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AMENDED AGENDA

ADDED DECISION ITEM XII.H.

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | AUGUST 20, 2019
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 Texas Government Code §551.071, the City Council reserves the right to adjourn into Executive Session at any time during the Work Session or the Regular Session to discuss posted Executive Session items or to seek legal advice from the City Attorney on any item posted on the agenda.

II. WORK SESSION

A. Continued discussion regarding the City Manager's Proposed Fiscal Year 2019-2020 annual budget

B. Discussion of items on the regular agenda

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

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

VII. VISITOR AND CITIZEN FORUM

At this time, any person may address the City Council, provided that a 'Speaker Request Form' is submitted to the City Secretary before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the submitted form, and should address the Council as a whole, rather than individual Councilmembers or staff. No formal action or discussion may be taken at this time. Those wishing to speak about an agenda item should indicate as much on the "Speaker Request Form" and will be called upon to speak when the Council considers that item.

VIII. REPORTS AND ANNOUNCEMENTS

In addition to any items listed below, the Mayor and Councilmembers may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

A. Updates from the City Council

B. Updates from the Mayor
- Recognition of the Top Readers from Summer Reading Club
- Proclaiming September 2019 as Senior Center Month

C. Updates from the City Manager

IX. INCIDENTAL ITEMS

X. MONITORING INFORMATION

A. Monthly Financials for July 2019

B. KEDC Financial Report for June 2019

C. Schedule of Investment Activity for quarter ending June 30, 2019

XI. REQUIRED APPROVAL ITEMS (CONSENT)

Consent items are matters that have appeared on previous agendas, require little or no deliberation, or are considered routine. If discussion is desired, any item may be removed from Consent and considered separately.

A. Approval of the minutes from the July 16, 2019 Regular Meeting

B. Approval of the minutes from the August 8, 2019 Special Meeting

C. Consider adopting Resolution 556, amending authorized representatives of TEXPOOL local government investment pool

D. Consider adopting Resolution 557, amending authorized representatives for the Texas Short-Term Asset Reserve Program (TexSTAR) local government investment pool

E. Consider adopting Resolution 558, amending authorized representatives for the TexasTERM / TexasDAILY local government investment pool

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

G. Consider appointment of Martin Young as Vice Chair of the Board of Adjustment (BOA) / Building Board of Appeals (BBA)

XII. DECISION ITEMS

A. **Case #PZ19-02** — Consider an ordinance 667 and request by Spirals Gymnastics, Inc. for a rezoning from "PD-UV" Planned Development Urban Village to "UV" of approximately 2 acres at 1083 Bowman Springs Road, Block 1, Lot 19R, Woodlea Acres Addition, City of Kennedale, Texas

B. Consider approval of Ordinance 670, Authorizing the Issuance of Up to $2,000,000 in Principal Amount of City of Kennedale, Texas Tax Note, Series 2019; Securing the Payment Thereof by Authorizing the Levy of an Annual Ad Valorem Tax; and Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement, a Purchase Letter, and All Other Instruments and Procedures Related Thereto

C. **CASE #PZ 19-05** — Conduct a public hearing and consider Ordinance 671, regarding a request by Cannon Maki for a rezoning from "R3" Residential to "C2" Commercial for approximately 6 acres located at 5306 Kennedale Sublett Road, Abstract 792, Tract 1 Less HS, James R Hawkins Survey, City of Kennedale, Tarrant County, Texas.

D. **CASE #PZ 19-06** — Conduct a public hearing and consider Ordinance 672, regarding a request by Adlai Pennington for a rezoning from "I" Industrial to "C2" Commercial for approximately 2 acres located at 1170 E Kennedale Parkway, Abstract 378, Tract 1DD01, E C Cannon Survey, City of Kennedale, Tarrant County, Texas

E. Conduct a public hearing and consider approval of Ordinance 673, amending the Unified Development Code by including additional multi-family regulations by adding a new Section 3.6 “Additional Multi-Family Regulations”, amending Section 12.8 “Required Off-street Parking”, and amending Table 13.6 "Buffer Area Landscape Requirement.”

F. Conduct a public hearing and consider approval of Ordinance 674, amending the Unified Development Code by adding a new “R-4” Single-Family District and providing for new R-4 District regulations by amending Section 3.1 “Purpose”, Table 3.2 “Schedule of Uses: Agricultural and Residential Districts”, Table 3.3 “Spatial Requirements: Agricultural and Residential Districts”, Section 10.9.C.1 “Dwellings per Lot”, Section 11.2 “Accessory Buildings”, Section 11.30 “Residential Sales”, Section 11.36 “Sexually Oriented Businesses”, Section 11.38 “Temporary Uses”, Section 12.8 “Required Off-Street Parking”, Section 13.2 “General Landscaping Requirements”, Table 13.6 “Buffer Area Landscape Requirements”, and Section 29.5 “Board of Adjustment”.

G. Consider Ordinance 675, vacating and abandoning a 10’ utility easement on 1033 Estates Drive, Lot 9, Block 1, Brookstone Estates Addition, and authorizing the City Manager to execute a Quitclaim Deed
H. Consider approval of bid award for health insurance and authorize the City Manager to sign the agreement

XIII. EXECUTIVE SESSION

*The City Council may meet in Closed Session at any time during the Work Session or the Regular Session, pursuant to **Section 551.071** of the Texas Government Code for consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act, and the following:*

A. Discussion with the City Attorney regarding settlement agreement between Ron Sturgeon, et al and the City of Kennedale

B. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., and special exception/special use permits

C. Discussion with the City Attorney regarding an early termination and release agreement with Global Water Management, LLC

D. Discussion with City Attorney regarding legal issues associated with Economic Development and Performance Agreement, Tax Abatement, and Chapter 380 Agreement with Compressed Air Systems for project located at Harris Corporation Addition, Block 1 Lot 1A2 (Linda Road)

*Pursuant to **Section 551.087** – (1) deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1):*

E. Economic Development and Performance Agreement, Tax Abatement, and Chapter 380 Agreement with Compressed Air Systems for project located at Harris Corporation Addition, Block 1 Lot 1A2 (Linda Road)

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

XV. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE AUGUST 20, 2019 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), 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 E. Galloway

LESLIE E. GALLOWAY, CITY SECRETARY

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: WORK SESSION - A.

I. Subject:
Continued discussion regarding the City Manager's Proposed Fiscal Year 2019-2020 annual budget

II. Originated by:

George Campbell, City Manager
Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
A draft of the Proposed FY19-20 Budget was distributed to the Council on Tuesday, August 6, before being presented by City Manager George Campbell during a Special Meeting on Thursday, August 8.

The final version of the Proposed FY19-20 Budget was filed with the City Secretary's Office on Monday, August 12 (*and is available for public inspection either in person or via www.cityofkennedale.com/budget*) and distributed to the Council on Friday, August 16, along with an Informal Staff Report (attached) outlining the sources and outcome of change in proposed amounts.

At this time, Council may continue any discussion regarding the Proposed FY19-20 budget and staff will be available to answer questions.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	2019_08.16 FY19-20 Proposed Budget	2019_08.16 FY19-20 Proposed Budget.pdf

INFORMAL STAFF REPORT
to the Mayor and City Council

DATE: Friday, August 16, 2019

SUBJECT: FY19–20 Proposed Budget

ORIGINATED BY: Lakeita Sutton, Finance Director

On Thursday, August 8, 2019, a draft of the FY19–20 Proposed Budget was presented to Council by City Manager George Campbell at a Special Session. During that meeting, staff noted that adjustments to some of the proposed amounts would likely be necessary upon the receipt of pending information from external sources including the City's health insurance provider.

The final version of the FY19–20 Proposed Budget was filed with the City Secretary's Office on Monday, August 12, and is now being distributed to Council under cover of this Informal Staff Report. It is also available for public inspection at www.cityofkennedale.com/budget.

The second page of this report outlines the sources of each adjustment (by fund) along with the effect on Fund Balance projections.

Discussion regarding the FY19–20 Proposed Budget is scheduled to continue during the Work Session of Council's Tuesday, August 20 Regular Meeting.

GENERAL FUND

	Previously Proposed Amount	Updated Proposed Amount	$ Change
Health Care Increased Cost	$ 9,125	$ 17,376	$ 8,251
			$ -
Total Expenditures	$ 7,774,271	$ 7,782,522	$ 8,251
			$ -
Fund Balance Draw Down	$ 854,694	$ 862,945	$ 8,251
Fund Balance as a % of Expenditures	8.05%	7.94%	

WATER SEWER FUND

	Previously Proposed Amount	Updated Proposed Amount	$ Change
Water Utility M&O City of Arlington	1,175,000	1,075,000	(100,000)
			-
Total Expenditures	4,450,939	4,350,939	(100,000)
Fund Balance Draw Down	422,608	322,608	(100,000)
Fund Balance as a % of Expenditures	28.31%	31.26%	

TIRZ/TIF FUND

	Previously Proposed Amount	Updated Proposed Amount	$ Change
Engineering Services	10,000	-	(10,000)
			-
Total Expenditures	10,000	-	(10,000)

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT FINANCE DIRECTOR LAKEITA SUTTON AT 817-985-2110 OR LSUTTON@CITYOFKENNEDALE.COM.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: WORK SESSION - B.

I. Subject:
Discussion of items on the regular agenda

II. Originated by:

George Campbell, City Manager

III. Summary:
At this time, the Council may choose to discuss any item on the agenda.

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: August 20, 2019

Agenda Item No: REPORTS AND ANNOUNCEMENTS - A.

I. Subject:
Updates from the City Council

II. Originated by:

George Campbell, City Manager

III. Summary:
Updates and information from each of the Councilmembers, if any.

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: August 20, 2019

Agenda Item No: REPORTS AND ANNOUNCEMENTS - B.

I. Subject:
Updates from the Mayor
• Recognition of the Top Readers from Summer Reading Club
• Proclaiming September 2019 as Senior Center Month
• Proclaiming the week of September 9–14, 2019 as "The Future is Bright: A Week of Suicide Prevention"

II. Originated by:

George Campbell, City Manager

III. Summary:

Updates and information from Mayor Brian Johnson, including, but not limited to:

Recognition of the Top Readers from Summer Reading Club
The 2019 Summer Reading Club participants read a combined total of 98,560 minutes during the two-month program. Abby Lopez was the top reader with 8,500 minutes; Anna Shonkwiler was second with 3,750 minutes; and Anastasia Zyuskina was third with 3,520 minutes read.

Proclaiming September 2019 as Senior Center Month

Proclaiming the week of September 9–14, 2019 as "The Future is Bright: A Week of Suicide Prevention"
• Monday, September 9: Wear green to promote mental health awareness and to destigmatize mental health issues. (www.nami.org/Get-Involved/Awareness-Events/Awareness-Resources)
• Tuesday, September 10: National Suicide Awareness Day. Wear red to signify the importance of knowing the red flags (warning signs) of suicide. (suicidepreventionlifeline.org/how-we-can-all-prevent-suicide)
• Saturday, September 14: “Out of the Darkness” walk at Clearfork (sponsored by the American Suicide Foundation). (www.facebook.com/events/321624798731478)

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	2019_08.20 Senior Center Month 2019	2019_08.20 Senior Center Month 2019.pdf
2.	2019_08.20 Suicide Prevention Week	2019_08.20 Suicide Prevention Week.pdf

PROCLAMATION

Senior Center Month

SEPTEMBER 2019

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

WHEREAS, the Kennedale Senior Center and Sixty and Better, have acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of Kennedale, Texas; and

WHEREAS, through a wide array of services, programs, and activities, the Kennedale Senior Center and Sixty and Better empower the older citizens of Kennedale to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, the Kennedale Senior Center and Sixty and Better affirm the dignity, self-worth, and independence of older persons; tapping their experiences and knowledge; and enabling their continued contributions to the community;

NOW THEREFORE, I, Brian Johnson, Mayor of the City of Kennedale, do hereby proclaim the month of September 2019 as:

Senior Center Month

in the City of Kennedale, Texas; and call upon all citizens to recognize the contributions of the Kennedale Senior Center participants, and the efforts of the staff and volunteers who work to change the perception of aging and to create resources for older adults to live with purpose, independence, and dignity.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 20th day of August 2019.

____

MAYOR BRIAN JOHNSON

ATTEST:

____

CITY SECRETARY LESLIE E. GALLOWAY

PROCLAMATION

The Future is Bright: A Week of Suicide Prevention

SEPTEMBER 9–14, 2019

WHEREAS, United Voices for Change is a student-led organization within the Fort Worth ISD that aspires to use student voices to make positive changes on campuses and in our communities; and

WHEREAS, suicide deaths have increased by 38.5% in Tarrant County from 2008–2018, with suicide becoming the third leading cause of death in children ages 1–17 in our county; and

WHEREAS, suicidal ideations can affect anyone regardless of age, gender, or background; and

WHEREAS, every child can have a bright future and needs to know that they are important; and

WHEREAS, United Voices for Change is dedicated to reducing the frequency of suicide attempts through awareness and education, and have joined with other entities including the Suicide Awareness Coalition of Tarrant County to organize activities aimed at targeting suicide prevention; and

WHEREAS, the City Council of the City of Kennedale, Texas, is committed to supporting such suicide awareness activities in an effort to shed light on this stigmatized topic.

NOW THEREFORE, I, Brian Johnson, Mayor of the City of Kennedale, do hereby proclaim the week of September 9–14, 2019 as:

The Future is Bright: A Week of Suicide Prevention

in the City of Kennedale, Texas; and call upon all citizens to acknowledge the importance of knowing the "Red Flags" of suicide by wearing red on Suicide Awareness Day — Tuesday, September 10, 2019.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 20th day of August 2019.

____

MAYOR BRIAN JOHNSON

ATTEST:

____

CITY SECRETARY LESLIE E. GALLOWAY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: REPORTS AND ANNOUNCEMENTS - C.

I. Subject:
Updates from the City Manager

II. Originated by:

George Campbell, City Manager

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:

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: MONITORING INFORMATION - A.

I. Subject:
Monthly Financials for July 2019

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
Monthly financials and sales tax update as produced by the Finance Department.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

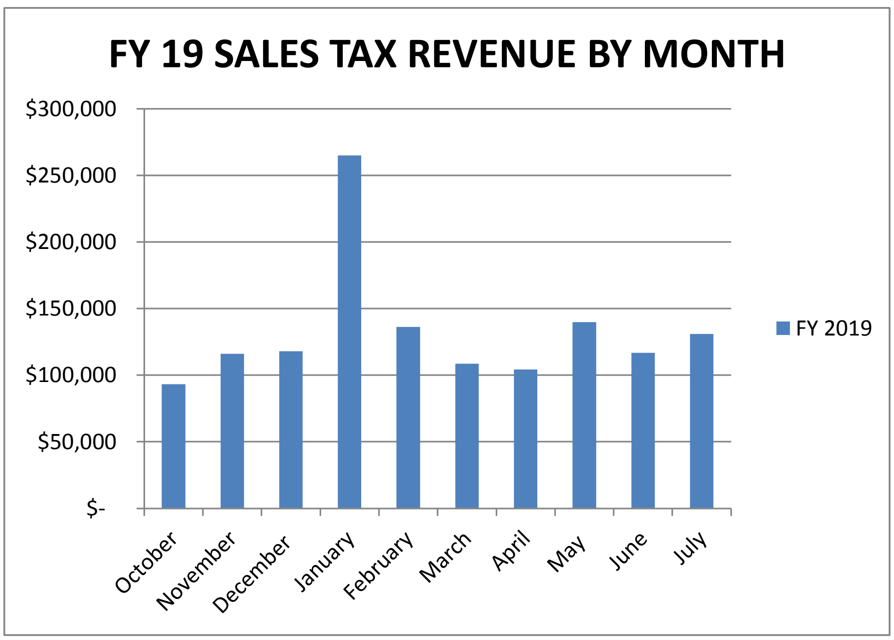
VIII. Attachments:

1.	7- 2019 SALES TAX COMPARISON	7- 2019 SALES TAX COMPARISON.pdf
2.	2019_07 Expenditure Summary By Department	2019_07 Expenditure Summary By Department.pdf
3.	Revenue Summary By Fund	Revenue Summary By Fund.pdf

CITY OF KENNEDALE
SALES TAX COMPARISON

COMPARISON BY FISCAL YEAR

	FY 2014 ACTUAL	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	VARIANCE OVER PRIOR YEAR
October	$ 65,971	$ 71,955	$ 93,137	$ 88,748	$ 103,820	$ 93,144	$ (10,676)
November	89,600	94,438	119,137	116,156	$ 114,506	$ 116,039	$ 1,533
December	94,982	82,545	97,985	81,855	$ 86,956	$ 118,085	$ 31,129
January	67,373	73,782	75,878	88,956	$ 95,425	$ 265,081	$ 169,656
February	97,781	107,571	116,006	105,794	$ 163,502	$ 136,298	$ (27,204)
March	69,685	72,312	87,589	78,644	$ 95,107	$ 108,636	$ 13,529
April	79,236	81,193	79,516	87,130	$ 123,760	$ 104,356	$ (19,404)
May	93,957	119,350	114,543	100,121	$ 129,363	$ 139,848	$ 10,485
June	77,496	128,463	83,718	80,241	$ 108,885	$ 116,904	$ 8,019
July	71,927	165,756	84,586	100,943	$ 123,268	$ 131,085	$ 7,817
August	86,597	146,297	87,693	49,590	$ 118,770		
September	67,978	177,697	91,377	86,549	$ 89,090		
	$ 962,583	$ 1,321,359	$ 1,131,165	$ 1,064,727	$ 1,352,452	$ 1,329,476	$ 184,884



CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
July 2019

EXPENDITURE SUMMARY BY DEPARTMENT

GENERAL FUND	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	% OF PY ACTUAL EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
CITY MANAGER	$ 286,041	$ 363,210	$ 365,464	$ 26,722	$ 258,208	78.8%	70.7%	$ 107,256
MAYOR/CITY COUNCIL	$ 109,253	$ 158,561	$ 177,323	$ 27,798	$ 156,586	68.9%	88.3%	$ 20,737
CITY SECRETARY	$ 104,546	$ 130,433	$ 164,073	$ 11,534	$ 129,283	80.2%	78.8%	$ 34,790
MUNICIPAL COURT	$ 73,451	$ 65,492	$ 108,148	$ 7,965	$ 80,923	112.2%	74.8%	$ 27,225
HUMAN RESOURCES	$ 134,976	$ 165,966	$ 104,909	$ 6,808	$ 73,816	81.3%	70.4%	$ 31,093
FINANCE	$ 282,587	$ 341,293	$ 358,365	$ 14,054	$ 285,834	82.8%	79.8%	$ 72,531
POLICE	$ 1,763,228	$ 2,257,421	$ 2,759,841	$ 258,646	$ 2,034,940	78.1%	73.7%	$ 724,901
FIRE	$ 1,386,401	$ 1,744,007	$ 1,907,680	$ 161,113	$ 1,529,851	79.5%	80.2%	$ 377,829
COMMUNITY DEVELOPMENT	$ 266,964	$ 338,010	$ 372,090	$ 29,237	$ 276,637	79.0%	74.3%	$ 95,453
SENIOR CITIZEN CENTER	$ 39,955	$ 49,877	$ 54,028	$ 3,647	$ 36,978	80.1%	68.4%	$ 17,050
LIBRARY	$ 220,095	$ 311,250	$ 268,259	$ 26,953	$ 216,885	70.7%	80.8%	$ 51,374
NONDEPARTMENTAL	$ 295,299	$ 414,496	$ 511,749	$ 14,142	$ 391,308	71.2%	76.5%	$ 120,441
TOTAL EXPENDITURES	$ 4,962,796	$ 6,340,016	$ 7,151,929	$ 588,619	$ 5,471,249	78.3%	76.5%	$ 1,680,680

WATER/SEWER FUND	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
UTILITY BILLING	$ 948,152	$ 1,412,952	$ 1,293,973	$ 138,652	$ 1,042,585	67.1%	80.6%	$ 251,388
WATER OPERATIONS	$ 1,061,586	$ 1,324,784	$ 1,576,197	$ 20,806	$ 943,408	80.1%	59.9%	$ 632,789
DEBT	$ 509,735	$ 175,327	$ 509,680	$ -	$ 470,199	290.7%		
W&S CAPITAL	$ 11,395	$ 15,519	$ 654,796	$ 66,981	$ 351,954		53.8%	$ 302,842
NONDEPARTMENTAL	$ 463,170	$ 1,441,811	$ 624,875	$ 47,946	$ 522,682	32.1%	83.6%	$ 102,193
TOTAL EXPENDITURES	$ 2,994,038	$ 4,370,393	$ 4,659,521	$ 274,385	$ 3,330,828	68.5%	71.5%	$ 1,328,693

STREET IMPROVEMENT FUND	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
STREETS	$ 484,806	$ 630,950	$ 740,910	$ 59,047	$ 535,820	76.8%	72.3%	$ 205,090
PARKS MAINTENANCE	$ 58,524	$ 80,379	$ 125,920	$ 8,984	$ 72,326	72.8%	57.4%	$ 53,594
CAPITAL	$ 32	$ 60,555	$ 79,058	$ 78,058	$ 79,058			
TOTAL EXPENDITURES	$ 543,362	$ 771,884	$ 945,888	$ 146,089	$ 687,204	70.4%	72.7%	$ 258,684

EDC4B FUNDS	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
ADMINISTRATION	$ 113,001	$ 142,581	$ 168,360	$ 12,539	$ 131,676	79.3%	78.2%	$ 36,684
DEBT SERVICE	$ 230,574	$ 325,006	$ 320,432	$ -	$ 150,621	70.9%	47.0%	$ 169,811
TOWN SHOPPING CENTER	$ 324,149	$ 278,194	$ 51,120	$ 4,797	$ 63,458	116.5%	124.1%	$ (12,338)
TOWNCENTER REDEVELOPMENT	$ 177,712	$ 237,866	$ -	$ -	$ 5,738			
TOTAL EXPENDITURES	$ 845,436	$ 983,647	$ 539,912	$ 17,336	$ 351,493	85.9%	65.1%	$ 188,419

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
July 2019

REVENUE SUMMARY BY FUND

REVENUES	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	% OF PY ACTUAL EARNED	% OF CY BUDGET EARNED	BUDGET REMAINING
GENERAL FUND	$ 6,004,195	$ 6,751,815	$ 6,406,759	$ 443,446	$ 6,226,312	88.9%	97.2%	$ 180,447
OTHER GENERAL FUNDS	$ 511,241	$ 1,035,991	$ 941,983	$ 80,677	$ 656,639	49.3%	69.7%	$ 285,344
GENERAL FUND	$ 6,515,436	$ 7,787,806	$ 7,348,742	$ 524,123	$ 6,882,951	83.7%	93.7%	$ 465,791
								$ -
GENERAL DEBT SERVICE FUND	$ 1,399,204	$ 1,572,159	$ 1,518,995	$ 27,969	$ 1,353,905	89.0%	89.1%	$ 165,090
								$ -
WATER/SEWER FUND	$ 3,879,443	$ 4,804,352	$ 4,010,901	$ 681,253	$ 3,514,601	80.7%	87.6%	$ 496,300
STORMWATER UTILITY FUND	$ 219,728	$ 256,278	$ 254,950	$ 22,986	$ 223,992	85.7%	87.9%	$ 30,958
WATER IMPACT FUND	$ 144,980	$ 165,170	$ 120,450	$ 3,138	$ 35,031	87.8%	29.1%	$ 85,419
SEWER IMPACT FUND	$ 79,127	$ 93,162	$ 32,664	$ 1,282	$ 17,054	84.9%	52.2%	$ 15,610
WATER/SEWER FUND	$ 4,323,278	$ 5,318,962	$ 4,418,965	$ 708,659	$ 3,790,678	81.3%	85.8%	$ 628,287
EDC4B FUND	$ 423,002	$ 991,633	$ 629,752	$ 66,974	$ 600,675	42.7%	95.4%	$ 29,077
CAPITAL FUND	$ 31,459	$ 186,462	$ 172,535	$ 10,115	$ 808,048	16.9%	468.3%	$ (635,513)
SPECIAL REVENUE FUND	$ 40,140	$ 43,873	$ 127,497	$ 82,297	$ 224,344	91.5%	176.0%	$ (96,847)
TOTAL REVENUES	$ 12,732,519	$ 15,900,895	$ 14,216,486	$ 1,420,137	$ 13,660,601	80.1%	96.1%	$ 555,885

EXPENDITURE SUMMARY BY FUND

EXPENDITURES	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	% OF PY BUDGET EXPENSED	% OF CY BUDGET EXPENSED	BUDGET REMAINING
GENERAL FUND	$ 4,962,796	$ 6,340,017	$ 7,028,284	$ 588,619	$ 5,471,249	78.3%	77.8%	$ 1,557,035
OTHER GENERAL FUND	$ 543,362	$ 1,063,510	$ 1,197,369	$ 146,089	$ 687,204	51.1%	57.4%	$ 510,165
GENERAL FUND	$ 5,506,158	$ 7,403,527	$ 8,225,653	$ 734,708	$ 6,158,453	74.4%	74.9%	$ 2,067,200
GENERAL DEBT SERVICE FUND	$ 1,420,004	$ 1,420,004	$ 1,511,744	$ 27,970	$ 1,404,196	100.0%	92.9%	$ 107,548
WATER/SEWER FUND	$ 2,994,038	$ 4,370,392	$ 4,659,521	$ 274,385	$ 3,330,828	68.5%	71.5%	$ 1,328,693
STORMWATER UTILITY FUND	$ 129,371	$ 188,545	$ 139,764	$ 36,896	$ 157,199	68.6%	112.5%	$ (17,435)
WATER IMPACT FUND	$ 144,980	$ 153,573	$ 152,525	$ 152,525	$ 152,525	94.4%	100.0%	$ -
SEWER IMPACT FUND	$ 79,127	$ 60,000	$ 60,000	$ 60,000	$ 60,000	131.9%	100.0%	$ -
WATER/SEWER FUND	$ 3,347,516	$ 4,772,510	$ 5,011,810	$ 523,806	$ 3,700,552	70.1%	73.8%	$ 1,311,258
EDC4B FUND	$ 845,436	$ 1,013,841	$ 539,912	$ 17,336	$ 351,493	83.4%	65.1%	$ 188,419
CAPITAL FUND	$ -	$ 186,536	$ 735,000	$ 4,710	$ 171,510	0.0%	23.3%	$ 563,490
SPECIAL REVENUE FUND	$ 244,709	$ 26,919	$ 11,767	$ 11,839	$ 155,321	909.1%	1320.0%	$ (143,554)
TOTAL EXPENDITURES	$ 11,363,823	$ 14,823,337	$ 16,035,886	$ 1,320,369	$ 11,941,525	76.7%	74.5%	$ 4,094,361

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: MONITORING INFORMATION - B.

I. Subject:
KEDC Financial Report for June 2019

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

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

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

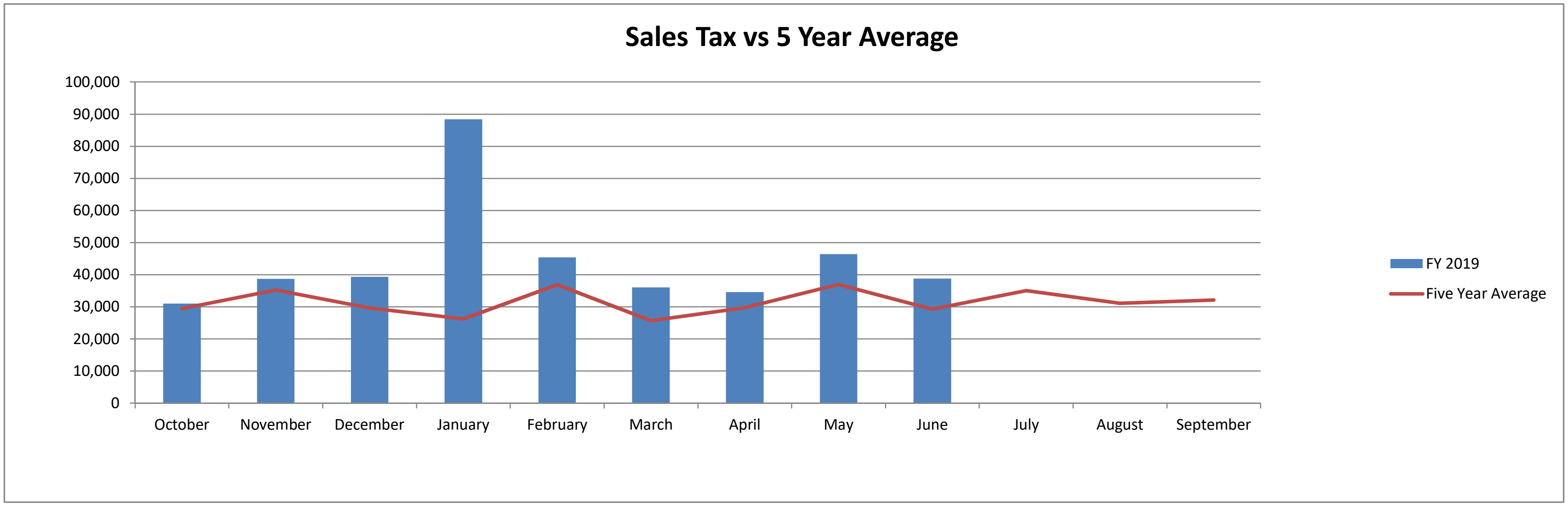
VII. Alternative Actions:

VIII. Attachments:

1.	Sales Tax Update-EDC June	Copy of 06 Sales Tax Update-EDC.pdf
2.	2019_06 Monthly Financials - EDC	2019_06 Monthly Financials - EDC.pdf

EDC Sales Tax By Month - June 2019

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY2019	$ 31,048	$ 38,680	$ 39,362	$ 88,360	$ 45,433	$ 36,033	$ 34,603	$ 46,432	$ 38,783	$ -	$ -	$ -	**$ 398,734**
FY2018	$ 34,607	$ 38,169	$ 28,985	$ 31,808	$ 54,501	$ 31,672	$ 41,253	$ 43,121	$ 36,295	$ 41,089	$ 39,590	$ 29,697	**$ 450,787**
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	**$ 354,908**
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	**$ 377,055**
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	**$ 440,453**
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	**$ 320,861**
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	**$ 309,197**
	*Net payment after correcting an audit error.												**$ -**



CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 2019

ECONOMIC DEVELOPMENT CORPORATION FINANCIALS SUMMARY

Budget Amendment

Monthly Information

1. $38,968 Sales Tax larger than 5 year average
2. Fund has cash flexibility
3. EDC director engaged in long-term planning, including relationship with Chamber, hotel status, Red's Roadhouse, and development deals

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.

Lakeita Sutton

ADDITIONAL INFORMATION
FUND 15- OPERATING FUND (ALL BILLS AND REVENUE RECEIVED IN THIS FUND)
FUND 19- CAPITAL BOND FUND (REMAINING CAPITAL MONEY)
FUND 95- RESERVE FUND FOR DEBT REQUIREMENTS

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
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EDC CASH POSITION

CATEGORY	DESCRIPTION		FY18-19 YTD
FROM PREVIOUS MONTHS REPORT:			
BEGINNING CASH BALANCE - FUND 15	(Operating Cash)	$	225,910
BEGINNING TEXPOOL BALANCE - FUND 15	(Operating Investments)	$	-
BEGINNING TEXPOOL BALANCE - FUND 19	(Unspent bond proceeds)	$	-
BEGINNING CASH BALANCE - FUND 95	(Required reserves)	$	123,731
BEGINNING CASH BALANCE - TOTAL		**$**	**349,641**
BEGINNING AVAILABLE CASH - TOTAL			**225,910**
TOTAL REVENUES MINUS EXPENDITURES FOR MONTH		$	47,078 *
ENDING CASH BALANCE - FUND 15	(Operating Cash)	$	378,514
ENDING TEXPOOL BALANCE - FUND 15	(Operating Investments)	$	-
ENDING TEXPOOL BALANCE - FUND 19	(Unspent bond proceeds)	$	-
ENDING CASH BALANCE - FUND 95	(Required reserves)	$	123,731
ENDING CASH BALANCE - TOTAL		**$**	**502,245**
UNAVAILABLE CASH - EARMARKED			
RESERVES FOR LEVERAGE NOTE	(Required reserves)	$	123,731
TOTAL UNAVAILABLE CASH		**$**	**123,731**
AVAILABLE CASH		**$**	**378,514**

*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	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTU/ USED	OF CY BUDG USED	BUDGET REMAINING
BEGINNING FUND BALANCE	**$ 313,866**	**$ 313,866**	**$ 134,784**		**$ 303,248**			
AD VALOREM TAXES	-	-	35,000	-	-		0.0%	35,000
SALES/BEVERAGE TAXES	266,682	447,132	384,598	38,968	332,803	59.6%	86.5%	51,795
INVESTMENT EARNINGS	3,410	5,399	65	780	6,535	63.2%	10054.6%	(6,470)
MISCELLANEOUS INCOME	30,248	51,522	24,120	3,071	26,467	58.7%	109.7%	(2,347)
SURPLUS SALES/RENTALS	415,888	487,579	185,969	18,820	169,855	85.3%	91.3%	16,114
TRANSFERS	-	-	29,719	-	-	0.0%	0.0%	-
TOTAL REVENUES	**$ 716,228**	**$ 991,633**	**$ 659,471**	**$ 61,639**	**$ 535,660**	**72.2%**	**81.2%**	**$ 94,092**
SUPPLIES	-	-	2,100	-	-		0.0%	2,100
MAINTENANCE	281,439	237,161	29,920	3,751	39,420	118.7%	131.8%	(9,500)
SUNDRY	141,854	183,614	187,460	10,809	138,379	77.3%	73.8%	49,081
DEBT	158,074	172,418	165,607	-	150,621	91.7%	91.0%	14,986
TRANSFERS	67,588	152,588	184,544	-	-	44.3%	0.0%	184,544
CAPITAL	177,712	237,866	-	-	5,738	74.7%		(5,738)
TOTAL EXPENDITURES	**$ 826,667**	**$ 983,646**	**$ 569,631**	**$ 14,561**	**$ 334,157**	**84.0%**	**58.7%**	**$ 235,474**
REVENUES OVER EXPENDITUI	$ (110,438)	$ 7,987	$ 89,840	$ 47,078	$ 201,503			
ENDING FUND BALANCE	**$ 203,428**	**$ 321,853**	**$ 224,624**		**$ 504,751**			
FUND BALANCE AS % OF EXP	**24.6%**	**32.7%**	**39.4%**	**0.0%**	**151.1%**			
RESERVE ($115,000) REQUIRE	$ -	$ -	$ 115,000	$ -	$ -			
RESERVE SURPLUS/(SHORTF/	**$ 203,428**	**$ 321,853**	**$ 109,624**	**$ -**	**$ 504,751**			

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 2019

15: EDC4B FUND

CATEGORY	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTU/ USED	OF CY BUDG USED	BUDGET REMAINING
BEGINNING FUND BALANC	**$ 164,460**	**$ 164,460**	**$ (15,517)**		**$ 152,017**			
AD VALOREM TAXES	-	-	35,000	-	-		0.0%	35,000
SALES/BEVERAGE TAXES	266,682	447,132	384,598	38,968	332,803	59.6%	86.5%	51,795
INVESTMENT EARNINGS	2,210	3,574	65	553	4,577	61.8%	7042.1%	(4,512)
MISCELLANEOUS INCOME	30,248	51,522	24,120	3,071	26,467	58.7%	109.7%	(2,347)
SURPLUS SALES/RENTALS	415,888	487,579	185,969	18,820	169,855	85.3%	91.3%	16,114
TOTAL REVENUES	**$ 715,027**	**$ 989,808**	**$ 629,752**	**$ 61,412**	**$ 533,702**	**72.2%**	**84.7%**	**$ 96,050**
SUPPLIES	-	-	2,100	-	-		0.0%	2,100
MAINTENANCE	281,439	237,161	29,920	3,751	39,420	118.7%	131.8%	(9,500)
SUNDRY	141,854	183,614	187,460	10,809	138,379	77.3%	73.8%	49,081
DEBT	158,074	172,418	165,607	-	150,621	91.7%	91.0%	14,986
TRANSFERS	67,588	152,588	154,825	-	-	44.3%	0.0%	154,825
CAPITAL	177,712	237,866	-	-	5,738	74.7%		
TOTAL EXPENDITURES	**$ 826,667**	**$ 983,646**	**$ 539,912**	**$ 14,561**	**$ 334,157**	**84.0%**	**61.9%**	**$ 211,493**
REVENUES OVER EXPENDI	$ (111,639)	$ 6,162	$ 89,840	$ 46,851	$ 199,545			
ENDING FUND BALANCE	**$ 52,821**	**$ 152,017**	**$ 74,323**		**$ 351,562**			
FUND BALANCE AS % OF E	**6.4%**	**15.5%**	**13.8%**	**0.0%**	**105.2%**			
RESERVE (NO REQUIREME	$ -	$ -	$ -	$ -	$ -			
RESERVE SURPLUS/(SHOR	**$ 52,821**	**$ 152,017**	**$ 74,323**	**$ -**	**$ 351,562**			

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 2019

15: EDC4B FUND

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTU/ USED	OF CY BUDG USED	BUDGET REMAINING
4002-00-00	MMD TAX-CURRENT YEAR	-	-	35,000	-	-		0.0%	35,000
	AD VALOREM TAXES	**$ -**	**$ -**	**$ 35,000**	**$ -**	**$ -**		**0.0%**	**$ 35,000**
4081-00-00	SALES TAX	266,682	447,132	384,598	38,968	332,803	59.6%	86.5%	51,795
	SALES/BEVERAGE TAXES	**$ 266,682**	**$ 447,132**	**$ 384,598**	**$ 38,968**	**$ 332,803**	**59.6%**	**86.5%**	**$ 51,795**
4401-00-00	INVESTMENT INCOME	2,210	3,574	65	553	4,577	61.8%	7042.1%	(4,512)
	INVESTMENT EARNINGS	**$ 2,210**	**$ 3,574**	**$ 65**	**$ 553**	**$ 4,577**	**61.8%**	**7042.1%**	**$ (4,512)**
4409-00-00	MISCELLANEOUS INCOME	30,248	36,624	24,120	3,071	26,467	82.6%	109.7%	(2,347)
4415-00-00	INSURANCE REIMBURSEMENTS	-	14,898	-	-	-	0.0%	0.0%	-
	MISCELLANEOUS INCOME	**$ 30,248**	**$ 51,522**	**$ 24,120**	**$ 3,071**	**$ 26,467**	**58.7%**	**109.7%**	**$ (2,347)**
4805-00-00	RENTAL FEES-SHOPPING CEN	66,709	105,856	185,223	18,820	169,855	63.0%	91.7%	15,368
4806-00-00	RENTAL INSURANCE	-	2,350	746	-	-	0.0%	0.0%	746
4902-00-00	PROCEEDS-DEBT/LOAN/LEASE	-	30,194	-	-	-	0.0%		-
4884-00-01	SALE OF ASSETS	349,179	349,179	-	-	-	100.0%		-
	SURPLUS SALES/RENTALS	**$ 415,888**	**$ 487,579**	**$ 185,969**	**$ 18,820**	**$ 169,855**	**163.0%**	**91.7%**	**$ 16,114**
	TOTAL REVENUES	**$ 715,027**	**$ 989,808**	**$ 629,752**	**$ 61,412**	**$ 533,702**	**72.2%**	**84.7%**	**$ 96,050**
	'ENUES (EXCLUDING INTEREST/TRANSFERS)	**$ 712,818**	**$ 986,234**	**$ 629,687**	**$ 60,859**	**$ 529,125**			

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

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTU/ USED	OF CY BUDG USED	BUDGET REMAINING
5240-01-00	PRINTED SUPPLIES	-	-	2,000	-	-		0.0%	2,000
5260-01-00	GENERAL OFFICE SUPPI	-	-	50	-	-	0.0%	0.0%	50
5261-01-00	POSTAGE	-	-	50	-	-	0.0%	0.0%	50
	SUPPLIES	**$ -**	**$ -**	**$ 2,100**	**$ -**	**$ -**		**0.0%**	**$ 2,100**
5501-01-00	ADVERTISING	35	35	1,200	-	-	100.0%	0.0%	1,200
5510-01-00	ASSOC DUES/PUBLICATI	4,890	4,890	5,320	-	4,932	100.0%	92.7%	388
5525-01-00	TRAINING/SEMINARS	-	-	250	-	-		0.0%	250
5565-01-00	LEGAL SERVICES	11,580	20,855	13,000	121	2,223	55.5%	17.1%	10,777
5567-01-00	AUDIT SERVICES	2,000	2,000	4,250	-	4,250	100.0%	100.0%	-
5570-01-00	SPECIAL SERVICES	12,299	13,774	250	43	275	89.3%	110.1%	(25)
5578-01-00	TRAVEL	-	-	100	-	-	0.0%	0.0%	100
5580-01-00	ENGINEERING SERVICES	-	-	-	-	-	100.0%		-
5595-01-00	ADMIN CHARGE-GENERA	61,235	81,647	117,890	9,824	88,418	75.0%	75.0%	29,472
5615-01-00	FUNCTIONAL GRANT	14,059	19,380	24,000	-	19,040	72.5%	79.3%	4,960
	SUNDRY	**$ 106,098**	**$ 142,581**	**$ 166,260**	**$ 9,988**	**$ 119,137**	**74.4%**	**71.7%**	**$ 47,123**
	CAPITAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**		**$ -**
	TOTAL EXPENDITURES	**$ 106,098**	**$ 142,581**	**$ 168,360**	**$ 9,988**	**$ 119,137**	**74.4%**	**70.8%**	**$ 49,223**

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

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY BUDGI USED	OF CY BUDGI USED	BUDGET REMAINING
5643-01-03	2007 $1.2M TAX BOND-INTI	54,831	54,831	50,735	-	50,689	100.0%	99.9%	46
5644-01-03	2007 $1.2M TAX BOND-PRII	60,000	60,000	60,000	-	60,000	100.0%	100.0%	-
5645-01-03	2011 $1.7M TX LEVERAGE-	13,291	17,926	12,834	-	13,503	74.1%	105.2%	(669)
5646-01-03	2011 $1.7M TX LEVERAGE-	29,952	39,661	42,038	-	26,429	75.5%	62.9%	15,609
	DEBT	**$ 158,074**	**$ 172,418**	**$ 165,607**	**$ -**	**$ 150,621**	**91.7%**	**91.0%**	**$ 14,986**
5702-01-03	TRANSFER OUT-DEBT SEF	67,588	152,588	154,825	-	-	44.3%	0.0%	154,825
	TRANSFER	**$ 67,588**	**$ 152,588**	**$ 154,825**	**$ -**	**$ -**	**44.3%**	**0.0%**	**$ 154,825**
	TOTAL EXPENDITURES	**$ 225,662**	**$ 325,006**	**$ 320,432**	**$ -**	**$ 150,621**	**69.4%**	**47.0%**	**$ 169,811**

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

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTUA USED	OF CY BUDGI USED	BUDGET REMAINING
5403-02-00	BUILDING MAINTENAI	281,439	237,161	29,920	3,751	39,420	118.7%	131.8%	(9,500)
	MAINTENANCE	**$ 281,439**	**$ 237,161**	**$ 29,920**	**$ 3,751**	**$ 39,420**	**118.7%**	**131.8%**	**$ (9,500)**
5530-02-00	ELECTRIC SERVICES	4,224	8,002	6,700	322	3,602	52.8%	53.8%	3,098
5545-02-00	INSURANCE-PROPER	8,341	8,341	8,500	-	11,139	100.0%	131.0%	(2,639)
5570-02-00	SPECIAL SERVICES	23,191	24,691	6,000	500	4,500	93.9%	75.0%	1,500
	SUNDRY	**$ 35,756**	**$ 41,033**	**$ 21,200**	**$ 822**	**$ 19,242**	**87.1%**	**90.8%**	**$ 1,958**
	TOTAL EXPENDITURES	**$ 317,195**	**$ 278,194**	**$ 51,120**	**$ 4,573**	**$ 58,661**	**114.0%**	**114.8%**	**$ (7,541)**

CITY OF KENNEDALE
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15: EDC4B FUND
03: TOWN CENTER REDEVELOPMENT

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTUAL USED	F CY BUD USED	BUDGET REMAINING
5847-03-00	CONSTRUCTION	177,712	237,866	-	-	5,738	0.0%		(5,738)
	CAPITAL	**$ 177,712**	**$ 237,866**	**$ -**	**$ -**	**$ 5,738**	**0.0%**		**$ (5,738)**
	TOTAL EXPENDITURES	**$ 177,712**	**$ 237,866**	**$ -**	**$ -**	**$ 5,738**	**0.0%**		**$ (5,738)**

CITY OF KENNEDALE
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15: EDC4B FUND
04: TEXAS LEVERAGE PROGRAM

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTUAL USED	OF CY BUDGET USED	BUDGET REMAINING
5800-04-00	LAND	-	-	-	-	-		0.0%	-
	CAPITAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**0.0%**	**$ -**
	TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**0.0%**	**$ -**

CITY OF KENNEDALE
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19: EDC4B CAPITAL BOND FUND

CATEGORY	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTU/ USED	OF CY BUDG USED	BUDGET REMAINING
BEGINNING FUND BALAN(	**$ 29,444**	**$ 29,444**	**$ 29,719**		**$ 29,904**			
INVESTMENT EARNINGS	313	460	-	-	-	68.1%		-
TOTAL REVENUES	**$ 313**	**$ 460**	**$ -**	**$ -**	**$ -**	**68.1%**		**$ -**
TRANSFERS	-	-	29,719	-	-	0.0%	0.0%	-
CAPITAL	-	-	-	-	-	0.0%	0.0%	-
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 29,719**	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**
REVENUES OVER EXPEND	$ 313	$ 460	$ (29,719)	$ -	$ -			
ENDING FUND BALANCE	**$ 29,757**	**$ 29,904**	**$ 0**		**$ 29,904**			
FUND BALANCE AS % OF I	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**			
RESERVE (NO REQUIREMI	$ -	$ -	$ -	$ -	$ -			
RESERVE SURPLUS/(SHOI	**$ 29,757**	**$ 29,904**	**$ 0**	**$ -**	**$ 29,904**			

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 2019

19: EDC4B CAPITAL BOND FUND

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTUAL USED	OF CY BUDGET USED	BUDGET REMAINING
4401-00-00	INVESTMENT INCOME	313	460	-	-	-	68.1%		-
	INVESTMENT EARNINGS	**$ 313**	**$ 460**	**$ -**	**$ -**	**$ -**	**68.1%**		**$ -**
	TOTAL REVENUES	**$ 313**	**$ 460**	**$ -**	**$ -**	**$ -**	**68.1%**		**$ -**

19: EDC4B CAPITAL BOND FUND
01: TOWN CENTER REDEVELOPMENT

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTUAL USED	OF CY BUDGET USED	BUDGET REMAINING
5580-01-00	TRANSFER OUT	-	-	-	-	-	0.0%	0.0%	-
	TRANSFERS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**
5800-01-00	LAND	-	-	-	-	-	0.0%	0.0%	-
5847-01-00	CONSTRUCTION	-	-	-	-	-	0.0%	0.0%	-
	CAPITAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**
	TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 2019

95: EDC4B RESERVE FUND

CATEGORY	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY ACTU/ USED	OF CY BUDG USED	BUDGET REMAINING
BEGINNING FUND BALANCI	**$ 119,962**	**$ 119,962**	**$ 120,582**		**$ 121,327**			
INVESTMENT EARNINGS	888	1,365	-	227	1,958	65.0%		(1,958)
TOTAL REVENUES	**$ 888**	**$ 1,365**	**$ -**	**$ 227**	**$ 1,958**	**65.0%**		**$ (1,958)**
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**
REVENUES OVER EXPENDI	$ 888	$ 1,365	$ -	$ 227	$ 1,958			
ENDING FUND BALANCE	**$ 120,850**	**$ 121,327**	**$ 120,582**		**$ 123,285**			
FUND BALANCE AS % OF E	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**			
RESERVE ($112,606 REQUIF	$ 112,606	$ 112,606	$ 112,606	$ 112,606	$ 112,606			
RESERVE SURPLUS/(SHOR	**$ 8,244**	**$ 8,721**	**$ 7,976**	**$ (112,606)**	**$ 10,679**			

CITY OF KENNEDALE
ANNUAL PROGRAM OF SERVICES
June 2019

95: EDC4B RESERVE FUND

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY BUDGET USED	OF CY BUDGET USED	BUDGET REMAINING
4401-00-00	INVESTMENT INCOM	888	1,365	-	227	1,958	65.0%		(1,958)
	INVESTMENT EARNI	**$ 888**	**$ 1,365**	$ -	**$ 227**	**$ 1,958**	**65.0%**		**$ (1,958)**
	TOTAL REVENUES	**$ 888**	**$ 1,365**	$ -	**$ 227**	**$ 1,958**	**65.0%**		**$ (1,958)**

95: EDC4B RESERVE FUND

ACCOUNT	ACCOUNT NAME	FY17-18 YTD	FY17-18 ACTUAL	FY18-19 ADOPTED	CURRENT MONTH	FY18-19 YTD	OF PY BUDGET USED	OF CY BUDGET USED	BUDGET REMAINING
	TRANSFERS	**$ -**	**$ -**	$ -	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**
	TOTAL EXPENDITUR	**$ -**	**$ -**	$ -	**$ -**	**$ -**	**0.0%**	**0.0%**	**$ -**

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: MONITORING INFORMATION - C.

I. Subject:
Schedule of Investment Activity for quarter ending June 30, 2019

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
In accordance with Public Funds Investment Act (PFIA), the investments should be reported quarterly. This is for the third quarter for FY19 and subsequently will be presented for each quarter to Council to stay current with PFIA.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	JUNE_2019 Investment Report_form	JUNE_2019 Investment Report_form.pdf

CITY OF KENNEDALE, TEXAS
INVESTMENT REPORT
FOR QUARTER ENDING JUNE 30, 2019

The Quarterly Investment Report provides the City's investment portfolio position as of the report period indicated above. Funds are invested in accordance with the City of Kennedale Investment Policy, as originally adopted on September 13, 2001 and most recently reviewed and adopted in June of 2018.

SUMMARY OF INVESTMENTS FOR THE QUARTER

100% of the City of Kennedale's investments are owned by the Pooled Cash Fund. As of the reporting quarter, 93.88% of the City's investments are in investment pools, and 6.12% are invested in money market savings accounts.

INVESTMENT STRATEGIES

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

INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN

Certificates of Deposit (50%), Investment Pools (100%)* , Money Market Mutual Funds (100%)*, Repurchase Agreements (50%)*, Government Obligations (25%), US Treasury & US Agency Callables (25%), US Government Agencies & Instrumentalities (100%), and US Treasury Notes/Bills (100%)

*(no more than 50% in any individual pool, fund, or repurchase agreement)

CASH BREAKDOWN BY FUND						
Fund		**Apr-19**		**May-19**		**Jun-19**
01- General Fund	$	3,042,461.23	$	2,745,233.12	$	2,615,140.42
02- Debt Service Fund	$	121,720.70	$	111,046.21	$	139,016.06
04- Capital Project Fund	$	42,404.57	$	49,302.88	$	64,803.72
05- Capital Replacement Fund	$	197,877.78	$	189,816.56	$	182,210.98
07- Storm Drainage Utility Fund	$	45,847.42	$	39,401.85	$	50,962.55
10- Water/Sewer Fund	$	1,792,770.69	$	1,865,487.04	$	1,524,623.22
12- Court Security Fund	$	19,650.97	$	19,958.18	$	20,264.46
13-CIP Tax Note	$	713,951.85	$	703,753.24	$	700,327.74
14- Park Dedication Fund	$	160,314.14	$	160,927.46	$	161,222.22
15- Economic Development Fund	$	205,632.97	$	225,909.68	$	378,514.03
16- Court Technology Fund	$	9,637.44	$	9,181.24	$	9,557.72
17- Streets Improvement Fund	$	340,002.39	$	309,532.65	$	485,330.38
18- Juvenile Case Manager Fund	$	10,541.90	$	10,227.89	$	9,835.07
21- TIF #1 New Hope Fund	$	103,833.96	$	125,725.83	$	125,956.14
31- Police Seizure	$	651.17	$	652.44	$	653.64
32- Library Building Fund	$	(5,232.47)	$	(4,977.99)	$	(4,820.89)
34- LEOSE Fund	$	1,878.07	$	1,881.75	$	1,885.20
41- Park Rec/Other Donation Fund	$	11,991.32	$	12,894.37	$	19,705.70
45- Roadway Impact Fee Fund	$	275,872.02	$	277,748.34	$	282,269.73
61- Water Impact Fee Fund	$	152,157.59	$	153,943.14	$	161,085.69
62- Sewer Impact Fee Fund	$	132,191.81	$	133,530.98	$	135,560.87
83- Tree Reforestation Fund	$	69,791.53	$	69,927.81	$	70,055.89
85- Unclaimed Property Fund	$	1,990.24	$	1,990.24	$	1,990.24
95- EDC Reserve Fund	$	123,489.69	$	123,730.82	$	123,957.45
TOTAL ALL FUNDS	**$**	**7,571,428.98**	**$**	**7,336,825.73**	**$**	**7,260,108.23**

WELLS FARGO ACCOUNTS RECONCILIATION

Bank Account	March 31, 2019 GL Balance	March 31, 2019 Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2019 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 428,664.20	$ 428,664.20	$ 1,336,388.53	$ (1,181,935.16)		$ 1,168,882.19	$ (1,254,755.65)		$ 915,502.22	$ (972,478.00)		$ 440,268.33	$ 440,268.33	$ -
Payroll Clearing	$ 49,405.93	$ 49,405.93	$ 309,447.58	$ (358,260.61)		$ 298,299.08	$ (298,879.96)		$ 304,930.42	$ (304,928.24)		$ 14.20	$ 14.20	$ -
Section 125 Flex	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Health Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Employee Health Benefit Trust	$ 39,684.55	$ 39,684.55	$ -	$ (39,677.26)	$ 0.21	$ 75,048.43	$ (36,374.00)			$ (38,674.00)	$ 1.06	$ 8.99	$ 8.99	$ -
Economic Development Corp	$ 30,177.70	$ 30,177.70	$ -	$ (42.67)		$ -	$ (43.15)	$ -	$ -	$ (42.63)	$ -	$ 30,049.25	$ 30,049.25	$ -
TOTAL WELLS FARGO ACCOUNTS	**$ 119,268.18**	**$ 119,268.18**										**470,340.77**	**470,340.77**	-

TEX TERM INVESTMENTS

Bank Account	March 31, 2019 GL Balance	March 31, 2019 Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2019 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 32,595.02	$ 32,595.02	$ -	$ -	$ 64.49		$ -	$ 66.91		$ -	$ 64.74	$ 32,791.16	$ 32,791.16	$ -
TOTAL TEX DAILY ACCOUNTS	**$ 32,595.02**	**$ 32,595.02**										**32,791.16**	**32,791.16**	-

TEX STAR INVESTMENTS

Bank Account	March 31, 2019 GL Balance	March 31, 2019 Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2019 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 339,347.99	$ 339,347.99	$ -	$ -	$ 676.17	$ -	$ -	$ 694.48	$ -	$ -	$ 666.14	$ 341,384.78	$ 341,384.78	$ -
TOTAL TEX STAR ACCOUNTS	**$ 339,347.99**	**$ 339,347.99**										**341,384.78**	**341,384.78**	-

TEX POOL INVESTMENTS

Bank Account	March 31, 2019 GL Balance	March 31, 2019 Bank Balance	Add: April Deposits	Less: April Withdrawals	Add: April Interest	Add: May Deposits	Less: May Withdrawals	Add: May Interest	Add: June Deposits	Less: June Withdrawals	Add: June Interest	June 30, 2019 Ending Bank Balance	Ending GL Balance	Unreconciled Difference
Consolidated Cash	$ 7,573,940.12	$ 7,573,940.12	$ 198,386.58	$ (875,932.15)	$ 14,402.86	$ 231,160.22	$ (657,815.35)	$ 13,774.03	$ 231,415.73	$ (232,855.87)	$ 12,629.67	$ 6,509,105.84	$ 6,509,105.84	$ -
TOTAL TEX POOL ACCOUNTS	**$ 7,573,940.12**	**$ 7,573,940.12**										**6,509,105.84**	**6,509,105.84**	-

	31-Mar-19	30-Jun-19
TOTAL INVESTMENT POOLS	$ 7,945,883.13	6,883,281.78

APR %	
Wells Fargo Payroll Clearning	0.04%-0.05%
Wells Fargo Section 125 Flex	0.04%-0.05%

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

I. Subject:
Approval of the minutes from the July 16, 2019 Regular Meeting

II. Originated by:

Leslie E. Galloway, City Secretary & Communications Coordinator

III. Summary:
Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	2019_07.16_Minutes_City Council Regular Meeting_DRAFT	2019_07.16_Minutes_City Council Regular Meeting_DRAFT.pdf

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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | JULY 16, 2019
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
WORK SESSION AT 5:30 PM | REGULAR SESSION AT 7:00 PM

I. CALL TO ORDER
Mayor Brian Johnson called the Work Session to order at 5:30 p.m.

II. WORK SESSION

A. Review the 2019 Board and Commission appointment process and calendar

City Manager George Campbell stated that the packet included the memberships of the current boards and a proposed timeline for the appointment process. He added that there was an item on this agenda to fill vacancies now, if Council chose to do so. The consensus among the Council at this time was to not require returning applicants to interview, but to only interview new applicants.

- **Jeff Nevarez**, *338 Spring Branch Lane*, spoke on behalf of the Parks Board stating that, following the resignation of Michael Chandler, the Board respectfully recommended appointment of Kenneth Michels to that vacancy at this time, if possible.

Mayor Brian Johnson stated his preference for Councilmember Rhodes to replace former Councilmember Rockie Gilley on the TownCenter Development (TDD) Board; and for Councilmembers Pugh and Wandel to fill standing vacancies on the Tax Increment Reinvestment Zone (TIRZ) #1 Board. He added that the representatives from Tarrant County and Tarrant Council College (TCC) were no longer with those organizations. Campbell stated that staff would reach out to the three taxing units with a place on the board to request updated representatives.

B. Discuss and provide staff direction regarding the possible issuance of $2,000,000 of tax notes for capital projects

City Manager George Campbell stated that staff proposed including the issuance of $2 million in tax notes on the August 20 agenda; and provided a tax rate impact analysis from SAMCO Capital showing that in order to maintain the existing I&S tax rate in 2020, it was advisable to issue $2 million in tax notes in 2019 (of a proposed estimated $18 million over the next several years). He added that Finance Director Lakeita Sutton was available to answer any questions. There was some discussion about the current needs this debt might address including acquisition of rights-of-way for streets, economic development, and parks or open space projects; that the issuance would have no effect on the tax rate; and the repayment schedule. There was a consensus among Council to add this item to the August 20 agenda.

C. Discussion of items on the regular agenda

In response to a question from Councilmember Pugh, City Manager George Campbell stated that staff had provided the vote record of the Planning & Zoning Commission regarding two of tonight's cases; and that Director of Planning & Economic Development Melissa Dailey would present each case and be available to answer questions.

Mayor Johnson recessed to Executive Session at 5:44 p.m.

III. REGULAR SESSION
Mayor Brian Johnson called the Regular Session to order at 7:00 p.m.

IV. ROLL CALL

Present: Mayor Brian Johnson; Mayor Pro Tem Sandra Lee, Place 3;Chris Pugh, Place 2; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** Josh Altom, Place 1.

Staff: City Manager George Campbell, City Secretary & Communications Coordinator Leslie E. Galloway, City Attorney Drew Larkin, Finance Director Lakeita Sutton, Director of Planning & Economic Development Melissa Dailey, Public Works Director Larry Hoover, Library Director Amanda King, Fire Chief James Brown, Police Chief Tommy Williams, Director of Human Resources and Administrative Services Danielle Clarke, Planner Meghan Riddlespurger

V. INVOCATION

Pastor Greg Adams of Covenant Life Baptist Church offered the invocation.

VI. UNITED STATES PLEDGE AND TEXAS PLEDGE

VII. VISITOR AND CITIZEN FORUM

- **Jeff Nevarez**, *338 Spring Branch Lane*, spoke on behalf of the Kennedale Rotary Club, announcing that on the last Tuesday of each month the organization would be holding an evening meeting at 6:30 p.m. at the Tipsy Turtle; that membership was growing; and that vendors and sponsors were currently being sought for the Chili Cook-Off on Saturday, November 2.
- **Sarah Johnson Cotton**, *700 Crestview Drive*, spoke on behalf of Senior Outreach – Kennedale, announcing that the organization had a meeting on July 22, at 6:00 p.m. at Blessed Hope Baptist Church; that paint was donated for the Senior Center; that there would be an Senior Aging Wellness meeting on Thursday, August 8, at 1:00 p.m. also at Blessed Hope; and discussed the partnership between the YMCA and the Senior Center for a swim class.
- **Tanya Ehler**, *2308 Dobree Street in Mansfield*, spoke on behalf of the Tejas District Day Camp, announcing the Boy Scouts' appreciation of the use of Sonora Park for the event, for staff's help in coordinating State required water testing, and the response of the Kennedale Police Department after the unfortunate overnight vandalism of the campsite.

VIII. REPORTS AND ANNOUNCEMENTS

A. Updates from the City Council
  - **Chris Rhodes**, **Place 2**, had no announcements at this time.
  - **Mayor Pro Tem Lee**, **Place 3**, had no announcements at this time.
  - **Linda Rhodes**, **Place 4**, announced that she appreciated staff's response to her proposal of the City potentially hosting a Chute 2 Productions rodeo event, which would be presented for consideration at an upcoming Parks & Recreation Board Meeting.
  - **Chad Wandell**, **Place 5**, had no announcements at this time.

B. Updates from the Mayor

Mayor Brian Johnson thanked Councilmember Wandell for inviting City staff to a Texas Rangers game at his office at the ballpark; announced that he spoke at the Fort Worth Rotary regarding transportation and toured Alliance Airport; and thanked Firefighter Kristin Dumas who was among the responders when he lost consciousness during a bike ride hosted by Fort Worth Mayor Betsy Price. Mayor Brian Johnson and Mayor Pro Tem Lee then recognized all 2018–19 YAC members. YAC President Leland Murphy and Secretary Kayla Guevara were in attendance.

C. Updates from the City Manager

City Manager George Campbell introduced new Finance Director Lakeita Sutton; announced that a Community Development Block Grant (CDBG) survey was available through July 31; and announced the City's partnership with the Tarrant County HOME Program.

IX. INCIDENTAL ITEMS

X. MONITORING INFORMATION

A. Monthly Financials for June 2019

There was no discussion at this time.

B. KEDC Financial Report for May 2019

There was no discussion at this time.

XI. REQUIRED APPROVAL ITEMS (CONSENT)

A. Approval of the minutes from the June 20, 2019 Regular Meeting

B. Approval of tax collection contract with the Tarrant County Tax Office

C. Approval of an Interlocal Agreement with Tarrant County in the amount of $7,500.00 for roadside ditch line maintenance of selected streets and any other minor drainage needs that may arise during the project time period

Motion To Approve. **Action** Approve the Consent Agenda (*including the corrected version of the June 20, 2019 minutes as presented by staff this evening*). **Moved By** Pugh. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

XII. DECISION ITEMS

ITEM XIV. (ACTION PURSUANT TO EXECUTIVE SESSION) WAS TAKEN OUT OF ORDER. A MOTION WAS MADE IMMEDIATELY FOLLOWING THE MOTION TO APPROVE XI. REQUIRED APPROVAL ITEMS (CONSENT), BUT BEFORE DECISION ITEM XII.A.

A. Consider making appointments to the 2019–2020 Youth Advisory Council (YAC)

Councilmember Pugh stated his desire to increase City Council involvement with YAC.

Motion To Approve. **Action** Approve the appointment of incumbents Allen Constantino, Kayla Guevara, Quincy Martin, Allie Murphy, Riya Patel, and Ryan Roller; and new applicants Libby Beck, Ella Beene, Amaya Constantino, Amber Guo, Bri Hull, Grant McConnell, Julia McHugh, Luc Ngo, Jaiden Patel, Michelle Pham, Preston Roller, Christian Rockin, Lillian Rychlik, Luciane Williams to the 2019-20 Youth Advisory Council (YAC). **Moved By** Rhodes. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

B. Consider making appointments to various advisory boards and commissions, including the TownCenter Development District (TDD) Board, the Tax Increment Reinvestment Zone #1 (TIRZ) Board, and the Parks & Recreation Board

Motion To Approve. **Action** Approve the appointment of Kenneth Michels to the Parks and Recreation Board, Place 3. **Moved By** Pugh. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

Motion To Approve. **Action** Approve the appointment of April Coltharp to the TownCenter Development District (TDD) Board, Place 2; and Councilmember Linda Rhodes to TDD Place 5. **Moved By** Wandel. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

Motion To Approve. **Action** Approve the appointment of Councilmember Chris Pugh to the Tax Increment Reinvestment Zone (TIRZ) Board, Place 3; and Councilmember Chad Wandel to TIRZ, Place 4. **Moved By** Rhodes. **Seconded By** Mayor Pro Tem Lee. **Motion passes unanimously.**

C. Consider authorizing the City Manager to enter into a contract with ABLe Communications for improvements to the Council Chambers audiovisual equipment

City Manager George Campbell noted that the quote included the purchase and installation of large presentation monitors for the Council and the audience, improvements to the sound system, the ability to film and upload meetings (with livestreaming in the future), and the reinstatement electronic voting. He added that the cost of the low proposal was $49,964, and that staff would recommend approval. Campbell added that the City already had the voting software, that iPads would be utilized for packets, and that unused televisions and monitors would be removed.

Motion To Approve. **Action** Approve authorizing the City Manager to enter into a contract with ABLe Communications for improvements to the Council Chambers audiovisual equipment. **Moved By** Mayor Pro Tem Lee. **Seconded By** Wandel. **Motion passes unanimously.**

In response to a question from Councilmember Pugh, Campbell stated that it was possible these improvements would be made in time for the August 20 regular meeting; and in response to a question from Mayor Johnson that Council meetings would be the first meetings to benefit from the technology, but that it was planned to be extended to other boards meeting in the chambers.

D. Hold a public hearing and consider a request by ODAAT 52, LLC for a variance at 1375 Gilman Road to sell alcoholic beverages within 300 feet of a church, public or private school, or public hospital as required by Municipal Code, Article XI, Section 11.274

There were no requests to speak at the public hearing.

Director of Planning & Economic Development Melissa Dailey stated that Adlai Pennington, owner of the property, desired to open a facility similar to Red's Roadhouse – with entertainment, food, and alcohol. She noted that, in addition to advertising and mailing notices, staff also proactively called the church to request input, but that no response (in opposition or otherwise) was received.

Motion To Approve. **Action** Approve a request by ODAAT 52, LLC for a variance at 1375 Gilman Road to sell alcoholic beverages within 300 feet of a church, public or private school, or public hospital as required by Municipal Code, Article XI, Section 11.274. **Moved By** Pugh. **Seconded By** Wandel.

In response to a question from Councilmember Wandel, Dailey stated that Pennington also owned the property and building being occupied by the church.

Motion passes unanimously.

E. **Case #PZ19-02** — Hold a public hearing and consider an ordinance and request by Spirals Gymnastics, Inc. for a rezoning from "PD-UV" Planned Development Urban Village to "UV" of approximately 2 acres at 1083 Bowman Springs Road, Block 1, Lot 19R, Woodlea Acres Addition, City of Kennedale, Texas

There were no requests to speak at the public hearing.

Director of Planning & Economic Development Melissa Dailey stated that when the applicant originally approached City staff in 2015 regarding the construction of this building – which houses Spirals Gymnastics – that the Zoning Ordinance (or Unified Development Code (UDC)) was being updated, and the Urban Village ("UV") zoning was not yet available. Therefore, the applicant was granted a PD-UV zoning, with assurance from then City Manager Bob Hart that they could rezone to UV. Dailey added that this location is across from Fellowship Academy; that the surrounding zoning was Agricultural, Residential, Commercial, and Industrial; and that the Future Land Use Plan designates the site as a commercial corridor. She noted that the Planning and Zoning Commission (P&Z) denied the request with a vote of 4-3; but that staff did recommend approval.

Discussion included compliance with current zoning, what might be required to meet stricter UV standards, a letter written by then City Manager Bob Hart, the current Council's authority over the decision at hand, features of the lot, and the surrounding uses.

Motion To Approve. **Action** Approve Ordinance 667 and a request by Spirals Gymnastics, Inc. for a rezoning from "PD-UV" Planned Development Urban Village to "UV" of approximately 2 acres at 1083 Bowman Springs Road, Block 1, Lot 19R, Woodlea Acres Addition, City of Kennedale, Texas. **Moved By** Wandel. **Seconded By** Pugh.

Councilmember Rhodes noted that including the letter in the packet would have been helpful.

Motion denied 2-3, with Pugh and Wandel voting for, Mayor Pro Tem Lee and Rhodes voting against, and Mayor Johnson breaking the tie with a vote against.

F. **Case #PZ19-03** — Hold a public hearing and consider an ordinance and request by Water Tank Services, LLC for a modification to the "PD" Planned Development, Ordinance 561, Section 2.7 related to building materials at 6901 Mansfield Cardinal Road, Lot 4, Jesse Russell Addition, City of Kennedale, Texas

Mayor Johnson opened the Public Hearing at 7:42 p.m.

- **Michael Green**, *1501 W Randol Mill in Arlington*, an attorney on behalf of the applicant, spoke in favor of Case #PZ19-03.

Mayor Johnson closed the Public Hearing at 7:44 p.m.

Director of Planning & Economic Development Melissa Dailey stated that staff recommended approval, noting that this request waives the masonry requirement for the existing building, but future structures would have to comply. Mayor Johnson noted complaints against the previous owners. Dailey added that she received calls from residents, but that none had any concerns.

Motion To Approve. **Action** Approve Ordinance 668, regarding a request by Water Tank Services, LLC for a modification to the "PD" Planned Development, Ordinance 561, Section 2.7 related to building materials at 6901 Mansfield Cardinal Road, Lot 4, Jesse Russell Addition, City of Kennedale, Texas. **Moved By** Rhodes. **Seconded By** Wandel. **Motion passes unanimously.**

G. **Case #PZ19-04** — Hold a public hearing and consider an ordinance and request by KD Hammack Creek Housing, LP for a rezoning from “AG” Agricultural to “UV” Urban Village for approximately 12 acres located at 406 Crestview Drive, Block 2, Lot 1, Hammack Creek Addition, 121 E Kennedale Parkway, Block 2, Lot 2, Hammack Creek Addition, 129 E. Kennedale Parkway, Block 2, Lot 3, Hammack Creek Addition, 220 Kennedale Sublett Rd, Block 2, Lot 4, Hammack Creek Addition, 337 Kennedale Sublett Road, Jesse B Renfro Survey, Abstract 1260, Tract 3D, and 345 Kennedale Sublett Road, Jesse B Renfro Survey, Abstract 1260, Tract 3D01, City of Kennedale, Tarrant County, Texas

Director of Planning & Economic Development Melissa Dailey stated that the current request was specifically for the lot 300 feet behind Kennedale Parkway; and that the applicant intended to request a rezoning for the remainder in the future. She noted that the current zoning was Agricultural (AG), but that the Future Land Use Plan designated this site as a commercial corridor along Kennedale Parkway and residential behind. Dailey stated that it was a straight zoning case and was approved by the Planning & Zoning (P&Z) Commission with a vote of 4-2-1.

Mayor Johnson opened the Public Hearing at 7:51 p.m.

- **Anthony Bichel**, *908 Shady Vale Drive*, spoke in opposition of Case #PZ19-04.
- **Frank Fernandez**, *911 Shady Vale Drive*, spoke in opposition of Case #PZ19-04.
- **Sara Johnson Cotton**, *700 Crestview Drive*, spoke in opposition of Case #PZ19-04.
- **Roy Stott**, *1260 Elmbrook Drive*, spoke in opposition of Case #PZ19-04.
- **Kay Seat**, *1325 Meadowview Drive*, spoke in opposition of Case #PZ19-04.

Councilmember Pugh responded that the City does have a Building Inspector and that this decision had been under consideration for three years.

- **Jonathan Beranek**, *619 Reeves Lane*, spoke in opposition of Case #PZ19-04.

Mayor Johnson responded that strict subdivision ordinances would apply to this development under the UV Zoning, that he would agree a traffic study may be needed, that water runoff engineering would be required, and that other Cities are benefitting from similar projects.

- **Sam Masner**, *100 Creekside Court*, spoke in opposition of Case #PZ19-04.
- **Eric Elam, Sr.**, **Linda Elam**, **Austen Elam**, and **Phillip Elam, Jr.**, *349 Sublett Road*, did not speak, but registered in favor of Case #PZ19-04.

Mayor Johnson closed the public hearing at 8:12 p.m.

Deepak Sulakhe, CEO of OM Housing, and Jason Lain, Director of Acquisitions for OM Housing, were both available to answer questions from Council. Sulakhe discussed items including infrastructure, traffic flow, the quality of the development and the stringent requirements of UV Zoning, erosion and runoff, the financing of ongoing maintenance and repairs, and this project serving as a catalyst to revitalize this portion of the City.

Councilmember Pugh asked about the awards won by OM Housing, including the “Best Suburban Multifamily Project of the Year” from the Dallas Business Journal, as well as Mr. Sulakhe’s long history as a developer in North Texas. In response to a question from Councilmember Rhodes, Sulakhe stated that the Council tabled this three years ago because of unfamiliarity with mixed use development; and Mayor Johnson added that there was a short deadline at that time.

Councilmember Wandel stated that he did have some concerns about the concept plan itself, but felt that traffic problems were partially caused by the one-way streets in the area; noted that, on average, apartment dwellers have fewer cars and children per household; that higher density housing makes more efficient use of City staff; and closed by urging everyone to judge the project on its own merits rather than discriminating against the demographic it might serve.

Dailey addressed citizen concerns, noting that the City did have a Code Compliance Officer and a Building Inspector; that the City participates in the iSWM (Integrated Stormwater Management) Program, which has stringent requirements aimed at reducing developments’ effect on drainage; that traffic should be considered by looking at the area as a whole; that the project would generate $20 million in revenue to the City and KISD over the next 20 years; and reiterated that the question at hand was whether UV was the best zoning for this site.

Councilmember Wandel noted that the Safe Routes to School Program would add sidewalks to nearby neighborhoods. Dailey added that, under UV Zoning, sidewalks would be required for this development and noted the synergistic effect this development could have on TownCenter.

Motion To Approve. **Action** Approve Ordinance 669, regarding and request by KD Hammack Creek Housing, LP for a rezoning from “AG” Agricultural to “UV” Urban Village for approximately 12 acres located at 406 Crestview Drive, Block 2, Lot 1, Hammack Creek Addition, 121 E Kennedale Parkway, Block 2, Lot 2, Hammack Creek Addition, 129 E. Kennedale Parkway, Block 2, Lot 3, Hammack Creek Addition, 220 Kennedale Sublett Rd, Block 2, Lot 4, Hammack Creek Addition, 337 Kennedale Sublett Road, Jesse B Renfro Survey, Abstract 1260, Tract 3D, and 345 Kennedale Sublett Road, Jesse B Renfro Survey, Abstract 1260, Tract 3D01, City of Kennedale, Tarrant County, Texas. **Moved By** Pugh. **Seconded By** Mayor Pro Tem Lee.

Councilmember Pugh stated that he would agree that a traffic study would be necessary; and added that the Fire and Police Chiefs had each confirmed that their departments could support the addition of this development; and that the developer would cover the infrastructure costs.

Councilmember Wandel stated that he was concerned about the angle at which Sublett Road approaches Kennedale Parkway and other sightline concerns; the drainage and erosion issues in the area; and whether or not UV was the best zoning for the residential portion.

Mayor Johnson stated that he agreed with statements made regarding the salvage yards; that he had worked closely with KISD School Board President John Hunt regarding the Village at Hammack Creek and numerous other projects; that he and City Manager Campbell were arranging a meeting with Michael Morris, Director of Transportation for NCTCOG, and representatives from TxDOT regarding the potential for straightening out the intersections on Kennedale Parkway and installing a median; that traffic and drainage studies would be needed; and noted the support of this project by the local businesses because of the added foot traffic.

Motion passes 3-1, with Councilmember Rhodes voting against**.**

H. Consider approval of Ordinance 665, amending Chapter 15 “Nuisances” of the Kennedale Municipal Code to add regulations regarding residential outdoor storage

Director of Planning & Economic Development Melissa Dailey stated that, for more consistent code enforcement, there was a need for a clear definition of what is “junk” – which was provided by Ordinance 665. She discussed some exceptions, particularly for those properties that had a carport rather than a garage.

Mayor Johnson opened the Public Hearing at 8:50 p.m.

- **Sara Johnson Cotton**, *700 Crestview Drive*, spoke in opposition of Ordinance 665.

Mayor Johnson closed the Public Hearing at 8:52 p.m.

Dailey noted that movable toys and furniture designed for outdoor use were not subject to screening requirements. In response to a question from Councilmember Rhodes, Dailey stated that a utility trailer would be considered a vehicle and, thus, not subject to this ordinance.

Motion To Approve. **Action** Approve Ordinance 665, amending Chapter 15 “Nuisances” of the Kennedale Municipal Code to add regulations regarding residential outdoor storage . **Moved By** Mayor Pro Tem Lee. **Seconded By** Wandel. **Motion passes unanimously.**

I. Consider approval of Ordinance 666, amending Chapter 11 “Licenses, Taxation and Miscellaneous Business Regulations” of the Kennedale Municipal Code to add regulations regarding short-term rentals

Director of Planning & Economic Development Melissa Dailey stated that, in April, staff presented options regarding the regulation of short-term rentals (rental of residential property for a term of less than 30 days), and that feedback from Council had since been incorporated into Ordinance 666. She added that an annual permit would be required; that the number of people and vehicles would be regulated; that advertising as an event venue would be prohibited; that there was a distance regulation; and that proof of liability insurance was required. There was a brief discussion about the potential uses of Hotel Occupancy Tax (HOT). Councilmember Pugh stated that he believed the Ordinance addressed all concerns and thanked staff.

Motion To Approve. **Action** Approve Ordinance 666, amending Chapter 11 “Licenses, Taxation and Miscellaneous Business Regulations” of the Kennedale Municipal Code to add regulations regarding short-term rentals. **Moved By** Mayor Pro Tem Lee. **Seconded By** Wandel. **Motion passes unanimously.**

THE COUNCIL DID NOT CONVENE INTO EXECUTIVE SESSION AT THIS TIME. THERE WAS AN EXECUTIVE SESSION HELD IMMEDIATELY FOLLOWING THE WORK SESSION, BUT BEFORE THE REGULAR SESSION.

XIII. EXECUTIVE SESSION

A. Discussion with the City Attorney regarding settlement agreement between Ron Sturgeon, et al and the City of Kennedale

B. Discussion with the City Attorney regarding salvage yard special exception/special use permits

C. Discussion with the City Attorney regarding an early termination and release agreement with Global Water Management, LLC

D. Discussion with City Attorney regarding legal issues associated with Economic Development and Performance Agreement, Tax Abatement, and Chapter 380 Agreement with Compressed Air Systems for project located at Harris Corporation Addition, Block 1 Lot 1A2 (Linda Road)

E. Economic Development and Performance Agreement, Tax Abatement, and Chapter 380

Agreement with Compressed Air Systems for project located at Harris Corporation Addition, Block 1 Lot 1A2 (Linda Road)

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

THIS ITEM WAS TAKEN OUT OF ORDER. THE MOTION WAS MADE IMMEDIATELY FOLLOWING THE MOTION TO APPROVE XI. REQUIRED APPROVAL ITEMS (CONSENT), BUT BEFORE DECISION ITEM XII.A.

Motion To Approve. **Action** Approve, pursuant to discussion during Executive Session, authorization of the City Manager to negotiate, finalize, and execute an early termination and release agreement with Global Water Management, LLC. **Moved By** Mayor Pro Tem Lee. **Seconded By** Wandel. **Motion passes unanimously.**

XV. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn. **Moved By** Rhodes. **Seconded By** Wandel. **Motion passes unanimously.**

Mayor Johnson adjourned the meeting at 8:58 p.m.

APPROVED:	**ATTEST:**
BRIAN JOHNSON, MAYOR	*LESLIE E. GALLOWAY, CITY SECRETARY*

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

I. Subject:
Approval of the minutes from the August 8, 2019 Special Meeting

II. Originated by:

Leslie E. Galloway, City Secretary & Communications Coordinator

III. Summary:
Please see the attached minutes for your approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	2019_08.08_Minutes_City Council Special Meeting_DRAFT	2019_08.08_Minutes_City Council Special Meeting_DRAFT.pdf

KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | AUGUST 8, 2019 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER
Mayor Brian Johnson called the meeting to order at 5:30 p.m.

II. ROLL CALL

Present: Mayor Brian Johnson; Mayor Pro Tem Sandra Lee, Place 3; Josh Altom, Place 1; Chris Pugh, Place 2; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** NONE.
Staff: City Manager George Campbell, City Secretary & Communications Coordinator Leslie E. Galloway, Finance Director Lakeita Sutton, Director of Planning & Economic Development Melissa Dailey, Public Works Director Larry Hoover, Library Director Amanda King, Fire Chief James Brown, Police Chief Tommy Williams, and Accounting Technicians Debby Scott and Tanisha Cunningham

III. WORK SESSION

A. Receive a report and hold a discussion regarding the City Manager's Proposed Fiscal Year 2019-2020 annual budget

City Manager George Campbell stated that the Proposed Fiscal Year 2019-2020 Budget was not required to be filed with the City Secretary until August 17, and that the Council should view the version distributed prior to this meeting as a draft. He noted that several adjustments were expected, including the health insurance increase (now projected at ~4.5% rather than 3%) and compensation numbers. Campbell stated his intention to schedule further discussion of the budget proposal during the Work Session of the August 20 Regular Meeting, adding that Directors were available tonight to answer questions and urging the Council to forward any additional questions to staff that might arise between now and the next meeting.

He went on to discuss the significant challenges resulting from, primarily, the adoption of the FY18-19 Budget but not the tax rate necessary to support it. He added that the General Fund balance was projected to be roughly 22% at the end of FY18-19 (due to savings in salary costs via turnover and the purposeful delay of certain projects); however, if the Proposed Budget were adopted in its current form, the fund balance was projected to drop below 3% for two years.

Campbell then presented highlights of the Proposed FY19-20 Budget and he and the Directors were available to answer questions from the Council. Discussion included:

- Overview of Budget Process and Next Steps
- Funds Structure and a Review of Individual Funds
- Major Assumptions and Highlights
- Budget Enhancements (New or Expanded Programs)
- Five-Year Projections

Specific discussion items included the water contracts with the City Arlington; the delay of both the civilian compensation adjustments and the continued and planned implementation of the public safety step plan that were included in the FY18-19 Adopted Budget; delays in transfers from the General Fund to the Capital Replacement Fund; end-of-year balance projections for various funds; the proposed implementation of a street maintenance fee; the 9% increase in property valuations and a proposed ~$0.01 increase in the ad valorem tax rate (from $0.725714/$100 to $0.734970/$100); $208,000 in other new programs (including incremental replacement of self-contained breathing apparatus for the Fire Department and an added Police Officer and Planner I position); a projected drawdown of $854,000 in FY19-20 (leaving the General Fund balance at an estimated 8.05% (with a plan to recover to 15-17% in a few years); the negotiations to terminate the City's contract with Global Water FATHOM; a recommended increase in the transfer (from 5% to 7%) from the Water Fund to the Street Fund; a recommendation against adjusting water utility rates at this time; staff's research into the possibility of moving the Streets Department back under the General Fund; a recommended $1.00 increase in the Stormwater Fee (to $4.50); a projected 4% increase in sales tax revenue; the potential issuance of $2 million in tax notes before the end of the calendar year (with no impact to the debt service portion of the tax rate); development within the TIRZ; assumptions behind the five-year projections; and potential impacts on the bond rating.

Mayor Johnson requested that staff present a comparison of other Cities' Stormwater Fees. Councilmember Rhodes suggested raising that fee by $0.50 rather than $1.00. There was a consensus among the Council that employee compensation and benefits should be prioritized; and they thanked the staff for their time and dedication throughout the budget process.

Finance Director Lakeita Sutton noted that by decreasing the FY18-19 tax rate (via adoption of the Effective Rate) – the City had reduced revenues by almost $400,000, and should now aim to recover lost ground.

City Manager George Campbell thanked Sutton for her time and expertise and recognized Accounting Technician Debby Scott for guiding staff through the development of this budget in her role as Interim Finance Director.

IV. REGULAR SESSION

V. DECISION ITEMS

A. Discuss and consider approval of a Resolution of the City Council of the City of Kennedale, Texas, approving the placement of a proposal on the September 17, 2019 City Council Public Meeting agenda to adopt a 2019 tax rate that may exceed the lower of the rollback rate or the effective tax rate; calling public hearings on September 5, 2019 and September 13, 2019 (if necessary)

   Motion To Approve. **Action** Approve, Resolution 555 of the City Council of the City of Kennedale, Texas, approving the placement of a proposal on the September 17, 2019 City Council Public Meeting agenda to adopt a 2019 tax rate that may exceed the lower of the rollback rate or the effective tax rate; calling public hearings on September 5, 2019 and September 13, 2019 (if necessary). **Moved By** Pugh. **Seconded By** Altom. **Motion passes unanimously.**

VI. ADJOURNMENT

Motion To Adjourn. **Action** Adjourn. **Moved By** Mayor Pro Tem Lee. **Seconded By** Wandel. **Motion passes unanimously.**

Mayor Johnson adjourned the meeting at 7:03 p.m.

APPROVED: **ATTEST:**

BRIAN JOHNSON, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

I. Subject:
Consider adopting Resolution 556, amending authorized representatives of TEXPOOL local government investment pool

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
The attached resolution amends authorized representatives for TEXPOOL. By approving the resolution, Council will be designating Finance Director Lakeita Sutton and Accounting Technician Debby Scott as authorized representatives to transmit local funds for investments. Lakeita Sutton will be the primary representative, performing transactions and receiving confirmations of monthly statements.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R556 Amending TEXPOOL Authorized Users	R556 Amending TEXPOOL Authorized Users.pdf

RESOLUTION NO. 556

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, AMENDING AUTHORIZED REPRESENTATIVES OF TEXPOOL LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, the City of Kennedale (the "Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment Pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Kennedale, Texas, to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the TexasPool Local Government Investment Portfolio, a public funds investment pool (a "Pool"), was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

A. That the City of Kennedale, Texas, shall amend authorized representatives, for the purpose of transmitting local funds for investment in the TexasPool series. The form of application for amendment to this resolution is approved.

B. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City of Kennedale, Texas, and are each hereby authorized to transmit funds for investment in the Pool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

C. That the City of Kennedale, Texas, may by Amending Resolution change Authorized Representatives provided the additional Authorized Representative is an officer, employee, or agent of the City of Kennedale.

List of the Authorized Representatives of the City of Kennedale, Texas. These individuals may be issued P.I.N. Numbers.

1. Name: Lakeita Sutton Title: Finance Director
2. Name: Debby Scott Title: Accounting Technician

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving

confirmations and monthly statements under the Participation Agreement.
Name: Lakeita Sutton Title: Finance Director

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the Pool receives a copy of any such amendment or revocation.

DULY PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 20TH DAY OF AUGUST, 2019.

APPROVED:

____
MAYOR BRIAN JOHNSON

[C I T Y S E A L

ATTEST:

____
CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____
CITY ATTORNEY DREW LARKIN

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

I. Subject:
Consider adopting Resolution 557, amending authorized representatives for the Texas Short-Term Asset Reserve Program (TexSTAR) local government investment pool

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
The attached resolution amends authorized representatives for TexSTAR. By approving the resolution, Council will be designating Finance Director Lakeita Sutton and Accounting Technician Debby Scott as authorized representatives to transmit local funds for investments. Lakeita Sutton will be the primary representative, performing transactions and receiving confirmations of monthly statements.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R557 Amending TEXStar Authorized Users	R557 Amending TEXStar Authorized Users_FINAL.pdf

RESOLUTION NO. 557

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, AMENDING AUTHORIZED REPRESENTATIVES OF TEXAS SHORT TERM ASSET RESERVE PROGRAM (TEXSTAR) LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, the City of Kennedale (the "Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment Pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Kennedale, Texas, to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the TEXSTAR Local Government Investment Portfolio, a public funds investment pool (a "Pool"), was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

A. That the City of Kennedale, Texas, shall amend authorized representatives, for the purpose of transmitting local funds for investment in the TEXSTAR series. The form of application for amendment to this resolution is approved.

B. That individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City of Kennedale, Texas, and are each hereby authorized to transmit funds for investment in the Pool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

C. That the City of Kennedale, Texas, may by Amending Resolution change Authorized Representatives provided the additional Authorized Representative is an officer, employee, or agent of the City of Kennedale.

List of the Authorized Representatives of the City of Kennedale, Texas. These individuals may be issued P.I.N. Numbers.

1. Name: <u>Lakeita Sutton</u> Title: <u>Finance Director</u>
2. Name: <u>Debby Scott</u> Title: <u>Accounting Technician</u>

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Lakeita Sutton   Title: Finance Director

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the Pool receives a copy of any such amendment or revocation.

DULY PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 20TH DAY OF AUGUST, 2019.

APPROVED:

MAYOR BRIAN JOHNSON

[C I T Y S E A L

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY DREW LARKIN

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

I. Subject:
Consider adopting Resolution 558, amending authorized representatives for the TexasTERM / TexasDAILY local government investment pool

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
The attached resolution amends authorized representatives for TexasTERM / TexasDAILY. By approving the resolution, Council will be designating Finance Director Lakeita Sutton and Accounting Technician Debby Scott as authorized representatives to transmit local funds for investments. Lakeita Sutton will be the primary representative, performing transactions and receiving confirmations of monthly statements.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	R558 Amending TexasTERM Authorized Users	R558 Amending TexasTERM Authorized Users.pdf

RESOLUTION NO. 558

A RESOLUTION OF THE CITY OF KENNEDALE, TEXAS, AMENDING AUTHORIZED REPRESENTATIVES OF TEXAS TERM/TEXAS DAILY LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, the City of Kennedale (the "Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment Pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Kennedale, Texas, to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Term/Texas Daily Local Government Investment Portfolio, a public funds investment pool (a “Pool”), was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

A. That the City of Kennedale, Texas, shall amend authorized representatives, for the purpose of transmitting local funds for investment in the Texas Term/Texas Daily series. The form of application for amendment to this resolution is approved.

B. That individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City of Kennedale, Texas, and are each hereby authorized to transmit funds for investment in the Pool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

C. That the City of Kennedale, Texas, may by Amending Resolution change Authorized Representatives provided the additional Authorized Representative is an officer, employee, or agent of the City of Kennedale.

List of the Authorized Representatives of the City of Kennedale, Texas. These individuals may be issued P.I.N. Numbers.

1. Name: Lakeita Sutton — Title: Finance Director
2. Name: Debby Scott — Title: Accounting Technician

List the name name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Lakeita Sutton Title: Finance Director

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the Pool receives a copy of any such amendment or revocation.

DULY PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 20TH DAY OF AUGUST, 2019.

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY DREW LARKIN

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

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 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 due to the creation of a position for a Safety and Security Director position. This position will replace the campus principals as the primary district contact for the SROs. All other duties and responsibilities remain in effect.

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.	Final SRO Agreement 2018	SRO Interlocal Agreement 2019.pdf

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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 Director of School Safety and Security or 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 Director of School Safety and Security 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 Director of School Safety along with 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 Director of School Safety 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 Director of Safety and Security or his designee.

(e) **Reassignment**. If a school principal or Director of Safety and Security is not satisfied with the performance of the SRO assigned to the school, they 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, 2019 and ending on August 31, 2020.

(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:
Director of Safety and Security
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 this 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 ___________________, 2019

SIGNATURE PAGE
FOR INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

CITY OF KENNEDALE

BY:

____
CITY MANAGER GEORGE CAMPBELL

DATE:

____

ATTEST:

____
CITY SECRETARY LESLIE E. GALLOWAY

KENNEDALE INDEPENDENT SCHOOL DISTRICT

BY:

____
PRESIDENT, BOARD OF TRUSTEES

DATE:

____

ATTEST:

____
SECRETARY, BOARD OF TRUSTEES

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

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

I. Subject:
Consider appointment of Martin Young as Vice Chair of the Board of Adjustment (BOA) / Building Board of Appeals (BBA)

II. Originated by:

Melissa Dailey, Director of Planning & Economic Development

III. Summary:
The Board of Adjustment (BOA) / Building Board of Appeals (BBA), during their August 5, 2019 meeting, nominated and would respectfully request that Council appoint Martin Young as Vice Chair of the Board.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - A.

I. Subject:
Case #PZ19-02 — Consider an ordinance 667 and request by Spirals Gymnastics, Inc. for a rezoning from "PD-UV" Planned Development Urban Village to "UV" of approximately 2 acres at 1083 Bowman Springs Road, Block 1, Lot 19R, Woodlea Acres Addition, City of Kennedale, Texas

II. Originated by:

Melissa Dailey, Director of Planning & Economic Development

III. Summary:
This case was originally presented to Council at the July 16, 2019 meeting, at which time the required public hearing was held. A motion was made by Council to approve the application, but the motion did not pass. No subsequent motion was made, and, therefore, no decision has been made by the Council at this point. Staff will be available to answer questions and respectfully requests a vote from the Council regarding this matter at this time.

Request	Rezone from "PD-UV" Planned Development Urban Village to "UV" Urban Village
Applicant	Spirals Gymnastics, Inc.
Location	1083 Bowman Springs Road
Surrounding Uses	Single family, schools, industrial
Surrounding Zoning	PD-UV1, R3, R1
Future Land Use Plan Designation	Residential
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY
The property is currently in use by Spiral Gymnastics, Inc.

SURROUNDING PROPERTIES & NEIGHBORHOOD
The property fronts Bowman Springs Road, an arterial thoroughfare that connects Kennedale Parkway to Interstate 20 to the northeast. Surrounding properties are mixed and include the Fellowship Academy, Kennedale Junior High School, single family, vacant commercially zoned property, and an industrial park.

STAFF REVIEW
Future Land Use Plan
The Future Land Use Plan indicates this property as residential but adjacent to Urban Village at the corner of Bowman Springs and Kennedale Parkway The UV District is established to provide an area with an intense mix of uses in a compact, walkable urban form, transitioning down in intensity toward and complementing surround residential neighborhoods. Given the location fronting an arterial roadway, a mix of uses is appropriate for this site and this commercial corridor.

Related Goals From the Comprehensive Land Use Plan
The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 1: CONNECTED CITY. SUPPORTING A WALKABLE BUILT ENVIRONMENT.

As land development creates the demand to travel, ensure that it reduces the need to drive by providing ample direct connections for pedestrians, bicycles, and transit.

- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.
  Providing housing options for people of varying financial means and residential preferences. Provide the regulatory framework and developer support to provide quality housing for residents. Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.
- PRINCIPLE 3: THRIVING COMMUNITY. CREATE VIBRANT CENTERS.
  Promote social integration and economic activity through the development of different scale centers throughout the community.

City Council Ends Statements and Goals

- Kennedale has excellent neighborhoods and a wide range of home options.
- Business uses are compatible with residential areas.
- Well planned community based on principles of a connected city, economic prosperity, and a thriving community.

SUMMARY

The property owner worked with City staff in 2015 to rezone the property to PD-UV1, with the anticipation of a new zoning code being adopted and the property zoning then changed to UV. The Unified Development Code (UDC) was adopted by City Council in 2016. The owner is following up on the plan to rezone to UV now that that zoning category is available. The existing building on the site alone would not meet the UV requirements and would become a legal non-conforming use. However, any changes to the building or to the property would need to comply with UV zoning requirements. Staff believes that UV is an appropriate use for this site and creates the potential of high-quality mixed-use development in the future. The Planning & Zoning Commission denied the request to rezone with a 4-3 vote at their regular meeting on June 27, 2019.

STAFF RECOMMENDATION

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

ACTION BY THE CITY COUNCIL

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

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	2015_04.27 Spirals Gymnastics Letter	2015_04.27 Spirals Gymnastics Letter.pdf
2.	O667_1083BowmanSpringsZoningUV_Spirals_PZ19-02	O667_1083BowmanSpringsZoningUV_Spirals_PZ19-02_FINAL.pdf

KENNEDALE
Kennedale Economic
Development Corporation
www.cityofkennedale.com

April 27, 2015

Simon and Jima King
Spirals Gymnastics
1003 Magnolia
Mansfield, Texas

Dear Mr. & Mrs. King:

We are pleased you are constructing a new gymnastics facility in Kennedale. The property, 1083 Bowman Springs Road, is zoned as a planned development (PD) to permit gymnastics, afterschool programs, childcare and other related activities. The City of Kennedale adopted its comprehensive land use plan in 2012 and is currently being implemented. Your location is intended to be rezoned to Urban Village. However, the zoning ordinance defining Urban Village has not been adopted. The Planning and Zoning Commission and staff are currently working on the parameters for such an ordinance. In addition, the City has engaged LSL Planning to assist in the revisions to the zoning and development codes and ordinances.

The comprehensive land use plan defined Urban Village "as a gateway onto the core of Kennedale. These areas include a dense mix of residences and businesses in a walkable environment. While Urban Village should promote pedestrian circulation and access from the nearby neighborhoods and areas, it can be expected that a significant number of visitors access the urban village by car." Sample development types include loft apartments/condos, live/work, multi-tenant office, retail, service, restaurant, large-scale retail, and plazas/squares. Your property is ideally situated for these developments. I anticipate the city council approving the Urban Village zoning ordinances within nine months. It is the City's intent to initiate a rezoning of your property to Urban Village.

Should the rezoning not occur within this timeframe or not appear to be imminent, The Kennedale Economic Development Corporation will purchase either your property in its entirety or the remaining portion without the gymnastics facility subject to applicable laws and designation as a duly authorized economic development project. Please contact me or have your bank contact me if you need additional information. I remain,

Sincerely yours,

Bob Hart

Bob Hart
Executive Director
Kennedale City Manager

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817.985.2102 | Fax: 817-478-7169

ORDINANCE NO. 667

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 1.88 ACRES DESCRIBED AS LOT 1, BLOCK 19R, WOODLEA ACRES ADDITION, FROM "PD-UV1" PLANNED DEVELOPMENT URBAN VILLAGE DISTRICT TO "UV" URBAN VILLAGE DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, is a home rule 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; 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, a change in the zoning classification of the property listed below was requested by a person or entity having a proprietary interest in said property; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on June 27, 2019, and by the City Council of the City of Kennedale on July 16, 2019, with respect to the zoning change 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 of the City of Kennedale, Texas, does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

> Approximately 1.88 acres, located at 1083 Bowman Springs Road, and being described as Lot 1, Block 19R, Woodlea Acres, Tarrant County, Texas, on the illustration attached hereto as Exhibit “A” and incorporated herein for all purposes of this ordinance, is hereby rezoned from “PD-UV1” Planned Development Urban Village District to “UV” Urban Village District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The use of the property hereinabove described shall be subject to all the applicable regulations contained in the Unified Development Code, as amended, and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

SECTION 5.

This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other 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.

All rights or remedies of the City of Kennedale, Texas, are expressly saved as to any and all violations of Unified Development Code, as amended, 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 7.

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 8.

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 9.

The City Secretary of the City of Kennedale is hereby directed to publish the ordinance as required by law.

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 BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 20TH DAY OF AUGUST, 2019.

APPROVED:

____

MAYOR BRIAN JOHNSON

ATTEST:

[C I T Y S E A L]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

____

CITY ATTORNEY DREW LARKIN

____

ORDINANCE NO. 667
"EXHIBIT A"

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - B.

I. Subject:
Consider approval of Ordinance 670, authorizing the issuance of up to $2,000,000 in principal amount of City of Kennedale, Texas Tax Note, Series 2019; securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of a Paying Agent/Registrar Agreement, a Purchase Letter, and all other instruments and procedures related thereto

II. Originated by:

Lakeita Sutton, Director of Finance and Information Technology

III. Summary:
During the July 16, 2019 Work Session, staff presented to Council the potential issuance of $2 Million in Tax Notes to fund future capital projects. At that time, it was the consensus of the Council for staff to proceed with the issuance. In the intervening time, staff has worked with the City's Bond Counsel (McCall, Parkhurst & Horton) and Financial Advisors (SAMCO Capital) to develop the attached Ordinance and related documents required to issue the proposed debt.

Issuance of this debt would allow the City to maintain its debt level near its current interest and sinking (I&S) tax rate (or debt service tax rate) — allowing the City to borrow a possible $15 Million over the next five years (to include the $2 million presented here). As discussed previously, the proceeds from these Tax Notes could be used for a wide array of projects — mostly related to land acquisition and/or street construction.The I&S Tax Rate in the FY19–20 Proposed Budget includes this $2 Million issuance.

THE PROPOSED FY19–20 TAX RATE IS AS FOLLOWS:
I&S Tax Rate 0.190541
M&O Tax Rate 0.544429
Total Tax Rate 0.734970

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Tax Note Ordinance 670	O670 Tax Note Ordinance-2019 City of Kennedale-2.pdf
2.	Paying Agent/Registrar Agreement	Paying Agent Ag - 2019 Kennedale Tax Note-2.pdf
3.	Certificates and Other Closing Documents	Closing Docs - 2019 Kennedale Tax Note-2.pdf
4.	Bond Opinion issued by McCall, Parkhurst & Horton	Bond Opinion - 2019 Kennedale Tax Note-1.pdf

ORDINANCE NO. 670

ORDINANCE AUTHORIZING THE ISSUANCE OF [$2,000,000] IN PRINCIPAL AMOUNT OF *CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019*; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE LETTER, AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

DATE OF APPROVAL: AUGUST 20, 2019

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Signatures		
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Exhibit C	Form of Purchase Letter	

ORDINANCE NO. ___

ORDINANCE AUTHORIZING THE ISSUANCE OF [$2,000,000] IN PRINCIPAL AMOUNT OF *CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019*; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE LETTER, AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

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

WHEREAS, the **CITY OF KENNEDALE, TEXAS** (the "***City***") in Tarrant County, Texas, is a political subdivision of the State of Texas operating as a home rule municipality under the Constitution and laws of the State of Texas and its City Charter, which was initially approved by the qualified voters of the City on January 17, 1998, and was most recently amended by the qualified voters of the City on May 4, 2019; and

WHEREAS, the City Council of the City hereby determines that it is necessary and desirable to (i) acquire land for parks and a future public safety facility, (ii) construct street improvements in various locations in the City, together with curbs, gutters, sidewalks, utility relocation and/or drainage improvements incidental thereto, (iii) acquire rights of way for existing and future streets and (iv) pay professional services related to the design, construction, project management and financing of such projects (collectively, the "***Projects***"); and

WHEREAS, pursuant to Chapter 1431, Texas Government Code, as amended (the "***Act***"), the City Council of the City is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public work, and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that an anticipation note should be issued and sold at this time to finance the Projects; and

WHEREAS, the City Council of the City deems it appropriate to adopt this Ordinance and issue the Note herein authorized as permitted by the Act; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE NOTE. The Note of the City is hereby authorized to be issued and delivered in the aggregate principal amount of ***[$2,000,000] THE PURPOSE OF (I) ACQUIRING LAND FOR PARKS AND A FUTURE PUBLIC SAFETY FACILITY, (II) CONSTRUCTING STREET IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY, TOGETHER WITH CURBS, GUTTERS, SIDEWALKS, UTILITY RELOCATION AND/OR DRAINAGE IMPROVEMENTS INCIDENTAL THERETO, (III) ACQUIRING RIGHTS OF WAY FOR EXISTING AND FUTURE STREETS, AND (IV) PAYING PROFESSIONAL SERVICES RELATED TO THE DESIGN, CONSTRUCTION, PROJECT MANAGEMENT AND FINANCING OF SUCH PROJECTS.***

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITY OF NOTE. (a) Each note issued pursuant to this Ordinance shall be designated **CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019**, and initially there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated September 1, 2019, in the denomination and principal amount of [*$2,000,000*], numbered R-1, with any note issued in replacement thereof being in the denomination and principal amount hereinafter stated and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said note (in each case, the "***Registered Owner***").

(b) Principal of the Note shall mature and be payable in installments on the dates and in the principal installment amounts and shall bear interest at the per annum rate set forth in the following schedule:

PAYMENT DATE	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)
02/01/2020	80,000	
02/01/2021	150,000	
02/01/2022	265,000	
02/01/2023	365,000	
02/01/2024	370,000	
02/01/2025	380,000	
02/01/2026	390,000	

The term "***Note***" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance, as well as all other substitute notes and replacement notes issued pursuant hereto.

SECTION 3. INTEREST. The Note shall bear interest from the dates specified in the FORM OF NOTE set forth in this Ordinance to date of maturity at the respective rate per annum for each principal installment set forth above. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

SECTION 4. CHARACTERISTICS OF THE NOTE.

(a) Registration and Transfer; Authentication. The City shall keep or cause to be kept at the designated corporate trust or commercial banking office of _______________ (currently located in _________, Texas) (the "***Paying Agent/Registrar***") books or records for the registration of the transfer of the Note (the "***Registration Books***"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and transfers as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer and delivery of a substitute Note. Registration of assignment and transfer of the Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel the paid Note or a Note surrendered for transfer. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Note in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of transfer of the Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the transferred Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Note and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all transfers of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the fifteenth business day next preceding the date of mailing of such notice.

(c) *In General*. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may be transferred and assigned, (iii) shall have the characteristics, (iv) shall be signed, sealed, executed and authenticated, (v) the principal of and interest on the Note shall be payable, and (vi) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in transfer or replacement for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) *Substitute Paying Agent/Registrar*. The City covenants with the registered Owner of the Note that at all times while the Note is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 40 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to the Paying Agent/Registrar.

(e) On the closing date, one Initial Note representing the entire principal amount of the Note, payable in stated installments to the initial purchaser identified in Section 12 hereof, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. The Paying Agent/Registrar shall insert the date of delivery and deliver the Note to the initial purchaser.

SECTION 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-__ **PRINCIPAL AMOUNT**
$__________

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019

Interest Rate	Delivery Date	Maturity Date
As shown below	September __, 2019	As shown below

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

CITY OF KENNEDALE, TEXAS (the "***City***"), being a political subdivision and a home-rule municipality of the State of Texas, for value received, hereby promises to pay, from the sources described herein, to the Registered Owner specified above, or registered assign (the "***Registered Owner***"), the principal amount from time to time unpaid and to pay interest thereon from the date of delivery of this Note as specified above, at the respective rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The principal of this Note shall mature and be paid in installments on the dates and in the amounts set forth in the table below:

PAYMENT DATE	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)
02/01/2020	80,000	
02/01/2021	150,000	
02/01/2022	265,000	
02/01/2023	365,000	
02/01/2024	370,000	
02/01/2025	380,000	
02/01/2026	390,000	

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on the unpaid principal installments of this Note on February 1, 2020, and on each February 1 and August 1 thereafter to the date of maturity thereof. The last principal installment of this Note, together with accrued interest thereon to the maturity date thereof, shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity at the designated office of ____________________, which is the "***Paying Agent/Registrar***" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Note (the "***Ordinance***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the fifteen (15th) business day of the month next preceding each such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE FOR THE PAYMENT of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE, DATED AS OF SEPTEMBER 1, 2019, IS AUTHORIZED and issued in accordance with the Constitution and laws of the State of Texas in the principal amount of ***[$2,000,000] FOR THE PURPOSE OF (I) ACQUIRING LAND FOR PARKS AND A FUTURE PUBLIC SAFETY FACILITY, (II) CONSTRUCTING STREET IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY, TOGETHER WITH CURBS, GUTTERS, SIDEWALKS, UTILITY RELOCATION AND/OR DRAINAGE IMPROVEMENTS INCIDENTAL THERETO, (III) ACQUIRING RIGHTS OF WAY FOR EXISTING AND FUTURE STREETS, AND (IV) PAYING PROFESSIONAL SERVICES RELATED TO THE DESIGN, CONSTRUCTION, PROJECT MANAGEMENT AND FINANCING OF SUCH PROJECTS.***

[***ON FEBRUARY 1, _____, AND ON DATE THEREAFTER***, the principal installments of this Note may be redeemed prior to their scheduled payment dates, at the option of the City, with funds derived from any available and lawful source, as a whole only, at a redemption price equal to the principal amount to be redeemed plus accrued interest thereon to the date of redemption.

AT LEAST THIRTY (30) DAYS PRIOR to the date fixed for any optional redemption of the Note prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Note at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Note. The notice with respect to the optional redemption of this Note may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Note. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Note shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.]

OR

[***THIS NOTE IS NOT SUBJECT TO OPTIONAL REDEMPTION PRIOR TO STATED MATURITY***.]

UPON THE PAYMENT OF THE OUTSTANDING principal balance of this Note, the Paying Agent/Registrar shall note in the Bond Registration Books the amount of such payment, the date said payment was made and the remaining unpaid principal balance of this Note.

THIS NOTE IS ISSUED AS A FULLY REGISTERED NOTE, without interest coupons, in the denomination of the principal amount thereof. As provided in the Ordinance, this Note may, at the request of the Registered Owner or the assignee hereof, be assigned or transferred for a like aggregate principal amount of a fully registered Note in the denomination of the principal amount hereof, without interest coupons, payable to the Registered Owner or assignees as the case may be, having the same denomination, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring or exchanging any Note will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment or transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT ANY PAYING AGENT/REGISTRAR FOR THE NOTE IS CHANGED by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Note have been performed, existed, and been done in accordance with law; that this Note is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment within the limits provided by law.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Note.

BY BECOMING THE REGISTERED OWNER OF THIS NOTE, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the facsimile signature of the Mayor of the City and countersigned with the facsimile signature of the City Secretary of the City, and has caused the official seal of the City Council of the City to be duly impressed, or placed in facsimile, on this Note.

(facsimile signature)	(facsimile signature)
City Secretary	Mayor
City of Kennedale, Texas	City of Kennedale, Texas

(CITY SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or transferred for, a Note of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

____
Paying Agent/Registrar

By: ______________________
Authorized Representative

[The remainder of this page intentionally left blank]

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: ____________________

____

Transferee's Social Security or Taxpayer Identification Number: ____________________

Transferee's name and address, including zip code: ____________________

____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints ____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _________________________.

____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST. (a) Interest and Sinking Fund; Tax Levy. A special Interest and Sinking Fund (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Note, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City for so long as the Note or interest thereon are outstanding and unpaid. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Note. Until expended for the purposes set forth in Section 1 hereof, the proceeds derived from the sale of the Note shall be held as further security for the timely payment of the principal and interest on the Note. All ad valorem taxes levied and collected for and on account of the Note and all accrued interest and premium on the Note received by the City from the initial purchaser of the Note, if any, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while the Note or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, together with other moneys deposited to the credit of the Interest and Sinking Fund, to raise and produce the money required to pay the interest on the Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installment of the Note as such principal installment matures (but never less than 2% of the original principal amount of the Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while the Note or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limits provided by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Kennedale, Texas Tax Note (Series 2019) Construction Fund* (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of the Note (other than proceeds representing accrued interest on the Note and any premium on the Note that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Note is issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Note and the issuance of the Note. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Note, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 8. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Note was issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Note.

SECTION 9. DEFEASANCE OF NOTE. (a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "***Defeased Note***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Authority with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Note, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time that the Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Authority be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Authority, or deposited as directed in writing by the Authority. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of the Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Authority or deposited as directed in writing by the Authority.

(c) The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the Authority adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for the Defeased Note the same as if they had not been defeased, and the Authority shall make proper arrangements to provide and pay for such services as required by this Ordinance.

SECTION 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event the Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Note of the same principal installment amounts, maturity dates and interest rates as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Note issued in exchange for another Note.

SECTION 11. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION, INSURANCE, AND CUSIP NUMBERS. The Mayor of the City, on behalf of the City, is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note. In addition, if municipal bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

SECTION 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(A) proceeds of the Note invested for a reasonable temporary period of three (3) years or less or, in the case of a refunding bond, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Note or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Note in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Director or Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "***Projects***") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as *Exhibit B* as the City's written procedures.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(h) Designation as Qualified Tax-Exempt Obligation. The City hereby designates the Note as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Note is issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Note, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Note is issued, by the City (or any subordinate entities) will not exceed $10,000,000; and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Note will not be considered a "private activity bond" within the meaning of section 141 of the Code.

SECTION 13. SALE OF NOTE; USE OF PROCEEDS. The Note is hereby initially sold and shall be delivered to ____ (the "***Purchaser***") for cash for the par value thereof and no accrued interest, pursuant to a *Purchase Letter*, in substantially the form attached hereto as *Exhibit C*, which the Mayor is hereby authorized to accept, approve all changes, and execute on behalf of the City. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Note as set forth in this Ordinance are in the City's best interests. The Note initially shall be registered in the name of __________________________.

SECTION 14. NO RULE 15C2-12 UNDERTAKING; ANNUAL FINANCIAL STATEMENTS. The City has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "***Rule***") in connection with the issuance of the Note inasmuch as the Purchaser is not acting as an "underwriter in a primary offering of municipal securities" within the meaning of the Rule. The City is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the City or the Note; however, so long as the Purchaser or its assignee is the sole Registered Owner of the Note, unless waived by the Purchaser, the City shall provide the following to the Purchaser:

(a) Audited financial statements, to be provided within six months after the close of each City fiscal year ending on and after September 30, 2019, and

(b) Such other financial information regarding the City as the Purchaser shall reasonably request.

SECTION 15. FURTHER PROCEDURES. The Mayor, Mayor Pro-Tem, City Manager, Director of Finance, and City Secretary of the City and all other officers, employees, and agents of the City and each of them, are each hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Note. In addition, prior to the initial delivery of the Note, the Mayor, City Manager, Director of Finance, the City Secretary, and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, if any rating is obtained, or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Note by the Attorney General of the State of Texas. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 16. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owner of the Note, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Note remains outstanding except as permitted in this Section. The City may, without the consent of or notice to the Registered Owner (other than the Purchaser as long as the Purchaser is a Registered Owner, in which case the City must receive the Purchaser's prior written consent to), amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owner. The City may, with the written consent of the Registered Owner of the Note, amend, change, modify, or rescind any provisions of this Ordinance not otherwise permitted to be amended in accordance with the preceding sentence. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owner, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owner at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owner of the Note requiring the consent of the Registered Owner, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 17. DEFAULTS AND REMEDIES. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Note, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Registered Owner of the Note shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 18. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Note, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owner of the Note.

SECTION 19. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 20. SEVERABILITY. The provisions of this Ordinance are severable and if any provision or the applicability thereof to any person or circumstance is ever held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 21. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately upon adoption by the City Council.

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PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS AT A REGULAR MEETING ON THE 20TH DAY OF AUGUST, 2019, AT WHICH MEETING A QUORUM WAS PRESENT.

____
Mayor

ATTEST:

____
City Secretary

(Seal)

** ** ** ** **

Signature Page to Ordinance Authorizing the Issuance of
City of Kennedale, Texas Tax Note, Series 2019

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

The Paying Agent/Registrar Agreement is omitted at this point as it appears in executed form elsewhere in this Transcript of Proceedings.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's chief financial officer (the "***Responsible Person***"), which is currently the Director of Finance will:

(i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5%of the proceeds of the Note will be entered into within six (6) months of the date of delivery of the Note (the "***Issue Date***");

(ii) monitor that at least 85% of the proceeds of the Note to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;

(iii) restrict the yield of the investments to the yield on the Note after three (3) years of the Issue Date;

(iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Note does not exceed an amount equal to the debt service on the Note in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Note for the immediately preceding 12-month period;

(v) ensure that no more than 50% of the proceeds of the Note are invested in an investment with a guaranteed yield for 4 years or more;

(vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Note any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

(vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Note is retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Note the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Note is outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Note is outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Note is outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Note is outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Note is outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Note and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Note. If any portion of the Note is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Note. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

FORM OF PURCHASE LETTER

The Purchase Letter is omitted at this point as it appears in executed form elsewhere in this Transcript of Proceedings.

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT, dated as of September 1, 2019 (this "***Agreement***"), is by and between the **CITY OF KENNEDALE, TEXAS** (the "***Issuer***") and ____________________________, ________, Texas (the "***Bank***"), a national bank duly organized and operating under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its **CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019** (the "***Securities***"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof on or about September 18, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

SECTION 1.01. APPOINTMENT. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

SECTION 1.02. <u>COMPENSATION</u>. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

SECTION 2.01. <u>DEFINITIONS</u>. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"***Bank Office***" means the corporate trust or commercial banking office of the Bank initially located at the following address:

____
Attention: ____________________
____
_______, Texas _____

The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"***Financial Advisor***" means SAMCO Capital Markets, Inc.

"***Fiscal Year***" means the fiscal year of the Issuer, ending September 30.

"***Holder***" and "***Security Holder***" each means the Person in whose name a Security is registered in the Security Register.

"***Legal Holiday***" means a day on which the Bank is required or authorized to be closed.

"***Ordinance***" means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

"***Person***" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"***Predecessor Securities***" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"***Redemption Date***" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"***Responsible Officer***" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"***Security Register***" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"***Stated Maturity***" means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

SECTION 2.02. OTHER DEFINITIONS. The terms "Bank," "Issuer," and "Securities" ("Security") have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "***Paying Agent/Registrar***" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

SECTION 3.01. DUTIES OF PAYING AGENT. (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective

Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

(c) Federal Tax Information Reporting. To the extent required by the Code and the Regulations it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

SECTION 3.02. PAYMENT DATES. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE FOUR
REGISTRAR

SECTION 4.01. SECURITY REGISTER - TRANSFERS AND EXCHANGES. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "***Security Register***") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

SECTION 4.02. SECURITIES. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

SECTION 4.03. FORM OF SECURITY REGISTER. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

SECTION 4.04. LIST OF SECURITY HOLDERS. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

SECTION 4.05. RETURN OF CANCELLED SECURITIES. The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

SECTION 4.07. TRANSACTION INFORMATION TO ISSUER. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

SECTION 5.01. DUTIES OF BANK. The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor, bond counsel or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

SECTION 5.02. RELIANCE ON DOCUMENTS, ETC. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

SECTION 5.03. RECITALS OF ISSUER. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

SECTION 5.04. MAY HOLD SECURITIES. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

SECTION 5.05. MONEY HELD BY BANK. The Bank shall deposit any moneys received from the Issuer into an account to be held in an agency capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Property Code or inactive under Chapter 73 of the Property Code.

SECTION 5.06. INDEMNIFICATION. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

SECTION 5.07. INTERPLEADER. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

SECTION 5.09. CERTIFICATE OF INTERESTED PARTIES FORM 1295. The Bank represents that it is a wholly owned subsidiary of a "publicly traded business entity" within the meaning of Section 2252.908(c)(4), Texas Government Code; therefore, the Bank further represents that it is not required to submit a disclosure of interested parties form to the Issuer in accordance with Section 2252.908(d), Texas Government Code, prior to entering into this Agreement with the Issuer.

SECTION 5.09. NO BOYCOTT OF ISRAEL. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit

SECTION 5.10. NOT A LISTED COMPANY. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf;
https://comptroller. texas. gov/purchasing/docs/iran-list.pdf; or
https://comptroller. texas.gov/purchasing/docs/ftolist.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

SECTION 6.01. AMENDMENT. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

SECTION 6.02. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

SECTION 6.03. NOTICES. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses set forth below:

Issuer: City of Kennedale, Texas
405 Municipal Drive
Kennedale, Texas 76060

Bank: ______________________
Attention: _____________
____
_________, Texas _____

SECTION 6.04. EFFECT OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 6.05. SUCCESSORS AND ASSIGNS; MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Security shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

SECTION 6.06. SEVERABILITY. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 6.07. BENEFITS OF AGREEMENT. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

SECTION 6.08. ENTIRE AGREEMENT. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

SECTION 6.09. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

SECTION 6.10. TERMINATION. This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted, and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer, has the right to petition a court of competent jurisdiction to appoint a successor under the Agreement. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

SECTION 6.11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

____

By: ______________________________
Title: ______________________________

Attest:

____
Title: ___________________________

CITY OF KENNEDALE, TEXAS

By: ______________________________
Mayor

Address: 405 Municipal Drive
Kennedale, Texas 76060

Attest:

____
City Secretary

SCHEDULE A

PAYING AGENT/REGISTRAR FEE SCHEDULE

See attached

$___________
CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019

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*Indicates documents included in the Transcript of Proceedings submitted to the Attorney General of Texas.

<u>CERTIFICATE FOR ORDINANCE</u>

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

I, the undersigned City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "***City***"), hereby certify as follows:

1. The City Council of the City (the "***City Council***") convened in Regular Meeting on August 20, 2019, at the City Hall (the "***Meeting***"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Brian Johnson, Mayor	Chris Pugh, Councilmember - Place 2
Sandra Lee, Councilmember - Place 3	Linda Rhodes, Councilmember - Place 4
Josh Altom, Councilmember - Place 1	Chad Wandel, Councilmember - Place 5

and all of the officers and members of the City Council were present, except the following absentees: ____ ______________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

ORDINANCE AUTHORIZING THE ISSUANCE OF $______________ IN PRINCIPAL AMOUNT OF CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE LETTER, AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

(the "Ordinance") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, said motion carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Note; the Ordinance has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 20th day of August, 2019.

(SEAL)

City Secretary
City of Kennedale, Texas

<u>GENERAL CERTIFICATE</u>

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

We, the undersigned, hereby officially certify that we are the Mayor and City Secretary, respectively, of the **CITY OF KENNEDALE, TEXAS** (the "***City***"), and we further certify as follows:

1. This Certificate is given for the benefit of the Attorney General of the State of Texas and all parties interested in the **CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019** (the "***Note***"), dated as of September 1, 2019, and authorized by an ordinance passed by the City Council of the City on August 20, 2019 (the "***Ordinance***").

2. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which Charter has not been changed or amended since the voters of the City approved certain amendments at an election held on May 4, 2019.

3. No litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the issuance, delivery, payment, security or validity of the proposed Note; (b) the authority of the officers of the City to issue, execute and deliver the Note; or (c) the validity of the corporate existence or the current Tax Rolls of the City; and no litigation is pending pertaining to, affecting or contesting the boundaries of the City.

4. The currently effective ad valorem tax appraisal roll of the City (the "***Tax Roll***") is the Tax Roll prepared and approved during the calendar year 2019, being the most recently approved Tax Roll of the City; that the taxable property in the City has been appraised, assessed, and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "***Texas law***"); that the Tax Roll for said year has been submitted to the City Council of the City as required by Texas law, and has been approved and recorded by the City Council; and according to the Tax Roll for said year the net aggregate taxable value of taxable property in the City (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the City has been or will be imposed and levied, is *$*____________.

5. Attached hereto as <u>*Exhibit A*</u> is a true, full and correct schedule and statement of the aforesaid proposed Note, and all presently outstanding tax indebtedness of the City, and attached hereto as <u>*Exhibit B*</u> is a combined debt service schedule for all outstanding tax indebtedness of the City (including the proposed Note). The City is not in default as to any covenant, condition, or obligation in connection with any of such outstanding obligations or the ordinances authorizing same.

6. The following persons are the duly elected members of the City Council of the City as of the date hereof:

Mayor	Brian Johnson
Councilmember - Place 1	Josh Altom
Councilmember - Place 2	Chris Pugh
Mayor Pro Tem - Place 3	Sandra Lee
Councilmember - Place 4	Linda Rhodes
Councilmember - Place 5	Chad Wandel

7. The following persons are the duly appointed City Manager, City Secretary and Director of Finance of the City as of the date hereof:

City Manager	George Campbell
City Secretary	Leslie E. Galloway
Director of Finance	Lakeita Sutton

8. The City received all required disclosure filings under Section 2252.908, Texas Government Code, in connection with the authorization and issuance of the Note and has notified, or will timely notify, the Texas Ethics Commission of its receipt of such filings by acknowledging such filings in accordance with the provisions of Section 2252.908, Texas Government Code, and 1 Tex. Admin. Code § 46.5(c).

9. With respect to the contracts contained within the transcript of proceedings relating to the Bonds submitted to the Attorney General of Texas that are subject to Subchapter F of Chapter 2252, Texas Government Code, the District has confirmed that none of such counter parties are identified on a list prepared and maintained under Sections 2270.0201 or 2252.153 of the Texas Government Code, to the extent such lists have been prepared and made available for public review as of the date of this Note by the appropriate state agency.

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SIGNED AND SEALED THIS 20TH DAY OF AUGUST, 2019.

Mayor
City of Kennedale, Texas

City Secretary
City of Kennedale, Texas

(SEAL)

EXHIBIT A

SCHEDULE OF ALL OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS OF THE CITY OF KENNEDALE, TEXAS

THE PROPOSED TAX NOTE

TAX NOTE, SERIES 2019, dated September 1, 2019, to be outstanding in the aggregate principal amount of $______________, bearing interest and maturing as set forth in the Ordinance authorizing such Note.

ALL PRESENTLY OUTSTANDING TAX INDEBTEDNESS:

TITLE OF OUTSTANDING OBLIGATIONS	DATED DATE	CURRENT OUTSTANDING PRINCIPAL AMOUNT ($)
General Obligation Refunding Bonds, Series 2007	02/01/2007	1,285,000
Combination Tax & Revenue Notes of Obligation, Series 2007	02/01/2007	1,450,000
Combination Tax & Revenue Notes of Obligation, Series 2007A	10/01/2007	1,000,000
Combination Tax & Revenue Notes of Obligation, Series 2010	01/01/2010	1,275,000
Combination Tax & Revenue Notes of Obligation, Series 2011	06/01/2011	1,755,000
General Obligation Refunding Bonds, Series 2016	09/01/2016	3,195,000
Tax Note, Series 2018	10/01/2018	575,000
TOTAL PRINCIPAL AMOUNT CURRENTLY OUTSTANDING:	***	10,535,000

EXHIBIT B

COMBINED DEBT SERVICE SCHEDULE

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned Mayor and City Secretary, respectively, of the **CITY OF KENNEDALE, TEXAS** (the "***City***"), hereby certify as follows:

(a) This Note is executed and delivered with reference to the **CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019**, dated September 1, 2019, authorized by an ordinance passed by the City Council of the City on August 20, 2019 (the "***Note***").

(b) Each of us signed the Note by manually executing or causing facsimiles of our manual signatures to be printed or lithographed on the Note, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed the Note.

(c) The Note is substantially in the form, and it has been duly executed and signed in the manner, prescribed in the ordinance authorizing the issuance thereof.

(d) At the time we so executed and signed the Note we were, and at the time of executing this Note we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) No litigation of any nature has been filed or is now pending or, to our knowledge, threatened, to restrain or enjoin the issuance or delivery of the Note, or which would affect the provision made for its payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Note, and that so far as we know and believe no such litigation is threatened.

(f) Neither the corporate existence nor boundaries of the City is being contested; no litigation has been filed or is now pending or, to our knowledge, threatened, which would affect the authority of the officers of the City to issue, execute, sign, and deliver the Note; and no authority or proceedings for the issuance of the Note have been repealed, revoked, or rescinded.

(g) We have caused the official seal of the City to be impressed, or printed, or lithographed on the Note; and said seal on the Note has been duly adopted as, and is hereby declared to be, the official seal of the City.

[The remainder of this page intentionally left blank]

EXECUTED and delivered this ____________________________.

MANUAL SIGNATURES	**OFFICIAL TITLES**
_________________________________	Brian Johnson, Mayor
_________________________________	Leslie E. Galloway, City Secretary

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this __________________________.

____
Notary Public

Typed Name ______________________________

(My Commission Expires ____________________)

(Notary Seal)

August 20, 2019

Texas State Comptroller of Public Accounts
Cash and Securities Management Division
Thomas Jefferson Rusk Building
208 East 10th Street, 4th Floor, Room 448
Austin, Texas 78701-2407
Attn: Melissa Popkoff

RE: CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019

Ladies and Gentlemen:

The Attorney General will deliver to you the above-described issues of obligations. At such time as you have registered such obligations, this will be your authority to deliver them to an authorized representative of McCall, Parkhurst & Horton L.L.P. who will deliver said obligations to the Paying Agent/Registrar named in the obligations for delivery to the purchasers thereof.

At the time you have registered the obligations, please deliver three copies of the Attorney General's opinion and the Comptroller's Signature Note covering said issue of obligations to a representative of McCall, Parkhurst & Horton L.L.P., or send such documents by overnight courier to Orlando "Jay" Juarez, Jr. and Thomas K. Spurgeon, McCall, Parkhurst & Horton L.L.P., 700 N. St. Mary's, Suite 1525, San Antonio, Texas 78205.

Sincerely yours,

CITY OF KENNEDALE, TEXAS

____
Mayor

cc: Attorney General of Texas

August 20, 2019

The Attorney General of Texas
Public Finance Division
300 W. 15th Street, 7th Floor
Austin, Texas 78701

RE: CITY OF KENENDALE, TEXAS TAX NOTE, SERIES 2019

Ladies and Gentlemen:

It is requested that you examine the above issues of obligations and the proceedings authorizing their issuance.

We enclose herewith one signed but undated copy of the Signature Identification and No-Litigation Note. Upon approval of the obligations, you are authorized to insert the date of approval in said Signature Note. If any litigation should develop before you have approved the obligations, we will notify you at once both by telephone and telecopy. With this assurance you can rely upon the absence of any such litigation at the time you approve the obligations unless we advise you otherwise.

After you have examined the obligations, kindly deliver them to the Office of the Comptroller of Public Accounts of the State of Texas. The Comptroller has received instructions as to disposition of such obligations following their registration.

Sincerely yours,

CITY OF KENNEDALE, TEXAS

____
Mayor

cc: Comptroller of Public Accounts

<u>RECEIPT FOR PROCEEDS</u>

The undersigned hereby certifies as follows:

(a) This Receipt is executed and delivered with reference to the **CITY OF KENNEDALE, TEXAS TAX NOTE, SERIES 2019** (the "***Note***")**,** dated September 1, 2019, in the aggregate principal amount of ***$*****____________** authorized by an ordinance passed by the City Council of the **CITY OF KENNEDALE, TEXAS** (the "***City***") on August 20, 2019.

(b) The undersigned is the duly chosen, qualified, and acting Director of Finance of the City.

(c) The Note has been duly delivered to the initial purchaser thereof, namely

____

(d) The Note has been paid for in full by said purchaser concurrently with the delivery of this Receipt, and the City has received, and hereby acknowledges receipt of, the agreed purchase price for the Note, being ***$*****____________** (which amount is equal to par), and no accrued interest.

EXECUTED and delivered this _________________________.

CITY OF KENNEDALE, TEXAS

____
Director of Finance

September __, 2019

CITY OF KENNEDALE, TEXAS
TAX NOTE, SERIES 2019
DATED AS OF SEPTEMBER 1, 2019
IN THE AGGREGATE PRINCIPAL AMOUNT OF $__________

AS BOND COUNSEL FOR THE CITY OF KENEDY, TEXAS (the "***City***") in connection with the issuance of the Tax Note described above (the "***Note***"), we have examined into the legality and validity of the Note, which bears interest from the dates specified in the text of the Note until maturity or prior redemption at the rates and payable on the dates as stated in the text of the Note, [and which is subject to redemption,] all in accordance with the terms and conditions stated in the text of the Note.

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas and a transcript of certified proceedings of the City, and other pertinent instruments authorizing and relating to the issuance of the Note including (i) the ordinance authorizing the issuance of the Note (the "***Ordinance***"), (ii) one of the executed Note (Certificate No. T-1), and (iii) the City's Federal Tax Certificate of even date herewith.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that the Note has been authorized, issued and delivered in accordance with law; that the Note constitutes a valid and legally binding general obligation of the City in accordance with its terms except as the enforceability thereof may be limited by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted relating to creditors' rights generally or by general principles of equity which permit the exercise of judicial discretion; that the City has the legal authority to issue the Note and to repay the Note; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law.

IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Note is excludable from the gross income of the owners for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion. We are further of the opinion that the Note is not a "specified private activity bond" and that, accordingly, interest on the Note will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal

Revenue Code of 1986. In expressing the aforementioned opinions, we have relied on certain representations of the City, the accuracy of which we have not independently verified, and have assumed compliance by the City with certain covenants regarding the use and investment of the proceeds of the Note and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or if the City fails to comply with such covenants, interest on the Note may become includable in gross income retroactively to the date of issuance of the Note.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Note, including the amount, accrual or receipt of interest on, the Note. Owners of the Note should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Note.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further given, and are based on our knowledge of facts, as of the date hereof. We assume no duty or obligation to update or supplement our opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "***Service***"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Note. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer. We observe that the City has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Note as includable in gross income for federal income tax purposes.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Note, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Note is as Bond Counsel for the City, and, in that capacity, we have been engaged by the City for the sole purpose of rendering an opinion with respect to the legality and validity of the Note under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Note for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the City, or the disclosure thereof in connection with the sale of the Note, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Note and we have relied solely on certificates executed by officials of the City as to the current outstanding indebtedness of, and assessed valuation of taxable property within, the City.

Respectfully,

KENNEDALE
Planning and Zoning Commission
www.cityofkennedale.com

STAFF REPORT TO THE BOARD OF DIRECTORS

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - C.

I. Subject:
CASE #PZ 19-05 — Conduct a public hearing and consider Ordinance 671, regarding a request by Cannon Maki for a rezoning from "R3" Residential to "C2" Commercial for approximately 6 acres located at 5306 Kennedale Sublett Road, Abstract 792, Tract 1 Less HS, James R Hawkins Survey, City of Kennedale, Tarrant County, Texas.

II. Originated by:

III. Summary:

BACKGROUND AND OVERVIEW	
Request	Rezone from R3 (Residential to C2 (Commercial)
Applicant	Cannon Maki
Location	5306 Kennedale Sublett Road
Surrounding Uses	Commercial, Vacant Land, Single-Family Residential
Surrounding Zoning	R3 in Kennedale, Commercial in Arlington
Future Land Use Plan Designation	Urban Village
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is currently vacant land.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property fronts Kennedale Sublett Road and is on the edge of Kennedale city boundaries with Arlington. Significant development has occurred in the immediate area recently in Arlington, including a Kroger, Starbucks, Chick-fil-a, personal storage facility and other retail and restaurants. A strip center for retail is currently under development directly across the street. This lot is within 1,000 feet of Interstate 287. Some single family homes exist immediately to the south, and this land will be part of the same development for residential. To the west of the development is a single family subdivision, Steeplechase.

STAFF REVIEW

Future Land Use Plan
The Future Land Use Plan indicates this property as Urban Village.

Related Goals From the Comprehensive Land Use Plan
The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.
  Promote access to jobs. Create job opportunities in Kennedale that help stabilize the local tax base

and allow residents to work close to home. Support sustainable business practices. Encourage businesses to conduct their operations in support of the local economy to maximize growth and available resources.

City Council Ends Statements and Goals

- Business uses are compatible with residential areas.
- Well planned community based on principles of a connected city, economic prosperity, and a thriving community.

SUMMARY

This property has been vacant for many years. The growth in the area along with the surrounding development in the immediate vicinity has made this property viable for commercial development. Continued growth in Kennedale and in adjacent Arlington has created demand for retail development. The location on Kennedale Sublett, a commercial corridor, along with the surrounding commercial uses, indicates that C2 zoning is an appropriate zoning for this site. The developer has requested C2 instead of C1 to have the ability to have drive throughs. Staff met with the developers to discuss the potential of UV zoning, since there is discussion of higher density residential behind this site to the south. It appears that another developer will be developing the residential, and this commercial site will be developed first, thus the reason for the request for zoning for the commercial site only at this time. Additionally staff is currently proposing modifications to multi-family zoning that will require similar building and street form as is required in UV zoning, so the residential behind this site could have the Urban Village walkability and feel. During site plan review, staff will encourage the commercial development to be walkable have connectivity to the residential and other areas around it.

The Planning & Zoning Commission approved the application with a 4-3 vote at the July 30, 2019 P&Z meeting.

STAFF RECOMMENDATION

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

ACTION BY THE CITY COUNCIL

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

IV. Notification:

V. Fiscal Impact Summary:

VI. Legal Impact:

VII. Recommendation:

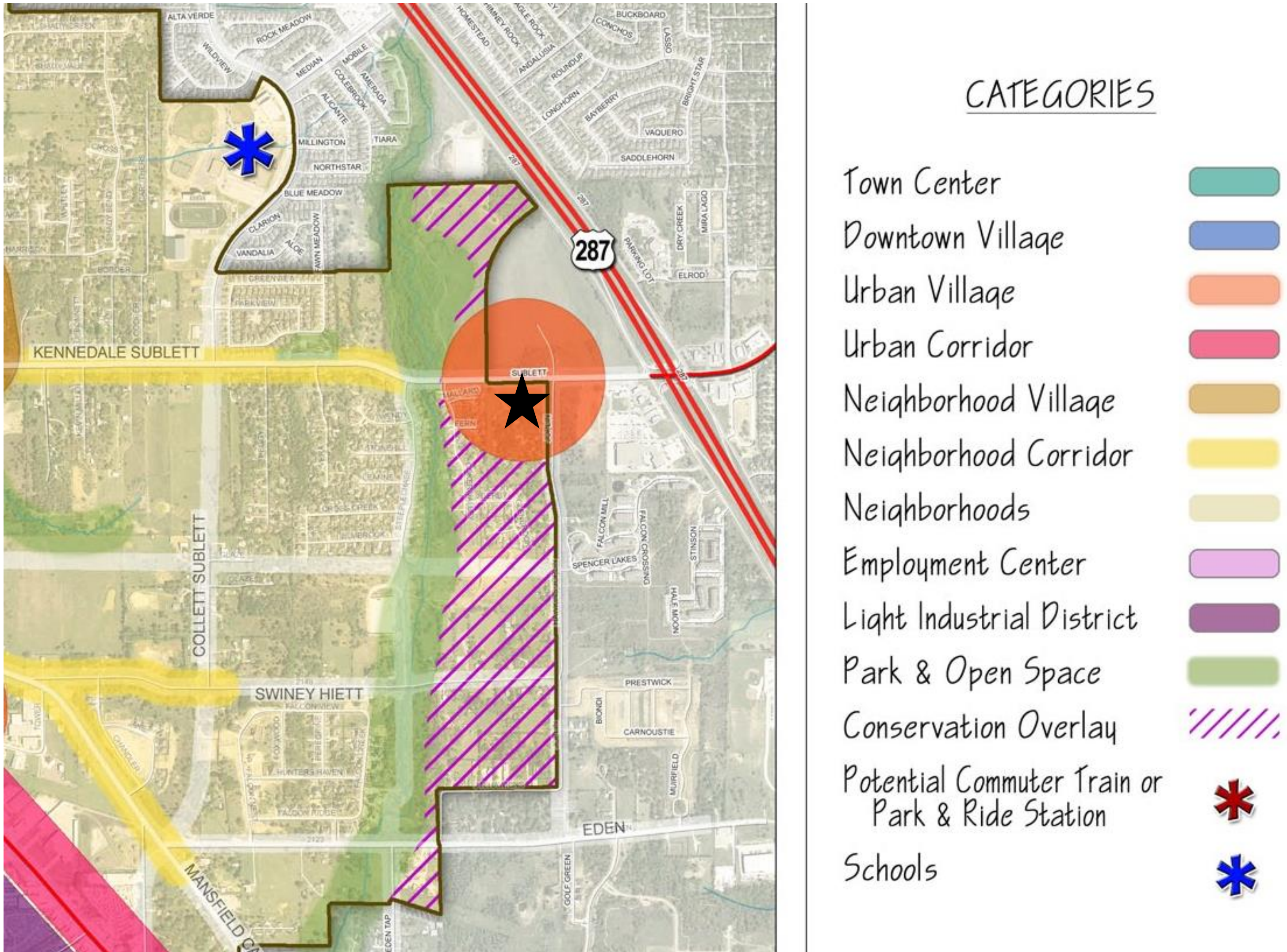
VIII. Alternative Actions:

IX. Attachments:

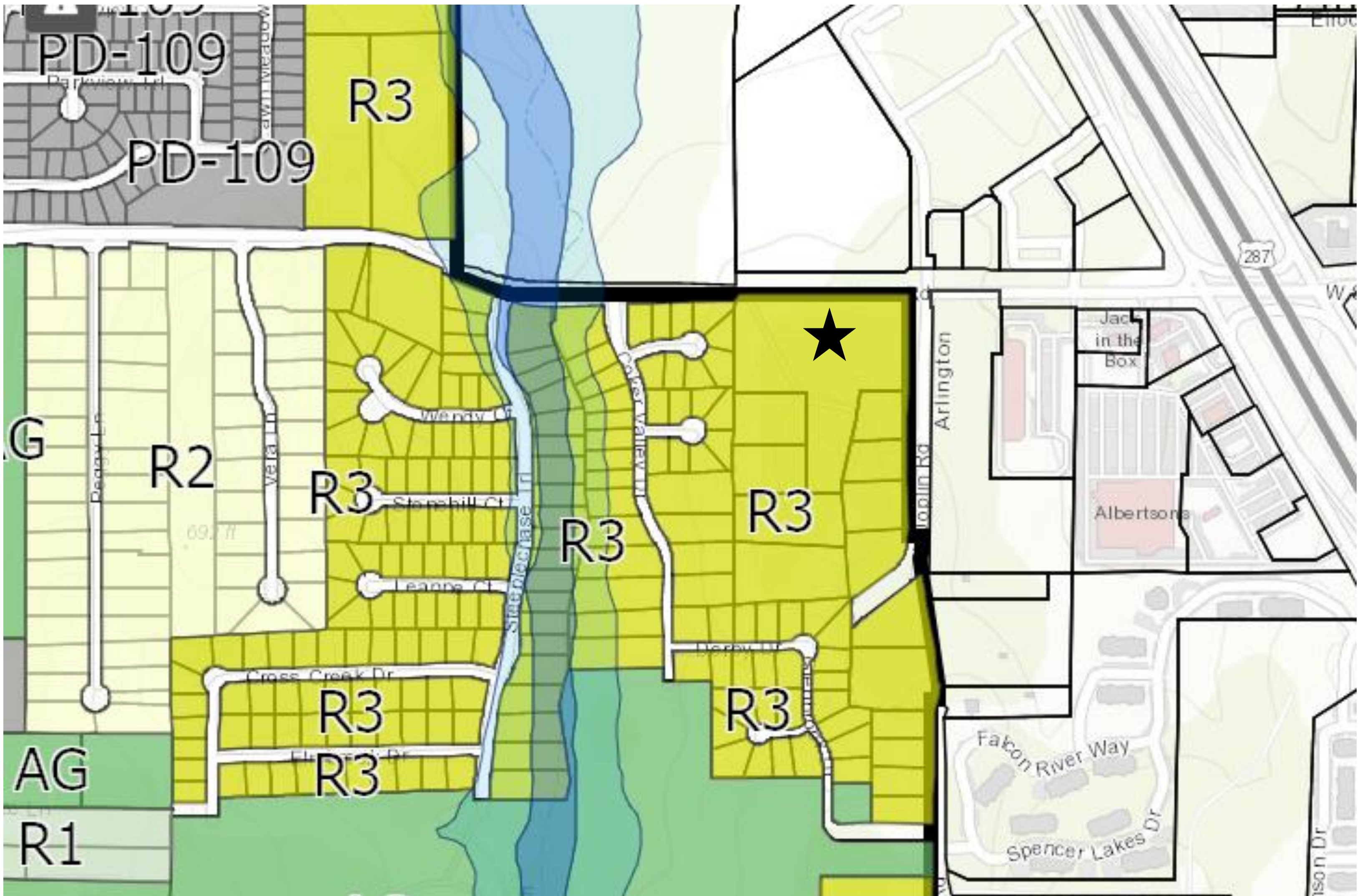
1.	PZ 19-05 Map	PZ 19-05 Map.pdf
2.	O671_5306 Kennedale Sublett Road from R3 to C2 PZ 19-05	O671_5306 Kennedale Sublett Road from R3 to C2 PZ 19-05_TOASE.pdf

PZ 19-05
5306 KENNEDALE SUBLETT RD

PZ 19-05 FUTURE LAND USE PLAN
5306 KENNEDALE SUBLETT RD



PZ 19-05 ZONING
5306 KENNEDALE SUBLETT RD



ORDINANCE NO. 671

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 6 ACRES DESCRIBED AS ABSTRACT 792, TRACT 1, LESS HS, JAMES R HAWKINS SURVEY, FROM "R-3" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, is a home rule 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; 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, a change in the zoning classification of the property listed below was requested by a person or entity having a proprietary interest in said property; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale, Texas, on July 30, 2019, and by the City Council of the City of Kennedale, Texas, on August 20, 2019, with respect to the zoning change 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 of the City of Kennedale, Texas, does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

> Approximately 6 acres, located at 5306 Kennedale Sublett Road, and being described as Abstract 792, Tract 1, Less HS, James R Hawkins Survey, Tarrant County, Texas, on the illustration attached hereto as Exhibit “A” and incorporated herein for all purposes of this ordinance, is hereby rezoned from “R-3” Single Family Residential District to “C-2” General Commercial District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The use of the property hereinabove described shall be subject to all the applicable regulations contained in the Unified Development Code, as amended, and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

SECTION 5.

This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other Ordinances of the City of Kennedale, Texas, 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.

All rights or remedies of the City of Kennedale, Texas, are expressly saved as to any and all violations of Unified Development Code, as amended, 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 7.

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 8.

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 9.

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

SECTION 10.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 20TH DAY OF AUGUST, 2019.

APPROVED:

____

MAYOR BRIAN JOHNSON

ATTEST:

[C I T Y S E A L]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

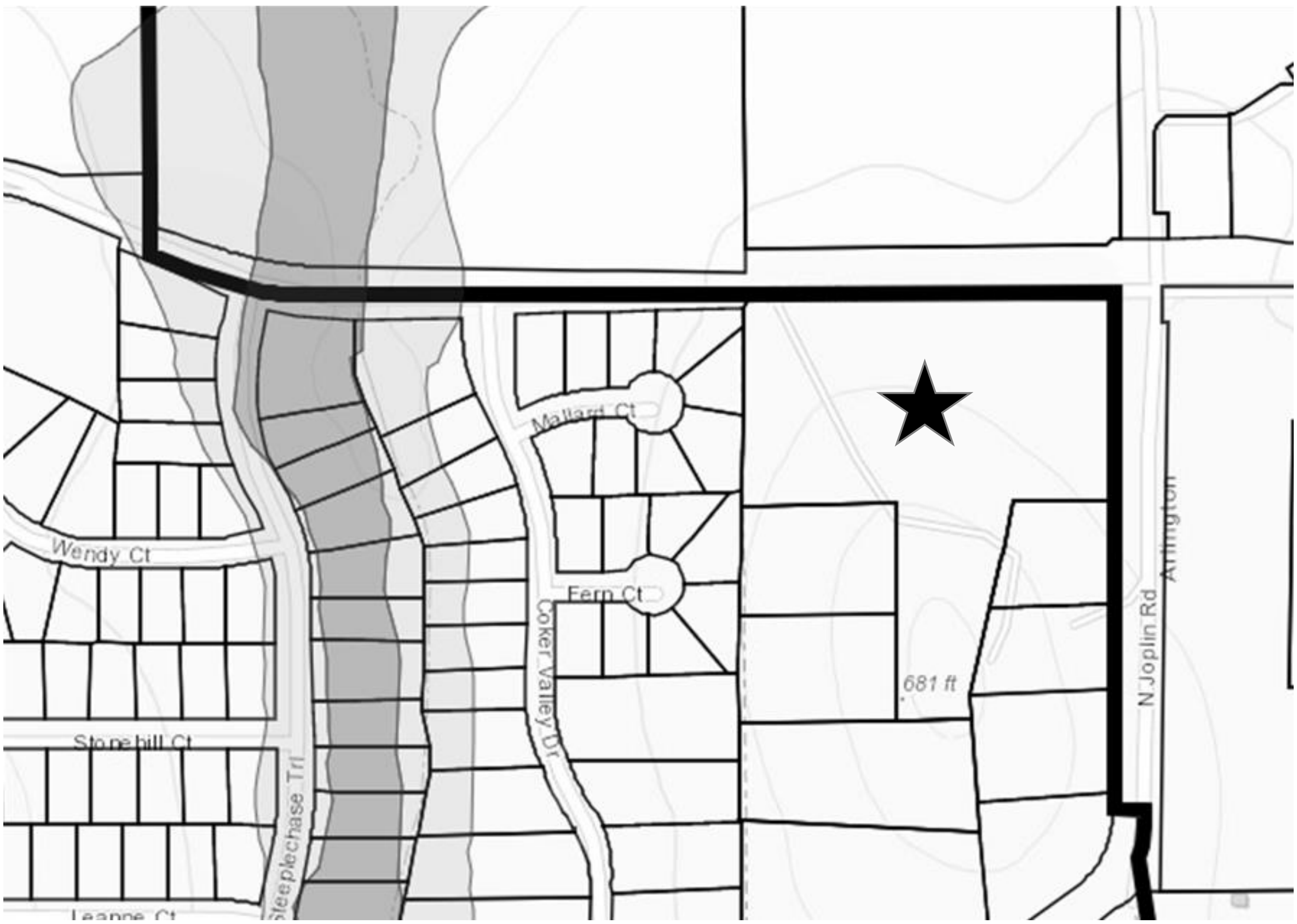
EFFECTIVE DATE:

____

____

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. 671
EXHIBIT A



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - D.

I. Subject:
CASE #PZ 19-06 — Conduct a public hearing and consider Ordinance 672, regarding a request by Adlai Pennington for a rezoning from "I" Industrial to "C2" Commercial for approximately 2 acres located at 1170 E Kennedale Parkway, Abstract 378, Tract 1DD01, E C Cannon Survey, City of Kennedale, Tarrant County, Texas

II. Originated by:

Melissa Dailey, Director of Planning & Economic Development

III. Summary:

BACKGROUND AND OVERVIEW	
Request	Rezone from I (Industrial) to C2 (Commercial)
Applicant	Adlai Pennington
Location	1170 E Kennedale Parkway
Surrounding Uses	Primarily Light and heavy industrial
Surrounding Zoning	I, PD-ID
Future Land Use Plan Designation	Light Industrial
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY
The property is currently operated as Red's Roadhouse, an event and party venue. The applicant leases the property from the Economic Development Corporation with the option to purchase the property.

SURROUNDING PROPERTIES & NEIGHBORHOOD
The property fronts Kennedale Parkway and is surrounding by a variety of auto uses such as salvage yards and auto repair, and Speed Fab-Crete. Tarrant County has a maintenance facility across the street.

STAFF REVIEW
Future Land Use Plan
The Future Land Use Plan indicates this property as Urban Corridor with Light Industrial District behind urban corridor uses fronting the Parkway. This use is consistent with the urban corridor use. The City does not have a zoning category for light industrial, only Industrial. The zoning category that captures many of the Light Industrial uses includes C2 zoning, which allows both commercial and some light industrial uses similar to existing uses near this site.

Related Goals From the Comprehensive Land Use Plan
The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.
  Promote access to jobs. Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home. Support sustainable business practices. Encourage businesses to conduct their operations in support of the local economy to maximize growth and available resources.

City Council Ends Statements and Goals

- Business uses are compatible with residential areas.
- Well planned community based on principles of a connected city, economic prosperity, and a thriving community.

SUMMARY

The applicant has leased this property from the Economic Development Corporation (EDC). The goal for the EDC was to attract business and create activity along Kennedale Parkway. Red's Roadhouse has been in operation as an events and party venue. The applicant would like to bring food service with a drive through to the site, which is not allowed in "I" zoning. Attracting restaurants brings business to Kennedale, helping to accomplish a goal for the Economic Development Corporation. The EDC, as the owner of this property, voted to approve the applicant's request to rezone the property to C2 at their regular meeting on June 25, 2019. This use is consistent with the urban corridor identified on the Future Land Use Plan.

The Planning & Zoning Commission (P&Z) denied the application with a 5-2 vote at their regular meeting on August 15, 2019. The P&Z recommended that the current use be allowed to continue. The operator of the current use would be able to continue the use and adapt to market conditions with needed changes with C2 zoning.

STAFF RECOMMENDATION

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

ACTION BY THE CITY COUNCIL

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

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

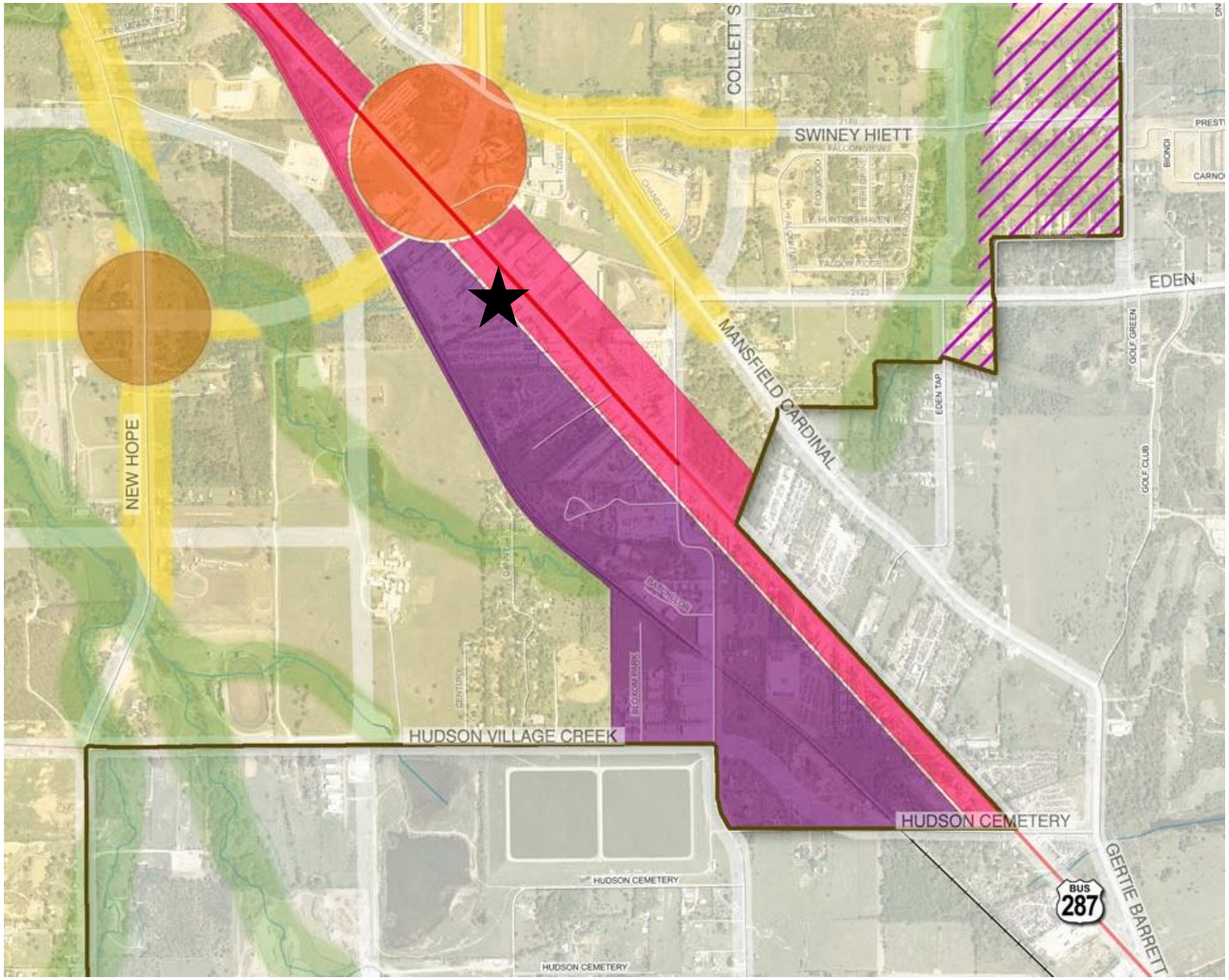
VII. Alternative Actions:

VIII. Attachments:

1.	PZ 19-06 Map	PZ 19-06 Map.pdf
2.	O672 RedsRoadhouseZoningC2	O672 RedsRoadhouseZoningC2_TOASE_FF.pdf

PZ 19-06
1170 E Kennedale Parkway

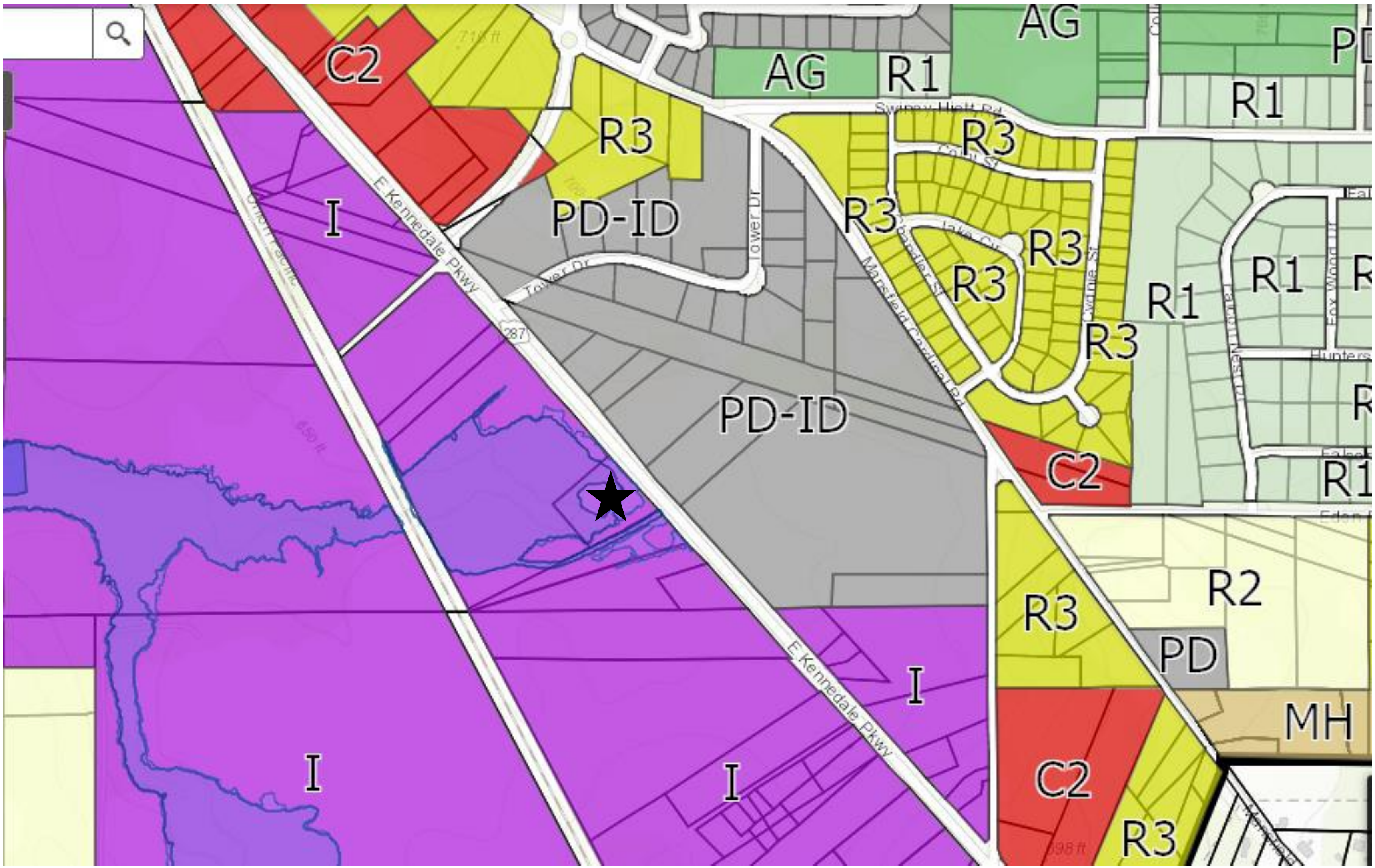
PZ 19-06 Future Land Use Plan
1170 E Kennedale Parkway



CATEGORIES

- Town Center
- Downtown Village
- Urban Village
- Urban Corridor
- Neighborhood Village
- Neighborhood Corridor
- Neighborhoods
- Employment Center
- Light Industrial District
- Park & Open Space
- Conservation Overlay
- Potential Commuter Train or Park & Ride Station
- Schools

PZ 19-06 Zoning
1170 E Kennedale Parkway



ORDINANCE NO. 672

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 2 ACRES DESCRIBED AS ABSTRACT 378, TRACT 1DD01, E C CANNON SURVEY, FROM "I" INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas is a home rule 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;

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, a change in the zoning classification of the property listed below was requested by a person or entity having a proprietary interest in said property; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on August 15, 2019 and by the City Council of the City of Kennedale on August 20, 2019, with respect to the zoning change 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 of the City of Kennedale, Texas does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

SECTION 1.

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

> Approximately 2 acres, located at 1170 E Kennedale Parkway, and being described as Abstract 378, Tract 1DD01, E C Cannon Survey, Tarrant County, Texas, on the illustration attached hereto as Exhibit “A” and incorporated herein for all purposes of this ordinance, is hereby rezoned from “I” Industrial District to “C-2” General Commercial District.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The use of the property hereinabove described shall be subject to all the applicable regulations contained in the Unified Development Code, as amended, and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

SECTION 5.

This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other Ordinances of the City of Kennedale, Texas, 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.

All rights or remedies of the City of Kennedale, Texas, are expressly saved as to any and all violations of Unified Development Code, as amended, 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 7.

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 8.

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 9.

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

SECTION 10.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 20TH DAY OF AUGUST, 2019.

APPROVED:

MAYOR BRIAN JOHNSON

ATTEST:

[C I T Y S E A L]

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. 672
EXHIBIT A

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - E.

I. Subject:
Conduct a public hearing and consider approval of Ordinance 673, amending the Unified Development Code by including additional multi-family regulations by adding a new Section 3.6 “Additional Multi-Family Regulations”, amending Section 12.8 “Required Off-street Parking”, and amending Table 13.6 "Buffer Area Landscape Requirement.”

II. Originated by:

Melissa Dailey, Director of Planning & Economic Development

III. Summary:
The Comprehensive Plan principles include promoting access to housing for people of varying financial means and residential preferences and supporting a walkable environment. The Unified Development Code (UDC) includes a zoning category for “MF” Multi-Family for higher density residential developments, offering a different type of housing. However, the MF requirements do not result in site plans that create a walkable community.

Staff is recommending the attached revisions to the UDC code regarding MF zoning requirements. These revisions are similar to those in Village Zoning within the UDC code that relates to residential development.

These revisions will result in multi-family developments being urban in character and walkable both within the multi-family communities and connected to adjacent developments. This type of development is common throughout the Metroplex in response to market demand.

The Planning & Zoning Commission recommended approval with a 6-1 vote at their Regular Meeting on Thursday, August 15, 2019.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	MF Zoning Changes	MF Zoning Changes.pdf
2.	O673_Multi Family MF	O673_Multi Family MF_TOASE.pdf

Proposed Revisions to Multi-Family (MF) Zoning

Purpose:
To require a higher standard of development for new multi-family developments by utilized a form-based code similar to Village zoning. These modifications are consistent with the Comprehensive Plan Economic Prosperity principle of "Promoting access to housing", providing housing options for people of varying financial means and residential preferences, while ensuring quality development in the City.

Form and Character:
Multi-family developments should have an urban building form and street frontage. The primary building form is street-oriented with windows across the façade and one or more entrances along the street. Buildings sit behind a landscaped dooryard and may be configured around a courtyard. The buildings define the street space and typically provide private open space through a combination of balconies, roof decks and spaces interior to the lot.

Building Form Standards
All buildings shall meet the following standards:
Height:

- The height of all buildings is measured in stories, with an ultimate building height in feet, measured to the top of the wall plate. At no time may a building exceed the prescribed maximum height in stories or in feet.
- All heights are measured from the average fronting sidewalk elevation (at the required building line) unless otherwise noted.
- A half-story (or attic story), defined as habitable space within a pitched roof, does not count against the maximum height in stories or feet, but may provide no greater than 75 percent of the square footage of the floor immediately below.
- The prescribed minimum story clear height shall be met within 30 feet of the required building line (RBL) and by at least 80 percent of each story floor area.
- The required ground story finished floor level shall be measured within 30 feet of any RBL.
- Residential entrances may be at grade, with transitions to meet the minimum finished floor elevation within the building interior.

Siting:

- Building facades shall be built to the RBL.
- The building façade shall be built to the RBL within 30 feet of a block corner.
- No part of any building or structure may encroach beyond the RBL or into any required setback except overhanging eves, awnings, balconies, bay windows, stoops, steps or barrier free ramps approved by the Administrator.
- There are no side setbacks
- The parking setback line is generally 20 or 30 feet behind the RBL. Vehicle parking shall be located behind the parking setback line, except where parking is provided below grade, on street, or otherwise indicated.
- All lots, including corner lots and through lots, shall satisfy the build-to requirements for any and all of their RBL frontages.

Elements:

- Fenestration is regulated as a percentage of the façade between floor levels. Fenestration is measured as a glass area (including mullions, muntins, and similar window frame elements with a dimension less than one inch) and/or open area.
- At least one (1) functioning entry door shall be provided along each ground story façade. The maximum distance between functioning façade entrances shall not be exceed.
- In no case shall a garage door be located at or face the RBL.
- No privates fences may be constructed forward of the RBL.
- A garden wall may be used to define the street edge, to secure a pedestrian passage, to enclose a courtyard space, on rear lot lines, or to screen building service elements.

Height	
Max Building	3 stores and 38’
Minimum ground floor clear height	9’
Minimum upper story clear height	9’
Max Garden Wall Height	10’
Max Privacy Fence Height	7’
Siting	
Min Build-To	75%
Min Parking Steback	30’
Side setbacks	None required
Min rear setback with alley	3’
Min rear setback with no ally	20’
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Max building footprint	8,000 sf
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30’
Max Distance between Façade Entrances	60’
Balconies	Permitted

Parking

- Parking may be located on the street, in a surface lot or in a structure.
- No parking shall be located between the building façade and the back of curb.
- All off-street parking shall be located behind the parking setback line, typically 25’ feet or more behind the back of sidewalk
- All surface parking (as well as loading areas) shall be placed to the rear or to the side of the buildings, but in no case shall more than 60 feet of the property frontage (along the required building line) be used for surface parking.
- All surface parking and loading areas shall be screened from public areas, public sidewalks, and abutting residentially zoned properties by landscaping and a four (4) foot solid wall or a combination masonry and a wrought iron or metal fence.

- When parking is above grade within a structure, a façade treatment that is consistent (in terms of materials and design) with the building façade shall be provided for the parking floors/levels.
- Parking structures shall be constructed so that commercial uses occupy the ground floor level on all street frontages. Automobile parking spaces are to be provided as required in this section and configured according to Sections 12.8 and 12.9.
- Residential minimum reserved parking spaces per unit: Up to 1,000 square feet, regardless of bedroom county: one (1) space/unit. Above 1,000 square feet: one and a quarter (1.25) spaces per unit.

Bicycle parking:

- Sites and/or projects over 10,000 square feet in land area require one (1) tenant bicycle parking rack (2-bike capacity) per ten (10) units. Buildings under four (4) units shall have no requirement.
- Bicycle parking facilities shall be visible to intended users. The bicycle parking facilities shall not encroach on any area in the public right-of-way designated as the clear walkway nor shall they encourage on any required fire egress.
- On-street bicycle parking spaces (typically along the street tree alignment line) may be counted toward the minimum customer/visitor bicycle parking requirement. For areas with constrained street-space, an optional approach is to consolidate public bicycle parking in a singe (1) dedicated on-street parking space per block.
- Bike rack design shall meet the requirements of Section 12.4D.

Permissive Parking and Loading Facilities :
Nothing in this ordinance shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, in accordance with all regulations herein governing the location, design and operation of such facilities.
A parking

On-Street Parking
A parking space located on a public street may be included in the calculation of parking requirements if it is adjacent to the building site (where more than 50 percent of the space is fronting)
Each on-street parking space may only be counted once.

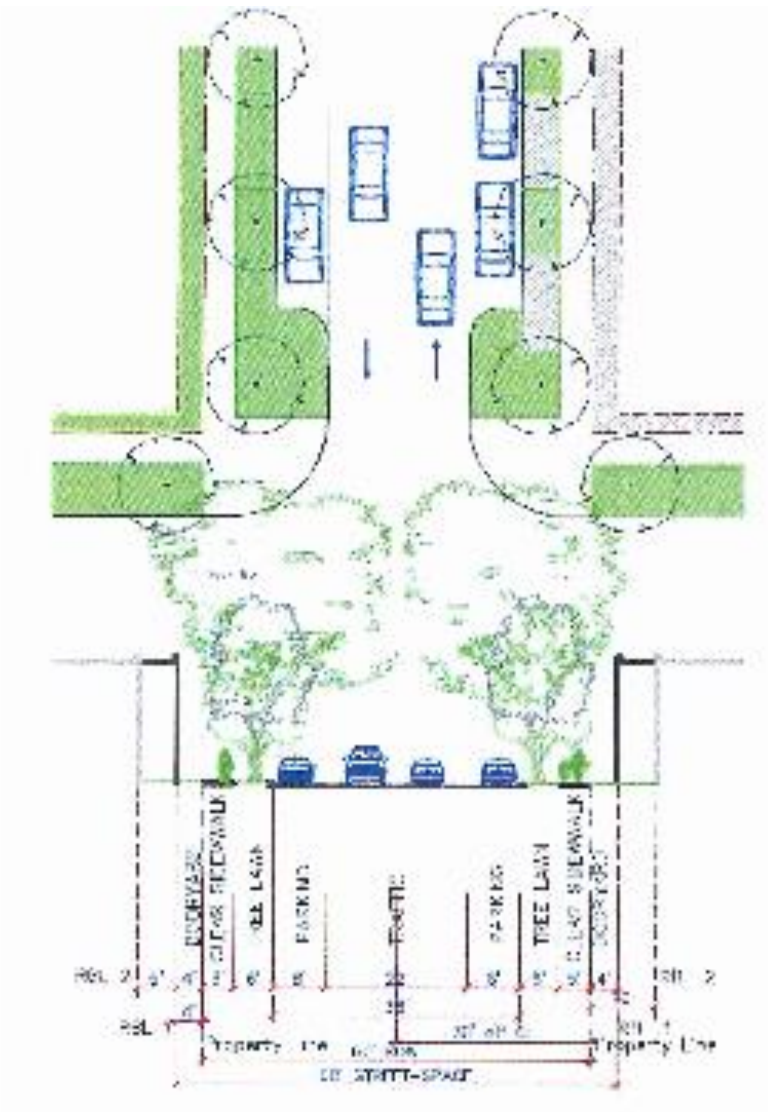
Loading Facilities
If provided, loading zones shall be located to the rear and/or alley side of buildings.

Parking Lot Plantings for New Development
Trees: for any surface parking lot not separated from the street or public realm by a building, the space between the RBL and the parking setback line shall be planted with canopy shade trees. Trees shall be planted at an average distance not to exceed 30 feet on center and aligned parallel three (3) to seven (7) feet behind the RBL or garden wall.

Edge
The edge of any surface parking lot adjacent to a single family lot shall:
Be planted with canopy shade trees placed at an average distance not to exceed 40 feet on center and aligned parallel three (3) to seven (7) feet behind the common lot line; and
Have a garden wall or privacy fence along the common lot line at least three(3) feet in height.

Streets & Streetscape – Public Realm

The street graphic illustrates the recommended typical configuration for street spaces within multi-family developments. The plans and sections specify ideal vehicular travel lane widths, curb radii, sidewalks, tree planting areas, and on-street parking configurations. The streets must work in conjunction with the building form standards to create the type of walkable place envisioned by the Comprehensive Plan. Streets must balance the needs of all forms of traffic – auto, bicycle and pedestrian.



ORDINANCE NO. 673

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY INCLUDING ADDITIONAL MULTI-FAMILY REGULATIONS BY ADDING A NEW SECTION 3.6 "ADDITIONAL MULTI-FAMILY REGULATIONS", AMENDING SECTION 12.8 "REQUIRED OFF-STREET PARKING" AND TABLE 13.6 "BUFFER AREA LANDSCAPE REQUIREMENTS"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted the City of Kennedale Unified Development Code ("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 Council deems it necessary and in the best interest of the public health, safety and welfare to adopt additional multi-family regulations for future multi-family developments that locate within the city; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas, held a public hearing on August 15, 2019, and the City Council of the City of Kennedale, Texas, held a public hearing on August 20, 2019, with respect to the amendments 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, TEXAS, THAT:

SECTION 1.

Article 3 "Agricultural and Residential Zoning Districts" of the Unified Development Code is hereby amended by adding a new Section 3.6 to read as follows:

3.6 Additional Multi-Family Regulations

A. *Purpose*. To require a higher standard of development for new multi-family developments by utilized a form-based code similar to Village zoning. These modifications are consistent with the Comprehensive Plan Economic Prosperity principle of "Promoting access to housing", providing housing options for people of varying financial means and residential preferences, while ensuring quality development in the City.

B. *Form and Character*. Multi-family developments should have an urban building form and street frontage. The primary building form is street-oriented with windows across the façade and one or more entrances along the street. Buildings sit behind a landscaped dooryard and may be configured around a courtyard. The buildings define the street space and typically provide private open space through a combination of balconies, roof decks and spaces interior to the lot.

C. *Building Form Standards*. All buildings shall meet the following standards:

1. Height.

   a. The height of all buildings is measured in stories, with an ultimate building height in feet, measured to the top of the wall plate. At no time may a building exceed the prescribed maximum height in stories or in feet.

   b. All heights are measured from the average fronting sidewalk elevation (at the required building line) unless otherwise noted.

   c. A half-story (or attic story), defined as habitable space within a pitched roof, does not count against the maximum height in stories or feet, but may provide no greater than 75 percent of the square footage of the floor immediately below.

   d. The prescribed minimum story clear height shall be met within 30 feet of the required building line (RBL) and by at least 80 percent of each story floor area.

   e. The required ground story finished floor level shall be measured within 30 feet of any RBL.

   f. Residential entrances may be at grade, with transitions to meet the minimum finished floor elevation within the building interior.

2. Siting.

   a. Building facades shall be built to the RBL.

   b. The building façade shall be built to the RBL within 30 feet of a block corner.

   c. No part of any building or structure may encroach beyond the RBL or into any required setback except overhanging eves, awnings, balconies, bay windows, stoops, steps or barrier free ramps approved by the Administrator.

   d. There are no side setbacks

   e. The parking setback line is generally 20 or 30 feet behind the RBL. Vehicle parking shall be located behind the parking setback line, except where parking is provided below grade, on street, or otherwise indicated.

   f. All lots, including corner lots and through lots, shall satisfy the build-to requirements for any and all of their RBL frontages.

3. Elements.

   a. Fenestration is regulated as a percentage of the façade between floor levels. Fenestration is measured as a glass area (including mullions, muntins, and similar window frame elements with a dimension less than one inch) and/or open area.

   b. At least one (1) functioning entry door shall be provided along each ground story façade. The maximum distance between functioning façade entrances shall not be exceed.

   c. In no case shall a garage door be located at or face the RBL.

   d. No privates fences may be constructed forward of the RBL.

   e. A garden wall may be used to define the street edge, to secure a pedestrian passage, to enclose a courtyard space, on rear lot lines, or to screen building service elements.

Height	
Max Building	3 stores and 38’
Minimum ground floor clear height	9’
Minimum upper story clear height	9’
Max Garden Wall Height	10’
Max Privacy Fence Height	7’
Siting	
Min Build-To	75%
Min Parking Setback	30’
Side setbacks	None required
Min rear setback with alley	3’
Min rear setback with no ally	20’
Garden wall	Permitted on unbuilt RBL
Privacy fence	Permitted on common and rear lot lines only
Max building footprint	8,000 sf
Elements	
Min/Max Ground floor Façade Fenestration	33 to 80%
Min/Max Upper Story Fenestration	20 to 70%
Max Blank Wall Limitation	30’
Max Distance between Façade Entrances	60’
Balconies	Permitted

4. Parking.

a. Parking may be located on the street, in a surface lot or in a structure.

b. No parking shall be located between the building façade and the back of curb.

c. All off-street parking shall be located behind the parking setback line, typically 25’ feet or more behind the back of sidewalk.

d. All surface parking (as well as loading areas) shall be placed to the rear or to the side of the buildings, but in no case shall more than 60 feet of the property frontage (along the required building line) be used for surface parking.

e. All surface parking and loading areas shall be screened from public areas, public sidewalks, and abutting residentially zoned properties by landscaping and a four (4) foot solid wall or a combination masonry and a wrought iron or metal fence.

f. When parking is above grade within a structure, a façade treatment that is consistent (in terms of materials and design) with the building façade shall be provided for the parking floors/levels.

g. Parking structures shall be constructed so that commercial uses occupy the ground floor level on all street frontages. Automobile parking spaces are to be provided as required in this section and configured according to Sections 12.8 and 12.9.

h. Residential minimum reserved parking spaces per unit: Up to 1,000 square feet, regardless of bedroom count: one (1) space/unit. Above 1,000 square feet: one and a quarter (1.25) spaces per unit.

5. Bicycle Parking.

a. Sites and/or projects over 10,000 square feet in land area require one (1) tenant bicycle parking rack (2-bike capacity) per ten (10) units. Buildings under four (4) units shall have no requirement.

b. Bicycle parking facilities shall be visible to intended users. The bicycle parking facilities shall not encroach on any area in the public right-of-way designated as the clear walkway nor shall they encourage on any required fire egress.

c. On-street bicycle parking spaces (typically along the street tree alignment line) may be counted toward the minimum customer/visitor bicycle parking requirement. For areas with constrained street-space, an optional approach is to consolidate public bicycle parking in a single (1) dedicated on-street parking space per block.

d. Bike rack design shall meet the requirements of Section 12.4D.

6. Permissive Parking and Loading Facilities. Nothing in this ordinance shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, in accordance with all regulations herein governing the location, design and operation of such facilities.

7. On-Street Parking. A parking space located on a public street may be included in the calculation of parking requirements if it is adjacent to the building site (where more than 50 percent of the space is fronting). Each on-street parking space may only be counted once.

8. Loading Facilities. If provided, loading zones shall be located to the rear and/or alley side of buildings.

9. Parking Lot Plantings for New Development.

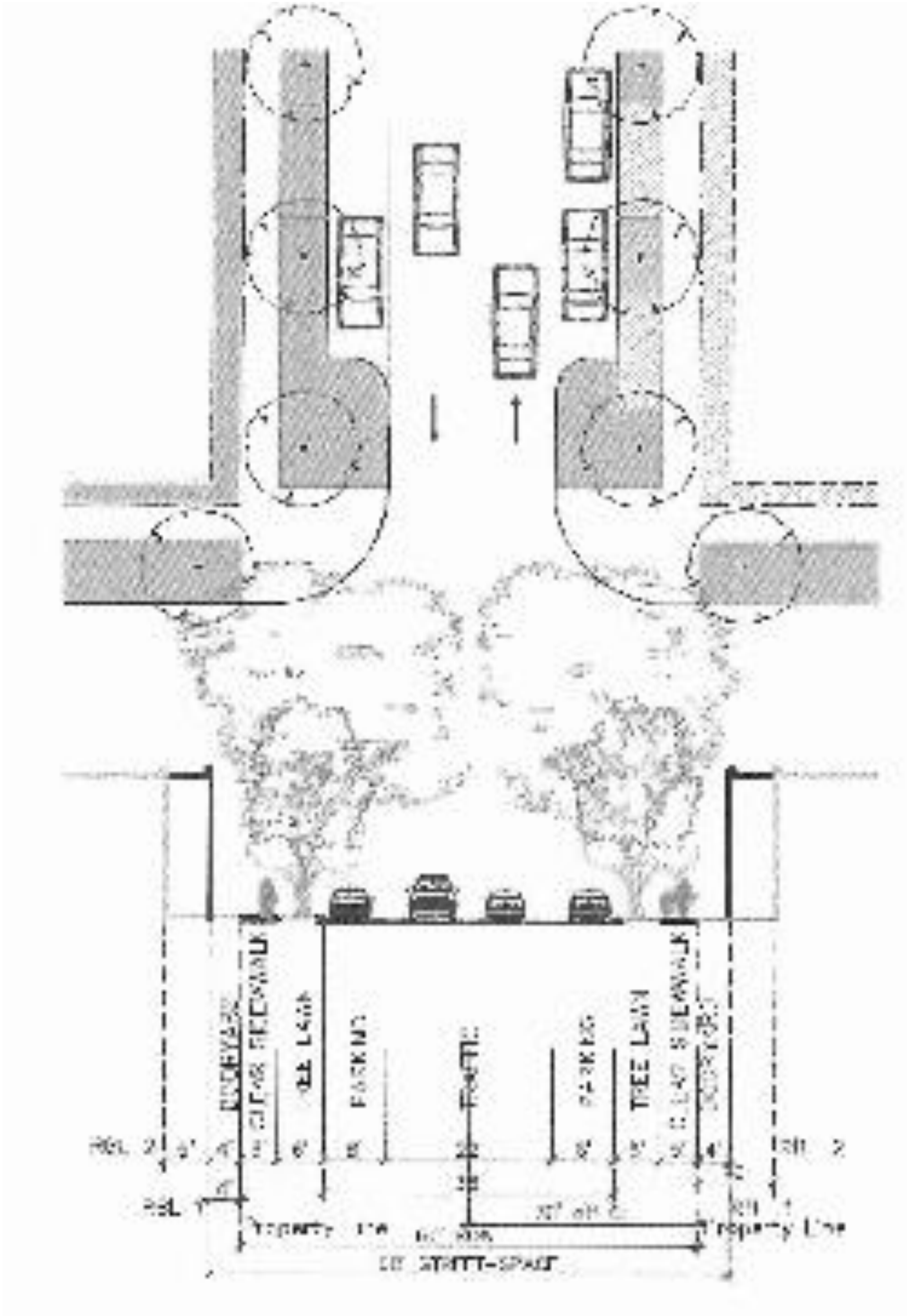
   a. Trees. For any surface parking lot not separated from the street or public realm by a building, the space between the RBL and the parking setback line shall be planted with canopy shade trees. Trees shall be planted at an average distance not to exceed 30 feet on center and aligned parallel three (3) to seven (7) feet behind the RBL or garden wall.

   b. Edge. The edge of any surface parking lot adjacent to a single-family lot shall:

      i. Be planted with canopy shade trees placed at an average distance not to exceed 40 feet on center and aligned parallel three (3) to seven (7) feet behind the common lot line; and

      ii. Have a garden wall or privacy fence along the common lot line at least three (3) feet in height.

   c. Streets & Streetscape – Public Realm. The street graphic below illustrates the recommended typical configuration for street spaces within multi-family developments. The plans and sections specify ideal vehicular travel lane widths, curb radii, sidewalks, tree planting areas, and on-street parking configurations. The streets must work in conjunction with the building form standards to create the type of walkable place envisioned by the Comprehensive Plan. Streets must balance the needs of all forms of traffic – auto, bicycle and pedestrian.



SECTION 2.

Section 12.8 “Required Off-Street Parking” of the Unified Development Code is amended by amending Section 12.8.A.6. to read as follows:

“6. <u>MF District</u>. Parking spaces must be enclosed or covered in compliance with Section 3.6 of this Code”.

SECTION 3.

Table 13.6 “Buffer Area Landscape Requirements” of the Unified Development Code is hereby amended to read as follows:

Table 13.6 Buffer Area Landscape Requirements			
District	Type	Min. Width	Min. Landscaping Requirements per 50 Linear Ft.
AG, R-1, R-2, R-3, D, MH (non- agricultural and residential principal uses)	1	10 ft.	1 canopy tree or 1 evergreen tree 1 ornamental tree or 12 shrubs
MF	In compliance with Section 3.6		
C-0, C-1, C-2	2	10 ft.	1 canopy tree 1 evergreen tree or 1 ornamental tree 8 shrubs
I	3	25 ft.	2 canopy trees 1 evergreen tree or 1 ornamental tree 12 shrubs

SECTION 4.

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 5.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, 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 invalid or unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 6.

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

SECTION 7.

All rights and remedies of the City of Kennedale, Texas, are expressly saved as to any and all violations of the provisions of any ordinances governing development 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 8.

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

SECTION 9.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 20TH DAY OF AUGUST, 2019.

APPROVED:

____

MAYOR BRIAN JOHNSON

[C I T Y S E A L]

ATTEST:

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____

CITY ATTORNEY DREW LARKIN

EFFECTIVE DATE:

____

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - F.

I. Subject:
Conduct a public hearing and consider approval of Ordinance 674, amending the Unified Development Code by adding a new "R-4" Single-Family District and providing for new R-4 District regulations by amending Section 3.1 "Purpose", Table 3.2 "Schedule of Uses: Agricultural and Residential Districts", Table 3.3 "Spatial Requirements: Agricultural and Residential Districts", Section 10.9.C.1 "Dwellings per Lot", Section 11.2 "Accessory Buildings", Section 11.30 "Residential Sales", Section 11.36 "Sexually Oriented Businesses", Section 11.38 "Temporary Uses", Section 12.8 "Required Off-Street Parking", Section 13.2 "General Landscaping Requirements", Table 13.6 "Buffer Area Landscape Requirements", and Section 29.5 "Board of Adjustment".

II. Originated by:

Melissa Dailey, Director of Planning & Economic Development

III. Summary:
Most of the residential developments in recent years have had smaller lot sizes than what is currently allowed by the City's Unified Development Code (UDC). Currently, the smallest allowable lot width for a single family development is 80 feet wide (R3). The City's code currently has three zoning categories – R1 with a 100-foot width and 1 acre minimum; R2 with a 100-foot width and approximately 1/3 acre minimum; and R3 with an 80-foot width and 1/5 acre minimum.

Developments including the Glen of Village Creek, Hilltop, and (most recently) Magnolia Hills, are all smaller lot developments of 5,000 to 6,000 square feet, with most lots having a 50-foot width. Oak's Court – a small new development of 14 homes targeted to baby boomers – includes lots that are 40 feet wide. These developments are being built to respond to the significant growth in the Metroplex. More than half of the population is comprised of millennials and baby boomers, many of whom have a tendency to want properties with less yard and maintenance.

The only current zoning option for these smaller lot developments is PD (Planned Development) zoning, and the process to obtain a PD requires an extensive amount of time for developers. This longer approval time creates a deterrent to residential development for Kennedale. Planned Developments are intended to be a zoning option for unique developments that do not fit into any existing zoning categories. Smaller lot developments are not unique in this market, as evidenced by the trend for residential development in Kennedale in the last several years.

In response to the demand for smaller lot developments in this market, staff is recommending an additional residential zoning category of R4, which would allow for a minimum 5,000 square foot lot with 50-foot frontages and 5-foot side setbacks. As with all rezoning, a request for R4 zoning would be subject to the same review and approval process as other applications, but the option for the smaller lot size would be available to developers and would streamline the process.

The Planning & Zoning Commission recommended approval by a 6-1 vote at their Regular Meeting on August 15, 2019.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

VII. Alternative Actions:

VIII. Attachments:

1.	O674_R-4 Zoning District	O674_R-4 Zoning District_TOASE.pdf

ORDINANCE NO. 674

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY ADDING A NEW "R-4" SINGLE-FAMILY DISTRICT AND PROVIDING FOR NEW R-4 DISTRICT REGULATIONS BY AMENDING SECTION 3.1 "PURPOSE", TABLE 3.2 "SCHEDULE OF USES: AGRICULTURAL AND RESIDENTIAL DISTRICTS", TABLE 3.3 "SPATIAL REQUIREMENTS: AGRICULTURAL AND RESIDENTIAL DISTRICTS", SECTION 10.9. C.1. "DWELLINGS PER LOT", SECTION 11.2 "ACCESSORY BUILDINGS", SECTION 11.30 "RESIDENTIAL SALES", SECTION 11.36 "SEXUALLY ORIENTED BUSINESSES", SECTION 11.38 "TEMPORARY USES", SECTION 12.8 "REQUIRED OFF-STREET PARKING", SECTION 13.2 "GENERAL LANDSCAPING REQUIREMENTS", TABLE 13.6 "BUFFER AREA LANDSCAPE REQUIREMENTS", AND SECTION 29.5 "BOARD OF ADJUSTMENT"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted the City of Kennedale Unified Development Code ("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 Council deems it necessary and in the best interest of the public health, safety and welfare to adopt a new R-4 zoning district for residential uses which may in the future be located within the city; and

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas, held a public hearing on August 15, 2019, and the City Council of the City of Kennedale, Texas, held a public hearing on August 20, 2019, with respect to the amendments 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, TEXAS, THAT:

SECTION 1.

Section 3.1 “Purpose” of the Unified Development Code is hereby amended to read as follows:

“Section 3.1 Purpose

This article outlines the Agricultural and Residential Zoning Districts and contains basic information pertaining to the land use regulation and spatial requirements for buildings and lots.

A. *Agricultural District (AG)*. The AG District is established to be used primarily in areas where agricultural uses or open space currently exist and are planned to be preserved.

B. *Single-Family Residential District (R-1)*. The R-1 District is established to allow for larger, single-family dwellings on large lots. This district is intended to provide a more rural residential setting.

C. *Single-Family Residential District (R-2)*. The R-2 District permits dwellings on smaller lots.

D. *Single-Family Residential District (R-3)*. The R-3 District permits dwellings on smaller lots allowing for affordable housing for residents and is intended to accommodate development in existing subdivisions and new development.

E. *Single-Family Residential District (R-4)*. The R-4 District permits dwellings on lots smaller than those lots within R-3, allowing for affordable housing for residents and is intended to accommodate development in existing subdivisions and new development.

F. *Two-Family Residential District (D)*. The D District is established to allow more affordable housing for both rental and ownership, as well as for a more diverse housing stock. This district is established to meet the needs for two-family residential development where such areas are suitable for higher densities than traditional areas of single-family dwellings.

G. *Multi-Family Residential District (MF)*. The MF District is established to meet the needs for medium to high density residential development where such areas are suitable for higher impact development and higher volume traffic while encouraging the provision of conveniently located rental accommodations.

H. *Manufactured Home District (MH)*. The MH District is intended to provide for quality manufactured home park subdivision development containing many of the characteristics and atmosphere of a conventional type single-family residential subdivision.”

SECTION 2.

Table 3.2 "Schedule of Uses: Agricultural and Residential Districts" of the Unified Development Code is hereby amended to read as follows:

Table 3.2 Schedule of Uses: Agricultural and Residential Districts									
Use	**AG**	**R-1**	**R-2**	**R-3**	**R-4**	**D**	**MF**	**MH**	**Other**
Accessory Uses									
Accessory buildings	P	P	P	P	P	P	P	P	*11.2*
Garage sales	P	P	P	P	P	P	P	P	*11.10*
Holiday tree and firewood sales	S								*11.17*
Home occupation	P	P	P	P	P	P	P	P	*11.18*
Outdoor display, accessory retail sales									*11.23*
Outdoor display, temporary accessory retail sales									*11.24*
Outdoor storage, commercial and industrial									*11.25*
Residential sales	P	P	P	P	P	P	P	P	*11.30*
Solar energy equipment	P	P	P	P	P	P	P	P	*11.37*
Accommodations, Hospitality, Entertainment									
Banquet hall									
Bed and breakfast	S	S	S	S	S	S	P		
Hotel/motel									
Micro-brewery									
Micro-winery with vineyard									
Micro-winery without vineyard									
Private club									
Recreation facility, campground	S								
Recreation facility, commercial indoor									
Recreation facility, commercial indoor, amusement machine establishment									*11.26*
Recreation facility, commercial indoor-pool or billiards hall									
Recreation facility, commercial indoor-gun shooting range	S								*11.27*
Recreation facility, commercial indoor-paintball or other survival games									
Recreation facility, commercial outdoor									*11.28*
Recreation facility, commercial outdoor- paintball or other survival games	S								*11.28*
Recreation facility, community-based	S	S	S	S	S	S	S	S	
Recreation facility, driving range	P								
Recreation facility, golf course	P	S	S	S	S	S	S	S	
Recreation facility, recreational vehicle park								P	*11.29*
Recreation facility, rodeo ground and arena	S								
Recreation facility, vehicular racing facility									
Restaurant									
Restaurant with drive-through									*11.31*
Restaurant with micro-brewery or micro-winery									
Restaurant with outdoor dining or service									
Tavern									
Theater, movie, indoor									

Table 3.2 Schedule of Uses: Agricultural and Residential Districts									
Use	**AG**	**R-1**	**R-2**	**R-3**	**R-4**	**D**	**MF**	**MH**	**Other**
Agricultural									
Agricultural operation or farm	P	S	S	S	S				*11.3*
Agribusiness and feed store (without animal sales)	P								
Agribusiness and feed store (with animal sales)	S								
Agritourism	P								
Farmers market	S								
Greenhouse and nursery, commercial	A								*11.15*
Keeping of animals, hobby farm	P								
Roadside (produce) stand	S								*11.32*
Stables, private	P	S							
Stables, public/commercial	P								
Winery, with vineyard	P								
Industrial									
Impound vehicle storage facility									*11.19*
Landfill									
Manufacturing, processing and packaging- light									*11.20*
Manufacturing, processing and packaging- light,									*11.20*
Manufacturing, processing and packaging- heavy									*11.20*
Mining and mineral extraction operation									*11.22*
Outdoor storage, commercial and industrial									*11.25*
Salvage operations									*11.33*
Warehousing									
Wholesale and distribution									
Mini-warehouse/self-storage									
Winery, without vineyard									
Infrastructure, Transportation, Communications									
Airport									*11.5*
Airstrip	S								*11.5*
Bus terminal									
Essential services	P	P	P	P	P	P	P	P	*11.9*
Drilling and production of oil and gas	S	S	S	S	S	S	S	S	*11.7*
Freight terminal, railroad									
Freight terminal, trucking									
Gathering and compression station	S	S	S	S	S	S	S	S	*11.7*
Helicopter landing pad	S								*11.5*
Infrastructure and utilities- regional	S	S	S	S	S	S	S	S	
Parking facility, public or commercial									
Satellite transmission antenna	S	S	S	S	S	S	S	S	*11.34*
Waste management facility									
Waste management facility- transfer station									
Wind energy turbine	S								*11.41*
Wireless communication facility	S	S	S	S	S	S	S	S	*11.42*
Institutional/Civic									
Cemetery	S	S	S	S	S	S	S	S	
Community oriented cultural facility	P	P	P	P	P	P	P	P	
Community public safety- fire	P	P	P	P	P	P	P	P	
Community public safety- police	S	S	S	S	S	S	S	S	

Table 3.2 Schedule of Uses: Agricultural and Residential Districts									
Use	**AG**	**R-1**	**R-2**	**R-3**	**R-4**	**D**	**MF**	**MH**	**Other**
Community public safety- prison or penitentiary									
Governmental facility	P								
Meeting facility									
Parks, playgrounds, outdoor recreation	P	P	P	P	P	P	P	P	
Place of worship	P	P	P	P	P	P	P	P	
School, college or university	S	S	S	S	S	S	S	S	
School, elementary, middle, high school	P	P	P	P	P	P	P	P	
School, nursery or kindergarten	S	S	S	S	S	S	S	S	
School, specialized/training									
Offices and Services									
Animal services, animal clinic/hospital									*11.4*
Animal services, commercial kennel	S								*11.4*
Animal services, shelter or rescue	S								*11.4*
Body branding, piercing and tattoo facility									
Child care center									*11.6*
Crematorium									
General offices and services, alternative financial									*11.11*
General offices and services, bank/financial services									
General offices and services, bail bond establishment									*11.12*
General offices and services- business services									
General offices and services- business support services									
General Offices & Services- Construction and Building Services, outdoor storage									*11.25*
General offices and services- gunsmith and sales									
General offices and services- personal services									
General offices and services- personal services- funeral home (without crematory services)									
General offices and services- personal services- laundry and dry cleaners									
General offices and services- professional and administrative services									
General offices and services- with a drive through facility									
Medical services, clinics									
Medical services, medical offices									
Medical services, hospital									
Vehicle repair, major									*11.39*
Vehicle repair, minor									
Vehicle wash									
Vehicle wash, trucks and heavy equipment									
Residential									
Day care, child day care home	P	P	P	P	P	P	P	P	*11.6*
Day care, group home day care home	S	S	S	S	S	S		S	*11.6*
Dwelling, attached accessory	S	S	S	S	S	S	S	S	*11.8*
Dwelling, detached accessory	S	S	S	S	S	S	S	S	*11.8*

Table 3.2 Schedule of Uses: Agricultural and Residential Districts									
Use	**AG**	**R-1**	**R-2**	**R-3**	**R-4**	**D**	**MF**	**MH**	**Other**
Dwelling, multi-family							P		
Dwelling, multi-family, upper floor									
Dwelling, single-family	P	P	P	P	P	P	P	P	
Dwelling, single-family attached							P		
Dwelling, two-family						P	P		
Group housing, adult group home	P	P	P	P	P	P	P		*11.16*
Group housing, boarding (rooming) house							P		
Group housing, convalescent or nursing home							P		
Group housing, fraternity or sorority home							P		
Group housing, halfway house	S	S	S	S	S	S		S	
Group housing, independent and assisted living							P		
Live-work unit									
Manufactured home community								P	*11.21*
Retail									
Bakery, retail- under 2,000 square feet of gross floor area									
Bakery, retail- 2,000 square feet or more of gross floor area									
General retail (indoor)									
General retail (indoor)- over 50,000 square feet of gross floor area									*11.13*
General retail (outdoor)									
General retail, alcohol sales									*11.14*
General retail (indoor)- auto parts									
General retail (indoor)- pawnshop									*11.11*
General retail with a drive-through									
Liquefied petroleum gas (LPG) sales									
Service station									*11.35*
Vehicle sales and rental: automobiles, light trucks, boats									*11.40*
Vehicle sales and rental: heavy equipment/tools, heavy trucks, RVs, manufactured homes									*11.40*
Other									
Similar uses	P,S C	P,S C	P,S C	P,S C	P,S C	P,S C	P,S C	P,S C	*2.7*
Sexually oriented business									*11.36*
Temporary construction office	S	S	S	S	S	S	S	S	*11.38*
Temporary sales office	S	S	S	S	S	S	S	S	*11.38*
Temporary use- mobile food establishment									
catering truck	P	P	P	P	P	P	P	P	*11.38*
ice cream truck	P	P	P	P	P	P	P	P	*11.38*
lunch truck									*11.38*
mobile food preparation truck	P	P	P	P	P	P	P	P	*11.38*
produce truck									*11.38*
Temporary use- special function	S	S	S	S	S				*11.38*

SECTION 3.

Table 3.3 “Spatial Requirements: Agricultural and Residential Districts” of the Unified Development Code is hereby amended to read as follows:

Table 3.3 Spatial Requirements: Agricultural and Residential Districts

Requirement		AG	R-1	R-2	R-3	R-4	D	MF	MH
Lots									
Min. Area (s.f.)	Sewer	43,560	21,780	15,000	8,750	5,000	8,750	2,750/ unit	5,000
	Septic	43,560	43,560	43,560	43,560	43,560	43,560	43,560	43,560
Max. Density (units per acre)		-	-	-	-	-	-	16	-
Min. Width (ft.)		80	100	100	80	50	70	75	50/lot
Min. Depth (ft.)		125	125	125	100	100	125	125	100/lot
Max Impervious (%)		50	50	50	50	50	50	50	50
Setbacks									
Min. Front (ft.)[1]	Primary	50	50	40	30	30	30	30	10/lot
	Secondary	20	20	20	15	15	15	15	10
Min. Side (ft.)	Total[2]	30	30	30	20	5	16	16	8
	Least	10	10	10	8	2	8	8	4
Min. Rear (ft.)[3]		45	30	30	15	15	15	15	10/lot
Principal Buildings									
Max. Height (ft.)		50	50	40	40	40	35	30	22.5
Max. Stories (number)		2.5	2.5	2.5	2.5	2.5	2.5	2	1.5
Min. GFA (s.f.)		1,500	1,500	1,500	1,250	1,250	1,000/ unit	-	320
Min. Multi-Family Bedroom Area (s.f.)[4]	Efficiency	-	-	-	-	-	-	600	-
	One BR	-	-	-	-	-	-	800	-
	Two BR	-	-	-	-	-	-	900	-
	Three BR	-	-	-	-	-	-	1,000	-
Min. Masonry (%)		80	80	80	80	80	80	80	-
Accessory Buildings (100 s.f. +)									
Max. Number		-	3	2	1	1	2	-	1
Max. Size (% of rear yard)		20	10	10	10	10	10	10	10
Max. Height (ft.)		-	15	15	15	15	15	-	-
Max. Stories (number)		1	1	1	1	1	1	1	1
Min. Side Street Setback (ft.)		-	-	-	-	-	-	15	-
Min. Side Setback (ft.)		8	8	8	8	8	8	8	-
Min. Rear Setback (ft.)		8	8	8	8	8	8	25	-
Min. Setback from Principal (ft.)		5	5	5	5	5	5	15	-

SECTION 4.

Section 10.9.C.1. “Dwellings per Lot” of the Unified Development Code is hereby amended to read as follows:
“1. ***Dwellings per Lot***. No more than one (1) primary dwelling shall be permitted on any lot of record which is zoned as an AG, R-1, R-2, R-3, R-4 or MH District.”

SECTION 5.

Section 11.2 “Accessory Buildings” of the Unified Development Code is amended by amending Section 11.2.B.3.a. to read as follows:

“a. Attached and detached accessory buildings shall be of new construction and have exterior walls made of wood, stone, brick, or vinyl siding. The Board of Adjustment may approve accessory buildings with an exterior building material other than wood, stone, brick or vinyl siding in the R-1, R-2, R-3, R-4, D, and Old Town Districts.”

SECTION 6.

Section 11.30 “Residential Sales” of the Unified Development Code is amended by amending Section 11.30.B.2. to read as follows:

“2. No more than two (2) motor vehicles, boats or other similar vessels subject to registration under V.T.C.A., Parks and Wildlife Code, Chapter 31, camper shells, or combination these items, shall be displayed on a lot at any one (1) time on a parcel in the R-3, R-4, and MH Zoning Districts.”

SECTION 7.

Section 11.36 “Sexually Oriented Businesses” of the Unified Development Code is amended by amending Section 11.36.D.3. to read as follows:

“3. A boundary of a residential district (including, but not limited to, zoning classifications AG, R-1, R-2, R-3, R-4, OT, D, MF and MH);”

SECTION 8.

Section 11.38 “Temporary Uses” of the Unified Development Code is amended by amending Section 11.38.D.1 to read as follows:

“1. ***Locations***. Special functions may be permitted in an R-1, R-2, R-3 or R-4 Districts.”

SECTION 9.

Section 12.8 “Required Off-Street Parking” of the Unified Development Code is hereby amended by amending Section 12.8.A.4. to read as follows:

“4. ***R-2, R-3, and R-4 Districts***. Parking spaces for at least two (2) vehicles shall be provided in an enclosed garage for any single-family dwelling constructed after the date of adoption of this section. A front entry garage is prohibited unless the vehicle entryway is screened from view from the front public right-of-way by the dwelling or other structure. For the purposes of this section, a porte-cochere shall constitute sufficient screening of a front entry garage provided the vehicle entryway of the garage is located no less than 80 feet from the front property line. Regardless of the orientation of the garage required by this section, any gate or door to a porte-cochere must be of wrought iron construction and must not screen more than 25 percent of its entryway."

SECTION 10.

Section 13.2 "General Landscaping Requirements" of the Unified Development Code is amended by amending Section 13.2.A. to read as follows:

"A. **Applicability**. The requirements contained in this article shall be applicable to all zoning districts in the city except for the AG, R-1, R-2, R-3 and R-4 zoning districts; however any non-residential use (such as, but not limited to, governmental, nonprofit, religious, institutional, and educational facilities) located within the AG, R-1, R-2, R-3, and R-4 zoning districts, which involves the construction of any principle building, parking area, or sign, shall comply with the requirements contained in this article. The requirements in this article shall apply in the following situations:

1. When an existing building is proposed for remodeling, alteration, addition, or expansion, and the value of the proposed construction exceeds 75 percent of the current appraised value of the existing structures, excluding the value of the land;

2. When an existing building is proposed for an addition that will have the cumulative effect of increasing the footprint of the original building existing on the date of the adoption of this article by more than 50 percent;

3. When new construction is proposed on the property;

4. As a requirement of the approval of a rezoning, special use permit, or PD;

5. When a new certificate of occupancy is requested and two (2) or more years has passed since the last occupancy of the property; or

6. There is a change in use of the property. A change in use shall be defined as occurring when one (1) of the following conditions is satisfied:

    a. The new use of the property is first allowed in a less restrictive (more intensive) zoning district than the most recent use; or
    b. A rezoning to a less restrictive (more intensive) zoning district classification is necessary."

SECTION 11.

Table 13.6 "Buffer Area Landscape Requirements" of the Unified Development Code is hereby amended to read as follows:

Table 13.6 Buffer Area Landscape Requirements			
District	Type	Min. Width	Min. Landscaping Requirements per 50 Linear Ft.
AG, R-1, R-2, R-3, R-4, D, MF, MH (non- agricultural and residential principal	1	10 ft.	▪ 1 canopy tree or 1 evergreen tree ▪ 1 ornamental tree or 12 shrubs
C-0, C-1, C-2	2	10 ft.	▪ 1 canopy tree ▪ 1 evergreen tree or 1 ornamental tree ▪ 8 shrubs
I	3	25 ft.	▪ 2 canopy trees ▪ 1 evergreen tree or 1 ornamental tree ▪ 12 shrubs

SECTION 12.

Section 29.5 "Board of Adjustment" of the Unified Development Code is amending by amending Section 29.5.D.10. to read as follows:

"10. Consider construction of an accessory building in the R-1, R-2, R-3, R-4, Duplex and Old Town districts with an exterior building material other than wood, stone, brick, or vinyl siding; and"

SECTION 13.

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 14.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, 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 invalid or unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 15.

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

SECTION 16.

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 development 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 17.

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

SECTION 18.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 20TH DAY OF AUGUST, 2019.

APPROVED:

____
MAYOR BRIAN JOHNSON

[C I T Y S E A L]

ATTEST:

____
CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____
CITY ATTORNEY DREW LARKIN

EFFECTIVE DATE:

____

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: DECISION ITEMS - G.

I. Subject:
Consider Ordinance 675, vacating and abandoning a 10' utility easement on 1033 Estates Drive, Lot 9, Block 1, Brookstone Estates Addition, and authorizing the City Manager to execute a Quitclaim Deed

II. Originated by:

Melissa Dailey, Director of Planning & Economic Development

III. Summary:
Staff has received an application by a property owner, Josh Altom, for vacation of a 10-foot utility easement on the rear of his property for the purposes of installing a pool. This easement surrounds the perimeter of the Brookstone Estates neighborhood, a standard requirement for new neighborhoods to accommodate future adjacent development.

DFW Midstream has a 20-foot gas line easement directly behind this utility easement, and the City's Future Transportation Plan shows a road extension behind this property. Therefore, there would not be future residential development adjacent to this property or utilities for any future development within this utility easement.

All required documents have been provided, and the utility companies have all approved vacating this easement. Staff recommends approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:
Approve

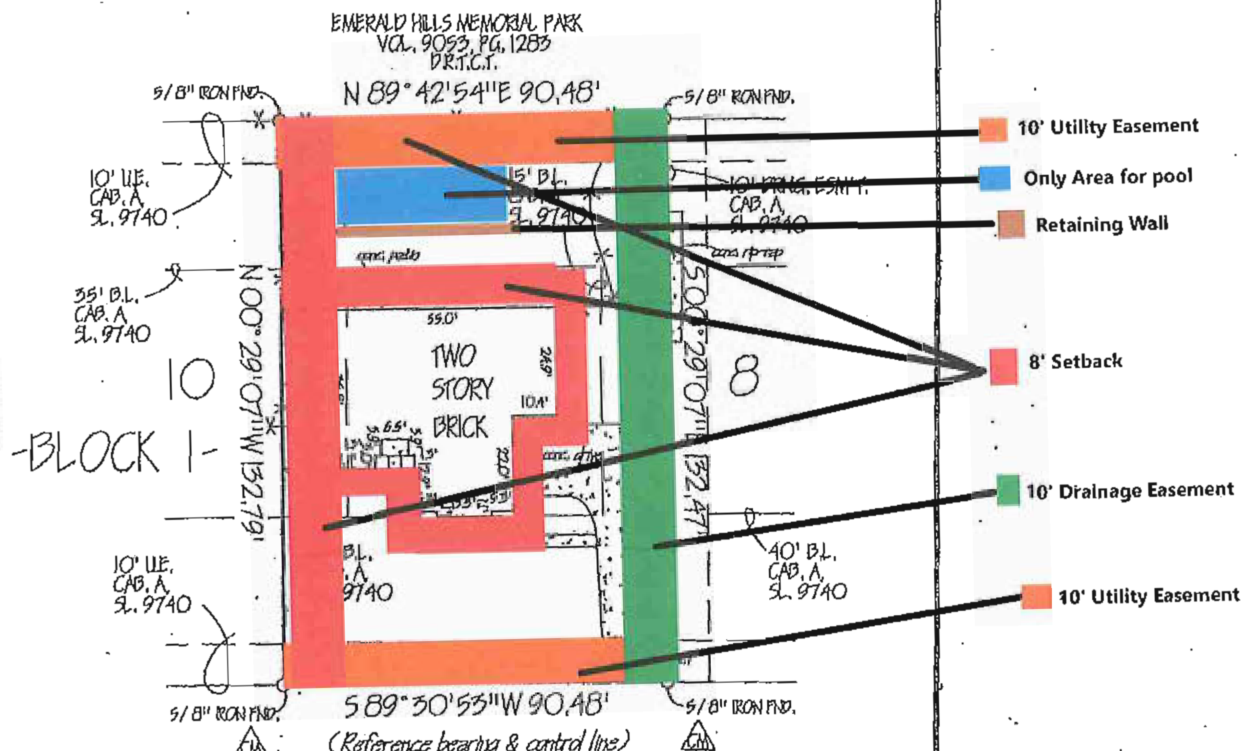
VII. Alternative Actions:

VIII. Attachments:

1.	Altom Notated Plat	Altom Notated Plat.pdf
2.	O675_Vacating and Abandoning Easement	O675_Vacating and Abandoning Easement.pdf
3.	O675 Quitclaim Deed.Abandon Easement	O675 Quitclaim Deed.Abandon Easement.pdf

SURVEY PLAT

1033 Estates Drive
Lot 9, Block 1
BROOKSTONE ESTATES ADDITION
An Addition to the City of Kennedale, Tarrant County, Texas
According to the Amending Plat of said Addition
Recorded in Cabinet A, Slide 9740
Plat Records of Tarrant County, Texas



ESTATES DRIVE
(50' R.O.W.)

Notes:
According to the U.S. Department of Housing and Urban Development Federal Insurance Administration Flood Insurance Rate Map Community Panel Number: 48439C0340K Effective Date: 9-25-09.
This property lies in Zone X and does not lie within a 100 Year Flood Hazard Area.

Scale: 1" = 30'.

Reference bearing per Plat recorded in Cabinet A, Slide 9740.

△ - Control Monument

GF#: 11-0020062

The easements recorded in Vol. 1306, Pg. 377, Vol. 3573, Pg. 582, Vol. 4412, Pg. 406 and Vol. 4614, Pg. 890 do not affect this site.

This site subject to the Subsurface Easement Agreements recorded in County Clerk's Inst. No. D211137077, D211137078, D211142384, D211142385, D211145558, D211146312.

STATE OF TEXAS
REGISTERED
SUSAN L. STEWART
5495
PROFESSIONAL
LAND SURVEYOR

The plat hereon was prepared from an actual on the ground survey of the legally described property shown hereon, the lines and dimensions of said property being as indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property except as shown, set back from the property lines the distances indicated, and there are no encroachments, protrusions, or apparent easements, except as shown. This survey is being provided solely for the use of the current parties and that no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within 6 (six) months of the original survey date.

Susan L. Stewart
R.P.L.S. No. 5495
August 2, 2011

FULTON SURVEYING, INC.
115 St. Louis Avenue
Fort Worth, Texas 76104
(817) 336-3628
FAX (817) 335-3629

#11218

9/1

6/3/19

Anita Alton
6/3/19

ORDINANCE NO. 675

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, VACATING AND ABANDONING A CERTAIN DESCRIBED UTILITY EASEMENT; DECLARING THAT SUCH EASEMENT IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas, is a home rule city acting under its power 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 of the City of Kennedale, Texas, after careful study and consideration, has determined that a portion of a utility easement, described on the attached Exhibit "A" is not being used by, nor is useful or convenient to the public in general; therefore, it constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by its vacation and abandonment; and

WHEREAS, in order to remove any question as to the continued interest in the easement to be abandoned, the City of Kennedale, Texas, desires to execute a quitclaim deed releasing and assigning all title and control in the easement to be abandoned to the owners of the estate on which the easement to be abandoned is located.

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

SECTION 1.

The City Council finds that the portion of the utility easement more particularly described on the attached Exhibit "A" (the "Easement"), is not being used by, nor useful or convenient to the public in general and that the public would be better served and benefitted by the vacation and abandonment of the Easement, and the City of Kennedale, Texas, hereby vacates, abandons, and releases the Easement.

SECTION 2.

The City Manager of the City of Kennedale, Texas, is hereby authorized and empowered to execute a quitclaim deed releasing all claims to title, ownership, or control of the Easement.

SECTION 3.

After the quitclaim deed is executed, the City Secretary of the City of Kennedale, Texas, is authorized and instructed to file it in the deed records of Tarrant County, Texas.

SECTION 4.

In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Kennedale, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 5.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 20TH DAY OF AUGUST, 2019.

APPROVED:

____

MAYOR BRIAN JOHNSON

ATTEST:

[C I T Y S E A L]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

____

____

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. 675
EXHIBIT "A"
<u>The Easement</u>

FIELD NOTES

A portion of Lot 9, Block 1, BROOKSTONE ESTATES ADDITION, an Addition to the City of Kennedale, Tarrant County, Texas, according to the Amending Plat recorded in Cabinet A, Slide 9740, Plat Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Lot 9 and the Northeast corner of Lot 10, said Block 1, also being in the South line of a tract of land described by deed to Emerald Hills Memorial Park recorded in Volume 9053, Page 1283, Deed Records, Tarrant County, Texas;

THENCE N 89° 42' 54" E, along the common line of said Lot 9 and said Emerald Hills tract, 90.48 feet to the Northeast corner of said Lot 9 and the Northwest corner of Lot 8, said Block 1;

THENCE S 00° 29' 07" E, along the common line of said Lots 9 and 8, a distance of 10.00 feet;

THENCE S 89° 42' 54" W, 90.48 feet to the common line of said Lots 9 and 10, a distance of 90.48 feet;

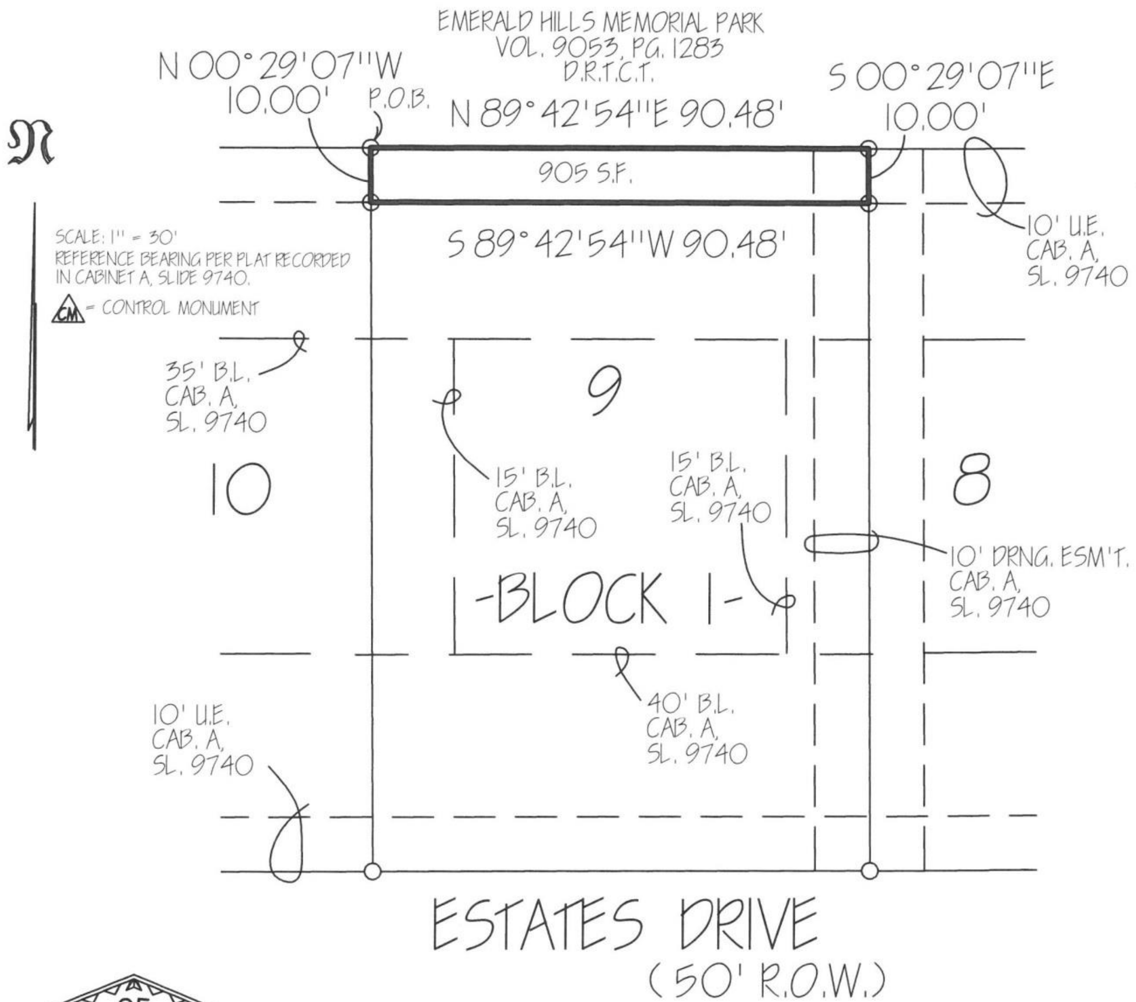
THENCE N 00° 29' 07" W, along the common line of said Lots 9 and 10, a distance of 10.00 feet to the POINT OF BEGINNING and containing 905 square feet of land.

____

Registration No. 5495
August, 2019

for review

TBPLS Firm Reg No. 10194468



STATE OF TEXAS REGISTERED SUSAN L. STEWART 5495 PROFESSIONAL LAND SURVEYOR

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document." 22 TAC 663.18C

EXHIBIT SHOWING
Portion of Lot 9, Block 1
BROOKSTONE ESTATES ADDITION
An Addition to the City of Kennedale, Tarrant County, Texas
According to the Amending Plat recorded in Cabinet A, Slide 9740
Plat Records, Tarrant County, Texas

R.P.L.S. No. 5495
August, 2019

PELOTON LAND SOLUTIONS
9800 HILLWOOD PKWY, #250, FORT WORTH, TX 76133, 817-562-3350

JOB #: JOS19001	DRAWN BY: SS	CHECKED BY: SS	DATE: 8/13/2019	PAGE #: 2 OF 2

QUITCLAIM DEED

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

That the City Council of the City of Kennedale, Texas, after careful study and consideration, has determined that certain property used for a utility easement, and hereinafter specifically described, is not being used by, nor useful or convenient to the public in general; therefore, it constitutes a public charge without a corresponding public benefit, the public would be better served and benefitted by its vacation, abandonment, and release, and the City of Kennedale has therefore, by Ordinance No. 675, vacated, abandoned, and released the easement. For and in consideration of the above findings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Kennedale does hereby bargain, sell, release, vacate, abandon and forever quitclaim unto ____ ("Grantee") and any and all of his/her/their heirs, legal representatives or assigns, all of its right, title, and interest in and to the following described real property situated in Tarrant County, Texas, to wit:

> A portion of a utility easement more particularly described on the attached Exhibit "A".

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described property unto the said Grantee, his/her/their heirs and assigns forever, so that neither Grantor nor its heirs, legal representatives or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____________________, 2019.

CITY OF KENNEDALE, TEXAS

By: ________________________________
George Campbell, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ______ day of ____________________, 2019, by George Campbell, City Manager of the City of Kennedale, Texas, a municipality, on behalf of said municipality.

____
Notary Public in and for the
State of Texas

My Commission Expires:

____
Type or Print Notary's Name

____

EXHIBIT "A"

PAGE 1 OF 2

FIELD NOTES

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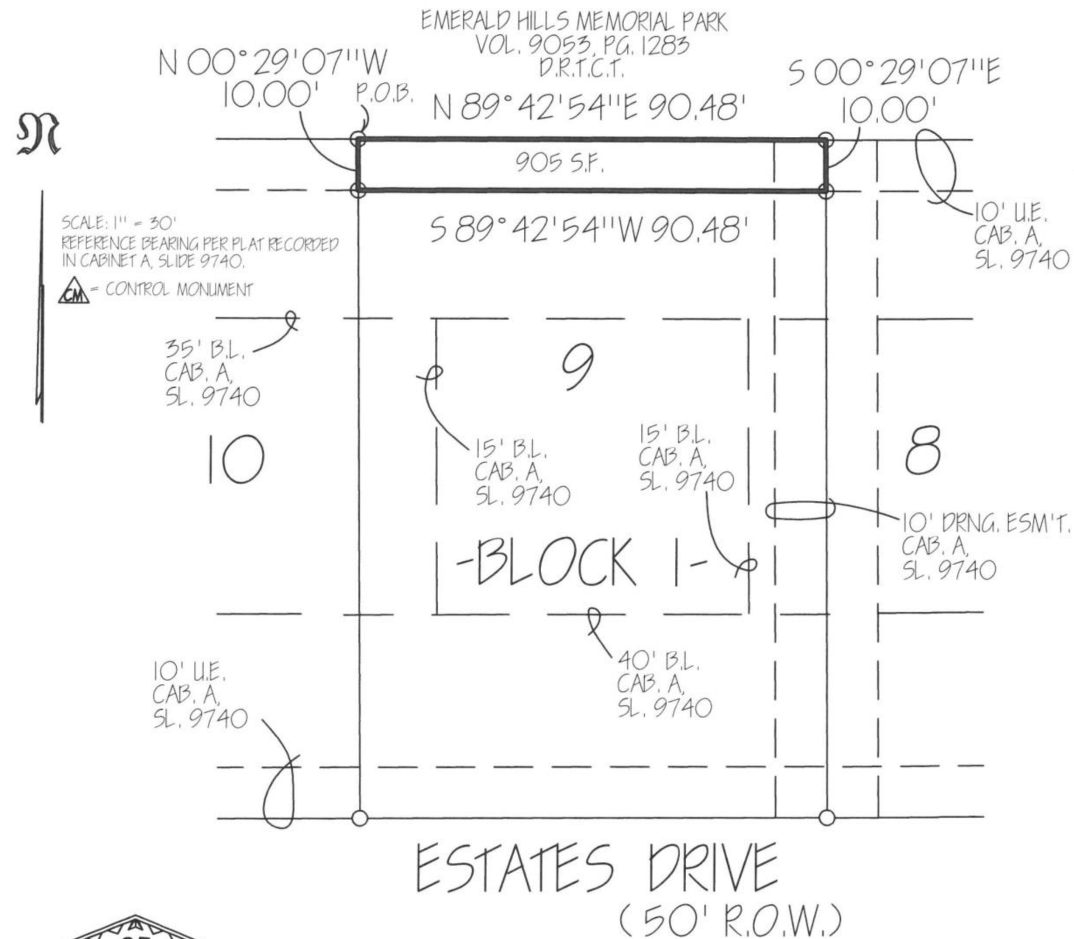
Registration No. 5495
August, 2019

for review

TBPLS Firm Reg No. 10194468



STATE OF TEXAS
REGISTERED
SUSAN L. STEWART
5495
PROFESSIONAL
LAND SURVEYOR

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document." 22 TAC 663.18C

R.P.L.S. No. 5495
August, 2019

EXHIBIT SHOWING
Portion of Lot 9, Block 1
BROOKSTONE ESTATES ADDITION
An Addition to the City of Kennedale, Tarrant County, Texas
According to the Amending Plat recorded in Cabinet A, Slide 9740
Plat Records, Tarrant County, Texas

PELOTON
LAND SOLUTIONS

JOB #: JOS19001	DRAWN BY: SS	CHECKED BY: SS	DATE: 8/13/2019	PAGE #: 2 OF 2

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

Date: August 20, 2019

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:
Discussion with the City Attorney regarding settlement agreement between Ron Sturgeon, et al and the City of Kennedale

II. Originated by:

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: August 20, 2019

Agenda Item No: EXECUTIVE SESSION - B.

I. Subject:
Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., and special exception/special use permits

II. Originated by:

III. Summary:

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: August 20, 2019

Agenda Item No: EXECUTIVE SESSION - C.

I. Subject:
Discussion with the City Attorney regarding an early termination and release agreement with Global Water Management, LLC

II. Originated by:

III. Summary:

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, 2019

Agenda Item No: EXECUTIVE SESSION - D.

I. Subject:
Discussion with City Attorney regarding legal issues associated with Economic Development and Performance Agreement, Tax Abatement, and Chapter 380 Agreement with Compressed Air Systems for project located at Harris Corporation Addition, Block 1 Lot 1A2 (Linda Road)

II. Originated by:

III. Summary:

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: August 20, 2019

Agenda Item No: EXECUTIVE SESSION - E.

I. Subject:
Economic Development and Performance Agreement, Tax Abatement, and Chapter 380 Agreement with Compressed Air Systems for project located at Harris Corporation Addition, Block 1 Lot 1A2 (Linda Road)

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments: