

KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING | July 16, 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. Receive a report and hold a discussion of the potential effects of freezing property taxes for senior citizens
- B. Receive a report, hold a discussion and provide staff direction regarding the City's compensation pay plan and budget

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, 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 Mayor
- C. Updates from the City Manager

IX. MONITORING INFORMATION

- A. Monthly Financials – June 2018
- B. Monthly EDC Financials and Activity Report – May 2018

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 June 11, 2018 special meeting
- B. Consider approval of minutes from June 18, 2018 regular meeting
- C. Consider approval of an amendment to the current contract with Waste Connections, regarding the proposed 2018 rate adjustment for residential and commercial solid waste collection, transport, disposal, and recycling services
- D. Consider approval of amended interlocal agreement with Kennedale ISD for the provision of two School Resource Officers (SRO)

XII. DECISION ITEMS

- A. Consider authorizing the City Manager to enter into an agreement for Professional Auditing Services
- B. **CASE #PZ 18-02** - conduct a public hearing, receive comments, and consider approval on a request by Francisco Sanchez for a zoning change for approximately 1 acre from "OT-4" Old Town 4 to "OT-2" Old Town 2 on property located at 400 North Road, legal description of Abstract 1225, Tract 3A, Jacob Prickett Survey, Tarrant County, Texas
 - 1. Staff presentation
 - 2. Applicant presentation
 - 3. Public hearing
 - 4. Applicant response
 - 5. Staff response and summary
- C. **CASE #PZ 18-03** - conduct a public hearing, receive comments, and consider approval of an amendment to Ordinance 434, Section 3.1 to revise permitted uses in the Kennedale TownCenter Planned Development District (KTCPDD)
 - 1. Staff Presentation
 - 2. Public Hearing
 - 3. Staff Response and Summary
- D. **CASE #PZ 18-04** - conduct a public hearing, receive comments, and consider approval of an ordinance amending the Unified Development Code of the City of Kennedale, Texas by amending Article 11, "Specific Use Requirements", Section 11.14 "General Retail, Alcohol Sales" to allow for alcohol sales in the Kennedale TownCenter Planned Development District
 - 1. Staff Presentation
 - 2. Public Hearing
 - 3. Staff Response and Summary
- E. Consider an Ordinance of the City of Kennedale, Texas, Amending Section 11-274 "Proximity to Churches, Public or Private Schools, and Public Hospitals" of Article XI "Alcoholic Beverages" of Chapter 11 "Licenses, Taxation and Miscellaneous Business Regulations" of the Kennedale City Code of Ordinances (1991), as Amended, to Allow Alcohol Sales in the Kennedale TownCenter Planned Development District

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 of any item posted on the agenda, legal issues regarding the Open Meetings Act, and the following items:

A. 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:

B. Discussion of City Manager's Annual Evaluation

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

XV. ADJOURNMENT

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

CERTIFICATION

I do hereby certify that a copy of the July 16, 2018 agenda was posted on the bulletin board next to the main entrance of City Hall (405 Municipal Drive; Kennedale, TX 76060), in a place convenient and readily accessible to the general public at all times; and that said agenda was posted at least seventy-two (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: July 16, 2018

Agenda Item No: WORK SESSION - A.

I. Subject:

Receive a report and hold a discussion of the potential effects of freezing property taxes for senior citizens

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

In 2003, the State of Texas gave local governments the authority to freeze property taxes for homeowners 65 and over. If a freeze goes into effect, it is permanent and cannot be reversed. A resident would not pay property taxes greater than in the first year of the freeze, and the freeze would be in effect on the home until it is sold. The freeze is not granted on basis of ability to pay, it is applied equally to all property owners 65 and over.

The following comes from the Government Finance Officers Association—"When granting exemptions or abatements, government officials should be aware that they are moving away from the economic ideal of taxation, which is applying the lowest tax rate against the broadest tax base. This ideal allows for the optimal collection of taxes; the lower the rate, the less likely people will attempt avoiding the tax and a broad tax base with few exceptions is simpler and less expensive to administer. Also, by reducing the tax base, governments are choosing to shift the tax burden from one class of constituents to another. Government officials should carefully consider the objectives of granting exemptions and whether the exemptions will have the intended effect. For example, it is assumed that tax exemptions or freezes are needed for elderly homeowners since they have fixed incomes. However, census data suggests that the elderly who own homes are relatively wealthy compared to other segments of society, especially lower income families or elderly residents who are confined to rental housing."

Kennedale currently has approximately \$100 million in tax exempt property. This would equate to roughly \$775,000 property tax revenue in the current budget. As a thought exercise, if all the property in the city was taxable, last year instead of raising the tax rate by 1 cent, we could have lowered it by 7 cents and still covered all current expenditures. Currently, Kennedale grants an exemption of \$50,000 to all persons age 65 and older. These exemptions add up to approximately \$26 million in property value, or ~\$200,000 in unrealized revenue.

Any time a tax freeze or abatement goes into effect, the remaining tax payers have to make up the lost revenue. Over time, the cost providing services tends to increase. Even without providing any new services, Kennedale may need to spend over \$100,000 more next year to maintain existing services.

About 15% of all land value in the City is held by residents age 65 and older. With a tax freeze, that \$100,000 of costs would be shifted to the remaining 85% of property owners. For illustration, if every property tax bill needed to increase by \$100, senior bills would not increase at all and every other bill including those less able to pay would increase by \$118.

While many senior citizens may live on a fixed income, census figures show that those who are able to own a home tend to be in a better financial situation than the population at large. For instance, according to the American Community's Survey, 9.1% of all Kennedale residents age 18-64 were below the poverty line, while 9.2% of all Kennedale seniors were below the poverty line. This figure takes into account seniors in rental housing who may not see the direct impact of rising property taxes. Senior renters, such as those at Kennedale Seniors do not directly pay property taxes. Any increases to the property tax bill is split between the owner of the property and the seniors via increased rent. Since these properties would not likely be benefited by the tax freeze, Kennedale senior renters would be worse off with a tax freeze. There will always be examples of specific senior citizens who would benefit from a property tax freeze, but for every senior, there is another resident with the same needs who will now carry a greater burden. Based on poverty rate, Kennedale Seniors are no worse off than the population at large.

The population is only expected to age as more baby boomers retire. A property tax freeze would place an undue burden on the remaining population. We do not recommend passing a senior tax freeze at this time.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: WORK SESSION - B.

I. Subject:

Receive a report, hold a discussion and provide staff direction regarding the City's compensation pay plan and budget

II. Originated by:

Danielle Clarke

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: July 16, 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:



KENNEDALE
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Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Updates from the Mayor

II. Originated by:

III. Summary:

Updates and information from Mayor Brian Johnson.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

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: July 16, 2018

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:

Monthly Financials – June 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 revenues continue to be higher than expected, largely due to increased manufacturing in the city.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

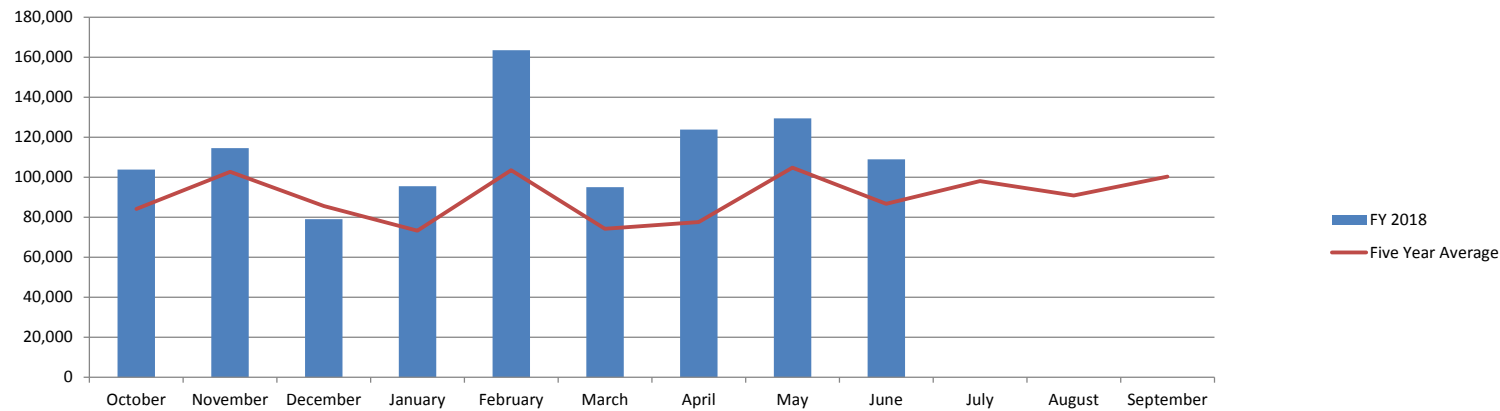
VIII. Attachments:

1.	Sales Tax Update June	Sales Tax Update June.pdf
2.	2018_06 Monthly Financials	2018_06 Monthly Financials.pdf

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	\$ 129,363	\$ 108,885				\$ 1,021,233
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 Chang YTD		FYTD
General Services	\$23,178.86	26.35%	16.97%	\$148,382.11	\$226,322.93
Manufacturing	\$22,041.56	338.06%	-62.53%	\$123,662.06	\$137,496.37
Retail	\$21,485.96	17.89%	-3.06%	\$149,503.83	\$219,792.09
Professional Services	\$16,486.86	10.38%	-1.34%	\$95,190.14	\$144,202.70
Wholesale	\$16,018.43	34.89%	11.24%	\$117,918.64	\$175,034.07
Food	\$9,008.27	44.39%	-3.46%	\$52,799.23	\$77,556.13
Miscellaneous	\$267.38	98.92%	-30.89%	\$1,379.49	\$2,166.69
Agricultural	\$251.81	-25.93%	0.00%	\$27,934.44	\$37,653.90
Accommodation	\$0.00	0.00%	0.00%	\$0.00	\$0.00

**CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 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	\$ 5,186,224	\$ 6,174,185	\$ 6,386,639	\$ 307,051	\$ 5,699,549	84.0%	89.2%	\$ 687,090
OTHER GENERAL FUNDS	\$ 751,574	\$ 1,621,385	\$ 973,127	\$ 99,600	\$ 518,363	46.4%	53.3%	\$ 454,764
GENERAL FUND	\$ 5,937,798	\$ 7,795,570	\$ 7,359,766	\$ 406,651	\$ 6,217,912	76.2%	84.5%	\$ 1,141,854
GENERAL DEBT SERVICE FUND	\$ 1,263,508	\$ 1,453,154	\$ 1,665,934	\$ 35,895	\$ 1,383,802	86.9%	83.1%	\$ 282,132
WATER/SEWER FUND	\$ 3,277,436	\$ 4,950,455	\$ 4,479,449	\$ 483,109	\$ 3,329,276	66.2%	74.3%	\$ 1,150,173
STORMWATER UTILITY FUND	\$ 284,357	\$ 463,360	\$ 256,664	\$ 22,145	\$ 197,530	61.4%	77.0%	\$ 59,134
WATER IMPACT FUND	\$ 111,926	\$ 152,432	\$ 120,450	\$ 8,389	\$ 131,129	73.4%	108.9%	\$ (10,679)
SEWER IMPACT FUND	\$ 24,762	\$ 41,762	\$ 28,625	\$ 4,863	\$ 70,774	59.3%	247.2%	\$ (42,149)
WATER/SEWER FUND	\$ 3,698,481	\$ 5,608,009	\$ 4,885,188	\$ 518,506	\$ 3,728,709	65.9%	76.3%	\$ 1,156,479
EDC4B FUND	\$ 339,770	\$ 522,549	\$ 575,878	\$ 39,002	\$ 715,498	65.0%	124.2%	\$ (139,620)
CAPITAL FUND	\$ 138,051	\$ 193,473	\$ 162,535	\$ 7,076	\$ 126,900	71.4%	78.1%	\$ 35,635
SPECIAL REVENUE FUND	\$ 95,391	\$ 95,393	\$ 25,067	\$ 5,370	\$ 9,550	100.0%	38.1%	\$ 15,517
TOTAL REVENUES	\$ 11,472,999	\$ 15,668,147	\$ 14,674,368	\$ 1,012,500	\$ 12,182,371	73.2%	83.0%	\$ 2,491,997

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	\$ 4,261,399	\$ 6,195,408	\$ 6,453,680	\$ 440,432	\$ 4,430,948	68.8%	68.7%	\$ 2,022,732
OTHER GENERAL FUND	\$ 1,123,026	\$ 1,820,470	\$ 920,034	\$ 64,501	\$ 608,337	61.7%	66.1%	\$ 311,697
GENERAL FUND	\$ 5,384,425	\$ 8,015,879	\$ 7,373,714	\$ 504,933	\$ 5,039,285	67.2%	68.3%	\$ 2,334,429
GENERAL DEBT SERVICE FUND	\$ 1,197,255	\$ 1,423,034	\$ 1,663,884	\$ -	\$ 1,309,368	84.1%	78.7%	\$ 354,516
WATER/SEWER FUND	\$ 2,720,271	\$ 4,244,829	\$ 4,258,316	\$ 208,405	\$ 2,680,936	64.1%	63.0%	\$ 1,577,380
STORMWATER UTILITY FUND	\$ 247,584	\$ 52,571	\$ 271,303	\$ 10	\$ 93,245	471.0%	34.4%	\$ 178,058
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	\$ 2,967,855	\$ 4,511,814	\$ 4,743,192	\$ 208,415	\$ 2,774,181	65.8%	58.5%	\$ 1,969,011
EDC4B FUND	\$ 493,242	\$ 604,408	\$ 592,963	\$ 59,353	\$ 673,393	81.6%	113.6%	\$ (80,430)
CAPITAL FUND	\$ 89,829	\$ 168,210	\$ 175,170	\$ -	\$ 7,478	53.4%	4.3%	\$ 167,692
SPECIAL REVENUE FUND	\$ 99,386	\$ 104,097	\$ 22,984	\$ -	\$ 9,971	95.5%	43.4%	\$ 13,013
TOTAL EXPENDITURES	\$ 10,231,992	\$ 14,827,443	\$ 14,571,907	\$ 772,701	\$ 9,813,676	69.0%	67.3%	\$ 4,758,231

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 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	\$ 259,283	\$ 356,066	\$ 352,423	\$ 32,670	\$ 293,124	72.8%	83.2%	\$ 59,299
MAYOR/CITY COUNCIL	\$ 77,337	\$ 129,553	\$ 115,113	\$ 10,033	\$ 99,761	59.7%	86.7%	\$ 15,352
CITY SECRETARY	\$ 105,526	\$ 152,017	\$ 144,246	\$ 8,128	\$ 92,968	69.4%	64.5%	\$ 51,278
MUNICIPAL COURT	\$ 80,993	\$ 110,036	\$ 128,197	\$ 13,876	\$ 85,373	73.6%	66.6%	\$ 42,824
HUMAN RESOURCES	\$ 90,210	\$ 110,036	\$ 128,583	\$ 26,135	\$ 115,881	82.0%	90.1%	\$ 12,702
FINANCE	\$ 229,770	\$ 293,954	\$ 301,564	\$ 17,947	\$ 264,312	78.2%	87.6%	\$ 37,252
POLICE	\$ 1,547,945	\$ 2,190,318	\$ 2,405,689	\$ 129,519	\$ 1,539,296	70.7%	64.0%	\$ 866,393
FIRE	\$ 1,192,784	\$ 1,679,349	\$ 1,835,873	\$ 135,106	\$ 1,259,695	71.0%	68.6%	\$ 576,178
COMMUNITY DEVELOPMENT	\$ 204,889	\$ 305,758	\$ 341,663	\$ 17,805	\$ 175,537	67.0%	51.4%	\$ 166,126
SENIOR CITIZEN CENTER	\$ 33,856	\$ 66,084	\$ 51,439	\$ 5,360	\$ 35,913	51.2%	69.8%	\$ 15,526
LIBRARY	\$ 186,519	\$ 284,790	\$ 258,031	\$ 19,229	\$ 187,564	65.5%	72.7%	\$ 70,467
NONDEPARTMENTAL	\$ 252,287	\$ 504,400	\$ 390,859	\$ 24,624	\$ 281,296	50.0%	72.0%	\$ 109,563
TOTAL EXPENDITURES	\$ 4,261,399	\$ 6,182,361	\$ 6,453,680	\$ 440,432	\$ 4,430,720	68.9%	68.7%	\$ 2,022,960

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	\$ 731,201	\$ 1,011,907	\$ 1,237,043	\$ 111,995	\$ 807,240	72.3%	65.3%	\$ 429,803
WATER OPERATIONS	\$ 886,936	\$ 1,043,692	\$ 1,649,405	\$ 62,149	\$ 975,239	85.0%	59.1%	\$ 674,166
DEBT	\$ 461,034	\$ 271,274	\$ 677,361	\$ -	\$ 464,750	170.0%	68.6%	\$ 212,611
W&S CAPITAL	\$ 49,077	\$ 181,782	\$ 39,796	\$ -	\$ 2,765		6.9%	\$ 37,031
NONDEPARTMENTAL	\$ 592,023	\$ 1,736,173	\$ 654,711	\$ 33,901	\$ 430,942	34.1%	65.8%	\$ 223,769
TOTAL EXPENDITURES	\$ 2,720,271	\$ 4,244,827	\$ 4,258,316	\$ 208,045	\$ 2,680,936	64.1%	63.0%	\$ 1,577,380

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	\$ 477,205	\$ 728,593	\$ 698,143	\$ 43,593	\$ 420,918	65.5%	60.3%	\$ 277,225
PARKS MAINTENANCE	\$ 58,530	\$ 82,981	\$ 161,368	\$ 8,850	\$ 51,696	70.5%	32.0%	\$ 109,672
CAPITAL	\$ 281,935	\$ 331,716	\$ 60,523	\$ -	\$ 32		0.1%	\$ 60,491
TOTAL EXPENDITURES	\$ 817,670	\$ 1,143,290	\$ 920,034	\$ 52,443	\$ 472,646	71.5%	51.4%	\$ 447,388

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	\$ 148,001	\$ 192,298	\$ 195,517	\$ 20,832	\$ 108,296	77.0%	55.4%	\$ 87,221
DEBT SERVICE	\$ 310,037	\$ 234,250	\$ 322,365	\$ 9,730	\$ 240,208	132.4%	74.5%	\$ 82,157
TOWN SHOPPING CENTER	\$ 34,124	\$ 75,209	\$ 45,362	\$ 14,441	\$ 147,178	45.4%	324.5%	\$ (101,816)
TOWNCENTER REDEVELOPMENT	\$ 1,080	\$ 12,653	\$ -	\$ 14,350	\$ 177,712		#DIV/0!	\$ (177,712)
TOTAL EXPENDITURES	\$ 493,242	\$ 514,408	\$ 563,244	\$ 59,353	\$ 673,394	95.9%	119.6%	\$ (110,150)



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: MONITORING INFORMATION - B.

I. Subject:

Monthly EDC Financials and Activity Report – May 2018

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:

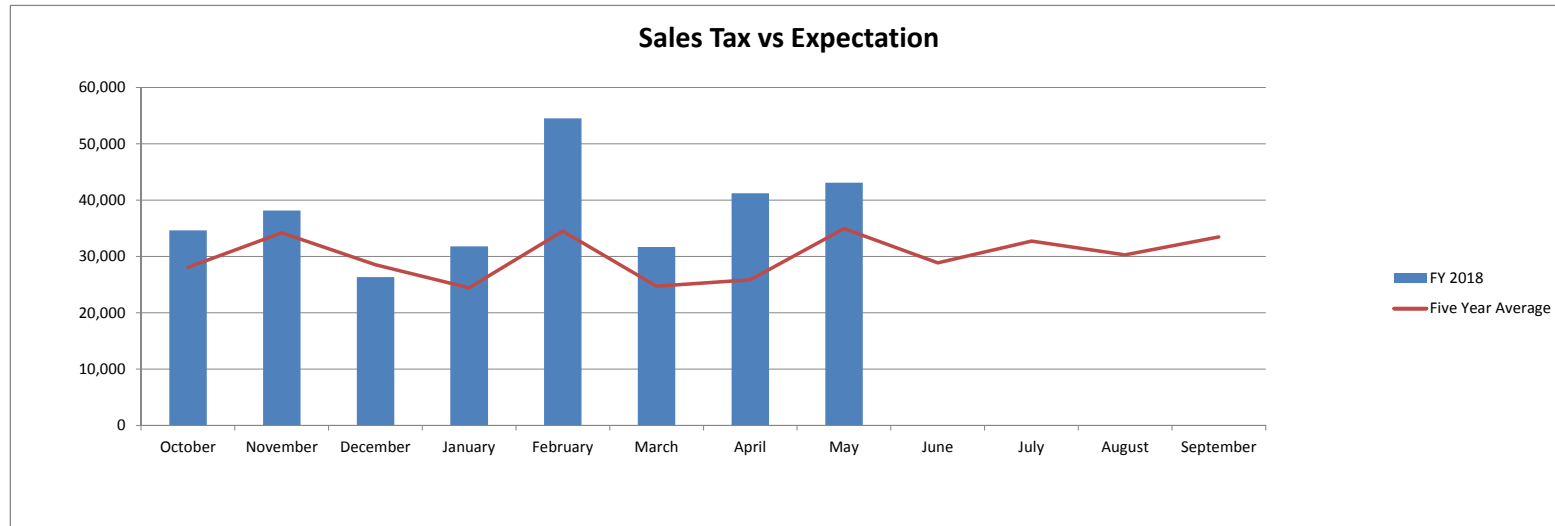
VII. Alternative Actions:

VIII. Attachments:

1.	Sales+Tax+Update-EDC+May	Sales+Tax+Update-EDC+May.pdf
2.	2018_05+Monthly+Financials+-+EDC	2018_05+Monthly+Financials+-+EDC.pdf

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	\$ 41,253	\$ 43,121	\$ -	\$ -	\$ -	\$ -	\$ 101,372
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 Change	YTD	FYTD
General Services	\$ 13,383	74.50%	17.42%	\$ 41,734	\$ 67,711
Retail	\$ 9,272	-1.45%	4.53%	\$ 41,359	\$ 64,057
Wholesale	\$ 5,779	-7.51%	14.58%	\$ 33,967	\$ 53,005
Professional Services	\$ 5,319	-3.26%	7.90%	\$ 26,234	\$ 42,572
Agricultural	\$ 3,768	2899.16%	47.90%	\$ 9,228	\$ 12,467
Manufacturing	\$ 2,455	109.18%	6.01%	\$ 35,186	\$ 40,524
Food	\$ 2,398	7.25%	-5.05%	\$ 14,597	\$ 22,849
Miscellaneous	\$ 99	41.11%	-2.83%	\$ 371	\$ 643
Accommodation	\$ -	0.00%	0.00%	\$ -	\$ -

**CITY OF KENNEDALE
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ECONOMIC DEVELOPMENT CORPORATION FINANCIALS SUMMARY

Budget Amendment

Monthly Information

1. \$43,121 Sales Tax continues to outperform expectations, partially due to new business coming on the books
2. Closed on a new tenant in to finish out Building One.
3. Per Council direction, working towards creating a separate bank account for the EDC
4. Payment going out to management company for filling building one.
5. Low cash position, further new spending is not recommended

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

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EDC CASH POSITION

CATEGORY	DESCRIPTION	FY17-18 YTD
FROM PREVIOUS MONTHS REPORT:		
BEGINNING CASH BALANCE - FUND 15	(Operating Cash)	\$ 80,582
BEGINNING TEXPOOL BALANCE - FUND 15	(Operating Investments)	\$ -
BEGINNING TEXPOOL BALANCE - FUND 19	(Unspent bond proceeds)	\$ 29,959
BEGINNING CASH BALANCE - FUND 95	(Required reserves)	\$ 121,248
BEGINNING CASH BALANCE - TOTAL		\$ 231,789
BEGINNING AVAILABLE CASH - TOTAL		20,082
TOTAL REVENUES MINUS EXPENDITURES FOR MONTH		\$ 10,883 *
ENDING CASH BALANCE - FUND 15	(Operating Cash)	\$ 89,252
ENDING TEXPOOL BALANCE - FUND 15	(Operating Investments)	\$ -
ENDING TEXPOOL BALANCE - FUND 19	(Unspent bond proceeds)	\$ 30,003
ENDING CASH BALANCE - FUND 95	(Required reserves)	\$ 121,383
ENDING CASH BALANCE - TOTAL		\$ 240,638
UNAVAILABLE CASH - EARMARKED		
COMMITTED TO BUILDING ONE RENOVATION		\$ 43,500
2010 \$2.0M BOND SALE REMAINING CASH	(Unspent bond proceeds)	\$ 30,003
RESERVES FOR LEVERAGE NOTE	(Required reserves)	\$ 121,383
TOTAL UNAVAILABLE CASH		\$ 194,886
AVAILABLE CASH		\$ 45,752

*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
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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	182,122	361,319	373,835	43,121	230,037	50.4%	61.5%	143,798
INVESTMENT EARNINGS	435	790	65	537	2,829	55.1%	4352.4%	(2,764)
MISCELLANEOUS INCOME	59,445	76,716	45,120	2,550	27,574	77.5%	61.1%	17,546
SURPLUS SALES/RENTALS	58,779	82,071	121,858	12,326	415,888	71.6%	341.3%	(294,030)
TRANSFERS	-	-	29,719	-	-	0.0%	0.0%	-
TOTAL REVENUES	\$ 303,141	\$ 523,257	\$ 605,597	\$ 58,534	\$ 676,328	57.9%	111.7%	\$ (100,450)
SUPPLIES	-	-	2,100	-	-	#DIV/0!	0.0%	2,100
MAINTENANCE	13,264	44,464	25,112	5,012	108,029	29.8%	430.2%	(82,917)
SUNDRY	132,588	201,042	213,667	25,538	112,171	66.0%	52.5%	101,496
DEBT	150,539	169,431	169,777	-	158,026	88.8%	93.1%	11,751
TRANSFERS	154,819	154,819	182,307	-	67,588	100.0%	37.1%	114,720
CAPITAL	2,354	14,621	-	17,100	185,362	16.1%	#DIV/0!	(185,362)
TOTAL EXPENDITURES	\$ 453,563	\$ 584,377	\$ 592,963	\$ 47,650	\$ 631,176	77.6%	106.4%	\$ (38,213)
REVENUES OVER EXPENDITURES	\$ (150,422)	\$ (61,120)	\$ 12,634	\$ 10,883	\$ 45,152			
ENDING FUND BALANCE	\$ 163,444	\$ 252,746	\$ 147,418		\$ 347,282			
FUND BALANCE AS % OF EXP	36.0%	43.3%	24.9%	0.0%	55.0%			
RESERVE (\$115,000) REQUIREMENT)	\$ -	\$ -	\$ 115,000	\$ -	\$ -			
RESERVE SURPLUS/(SHORTFALL)	\$ 163,444	\$ 252,746	\$ 32,418	\$ -	\$ 347,282			

"YOU'RE HERE. YOUR HOME."

CITY OF KENNEDALE
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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	182,122	361,319	373,835	43,121	230,037	50.4%	61.5%	143,798
INVESTMENT EARNINGS	68	82	65	365	1,812	83.3%	2787.5%	(1,747)
MISCELLANEOUS INCOME	59,445	76,716	45,120	2,550	27,574	77.5%	61.1%	17,546
SURPLUS SALES/RENTALS	58,779	82,071	121,858	12,326	415,888	71.6%	341.3%	(294,030)
TOTAL REVENUES	\$ 302,774	\$ 522,549	\$ 575,878	\$ 58,362	\$ 675,311	57.9%	117.3%	\$ (99,433)
SUPPLIES	-	-	2,100	-	-	#DIV/0!	0.0%	2,100
MAINTENANCE	13,264	44,464	25,112	5,012	108,029	29.8%	430.2%	(82,917)
SUNDRY	132,588	201,042	213,667	25,538	112,171	66.0%	52.5%	101,496
DEBT	150,539	169,431	169,777	-	158,026	88.8%	93.1%	11,751
TRANSFERS	154,819	154,819	152,588	-	67,588	100.0%	44.3%	85,001
CAPITAL	2,354	14,621	-	17,100	185,362	16.1%	#DIV/0!	(185,362)
TOTAL EXPENDITURES	\$ 453,563	\$ 584,377	\$ 563,244	\$ 47,650	\$ 631,176	77.6%	112.1%	\$ (67,932)
REVENUES OVER EXPENDITURES	\$ (150,789)	\$ (61,828)	\$ 12,634	\$ 10,712	\$ 44,135			
ENDING FUND BALANCE	\$ 13,671	\$ 152,017	\$ (2,883)		\$ 196,152			
FUND BALANCE AS % OF EXP	3.0%	26.0%	-0.5%	0.0%	31.1%			
RESERVE (NO REQUIREMENT)	\$ -	\$ -	\$ -	\$ -	\$ -			
RESERVE SURPLUS/(SHORTFALL)	\$ 13,671	\$ 152,017	\$ (2,883)	\$ -	\$ 196,152			

"YOU'RE HERE. YOUR HOME."

**CITY OF KENNEDALE
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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	182,122	361,319	373,835	43,121	230,037	50.4%	61.5%	143,798
	SALES/BEVERAGE TAXES	\$ 182,122	\$ 361,319	\$ 373,835	\$ 43,121	\$ 230,037	50.4%	61.5%	\$ 143,798
4401-00-00	INVESTMENT INCOME	68	82	65	365	1,812	83.3%	2787.5%	(1,747)
	INVESTMENT EARNINGS	\$ 68	\$ 82	\$ 65	\$ 365	\$ 1,812	83.3%	2787.5%	\$ (1,747)
4409-00-00	MISCELLANEOUS INCOME	59,445	76,716	45,120	2,550	27,574	77.5%	61.1%	17,546
	MISCELLANEOUS INCOME	\$ 59,445	\$ 76,716	\$ 45,120	\$ 2,550	\$ 27,574	77.5%	61.1%	\$ 17,546
4805-00-00	RENTAL FEES-SHOPPING CENTER	58,418	81,710	121,112	12,326	66,709	71.5%	55.1%	54,403
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	\$ 58,779	\$ 82,071	\$ 121,858	\$ 12,326	\$ 415,888	#DIV/0!	#DIV/0!	\$ (294,030)
	TOTAL REVENUES	\$ 302,774	\$ 522,549	\$ 575,878	\$ 58,362	\$ 675,311	57.9%	117.3%	\$ (99,433)
	TOTAL REVENUES (EXCLUDING INTEREST/TRANSFERS)	\$ 302,706	\$ 522,467	\$ 575,813	\$ 57,997	\$ 673,499			
	10% ADMIN CHARGE-GENERAL FUND	30,271	52,247	57,581	5,800	67,350			

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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	35	35	0.0%	2.9%	1,165
5510-01-00	ASSOC DUES/PUBLICATIONS	4,850	4,855	5,320	4,890	4,890	99.9%	91.9%	430
5512-01-00	CONTRACTUAL SERVICES	-	-	-	-	-	-	-	-
5525-01-00	TRAINING/SEMINARS	-	175	250	-	-	0.0%	0.0%	250
5565-01-00	LEGAL SERVICES	6,928	17,252	10,000	4,540	10,498	40.2%	105.0%	(498)
5567-01-00	AUDIT SERVICES	2,250	2,250	2,250	-	4,250	100.0%	188.9%	(2,000)
5570-01-00	SPECIAL SERVICES	58,345	81,145	68,650	-	5,700	71.9%	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	2,128	2,128	-	-	-	100.0%	#DIV/0!	-
5595-01-00	ADMIN CHARGE-GENERAL FUND	30,271	44,926	81,647	6,804	54,431	67.4%	66.7%	27,216
5615-01-00	FUNCTIONAL GRANT	9,514	17,137	24,000	-	7,660	55.5%	31.9%	16,340
	SUNDRY	\$ 114,365	\$ 170,298	\$ 193,417	\$ 16,269	\$ 87,464	67.2%	45.2%	\$ 105,953
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	\$ 115,638	\$ 172,266	\$ 195,517	\$ 16,269	\$ 109,464	67.1%	56.0%	\$ 86,053

"YOU'RE HERE. YOUR HOME."

**CITY OF KENNEDALE
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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	58,689	58,689	54,905	-	54,831	100.0%	99.9%	74
5644-01-03	2007 \$1.2M TAX BOND-PRINCIPAL	55,000	55,000	60,000	-	60,000	100.0%	100.0%	-
5645-01-03	2011 \$1.7M TX LEVERAGE-INT	10,537	15,879	14,278	-	13,244	66.4%	92.8%	1,034
5646-01-03	2011 \$1.7M TX LEVERAGE-PRI	26,313	39,863	40,594	-	29,951	66.0%	73.8%	10,643
	DEBT	\$ 150,539	\$ 169,431	\$ 169,777	\$ -	\$ 158,026	88.8%	93.1%	\$ 11,751
5702-01-03	TRANSFER OUT-DEBT SERVICE FUND	154,819	154,819	152,588	-	67,588	100.0%	44.3%	85,001
	TRANSFER	\$ 154,819	\$ 154,819	\$ 152,588	\$ -	\$ 67,588	100.0%	44.3%	\$ 85,001
	TOTAL EXPENDITURES	\$ 305,358	\$ 324,250	\$ 322,365	\$ -	\$ 225,613	94.2%	70.0%	\$ 96,752

"YOU'RE HERE. YOUR HOME."

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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	13,264	44,464	25,112	5,012	108,029	29.8%	430.2%	(82,917)
	MAINTENANCE	\$ 13,264	\$ 44,464	\$ 25,112	\$ 5,012	\$ 108,029	29.8%	430.2%	\$ (82,917)
5530-02-00	ELECTRIC SERVICES	4,185	5,924	6,700	767	4,224	70.7%	63.1%	2,476
5545-02-00	INSURANCE-PROPERTY	6,507	6,507	6,500	-	8,341	100.0%	128.3%	(1,841)
5570-02-00	SPECIAL SERVICES	7,530	18,312	7,050	8,502	12,142	41.1%	172.2%	(5,092)
	SUNDRY	\$ 18,223	\$ 30,744	\$ 20,250	\$ 9,269	\$ 24,707	59.3%	122.0%	\$ (4,457)
	TOTAL EXPENDITURES	\$ 31,487	\$ 75,209	\$ 45,362	\$ 14,281	\$ 132,737	41.9%	292.6%	\$ (87,375)

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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	1,080	10,080	-	17,100	163,362	0.0%	#DIV/0!	(163,362)
	CAPITAL	\$ 1,080	\$ 12,653	\$ -	\$ 17,100	#####	0.0%	#DIV/0!	\$ (163,362)
	TOTAL EXPENDITURES	\$ 1,080	\$ 12,653	\$ -	\$ 17,100	#####	0.0%	#DIV/0!	\$ (163,362)

**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%	\$ -

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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	109	205	-	44	268	53.2%	#DIV/0!	(268)
TOTAL REVENUES	\$ 109	\$ 205	\$ -	\$ 44	\$ 268	53.2%	#DIV/0!	\$ (268)
TRANSFERS	-	-	29,719	-	-	0.0%	0.0%	-
CAPITAL	-	-	-	-	-	0.0%	0.0%	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ 29,719	\$ -	\$ -	0.0%	0.0%	\$ -
REVENUES OVER EXPENDITURES	\$ 109	\$ 205	\$ (29,719)	\$ 44	\$ 268			
ENDING FUND BALANCE	\$ 29,553	\$ 29,649	\$ 0		\$ 29,918			
FUND BALANCE AS % OF EXP	N/A	N/A	N/A	N/A	N/A			
RESERVE (NO REQUIREMENT)	\$ -	\$ -	\$ -	\$ -	\$ -			
RESERVE SURPLUS/(SHORTFALL)	\$ 29,553	\$ 29,649	\$ 0	\$ -	\$ 29,918			

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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	109	205	-	44	268	53.2%	#DIV/0!	(268)
	INVESTMENT EARNINGS	\$ 109	\$ 205	\$ -	\$ 44	\$ 268	53.2%	#DIV/0!	\$ (268)
	TOTAL REVENUES	\$ 109	\$ 205	\$ -	\$ 44	\$ 268	53.2%	#DIV/0!	\$ (268)

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%	\$ -

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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	257	502	-	128	749	51.2%	#DIV/0!	(749)
TOTAL REVENUES	\$ 257	\$ 502	\$ -	\$ 128	\$ 749	51.2%	#DIV/0!	\$ (749)
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	\$ -
REVENUES OVER EXPENDITURES	\$ 257	\$ 502	\$ -	\$ 128	\$ 749			
ENDING FUND BALANCE	\$ 120,219	\$ 120,464	\$ 120,582		\$ 121,213			
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)	\$ 7,613	\$ 7,858	\$ 7,976	\$ (112,606)	\$ 8,607			

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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	257	502	-	128	749	51.2%	#DIV/0!	(749)
	INVESTMENT EARNINGS	\$ 257	\$ 502	\$ -	\$ 128	\$ 749	51.2%	#DIV/0!	\$ (749)
	TOTAL REVENUES	\$ 257	\$ 502	\$ -	\$ 128	\$ 749	51.2%	#DIV/0!	\$ (749)

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%	\$ -

Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

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

I. Subject:

Consider approval of minutes from June 11, 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_06.11_Minutes_City Council Special Meeting_DRAFT	2018_06.11_Minutes_City Council Special Meeting_DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | June 11, 2018 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 5:32 p.m.

Present: Mayor Johnson; Mayor Pro Tem Jan Joplin, Place 5; Rockie Gilley, Place 1; Chris Pugh, Place 2; and Linda Rhodes, Place 4. **Absent:** Sandra Lee, Place 3.

Staff: City Manager George Campbell, City Secretary and Communications Coordinator Leslie Galloway, Finance Director Brady Olsen, Interim Fire Chief Brian King, Police Chief Tommy Williams, Community Development Director Melissa Dailey, Library Director Amanda King, Code Compliance Officer Todd Varner, City Attorney James Donovan (TOASE)

Mayor Johnson recessed into Executive Session at 5:33 p.m.

II. EXECUTIVE SESSION

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

Mayor Johnson reconvened into Open Session at 6:08 p.m.

Motion To Approve authorizing the City Attorney to file a lawsuit to seek enforcement of UDC violations at 913 Shady Creek Drive. **Action** Approve, **Moved By** Mayor Pro Tem Jan Joplin, **Seconded By** Pugh. **Motion passed Unanimously.**

IV. WORK SESSION

- A. Receive a report and hold a discussion regarding long- and short-range comprehensive planning and economic development strategies

Community Development Director Melissa Dailey stated that the City and the EDC were working to create a contemporary, progressive community that is both business- and family-friendly. She then outlined the goals and strategies defined in the 2012 Comprehensive Plan and discussed plans for gathering resident input regarding a plan update in coming months.

- B. Receive a report and hold a discussion regarding budget strategies, revenues, and programming for FY2019

Finance Director Brady Olsen discussed meeting dates, the City's Fund structure, staff's budgeting process, and offered projections of significant changes to revenues/expenditures. Olsen requested that Council submit to either he or City Manager George Campbell any initiative or input that they wished to see incorporated in the Proposed FY18-19 Budget.

V. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn, **Moved By** Gilley, **Seconded By** Mayor Pro Tem Joplin. **Motion passed Unanimously.**

Mayor Johnson adjourned the meeting at 7:52 p.m.

APPROVED:

BRIAN JOHNSON, MAYOR

ATTEST:

LESLIE GALLOWAY, CITY SECRETARY



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

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

I. Subject:

Consider approval of minutes from June 18, 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_06.18_Minutes_City Council Regular Meeting_DRAFT_LG	2018_06.18_Minutes_City Council Regular Meeting_DRAFT_LG.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | JUNE 18, 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. Interview representatives of the two firms that submitted proposals to provide Professional Auditing Services

Finance Director Brady Olsen stated that representatives of both firms who responded to the RFQ in March were present to summarize their proposals to Council and answer any questions. Paula Lowe and Kent Willis of Pattillo, Brown & Hill presented an overview of their proposal with an initial annual cost of \$34,190. Kevin Kemp of BKD CPAs & Advisors presented an overview of their proposal, with an initial annual cost of \$38,150.

- B. Presentation of the background, current status, and future plans for the New Hope Road Project

Public Works Superintendent Larry Hoover stated that this was a presentation covering Consent items D, E, and F, which were postponed from the May 21 agenda.

Alex Garcia of Freese and Nichols stated that the New Hope Road project began as a response to the TIRZ, and involved expanding New Hope Road to four lanes from Business 287 to Hudson Village Creek Road. In early 2016, TxDOT approached the City about an off-system bridge replacement, and because of the project's proximity the first Amendment was generated. The current consideration (Amendment 2) is for a TxDOT off-system project. For this, the City identified Valley Lane and Averett Road as the local match projects to satisfy their contribution. TxDOT can do an equal match project to meet the local portion of the project (City identified Valley and Averett).

- C. Review and discuss applications of potential candidates for the 2018-19 Youth Advisory Council (YAC)

There was no discussion at this time.

- D. Discuss potential appointments to Charter Study Committee

There was no discussion at this time.

- E. Discussion of items on Regular Session

There was no discussion at this time.

III. REGULAR SESSION

Mayor Johnson called the meeting to order at 7:06 p.m.

IV. ROLL CALL

Present: Mayor Johnson; Mayor Pro Tem Joplin, Place 5; Rockie Gilley, Place 1; Chris Pugh, Place 2; Sandra Lee, Place 3; and Linda Rhodes, Place 4. **Absent:** NONE.

Staff: City Manager George Campbell, City Secretary and Communications Coordinator Leslie Galloway, Finance Director Brady Olsen, Interim Fire Chief Brian King, Police Chief Tommy Williams, Public Works Superintendent Larry Hoover, Community Development Director Melissa Dailey, Library Director Amanda King, HR/EDC Manager Danielle Clarke, City Attorney Wayne Olson (TOASE)

V. INVOCATION

The invocation was provided by Pastor Floyd Moody.

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

VII. VISITOR/CITIZENS FORUM

Tom Newsom, 303 Pennsylvania, stated his worries about the speed of traffic on Pennsylvania.

Ron Rowden, 1403 Peggy Lane, stated his worries about increasing property appraisals with the lack of a freeze on property taxes for those 65 and older.

Bob Gruenhagen, 913 Shady Vale Drive, stated his desire to have the community involved in any strategic planning.

Sara Johnson, 700 Crestview Drive, stated her desire to see larger residential lots, services for the elderly, and debt reduction.

John Hivale, 418 Coker Valley Drive, stated his desire to see Council work together.

Richard Weber, 2703 Crestmoor Court, Arlington, spoke against high density housing.

VIII. REPORTS/ANNOUNCEMENTS

A. Updates from the Mayor

This item was taken out of order. It was discussed after item VIII.C.

Mayor Johnson stated that he recently volunteered at Camp Hope and thanked Tim Brestowski for also being a cabin leader as well as everyone who donated money to help make that program possible. He added that he attended the NCTCOG luncheon, that he was planning to attend NLC soon, and that Council needed input about where and how to hold strategic planning meetings.

- Recognition of 2017-2018 YAC members

Mayor Johnson and Mayor Pro Tem Joplin recognized the YAC members in attendance.

B. Updates from the City Council

ROCKIE GILLEY, PLACE 1 stated that he completed active shooter prevention training presented by the DPS in Austin.

CHRIS PUGH, PLACE 2 stated that he, along with Jeff Nevarez, attended the Mayors Council and he met the owner of the new salon in TownCenter.

SANDRA LEE, PLACE 3 stated that she attended a meeting at the Muslim Community Center for Human Services, and discussed their providing a clinic in Kennedale.

LINDA RHODES, PLACE 4 stated that she met the new Director at the Senior Center and the owner of the new nail salon in TownCenter, and attended a NCTCOG Meeting with the Mayor, City Manager, and Councilmember Lee.

MAYOR PRO TEM JAN JOPLIN, PLACE 5 stated her appreciation for the UIB developing a prioritization matrix. She added that there would be upcoming meetings for short- and long-range planning, that she was glad that the compensation study had been completed for the Police and Fire Departments, and that she enjoyed reading the YAC applications.

C. Updates from the City Manager

City Manager George Campbell had no updates at this time.

IX. MONITORING INFORMATION

A. Monthly Financials – May 2018

B. Monthly EDC Financials and Activity Report

X. INCIDENTAL ITEMS

XI. REQUIRED APPROVAL ITEMS (CONSENT)

A. Consider approval of minutes from May 15, 2018 special meeting

B. Consider approval of minutes from May 21, 2018 regular meeting

C. Consider approval of minutes from May 30, 2018 special meeting

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

E. 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

F. 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

G. Consider Resolution 527 adopting an amended City of Kennedale Financial Management Policy

- H. Consider Resolution 528 adopting an amended City of Kennedale Fraud Policy
- I. Consider Resolution 529 adopting an amended City of Kennedale Fund Balance Policy
- J. Consider Resolution 530 adopting an amended City of Kennedale Grant Submission & Acceptance Policy
- K. Consider Resolution 531 adopting an amended City of Kennedale Identity Theft Prevention Program Policy
- L. Consider Resolution 532 adopting an amended City of Kennedale Internal Controls & Cash Handling Policy
- M. Consider Resolution 533 adopting an amended City of Kennedale Investment Policy
- N. Consider Resolution 534 adopting an amended City of Kennedale Procurement Card Program Policy
- O. Consider Resolution 535 adopting an amended City of Kennedale Purchasing Policy
- P. Consider Resolution 536 adopting an amended City of Kennedale Unclaimed Property Policy

Item B was removed from the Consent Agenda at the request of Councilmember Rhodes; Items D, E, and F at the request of Mayor Pro Tem Joplin; and Item O at the request of City Manager George Campbell.

Motion To Approve Consent Agenda, except items B, D, E, F, and O. **Action** Approve, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Rhodes. **Motion passed Unanimously.**

Motion To Approve Item XI.B. (May 21, 2018 minutes) as corrected (by addition of wording provided by Councilmember Rhodes). **Action** Approve, **Moved By** Rhodes, **Seconded By** Pugh. **Motion passed Unanimously.**

In relation to Item XI.D., XI.E., and XI.F., Alex Garcia of Freese and Nichols provided a brief overview of the overall project, which was followed by some discussion.

Motion To Postpone. **Action** Postpone Consent Agenda items D, E, F until the Regular Work Session on Monday, July 2, 2018, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Lee. **Motion passed 4-1**, with Pugh voting against postponement.

City Manager George Campbell stated that staff and the City Attorney desired to make further revisions to item XI.O. before consideration by Council.

Motion To Postpone Consent Agenda item O. **Action** Postpone, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Rhodes. **Motion passed unanimously.**

XII. DECISION ITEMS

- A. Consider appointment of a Mayor Pro Tem

Motion To Approve appointment of Sandra Lee as Mayor Pro Tem. **Action** Approve, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Gilley. **Motion passed Unanimously.**

- B. Appoint members to the 2018-2019 Youth Advisory Council (YAC)

Motion To Approve appointment of all YAC applicants. **Action** Approve, **Moved By** Joplin, **Seconded By** Pugh. **Motion passed Unanimously.**

- C. Consider approval of Resolution 526 authorizing publication of notice of intention to issue certificates of obligation

Finance Director Brady Olsen stated that by approving this Resolution, Council would be authorizing the publication of a notice that the City is considering a debt issuance, which would be repaid with water/sewer/stormwater revenues. Mark McLiney of SAMCO stated that this was the first step of a legal process required to consider issuance of this \$4.2 M of Certificates of Obligation Bonds, which would primarily fund drainage and utility projects. He added that the issuance of debt would occur on August 20, 2018, and that the first payment would occur in FY2019

Motion To Approve. **Action** Approve Resolution 526 authorizing publication of notice of intention to issue certificates of obligation, **Moved By** Joplin, **Seconded By** Pugh. **Motion passed 4-1**, with Gilley voting against.

XIII. EXECUTIVE SESSION

- A. Briefing on Arlington Water Contract

Executive Session was not held at this time.

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

XV. ADJOURNMENT

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

Mayor Johnson adjourned the meeting at 8:46 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE GALLOWAY, CITY SECRETARY

Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

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

I. Subject:

Consider approval of an amendment to the current contract with Waste Connections, regarding the proposed 2018 rate adjustment for residential and commercial solid waste collection, transport, disposal, and recycling services

II. Originated by:

Danielle Clarke

III. Summary:

On November 1, 2007, the City entered into a contract with IESI TX Corporation to provide residential and commercial customers with solid waste collection, transport, and disposal for a five-year term, ending January 31, 2013.

Since that time, the City has entered into three amendment and renewal agreements. The first, on October 3, 2012, extended the contract another five years through January 31, 2018, and amended the rates.

The second amendment, dated May 14, 2015, extended the contract through January 31, 2020, and included the option to extend the contract for two successive terms of five years each, should the City desire to do so. It was during this extension that the curbside recycling containers were implemented and the rates were adjusted to include weekly curbside recycling service.

The third amendment, dated September 18, 2017, amended the rates.

The current rate adjustment requested in the attached letter is \$0.50 per month per customer, which is a 3.9% increase, for a total monthly residential rate of \$13.32. The increase will also include commercial customers. This rate adjustment request is based on the Consumer Price Index (CPI) and landfill disposal cost increases. The last rate adjustment for solid waste collection was in 2017.

Per the original contract (attached), Waste Connections may request an adjustment based on CPI or to offset unusual changes in the cost of operations due to or directly resulting from a variety of items, including landfill costs; and should the City fail to or refuse to consent to a requested rate increase — and the contractor can demonstrate that such rate increase is necessary to offset increased costs — the contractor may, at its discretion, terminate the agreement upon a 180-day written notice.

IV. Fiscal Impact Summary:

V. Legal Impact:

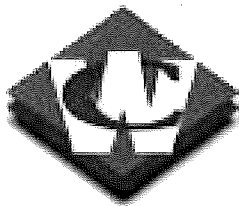
VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	CURRENT CONSIDERATION: WCofTexas_RateLetter2018	WCofTexas_RateLetter2018.pdf
2.	01. Original Contract with IESI (11.01.2007)	Original+Contract+with+IESI.pdf
3.	02. First Amendment to the Contract (10.03.2012)	First+Amendment.pdf
4.	03. Second Amendment to the Contract (05.14.2015)	Second+Amendment.April+2015.pdf
5.	04. Third Amendment to the Contract (09.18.2017)	Third+Amendment+with+Rates.pdf



WASTE CONNECTIONS
OF TEXAS

June 20, 2018

Honorable Mayor and Members of Council
City of Kennedale
405 Municipal Drive.
Kennedale, Texas 76060

Re: Price Increase Request:

Dear Honorable Mayor and Members of Council:

Waste Connections of Texas would like to take this opportunity to express our appreciation for your business. Per our contract we would like to present to you our request for a 2018 rate adjustment. This years amount is based on the published Bureau of Labor Standard Consumer Price Index / Urban Consumers (CPI-U DFW)-all items- (see attached). The amount of the request for 2018 is equal to 3.9% or \$.50 per home. This increase would also include the commercial customers as well. We respectfully ask for your support in order to maintain our operations and continue to meet our financial obligations. If approved the effective date would be August 1, 2018. Your current rate per home is \$12.82, so with the increase your new rate will be \$13.32.

If you have any questions or need additional information, please feel free to contact me if you have any questions per this request.

Sincerely,

Norm Bulaich
Municipal Manager
Progressive Waste Solutions
817-999-2584

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CPI-All Urban Consumers (Current Series)

Series Id: CUURS37ASA0, CUUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	197.079		198.596		202.357		206.413		205.883		200.051		201.791	200.118	203.463
2009	198.623		200.039		199.311		200.663		201.802		201.958		200.544	199.494	201.595
2010	202.106		201.982		202.108		200.227		201.882		201.168		201.624	201.908	201.339
2011	203.199		206.967		208.794		208.602		209.255		209.283		207.933	206.768	209.097
2012	209.203		212.618		212.226		211.267		214.033		212.901		212.227	211.520	212.935
2013	213.696		216.465		215.670		216.979		217.068		215.450		215.995	215.550	216.441
2014	216.291		218.715		219.590		219.543		219.380		217.188		218.392	218.469	218.316
2015	214.899		217.487		218.484		218.676		217.507		217.104		217.500	217.375	217.625
2016	217.164		218.877		220.717		221.507		221.923		222.259		220.677	219.223	222.132
2017	223.082		223.782		225.264		225.613		229.056		229.352		226.103	224.203	228.003
2018	229.132		230.272		234.034										

3.9%

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CONSOLIDATED CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE & RECYCLE COLLECTION

THIS CONSOLIDATED CONTRACT (the "CONTRACT") is made and entered into on November 1, 2007, by and between the CITY OF KENNEDALE, a municipal corporation of Tarrant County, Texas (hereinafter referred to as "CITY") and IESI TX Corporations, a Texas corporation ("CONTRACTOR"), authorized to do business in the State of Texas (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY desires to provide residential and commercial customers within its corporate limits with solid waste collection, transport, disposal and recycling services for a term of five (5) years ending January 31, 2013; and

WHEREAS, the CONTRACTOR has provided the CITY with a response to its Request for Proposals (RFP) dated October 25, 2007 for solid waste disposal and recycling services on a Contract basis.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the public health of the citizens of the CITY it is hereby understood and agreed by the parties hereto as follows:

1. Grant. To the extent permitted by law, CITY hereby grants to CONTRACTOR a Contract with the exclusive franchise, license, and privilege to engage in the business of collecting and disposing of all residential and commercial Acceptable Waste, Construction and Demolition Waste, and Recyclable Materials as defined herein below which is generated within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for said business during the term of this Contract. The CITY hereby grants to the CONTRACTOR, in accordance with the CITY'S ordinances and regulations governing the collection and disposal of Acceptable Waste, the title to all Acceptable Waste collected and disposed of by the CONTRACTOR, over, upon, along and across the CITY'S present and future streets, alleys bridges and public properties. All title to and liability for materials excluded from this Contract shall remain with the generator of such materials.
2. Term. The term of this Contract shall be for five (5) years commencing on February 1, 2008 and terminating on January 31, 2013. The term may be renewed for two (2) successive terms of five (5) years each, by mutual consent of the parties hereto.
3. Definitions. Wherever used herein, the hereinafter listed terms shall have the following meanings:
 - A. Acceptable Waste: Any and all waste that is solid waste, including brush, garbage, yard waste and trash, as solid waste is defined under the laws of the

United States and/or the State of Texas and/or the regulations promulgated thereunder and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste", as defined herein.

- B. **Bulky Item:** Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.
- C. **By-Products With Residual Value:** Any excess industrial, manufacturing or commercial by-products or significant and constant volumes of materials of a company which have a residual value on the open market, (such as cardboard and packing materials).
- D. **Brush:** Tree and shrub trimmings which are not easily placed in disposable containers.
- E. **Commercial Containers:** Metal containers supplied by CONTRACTOR affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- F. **Construction and Demolition Waste:** Acceptable Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Unacceptable Waste or Bulky Items.
- G. **Curbside Service:** Acceptable Waste or Recyclable Materials to be picked up by the CONTRACTOR will be located at the curbside of the street bearing the customer's address or, if there is no curb, where the customer's property line meets the street.
- H. **Debris:** Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames, or large, uncut dead trees.
- I. **Bags or Disposable Containers:** Any plastic bag or cardboard box with a capacity or volume of thirty three (33) gallons or less and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.
- J. **Garbage:** Refuse animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste which is damp or capable of emitting noxious odors.

- K. **Handicapped Residential Unit:** Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Acceptable Waste at the curbside, and that generates and accumulates Acceptable Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the CONTRACTOR.
- L. **Hazardous Waste:** Waste identified or listed as hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.
- M. **Multiple-Family/Apartment Residential Complex:** A structure in which three (3) or more families reside and claim as their permanent address.
- N. **Permanent Containers:** Any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty three (33) gallons or less and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds. It is recommended that plastic bags be used along with permanent containers to prevent spillage on CITY streets.
- O. **Recyclable Materials:**
- | | |
|---|---|
| Metal Cans: | Rinse metal cans and place in bins composed of tin, steel or aluminum. |
| Aluminum Cans: | Aluminum drink cans. |
| Glass: | Clear, green and brown glass bottles and jars. No mirrors, window glass, plate glass, light bulbs or ceramics. |
| Plastic Bottles: | Only plastic bottles with recycling symbols, #1, #2, #3, #4, #5, #6, and #7. Examples include milk bottles, soft drink liter bottles, detergent bottles, cleaning bottles and shampoo bottles. Rinse and remove lids. |
| Newspapers, Magazines, Catalogs | Newspapers, magazines, and catalogs including slick and glossy inserts. |
| Junk Mail, Cardboard
Mixed Household Paper | Junk mail, envelopes, cereal boxes, cardboard, chipboard and other household paper placed inside the bin. No tissues, wet paper or paper contaminated with food |

products are acceptable. All cardboard must be broken down to a size that will fit inside the bin.

Other:

Items that are identified as recyclable by the CITY, CONTRACTOR, or as the result of changes in any local, state, or federal laws, ordinances, or regulation.

P. Recycling Containers: Thirty (30) roll off container provided by CONTRACTOR for each residential Customer to utilize. Any container must be approved by the City Council.

Q. Single-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Acceptable Waste.

R. Special Waste: Any waste, even though it may be part of a delivered load of waste excluding insignificant quantities found in residential, commercial or industrial waste, which is:

- (1) defined as such by the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder; or
- (2) medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities; and
- (3) dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of the CITY; or
- (4) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or
- (5) liquid waste, which for the purposes of this Contract means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095); or
- (6) waste from an industrial process; or
- (7) waste from a pollution control process; or
- (8) waste transported in a bulk tanker; or
- (9) friable and/or nonfriable asbestos waste; or

- (10) empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
 - (11) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
 - (12) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition; or
 - (13) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or
 - (14) residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the Effective Date of this Contract, requires special or additional management that differs from the requirements applicable on the Effective Date of this Contract; or
 - (15) any waste that requires other than normal handling, storage, management and/or disposal.
- S. Trash: All household refuse other than garbage, debris, brush, household furniture and appliances. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, Recyclable Waste, old clothes and other household trash of like kind, but shall not include Hazardous Wastes.
- T. Unacceptable Waste: Any and all waste that is either:
- (1) waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated thereunder; or
 - (2) "Hazardous Waste", as defined herein; or
 - (3) waste which is prohibited from disposal at the Landfill by CONTRACTOR including tires, concrete, and bulk petroleum or chemical products or by-products; or
 - (4) liquid waste, as defined herein, and septic tank pumpings and grease and grit trap wastes; or

- (5) sludge waste, including water supply treatment plant sludges and stabilized, and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or
 - (6) dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of the CITY; or
 - (7) any waste, including "Special Waste" as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical, infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by CONTRACTOR in its sole discretion.
- U. White Good: Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.
- V. Yard Waste: Grass or shrubbery cuttings, leaves, tree limbs (less than 31 in length) and other materials accumulated as the result of the care of lawn, shrubbery, vines and trees. Yard waste does not include food wastes from gardens such as fruits or vegetables.

4. Single-Family Residential Units

- A. Duties and Obligations of Single-Family Residential Unit: Every owner, agent, lessee, tenant or occupant of any single-family residential premises in the CITY ("residential customer") shall have the following duties and obligations:
- (1) Brush and Trash: Each residential customer shall place brush or trash which cannot be placed in disposable containers or permanent containers into lengths not to exceed four (4) feet and with a weight not to exceed fifty (50) pounds, tie same in bundles, and stack such brush or trash at curbside (as is hereinafter provided).
 - (2) Containers Secured: Each residential customer shall keep all such containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.
 - (3) Draining Liquids: Each residential customer shall drain all Acceptable Waste and Recyclable Materials mixed with water or other liquids before placing the same into appropriate containers.

- (4) **Items Exceeding Fifty (50) Pounds:** No residential customer shall place for collection, or permit to be placed for collection, any permanent container, disposable container, item, or bundle of brush or trash exceeding fifty (50) pounds in weight.
- (5) **Placement of Waste and Materials:** Each residential customer shall place appropriate containers containing Acceptable Waste at the curbside on the street bearing such residential customer's address in such a manner as to be easily accessible for collection and as to prevent Acceptable Waste from being scattered.
- (6) **Residential Containers:** Each residential customer shall provide and use containers (disposable or permanent) sufficient in number to hold the Acceptable Waste accumulating on the premises.
- (7) **Unacceptable Waste:** No residential customer shall place for collection, or permit to be placed for collection, any Unacceptable Waste.
- (8) **Time of Placement of Waste and Materials:** All appropriate containers and bundled brush required to be located at the curbside shall be placed at the prescribed curbside locations not more than twelve hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day.
- (9) **Vines and Bushes:** Each residential customer shall place all vines and thorny bushes in disposable containers.
- (10) **Waste and Materials in Containers:** Each residential customer shall place all Acceptable Waste (including brush, if the size of the brush allows) in either disposable containers or permanent containers.
- (11) **Notwithstanding anything to the contrary contained herein, the CONTRACTOR agrees to assist Handicapped Residential Units with house-side collection of their Acceptable Waste; provided, that the CONTRACTOR receives prior written notice from the Handicapped Residential Unit of such special need. The CITY shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.**

B. Contractor's Duties and Obligations – Residential: It shall be the duty and obligation of CONTRACTOR to perform the following services:

- (1) **Collection:** CONTRACTOR agrees to make two (2) weekly collections for Acceptable Waste. CONTRACTOR shall not commence service to

residential customers prior to 7:00 a.m. and no collections will be made on Sundays. Collections may be made on designated holidays that do not fall on a Sunday, but shall not be required. CONTRACTOR shall provide collection services to residential customers in the manner specified herein.

(2) Customer Service Number: CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. weekdays and Saturday 8:00 a.m. to 3:00 p.m. every day except Sunday and the holidays set forth in Section (6.L.) herein, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR.

(3) Equipment and Services Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste or Recyclable Materials from premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste or debris.

(4) Take-all Service: CONTRACTOR shall collect all items placed on the curb as part of the regular waste collection cycle providing that the items are acceptable for landfill disposal and the items are containerized in a can, bag or box. Brush and tree limbs must be tied in bundles not to exceed four (4) feet in length and fifty (50) pounds in weight. This service includes construction and fencing materials generated by the homeowner resulting from repair and remodeling projects as long as said materials are containerized or tied in bundle's not to exceed four (4) feet in length and fifty (50) lbs. in weight.

Bulky items and White Goods including stoves, furniture, water heaters, dishwashers, etc., when placed on the curb, will be picked up as part of normal service collections. Federal Law prohibits the collection of refrigerator or freezer units unless certification is provided that CFC's have been removed by a certified technician.

(5) Landfill Disposal and Vehicle Standards: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable

Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or properties adjacent thereto and shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name in letters not less than four (4) inches in height and shall be individually numbered. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition.

- (6) Annual Clean-Up Events and Landfill Use: CONTRACTOR shall plan two bulky item and brush clean-up events each calendar year. They will be in the second week of April and the second week of October. CONTRACTOR shall provide eight (8) free roll offs per event at a location specified by the CITY. Each residential unit is also entitled to one (1) free landfill trip at the IESI Fort Worth C&D Landfill.
- (7) Large Objects/Large Quantity: The CONTRACTOR agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a residential customer, CONTRACTOR agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual Contract between CONTRACTOR and residential customer, the CONTRACTOR shall perform the service. The agreed upon fee for the service shall be paid by the residential customer immediately upon completion of the work performed. (See Section "6.E." for more information.)
- (8) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Sundays. Collections may be made on designated holidays that do not fall on a Sunday, but will not be required. (See Section "6. L." for more information about holidays).
- (9) Residential Recycling Containers: CONTRACTOR shall provide a drop off location for Recyclable Materials. Such container shall be located at the IESI Fort Worth C&D Landfill and accessible to residential customers during normal landfill operating hours.
- (10) Routes and Schedules: CONTRACTOR agrees to establish daily routes and special schedules for the collection of Acceptable Waste as necessary to fulfill the requirements of this Contract. Further, CONTRACTOR will utilize written route books for use in the collection of Acceptable Waste from all residential customers. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

(11) Christmas Tree Pick up: See Section 6.D.

(12) Recycling Education: CONTRACTOR shall continue an ongoing public education program to encourage citizen participation in recycling including but not limited to informational flyers or brochures (with a detailed description of recycling program). CONTRACTOR shall also report to the City Council of CITY one (1) time annually to appraise the City Council on educational programs and participation in recycling.

C. Residential Charges

(1) Customer Billing: CITY agrees to bill all residential customers served by CONTRACTOR. CITY further agrees to collect and remit all sales taxes to the appropriate governmental authority and shall issue to CONTRACTOR a Resale Certification.

(2) CONTRACTOR agrees to provide, at no cost to the residential customer or the CITY, collection of Acceptable Waste from up to twenty-eight (28) residential units inhabited by Senior Citizens meeting the CITY's eligibility requirements. The CITY shall furnish CONTRACTOR the names and addresses of the qualifying Senior Citizens.

(3) Payment to CONTRACTOR: CITY agrees to pay to CONTRACTOR on or before the 15th day of each month following the services provided. Example - Service begins November 1st with the first payment due on or before December 15th and each month thereafter. The appropriate charges as herein provided:

- a. Residential Acceptable Waste Charges: For the Contract granted herein, CONTRACTOR agrees to pay a franchise fee to the CITY in an amount equal to 6% of the gross billings (excluding all appropriate sales taxes) from the collection of Acceptable Waste within the corporate limits of the CITY and 4% of the gross billings for billing and collection fee, for a total of 10%. CITY shall remit to the CONTRACTOR its check in the amount of 90% of all amounts billed for residential garbage and recycling service for Acceptable Waste. The 10% not remitted for residential billings shall become the property of the CITY.

Any billing that the CITY may do for the Acceptable Waste collection service to residential customers outside the CITY limits of Kennedale, CONTRACTOR agrees that the CITY shall retain 10% for the collection.

- (4) Residential Acceptable Waste: CITY and CONTRACTOR agree that the MONTHLY CUSTOMER SERVICE CHARGE for residential customers shall be as described on ATTACHMENT "A".
- (5) Residential Recycling: CITY and CONTRACTOR agree that the curbside residential recycling monthly service charge may be implemented during the term of this Contract upon service being initiated.
- (6) Rate Adjustments: No rate adjustment will be made in the first year of the contract (February 1, 2008 – January 31, 2009). Beginning February 1, 2009 rates may be adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) for the Dallas-Fort Worth Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. The measured increase will span a twelve month period (beginning August 1 and ending July 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before January 15th of the numbered year, beginning January 15, 2009.
- (7) In addition to the above CPI adjustment, the CITY may consider a discretionary rate adjustment to offset unusual changes in CONTRACTOR'S cost of operations due to, or directly resulting from, increased fuel costs, ad valorem taxes, governmental fees, landfill costs, or regulations or revised federal, state or local laws, ordinances or regulations. CONTRACTOR may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact in providing the services described in this Consolidated Contract as they relate directly to the CITY. The City Council shall have authority, in its sole discretion, to determine the validity of any such request for a change in rates. The CITY shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the CITY fails or refuses to consent to any such requested rate increase and the CONTRACTOR can demonstrate that such rate increase is necessary to offset the CONTRACTOR'S increased costs in connection with performing the services under this Agreement, the CONTRACTOR may, in its sole discretion, terminate this Agreement upon one hundred eighty (180) days written notice to the CITY.

Other than the foregoing, no other rate adjustments shall be considered by the CITY.

5. Commercial, Industrial, and Multi-Family/Apartment

A. **Duties and Obligations of Commercial, Industrial, and Multi-Family/Apartment Customers:** Every owner, agent, employee or person otherwise in charge of any commercial, industrial, or multi-family/apartment premises within the CITY ("commercial customer") shall have the following duties and obligations:

- (1) **Containers Secured:** Each commercial customer shall keep all commercial containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.
- (2) **Draining Liquids:** Each commercial customer shall drain all Acceptable Waste or Recyclable Materials mixed with water or other liquids before placing same into a commercial container, and, further, no commercial customer shall place for collection, or permit to be placed for collection, any Hazardous Waste or Special Waste.
- (3) **Sufficient Containers:** Each commercial customer shall be provided by CONTRACTOR containers sufficient in number to hold the Acceptable Waste or Recyclable Materials accumulating on the premises.
- (4) **Waste and Materials in Containers:** Each commercial customer shall cause all Acceptable Waste or Recyclable Materials accumulating on such premises to be placed in commercial containers. Commercial customers shall place said containers in a certain designated location which is agreed to by CONTRACTOR and customer, bearing such commercial customer's address for collection at the same time and in the same manner as is provided for residential refuse collection. The location of the commercial customer's container shall be placed such that no damage results to the pavement or asphalt surfaces. CONTRACTOR shall not be liable for damages to pavement or asphalt surfaces which result from the container being placed in such location.

B. **Contractor's Duties and Obligations – Commercial, Industrial, and Multi-Family/Apartment:** It shall be the duty and obligation of CONTRACTOR to perform the following services:

- (1) **Containers:** CONTRACTOR shall provide all commercial containers for Acceptable Waste or Recyclable Materials storage which are available upon request of the owner or occupant of any premises within the corporate limits of CITY, excluding single family and two family residences. The commercial containers provided by CONTRACTOR shall be (i) equipped with suitable covers to prevent blowing or scattering of Acceptable Waste or Recyclable Materials while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and

in a sanitary condition, and (iii) clearly marked with the CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height, and (iv) emptied not less than one time each week.

- (2) Customer Service Number: CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. weekdays and Saturday 8:00 a.m. to 3:00 p.m. every day except Sunday and the holidays set forth in Section "6K" herein, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR.
- (3) Equipment Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste or Recyclable Materials from premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste or debris.
- (4) Large Objects/Large Quantity: The CONTRACTOR agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a customer, CONTRACTOR agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual Contract between CONTRACTOR and customer, the CONTRACTOR shall perform the service. The agreed upon fee for the service shall be paid by the customer immediately upon completion of the work performed.
- (5) Lawful Disposal: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or properties adjacent thereto and shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name in letters not less than four (4) inches in height and shall be individually numbered. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition.

- (6) **Non-Collection Days:** CONTRACTOR agrees that no collections will be made on Sundays. Collections may be made on designated holidays that do not fall on a Sunday, but shall not be required.
- (7) **Routes and Schedules:** CONTRACTOR agrees to establish daily routes and special schedules for the collection of Acceptable Waste as necessary to fulfill the requirements of this Contract. Further, CONTRACTOR will utilize written route books for use in the collection of Acceptable Waste from all commercial customers. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

C. Commercial, Industrial, and Multi-Family/Apartment Charges

- (1) **Commercial, Industrial, and Multi-Family/Apartments Acceptable Waste:** CITY and CONTRACTOR agree that the commercial/industrial/multi-family/apartments monthly service charges shall be provided in ATTACHMENT "A", which is attached hereto and incorporated herein by reference.
- (2) **Commercial Recycling Charges:** The service charge for commercial recycling shall be as specified in ATTACHMENT "A".
- (3) **Customer Billing:** CONTRACTOR agrees to bill all commercial customers served by CONTRACTOR. CONTRACTOR further agrees to collect and remit all sales taxes to the appropriate governmental authority.
- (4) **Payment to CITY:** CONTRACTOR agrees to pay to CITY on or before the 15th day of each month the appropriate charges as herein provided:
 - a. **Commercial, Industrial and Multi-Family/Apartments Acceptable Waste Charges and Commercial, Industrial and Multi-Family/Apartments Recycling Charges:** For the Contract granted herein, CONTRACTOR agrees to pay a franchise fee to the CITY in an amount equal to 10% of the gross billings(excluding all appropriate sales taxes) from the collection of Acceptable Waste and Recyclable Materials within the corporate limits of the CITY. CONTRACTOR shall remit to the CITY a check in the amount of 10% of all amounts billed for commercial/industrial Acceptable Waste and recyclables collected.
- (5) **Rate Adjustments:** No rate adjustment will be made in the first year of the contract (February 1, 2008 – January 31, 2009). Beginning February 1,

2009 rates may be adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) for the Dallas-Fort Worth Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. The measured increase will span a twelve month period (beginning August 1 and ending July 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before January 15th of the numbered year, beginning January 15, 2009.

- (6) In addition to the above CPI adjustment, the CITY may consider a discretionary rate adjustment to offset unusual changes in CONTRACTOR'S cost of operations due to, or directly resulting from, increased fuel costs, ad valorem taxes, governmental fees, landfill costs, or regulations or revised federal, state or local laws, ordinances or regulations. CONTRACTOR may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact in providing the services described in this Consolidated Contract as they relate directly to the CITY. The City Council shall have authority, in its sole discretion, to determine the validity of any such request for a change in rates. The CITY shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the CITY fails or refuses to consent to any such requested rate increase and the CONTRACTOR can demonstrate that such rate increase is necessary to offset the CONTRACTOR'S increased costs in connection with performing the services under this Agreement, the CONTRACTOR may, in its sole discretion, terminate this Agreement upon one hundred eighty (180) days written notice to the CITY.

Other than the foregoing, no other rate adjustments shall be considered by the CITY.

6. Miscellaneous

- A. Assignment of Contract: This Contract and any and all rights and obligations of CONTRACTOR hereunder may be assigned by CONTRACTOR to any parent company, affiliate, or subsidiary of CONTRACTOR without the consent of CITY, but may not be assigned to any other third party without the prior written consent of the CITY'S City Council.
- B. Applicable Law: CITY and CONTRACTOR (and customers) shall comply with all rules and regulations of any federal, state or local authority. In this regard, CONTRACTOR shall not be required to collect and dispose of any Hazardous

Wastes, or any other Unacceptable Waste. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall receive a fee or charge mutually acceptable to CONTRACTOR and the party requesting disposal of such materials. CONTRACTOR further agrees to comply with all applicable state and federal laws regulating collection and disposal of waste.

C. **Bad Debt Collections and Write-Offs:** The CITY will diligently pursue the collection of bad debts, and those which are deemed uncollectible after 90 days, will be written off annually by the CITY. Write-offs will be adjusted (deducted) from CONTRACTOR'S monthly payment following the date of the write-offs. Although write-offs will be made, CITY will continue to pursue collection and any bad debts collected after any quarterly payment adjustment will be added to the next monthly payment to the CONTRACTOR.

D. **Christmas Tree Recycling:** CONTRACTOR shall collect Christmas Trees when placed at curbside two times during December 26 through January 9 each year during the term of the Contract. Christmas Trees do not have to be cut or bound in any way and shall be picked-up whole.

E. **CITY Liaison:** CONTRACTOR and CITY agree that the City Manager will be the authority for the approval of charges for any service not contemplated by this Contract and for the disposition of any dispute between customer and CONTRACTOR. The CITY may designate a CITY employee to act as an enforcement officer hereunder and to act as a liaison between the CITY and CONTRACTOR.

F. **Contract Execution:** This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

G. **Contract Validity:** If any provision or portion of this Contract is for any reason unenforceable, inapplicable, or invalidated then such provision or portion shall be reformed in accordance with applicable laws and the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable, inapplicable or invalidated provision had never been contained herein. The invalidity, inapplicability, or unenforceability of any provision or portion of this Contract shall not affect the validity, applicability or enforceability of the other provisions or portions of this Contract.

H. **INDEMNIFICATION:** CONTRACTOR covenants and agrees to fully indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses (including attorney's fees) for property damage or loss, and/or personal injury, including death, to any and all Persons, of whatsoever kind or character, whether real or asserted, caused by any acts or omissions of CONTRACTOR in the performance, attempted

performance or non-performance of the work and services described hereunder including operations of subcontractors, if any, and the acts or omissions of employees or agents of CONTRACTOR. CONTRACTOR shall likewise assume all responsibility and liability for, and shall indemnify and hold harmless the CITY for any and all injury or damage to CITY property caused by all acts or omissions of CONTRACTOR, its officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees, including attorney's fees expended by the CITY in any suit or claim against CONTRACTOR for same. However, CONTRACTOR shall not be liable for any legal proceeding, claims, demands, damages, costs, expenses and attorneys' fees caused by any acts or omissions of the CITY, its agents, directors, employees, officers and servants. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- I. Contractor Insurance: CONTRACTOR shall not commence work under this Contract until Contractor has obtained all the insurance listed below and certificates evidencing such coverage are received by the CITY. Contractor shall include the coverage of all subcontractors in any insurance policy it carries. The CITY also shall be named as an additional insured on each policy required hereunder.

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence; \$1,000,000 in the aggregate
Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$1,000,000 in the aggregate
Automobile Bodily Injury Liability	\$ 1,000,000 per person; \$2,000,000 per occurrence
Automobile Property Damage Liability	\$2,000,000 per occurrence
Excess Umbrella Liability	\$5,000,000 per occurrence

- (1) Local Agent for Insurance and Bonding: The insurance and bonding companies with whom CONTRACTOR's insurance are written shall be authorized to do business in the State of Texas. Each agent shall be a duly qualified Person, upon whom service of process may be had, and must

have authority and power to act on behalf of the insurance to negotiate and settle with the CITY, or any other claimant, any claims that the CITY or other claimant, or any property owner who has been damaged, may have against CONTRACTOR or its insurance company. If the local insurance representative is not so empowered by the insurance, then such authority must be vested in a local agent or claims officer residing in the Fort Worth-Dallas metropolitan area. The name of the agent or agents shall be set forth on all such bonds and certificates of insurance. CONTRACTOR shall keep the required insurance in full force and effect at all times during the term of this Contract, and any renewals thereof. Contractor shall furnish to the CITY a certificate of insurance, evidencing that CONTRACTOR has obtained the required insurance coverage. All policies shall provide that they may not be changed or cancelled by the insurer in less than five (5) days after the CITY has received written notice of such change or cancellation.

J. Performance Bond: CONTRACTOR agrees that upon the execution of this Contract and before beginning work, it shall execute and deliver to CITY a good and sufficient surety bond in a form acceptable to the CITY, to secure the faithful performance of the terms and conditions herein. The bond shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), and the surety shall be a surety company duly authorized to do business in the State of Texas and approved by the CITY.

K. Free Service to CITY: CONTRACTOR shall provide free pickup and disposal for all CITY facilities in manners specified by the CITY. The CITY shall also have free dumping privileges during the term of this Contract at the nearest landfill or transfer station used by the CONTRACTOR. Free dumping is interpreted as meaning no charge or cost assessed to CITY vehicles and limited to 300 cubic yards per year.

L. Holidays/Make-Up Days: CITY and CONTRACTOR agree that the following days shall be recognized as holidays:

New Years Day
Thanksgiving Day
Christmas Day

The CONTRACTOR will collect all Acceptable Waste the next regular scheduled collection day following the holiday, except Sunday, so that each customer receives a minimum of one collection day during any given week which has a holiday on a regular scheduled collection day.

M. Interruption in Service: In the event that the collection and disposal of Acceptable Waste or Recyclable Materials should be interrupted by any reasons other than a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act

of God, changes in laws, statutes, regulations or ordinances or other similar or different contingency beyond the reasonable control of the CONTRACTOR for more than forty-eight (48) hours, CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide and protect the public health and safety. If such interruption in service continues for a period of seventy-two (72) hours then the CITY shall have the right to terminate the rights and privileges granted in this franchise.

- N. Investigations and Public Hearings: The City Council shall have full power to examine or cause to be examined at any time, and at all times, the books, papers and records of CONTRACTOR with relation to the operation of the services set forth herein. In this connection, the CITY shall have the right, through its Council, to take testimony and compel the attendance of witnesses or the production of books, papers and records and to examine witnesses under oath and under such rules and regulations as it may adopt.
- O. Judicial Interpretation: CITY and CONTRACTOR agree that if any term or provision of this Contract is submitted to a court for judicial interpretation that such court shall not apply the presumption which results from the rule of construction that a document or its contents is to be construed against the person who himself or through his agent prepared the same.
- P. Non-Collection: Should a dispute arise between the CITY, CONTRACTOR, and/or a customer as to whether the CONTRACTOR actually failed to make a collection (whether the CONTRACTOR missed a pickup) the decision of the City Manager in such matter shall be final and CITY and CONTRACTOR agree to abide by said decision. However, it is understood and agreed by and between CITY and CONTRACTOR that if any customer fails to timely place brush, permanent containers, disposable containers, Recyclable Materials or commercial containers out, maintains improper or inadequate containers for the nature, volume, or weight of Acceptable Waste or Recyclable Materials to be removed from the premises, or places improper bundles or volumes of Acceptable Waste or Recyclable Materials for collection, CONTRACTOR may refrain from collecting all or a portion of such Acceptable Waste or Recyclable Materials and shall notify CITY of the reason for such non-collection. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the brush or containers out for collection). Contractor's notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial business, and shall indicate the nature of the violation and the correction required in order that such waste or recycling materials may then be collected at the next regular collection date. When CITY is notified by a customer that Acceptable Waste or Recyclable Materials have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, CITY shall

investigate. If the investigation disclosed that CONTRACTOR has failed to collect Acceptable Waste or Recyclable Materials from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after a collection order is issued by CITY, at no additional charge.

- Q. Records and Reports: The CITY shall have access at all reasonable hours to all CONTRACTOR'S records, customer service cards, and all papers relating to the operation of the services set forth herein. CITY shall have the right to audit CONTRACTOR'S records upon giving written notice.

The following records and reports shall be filed semi-annually (May and November) by the fifteenth (15th) day with the City Manager:

- (1) CONTRACTOR will provide an annual report on cubic yards of garbage deposited at the landfill from CITY. The report will include a breakdown of how much is from residential customers, commercial/industrial customers, CITY facilities, and landfill days.
- (2) Reports of the results of all complaints and investigations received and completed by the CONTRACTOR.
- (3) A listing of all commercial accounts served. This list shall include customers name, address, frequency of pickup, size of container or type of service and charges for same.

- R. Revocation: In the event of an alleged breach by CONTRACTOR of any of the terms, covenants, or conditions herein contained, CITY shall notify CONTRACTOR of such alleged breach and if same is not cured within fifteen (15) days from such notice, CITY may, upon a determination (at a hearing as described herein) that a breach has occurred, cancel and revoke this Contract. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to the CONTRACTOR at the address shown on the records of the CITY, and a period of at least ten (10) days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for revocation or cancellation of the Contract. The hearing shall be conducted in public by the CITY'S City Council and the CONTRACTOR shall be allowed to be present and shall be given full opportunity to answer such charges and allegations as are set out against it in the notice. If, after the hearing is concluded, the City Council shall determine that a breach of the terms, covenants or conditions of the Contract, as set forth in the notice, has occurred, they may revoke and cancel this Contract and the same shall be null and void. This Contract may, at the option of the CITY, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by the CONTRACTOR.

- S. Spillage: CONTRACTOR will not be required to clean up or collect loose residential Acceptable Waste or Recyclable Materials not created by its operation, but if same is not collected by CONTRACTOR, CONTRACTOR shall report the location of such conditions to CITY so that proper notice can be given to the occupant of the residence to properly contain such waste or materials. Spillage or excess Acceptable Waste or Recyclable Materials at the location of commercial containers may be picked up by CONTRACTOR after the customer reloads the commercial container. CONTRACTOR shall then be entitled to, and shall receive, an extra collection charge for each reloaded container requiring an extra collection provided CONTRACTOR notifies CITY of such extra charge. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of such customer's Acceptable Waste or Recyclable Materials or require the customer to utilize a commercial container with a larger capacity and CONTRACTOR shall be compensated for such additional services as provided in ATTACHMENT "A".
- T. Due Care. The CONTRACTOR shall exercise due care and caution in providing the Services so that the CITY'S public and private property, including streets and parking areas, will be protected and preserved.
- U. Personnel and Performance Standards. The CONTRACTOR shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The CONTRACTOR, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Contract and any extension thereof, the CONTRACTOR shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.
- V. Governing Law. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Contract, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses

of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

- W. Force Majeure The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Contract will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

IESI TX CORPORATION

By: Jeff Peckham

Name: Jeff Peckham

Title: Vice-President

CITY OF KENNEDALE

By: Bob Hart

Name: Bob Hart

Title: City Manager



By: Katrina Turner

City Secretary



IESI TX CORPORATION

4091 Old Denton Rd, Haltom City, Texas 76117

Contact: Bob Kneis; District Manager

Phone: (817) 222-2221

City of Kennedale (Option 2) RATE SHEET

Effective: 2/1/2008

RESIDENTIAL CURBSIDE COLLECTION:	\$8.08	per month
RESIDENTIAL CURBSIDE COLLECTION WITH RECYCLING:	\$10.51	per month
COMMERCIAL HAND COLLECT:	\$18.00	1X per week (includes 96 gallon cart)
	\$25.00	2X per week (includes 96 gallon cart)

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	66.02	99.60	135.68	188.08	270.67	362.26	24.47
3 Cubic Yd	70.33	112.59	150.47	190.75	278.94	378.06	33.65
4 Cubic Yd	92.85	138.36	210.45	275.95	342.94	401.43	42.83
6 Cubic Yd	117.76	186.89	251.79	330.39	418.75	477.49	48.93
8 Cubic Yd	140.34	233.91	324.59	422.16	478.65	520.90	55.05

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE
8 Cubic Yd	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE

Containers w/ Casters \$ 35.00 per month

Containers w/ Locks or Gates \$ 8.00 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				ROLL OFF COMPACTORS			
	HAUL	LF Fee	DELIVERY	DAILY RENT	HAUL	RENTAL	WASH-OUT	DRY-RUNS
20 Cubic Yd	235.50	\$25 per ton	85.00	4.25	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	70.00
30 Cubic Yd	235.50	\$25 per ton	85.00	4.25	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	70.00
40 Cubic Yd	235.50	\$25 per ton	85.00	4.25	NEGOTIABLE	NEGOTIABLE	NEGOTIABLE	70.00

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 10.0%

* All rates are inclusive of all franchise and billing fees



IESI TX CORPORATION

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Bob Knets; District Manager

Phone: (817) 222-2221

City of KENNEDALE RATE SHEET

Effective: 4/1/2010

RESIDENTIAL CURBSIDE COLLECTION:	\$8.60	per month
CURBSIDE RECYCLING:	-	per month (NON-MANDATORY)
COMMERCIAL HAND COLLECT:	\$19.14	1X per week (includes 96 gallon cart)
	\$28.60	2X per week (includes 96 gallon cart)

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	70.23	105.84	144.92	200.87	267.81	385.34	26.03
3 Cubic Yd	74.81	119.77	160.08	202.81	298.71	402.15	35.80
4 Cubic Yd	99.78	147.17	223.88	293.58	364.79	427.01	45.56
6 Cubic Yd	125.26	198.79	267.83	351.43	445.43	507.80	52.05
8 Cubic Yd	149.28	248.81	345.27	449.06	508.15	554.09	53.58

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd						
8 Cubic Yd						

Containers w/ Casters:	\$ 37.23 per month
Containers w/ Locks or Gates	\$ 8.51 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				DRY-RUNS
	HAUL	DELIVERY	DAILY RENT	TONNAGE	
20 Cubic Yd	250.55	90.42	4.52	26.59	74.46
30 Cubic Yd	250.55	90.42	4.52	26.59	74.46
40 Cubic Yd	250.55	90.42	4.52	26.59	74.46

Franchise and Billing Fees:

Residential:	10.0%
Commercial:	10.0%

* All rates are inclusive of all franchise and billing fees

USAGE AGREEMENT

This Usage Agreement ("Agreement") is made and entered into as of February 1, 2008 (the "Effective Date") between IESI TX Corporation, a Texas corporation ("IESI"), and the City of Kennedale, Texas, a Texas municipality (the "City").

RECITALS:

WHEREAS, IESI owns and operates a Type IV solid waste landfill facility known as "Fort Worth C & D Landfill" located in the City (the "Landfill"); and

WHEREAS, the City desires to grant full and unrestricted access to IESI, and its customers, contractors, subsidiaries and affiliates, to travel upon and transport waste to and from the Landfill using Business Highway 287 and both the north and south approaches on Dick Price Road on the terms and conditions contained herein;

AGREEMENT:

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

1. Right of Usage. The City hereby grants full and unrestricted access to IESI, and its customers, contractors, subsidiaries and affiliates, to travel upon and transport waste to and from the Landfill on Business Highway 287 and both the north and south approaches on Dick Price Road.

2. Royalty. In consideration of the right of usage described in Section 1 above and for as long as such right of usage exists and the landfill remains open, IESI hereby agrees to pay the City a royalty of \$0.25 per ton of waste accepted by IESI for disposal at the Landfill on or after the Effective Date. Payments of royalty for each month shall be due and payable to the City on the 15th day of the following month. Simultaneously with making any payment of royalty hereunder, IESI shall deliver to the City a statement setting forth the amount of all waste accepted for disposal at the Landfill during the applicable month for which such payment is made and IESI's calculation of such payment. It is understood and agreed that in the event any other municipality or governmental agency or authority shall claim any power, authority or jurisdiction to restrict the right of usage granted herein or to claim all or any portion of the royalty granted herein to the City, IESI shall have the right to immediately terminate this Agreement.

The royalty fee provided above shall be subject to annual adjustments. Beginning February 1, 2009 the royalty will be adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) for the Dallas-Fort Worth Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. The measured increase will span a twelve month period (beginning August 1 and ending July 31) immediately preceding the rate adjustment date.

3. Release of Liability. Notwithstanding anything to the contrary contained herein, IESI shall not be liable to the City or any other party for ordinary wear and tear caused to the City's roadway system, including Business Highway 287 or Dick Price Road, resulting from IESI or any of its customers, contractors, subsidiaries and affiliates use of the access to the Landfill.

4. Compliance with applicable law. IESI hereby agrees to comply with all applicable federal, state, and local law in connection with this Agreement.

5. INDEMNIFICATION. IESI COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) FOR PROPERTY DAMAGE OR LOSS, AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, CAUSED BY THE NEGLIGENT USE OF OR NEGLIGENT OPERATION OF VEHICLES ON BUSINESS HIGHWAY 287 AND DICK PRICE ROAD BY IESI, ITS SUBSIDIARIES AND AFFILIATES PURSUANT TO THIS AGREEMENT.

6. Applicable Law; Venue. This Agreement will be deemed to be a contract made under the laws of the State of Texas, and for all purposes will be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to principles of conflict of laws thereof. The parties agree that venue in any suit, action or proceeding arising out of or relating to this Agreement shall be in Tarrant County, Texas.

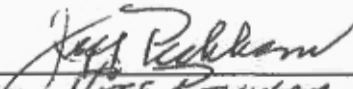
7. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

8. Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no collateral or contemporaneous agreements other than as expressly set forth or referred to in this Agreement. This Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by the parties hereto relating to the matters contemplated hereby.

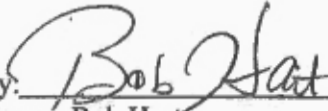
9. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

IESI TX CORPORATION,
a Texas corporation

By: 
Name: JEFF BECKHAM
Title: Vice-President

THE CITY OF KENNEDALE, TEXAS

By: 
Name: Bob Hart
Title: City Manager

AMENDMENT AND RENEWAL AGREEMENT

This Amendment and Renewal Agreement (the "Amendment") is entered into this 3 day of OCTOBER, 2012 by and between Progressive Waste Solutions of TX, Inc. (the "Contractor") and the City of Kennedale, Texas (the "City").

RECITALS:

WHEREAS, the City and IESI TX Corporation entered into a Consolidated Contract for Residential and Commercial Solid Waste & Recycle Collection dated as of November 1, 2007 (the "Contract");

WHEREAS, on June 20, 2012 IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the Contract between the Contractor and the City is to terminate as of January 31, 2013; and

WHEREAS, the Contractor and the City mutually desire to amend and renew the Contract as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. Pursuant to Section 2 of the Contract, the term of the Contract is hereby extended for an additional five (5) year period beginning on February 1, 2013 thereby extending the termination date of the Contract to January 31, 2018.

2. Definitions. The following definition is hereby added to Section 3 of the Contract:

"Contract Year": A one year period beginning on February 1 and ending on January 31."

3. Annual Donation. The following is hereby added to the Contract as Section 4.B.(13):

"Keep Kennedale Beautiful": During each Contract Year of the Contract, beginning February 1, 2013, the Contractor shall donate \$2,000.00 to the City to assist the City in keeping Kennedale beautiful."

4. Attachment A. Attachment A of the contract is hereby deleted in its entirety and replaced with the attached Attachment A.
5. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Contract, as amended by this Amendment.
6. Entire Agreement. The Contract together with this Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof.
7. Counterparts: Facsimile Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CITY OF KENNEDALE, TEXAS

405 Municipal Drive
Kennedale, TX 76060

By: Bob Hart

Name: Bob Hart

Title: City Manager

**PROGRESSIVE WASTE
SOLUTIONS OF TX, INC.**

2301 Eagle Pkwy, Ste. 200
Fort Worth, TX 76177

By: John Gustafson

John Gustafson, Vice President



ATTACHMENT "A"

PROGRESSIVE WASTE SOLUTIONS OF TX, INC.

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Bob Knels; District Manager

Phone: (817) 222-2221

City of Kennedale RATE SHEET

Effective: 4/1/2010

RESIDENTIAL CURBSIDE COLLECTION:	\$8.60	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	\$19.14	1X per week (Includes 96 gallon cart), per month, per commercial premise
	\$26.60	2X per week (Includes 96 gallon cart), per month, per commercial premise

MONTHLY COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						(Charge Per Additional Lift)
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$70.23	\$105.94	\$144.32	\$200.07	\$287.91	\$385.34	\$26.03
3 Cubic Yd	\$74.81	\$119.77	\$160.06	\$202.91	\$296.71	\$402.15	\$35.80
4 Cubic Yd	\$98.76	\$147.17	\$223.86	\$293.56	\$364.79	\$427.01	\$45.56
6 Cubic Yd	\$125.26	\$198.79	\$267.83	\$351.43	\$445.43	\$507.90	\$52.05
8 Cubic Yd	\$149.28	\$248.81	\$345.27	\$449.06	\$509.15	\$554.09	\$58.56

MONTHLY FRONT LOAD COMPACTOR RATES (Negotiable)

(Charge Per Additional Lift)

6 Cubic Yd							
8 Cubic Yd							

Containers w/ Casters	\$37.23 per month
Containers w/ Locks or Gates	\$8.51 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	\$250.55	\$90.42	\$4.52	\$26.59 per ton	\$74.46
30 Cubic Yd	\$250.55	\$90.42	\$4.52	\$26.59 per ton	\$74.46
40 Cubic Yd	\$250.55	\$90.42	\$4.52	\$26.59 per ton	\$74.46

Franchise and Billing Fees:

Residential:	10.0%
Commercial:	10.0%

* All rates are inclusive of all franchise and billing fees

SECOND AMENDMENT TO CONTRACT

This **Second Amendment to Contract** (the "Second Amendment") is entered into as of the 14th day of May, 2015 to be retroactively effective as of April 1, 2015, by and between the City of Kennedale, Texas, a municipal corporation of Tarrant County, Texas (the "City") and Progressive Waste Solutions of TX, Inc., a Texas corporation (the "Contractor").

RECITALS:

WHEREAS, the City and IESI TX Corporation entered into a Consolidated Contract for Residential and Commercial Solid Waste and Recycle Collection dated as of November 1, 2007 (the "Agreement"); and

WHEREAS, the City and IESI TX Corporation entered into an Amendment to Contract with an effective date of March 1, 2011 (the "First Amendment", with the Agreement, collectively referred to as the "Contract");

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.; and

WHEREAS, the City and Contractor desire to amend and extend the Contract as more fully described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Contract, the City and Contractor hereby agree as follows:

1. Term. The parties hereby agree to amend Section 2 of the Contract by extending the termination date of the Contract to January 31, 2020. This Agreement may be renewed for two (2) successive terms of five (5) years by mutual consent of the parties hereto.

2. Recycling Container. The definition of "Recycling Container" in Section 3.P. of the Contract is hereby deleted in its entirety and replaced with the following:

"Recycling Container: A container with at least sixty-five (65) gallons of capacity that is provided by the Contractor for each residential customer to utilize for the collection of Recyclable Materials."

3. Duties and Obligations of Single-Family Residential Unit. The following sentence is hereby added to Section 4.A(10) of the Contract:

"Each residential customer shall place all Recyclable Materials in its designated Recycling Container."

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the 14th day of May, 2015.

PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.

By: _____

Amy J. Hochberger, Asst. Secretary

CITY OF KENNEDALE, TEXAS

By: _____

Name: Brian Johnson

Title: Mayor

ATTEST:

By: _____

Name: Leslie Galloway

Title: City Secretary





Progressive Waste Solutions of TX, Inc.

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

City of KENNEDALE RATE SHEET

Effective: July 2014 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$8.89	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	\$3.60	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	\$19.78	per month, per Commercial Hand Collect Unit
	\$27.50	per month, per Commercial Hand Collect Unit

started April 2015

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	72.60	109.52	149.19	206.82	297.63	398.34	26.91
3 Cubic Yd	77.34	123.82	165.46	209.76	306.73	415.73	37.01
4 Cubic Yd	102.09	152.13	231.41	303.47	377.10	441.42	47.10
6 Cubic Yd	129.49	205.50	276.87	363.30	460.47	525.05	53.81
8 Cubic Yd	154.32	257.21	356.92	464.21	526.34	572.79	60.54

Residential is billed thru the City

Commercial we bill-Co
004 Srv Area is KND

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd							
8 Cubic Yd							

Containers w/ Casters \$ 38.49 per month

Containers w/ Locks or Gates \$ 8.79 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				DRY-RUNS		
	HAUL	DELIVERY	DAILY RENT	TONNAGE			
20 Cubic Yd	259.01	93.47	4.68	27.49			76.97
30 Cubic Yd	259.01	93.47	4.68	27.49			76.97
40 Cubic Yd	259.01	93.47	4.68	27.49			76.97

Roll Off we bill-Co 0004
Srv Area is KND

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 10.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

THIRD AMENDMENT TO CONTRACT

This **Third Amendment to Contract** (the "Third Amendment") is entered into effective June 1, 2017, by and between the City of Kennedale, Texas, a municipal corporation of Tarrant County, Texas (the "City") and Waste Connections, Inc., a Texas corporation (the "Contractor").

RECITALS:

WHEREAS, the City and IESI TX Corporation entered into a Consolidated Contract for Residential and Commercial Solid Waste and Recycle Collection dated as of November 1, 2007 (the "Original Contract"); and

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.; and

WHEREAS, the City and Progressive Waste Solutions of TX, Inc. entered into an Amendment to Contract with an effective date of October 3, 2012 (the "First Amendment") and a Second Amendment to Contract with an effective date of April 1, 2015 (the "Second Amendment") (with the Original Contract, the First Amendment and Second Amendment collectively referred to as the "Contract"); and

WHEREAS, on June 1, 2016, Progressive Waste Solutions Ltd. and Waste Connections, Inc. completed a merger transaction and now operate under the name Waste Connections, Inc.; and

WHEREAS, the City and the Contractor desire to amend the Contract, as more fully described herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Contract, the City and the Contractor hereby agree as follows:

1. Rate Sheet. The Rate Sheet attached to the Contract is hereby deleted in its entirety and replaced with the Rate Sheet attached hereto as Exhibit "A."
2. Reaffirmation. The parties hereby restate and reaffirm their agreement with all of the terms and provisions of the Contract, as amended hereby.
3. Counterparts; Facsimile Signatures. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this amendment between the parties hereto, and it shall not be necessary for the proof of this amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

CITY OF KENNEDALE, TEXAS

405 Municipal Drive
Kennedale, TX 76060

By: _____
Name: _____
Title: _____

WASTE CONNECTIONS, INC.

4001 Old Denton Rd.
Haltom City, TX 76117

By: _____
Name: _____
Title: _____



WASTE CONNECTIONS, INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

City of KENNEDALE RATE SHEET

Effective: June 2017 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$9.15	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING:	\$3.67	per month, per Single-Family Residential Unit
COMMERCIAL HAND COLLECT:	\$20.37	per month, per Commercial Hand Collect Unit
	\$28.33	per month, per Commercial Hand Collect Unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	74.78	112.81	153.67	213.02	306.56	410.29	27.72
3 Cubic Yd	79.66	127.53	170.42	216.05	315.93	428.20	38.12
4 Cubic Yd	105.15	156.69	238.35	312.57	388.41	454.66	48.51
6 Cubic Yd	133.37	211.67	285.18	374.20	474.28	540.80	55.42
8 Cubic Yd	158.95	264.93	367.63	478.14	542.13	589.97	62.36

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd						
8 Cubic Yd						

Containers w/ Casters \$ 39.64 per month

Containers w/ Locks or Gates \$ 9.05 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				DRY-RUNS	
	HAUL	DELIVERY	DAILY RENT	TONNAGE		
20 Cubic Yd	266.78	96.27	4.82	28.31		79.28
30 Cubic Yd	266.78	96.27	4.82	28.31		79.28
40 Cubic Yd	266.78	96.27	4.82	28.31		79.28

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 10.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

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

I. Subject:

Consider approval of amended interlocal agreement with Kennedale ISD for the provision of two School Resource Officers (SRO)

II. Originated by:

Tommy Williams, Police Chief

III. Summary:

Attached is an updated contract for School Resource Officers (SROs) for the Kennedale Independent School District (KISD). The SRO program began as a COPS grant in 2004. In 2007, when the grant had completed its funding cycle, the City assumed the cost of the program in conjunction with KISD. The salary, benefits, and equipment costs are shared equally between the City and the district.

KISD requested to update the contract this year since we were still operating under the 2007 agreement. The duties, assignments, and costs are unchanged. The one change is that the agreement may be terminated by either entity with 60 days' notice (rather than 30 days).

The City Attorney has reviewed and approved the contract.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

Staff recommends approval.

VIII. Attachments:

1.	HISTORICAL_SRO Interlocal Agreement w/KISD (2007)	Original SRO Interlocal Agreement (2007).pdf
2.	Final SRO Agreement 2018	Final SRO Agreement 2018.pdf

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER

This Agreement is made between the Kennedale Independent School District (District) and the City of Kennedale (City) for the purpose of establishing the terms under which the City will provide the District with a School Resource Officer (SRO). Pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Sections 791.001 *et seq.*, as amended, the parties to this Agreement have determined that the most economic and efficient manner to fulfill their obligations to the young people that reside in each jurisdiction and to the tax paying citizens of their jurisdiction is to enter into this cooperative Agreement between and among themselves and therefore have agreed and do hereby agree, as follows:

I. City Responsibilities

(a) School Resource Officers ("SROs")

- (1) **Officer provided.** The City agrees to assign one police officer to serve as SRO to the District campuses located within the Kennedale city limits. The SRO will be primarily assigned to the high school but will respond to requests from other school principals within the District.
- (2) **Functions.** The SROs shall have the following responsibilities:
 - (A) provide campus security;
 - (B) assist in limiting access to the school grounds to authorized persons;
 - (C) investigate criminal acts on school grounds;
 - (D) serve as liaison between the school, police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system;
 - (E) attempt to identify and counter deviant behavior, such as gang activity, through information gained from assistance to young people and performance of other responsibilities;
 - (F) as time permits, be available as a resource to teach, lead a discussion, or offer information on topics on which the officer has special competence due to law enforcement training; and
 - (G) take a pro-active role to provide a high visibility crime deterrent on school property in order to effectively promote security and order in the schools.

- (b) **Working conditions.** The City shall assign the SRO to work Monday through Friday, with a shift beginning 30 minutes before the start of the school day and ending 30 minutes after school is dismissed, with a 30-minute lunch break. Average number of hours worked each week will be no more than 40 hours. Authorization must be obtained in writing from the Kennedale Chief of Police prior to the SROs working in excess of 40 hours in any given week. Saturdays and Sundays are normal days off unless otherwise directed by the school principal. SROs observing school holidays in excess of City recognized holidays will use appropriate compensatory, vacation, or other approved forms of City leave.
- (c) **Unavailability.** In the event the SRO is absent from work, he is to notify both his supervisor at the Kennedale Police Department and the principal of the high school. The City agrees to assign an SRO alternate, provided an officer is available. The District agrees and acknowledges that the SRO may be required to leave the District campuses during school hours as necessary to fulfill the SRO's duties as a police officer. These duties include, but are not limited to, attending court, traveling to the detention center, and making arrests.
- (d) **Direction.** The SROs shall remain an employee of the city and shall be assigned by and responsible to the Kennedale Police Department, but shall work upon the request and under the direction of the school principal or his designee.
- (e) **Reassignment.** If a principal is not satisfied with the performance of the SRO assigned to the school, the principal may request in writing the transfer of the SRO, specifying the reason for the request. The Chief of Police for the Kennedale Police Department will then make a reasonable effort to replace the SRO.
- (f) **Training and equipment.** Each SRO shall wear a police uniform and carry a service weapon while on duty at the school. The City agrees to provide the SROs with office supplies and all forms required in the performance of his duties. The City shall provide law enforcement training and certification, a police vehicle, and other police equipment including communication equipment necessary to allow the SRO to communicate with the City police department and other officers. The District shall provide any equipment necessary to allow the SROs to communicate with school staff if desired by the District.
- (g) **Law enforcement.** The SRO shall take law enforcement action when necessary, but shall not be utilized as a school disciplinarian in the enforcement of District rules or policies. The SROs shall notify the school principal of all occurrences of crime on District campuses, and all custodial arrests or detentions of a student. The SRO shall notify the principal prior to removing a student from school. The SRO shall follow the guidelines of the Texas Penal Code, Education Code, the Code of Criminal Procedure, School District Policy and the Policies and Procedures of the Kennedale

Police Department regarding investigations, interviews, and searches relating to juveniles.

- (h) **Cooperation.** The City agrees to fully cooperate with the District in the implementation of this Agreement.

II. District Responsibilities

- (a) **Cooperation.** The District agrees to fully cooperate with the City in the implementation of this Agreement.
- (b) **Selection of SROs.** The Kennedale Police Department and the District staff will jointly select the SROs.
- (c) **Prompt payment.** The District shall remit funds to the City in a timely manner following receipt of a City invoice.
- (d) **Office Space.** The District agrees to provide the SRO with an office containing appropriate furnishings and a computer work station connected to the Kennedale Police Department Windows NT based Local Area Network.

III. Consideration

- (a) **Source of funding.** Each party paying for the performance of the services required by this Agreement shall make those payments from current revenues available to the paying party.
- (b) **Payments by District.** The District agrees to pay the City an amount equal to fifty percent (50%) of all personnel costs incurred by the City under this Agreement, including Base Pay, Salary Increases, Longevity Pay, Incentive Pay, Bilingual Pay, FLSA, Court Attendance Cost, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement. These payments shall be made to the City in four equal payments to be paid by the 20th day of each month following the completion of a calendar quarter.

In addition, the District shall share the cost of providing a marked police vehicle for each SRO, a portable police radio for instant communication, and uniforms, by paying the City a flat fee of six thousand dollars (\$6,000.00) for each School Resource Officer, which shall be paid by the 20th day following execution of this Agreement.

- (c) **Renegotiated annually.** The payments under this Agreement shall be renegotiated annually and changes shall be documented by letter agreement on or before August 1

of each year. If a letter agreement is executed, this Agreement shall be automatically renewed for successive one-year terms, provided, however, that any payment is subject to the District's budget appropriation of this purpose.

IV. Term

- (a) **Initial term.** The term of this Agreement is for a period of one year beginning on September 1, 2007, and ending on August 30, 2008.
- (b) **Additional terms.** This Agreement shall be automatically renewed for successive one-year terms unless in any year the parties are unable to agree on renegotiated compensation or one party notifies the other in writing of termination of at least 30 days before the expiration of the term.

V. Independent Contractor Relationship

The City shall perform its obligations under this Agreement as an independent contractor and not as an officer, agent, servant or employee of the District. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees. The doctrine of respondeat superior shall not apply as between City and the District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. It is expressly understood and agreed that no officer, member, agent, employee, subcontractor, licensee, or invitee of the District, or any program participant hereunder is in the paid service of City. It is also expressly understood that the police officers assigned to this program are employees of the City of Kennedale and will be paid by the City of Kennedale. The Kennedale Chief of Police may discipline, reassign, or dismiss the SRO based upon the City of Kennedale and Kennedale Police Department policies and procedures.

VI. Miscellaneous Provisions

- (a) **District property.** The City is not responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed, or damaged.
- (b) **Non-discrimination - age.** The District agrees that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

- (c) **Non-discrimination - other.** The District, in the performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color, disability, national origin, nor will the District permit its agents, employees, subcontractors or program participants to engage in such discriminations.
- (d) **Termination.** The District and the City agree that if either party to this Agreement fails to comply with or breaches any of the terms and provisions of this Agreement, the non-breaching party shall have the right to declare this Agreement immediately terminated, and the non-breaching party shall have no further responsibility or liability hereunder. Even without breach, this Agreement may be terminated by either party at its sole option and without prejudice by giving thirty (30) days written notice of termination to the other party
- (e) **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- (f) **Enforcement.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right conferred by this Agreement shall not be construed as a waiver or relinquishment of the party's right to assert or rely upon any term or right on any future occasion.
- (g) **Venue.** This Agreement is entered into and performable in Tarrant County, Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Should any claim or action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue shall lie in Tarrant County, Texas.
- (h) **Entire agreement.** This written instrument constitutes the entire Agreement by the parties concerning SRO officers, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms of this Agreement is void.
- (i) **Attorney's Fees.** City and District expressly agree that in the event of an adjudication of a claim which includes a legal proceeding brought under or relating in any way to this Interlocal Agreement For School Resource Officers, the prevailing party shall recover its reasonable and necessary attorney's fees as authorized by Texas Local Government Code §271.159.

EXECUTED this _____ day of _____, 2007.



Kathy Turner
City Secretary

ATTEST:

Thonda Barnes

Secretary of Kennedale
Independent School Board

APPROVED AS TO FORM AND LEGALITY:

WK Ok
City Attorney

Date: 9-13-07

CITY OF KENNEDALE

By: Bob Hart
Bob Hart, City Manager

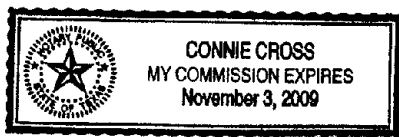
KENNEDALE INDEPENDENT SCHOOL DISTRICT

By: Michael Welch, President of
Kennedale I.S.D Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bob Hart, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and considerations therein expressed, as the act and deed of the Kennedale Independent School District, and in the capacity therein stated as its duly authorized officer or representative.

Given under my hand and seal of office this 30th day of August, 2007.



Connie Cross
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and considerations therein expressed, as the act and deed of the Kennedale Independent School District, and in the capacity therein stated as its duly authorized officer or representative.

Given under my hand and seal of office this _____ day of _____, 2007.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and considerations therein expressed, as the act and deed of the City of Kennedale, and in the capacity therein stated as its duly authorized officer or representative.

Given under my hand and seal of office this _____ day of _____, 2007.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and considerations therein expressed, as the act and deed of the City of Kennedale, and in the capacity therein stated as its duly authorized officer or representative.

Given under my hand and seal of office this _____ day of _____, 2007.

Notary Public in and for the State of Texas

STATE OF TEXAS

§

COUNTY OF TARRANT

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§

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Interlocal Agreement for School Resource Officers (“Agreement”) is made between the Kennedale Independent School District (“District”) and the City of Kennedale (“City”) for the purpose of establishing the terms under which the City will provide the District with School Resource Officers (“SRO”s). Pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, the parties to this Agreement have determined that the most economic and efficient manner to fulfill their obligations to the young people that are enrolled in the District and to the tax paying citizens of the City and the District is to enter into this interlocal cooperative Agreement between and among themselves and therefore have agreed and do hereby agree, as follows:

I. City Responsibilities

(a) School Resource Officers (SROs)

- (1) **Officers provided.** The City agrees to assign two 2 police officers to serve as SROs to the (4) District campuses located within the Kennedale city limits as well as non-enforcement services to (1) campus outside of the Kennedale city limits. The SROs will be primarily assigned to the high school and junior high school but will respond to requests from other school principals within the District.
- (2) **Functions.** The SROs shall have the following responsibilities:
 - (A) provide campus security and safety to the District’s students, personnel, and any person in the jurisdiction of the SROs, in accordance with the duties of a commissioned police officer of the City;
 - (B) assist in limiting access to the school grounds to authorized persons;
 - (C) **eject a person from school property under the District’s control in accordance with Penal Code 30.05;**
 - (D) investigate and deter criminal acts on school grounds;
 - (E) serve as liaison between the school, police department, juvenile officials, probation officials, courts, and other agencies of the juvenile

justice system;

- (F) attempt to identify and counter deviant behavior, such as gang activity, through information gained from assistance to young people and performance of other responsibilities;
- (G) at least once each school year offer to provide instruction to elementary students in a firearms accident prevention program, as determined by the District, pursuant to Texas Occupations Code Section 1701.603;
- (H) be available as a resource to teach, lead a discussion, or offer information on topics on which the SRO has special competence due to law enforcement training, such as safety or drug education; and
- (I) take a pro-active role to provide a high visibility crime deterrent and police presence on school property, including, but not limited to, buildings, parking lots, and athletic fields, in order to effectively promote security and order in the schools.

- (b) **Working conditions.** The City shall assign the SROs to work Monday through Friday during the regular school term with a shift beginning 30 minutes before the start of the school day and ending 30 minutes after school is dismissed, with a 30-minute lunch break. Average number of hours worked each week will be no more than 40 hours. Authorization must be obtained in writing from the Kennedale Chief of Police or his designee prior to an SRO working in excess of 40 hours in any given week. Saturdays and Sundays are normal days off unless otherwise directed by the school principal or Kennedale Police Department administration. SROs observing school holidays in excess of City recognized holidays will use appropriate compensatory, vacation, or other approved forms of City leave.
- (c) **Unavailability.** In the event a SRO is absent from work, he is to notify both his supervisor at the Kennedale Police Department and the principal of the SRO's assigned school. The District agrees and acknowledges that the SRO may be required to leave the District campuses during school hours as necessary to fulfill the SRO's duties as a police officer. These duties include, but are not limited to, attending mandated training, court, traveling to the detention center, and making arrests. The City shall provide the District notice by notifying the campus principal or designee when the SRO will be unavailable due to training, court, or other required assignments ten (10) days prior or, when ten (10) days prior notice is not possible, as soon as City becomes aware of such conflict. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of a SRO will not otherwise create an unnecessary risk or hamper school operations.
- (d) **Direction.** The SRO shall remain an employee of the City and shall be assigned by and responsible to the Kennedale Police Department, but shall work upon the request

and with the direction of the District's school principal or his designee.

- (e) **Reassignment.** If a school principal is not satisfied with the performance of the SRO assigned to the school, the principal may request in writing the transfer of the SRO, specifying the reason for the request. The Chief of Police for the Kennedale Police Department will then make a reasonable effort to replace the SRO.
- (f) **Training and equipment.** The SRO shall wear a police uniform and carry a service weapon while on duty at the school. The City agrees to provide the SRO with office supplies and all forms required in the performance of his duties. The City shall provide law enforcement training and certification as required by law, a City police vehicle and other police equipment including communication equipment necessary to allow the SRO to communicate with the City Police Department and other officers. The SROs must be licensed as provided by Occupations Code Chapter 1701. The District shall provide any equipment necessary to allow the SRO to communicate with school staff if desired by the District.
- (g) **Law enforcement.** The SRO shall take law enforcement action when necessary, but shall not be utilized as a school disciplinarian in the enforcement of District rules or policies. The SRO shall notify the school principal of all occurrences of crime on District campuses, and all custodial arrests or detentions of a student. The SRO shall notify the school principal prior to removing a student from school. The SRO shall follow the guidelines of the Texas Penal Code, Texas Education Code, Texas Code of Criminal Procedure, Texas Occupations Code Chapter 1701, District Policies and Safety Programs, and the Policies and Procedures of the Kennedale Police Department regarding investigations, interviews, and searches relating to juveniles.
- (h) **Confidentiality.** In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations 34 C.F.R. Part 99 ("FERPA") and District Board Policy FL (LEGAL) and (LOCAL). The District agrees to provide SROs access to student records to the extent permitted under FERPA. All SROs provided with student records shall follow the same rules as District employees concerning privacy of the records and shall return the records to the District upon completion of their assignment. City agrees that any student information obtained from the District will be used solely for legitimate educational purposes in accordance with all applicable, federal, state, and local laws, rules and regulations. The City agrees to provide the District access to information, to the extent required or permitted by law, pertinent to the safety of any party that the District is responsible for, and all information pertinent to investigations. Nothing contained herein shall restrict an officer's method of response during health or safety emergencies, investigations of criminal activity, or response to behavior that violates criminal laws or threatens the safety of a student or others.

II. District Responsibilities

- (a) **Cooperation.** The District agrees to fully cooperate with the City in the implementation of this Agreement.
- (b) **Selection of SROs.** The Kennedale Police Department and the District staff will jointly select the SROs.
- (c) **Prompt payment.** The District shall remit funds to the City in a timely manner following receipt of a City invoice.
- (d) **Office Space.** The District agrees to provide the SROs with an office containing appropriate furnishings and a computer workstation capable of connecting to the Police Department Local Area Network. The SRO may be required to sign an Acceptable Use Agreement regarding use of District computer networks and internet access.

III. Consideration

- (a) **Source of funding.** Each party paying for the performance of services required by this Agreement shall make those payments from current revenues available to the paying party.
- (b) **Payments by District.** The District agrees to pay the City an amount equal to fifty percent (50%) of all personnel costs incurred by the City under this Agreement, including Base Pay, Salary Increases, Longevity Pay, Incentive Pay, Bilingual Pay, FLSA, Court Attendance Costs, Medicare, Workers' Compensation Insurance, Group Health Insurance, and Retirement. **The City will provide an estimate each year to the district outlining the cost for the next fiscal year's agreement.** These payments shall be made to the City in four equal payments to be paid by the 20th day of each month following the completion of a calendar quarter.
- (c) **Renegotiated annually.** The payments under this Agreement shall be renegotiated annually and changes shall be documented by letter agreement on or before August 1 of each year. If a letter agreement is executed, this Agreement shall be automatically renewed for successive one-year terms, provided however, that any payment is subject to the District's budget appropriation of this purpose.

IV. Term

- (a) **Initial term.** The term of this Agreement is for a period of one year beginning on September 1, 2018 and ending on August 31, 2019.
- (b) **Additional terms.** This Agreement shall be automatically renewed for successive

one-year terms unless in any year the parties are unable to agree on renegotiated compensation or one party notifies the other in writing of termination of at least sixty (60) days before the expiration of the term.

V. Independent Contractor Relationship

The City shall perform its obligations under this Agreement as an independent contractor and not as an officer, agent, servant or employee of the District. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees. The doctrine of respondeat superior shall not apply as between the City and the District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the District. It is expressly understood and agreed that no officer, member, agent, employee, subcontractor, licensee, or invitee of the District, or any program participant hereunder is in the paid service of the City. It is also expressly understood that the police officers assigned to this program are employees of the City of Kennedale, and will be paid by the City of Kennedale. The Kennedale Chief of Police may discipline, reassign, or dismiss the SRO based upon the City of Kennedale and Kennedale Police Department policies and procedures. In the event an assigned SRO is reassigned or dismissed, the City shall provide a replacement officer. In the event that the SRO is reassigned or dismissed, the District will not be required to compensate City for the affected SRO for the time period for which the SRO is removed and no replacement is available. Further, City will reimburse the District for any time period not served by the SRO and for which City has already received payment.

VI. Notices and Administration

District and City shall each monitor, review and provide oversight of the services as they are provided and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any services becomes unsatisfactory.

All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for City, to:

Kennedale Police Chief
401 Municipal Drive
Kennedale, TX. 76060

If intended for District, to:

Deputy Superintendent

Kennedale Independent School District
120 W. Kennedale Parkway
Kennedale, TX. 76060

VII. Miscellaneous Provisions

- (a) **District property.** The City is not responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, destroyed, or damaged.
- (b) **Non-discrimination - age.** Both parties agree that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.
- (c) **Non-discrimination - other.** Both parties, in the performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color, disability, national origin, nor will either party permit its agents, employees, subcontractors, program participants, licensees or invitees to engage in such discrimination.
- (d) **Termination.** The District and the City agree that if either party to this Agreement fails to comply with or breaches any of the material terms and provisions of this Agreement, the non-breaching party shall have the right to declare this Agreement immediately terminated, and the non-breaching party shall have no further responsibility or liability hereunder. Even without breach, this Agreement may be terminated by either party at its sole option and without prejudice by giving thirty (30) days written notice of termination to the other party.
- (e) **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- (f) **Enforcement.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right conferred by this Agreement shall not be construed as a waiver or relinquishment of that party's right to assert or rely upon any term or right on any future occasion.
- (g) **Venue.** This Agreement is entered into and performable in Tarrant County, Texas

and shall be interpreted and enforced in accordance with the laws of the State of Texas. Should any claim or action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue shall lie in Tarrant County, Texas.

- (h) **Entire agreement.** This written instrument constitutes the entire agreement by the parties concerning school resource officers, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms of this Agreement is void. This Agreement has been approved by the governing bodies of each party. Changes in the total number of SROs to be provided by the City and the duty hours to be worked by the SROs shall be determined by mutual consent of the parties.
- (i) **Attorney's Fees.** The City and the District expressly agree that in the event of an adjudication of a claim which includes a legal proceeding brought under or relating in any way to this Interlocal Agreement For School Resource Officers, the prevailing party shall recover its reasonable and necessary attorney's fees as authorized by Texas Local Government Code 271.159.
- (j) **Immunity.** This Agreement is expressly made subject to the City and District's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to City or District or to create any legal rights or claim on behalf of any third party. Neither City nor District waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- (k) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of _____, 2018

CITY OF KENNEDALE

By: _____
City Manager

ATTEST:

City Secretary

KENNEDALE INDEPENDENT
SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: DECISION ITEMS - A.

I. Subject:

Consider authorizing the City Manager to enter into an agreement for Professional Auditing Services

II. Originated by:

Brady Olsen, Finance Director

III. Summary:

The contract with our current audit firm is expired. Because of this, we began the request for qualifications process in March. We received proposals from two firms at the deadline on Monday, June 4th. During the June 18th City Council meeting, both firms presented themselves to Council in the work session, and Council had the opportunity to interview the firms. The agenda for the July 16th City Council meeting includes an item for Council's consideration to appoint one of the firms to provide audit services to the city.

The contract as proposed will cover the next 3 years, with options for two (2) one year renewals. We have attached the initial request for qualifications, the separate (partially confidential) proposals, and an initial comparison of the two firms.

Both firms met the mandatory minimum elements of the proposal including independence, necessary licensing, staff with adequate experience and continuing education as well as a record of quality work. Both firms will also be able to deliver the CAFR earlier than in years past—during the February regular meeting instead of March.

Pattillo, Brown, and Hill (PB&H) have ably served the City of Kennedale since 2001. They are a firm solely focused on local government with a low employee turnover rate. The firm proposed a larger number of staff hours at a lower hourly rate, with an estimated first year cost of \$34,190.

BKD recently opened a new office in Fort Worth. In addition to auditing services, they offer cybersecurity and IT Risk assessment. They also offer free webinars and trainings to city staff throughout the year. We contacted several of their clients and received very positive reviews as to their knowledge and thoroughness. The firm proposed a lower number of staff hours at a higher hourly rate, with an estimated first year cost of \$38,150. Additionally, the price increases annually by approximately \$1,100 more than PB&H's annual increase.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:**VII. Alternative Actions:**

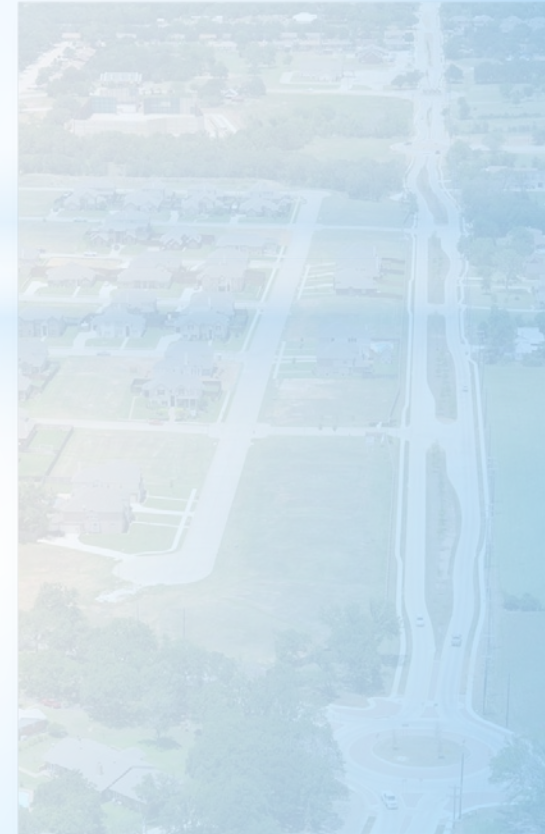
Staff recommends Council authorizes the City Manager to enter into a contract with **BKD**. Even though PB&H has served the City well for over a decade, we believe City finances would benefit from periodic selection of a different audit firm. Every audit firm will examine finances through a unique perspective, and we believe BKD has the skill necessary to excel at this job. Staff will benefit from the additional training opportunities, and we believe we can leverage the nearby location for superior service throughout the year. While we believe both firms would serve the city well, the additional benefits from BKD warrant the additional cost.

VIII. Attachments:

1.	Audit RFP Comparison	Audit RFP Comparison.pdf
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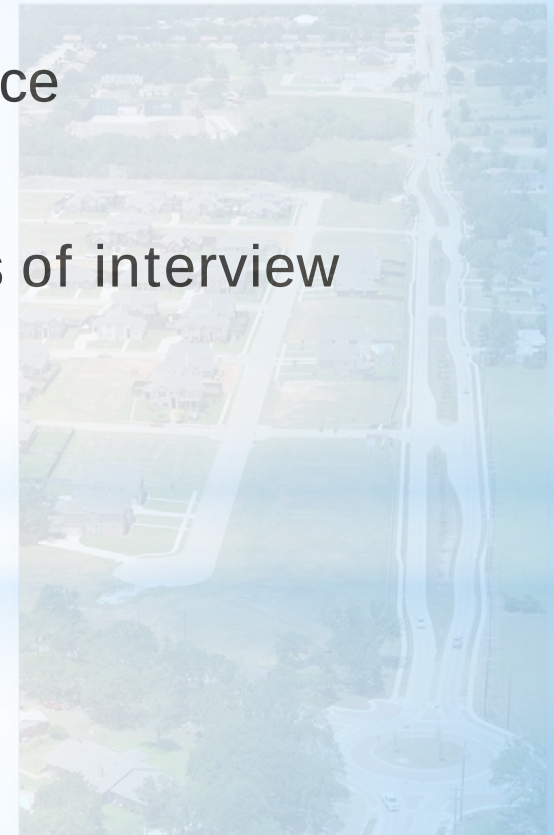
*Audit Firm RFQ

June 18th Regular Meeting



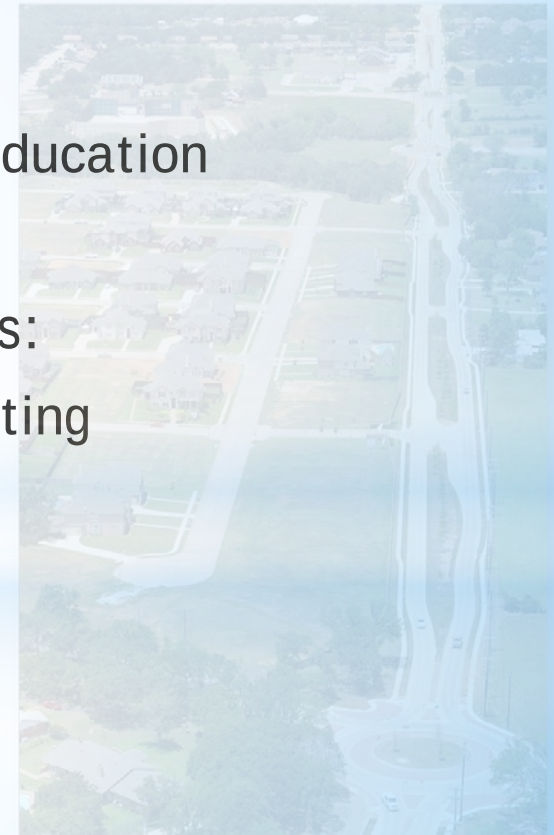
* Timeline

- * March 26th-Published Audit RFQ
- * March 26th-April 4th—Directly contacted local audit firms to gauge interest
- * April 11th- Held Audit Pre-Proposal Conference
- * June 4th- Received two proposals
- * June 8th- Reviewed proposals, notified firms of interview schedule
- * June 18th- Council interview of candidates
- * July 16th- Award bid to finalist



* Overview

- * Both firms meet the minimum mandatory elements of the bid, including:
 - * Independent and licensed
 - * No conflict of interests
 - * Staff with adequate continuing professional education
 - * Record of quality work
- * Both firms have also met additional requests:
 - * Completion of CAFR by February Council meeting



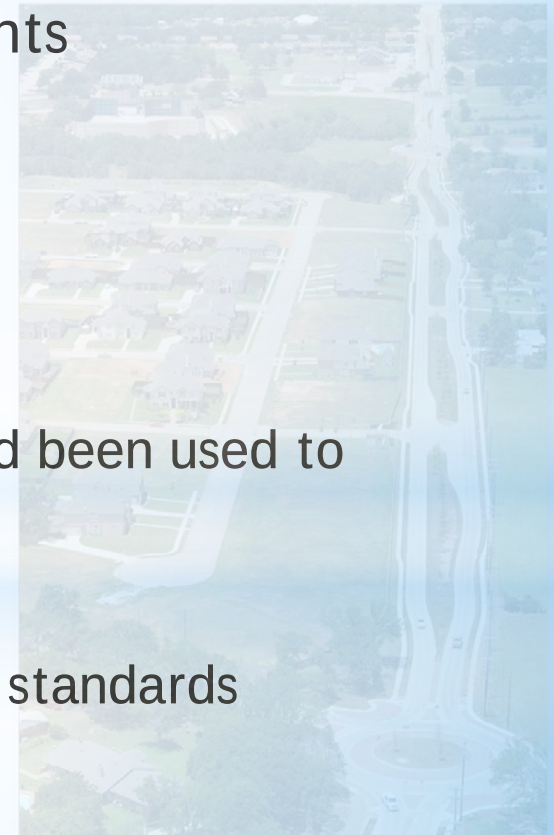
* PB&H Highlights

- * Ably served the City for many years
- * Located in Waco
- * Firm focuses solely on local government
- * Professional turnover under 20%



* BKD Highlights

- * Located in Dallas
- * “Inside Public Accounting”—Best of the Best list
- * Offers Cybersecurity and IT Risk assessments
- * From other cities:
 - * Exceptionally thorough—more than some had been used to
 - * Enjoy the free webinars/trainings
 - * Responsive throughout the year
 - * Very deep knowledge of ongoing accounting standards



* Cost

*Maximum Fee allowed per year:

BID FORMS			
BID SUMMARY SHEET			
BKD SUMMARY SCHEDULE OF PROFESSIONAL FEES FOR AUDITING SERVICES RELATING TO THE FISCALS YEARS ENDING SEPTEMBER 30, 2018, 2019, & 2020			
DESCRIPTION	TOTAL COST FY ENDING 9/30/2018	TOTAL COST FY ENDING 9/30/2019	TOTAL COST FY ENDING 9/30/2020
Financial Audit	\$ 38,150	\$ 39,525	\$ 40,900
Single Audit	\$ 0	\$ 0	\$ 0
Official Statement Review (per issuance)	\$ 0	\$ 0	\$ 0
Payroll Tax or Employment law Consultation (per Hour Cost)	\$ 0	\$ 0	\$ 0
Annual Totals	\$ 38,150	\$ 39,525	\$ 40,900

*BKD increases by ~\$1,400/year



BID SUMMARY SHEET			
SUMMARY SCHEDULE OF PROFESSIONAL FEES FOR AUDITING SERVICES RELATING TO THE FISCAL YEARS ENDING SEPTEMBER 30, 2018, 2019, & 2020			
PB&H			
DESCRIPTION	TOTAL COST FY ENDING 9/30/18	TOTAL COST FY ENDING 9/30/19	TOTAL COST FY ENDING 9/30/2020
Financial Audit	\$ 29,890	\$ 30,195	\$ 30,500
Single Audit	4,300	4,346	4,392
Total	<u>\$ 34,190</u>	<u>\$ 34,541</u>	<u>\$ 34,892</u>
Official Statement Review (per issuance)	\$ 1,000	\$ 1,000	\$ 1,000
Payroll Tax or Employment law Consultation (per Hour Cost)	\$125/hr	\$125/hr	\$125hr

*PB&H increases by
~\$300/year

* Staff Time Estimate

* Staffing breakdown

BID FORMS			
FINANCIAL AUDIT AND REPORT ISSUANCE			
BKD SCHEDULE OF PROFESSIONAL FEES FOR FINANCIAL STATEMENT AUDIT SERVICES RELATING TO THE			
DESCRIPTION	TOTAL HOURS	QUOTED HOURLY RATE	TOTAL ALL-INCLUSIVE COST
Fiscal Year Ending September 30, 2018			
Partners	20	\$ 235	\$ 4,700
Managers	40	\$ 175	\$ 7,000
Supervisory	80	\$ 145	\$ 11,600
Staff	120	\$ 115	\$ 13,800
Other (paraprofessional)	15	\$ 70	\$ 1,050
Annual Totals	275	\$ NA	\$ 38,150

FINANCIAL AUDIT AND REPORT ISSUANCE				
SCHEDULE OF PROFESSIONAL FEES FOR FINANCIAL STATEMENT AND SINGLE AUDIT SERVICES				
PB&H	DESCRIPTION	TOTAL HOURS	QUOTED HOURLY RATE	TOTAL ALL-INCLUSIVE COST
Fiscal Year Ending September 30, 2018				
Partners		28	\$ 200	\$ 5,600
Managers		35	\$ 150	\$ 5,250
Supervisory		140	\$ 90	\$ 12,600
Staff		140	\$ 75	\$ 10,500
Other (Administrative staff)		8	\$ 30	\$ 240
Annual Totals				\$ 34,190



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: DECISION ITEMS - B.

I. Subject:

CASE #PZ 18-02 - conduct a public hearing, receive comments, and consider approval on a request by Francisco Sanchez for a zoning change for approximately 1 acre from "OT-4" Old Town 4 to "OT-2" Old Town 2 on property located at 400 North Road, legal description of Abstract 1225, Tract 3A, Jacob Prickett Survey, 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:

This case was heard by the Planning & Zoning (P&Z) Commission at their Thursday, June 21 meeting. The staff report is attached. The P&Z forwards the following recommendation to City Council: Approve (with a vote of 5-0).

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	PZ1802	PZ1802.pdf
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Date: June 21, 2018

Agenda Item No: REGULAR ITEMS (A)

I. SUBJECT

CASE # PZ 18-02 to receive comments and consider approval on a request by Fransico Sanchez for a zoning change for an approximately 1 acre from "OT-4" Old Town 4 "OT-2" Old Town 2 on property located at 400 North Road, legal description of Abstract 1225, Tract 3A, Jacob Prickett Survey, Tarrant County, Texas.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Rezone from OT-4 to OT-2
Applicant	Fransico Sanchez
Location	400 North Road, Abstract 1225, Tract 3A, Jacob Prickett Survey, Tarrant County, Texas
Surrounding Uses	Primarily single family residential
Surrounding Zoning	OT-1, OT-2, OT-4, PD, R3, AG
Future Land Use Plan Designation	Downtown Village
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is vacant. It appears that a single family home was located on the property previously and demolished.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is located in a single family neighborhood at the corner of North Rd and 3rd St. Adjacent uses to the north and south are single family. The railroad track is directly across the street.

STAFF REVIEW

COMPREHENSIVE LAND USE PLAN

The property is located in an area designated for Downtown Village.

The property at 400 North Road is located in an area designated for Downtown Village. Residential uses in a Downtown Village include small-lot single family. Although this property is a larger lot at 1 acre,

the lot is located on a curve in the road and is approximately triangular in shape, thus creating a challenge in developing this lot in a high density manner without combining multiple lots.

RELATED GOALS FROM THE COMPREHENSIVE LAND USE PLAN

The comprehensive plan goal related to this rezoning request falls under principle # 2, Economic Prosperity. These goals are: "Promote Access to Housing" by providing housing option for people of varying financial means and residential preferences.

SUMMARY

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

COMPLIANCE WITH CITY GOALS AND RELATED PLANS

STRATEGIC PLAN

The strategic plan has one related goal: "Develop incentives for new home builders and businesses to create new development." Although the applicant is an individual property owner rather than a home builder, a new home is planned to be built on this site, creating infill development in an existing, older single family neighborhood.

CITY COUNCIL ENDS STATEMENTS AND GOALS

The City Council Ends Statements and Goals states "Kennedale has excellent neighborhoods and a wide range of home options." It also states "Residents have views of natural landscapes."

ADDITIONAL FACTORS TO CONSIDER

When considering rezoning requests, the City may also consider the appropriateness of current zoning and whether a rezoning would have an adverse impact on surrounding properties. In this case, there is primarily single-family residential located adjacent to and in close to this property. Old Town Single-Family Residential and Retail Mixed-Use District (OT-2) was established to promote a mix of single-family residential and low intensity retail in this area, to be housed in residential structures that are similar to the building designs and materials allowed in the OT-1 District. This property is located on the southern edge of an OT-4 zoning district, and adjacent to two OT-2 Districts. Therefore, this property, currently zoned OT-4, is also compatible with the adjacent OT-2 Zoning.

STAFF RECOMMENDATION

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

ACTION BY THE PLANNING & ZONING COMMISSION

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

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

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

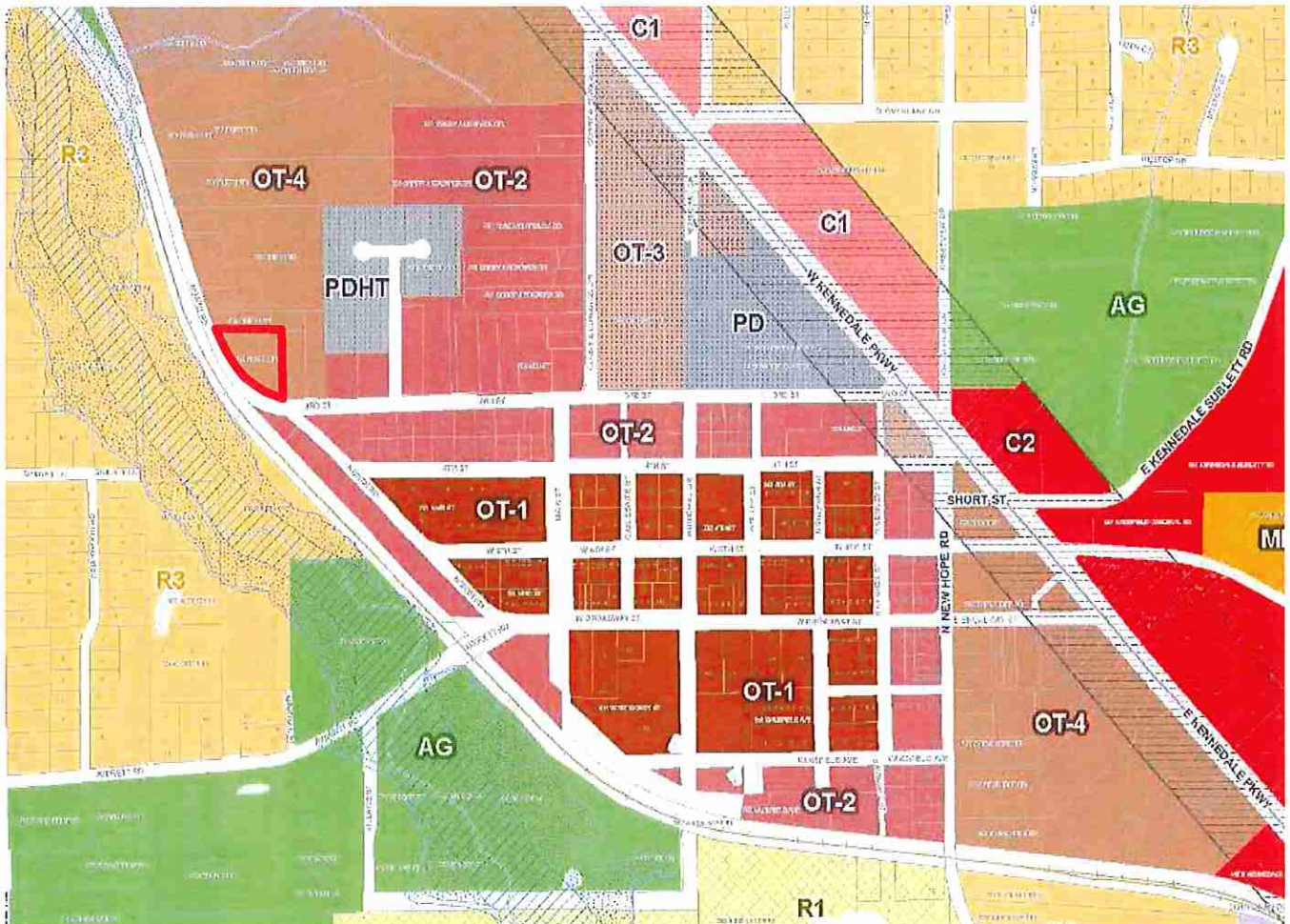
Location Map
400 North Road
PZ18-002



Location Map
400 North Road
PZ18-002



Zoning Map
400 North Road
PZ18-002



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: DECISION ITEMS - C.

I. Subject:

CASE #PZ 18-03 - conduct a public hearing, receive comments, and consider approval of an amendment to Ordinance 434, Section 3.1 to revise permitted uses in the Kennedale TownCenter Planned Development District (KTCPDD)

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

II. Originated by:

Melissa Dailey, Community Development Director

III. Summary:

This case was heard by the Planning & Zoning (P&Z) Commission at their Thursday, June 21 meeting. The staff report is attached. The P&Z forwards the following recommendation to City Council: Approve (with a vote of 4-1).

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	PZ1803	PZ1803.pdf
2.	O645 Town Center PD-2018 Amend.004	O645 Town Center PD-2018 Amend.004.pdf

Date: June 21, 2018

Agenda Item No: REGULAR ITEMS (B)

I. SUBJECT

CASE # PZ 18-03 to hold a public hearing and consider approval of amendment to Ordinance 434, Section 3.1, to add to prohibited uses vape stores, to replace all listed permitted uses with the following permitted uses: General retail indoor, General retail with alcohol sales, including package stores, Entertainment (indoor theater, bowling alley, micro-brewery, nightclub with food sales, game hall with food sales, arcade), Athletic/fitness club/services, Merchandise store, Specialty retail stores, Restaurants, General offices and services – bank/financial services, General offices and services – business support, General offices and services –services, General offices and services – professional services – laundry and dry cleaners, General offices and services – professional and administrative services and offices, Child care center or facility, Medical/dental clinic or office, Veterinary clinic, Washateria (self-service), Library, Museum or art gallery, Police station, School (nursery, kindergarten, trade or business), Boat sales with no outside storage or display, Indoor gun shooting range with special use permit only, Outdoor uses – Farmer’s market, Flea market, Heliport or helistop, Snow cone stand, Produce stand, Utility mains, poles and lines, and to modify Section 3.2 to allow for outdoor displays so long as the displays do not obstruct the pedestrian walkway.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Amend uses allowed in Ordinance 434
Applicant	City of Kennedale Economic Development Corporation
Staff Recommendation	Approve

BACKGROUND & OVERVIEW

The City of Kennedale previously approved a Planned Development zoning district for Kennedale TownCenter to enhance the quality of life in Kennedale by providing an area for retail and service based businesses based on Kennedale’s history. The Kennedale Economic Development Corporation engaged a developer, Hughes Comercial Real Estate and Development, LLC to continue the development and operation of retail and service based businesses in Kennedale TownCenter. A goal of the developer and of the Kennedale Economic Development Corporation is to fully lease existing buildings in the TownCenter. The developer has succeeded in filling additional retail space, but there

remains to be space that needs to be leased. The proposed amendment to the permitted uses for TownCenter simplifies the allowed use list, providing the opportunity for a wider variety of retail uses, while still prohibiting sexually oriented business, and adding Vapor Stores as a prohibited use.

STAFF REVIEW

The Kennedale TownCenter is a 7-acre master planned 1920's railroad-themed town center located in the heart of Kennedale's targeted downtown district and growth corridor. The development is a public-private development with the City of Kennedale and Kennedale Economic Development Corporation and is adjacent to Kennedale City Hall, Kennedale Chamber of Commercial, Kennedale Police Station and Kennedale Public Library. The purpose of the development was to create an active gathering place for the community and place to shop. The Kennedale Economic Development Corporation seeks an amendment to the list of permitted uses for TownCenter that will provide the opportunity for a wider variety of retail uses for residents and visitors. The requested amendment will assist the developer in bringing additional retail to Kennedale TownCenter.

STAFF RECOMMENDATION

Staff recommends approval.

ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 622.

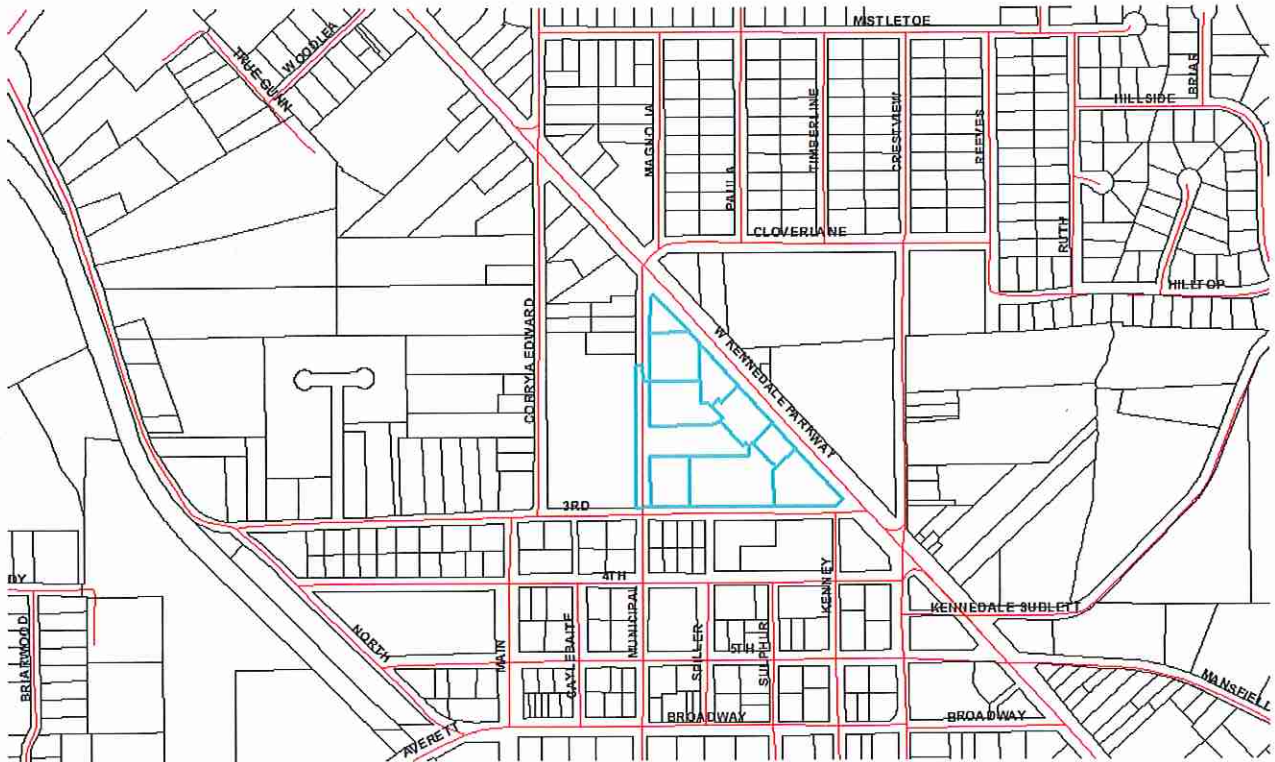
Approval with Conditions: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 622.

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

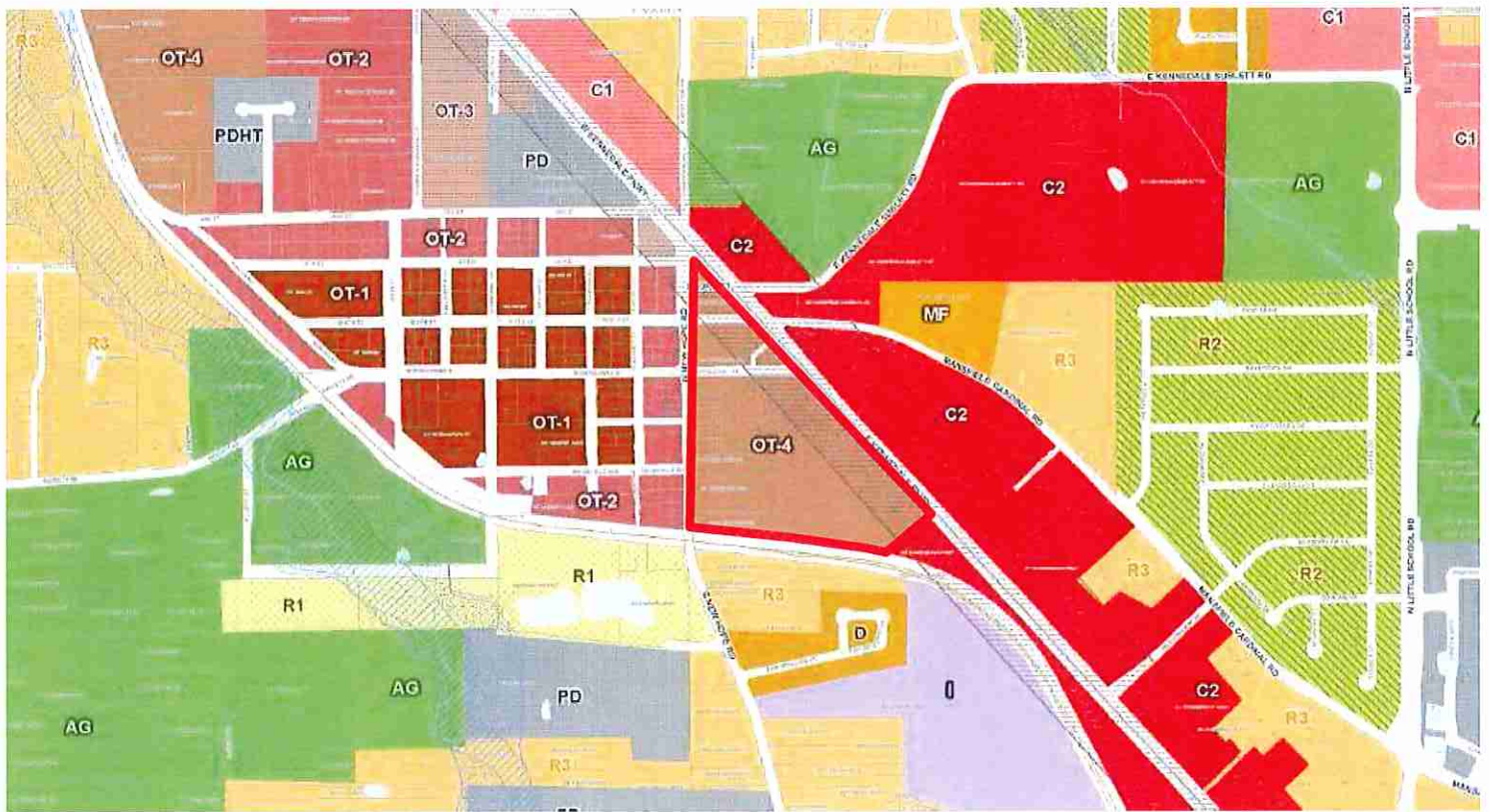
Location Map
TownCenter
PZ18-003



Location Map
Town Center
PZ18-003



Zoning Map
Town Center
PZ18-003



CITY OF KENNEDALE

ORDINANCE NO. 645

AN ORDINANCE AMENDING ORDINANCE NO. 434, BY REVISING THE PERMITTED USES IN THE “PD” PLANNED DEVELOPMENT ZONING DISTRICT FOR KENNEDALE TOWNCENTER IN THE CITY OF KENNEDALE; 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 is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has adopted a Unified Development Code that regulates the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City of Kennedale; and

WHEREAS, the City of Kennedale previously approved a Planned Development zoning district for Kennedale TownCenter to enhance the quality of life in Kennedale by providing an area for retail and service based businesses based on Kennedale’s history; and

WHEREAS, the Kennedale TownCenter Planned Development District and the regulations provided therein were adopted as a part of the Unified Development Code; and

WHEREAS, the Kennedale Economic Development Corporation, as the owner of Kennedale TownCenter, selected David G. Johnson and Kennedale Town Center, L.P., Spicewood, Texas to develop Kennedale TownCenter; and

WHEREAS, a new developer has been engaged by the Kennedale Economic Development Corporation to continue the development and operation of retail and service based businesses in Kennedale TownCenter; and

WHEREAS, the Kennedale Economic Development Corporation has applied for an amendment to the “PD” Planned Development District to allow additional retail and service based uses within the Kennedale TownCenter; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 21st day of June, 2018 and by the City Council of the City of Kennedale on the 16th day of July, 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 Unified Development Code as described herein.

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

SECTION 1.

Section 1 of Ordinance No. 434, which created the Kennedale TownCenter PD zoning district, is amended by revising the definition of “Developers” to read as follows:

Developers mean Craig Hughes and Hughes Commercial Real Estate and Development, LLC, the entities responsible for the development of the Project on the Property within the intent, scope and purview of this PD Ordinance, or any subsequent entities approved by the Kennedale Economic Development Corporation for development of the Property.

SECTION 2.

Paragraph 1, “Permitted Uses,” of Section 3 of Ordinance No. 434 is hereby amended to read as follows:

1. The following uses shall be permitted on the Property:

Athletic/fitness club/services

Boat sales with no outside storage or display

Child care center or facility

Entertainment (indoor theater, bowling alley, micro-brewery, nightclub with food sales, game hall with food sales)

General retail - indoor

General retail with alcohol sales, including package stores

General offices and services – bank/financial services

General offices and services – business support

General offices and services – professional and administrative services and offices

General offices and services – professional services – laundry and dry cleaners

General offices and services – services

Indoor gun shooting with special use permit only

Library

Medical/dental clinic or office

Merchandise store

Museum or art gallery

Outdoor Uses

Farmer’s market

Flea market

Heliport or Helistop

Snow cone stand

Produce stand

Utility mains, poles and lines

Police station

Restaurant

School (nursery, kindergarten, trade or business)

Specialty retail storesVeterinary clinic

Washateria (self-service)

SECTION 3.

Paragraph 2, “Outdoor Displays” of Section 3 of Ordinance No. 434 is hereby amended to read as follows:

2. *Outdoor Displays.* All outside storage is prohibited in KTCPDD. Outdoor display is allowed so long as the outdoor display does not block the pedestrian walkway and street furniture is permitted according to the standards set under this ordinance.

SECTION 4.

Section 3 of Ordinance No. 434 is hereby amended by adding a new Paragraph 21, “Prohibited Uses,” to read as follows:

21. *Prohibited Uses.* The following uses are specifically prohibited on the Property:

a. Sexually Oriented Businesses, as defined in Section 11-203 of the City of Kennedale Code of Ordinances, including the sale of any sexually explicit material; and

b. Vapor Shop, including a retail establishment that is dedicated, in whole or in part, to the smoking of electronic vaping devices and includes any establishment that for the payment of consideration by a customer to the establishment allows on-site delivery of electronic vaping devices or vapor accessories to the customer; and the onsite smoking of such. This definition shall be construed to include establishments known variously as vapor shops/lounges, and similar establishments, but shall not include an establishment which derives more than 50 percent of its gross revenue from food, beverage, or gasoline fuel sales.

SECTION 5.

This Ordinance shall be cumulative of all provisions of Ordinance No. 40, as amended, and of the Code of Ordinances of the City of Kennedale, Texas (1991), as amended, including but not limited to all Ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 6.

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

SECTION 7.

All rights or remedies of the City of Kennedale Texas are expressly saved as to any and all violations of any ordinances governing land use 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, penalty clause, publication clause, and effective date clause of this ordinance in every issue of the official newspaper of the City of Kennedale for two days or one issue of the newspaper if the official newspaper is a weekly newspaper as authorized by Section 3.10 of the City of Kennedale Charter.

SECTION 10.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS ____ DAY OF _____, 2018.

MAYOR

ATTEST:

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: DECISION ITEMS - D.

I. Subject:

CASE #PZ 18-04 - conduct a public hearing, receive comments, and consider approval of an ordinance amending the Unified Development Code of the City of Kennedale, Texas by amending Article 11, "Specific Use Requirements", Section 11.14 "General Retail, Alcohol Sales" to allow for alcohol sales in the Kennedale TownCenter Planned Development District

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

II. Originated by:

Melissa Dailey, Community Development Director

III. Summary:

This case was heard by the Planning & Zoning (P&Z) Commission at their Thursday, June 21 meeting. The staff report is attached. The P&Z forwards the following recommendation to City Council: Deny (with a vote of 3-2).

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	PZ1804	PZ1804.pdf
2.	O646 Alcohol Sales-TownCenter	O646 Alcohol Sales-TownCenter.pdf

Date: June 21, 2018

Agenda Item No: REGULAR ITEMS (C)

I. SUBJECT

CASE # PZ 18-04 to hold a public hearing and consider approval of a request by the Economic Development Corporation for a zoning change to exempt TownCenter, Lot 1, 2, 3 and a portion of lot 4A, Block A of the Kennedale Retail Center Additional, Kennedale, Tarrant County, Texas, and containing approximately 6.868 acres and a .781 acre right-of-way known as Municipal Drive and being a strip of land located in the Canzada Rose Survey, Abstract 1285, Tarrant County, Texas, from Section 11.14 of the City of Kennedale Zoning Ordinance, General Retail, Alcohol Sales.

II. SUMMARY

BACKGROUND AND OVERVIEW	
Request	Exempt TownCenter from Section 11.14 of the Zoning Ordinance
Applicant	City of Kennedale Economic Development Corporation
Staff Recommendation	Approve

BACKGROUND & OVERVIEW

The City of Kennedale previously approved a Planned Development zoning district for Kennedale TownCenter to enhance the quality of life in Kennedale by providing an area for retail and service based businesses based on Kennedale's history. The Kennedale Economic Development Corporation engaged a developer, Hughes Comercial Real Estate and Development, LLC to continue the development and operation of retail and service based businesses in Kennedale TownCenter. A goal of the developer and of the Kennedale Economic Development Corporation is to fully lease existing buildings in the TownCenter. The developer has succeeded in filling additional retail space, but there remains to be space that needs to be leased. The proposed amendment to the permitted uses for allows for uses that may sell alcohol in buildings that could be within the required 300-foot distance from a church, public or private school, or public hospital. The Kennedale Independent School District administration building and associated buildings on that property, as well two churches are located within the 300-foot distance.

STAFF REVIEW

The Kennedale TownCenter is a 7-acre master planned 1920's railroad-themed town center located in the heart of Kennedale's targeted downtown district and growth corridor. The development is a public-private development with the City of Kennedale and Kennedale Economic Development Corporation and is adjacent to Kennedale City Hall, Kennedale Chamber of Commercial, Kennedale Police Station and Kennedale Public Library. The

purpose of the development was to create an active gathering place for the community and place to shop. The Kennedale Economic Development Corporation seeks to exempt TownCenter from Section 11.14 of the Kennedale Zoning Ordinance. This exemption would provide the opportunity for a wider variety of retail uses for residents and visitors. The requested amendment will assist the developer in bringing additional retail to Kennedale TownCenter.

STAFF RECOMMENDATION

Staff recommends approval.

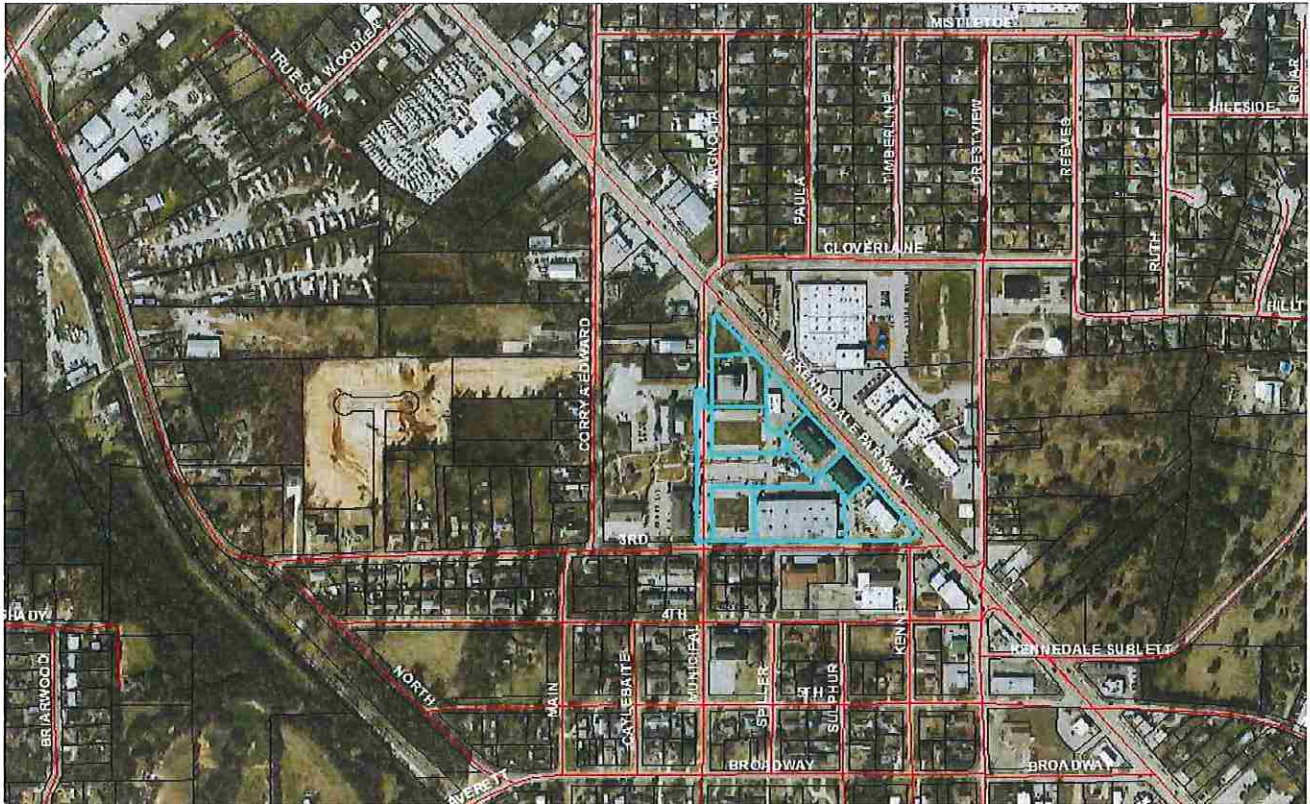
ACTION BY THE CITY COUNCIL

Approval: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 622.

Approval with Conditions: Based on the information presented, I find that the request meets city requirements for amending the UDC and make a motion to approve Ordinance 622.

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

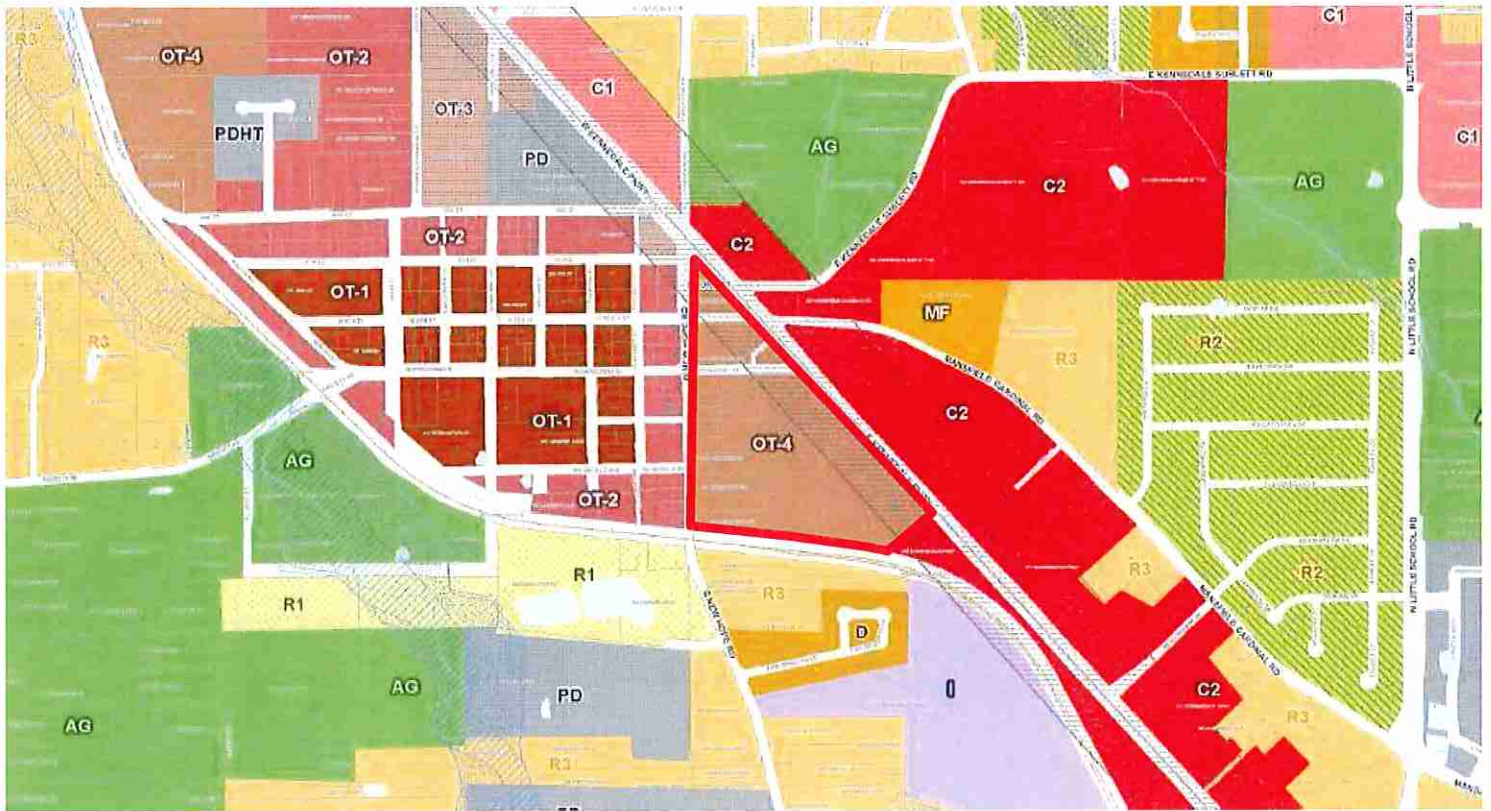
Location Map
TownCenter
PZ18-004



Location Map
Town Center
PZ18-004



Zoning Map
Town Center
PZ18-004



Public Notice

PZ-18-002, PZ-18-003, PZ-18-004

NOTICE OF PUBLIC HEARING
The Kennedale Planning & Zoning Commission will hold a public hearing on Thursday, June 21, 2018 at 7:00 P.M. and the City Council will hold a public hearing on Monday, July 16, 2018 at 7:00 p.m. in the Kennedale City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060, for the following cases.
CASE # PZ 18-002 to hold a public hearing and consider approval on a request by Francisco Sanchez for a zoning change for approximately 1 acre from "OT-4" Old Town 4 to "OT2" Old Town

STAR-TELEGRAM

Legals & public notices

2on property located at 400 North Road, legal description of Abstract 1225, Tract 3A, Jacob Prickett Survey, Tarrant County, Texas.

CASE # PZ 18-003 to hold a public hearing and consider approval of a request by the Economic Development Corporation for an Ordinance to amend Ordinance 434, Section 3.1, Permitted Uses, to add to prohibited uses vape stores, to replace all listed permitted uses with the following permitted uses: General retail indoor, General retail with alcohol sales, Including package stores, Entertainment (Indoor theater, bowling alley, microbrewery, nightclub with food sales, game hall with food sales, arcade), Athletic/fitness club/services, Merchandise store, Specialty retail stores, Restaurants, General offices and services - bank/financial services, General offices and services - business support, General offices and services - services, General offices and services - professional services - laundry and dry cleaners, General offices and services - professional and administrative services and offices, Child care center or facility, Medical/dental clinic or office, Veterinary clinic, Washateria (self-service), Library, Museum or art gallery, Police station, School (nursery, kindergarten, trade or business), Boat sales with no outside storage or display, Indoor gun shooting range with special use permit only, Outdoor uses - Farmer's market, Flea market, Heliport or heli-stop, Snow cone stand, Produce stand, Utility mains, poles and lines, and to modify Section 3.2 to allow for outdoor displays so long as the displays do not obstruct the pedestrian walkway.

CASE # PZ 18-004 to hold a public hearing and consider approval on a request by the Economic Development Corporation for a zoning change to exempt TownCenter, Lot 1, 2, 3 and a portion of lot 4A, Block A of the Kennedale Retail Center Addition, Kennedale, Tarrant County Texas, and containing approximately 6.868 acres and a .781 acre right-of-way known as Municipal Drive and being a strip of land located in the Canzada Rosa Survey, Abstract 1285, Tarrant County, Texas, from Section 11.14 of the City of Kennedale Zoning Ordinance, General Retail, Alcohol Sales.

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.

CITY OF KENNEDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 434, BEING AN AMENDMENT TO ORDINANCE NO. 40, AS AMENDED, BY REVISING THE PERMITTED USES IN THE "PD" PLANNED DEVELOPMENT ZONING DISTRICT FOR KENNEDALE TOWNCENTER IN THE CITY OF KENNEDALE; 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 is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

WHEREAS, the City of Kennedale previously approved a Planned Development zoning district for Kennedale TownCenter to enhance the quality of life in Kennedale by providing an area for retail and service based businesses based on Kennedale's history; and

WHEREAS, the Kennedale Economic Development Corporation, as the owner of Kennedale TownCenter, selected David G. Johnson and Kennedale Town Center, L.P., Spicewood, Texas to develop Kennedale TownCenter; and

WHEREAS, a new developer has been engaged by the Kennedale Economic Development Corporation to continue the development and operation of retail and service based businesses in Kennedale TownCenter; and

WHEREAS, the Kennedale Economic Development Corporation has applied for an amendment to the “PD” Planned Development District to allow additional retail and service based uses within the Kennedale TownCenter; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 21st day of June, 2018 and by the City Council of the City of Kennedale on the 16th day of July, 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.

Section 1 of Ordinance No. 434, which created the Kennedale TownCenter PD zoning district, is amended by revising the definition of “Developers” to read as follows:

Developers mean Craig Hughes and Hughes Commercial Real Estate and Development, LLC, the entities responsible for the development of the Project on the Property within the intent, scope and purview of this PD Ordinance, or any subsequent entities approved by the Kennedale Economic Development Corporation for development of the Property.

SECTION 2.

Paragraph 1, “Permitted Uses,” of Section 3 of Ordinance No. 434 is hereby amended to read as follows:

1. The following uses shall be permitted on the Property:

Athletic/fitness club/services

Boat sales with no outside storage or display

Child Care Center or Facility

Entertainment (indoor theater, bowling alley, micro-brewery, nightclub with food sales, game hall with food sales)

General retail - indoor

General retail with alcohol sales, including package stores

General offices and services – bank/financial services

General offices and services – business support

General offices and services – professional and administrative services and offices

General offices and services – professional services – laundry and dry cleaners

General offices and services – services

Indoor gun shooting with special use permit only

Library

Medical/dental clinic or office

Merchandise store

Museum or art gallery

Outdoor Uses

Farmer's market

Flea market

Heliport or Helistop

Snow cone stand

Produce stand

Utility mains, poles and lines

Police station

Restaurant

School (nursery, kindergarten, trade or business)

Specialty retail stores

Veterinary clinic

Washateria (self-service)

SECTION 3.

Paragraph 2, “Outdoor Displays” of Section 3 of Ordinance No. 434 is hereby amended to read as follows:

2. *Outdoor Displays.* All outside storage is prohibited in KTCPDD. Outdoor display is allowed so long as the outdoor display does not block the pedestrian walkway and street furniture is permitted according to the standards set under this ordinance.

SECTION 4.

Section 3 of Ordinance No. 434 is hereby amended by adding a new Paragraph 21, “Prohibited Uses,” to read as follows:

21. *Prohibited Uses.* The following uses are specifically prohibited on the Property:

a. Sexually Oriented Businesses, as defined in Section 11-203 of the City of Kennedale Code of Ordinances, including the sale of any sexually explicit material; and

b. Vapor Shop, including a retail establishment that is dedicated, in whole or in part, to the smoking of electronic vaping devices and includes any establishment that allows either the payment of consideration by a customer to the establishment for on-site delivery electronic vaping devices, vapor accessories to the customer; and the onsite smoking of such. This definition shall be construed to include establishments known variously as vapor shops/lounges, and similar establishments, but shall not include an establishment which derives more than 50 percent of its gross revenue from food, beverage, or gasoline fuel sales.

SECTION 5.

This Ordinance shall be cumulative of all provisions of Ordinance No. 40, as amended, and of the Code of Ordinances of the City of Kennedale, Texas (1991), as amended, including but not limited to all Ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS ____ DAY OF _____, 2018.

MAYOR

ATTEST:

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, AMENDING SECTION 11-274 "PROXIMITY TO CHURCHES, PUBLIC OR PRIVATE SCHOOLS, AND PUBLIC HOSPITALS" OF ARTICLE XI "ALCOHOLIC BEVERAGES" OF CHAPTER 11 "LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS" OF THE KENNEDALE CITY CODE OF ORDINANCES (1991), AS AMENDED, TO ALLOW ALCOHOL SALES IN THE KENNEDALE TOWNCENTER PLANNED DEVELOPMENT DISTRICT; PROVIDING A CUMULATIVE CLAUSE; 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, in order to promote the public health, safety and general welfare the City Council desires to adopt the proposed amendments to its city code in order to revise regulations governing the sale of alcoholic beverages.

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

SECTION 1.

Section 11-274 "Proximity to churches, public or private schools, and public hospitals" of Article XI "Alcoholic Beverages" of Chapter 11 "Licenses, Taxation and Miscellaneous Business Regulations" of the Kennedale City Code, as amended, is hereby revised by adding a new subsection (h) to read as follows:

- (h) Subsection (a) of this section does not apply within the boundaries of the Kennedale TownCenter Planned Development District as depicted in Ordinance No. 434.

SECTION 2.

This Ordinance shall be cumulative of all provisions of all existing ordinances and of the Kennedale City Code (1991), as amended, including but not limited to all ordinances of the City of Kennedale affecting zoning, licenses, taxation, and businesses, or sale or consumption of alcoholic beverages, 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 3.

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

SECTION 4.

This Ordinance shall be in full force and effect from and after the date of its passage and it is so ordained.

PASSED AND APPROVED ON THIS _____ DAY OF _____,
2018.

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ORDINANCE NO. 646

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS BY AMENDING ARTICLE 11, "SPECIFIC USE REQUIREMENTS", SECTION 11.14 "GENERAL RETAIL, ALCOHOL SALES" TO ALLOW FOR ALCOHOL SALES IN THE KENNEDALE TOWNCENTER PLANNED DEVELOPMENT DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted a Unified Development Code that regulates the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City of Kennedale; and

WHEREAS, pursuant to the Unified Development Code the City Council has created the Kennedale TownCenter Planned Development District with specific regulations applicable within such district; and

WHEREAS, in order to promote the public health, safety and general welfare the City Council desires to amend the Unified Development Code to provide for the sale of alcohol in the Kennedale TownCenter Planned Development District; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas held a public hearing on June 21, 2018, and the City Council of the City of Kennedale, Texas held a public hearing on July 16, 2018, with respect to the amendment described herein; and

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

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

SECTION 1.

Section 11.14 “General Retail, Alcohol Sales” of Article 11, “Specific Use Requirements” of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended by deleting Subsection 11.14.B.2.c.

SECTION 2.

Section 11.14 “General Retail, Alcohol Sales” of Article 11, “Specific Use Requirements” of the Unified Development Code of the City of Kennedale, Texas, as amended, is hereby amended by revising subsection 11.14.C to read as follows:

- C. *Exceptions.* This section does not apply to:
1. The holder of:
 - a. A retail on-premises consumption permit or license if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages; or
 - b. A retail off-premises consumption permit or license if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or
 - c. A license or permit covering a premises that is located within 300 feet of a private school if the permit holder also holds a food and beverage certificate for the covered premises or if the permit covers a premises where minors are prohibited from entering under V.T.C.A. Alcoholic Beverage Code § 109.53.
 2. the Kennedale TownCenter Planned Development District.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Ordinance shall be in full force and effect from and after the date of its passage and it is so ordained.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2018.

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: DECISION ITEMS - E.

I. Subject:

Consider an Ordinance of the City of Kennedale, Texas, Amending Section 11-274 "Proximity to Churches, Public or Private Schools, and Public Hospitals" of Article XI "Alcoholic Beverages" of Chapter 11 "Licenses, Taxation and Miscellaneous Business Regulations" of the Kennedale City Code of Ordinances (1991), as Amended, to Allow Alcohol Sales in the Kennedale TownCenter Planned Development District

II. Originated by:

Melissa Dailey, Community Development Director

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	O644 TownCenter Alcohol Sales Exception	O644 TownCenter Alcohol Sales Exception.pdf
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ORDINANCE NO.644

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, AMENDING SECTION 11-274 "PROXIMITY TO CHURCHES, PUBLIC OR PRIVATE SCHOOLS, AND PUBLIC HOSPITALS" OF ARTICLE XI "ALCOHOLIC BEVERAGES" OF CHAPTER 11 "LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS" OF THE KENNEDALE CITY CODE OF ORDINANCES (1991), AS AMENDED, TO ALLOW ALCOHOL SALES IN THE KENNEDALE TOWNCENTER PLANNED DEVELOPMENT DISTRICT; PROVIDING A CUMULATIVE CLAUSE; 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, in order to promote the public health, safety and general welfare the City Council desires to adopt the proposed amendments to its city code in order to revise regulations governing the sale of alcoholic beverages.

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

SECTION 1.

Section 11-274 "Proximity to churches, public or private schools, and public hospitals" of Article XI "Alcoholic Beverages" of Chapter 11 "Licenses, Taxation and Miscellaneous Business Regulations" of the Kennedale City Code, as amended, is hereby revised by adding a new subsection (h) to read as follows:

- (h) Subsection (a) of this section does not apply within the boundaries of the Kennedale TownCenter Planned Development District as depicted in Ordinance No. 434.

SECTION 2.

This Ordinance shall be cumulative of all provisions of all existing ordinances and of the Kennedale City Code (1991), as amended, including but not limited to all ordinances of the City of Kennedale affecting zoning, licenses, taxation, and businesses, or sale or consumption of alcoholic beverages, 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 3.

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

SECTION 4.

This Ordinance shall be in full force and effect from and after the date of its passage and it is so ordained.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2018.

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE GALLOWAY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



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Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: EXECUTIVE SESSION - A.

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:



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Staff Report to the Honorable Mayor and City Council

Date: July 16, 2018

Agenda Item No: EXECUTIVE SESSION - B.

I. Subject:

Discussion of City Manager's Annual Evaluation

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments: