal Court's jurisdiction, powers, duties, obligations or statutory term of office.

12. TERM. Notwithstanding the date of execution hereof, the term of this Agreement will be a two year term commencing on May 21, 2018.

13. TERMINATION.

- a. City may terminate this Agreement in accordance with Section 9.03 of the City Charter or in accordance with Chapter 30 of the Texas Government Code.
- b. Lane may terminate this Agreement by providing City thirty (30) days written notice, unless the parties agree otherwise in writing.
- c. In the event that this Agreement is terminated, the City will only be obligated to pay Lane under this Agreement up to the date of termination.

SIGNED AND AGREED TO ON BEHALF OF BILL LANE ON THIS THE 20 DAY OF April 2018.



BILL LANE

SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON THIS THE _____ DAY OF _____ 2018.

BRIAN JOHNSON, MAYOR



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of tax collection contract with Tarrant County

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

Throughout Texas, counties handle the collection aspect of the property taxation process. This is a standard yearly contract we enter into to allow Tarrant County to collect ad valorem taxes for the City. The rate remains unchanged from the previous year — \$0.98 per account — and is the lowest of any urban county in the state. It would, of course, be considerably more expensive to gain the necessary infrastructure and knowledge to perform this task internally.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Contract for Tax Collection TC 2018	Contract for Tax Collection 2018.pdf
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April 18, 2018

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com

In God We Trust

RON WRIGHT
Tax Assessor-Collector

Mr. Brady Olsen
Finance Director
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060

Dear Mr. Olsen,

I am pleased to enclose our tax collection contract for the coming year. The commission rate for Tax Year 2018 will remain at \$.98 per account. State law requires that I charge taxing entities my actual costs for tax collection. This rate continues to be the lowest collection fee rate of any urban county in Texas. The out-of-county accounts fee will remain \$2.60 per account. The rates will be applied to the Tax Year 2017 ending number of accounts.

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Year 2018. After the contracts have been signed, please return **ALL** copies to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 17, 2018**.

You will be invoiced for your collection commission by January 31, 2019 with payment due no later than February 28, 2019.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 14th** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail rjwright@tarrantcounty.com.

Sincerely,

A handwritten signature in cursive script that reads "Ron Wright".

Ron Wright, PCC
Tax Assessor-Collector
Tarrant County

COUNTY OF TARRANT

§
§

Agreement For the Collection of Taxes

Agreement made this ____ day of _____, 2018, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Kennedale hereinafter referred to as **City**, whose address is 405 Municipal Dr, Kennedale, TX 76060.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the City.

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

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars (\$100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide the City of Kennedale the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Tax Roll Summary Year-to-Date Summary Report Part A, B and C Detail Collection Summary Report Distribution Summary Detail Collection Summary By Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
Annual:	Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary By Year
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III.

COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars and sixty cents (\$2.60) per account located outside Tarrant County. The number of accounts billed will be based on the July 25 billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31, 2019** with payment to be received from the

City by February 28, 2019.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.
AUDITS**

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the City.

**V.
TAX RATE REQUIREMENT**

The City will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the City's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by Friday, September 14, 2018. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Kennedale will be paid by City of Kennedale.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

**VII.
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Kennedale due to unforeseen or unanticipated circumstances.

**VIII.
INVESTMENT OF FUNDS**

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Kennedale exceeds collections for City of Kennedale, City of Kennedale will be placed in a negative status and no distributions made to City of Kennedale until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2018 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ ***DATE*** _____
RON WRIGHT,
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR City of Kennedale

BY: _____ ***DATE*** _____
TITLE: _____

FOR TARRANT COUNTY:

BY: _____ ***DATE*** _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ ***DATE*** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE*

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

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider Approval of Amendment 2 to the Engineering Contract with Freese and Nichols for the TxDOT New Hope Road Bridge Replacement Project

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

In June 2015, the City Council approved a contract with Freese and Nichols for the design of a four-lane roadway for the entire length of New Hope Road within Kennedale. The original contract amount was \$172,635. In April of 2016, the contract cost was amended (Amendment 1) to \$225,676, with the plans focusing on the southern 3,000 feet of road, as one of the culverts in this area was selected by TxDOT as an off-system bridge replacement program project. The contract also provides 90% of the design necessary for this future project that TxDOT would be generating.

Amendment 2 focuses on the TxDOT-related design requirements and will be the basis of TxDOT-created bid and construction documents. Freese and Nichols submitted a cost breakdown of the contract, which includes a credit of \$53,000 from the Amendment 1 contract, now applied towards the Amendment 2 price of \$363,000, leaving the total amount owed at \$310,000 for the current amendment.

The New Hope Road Bridge Replacement Project will be constructed by TxDOT. The project is scheduled to be let (made available for bidding) in August 2020.

IV. Fiscal Impact Summary:

Funding for this project will need to be appropriated in FY19, through the operating budget as either an operating expense or through the issuance of debt.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	HISTORICAL_ TxDOT New Hope Bridge Replacement Original Contract 2015	TxDOT New Hope Bridge Replacement Original Contract 2015.pdf
2.	HISTORICAL_ Amendment 1 (2016)	Amendment 1 2016.pdf
3.	CURRENT CONSIDERATION_ Amendment 2 (2018)	KEN15333 Amd #2 signed by FNI.PDF

AGREEMENT FOR PROFESSIONAL SERVICES

KEN15333

STATE OF TEXAS §

COUNTY OF TARRANT §

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

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: New Hope Road from US 287B to Hudson Village Creek. Paving improvements for a 1.8 mile four lane divided roadway.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$172,635. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

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

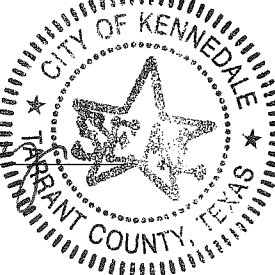
This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 29th day of June 2015.

ATTEST:

Lislie Holloway



City of Kennedale, Texas
(OWNER)

By: Brian Johnson
Brian Johnson, Mayor
Print or Type Name and Title

ATTEST:

Mazon H. Kawasmi

Freese and Nichols, Inc.
(FNI)

By: Brian C. Coltharp
Brian C. Coltharp, V.P.
Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Project Description:

The following scope of services has been prepared to assist the City of Kennedale (City) with professional engineering and environmental services associated with the proposed New Hope Road expansion project. It is our understanding that the City is proposing to upgrade a 1.8 mile, 2-lane roadway generally from north to south from U.S. Business Hwy 287 to Hudson Village Creek Road in Kennedale, Tarrant County, Texas to a 4-lane divided roadway. The roadway is assumed to be designed and constructed in two phases, with half of the travel lanes in each phase. The schematic design proposed in this contract will consider both of these phases. The roadway would cross three unnamed tributaries of Village Creek with three culvert replacements and have an at-grade railroad quiet zone crossing.

The design services are broken into two phases. The first phase will be alignment study leading up to the TxDOT bridge replacement. The TxDOT bridge replacement location is located approximately 1,400 feet north of Hudson Village Creek Road. This study will look at the north and south roadway approaches approximately 1,000 feet in each direction. The second phase will be the remainder of the alignment limits. All scope applies to both phases except as otherwise noted. The breakdown of effort for each phase is included in Attachment CO – Compensation.

ARTICLE I

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

A. SCHEMATIC DESIGN

- a. **Data Collection and Site Visit.** FNI will review as-built drawings and proposed development plans in the project area provided by OWNER for implementation into design. FNI will visit the site to document existing conditions.
- b. **Preliminary Alignment Study.** In order to develop a preliminary alignment, FNI will identify site constraints, develop a typical roadway section, develop drainage crossing alternatives, and roadway alignment alternatives. FNI will prepare exhibits showing these alternatives as part of a preliminary alignment study. The deliverable for this task will be a technical memo documenting project issues and approaches taken to develop a preferred alignment. FNI will provide three (3) hard copies of this memo and a PDF.
 - i. **Identify Site Constraints.** FNI will review topography, parcel impacts, environmentally sensitive areas, existing utility lines (based on information provided by utility companies), etc to establish existing site constraints for the project.
 - ii. **Develop Roadway Typical Section.** FNI will develop typical section alternatives to fit within the preferred right-of-way width to accomplish the goals set forth in the TRZ (Transportation Reinvestment Zone) document in regards to travel options for drivers, bicyclists and pedestrians. It is assumed that this project will be built in two phases with half of the lanes built in the first phase and the remaining lanes built at a later date.
 - iii. **Develop Drainage Crossing Alternatives.** FNI will consider the design approach for each of the drainage crossings to include elevation of the roadway and the size of drainage crossing (including bridge if applicable).
 - iv. **Develop Roadway Alignment Alternatives.** FNI will prepare exhibits to show specific design alternatives regarding alignments. FNI will provide discussion of the positives and negatives of each design alternative for consideration.

- c. **Design Schematic.** FNI will develop a design schematic showing the plan and profile of the proposed roadway. Bridge/culvert locations will be identified in plan and profile with preliminary sizing. The deliverable will be a plan and profile design schematic with up to two (2) revisions. Two (2) hard copies of the schematic and a PDF will be provided at each submittal. A detailed topographic survey will not be provided. Vertical design will be preliminary based on available one (1) foot GIS data. For Phase I design limits will be included with Phase II submittals.
- d. **Meetings.** Up to two (2) meetings in Phase I and six (6) meeting in Phase II with the client and/or affected property owners.
- e. **TxDOT Bridge Replacement Design Review and Coordination. (Phase I only)** FNI will coordinate with TxDOT and OWNER regarding their planned bridge replacement approximately 1,400 feet north of Hudson Village Creek Road on New Hope Road. FNI will review alignment and layout of bridge design and hydraulics to verify compliance with City standards and the New Hope Road reconstruction.

B. PROPERTY MAP SURVEY

- a. **Design Survey.** Research parcels/lots along the proposed route and obtain copies of subdivision plats, utility easements and metes & bounds deeds. Prepare a deed sketch and locate property corners and establish existing right-of-way lines. Analyze and calculate the right-of-way and property lines of adjoining parcels. Addresses of parcels/lots shall be obtained and shown on the final design drawing. Provide a digital map in MicroStation V8i format, showing current ownership, addresses, easements and found property corners.

C. HYDRAULICS AND HYDROLOGY

- a. **Data Collection:** FNI will obtain FEMA FIS reports, Hydrologic and/or Hydraulic models, effective LOMRs etc. as needed as well as obtain the draft VC-4 watershed models produced by Halff Associates for analysis of the existing and proposed crossings.
- b. **Hydrology:** FNI will utilize the draft HEC-HMS models developed by Halff Associates for the VC-4 watershed. FNI will review these models for general appropriateness and notify the Owner if additional modeling is necessary. The 100-year fully developed discharge will be approximated from these models existing conditions models.
- c. **Hydraulic Analysis:** FNI will model the existing and proposed crossings at schematic level using the HEC-RAS models developed by Halff Associates for the VC-4 watershed. FNI will review these models for general appropriateness and notify the Owner if additional modeling is necessary. FNI will update these models with design topography in the area of the road if available. Minor drainage crossings will be analyzed using CulvertMaster or HY-8.
- d. **Crossing Sizing:** A single recommended schematic culvert size will be determined for four identified stream crossings. The culverts will be sized to convey the approximated fully developed 100-year event as well as be sized to cause no adverse impact to the floodplain under existing land use conditions unless infeasible.
- e. **Technical Memorandum:** FNI will produce a technical memorandum describing the hydrology and hydraulic assumptions, methodologies, and results including recommended schematic crossing sizes. The technical memorandum will also discuss floodplain regulatory considerations and FEMA coordination for final design and post-construction.

D. ENVIRONMENTAL
PHASE I

Phase I of the project consists of the south 0.47 mile (2,500 linear feet) of proposed New Hope Road expansion project area.

Task 1. Gather and Review Existing Information

FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.

Task 2. Conduct Pedestrian Survey

FNI will conduct a pedestrian survey along the existing roadway right-of-way (ROW) to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.

Task 3. Coordinate with the Texas Historical Commission

Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed one or both of these thresholds, coordination with THC is assumed to be required. FNI will draft a consultation letter to the THC for City's review and comment. FNI will incorporate City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization.

Task 4. Prepare Technical Memorandum

Based on our understanding of the proposed project, it appears that the pipeline could be constructed to meet the terms and conditions of NWP 14, without requiring notification to the USACE. Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status. This memorandum will also include a discussion of how the proposed project would meet the terms and conditions of NWP 14, without requiring notification to the USACE. The draft technical memorandum will be submitted to the City for review and comment. After incorporating City's comments into the document, FNI will submit a final technical memorandum to the City.

PHASE II

Phase II of the project consists of the north 1.33 miles (7004 linear feet) of proposed New Hope Road expansion project area.

Task 1. Gather and Review Existing Information

FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.

Task 2. Conduct Pedestrian Survey

FNI will conduct a pedestrian survey along the existing roadway right-of-way (ROW) to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.

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ARTICLE II

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

- A. Design of the Project beyond schematic design as outlined in Article I.
- B. Providing detailed topographic survey.
- C. Field layouts or the furnishing of construction line and grade surveys.

- D. GIS mapping services or assistance with these services.
- E. Preparation of right-of-way and/or easement legal documents.
- F. Providing renderings, model, and mock-ups requested by the OWNER.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- J. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- K. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- M. Provide Geotechnical investigations, studies and reports.
- N. Additional Environmental Services:
 - 1. Preparation of a Pre-Construction Notification (PCN) for submittal to the USACE.
 - 2. Conducting an archeological survey along the proposed roadway alignments.
 - 3. Formal delineations of potential waters of the U.S.
 - 4. Preparation of a preliminary Jurisdictional Determination report.
 - 5. Conduct a tree survey as per the Kennedale, Texas Code of Ordinances; Chapter 16 (*Recreation and Cultural Activities*); Article VI (*Natural Resource Management*).
 - 6. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
 - 7. Preparation of an individual 404 permit application (IP).
 - 8. Presence/absence surveys for federally listed threatened/endangered species.
 - 9. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
 - 10. Application for General Land Office Easement.
 - 11. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
 - 12. Other environmental services not specifically defined in this scope of services.

ARTICLE III

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

Phase I

Preliminary Alignment Study – 4 months after notice to proceed

Preliminary Design Schematic – 1 month after preliminary alignment study meeting

Final Design Schematic – 1 month after schematic review meeting

Phase II (separate notification from City required prior to commencing work)

Preliminary Alignment Study – 4 months after notice to proceed

Preliminary Design Schematic – 1 month after preliminary alignment study meeting

Final Design Schematic – 1 month after schematic review meeting

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

ARTICLE IV

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

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project.
- H. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- J. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative –	Larry Ledbetter 923 E. Kennedale Parkway Kennedale, TX 76060 Phone: 817-975-2171 E-mail: lledbetter@cityofkennedale.com
FNI's Designated Representative –	Mazen Kawasmi 4055 International Plaza, Suite 200 Fort Worth, TX 76109 Phone: 817-735-7432 Fax: 817-735-7491 E-mail: mhk@freese.com
FNI's Accounting Representative –	Stephanie Steinmetz 2711 N. Haskell Ave., Ste. 3300 Dallas, TX 75204 Phone: 214-217-2212 Fax: 214-217-2201 E-mail: stephanie.steinmetz@freese.com

COMPENSATION

Lump Sum: Compensation to FNI shall be the lump sum total of One Hundred Seventy Two Thousand Six Hundred Thirty Five Dollars and No Cents (\$172,635). This compensation will be broken into Phase I and Phase II as described in Attachment SC. Phase I compensation shall be a lump sum total of Sixty-Two Thousand Nine Hundred Seventy Nine Dollars and No Cents (\$62,979) and shall be authorized by this contract approval. Phase II compensation shall be a lump sum total of One Hundred Nine Thousand Six Hundred Fifty Six Dollars and No Cents (\$109,656) and shall require separate written approval prior to commencement of work. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

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

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

OTHER DIRECT EXPENSES:

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

These rates will be adjusted annually.

1022015

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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OTHER DIRECT EXPENSES:

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

These rates will be adjusted annually.

Exhibit A – Project Overview Map



Kelly Shriver

From: Alex Garcia
Sent: Wednesday, April 13, 2016 4:41 PM
To: 'Bob Hart (bhart@cityofkennedale.com)'
Subject: RE: New Hope Road Contract Amendment #1

Bob,

Under the hydraulic analysis section of the scope, I mistakenly left in item #2 but removed it from the hours. This item is not anticipated for this project, so if you are agreeable, I would like to strike that item from the scope of services.

Alex Garcia, PE, PTOE

Freese and Nichols, Inc.

4055 International Plaza, Suite 200
Fort Worth, TX 76109-4895
Direct: (817) 735-7321
Blog: <http://www.freese.com/onward-upward>

From: Alex Garcia
Sent: Friday, April 08, 2016 4:59 PM
To: 'Bob Hart (bhart@cityofkennedale.com)' <bhart@cityofkennedale.com>
Cc: Mazen Kawasmi <Mazen.Kawasmi@freese.com>; Brian Coltharp <BCC@freese.com>; Chris Bosco <CB@freese.com>
Subject: New Hope Road Contract Amendment #1

Bob,

Attached you will find our contract amendment for New Hope Road. We are proposing to take the southern-most 3000 feet of the project limits from the schematic design to a 90% design level. This will include roadway design, hydraulic analysis and design, design survey and subsurface utility engineering. I have included the following documents detailing out the anticipated work:

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

Please review and let me know if you have any questions regarding this proposal. We appreciate the opportunity on this project and look forward to continuing our partnership with Kennedale.

Have a great weekend!

Alex Garcia, PE, PTOE

Freese and Nichols, Inc.

4055 International Plaza, Suite 200
Fort Worth, TX 76109-4895
Direct: (817) 735-7321
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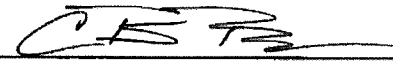

CONTRACT CHANGE AUTHORIZATION
Amend #1

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

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

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

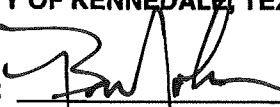
FREESE AND NICHOLS, INC.:

BY: 
Chris B Bosco
 Print Name

TITLE: Principal

DATE: Principal 4/8/16

CITY OF KENNEDALE, TEXAS:

BY: 
Brian Johnson
 Print Name

TITLE: Mayor

DATE: 4/8/16

New Hope Road

Scope of Services – Contract Amendment #1

Description

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

Roadway Design

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

Services not included in roadway design:

1. Geotechnical design – including wall design and pavement design

Please see April 2016 email from
Alex Garcia (Freese and Nichols)
to then-City Manager Bob Hart

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

Hydraulic Analysis

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

Assumptions:

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

Survey

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

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

Subsurface Utility Engineering (SUE)

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

Schedule

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

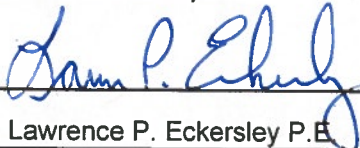

CONTRACT CHANGE AUTHORIZATION
Amend #2

Client: City of Kennedale 923 E. Kennedale Parkway Kennedale, TX 76060 Attn: Larry Hoover	FNI Project No.: KEN15333	
	Client Contract Ref.:	
	Date: January 18, 2018	
Project Description: New Hope Road		
Description of Services Added/Deleted: As more fully described in the attached Scope of Services		
Deliverables: As more fully described in the attached Scope of Services		
Compensation shall be adjusted as follows: A lump sum fee of Three Hundred Ten Thousand Dollars (\$310,000).		
	Original Contract	\$172,635
	Amendment #1	\$225,676
	Amendment #2	\$310,000
	Revised Total Contract	\$708,311
Schedule shall be adjusted as follows: As more fully described in the attached Scope of Services		

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

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

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


 Lawrence P. Eckersley P.E.
 Print Name

BY:

Print Name

TITLE: Principal & COO

TITLE:
DATE: January 23, 2018

DATE:

New Hope Road

Scope of Services – Contract Amendment #2

Description

The City of Kennedale has received funding through TxDOT's off-system bridge replacement program. As part of this process, TxDOT has requested that the City be responsible for obtaining the engineering design for this off-system bridge replacement. This project will be for the creek crossing approximately 1400 linear feet north of Hudson Village Creek Road. The preliminary design completed showed this as four (4) 10'x6' reinforced concrete box culverts. This project will construct two (2) concrete divided lanes for approximately 200' of New Hope Road with median curbs and open drainage on the outside edges. These lanes will be positioned to match up with the ultimate 4 lane divided roadway in this section. The pavement will then be transitioned in asphalt (approximately 275' on each side) to match the existing roadway pavement for approximately This project will be reviewed, approved and let by TxDOT. TxDOT will also manage construction of the project.

Roadway Design

1. General
 - a. FNI will hold a kickoff meeting for the project with both TxDOT and the City of Kennedale.
 - b. FNI will visit the project to review current conditions.
 - c. FNI will be available to assist the City with setting the project up with TxDOT. This will include reviewing and providing guidance regarding the Advanced Funding Agreement, Design Summary Report, and providing other guidance regarding required documentation to be completed by the City at TxDOT's request.
 - d. Meetings and Coordination
 - i. FNI will attend up to four (4) progress review meetings with the City and/or TxDOT
 - ii. FNI will attend up to four (4) other various coordination meetings. These may include meetings with property owners, franchise utility companies, etc.
 - iii. FNI will coordinate with franchise utilities near the project to notify them of the project and respond to questions regarding FNI's design. FNI will endeavor to obtain anticipated clearance or conflict communication. FNI will periodically contact franchise utilities which are in conflict regarding anticipated relocation plan and timing ahead of and during construction.
2. 60% Submittal Package – Project is anticipated to include the following elements. Elements not identified below may be considered an additional service. Each submittal will also include an internal quality control review, updated opinion of probable cost and preparation of required forms for TxDOT (1002 Form, comment responses, etc.)
 - a. General
 - i. Cover sheet
 - ii. Index
 - iii. Project Layout
 - iv. Survey Control
 - v. Quantity Summaries
 - vi. General Notes

- vii.
 - viii. Typical Sections
 - b. Traffic Control
 - i. Construction Phase Narrative
 - ii. Construction Phase Typical Sections
 - iii. Phase I Layout
 - iv. Phase II Layout
 - v. Traffic Control Details
 - c. Roadway
 - i. Geometric Data
 - ii. Removal Layout
 - iii. Paving Plan and Profile
 - iv. Driveway Layout
 - v. Retaining Wall Plan and Profile
 - vi. Grading Plan
 - vii. Roadway Standard Details
 - d. Drainage – it is assumed that the roadway lanes will be uncurbed on the outside and therefore not require closed drainage system. Closed drainage design beyond the cross culvert will be an additional service.
 - i. CULVERT DRAINAGE AREA MAP
 - ii. CULVERT CALCULATIONS
 - iii. CULVERT PLAN AND PROFILE
 - iv. Street drainage area map
 - v. Hydraulic Calculations (for roadside ditches)
 - vi. Drainage Standard Details
 - e. Utilities
 - i. Existing Utility Layout (proposed utility relocations not to be shown)
 - f. Pavement Markings and Signage
 - i. Pavement Marking Layout
 - ii. Signage Layout
 - iii. Summary of Small Signs
 - iv. Markings and Signage Standard Details
 - g. Environmental
 - i. SW3P Layout (EPIC sheet will be prepared by TxDOT)
 - ii. Erosion Control Standard Details
 - 3. 90% Submittal, 95% & Final Submittals
 - a. All the elements shown above will be updated based on TxDOT review comments.
 - b. Preparation of Contract Time estimate
 - 4. Bid Phase. It is anticipated that this project will be let by TxDOT.
 - a. FNI will attend a pre-bid meeting (if one is held) and be available to answer questions regarding the project.
 - b. FNI will assist with responding to questions by potential bidders during the project advertisement period.
 - c. FNI will prepare addenda as necessary during the advertisement period.

5. Construction Phase. It is anticipated that the construction contract will be administered by TxDOT.
 - a. FNI will attend a pre-construction meeting.
 - b. FNI will attend weekly progress meetings as requested (Up to 34)
 - c. FNI will attend up to eight (8) site visits.
 - d. FNI will review and respond to contractor requests for information regarding the plans.
 - e. FNI will review submitted shop drawings for conformance with design. Approval does not relieve the contractor of adherence to the contract drawings unless explicitly stated.
 - f. FNI will review change orders for general conformance with the construction plans or construction revisions. Detailed review regarding rates, hours, etc. will remain the responsibility of TxDOT.
 - g. FNI will attend a final walkthrough and provide a listing of potential deficiencies to TxDOT for incorporation into the overall list prepared by TxDOT.
 - h. Provide as-built drawings (if requested).

Additional services

- Design, bid and construction phase services required for the project to be locally let. It is assumed the project will remain state let.
- Project Manual preparation. This is anticipated to be completed by TxDOT for a TxDOT let contract.
- Preparation of bid analysis, recommendation letter, contracting, meeting administration, submittal and RFI tracking, and other items associated with advertising and constructing the project as TxDOT will be responsible for these items.
- Environmental permitting for the project. TxDOT's communication identified that they will be responsible for preparing this permitting effort.

Hydraulic Analysis

1. FNI will adjust the cross-section layout for the HEC-RAS model based on the design alignment if necessary.
2. FNI will evaluate one box culvert design configuration for the crossing to determine the geometry required to meet the design objectives and criteria.
3. FNI will evaluate scour potential for the stream channel running parallel to the road on the upstream side of the crossing. The results of this analysis will be used to evaluate measures to protect the road embankment or retaining wall.
4. A Hydraulic Report will be prepared for submission to TXDOT addressing the design and hydraulic considerations outlined in the TXDOT Hydraulic Design Manual. Hydraulic data sheets will be developed for the crossing and incorporated in the construction plans. Up to 5 copies of the report will be provided.

Assumptions:

1. The models developed previously by FNI based on models developed by Halff Associates will be the basis of the design models.
2. The hydraulic structures will be sized to meet the City of Kennedale hydraulic criteria, but results will be provided for TXDOT criteria.

3. It is understood a FEMA map change is contemplated for the watershed at some point in the future. It is assumed the Special Flood Hazard Area in the project vicinity is not revised during the design and no floodway modeling is necessary. Revisions to modeling based on revised floodplain models is an additional service. Preparation and submittal of Letter of Map Revision or Conditional Letter of Map Revision to FEMA is an additional service.

Geotechnical

The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, engineering analysis, and reporting, as presented below. This section of New Hope Road is underlain by the Woodbine geologic formation. The surficial soils will be clay soils that will transition into shale and sandstone bedrock of the Woodbine.

The geotechnical report will comprise a memorandum with the purpose of characterizing the subsurface materials at the project site as they relate to pavement design, subgrade treatment and preparation, geotechnical design for the culvert and bridge walls, and recommendations associated with earthwork and constructability.

1. Field Exploration

- a. Select and mark 2 boring locations and notify Texas 811, appropriate City department(s) to request location and marking of existing underground utilities prior to the field exploration. The 2 borings will provide subsurface information for the approximately 750-foot long roadway section with borings on both ends of the project.
- b. The existing New Hope Road at this section is a 2-lane asphalt road. Due to fence lines and overhead utilities on both sides of the road, there does not appear to be sufficient clearance for drilling rig access as the rig operating area would extend into the roadway. Therefore, the exploratory core borings will be drilled through the existing pavement or just off the edge of the pavement. Drilling through the pavement will require closing one lane of traffic during the drilling which includes traffic control and flagmen to route traffic around the drilling equipment.
- c. Subcontract with a geotechnical drilling contractor to drill a maximum of 2 borings to a maximum depth of 40 feet each, or until 5 feet of competent bedrock material has been penetrated, whichever is less, with a minimum borehole depth of 30 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings and the pavement surface patched.
- d. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

2. Laboratory Testing

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.

- b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Dry unit weight
 - iv. Unconfined compressive strength
 - v. Lime series (pH method)
 - vi. Soluble sulfate content
 - vii. Overburden Swell

3. Engineering Analysis

Prepare a technical memorandum of the geotechnical investigation to include:

- a. Attachments with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
- b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
- c. Recommendations for pavement subgrade treatment.
- d. Pavement thickness calculations. These calculations require design traffic volumes which will be determined by FNI design engineers as a part of the project.
- e. Foundation support of the proposed box culvert.
- f. Foundation and stability parameters for the proposed walls.
- g. Lateral earth pressures for subsurface structures.
- h. General discussion of expected construction related issues.
- i. Earthwork related recommendations for use during development of the plans and specifications.

Schedule

- FNI will provide 60% design plans 10 weeks after notice to proceed
- FNI will provide 90% design plans 5 weeks after receipt of comments on previous submittal.
- FNI will provide 95% design plans 4 weeks after receipt of comments on previous submittal.
- FNI will provide 100% design plans 3 weeks after receipt of comments on previous submittal.

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of the engineering contract with Freese and Nichols for the local match projects related to the New Hope Road Bridge TxDOT Bridge Replacement Project

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

Freese and Nichols Engineering has submitted a contract of \$37,524 for the design and the facilitation of construction of the two local match projects associated with the New Hope Road Bridge Project, as identified in Resolution 522 (attached) that was adopted by the City Council in April of 2018. The contract covers the entire project from start to finish, including design, bidding, and construction.

The local match projects will be a locally let, meaning that the City will be responsible for completion of all aspects of the projects following the TxDOT local let project requirements. One such requirement is that these two projects must be completed within three years of approval by the State.

IV. Fiscal Impact Summary:

Funding for this project will need to be appropriated in FY19, through the operating budget as either an operating expense or through the issuance of debt.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Valley and Averett Roads Agreement	Valley and Averett Roads Agreement.pdf
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AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

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

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: City agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; City agrees to pay to FNI compensation. The Project is described as follows: Structural Repairs to Bridges at Averett Road and Valley Lane.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$37,524.
If FNI's services are delayed or suspended by City, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the City and FNI.

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

This Agreement constitutes the entire Agreement between City and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of _____, 2017.

ATTEST:

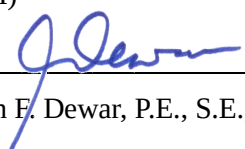
City of Kennedale
(City)

By: _____

Print Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

By:  _____

John F. Dewar, P.E., S.E., Principal & Vice-President

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services to the City of Kennedale for Design, Bid, and Construction Phase Services for Repair of the Averett Road and Valley Lane bridges. This work shall consist of spall repairs and guardrail installation along the Valley Lane Bridge and approaches, and minor stream stabilization to protect bridge piers and mill and overlay of Averett Road in vicinity of the creek crossing.

A. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Attend and facilitate initial design review meeting with City and design team.
2. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (surveys to be furnished as Additional Services, pursuant to Article II).
3. Conduct Environmental Review
 - a. *Task 1. Gather and Review Existing Information.* FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the site visit. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.
 - b. *Task 2. Conduct Pedestrian Survey.* FNI will conduct a site visit to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a PCN to the USACE.
 - c. *Task 3. Prepare Technical Memorandum.* Based on our understanding of the proposed project, it appears that the bridge rehabilitation project could be designed to meet the terms and conditions of NWP 14 without requiring notification to the USACE. Information gathered during the site visit will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status. This memorandum will also include a discussion of how the proposed project would meet the terms and conditions of NWP 14 without requiring notification to the USACE. The draft technical memorandum will be submitted to the City for review and comment. After incorporating City's comments into the document, FNI will submit a final technical memorandum to the City.
4. Attend and facilitate 90% design review meeting with City and design team.
5. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
6. Upon final approval by City, FNI will provide City two (2) sets of "Final" drawings and specifications.

B. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

1. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
2. Prepare bid tabulation and letter of recommendation upon receipt of bids.

3. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

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

1. Assist City in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
4. Make two (2) visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City. Visits to the site in excess of the specified number are an additional service.
5. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

6. Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
7. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
8. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

ARTICLE II

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

- A. Field surveying required for the preparation of designs and drawings.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- F. Providing renderings, model, and mock-ups requested by the City.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

- J. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Furnishing the services of a Resident Project Representative to act as City's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for City against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If City provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. City agrees that whenever FNI informs him in writing that any such personnel provided by the City are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- L. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- M. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.
- N. Assisting City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- O. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- P. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- S. Services required to resolve bid protests or to rebid the projects for any reason.
- T. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.

- U. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- V. Providing services after the completion of the construction phase not specifically listed in Article I.
- W. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- AA. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- BB. Provide follow-up professional services during Contractor's warranty period.
- CC. Provide Geotechnical investigations, studies and reports.
- DD. Additional Environmental Services
 - a. Preparation of a Pre-Construction Notification (PCN) for submittal to the USACE.
 - b. Coordination with the Texas Historical Commission.
 - c. Conducting an archeological survey along the proposed pipeline alignments.
 - d. Formal delineations of potential waters of the U.S.
 - e. Preparation of a preliminary Jurisdictional Determination report.
 - f. Conduct a tree survey as per the Kennedale, Texas Code of Ordinances; Chapter 16 (*Recreation and Cultural Activities*); Article VI (*Natural Resource Management*).
 - g. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
 - h. Preparation of an individual 404 permit application (IP).
 - i. Presence/absence surveys for federally listed threatened/endangered species.
 - j. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
 - k. Application for General Land Office Easement.
 - l. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
 - m. Other environmental services not specifically defined in this scope of services.

ARTICLE III

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

Pre-final plans (90%) – 8 weeks after notice-to-proceed

Final Plans (100%) – 8 weeks after review of 90% plans

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

ARTICLE IV

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

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

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

- any costs that City would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the City.
- Any costs that are due to the Contractor

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

- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive

information, interpret and define City's policies and decisions with respect to FNI's services for the Project.

- C. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. City shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If City designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative

Larry Hoover
150 N Little School Rd.
Kennedale, TX 76060
817-985-2170 Office
817-985-2115 Fax

FNI's Designated Representative

Alex Garcia, PE
4055 International Plaza, Suite 200
Fort Worth, TX 76109
817-735-7321 Office
aig@freese.com

FNI's Accounting Representative

Stephanie Kirchstein
4055 International Plaza, Suite 200
Fort Worth, TX 76109
214-217-2212 Office
Stephanie.kirchstein@freese.com

TERMS AND CONDITIONS OF AGREEMENT

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

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000,000	\$3,000,000 Annual Aggregate	

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

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

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

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

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

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

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

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

I. Subject:

Consider approval of Resolution 525, authorizing the Mayor to sign the Advanced Funding Agreement (AFA) for the New Hope Road Bridge Replacement Project with TXDOT

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

In April 2018, the City Council approved resolution 522 that provided the Texas Department of Transportation (TxDOT) with a recommendation for two projects to apply our 10% match for the New Hope Road Bridge Replacement project.

The Averitt Road and Valley Lane improvements were approved by TxDOT as fundable projects and the related Advance Funding Agreement is attached. The projects are to be funded completely by Kennedale with \$88,442.26 of project estimates totalling \$214,946.00, meeting our 10% match on the New Hope Road Bridge Project.

TxDOT bid letting of the New Hope Road bridge replacement project is scheduled to be in August of 2020, assuming the two local projects are completed during that time.

The attached Resolution 525 authorizes the Mayor to sign the attached Local Project Advanced Funding Agreement (LPAFA).

IV. Fiscal Impact Summary:

Funding for this project will need to be appropriated in FY19, through the operating budget as either an operating expense or through the issuance of debt.

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R525	R525 AdvanceFundingAgreementNewHopeRoadBridgeProjectTxDOT.pdf
2.	New Hope Road TXDOT LPAFA	New Hope Road TXDOT LPAFA.pdf

RESOLUTION NO. 525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR BRIDGE REPLACEMENT ON KENNEDALE/NEW HOPE ROAD; 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, it is the intent of the City Council to protect the public health, safety and welfare; and

WHEREAS, the City prepared and submitted to the State an application for consideration under the Local Project Advance Funding Agreement (LPAFA) for the project which is briefly described as bridge replacement on Kennedale/New Hope Road at Village Creek Tributary (the "Project"); and

WHEREAS, the LPAFA is attached hereto as Exhibit "A".

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

SECTION 1. ORDER. The City Council hereby approves the Local Project Advance Funding Agreement (LPAFA) between the City of Kennedale and the State of Texas (through TxDOT) attached hereto as Exhibit "A" to provide for the development and construction of the Project, and hereby authorizes the Mayor of the City of execute the Local Project Advance Funding Agreement.

SECTION 2. NOTICE. Upon adoption of this Resolution, the City Secretary is directed to give notice of this resolution as may be required by law.

SECTION 3. AUTHORIZATION OF NECESSARY ACTIONS. The Mayor, City Administrator, and the City Secretary, in consultation with the City Attorney, are authorized and directed to take all actions necessary to effectuate this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 21ST DAY OF MAY, 2018.

APPROVED:

[CITY SEAL]

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, WAYNE OLSON

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @ Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the City of Kennedale, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Kennedale/New Hope Road @ Tributary of Village Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115005, dated August 31, 2017; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated

before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to ten percent (10%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or

investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. Project Cost Estimate for PWP. Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. Responsibilities of the Local Government on EMPs
 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for

four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: Public Works Director
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this

contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to

receive Federal funds and, when requested by the State, to furnish a copy of the certification.

23. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>

- B.** The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:
<https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website
<http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as

follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

26. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @ Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION NO. 522

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, AGREEING TO PERFORM EQUIVALENT-MATCH PROJECT(S) IN RETURN FOR WAIVER OF THE LOCAL MATCH FUND PARTICIPATION REQUIREMENT FOR AN APPROVED FEDERAL OFF-SYSTEM BRIDGE PROGRAM ON KENNEDALE NEW HOPE ROAD

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, City of Kennedale, hereinafter referred to as the Local Government owns a bridge located at Kennedale/New Hope Road @ Trib. of Village Creek, National Bridge Inventory (NBI) Structure Number 02-220-HH02-43-002; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 115005 dated August 31, 2017, Control-Section-Job (CSJ) Number 0902-90-057; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainline cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$88,442.26 (dollars), hereinafter referred to as the "participation waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

That the Local Government will perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation waived) project not yet awarded:

CSJ #0902-90-057
 District #02-Fort Worth
 Code Chart 64 #22000
 Project: Kennedale/New Hope Road @
 Trib.
 of Village Creek
 NBI Structure #02-220-HH02-43-002
 Federal Highway Administration
 CFDA Title: Highway Planning &
 Construction
 CFDA No.: 20.205
 Not Research and Development

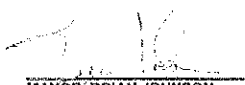
ATTACHMENT A (CONTINUED)

Location (and structure identification number)	On School Bus Route?	Historic Bridge?	Description of Structural or Safety Improvement Work	Estimated Cost
02-220-HH01-00-001 (Valley Lane @ Trib. to Village Creek) - 0.4 miles South of BU 287	Yes	No	Install Traffic Rail, Approach Rail, Guard Rail End Treatments, and Concrete Structural Repair (Vertical or Overhead)	\$82,200.00
02-220-HH00-15-001 (Averett Road @ Branch of Village Creek) 0.3 miles east JCT Dick Price	Yes	No	Channel Improvements - Rip Rap Stone Protection	\$83,046.00
TOTAL				\$165,246.00
EMP work credited to this PWP*				\$88,442.28
Balance of EMP work available to associated PWPs				N/A

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainline cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE ON THE 16TH DAY OF APRIL, 2018.


 MAYOR, BRIAN JOHNSON

ATTEST:


 CITY SECRETARY, LESLIE GALLOWAY



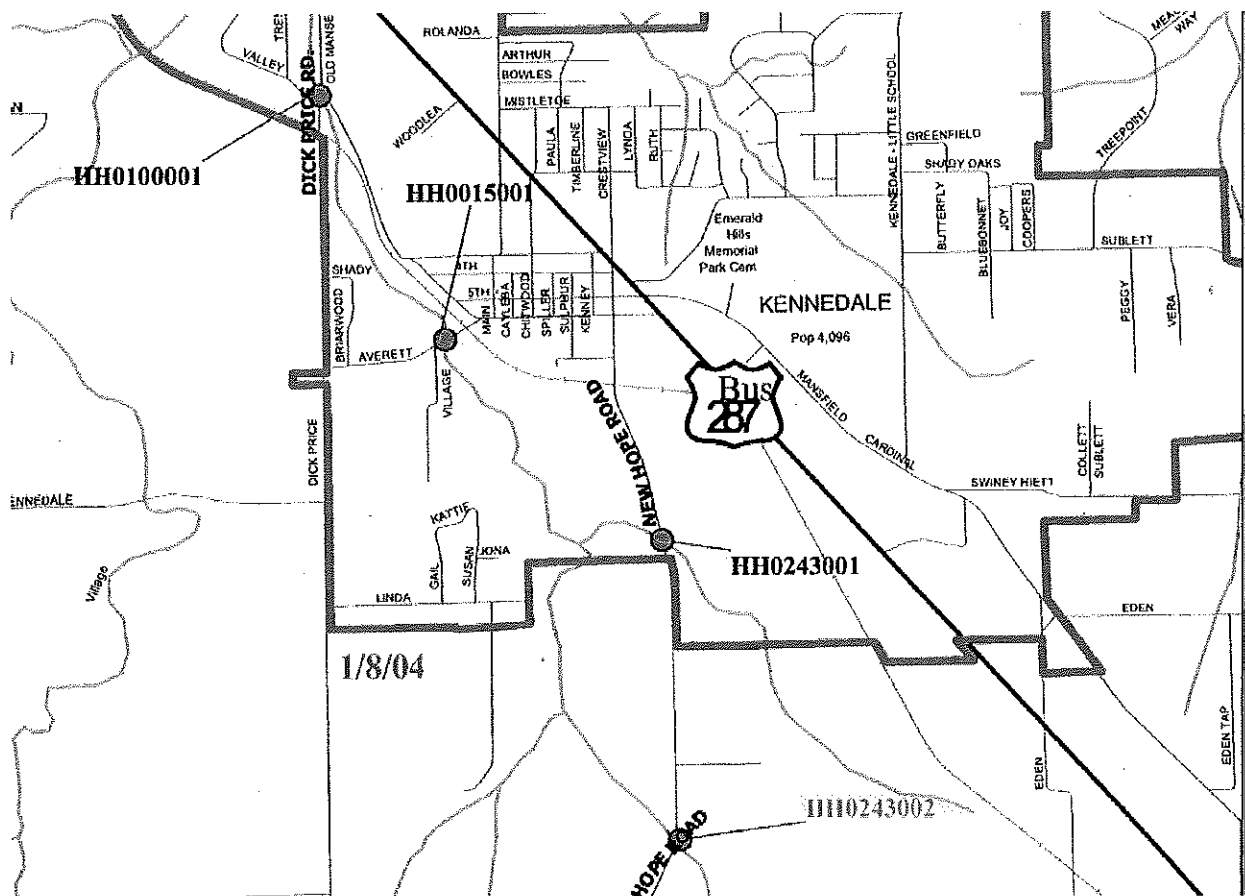
Page 2 of 2

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.

of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP

Bridge: 02220HH0243002



CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B (CONTINUED)



DATE: 21 FEB 2016
COUNTY: 220
CONT-SEC: HH02-43
STR: 002

ROADWAY OVER BRIDGE

Looking South



ELEVATION

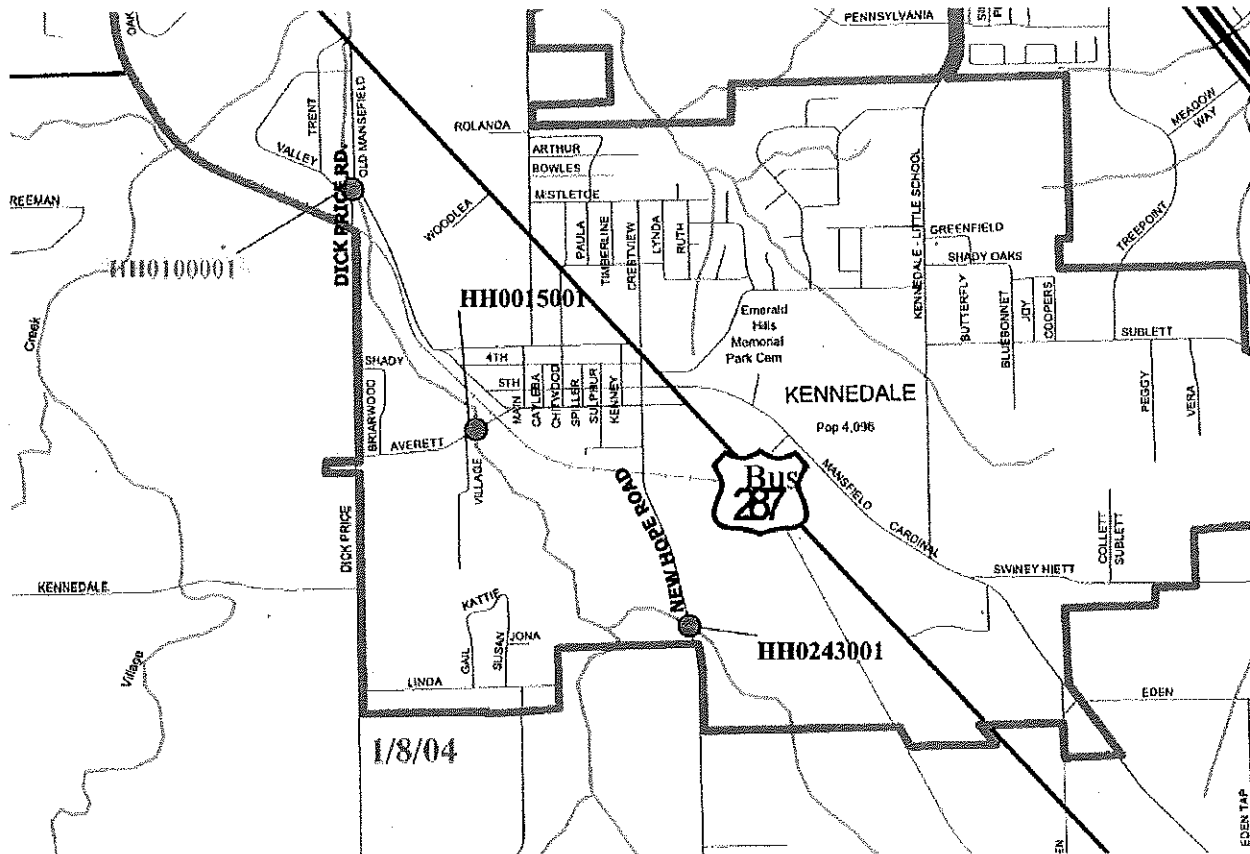
Looking Southwest

HDR Engineering, Inc (F-754)

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B (CONTINUED)

EMP #1: 02-220-HH01-00-001



CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B (CONTINUED)



DATE: 21 FEB 2016
COUNTY: 220
CONT-SEC: HH01-00
STR: 001

ROADWAY OVER BRIDGE

Looking North



ELEVATION

Looking Southeast

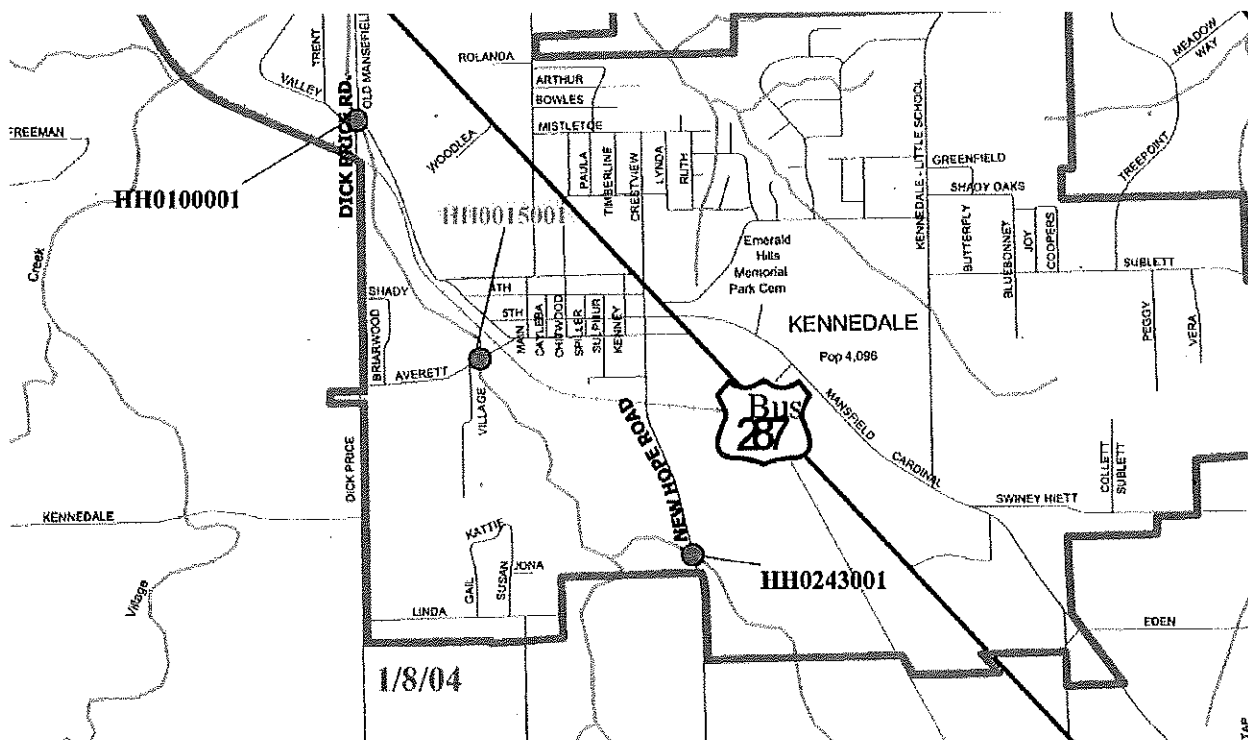
HDR Engineering, Inc (F-754)

CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.

of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B (CONTINUED)

EMP #2: 02-220-HH00-15-001



CSJ #0902-90-057
District #02-Fort Worth
Code Chart 64 #22000
Project: Kennedale/New Hope Road @
Trib.
of Village Creek
NBI Structure #02-220-HH02-43-002
Federal Highway Administration
CFDA Title: Highway Planning &
Construction
CFDA No.: 20.205
Not Research and Development

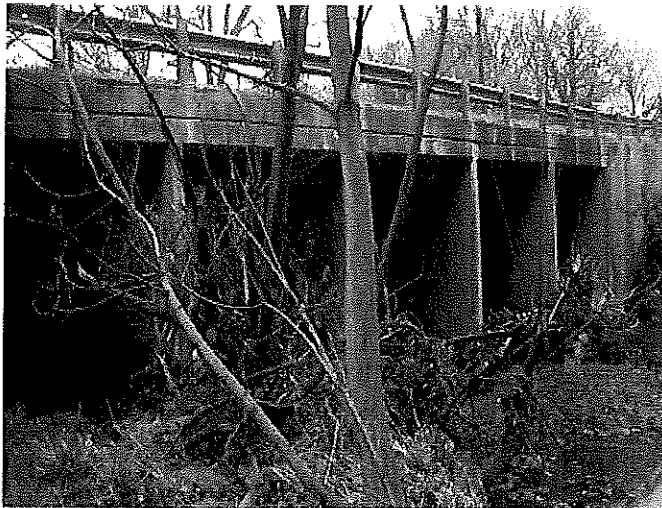
ATTACHMENT B (CONTINUED)



DATE: 21 FEB 2016
COUNTY: 220
CONT-SEC: HH00-15
STR: 001

ROADWAY OVER BRIDGE

Looking Southwest



ELEVATION

Looking North

HDR Engineering, Inc (F-754)

CSJ #0902-90-057
 District #02-Fort Worth
 Code Chart 64 #22000
 Project: Kennedale/New Hope Road @
 Trib.
 of Village Creek
 NBI Structure #02-220-HH02-43-002
 Federal Highway Administration
 CFDA Title: Highway Planning &
 Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
02-220-HH01-00-001 (Valley Lane @ Trib. to Village Creek) – 0.4 miles South of BU 287.	Yes	No	Install Traffic Rail, Approach Rail, Guard Rail End Treatments and Concrete Structural Repair (Vertical or Overhead)	\$82,200.00
02-220-HH00-15-001 (Averett Road @ Branch of Village Creek) 0.3 miles east JCT Dick Price	Yes	No	Channel Improvements – Rip Rap Stone Protection	\$83,046.00
Total				\$165,246.00
EMP work credited to this PWP*				\$88,442.26
Balance of EMP work available to associated PWPs				N/A

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$0	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(2) \$0
Construction	\$867,081.00	
Engineering and Contingency (E&C)	\$17,341.62	
The Sum of Construction and E&C	(3) \$884,422.62	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$88,442.26
Amount of Advance Funds Paid by Local Government *		(5) \$0.00
Amount of Advance Funds to be Paid by Local Government *		(6) \$0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$88,442.26
Total Project Direct Cost	(1+2) \$884,422.62	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment C. \$88,442.26



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: DECISION ITEMS - A.

I. Subject:

CASE # PZ 18-01 to conduct a public hearing, receive comments, and consider approval on a request by Skorborg Retail Corp., for a Zoning change and Concept Plan for approximately 23.1 acres from "AG" Agricultural District to "PD" Planned Development District for a new neighborhood consisting of 92 single-family lots on property located at 1118 and 1132 Kennedale Sublett Road, legal description of Lots 4R1 & 3B1, JM Estes Home Tracts, Tarrant County, Texas.

1. Staff Presentation
2. Applicant Presentation
3. Public Hearing
4. Applicant Response
5. Staff Response and Summary

II. Originated by:

Melissa Dailey, Community Development Director

III. Summary:

The Planning & Zoning Commission (P&Z) approved this request by a vote of 3-1. The staff report that was presented to P&Z is attached.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

I. SUBJECT

CASE # PZ 18-01 to conduct a public hearing, receive comments and consider approval on a request by Skorburg Retail Corp., for a Zoning change and Concept Plan for approximately 23.1 acres from "AG" Agricultural District to "PD" Planned Development District for a new neighborhood consisting of 92 single-family lots on property located at 1118 and 1132 Kennedale Sublett Road, legal description of Lots 4R1 & 3B1, JM Estes Home Tracts, Tarrant County, Texas.

II. PREVIOUS ACTION

At the March 15, 2018 Planning and Zoning Commission regular meeting, the P&Z held a public hearing on Case # PZ 18-01 and tabled the decision on the zoning change and concept plan request to allow the applicant to modify the concept plan based on adjoining property owner and Planning and Zoning Commission input.

The applicant has modified the original concept plan from the proposed 96 single-family residential lots to 92 single-family residential lots by changing some of the perimeter lots to the northern and the southern edges of the development to 60' wide lots (as opposed to the 50' wide lots in the original proposal).

III. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Rezone from AG to PD for a Single-Family residential neighborhood of approximately 92 lots on 23 acres.
Applicant	Rich Darragh (on behalf of Skorburg Retail Corp.)
Location	1118 and 1132 Kennedale Sublett Road (lots 4-R & 5-R, Kennedale Addition, Tarrant County, Texas)
Surrounding Uses	Primarily single family residential
Surrounding Zoning	AG, R2, PD-R3, PD-109, R3, R1
Future Land Use Plan Designation	Neighborhood and Neighborhood Corridor
Staff Recommendation	Approve

SUMMARY OF CONCEPT PLAN AND PD REGULATIONS

The purpose of this request is to seek approval of a Zoning Change and Concept Plan from "AG" Agricultural Zoning District to "PD" Planned Development District. The applicant is requesting a PD designation which allows an applicant to tailor development standards to a specific project subject to the approval standards in Chapter 9 of the UDC.

Typically, Planned Development districts are proposed by developers if they subject property has unique characteristics or geography that makes a standard residential zoning district inefficient or inflexible to address the unique subdivision layout or design challenges. Development standards for a specific PD district are proposed by an applicant and reviewed against the city's standards for a PD and approved by the P&Z and City Council if they meet the intent, guidelines, and standards in the City's UDO and Comprehensive Plan.

SITE DATA SUMMARY	
Existing Zoning	"AG" Agricultural
Proposed Zoning	"PD" Planned Development
Proposed Land Uses	Single-Family Residential
Gross Acreage	23.1 acres
Number of Residential Lots	92 lots
Gross Density	4.0 dwelling units/acre
Open Space Acreage	3.37 Acres
Open Space Percentage	14.5%

The following table provides a summary comparing the development regulations for the R3 Zoning District and proposed PD Regulations.

Spatial Requirements		R-3 Residential District	Proposed PD Standards	
			Lot Type A	Lot Type B
Lots				
Min. Area (s.f.)		8,750	6,000	7,200
Min. Width (feet)		80	50	60
Min. Depth (feet)		100	120	120
Max. Impervious (%)		50	65	65
Setbacks				
Min. Front (feet)	Primary	30	20	20
	Secondary	15	15	15
Min. Side (feet)	Total	20		
	Least	8	5	5
Min. Rear (feet)		15	10	10
Principal Buildings				
Max. Height (feet)		40	40	40
Max. Stories (number)		2.5	2.5	2.5
Min. GFA (s.f.)		1,250	1,800	1,800
Min. Masonry (%)		80	80	80
Accessory Buildings				
Max. Number		1	1	1
Max. Size (% of rear yard)		10	10	10
Max. Height (feet)		15	15	15
Max. Stories (number)		1	1	1
Min. Side Street Setback (feet)		-	-	-
Min. Side Setback (feet)		8	5	5
Min. Rear Setback (feet)		8	5	5
Min. Setback from Principal Bldg. (feet)		5	5	5

ACTION NEEDED

- A. Conduct a Public Hearing
- B. Consider approval of a zoning change and concept plan

ATTACHMENTS

- A. Background Information
- B. Staff Review
- C. Location Map
- D. Surrounding Property Owners Map and Responses
- E. Public Notification
- F. Proposed Concept Plan
- G. Proposed PD Ordinance 640

III. ATTACHMENTS

A. BACKGROUND INFORMATION

The subject property is located just south of the roundabout at Kennedale Sublett Road and Wildcat Way. It is composed of two currently undeveloped tracts and is designated in the City's future land use plan for neighborhoods. Current zoning of the property is AG Agricultural District.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

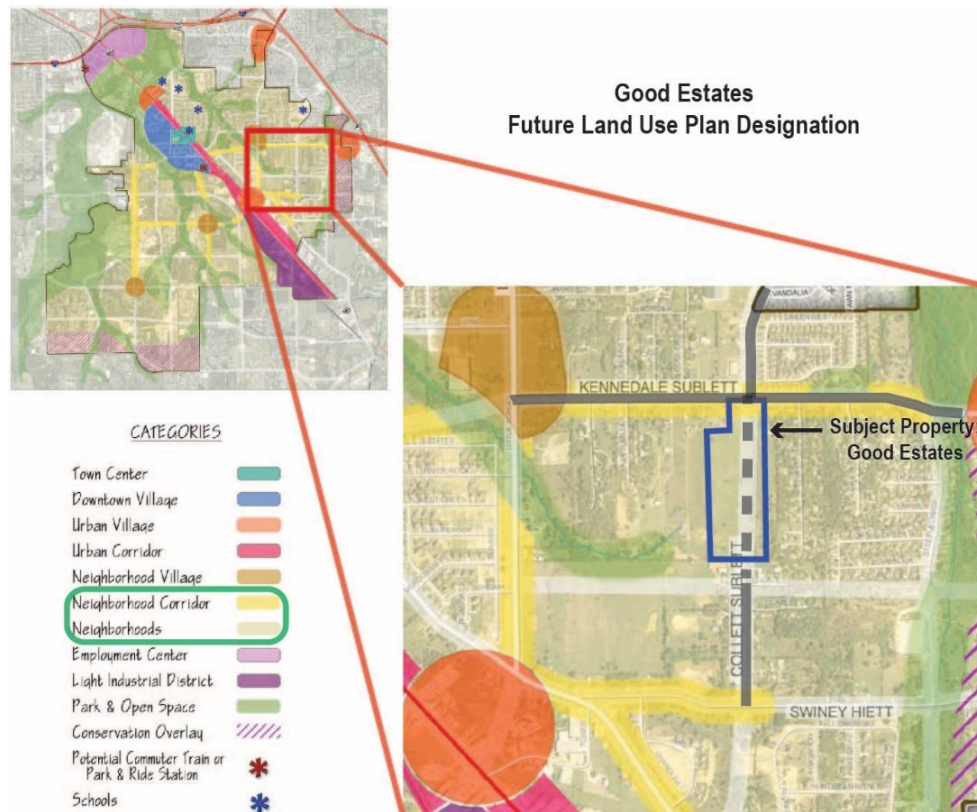
The subject property is surrounded by mostly residential uses. To the northeast along Kennedale Sublett Road is the established neighborhood of Rolling Acres Addition (zoned PD 109). To the north is the site of Covenant Life Baptist Church (zoned PD-R3). Immediately to the west are large residential/agricultural properties (zoned AG) and to the east, there is one large residential parcel and the neighborhood along Peggy Lane (Glenn Oaks Addition) (zoned R2). Immediately to the south is the neighborhood along Collette Sublett Road (Oliver Acres Subdivision) (zoned a mix of AG, R1 and R3).

B. STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The property is located in an area designated for Neighborhood and Neighborhood Corridor.

As mentioned above, the subject property at 1118 and 1132 Kennedale Sublett Road consists of two tracts under separate ownership. The entire area is designated as Neighborhood and Neighborhood Corridor along Kennedale Sublett Road.



The comprehensive plan describes the Neighborhood and Neighborhood Center designations as follows.

Neighborhoods

This district is primarily residential in nature. Neighborhoods should have defined boundaries, a clear center, and be easily accessible to day-to-day goods and services, such as those provided at Neighborhood Villages. The center of a neighborhood should be a civic, public, or community use in which people can come together—such as a park, school, or neighborhood amenity center.

Sample Development Types:

- Single family
- Attached single-family
- Townhome/Rowhouse
- Accessory dwelling unit
- Cluster development
- Context-sensitive small-scale multifamily
- Clearly marked centers that include public gathering space, school, small park, or other civic use

Neighborhood Corridor

Neighborhood corridors assume a lower level of density and intensity than urban corridors, but still identify an area where residents can come together to shop, eat, socialize, and relax in a walkable environment; thereby experiencing increased quality of life. Boulevard and Avenue are the typical roadway types for these corridors (see Chapter 6).

Sample Development Types:

- Restaurant
- Professional office
- Retail
- Service
- Corner Store
- Café/coffee shop
- Townhome/Rowhouse
- Context-sensitive small-scale multifamily

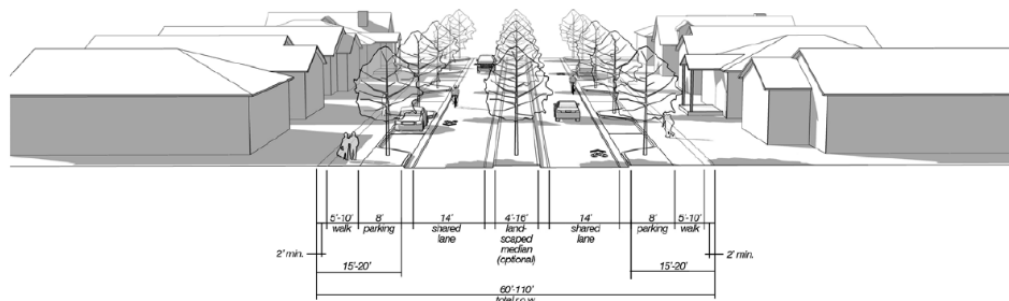
RELATED GOALS FROM THE COMPREHENSIVE LAND USE PLAN

The proposed plan for the neighborhood implements the key principles of the Comprehensive Plan that prioritizes creating a Connected City and enabling Economic Prosperity.

Principle #1 Connected City: Traffic congestion, health, social engagement, and natural resources are all issues that are impacted by a city's level of connectivity. Having a well-connected street system allows traffic to disperse so that traffic is not forced to a few major arterials, resulting in congestion. Additionally, incorporating facilities to enable walking and bicycling will provide our residents with opportunities to exercise, interact with one another, and experience the surrounding natural and built environment.

Specifically, the proposed development connects Kennedale Sublett Road to the south to Collette Sublett Road and provides an important link in the city's thoroughfare network. This street is designated as an Avenue in the Comprehensive Plan.

avenue (example)



Principle #2 Economic Prosperity: Kennedale's location as a first-tier suburb in close proximity to Fort Worth provides opportunities for the city's economy to flourish. In essence, this principle is about making sure economic prosperity is achievable for every resident, as well as diversifying and expanding Kennedale's economy through sustainable business growth.

- **Goal: Promote Access to Housing:** The 1949 Housing Act promised a "decent home ... for every American family." This necessitates providing housing options for people of varying financial means and residential preferences including providing the regulatory framework and developer support for quality housing for residents.

Specifically, the proposed development provides for a housing type that is not in abundance in Kennedale. This includes quality homes on smaller than typical lots in Kennedale and organized in a compact manner together with the provision of parks, open space, and pedestrian amenities.

ADDITIONAL FACTORS TO CONSIDER: UDC REQUIREMENTS AND PD CONCEPT PLAN

UDC Chapter 9: The UDC Chapter 9 provides the following guidelines and standards for consideration of PD zoning districts in the city:

9.1 B Purpose. The PD rezoning process is provided as a design option to allow for one (1) or more of the following:

1. Encourage innovation in land development in terms of variety, design, layout, and type of structures constructed;
2. Promote the efficient use of land to facilitate a more economic arrangement of buildings, circulation systems, land use, and utilities;
3. Encourage the adaptive re-use of significant or historic buildings;
4. Provide the opportunity to mix compatible uses or residential types;
5. Preserve and protect significant natural features, open space, and cultural/historic resources;
6. Ensure that new development is consistent with the character of the community;
7. Promote efficient provision of public services and utilities;
8. Minimize adverse traffic impacts and accommodate safe and efficient pedestrian access and circulation;
9. Encourage development of convenient recreational facilities; and
10. Encourage the use and improvement of land where site conditions make development under conventional zoning difficult or less desirable.

(items marked in green above indicate the goals that the proposed development meets per staff's review and assessment.)

9.1 C. Design Flexibility. The PD process and standards provide for flexibility in design and permit variation of the specific spatial requirements on the basis of the total PD plan, subject to the approval of the PD by the City Council in accordance with the requirements set forth in this article. A PD shall not be sought primarily to avoid the standards and requirements of other zoning districts.

In addition, the UDC also requires that PD districts provide at least four (4) of the following site design elements that could not be attained through a conventional zoning districts:

1. Mixed-use development with residential and non-residential uses, or a variety of housing types;
2. Pedestrian/transit-oriented design with buildings oriented to the sidewalk and parking to the side or rear of the site;
3. High quality architectural design beyond the site plan requirements of this article;
4. Extensive landscaping beyond the site plan requirements of this article;
5. Preservation, enhancement, or restoration of natural resources (trees, slopes, wetland areas, views, etc.);
6. Preservation or restoration of significant or historic resources;
7. Provision of open space or public plazas or features;
8. Efficient consolidation of poorly dimensioned parcels or property with difficult site conditions (e.g. topography, shape etc.);
9. Effective transition between higher and lower density uses, and/or between nonresidential and residential uses; or allowing incompatible adjacent land uses to be developed in a manner that is not possible using a conventional approach;
10. Shared vehicular and pedestrian access between properties or uses;
11. Mitigation to offset impacts on public facilities (such as street improvements); or
12. Significant use of sustainable building and site design features such as: water use reduction, water efficient landscaping, innovative wastewater technologies, low impact stormwater management, optimize energy performance, on-site renewable energy, passive solar heating, reuse/recycled/renewable materials, indoor air quality, or other elements identified as sustainable by established groups such as the US Green Building Council (LEED) or ANSI National Green Building Standards.

(items marked in green above indicate the site design elements provided by the proposed development meets per staff's review and assessment.)

UDC Chapter 27: Chapter 27 of the UDC also provides procedures Planned Developments including requirements for minimum spatial standards (based upon a base zoning district – R-3), any variations to these minimal spatial standards and justifications for the same, and a PD Concept Plan.

Per 27.2.C, in reviewing any variations to the standards in the base zoning districts, the P&Z and City Council may consider one or more of the following criteria:

1. Whether the development preserves the best natural features of the site;
2. Whether the development creates, maintains, or improves habitat for wildlife;
3. Whether the development creates, improves, or maintains open space for residents;
4. The extent to which the development enhances the views into the site as well as the view from dwellings to be built on site; and
5. The extent to which the development results in a better development, consistent with the purposes of the PD per Section 9.1 and the recommendations of the City's Comprehensive Plan.

(items marked in green above indicate the criteria the proposed development meets with respect to its request for variations to the base spatial standards per staff's review and assessment.)

PD Concept Plan: The PD Concept Plan shall be reviewed and approved as part of the zoning change request. The applicant has provided the PD Concept Plan and Development Regulations (Attachment E and F of this Staff Report).

Of specific consideration is the property to the immediate east (JM Estes Addition Lot 3A1) located at 1150 Kennedale Sublett Road. This adjoining property is approximately 4 acres in size and is immediately adjacent to another platted subdivision (Glenn Oaks Addition). The property's long and narrow configuration and only access along Kennedale Sublett Road limit its future potential for subdivision or incorporation into a new neighborhood layout. The applicant has been requested to contact this adjoining property owner to explore the feasibility of coordinating development in order to maximize the development opportunity and resulting tax base potential to the city.

Another consideration is the Thoroughfare Plan connection along Collette Sublett Road that would create a direct connection between Kennedale Sublett Road and Swiney Hiatt Road. Given the potential to induce speeding and cut-through traffic, staff recommends certain traffic calming measures to be implemented to make the street safe for all users of the roadway --residents, bicyclists, pedestrians, and motorists. The applicant has proposed street neckdowns (chicanes) to 22' of pavement width at three different locations to address this concern.

STAFF RECOMMENDATION

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

ACTION BY THE PLANNING & ZONING COMMISSION

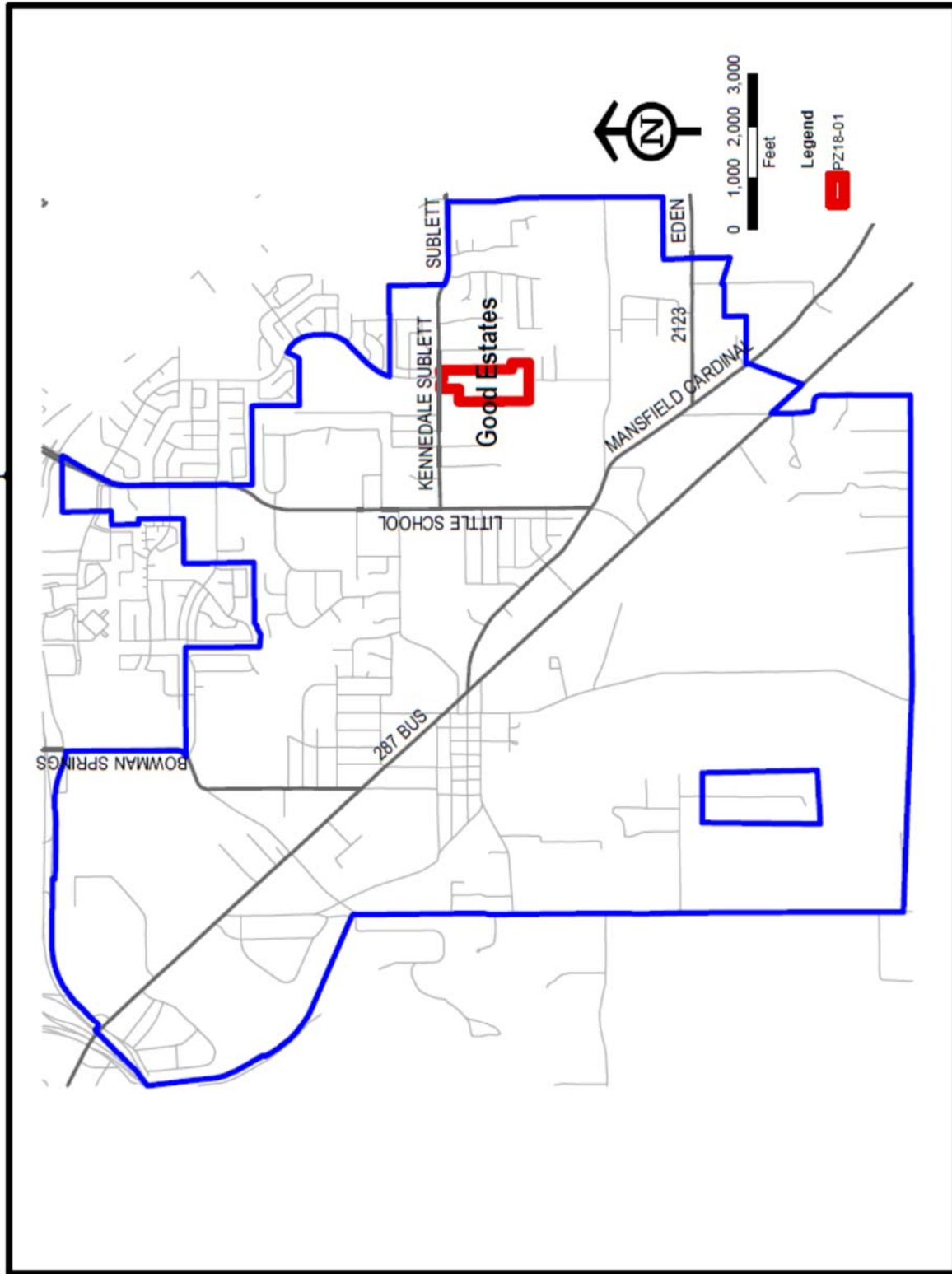
Public Hearing: Conduct a Public Hearing to gather input from the staff, applicant and the public.

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

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

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

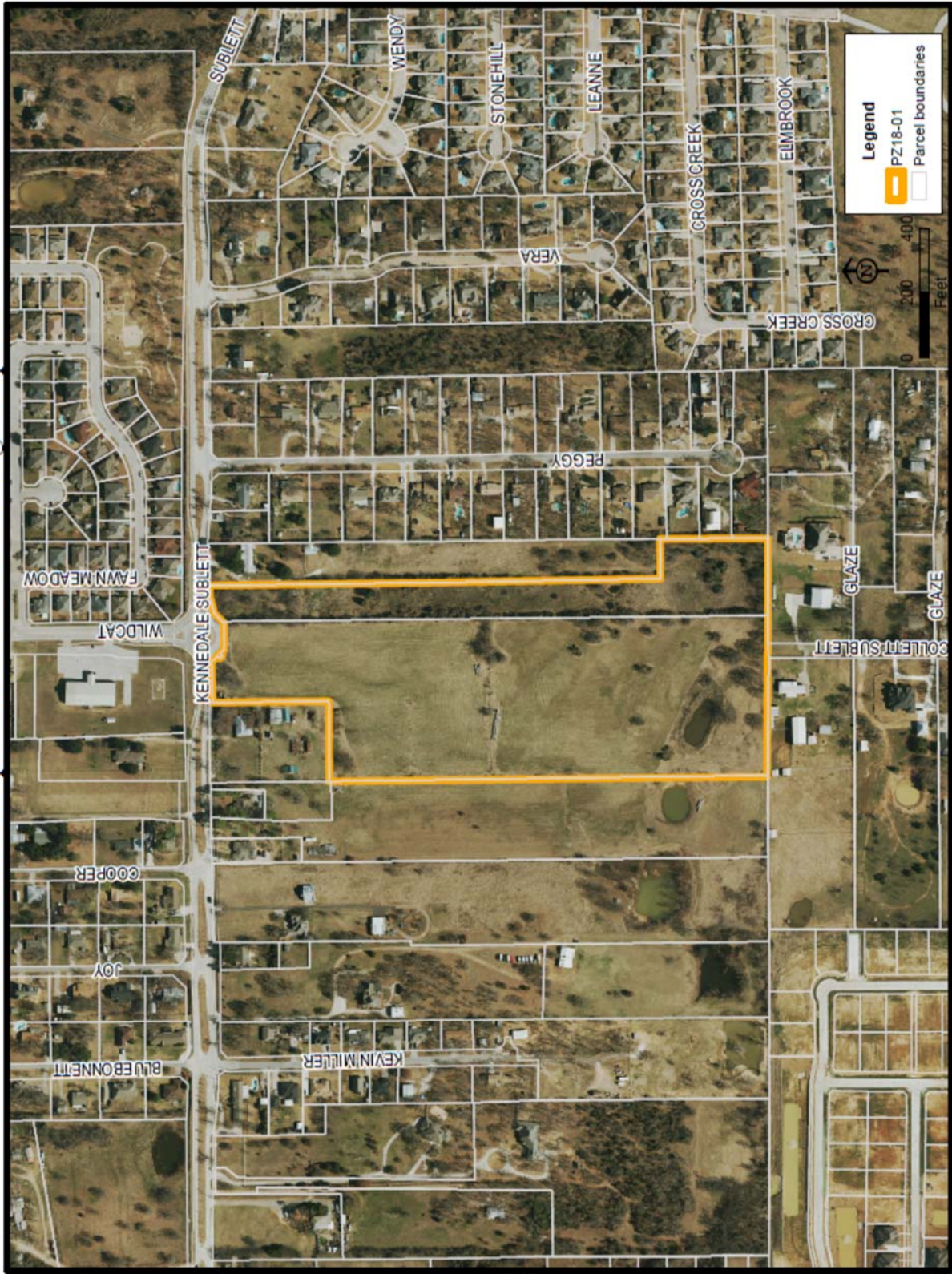
PZ 18-01: Location Map



Note: for informational purposes only. Lot boundaries shown are approximate only.

Parcel data from TAD. Aerial from NCTCOG

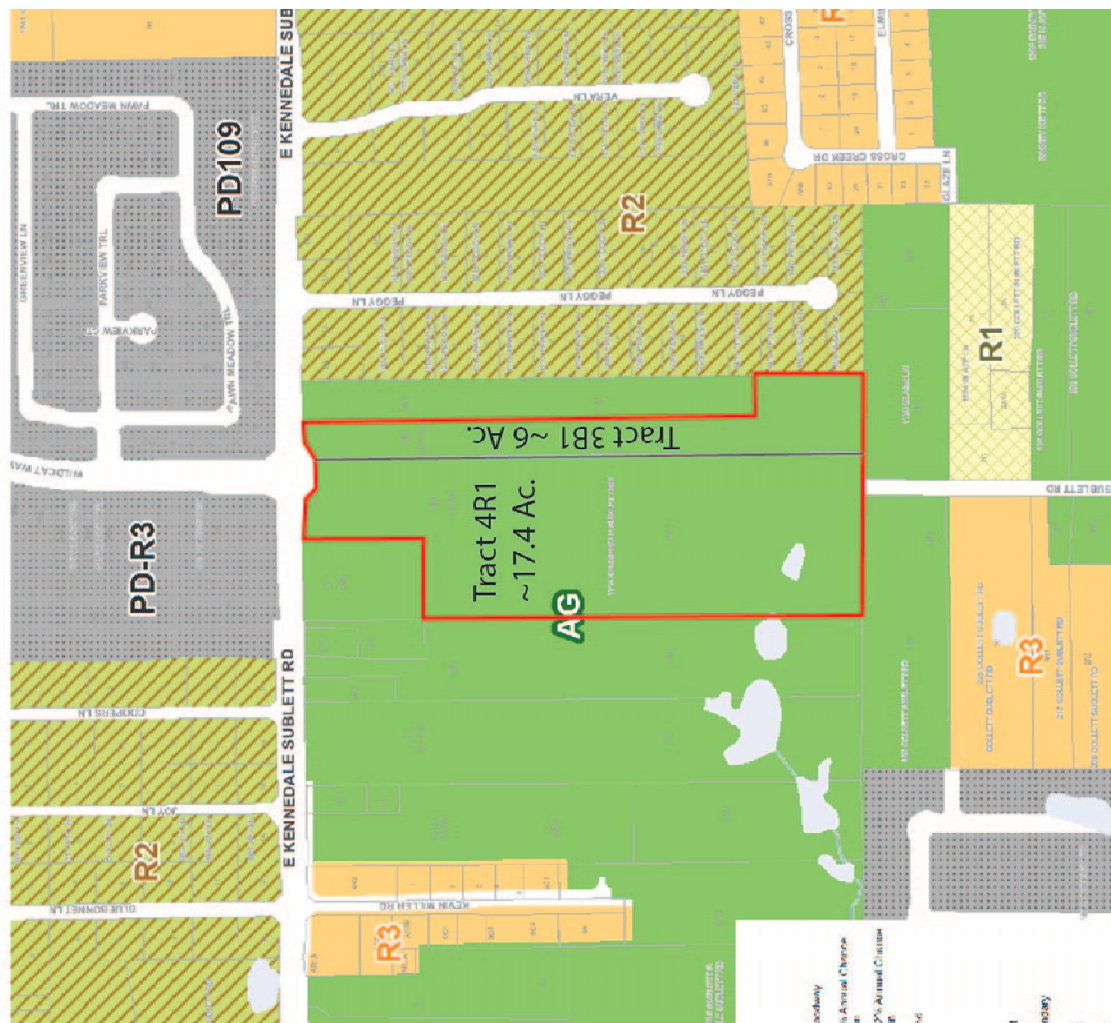
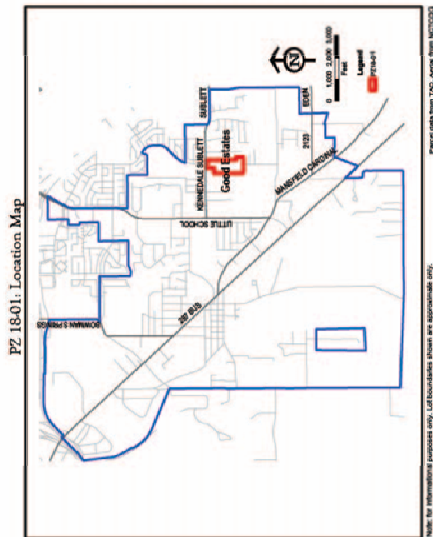
PZ 18-01: Request for PD Rezoning Request



Note: for informational purposes only. Lot boundaries shown are approximate only.

Parcel data from TAD. Aerial from NCTCOG

**PZ 18-001 Good Estates
Zoning of Surrounding Prop**



EXISTING ZONING MAP

EXISTING ZONING		PLANNED ZONING MAP	
	Residential District (R1)		Old Town Sub-District (OT-3)
	Residential District (R2)		Old Town Sub-District (OT-4)
	Single Family Residential District (R1)		Neighborhood Commercial District (NC)
	Single Family Residential District (R2)		Neighborhood Commercial District (NC-1)
	Single Family Residential District (R2)		General Commercial District (GC-1)
	Single Family Residential District (R2)		General Commercial District (GC-2)
	Single Family Residential District (R2)		Industrial District (I)
	Single Family Residential District (R2)		Employment Center (EC)
	Single Family Residential District (R2)		Planned Development District (PD)
	Single Family Residential District (R2)		University Sub-District (U)
	Single Family Residential District (R2)		Business, Retail and Industrial (BRI)
	Single Family Residential District (R2)		Community District
	Single Family Residential District (R2)		City of

PZ 18-01: Property Owners within 200 feet of the Rezoning Request



#	Owner Name	Owner Address	Response
1	ABLES, GARY ALAN	1400 PEGGY LN	NR
2	ALEISAWI, NADIR	2152 APPLE VALLEY RD	NR
3	AMUNDSON, JONATHAN C	1112 FAWN MEADOW TR	NR
4	BOX, JOEL G	1222 PEGGY LN	NR
5	BREWER, SHERIDAN GLAZE	PO BOX 222	NR
6	BUI, GIANG	1116 FAWN MEADOW TR	NR
7	CHANG, SUNG HO	2900 ZEPHYR RD APT 1041	NR
8	CONDITT, CLAUDIA JILL	1224 PEGGY LN	NR
9	DANIEL, WILLIAM M	1152 KENNEDALE SUBLETT RD	NR
10	ENRIGUEZ, PEDRO	1218 PEGGY LN	NR
11	ERICKSON, WYNELLE R	1408 PEGGY LN	NR
12	FORD, LORA DELL	305 COLLETT SUBLETT RD	NR
13	GARZA, DEANA	1210 PEGGY LN	NR
14	GOOD, JACK	130 DEANNA LN	NR
15	GOSTOMSKI, PEGGY	1513 WHITEWAY DR	NR
16	GUZMAN, ENRIQUE	1218 PEGGY LN	NR
17	HATFIELD, MARK	1114 FAWN MEADOW TR	NR
18	HENG, DONALD	1402 PEGGY LN	NR
19	HOWER, CAROL E	1306 PEGGY LN	NR
20	IRWIN, JESSE D	1120 GLAZE LN	NR
21	JACKSON, FREDDIE E	1110 FAWN MEADOW TR	NR
22	JARAMILLO, REBECA	1308 PEGGY LN	NR
23	JOHNSON, MICHAEL O	1300 PEGGY LN	NR
24	LANDMARK BAPTIST CHURCH/ARL	PO BOX 1306	NR
25	MCLELLAN, ROBERT JOESPH	1106 KENNEDALE SUBLETT RD	NR
26	PULLIAM, RICHARD	1118 FAWN MEADOW TR	NR
27	QUINTERO, EVA	1150 KENNEDALE SUBLETT RD	NR
28	SMITH, THEODORE E	1202 PEGGY LN	NR
29	STINSON, DAVID	1406 PEGGY LN	NR
30	STRAIN, KELLY J	1112 KENNEDALE SUBLETT RD	NR
31	TRACHIER, JOHN R	1404 PEGGY LN	NR
32	WHITE, PATRICK	4301 N LORDSBURG CT	In Favor
33	WILLIAMS, MARK	1214 PEGGY LN	NR

NR = No Response

Notification Response Form

Case PZ 18-001
Meeting Date: May 3, 2018 at 7:00 PM

WHITE, PATRICK
4301 N LORDSBURG CT

Direct questions and mail responses to:

City of Kennedale
Planning Department
Notification Response
Phone : (817) 985-2135
Fax : (817) 483-0812

PLEASE PROVIDE COMPLETED FORMS VIA MAIL, FAX OR HAND DELIVERY BEFORE THE START OF THE SCHEDULED PUBLIC HEARING.

Being the owner(s) of the property so noted above, are hereby

in favor of

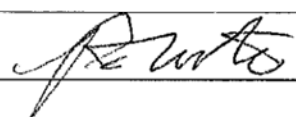
opposed to

undecided about

(circle or underline one)

the proposed Zoning Change and Concept Plan referenced above.

Space for comments regarding your position:

Signature: 

Date: 4-4-18

Additional Signature: _____

Date: _____

Printed Name(s): PATRICK WHITE

Must be property owner(s) whose name(s) are printed at top. Otherwise contact the Planning Department. One form per property.

Phone Number (optional):

817-706-8626

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2135 | Fax: 817-483-0812

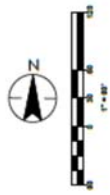
legals & public notices

NOTICE OF PUBLIC HEARING
The Kennedale Planning & Zoning Commission will hold a public hearing for the following case on Thursday, April 19, 2018 at 7:00 P.M. in the Kennedale City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

CASE # PZ 18-001 to receive comments and consider approval on a request by Skorburg Retail Corp., for a zoning change for approximately 23.1 acres from "AG" Agricultural District to "PD" Planned Development District and a concept plan to develop a single-family residential subdivision with 92 lots on property located at 1118 and 1132 Kennedale Sublett Road, legal description of Lots 4R1 & 3B1, JM Estes Home Tracts, Tarrant County, Texas.

Interested persons are encouraged to attend the public hearing to offer public comments or provide written comments prior to the meeting to the Permits & Planning Office, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call (817) 985-2135.

F. CONCEPT PLAN



SIZE INFORMATION:
 RESIDENTIAL LOTS TOTAL
 80 LOTS 48 LOTS
 OPEN SPACE LOTS 7 LOTS 3.37 AC TOTAL
 TOTAL ACRES 20.1 AC



Proposed Concept Plan and PD Ordinance

ORDINANCE N O . 6 4 0

AN ORDINANCE AMENDING ORDINANCE NO. 40, AS AMENDED; REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE FROM "AG" AGRICULTURAL DISTRICT TO "PD" PLANNED DEVELOPMENT 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 Neighborhoods in the Future Land Use Plan within the comprehensive land use plan; and

WHEREAS, the City Council has determined that the "PD" Planned Development district is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan, and with the standards in the Unified Development Code; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 19th day of April 2018 and by the City Council of the City of Kennedale on the 21st day of May 2018 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 17.4 acre tract described as Lot 4R-1 and an approximately 5.8 acre tract described as Lot 3B1, JM Estes Home Tracts, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, "AG" *Agricultural District* to "PD" *Planned Development district*.

SECTION 2.

The uses in the PD shall conform to the uses permitted in the "R-3" single-family residential zoning district. The PD development shall be subject to the restrictions, terms, and conditions set forth in the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and Exhibit "B" respectively, and the UDC for the purpose of promoting the health, safety, morals and general welfare of the community. The Development Standards in Exhibit "B" shall supersede those in the UDC in case of any conflict. All other standards shall meet the City of Kennedale UDC, as amended. 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.

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 5.

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 21st DAY OF MAY 2018.

APPROVED:

Mayor, _____

ATTEST:

City Secretary, Leslie Galloway

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney, Wayne K. Olson

Exhibit "A"
Metes and Bounds Description

Tract 1

Beginning at an iron pipe at the northwest corner of said lot 5, in the south right-of-way line of Kennedale-Sublett road (60' R.O.W), same being s 89° 34' 37" W. a distance of 1245.00 feet from the northeast corner of said J. M. Estes home tracts;

Thence n 89° 34' 37" E. with said north line of lot 5 and lot 4, a distance of 498.00 feet to an iron rod for corner;

Thence s 0° 36' 43", E. with the east line of said lot 4, a distance of 1,724.77 feet to an iron pipe for corner;

Thence n 89° 46' 45" W. with the south line of said lots 4 and 5, a distance of 498.31 feet to an iron pipe for corner;

Thence n 0° 36' 12" W. with the west line of said Lot 5, a distance of 1,719.17 feet to the place of beginning and containing 857,761.00 square feet or 19.691 acres of land.

Tract 2

Being a tract of land, being a portion of Tract 3, J.M. Estes Home Tracts. a subdivision out of the J.M. Lilly Survey, Abstract 985, and the W.E. Haltom Survey, Abstract 1791, in the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 1857, Page 283, Deed Records, of Tarrant County, Texas; said tract of land being described by metes and bounds as follows:

Beginning at an iron pin found in the south line of Kennedale-Sublett Road (County Road No. 2056), being the northwest corner of said Tract 3, J.M. Estes Home Tracts;

Thence along the south line of said Kennedale-Sublett Road and the north line of said Tract 3, East 124.5 feet to the iron pin found, being the northwest corner of a tract of land described in deed recorded in Volume 7258, Page 328, Deed Records of Tarrant County, Texas;

Thence leaving the north line of said Tract 3 and along a fence line and the west line of said tract of land described in deed recorded in Volume 7258, Page 328. Deed Records of Tarrant County, Texas, South 1399.52 feet to an iron pin found, being the southwest corner of said tract of land;

Thence along a fence line and the south line of said tract of land described in deed recorded in Volume 7258. Page 32B, Deed Records of Tarrant County, Texas, East 124.5 feet to an iron pin found for the southeast corner of said tract of land, said point being in the east line of said Tract 3;

Thence along a fence line along said east line, South 325.90 feet (according to plat: 316.24 feet) to an

iron pin found for the southeast corner of said Tract 3;

Thence along a fence line and the south line of said Tract 3, North 89 degrees 46 minutes West 249.0 feet to an iron pin found for the southwest corner of said Tract 3;

Thence along the west line of said Tract 3, partially along a fence line, North 1724.84 foot (plat distance 1715.60 feet to the point of beginning, containing approximately 5.86 acres of land, more or less.

SAVE AND EXCEPT:

Being a 0.066 of an acre tract of land situated within the J.M. Lilly Survey, Abstract No. 985, and being a portion of Tract 3, J.M. Estes Home Tracts, an addition to the City of Kennedale, Tarrant County, Texas as recorded in Volume 1857, Page 283, Plat Records, Tarrant County, Texas and also being a portion of a tract of land described to Patrick M. White and wife, Peggy L. White by deed recorded in Volume 7400, Page 257. Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the northwest corner of said White tract, same being on the south right-of-way line of Kennedale Sublett Road (a variable width right-of-way);

THENCE South 89°58'22" East, with said south right-of-way line, a distance of 124.51 feet to a point for the northeast corner of said White tract, from which a 3/8 inch iron rod found for the northeast corner of a tract of land described to Dempsey S. Farmer and Sandra S. Farmer by deed recorded in Volume 14846, Page 1 of said Deed Records bears South 89°58'22" East, 124.33 feet;

THENCE South 01° 00'16" East, with the east line of said White tract, a distance of 14.93 feet to a 5/8 inch capped iron rod stamped "TNP" set for corner;

THENCE South 89°57'30" West, over and across said White tract, a distance of 44.14 feet to a 5/8 inch capped iron rod stamped "TNP" set for corner;

THENCE South 75° 44'41" West, continuing over and across said White tract, a distance of 57.70 feet to a 5/8 inch capped iron rod stamped "TNP" set for corner;

THENCE South 45°00'00" West, continuing over and across said White tract, a distance of 33.65 feet to a 5/8 inch capped iron rod stamped "TNP" set for corner on the west line of same;

THENCE North 00°59'22" West, with said west line, a distance of 53.02 feet to the point of beginning and containing 0.066 of an acre of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

Exhibit “B”
Magnolia Hills Planned Development District Standards

“Magnolia Hills” Planned Development

The use of the Property shall be subject to the restrictions, terms and conditions set forth in the Concept Plan and the Planned Development standards, attached hereto and as stated below.

1) *Property location and size.*

Magnolia Hills Planned Development (*Subject Property*) is established on property located south of the roundabout/intersection of Wildcat Way and Kennedale Sublett Road. This Planned Development is comprised of two (2) tracts of land consisting of approximately 23 gross acres, more particularly and shown on the Concept Plan, which is attached hereto for all purposes.

2) *Purpose*

To create a Planned Development for ninety-two (92) single family residential lots. The minimum gross density and a net density are as shown on the Concept Plan. An entry feature will be provided at the connection point to Kennedale Sublett Road. This neighborhood will meet at least 5 of the qualifying conditions as laid out in Section 9.2 of the Unified Development Code (UDC). These conditions include; a provision of open space, efficient consolidation of poorly dimensioned parcels, effective transition between higher and lower density uses, shared vehicular and pedestrian access between properties, and mitigation to offset impacts on public infrastructure.

3) *Development plan.*

The proposed Concept Plan will be in complete accordance with the provisions of the approved Planned Development and shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.

4) Lot Composition and Layout. The lot layout and composition shall generally conform to the *Concept Plan* and stated in *Table 1*, which is as follows:

Table 1: Lot Composition

<i>Lot Type</i>	<i>Lot Size (FT)</i>	<i>Lot Size (SF)</i>
<i>A</i>	50' x 120'	6,000 SF
<i>B</i>	60' x 120'	7,200 SF

5) Unless specifically provided by this Planned Development ordinance, the development standards stipulated by the Single-Family Residential District (R-3) are applicable to all development on the *Subject Property*. The maximum permissible density for the *Subject Property* shall not exceed 4 dwelling units per gross acre of land; however, in no case should the proposed development exceed 92 units. All lots shall conform to the standards depicted in *Table 2*, which is as follows:

Table 2: Lot Dimensional Requirements

Lot Type (see Concept Plan) ²	A	B
Minimum Lot Width/Frontage ⁽¹⁾	50'	60'
Minimum Lot Depth	120'	120'
Minimum Lot Area	6,000 SF	7,200 SF
Minimum Front Yard Setback ⁽²⁾	20'	20'
Minimum Side Yard Setback	5'	5'
Minimum Side Yard Setback (Adjacent to a Street)	10'	10'
Minimum Length of Driveway Pavement	20'	20'
Maximum Height	40'	40'
Minimum Rear Yard Setback	10'	10'
Minimum Area/Dwelling Unit (SF)	1,800 SF	1,800 SF
Maximum Lot Coverage	65%	65%

General Notes:

- ¹: Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may have the front lot width reduced, provided that the lot width will be met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to 10%, but shall meet the minimum lot size for each lot type as referenced within *Table 1*.
- ²: The Director of Planning or his designee may grant a reduction in the required 20-foot front yard building setback of up to five (5) feet for lots situated along cul-de-sacs or curvilinear streets, or where a 20-foot front yard building setback would create an undue hardship on the property.

6) Community Architectural Controls.

The pictures are shown as a representation only.





- A) Architectural attributes for this residential development will consist of the following:
- 1) Facades will avoid large expanses of uninterrupted single exterior materials and must be broken up by changes in plane through architectural attenuation, accented with the effects of window placement, window trim, or material type and color changes.
 - 2) Shutters, if provided, will be sized and shaped to match the associated openings.
 - 3) Gutters, if provided, will be exposed or painted copper, galvanized steel, or aluminum if exposed to the street.
 - 4) All asphalt roof shingles will be laminated architectural shingles with a three-dimensional appearance and warranted for at least thirty (30) years.
 - a) *Roof Materials.*
 - i. All roof shingles shall be an architectural or dimensional shingle (*3-Tab Roofing Shingles are prohibited*).
 - 5) A minimum of overall 8:12 roof pitch is required on all structures with the exception of sunrooms, covered patios, and porches, which shall have a minimum of a 4:12 roof pitch. Front and rear elevations may have 6:12 roof pitch.
 - 6) In order to encourage variety on a continuous block, the exterior facades for houses will vary within every 6 houses. Once a house is constructed the same combination of brick, stone, masonry-like materials, and paint will not be used within four (4) houses on either side of that house.
 - a) Identical brick blends or paint colors may not occur on adjacent (side-by-side) properties along any block face without at least four (4) intervening homes of

differing materials on the same side of the street beginning with the adjacent property and two (2) intervening homes of differing materials on the opposite side of the street.

- b) Front building elevations shall not repeat along any block face without at least four (4) intervening homes of differing appearance on the same side of the street and two (2) intervening homes of differing appearance on the opposite side of the street. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
 - i. Number of stories
 - ii. Permitted encroachment type and layout
 - iii. Roof type and layout
 - iv. Articulation of the front façade
- 7) The minimum masonry requirement for the exterior façades of all buildings shall be 80%. For the purposes of this ordinance the masonry requirement shall be limited to full width brick, natural stone and cast stone. Cementaceous fiberboard, horizontal lap-siding (*e.g. HardiBoard or Hardy Plank, Hardi Stucco Board*) and, stucco (*i.e. three [3] part stucco or a comparable -- to be determined by staff*) may all be used in addition to the masonry requirement.
- 8) Any home with a covered front porch shall be at least fifty (50) square feet in total size to allow this space to be usable. A covered porch may encroach into area designated as front yard or side yard not greater than five (5) feet to help improve the architecture of the home and the character of the street.
- 9) Garages shall be oriented in a front entry configuration or a “J” Swing configuration. If a front entry garage configuration is utilized there shall be a minimum driveway length of 20-feet.
- 10) Decorative street lighting will be utilized and will conform to Oncor and City of Kennedale standards and include the following if approved by and available from Oncor: low profiling lighting; *or* induction lights (LED), scotopic lumens allowing street lights with lower wattages and lower photopic lumens. Lighting shall be consistent with the design of the neighborhood and shall be distinguished from lights on adjacent or nearby arterial streets.
 - a) Light poles shall not exceed 20-feet in total height (*i.e. base and lighting standard*). All fixtures shall be directed downward and be positioned to contain all light within the development area.

- 11) The landscape design along Kennedale Sublett Road will utilize tubular steel fencing and architectural features at the entrance to the subdivision.



- 12) All common open space, landscaping in open space areas, private roads, drainage areas and masonry columns will have a mandatory Home Owners' Association (HOA) to maintain those improvements.
- 13) *Utility, Service and Mechanical Equipment*
- a) All equipment related to utilities intended to serve one Lot shall be installed by the Owner of the Lot and shall be located underground if possible.
 - b) All services to the Lot, including pre-wiring for cable television, must be installed underground if available.
 - c) Ground-mounted mechanical equipment, such as HVAC units, shall be screened from view and grouped together away from street and public view. Private, surface-mounted mechanical equipment, air conditioners, condensers, compressors, pool equipment, switches, etc. should be placed behind the side yard fence of a Lot.
- 14) All wood fencing will be constructed of spruce and shall comply with the following:
- a) All wood fences shall be constructed of a standard fencing material and use fasteners that are hot dipped galvanized or stainless steel. Generally, the Wood Fences shall be spruce or whitewood, with a maximum height of 6 feet, with metal posts. Wood fences facing onto a street shall be painted and/or stained and sealed with all pickets being placed on the *public side* facing the street. All wood fences shall be pre-stained, smooth-finished, free of burs and splinters, and be a maximum of six (6) feet in height.
 - b) The side yards and rear yards of all residential lots shall have a minimum six-foot (6') high spruce fence to be installed by the builder and maintained by homeowner. The wood fences cannot be located in front of the front façade of the building.
- 15) Wrought Iron/Tubular Steel fencing shall be installed on the lot lines that are abutting green space, green belts and parks. These fences will be installed by the homebuilder and can be a maximum of six (6) feet in height. Open space Lot 2X, Block F shall have spruce fencing as the open space border. This spruce fencing shall be installed by the

developer.

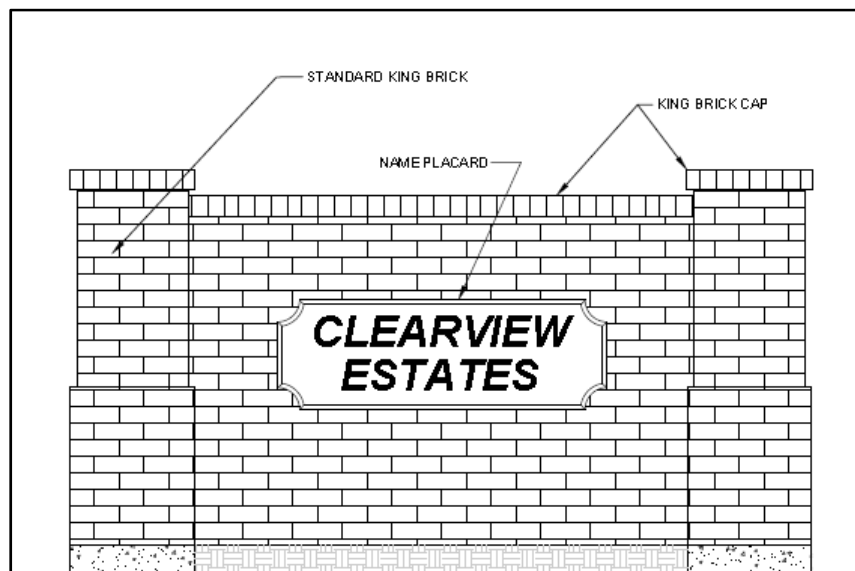
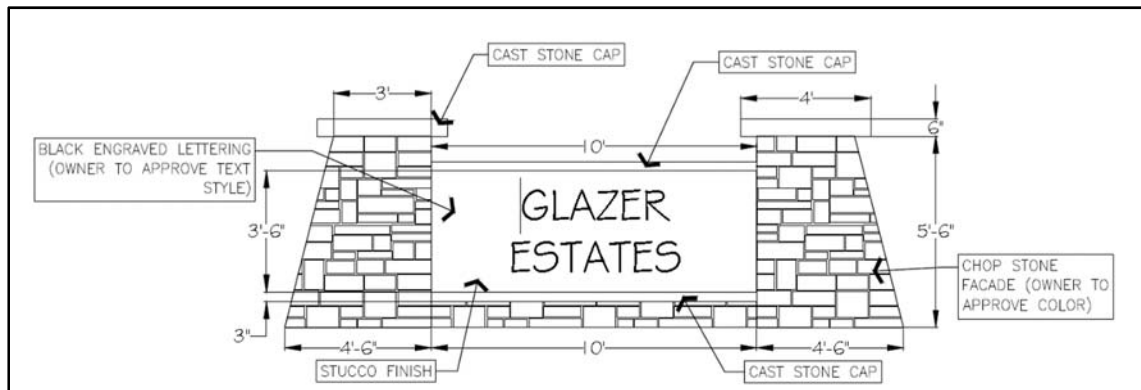
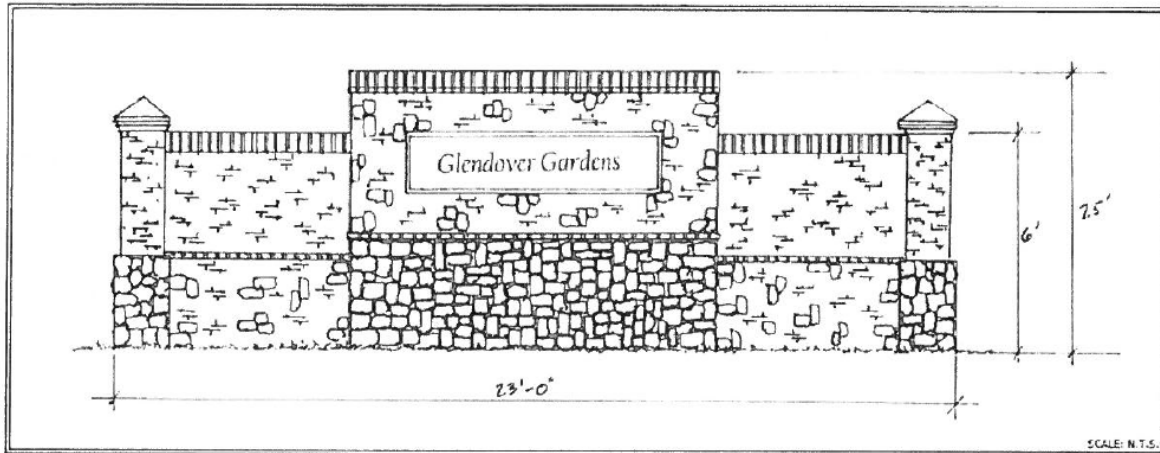
- 16) The HOA shall require builder(s) to provide at least two (2) single-story options for homebuyer consideration.

7) *General conditions.*

A) *Landscaping and Open Space.*

- 1) The City's Landscaping ordinance will supersede where this ordinance is silent. This ordinance will supersede to resolve any conflicts.
- 2) The development shall consist of no less than 3 acres of open space and shall generally conform to the Concept Plan. Any open space within the development may be used as a detention pond or retention pond. Within the open spaces, there will be a minimum amount of amenities included in at least one of the open spaces. The minimum amount of amenities shall include: benches, trash cans and a shade structure. Due to the amount of open space being provided on this project, the all fees associated with the City of Kennedale parks department shall be waived.
- 3) There will be a minimum of two 3" caliper trees per residential lot located in the front yard and installed by the homebuilder. All tree locations and types will conform to the City of Kennedale ordinances. For purposes of this section only (Section 7.A.3), the term "front yard" includes the area within the dedicated right-of-way for a roadway immediately adjoining the front yard of the lot.
- 4) There will be a minimum of 6 three-gallon (3 gal) shrubs per residential lot located in the front yard. All shrub locations and types will conform to the City of Kennedale ordinances.
- 5) All lawns and landscaping will be irrigated.
- 6) Landscaping will be installed by the developer at the entry to the subdivision and in common areas, including within the right-of-way for Kennedale Sublett Road and along the subdivision wrought iron/tubular steel fencing, and along the right-of-way on Kennedale Sublett Road adjacent to the planned development district.
 - a) Landscaping shall be irrigated
 - b) The following plant types shall be included in the landscaping along the Kennedale Sublett Road right-of-way:
 - i. Five-gallon (5 gal) shrubs;
 - ii. Three-inch (3") caliper trees with one planted at least every forty (40) feet.
- 7) The entry of the subdivision will include a minimum of one (1) entry statement at the connection of Collett Sublett to the roundabout on Kennedale Sublett. This will serve as a permanent subdivision identification sign and will generally conform to the signage depicted below. Final design and location of any entry feature shall be reviewed and approved with the Preliminary Plat. The following sketches are representations of what maybe installed at the entry to the subdivision:

MONUMENT SIGNAGE



- 8) Landscaping installed by the developer shall be maintained by the Homeowners'

Association (HOA).

- 9) *Right-Of-Way.* Street right-of-way within the subdivision will be equal to 50' in width and have a 27' back to back paving section. Collett Sublett will be a 65' right-of-way with a 32' back to back paving section. There will be sections of Collett Sublett that will taper down to a 22' back to back paving section, to serve as "traffic calming sections." There will be a minimum of 2 of these "traffic calming sections" along Collett Sublett. All houses on Collett Sublett shall face the street and shall have driveways accessing Collett Sublett. Where the street sections are tapered down to a 22' back to back paving section, there will be additional landscaping.
- 10) *Lot Area and Setbacks.* Lot areas and setbacks will be as shown on the Concept Plan and as in *Table 2*.
- 11) *Minimum Floor Area per dwelling unit.* All lots will have a minimum of 1,800 square feet of dwelling space.
- 12) *Perimeter Walls/Screening.* The perimeter fencing adjacent to Kennedale Sublett Road will be a minimum of 6' in height and be constructed of tubular steel.

B) Sidewalk Requirements.

- 1) Sidewalks will be required throughout the development. If not installed by the developer, sidewalks along residential lots (front yards and side yards) are to be constructed by the home builder at the time of home construction for each residential lot.
- 2) Sidewalks shall be a minimum of four (4) feet in width. All trails within the development will be six (6) feet in width. The trail around the retention/detention pond will be four (4) feet in width and will be made of natural material, such as mulch, gravel and other natural materials.

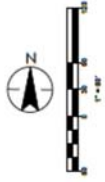
C) Access to the public parks will be provided within the development.

- 1) Access shall comply with accessibility standards and fire code

8) *Homeowners' Association.*

Homeowner's Association (HOA). A Homeowner's Association shall be created to enforce the restrictions established in accordance with the HOA requirements of the City of Kennedale UDC. The HOA shall also maintain all neighborhood parks, trails, open space and common areas, irrigation, landscaping, amenity centers, screening fences associated with this development.

Exhibit "C" Magnolia Hills Concept Plan



SITE INFORMATION:
 RESIDENTIAL LOTS TOTAL
 80 LOTS 48 LOTS
 OPEN SPACE LOTS 7 LOTS, 3.37 AC TOTAL
 TOTAL ACRES 23.1 AC



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: DECISION ITEMS - B.

I. Subject:

Discuss and provide staff direction regarding the creation of a new bank account specifically for the Kennedale Economic Development Corporation and/or combined utility funds

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

A request has been made by the City Council to create separate bank accounts for the Economic Development Corporation (EDC) Fund and/or the combined Utility (Water and Sewer) Fund in an effort to increase the financial transparency of the online check register (www.cityofkennedale.com/checkregister). **Because the EDC is a separate entity from the City, staff supports the establishment of a separate bank account for the EDC. Unless directed otherwise, such an account will be established as soon as possible.**

Staff recognizes the advantages of the clear separation of City and Utility financial transactions and feels that this is currently accomplished internally through the use of fund-based accounting, which provides for the separate accounting of each fund while simultaneously avoiding the added banking costs or demands on staff time that additional external bank accounts carry. There has not been a recommendation from any outside source — including our auditors — that additional bank accounts would be beneficial.

Currently, most City Funds — including the EDC and combined Utility Fund — are kept in a single consolidated external bank account, which is used for almost all financial activities, resulting in one closely-monitored account. Any monies not required to cover current operations are transferred to a pooled investment account to collect a higher interest rate. This practice allows for more in-depth monitoring of City and EDC cash and investments. Through the actively managed investment of reserves, the EDC earned approximately \$700 in investment income during the previous fiscal year (FY16-17), and the combined Water and Sewer Funds earned approximately \$4,000. Current staffing would not allow for the capacity to manage separate investment accounts for both the EDC and/or Utility Funds.

Additionally, staff estimates that any added account would cost the City approximately \$600 per year and require roughly 3.5 hours of staff time per month, which — given the minimal staffing of the Finance Department — would exacerbate existing workload inefficiencies.

The \$600 in added costs would come from banking fees associated with each new account. As Cities are frequent targets of banking fraud, all current accounts are protected with numerous anti-fraud services including Positive Pay, ACH and wire safeguards, and payee validation. Additional required staff time is the result of managing the extra bank account including the need to reconcile an additional bank account daily and monthly and create separate check runs for recurring payables.

In the short-term, there would be additional increased demands on staff time as outstanding checks from the EDC and Water and Sewer Funds would need to be closely monitored until they cleared, with related funds left in the existing bank account. Staff would also need to do a thorough sweep of any automatic

deposits and contact each partner or vendor to update the payment information.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Alternative Actions (see below)

VII. Alternative Actions:

At this time, staff sees no financial or operational need or benefit in creating separate external bank accounts for the Utility Funds and recommends maintaining current practices. Staff does plan to immediately establish a separate bank account for the EDC.

VIII. Attachments:

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: DECISION ITEMS - C.

I. Subject:

Consider making appointments to fill vacancies on various Advisory Boards and Commissions

II. Originated by:

George Campbell, City Manager

III. Summary:

The applications are attached to Work Session Item A, which has the following Staff Report:

New Applicants:

- Linda Miller, KKB (*scheduled for 5:30 p.m.*)
- Lauren Warn, KKB (*scheduled for 5:30 p.m.*)
- Chad Wandel, P&Z (*scheduled for at 5:45 p.m.*)
- Susan Thomas, KKB (*awaiting a response; attempting to schedule for 5:45 p.m.*)
- Jeff Nevarez, P&Z (*previously interviewed*)

CURRENT BOARD MEMBERSHIPS

Board of Adjustment & Building Board of Appeals (BOA/BBA)

Eric Elam, Place 1
Josh Altom, Place 2
Perry Clementi, Place 3
Martin Young, Place 4
Lana Sather, Place 5
Jeff Nevarez, Place 6 (Alternate)
Josh Virnoche, Place 7 (Alternate)
VACANT, Place 8 (Alternate)
Azam Shaikh, Place 9 (Alternate)

Economic Development Corporation (EDC) Board

Stan Seat, Place 1
Pat Turner, Place 2
Ronald Whitley, Place 3
Robert Mundy, President, Place 4
Ralph Grimes, Place 5
Mark Yeary, Vice President, Place 6
Councilmember Sandra Lee, Place 7

Keep Kennedale Beautiful (KKB)

Cesar Guerra, Place 1
Darlene Winters, Place 2
Vinita Thomas, Place 3
Michael Chandler, Chair, Place 4
Wilda Turner, Place 5
Dora Ann Markle, Place 6
VACANT, Place 7
Laurie Sanders, Vice Chair, Place 8

Daniel Medina, Place 9

Library Advisory Board

Daniel Medina, Place 1
Josh Virnoche, Place 2
Stan Seat, Place 3
Rebecca Clark, Chair, Place 4
Donald Rawe, Place 5

Parks & Recreation Board

David Deaver, Chair, Place 1
Jeff Nevarez, Place 2
Michael Chandler, Vice Chair, Place 3
Gary Swan, Place 4
Phil Wallace, Place 5
Josh Hayes, Place 6
VACANT, Place 7

Planning & Zoning Commission (P&Z)

Lary Adkins, Place 1, Vice Chair
VACANT, Place 2
Daniel Medina, Place 3
VACANT, Place 4
Sheldon Gerron, Place 5
Jadey James, Place 6
John Hivale, Place 7
VACANT, Place 8 (*Alternate*)
Kayla Hughes, Place 9 (*Alternate*)

Tax Increment Reinvestment Zone (TIRZ) Board

Robert Mundy, Chair, Place 1
VACANT, Place 2
Lary Adkins, Place 3
Councilmember Rockie Gilley, Place 4
Jeni McGarry (Tarrant County Representative), Place 5
Scott Rule (Hospital District (JPS) Representative), Place 6
Mark McClendon (Tarrant County College (TCC) Representative), Place 7

TownCenter Development District (TDD) Board

EDC President Robert Mundy, Chair, Place 1
EDC Vice President Mark Yeary, Place 2
Mayor Brian Johnson, Vice-Chair, Place 3
Councilmember Sandra Lee, Place 4
VACANT, Place 5

Utility & Infrastructure Board (UIB)

Harry Browne, Place 1
Tayyab Yunus, Place 2
VACANT, Place 3
Robb Lecuyer, Chair, Place 4
Tom Newsom, Place 5
Stephen Mora, Place 6
Mark Perkins, Place 7

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



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

Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

Appointment and removal authority regarding members of City Boards and Commissions

II. Originated by:

III. Summary:

At this time, Council may meet in Closed Session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: EXECUTIVE SESSION - B.

I. Subject:

Briefing on Arlington Water Contract

II. Originated by:

III. Summary:

At this time, Council may meet in Closed Session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	Email from City Attorney Wayne Olson (TOASE)	WayneEmail.pdf
2.	CONFIDENTIAL Operations Agreement DRAFT 05.2018	CONFIDENTIAL Operations Agreement DRAFT 05.2018.pdf



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Staff Report to the Honorable Mayor and City Council

Date: May 21, 2018

Agenda Item No: EXECUTIVE SESSION - C.

I. Subject:

Discussion of City Manager's Annual Evaluation

II. Originated by:

III. Summary:

At this time, Council may meet in Closed Session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments: