

**KENNEDALE CITY COUNCIL AGENDA
REGULAR MEETING VIA VIDEOCONFERENCE
AUGUST 18, 2020 AT 5:30 PM**

**MEMBERS OF THE PUBLIC MAY JOIN BY VISITING
WWW.CITYOFKENNEDALE.COM/JOINMEETING AND/OR BY DIALING
1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060**

I. CALL TO ORDER

*The public may join this meeting via the web address and/or toll-free phone number and access code provided above. To reduce background noise, all participants are muted. Please leave yourself on mute unless you are called upon by the Mayor and are actively speaking. Toggle between mute and unmute by pressing *6 on your keypad. **Anyone wishing to address the Mayor and City Council regarding any item on this agenda may do so as the item is considered.** If you would like to speak on the current item, please indicate as much by pressing *9 on your telephone keypad or the "Raise Hand" button under the "Participants" tab on your computer or smart device. If you have joined via telephone only, the Mayor may call upon you to speak using the last four digits of your phone number. If you have joined by browser or app, ensure that you enter your name as you would like to be recognized during the meeting. As usual, speakers should begin by stating their name and address, will be allotted three (3) minutes, should limit their comments to the current item, and should address the Council as a whole, rather than individual Councilmembers or staff.*

II. EXECUTIVE SESSION

The City Council reserves the right to meet in Executive Session at any time during this meeting (which will be accomplished by the Mayor, Council, City Attorney, and any necessary staff temporarily disconnecting from the public VideoConference to convene in a separate private VideoConference and/or by placing members of the public and uninvolved staff into a waiting room) pursuant to the below cited sections of the Texas Government Code:

- A. **PURSUANT TO §551.071** — *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:*
 - 1. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., Apache, Abs 1 Auto Parts, and special exception/special use permits
- B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property:*
 - 1. 1001 W Kennedale Pkwy, Fort Worth, TX 76140
- C. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee; and the following:*
 - 1. Consideration of Municipal Judge and Alternate Judge appointments

III. WORK SESSION

A. WORK SESSION REPORTS

- 1. Discussion, if desired, of 2020-21 Youth Advisory Council (YAC) applicants
- 2. Discussion, if desired, of issues relating to the Coronavirus (COVID-19) emergency
- 3. Continued discussion regarding the City Manager's Proposed Fiscal Year 2020-2021 Annual Budget (Program of Services)

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

IV. REGULAR SESSION

A. ROLL CALL

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

C. VISITOR AND CITIZEN FORUM

At this time, any person may address the City Council about items not on the agenda. The rules and procedures for addressing the Council during a remote meeting are included under "I. CALL TO ORDER". Neither formal action nor discussion may occur at this time. Those wishing, instead, to speak on an agenda item should indicate their desire to speak as the Council considers that item.

D. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council
2. Updates from the Mayor
 - Recognition of the Top Readers from Summer Reading Club
3. Updates from the City Manager
4. Financial Reports for the City and the EDC

E. CONSENT AGENDA

1. Approval of the minutes from the July 14, 2020 special meeting
2. Approval of the minutes from the July 21, 2020 regular meeting
3. Appointments to the 2020-21 Youth Advisory Council (YAC)
4. Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Administrative Cost Funding for Section 5310 Program
5. Discuss and consider approval of bid award for health, dental, life and accidental death and dismemberment (AD&D), and voluntary life insurances and authorize the City Manager to sign the agreements
6. Consider authorizing the City Manager to enter into a 4-year agreement with HALFF Associates in the amount of \$32,000 for professional engineering services related to the preparation of annual reports required by the TCEQ Phase II Municipal Separate Storm Sewer System (MS4) program

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of Ordinance 698, appointing a Municipal Judge and Alternate Judges; and authorizing the Mayor to sign contracts for each

G. PUBLIC HEARINGS

1. **Case #PZ 20-03** — Conduct a public hearing and consider an Ordinance regarding a request by William Franks for a rezoning from "C1" Commercial to "R3" Residential for approximately 0.5 acres located at 612 N. Little School Road, Block 4, Lots 1A and 2A, Hilldale Addition, City of Kennedale, Tarrant County, Texas
2. **CASE #PZ 20-06** — Hold a Public Hearing and consider an Ordinance regarding the creation of a new (TH) Townhome zoning district and regulating purpose, form and character, building form standards, siting, elements, parking, loading facilities, landscaping, streets and streetscape, and amending the following UDC sections to provide for (TH) regulations: Section 2.2 "Zoning Districts"; Section 3.1 "Purpose"; Table 3.2 "Schedule of Uses: Agricultural and Residential Districts"; Table 3.3 "Spatial Requirements"; Section 10.9 C.1. "Dwellings per Lot"; Section 11.2.B.3, Building Materials"; Section 11.30. "Residential Sales"; Section 11.36.D.3, regarding distance from sexually oriented businesses; Section 12.8.A.4., "Required Off-Street Parking"; Table 13.6, "Buffer Area Landscape Requirements"

H. TAKE ACTION NECESSARY, PURSUANT TO EXECUTIVE SESSION, IF NEEDED

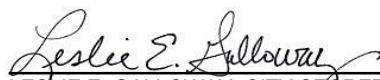
1. Take any action deemed necessary as a result of the Executive Session

V. ADJOURNMENT

Pursuant to the March 16, 2020 Proclamation issued by Governor Abbott suspending various provisions of Chapter 551, VTCA, Government Code, this meeting will not allow for attendance in-person by the public. However, the public may join this meeting via VideoConference and/or TeleConference, in compliance with the Texas Open Meetings Act and under provisions provided by the Governor in conjunction with the Declaration of Disaster enacted March 13, 2020. Virtual meetings are aimed at advancing social distancing by limiting in-person interaction to slow the spread of COVID-19. If you should have questions, please contact the City Secretary at 817-985-2104 or citysecretary@cityofkennedale.com.

CERTIFICATION

I DO HEREBY CERTIFY THAT THE AUGUST 18, 2020 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, 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.

CREATED 7/31/2020 10:52 AM

POSTED _____ (DATE) _____ (TIME)

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM II.A.1.

SUBJECT

Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., Apache, Abs 1 Auto Parts, and special exception/special use permits

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM II.B.1.

SUBJECT

1001 W Kennedale Pkwy, Fort Worth, TX 76140

ORIGINATED BY

George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM II.C.1.

SUBJECT

Consideration of Municipal Judge and Alternate Judge appointments

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Information related to this item is attached to Item IV.F.1. on this agenda.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.1.

SUBJECT

Discussion, if desired, of 2020-21 Youth Advisory Council (YAC) applicants

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

During the last regular meeting, the Council approved an expanded age range for those wishing to serve on the Youth Advisory Council (YAC) and directed staff to extend the application period to allow those who might be newly qualified to apply. A list of all applicants as well as all applications and letters of recommendation are attached to Consent Item IV.E.3 (in the Confidential version of the packet). Staff will be available to answer any questions.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.A.2.

SUBJECT

Discussion, if desired, of issues relating to the Coronavirus (COVID-19) emergency

ORIGINATED BY

George Campbell, City Manager

SUMMARY

This item has been added to the agenda in the event there is a need. Any additional information will be provided before the meeting as appropriate.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.3.

SUBJECT

Continued discussion regarding the City Manager's Proposed Fiscal Year 2020-2021 Annual Budget (Program of Services)

ORIGINATED BY

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

SUMMARY

During a special meeting on July 14, staff provided FY20-21 projections and requested Council direction regarding budget priorities. Since, the City Manager's FY20-21 Proposed Budget was presented to the Council during another special meeting on August 11.

At this time, staff will be available to answer any questions from the Council regarding the budget proposal as well as the supporting tax rate. The following is a list of scheduled dates related to the FY20-21 Budget process, but dates may be added at the Council's direction:

- City Council Budget Workshop (cont.): Tuesday, August 25, at 5:30 p.m. (Special Meeting, if needed)
- City Council Public Hearing on Budget and Tax Rate: Tuesday, September 8 at 5:30 p.m. (Special Meeting) (in-person meeting*)
- City Council Consideration of adoption of FY2020-21 Budget and Tax Rate: Tuesday, September 15, at 5:30 p.m. (Regular Meeting)

**Due to the public health concerns surrounding COVID-19, all meetings are being held via VideoConference and/or TeleConference at this time. Access information will be available on published agendas no later than 72 hours before the scheduled meeting. At this time, the Public Hearing on September 8 is required to be in-person, but the Governor could choose to suspend that requirement. Staff will advise the Council of any new information regarding the Public Hearing requirements.*

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.1.

SUBJECT

Updates from the City Council

ORIGINATED BY

George Campbell, City Manager

SUMMARY

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

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.2.

SUBJECT

Updates from the Mayor

- Recognition of the Top Readers from Summer Reading Club

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Updates from Mayor Brian Johnson, including the Top Readers from the Kennedale Public Library's Summer Reading Club, which are (as listed in the attached report):

Ages 0 to 5 Years

- Aurelia Ortiz: 1,250 Minute
- Caroline Taylor: 1,000 Minutes

Ages 6 to 11 Years

- Alexis Donnelly: 4,500 Minutes
- Jennifer Chirov: 2,750 Minutes

Ages 12 to 18 Years

- Abby Lopez: 8,000 Minutes
- Anna Shonkwiler: 2,750 Minutes

Adults (19+)

- Paola Mercado: 5,880 Minutes
- Irma Frias: 5,103

RECOMMENDATION

ATTACHMENTS

1.	2020 Spring Summer Report-3	2020 Spring Summer Report-3.pdf
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SPRING/ SUMMER REPORT

KENNEDALE PUBLIC LIBRARY

www.kennedalelibrary.org

817-985-2137

316 W Third Street

Kennedale, TX 76060

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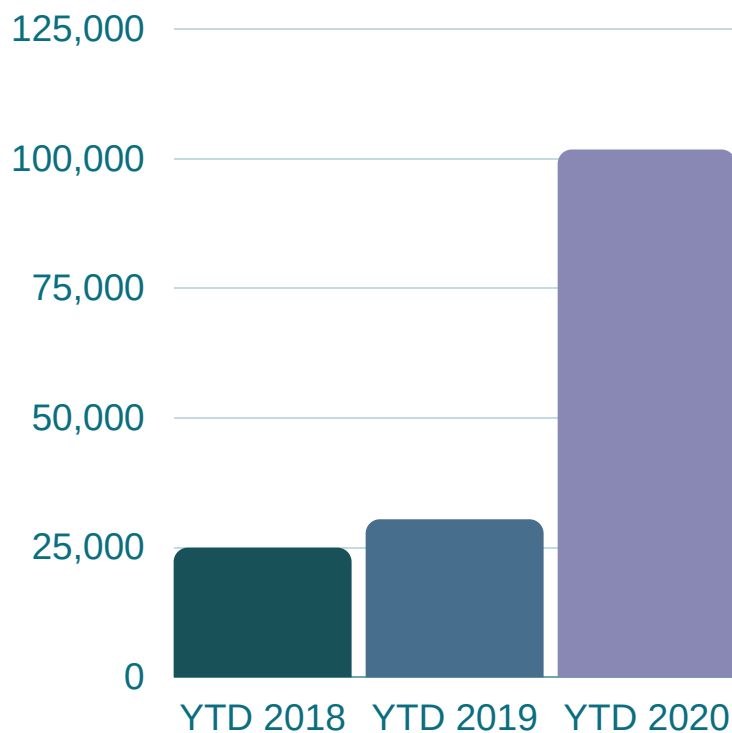


ENGAGEMENT

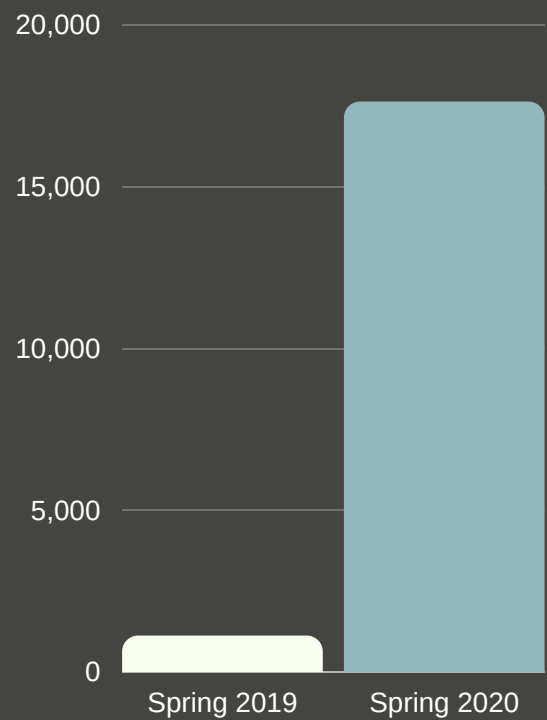
KENNEDALE PUBLIC LIBRARY

YTD USAGE SUMMARY

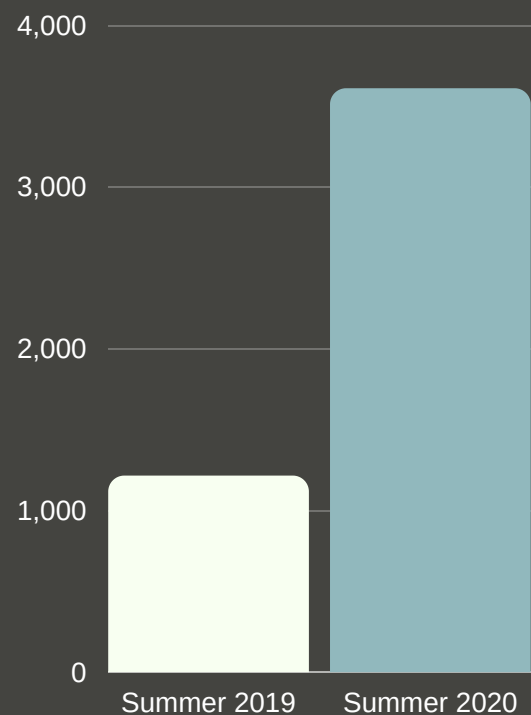
Despite the Library doors being closed to the public, demand and usage of Library services have accelerated during COVID-19. Library virtual visits, curbside checkout, and senior check-ins make up for the demand increase.



SPRING PROGRAM IMPACTS



SUMMER PROGRAM IMPACTS



HIGHLIGHTS OF SERVICE

KENNEDALE PUBLIC LIBRARY

SENIOR WELLNESS CALLS

Library staff identified more than 500 seniors with library cards and began making wellness calls in late March. Through this initiative, we have connected seniors in crisis with food and resources to keep them safer and healthier. Calls will continue until the public health crisis is over.

NEW E-CARD SERVICE

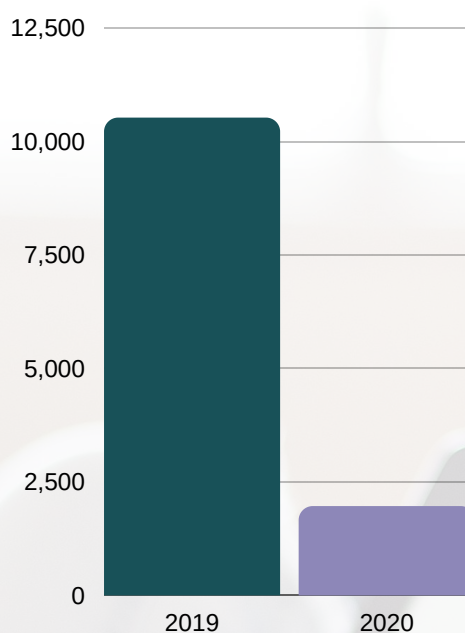
To support KISD students and residents in quarantine, we implemented a new E-card program so that patrons can access our materials online without coming in to get a card. So far, more than 100 E-cards have been issued -- more than three times the number of applications we would normally receive.

CHROMEBOOK + HOTSPOT LENDING PROGRAM*

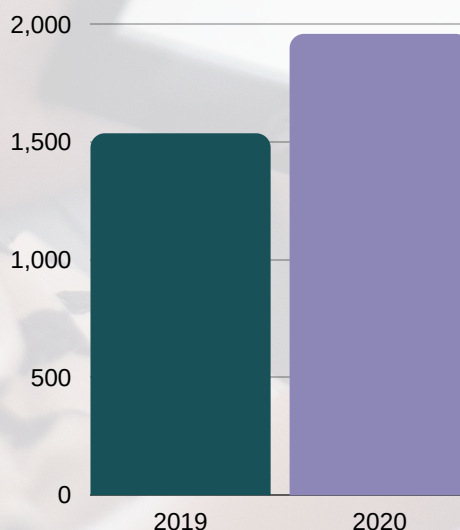
In addition to \$5,000 in CARES Funding, Library staff also secured \$11,000 in grants from Google and the Texas State Library and Archives Commission (TSLAC) to purchase Chromebooks and hotspots for patrons to borrow; and self-check and mobile printing software to keep our patrons and staff safer and more productive after the doors reopen.

**Launching August 2020*

CIRCULATION TRENDS



Though circulation of physical materials (above) decreased by more than 66%, **digital checkouts (below) increased by 28%** — a trend that is expected to continue as more patrons have become aware of and had the free time to take advantage of our ever-growing digital collections.



SUMMER READING

KENNEDALE PUBLIC LIBRARY

VIRTUAL PROGRAMMING AND TO-GO CRAFT KITS

Since families could not attend Summer Reading events in person, 200 to-go craft kits were distributed through curbside checkout for children to engage with our virtual programs from home. Due to the popularity, this will be continued for Fall 2020.



ADULT PARTICIPANTS

Our staff is committed to connecting all Kennedale residents to the vital information and resources that will help them weather this storm. We have pivoted to providing quality information via our website and Facebook:

- disaster assistance
- job search tips
- mental health awareness
- public health advisories
- educational resources



TOP READERS

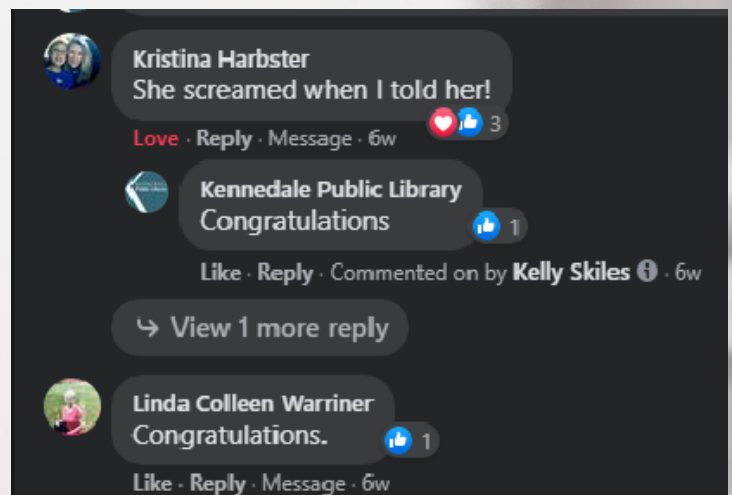
KENNEDALE PUBLIC LIBRARY



AGES 0 TO 5 YEARS

Aurelia Ortiz: 1,250 Minutes

Caroline Taylor: 1,000 Minutes



AGES 6 TO 11 YEARS

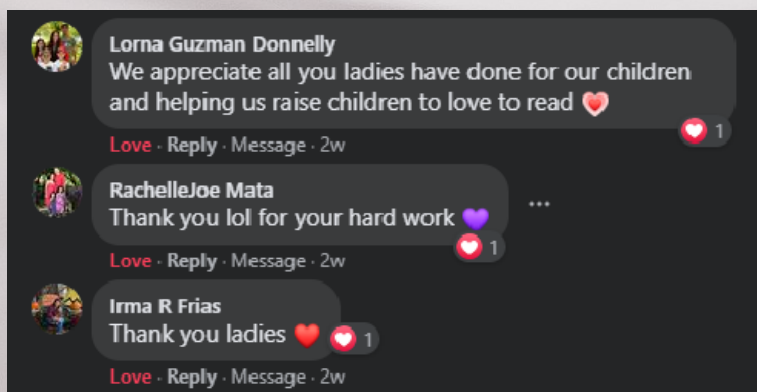
Alexis Donnelly: 4,500 Minutes

Jennifer Chirov: 2,750 Minutes

AGES 12 TO 18 YEARS

Abby Lopez: 8,000 Minutes

Anna Shonkwiler: 2,750 Minutes



ADULTS

Paola Mercado: 5,880 Minutes

Irma Frias: 5,103



WE ARE SO PROUD OF OUR 101 SUMMER READING PARTICIPANTS WHO COLLECTIVELY READ A TOTAL OF

84,290 TOTAL MINUTES

FALL 2020 SERVICE CHALLENGES

KENNEDALE PUBLIC LIBRARY

SUPPORTING VIRTUAL LEARNING WITH KISD

Libraries are the only source of physical materials for students when they cannot access the school library and many students also rely upon the Library's digital collection to complete school assignments.

INTERNET ACCESS IS MORE IMPORTANT THAN EVER

The Library is a vital source of free WiFi and computer access for unemployed residents seeking to return to the workforce. In addition, some quarantined families without internet access rely upon these resources to order groceries or apply for needed services.

SUPPORTING OUR COMMUNITY

Library staff are dedicated to identifying social services, needs, and solutions to combat food insecurity, eviction relief, and other real world needs of our patrons in crisis. The community relies upon staff expertise in navigating the complex network of social services available to those in need.



MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.3.

SUBJECT

Updates from the City Manager

ORIGINATED BY

George Campbell, City Manager

SUMMARY

Updates and information from City Manager George Campbell, if any.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.D.4.

SUBJECT

Financial Reports for the City and the EDC

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

Please see the attached financial reports for the City (for the month ending 05/31/2020); and for the Kennedale Economic Development Corporation (EDC) for the months ending 02/29/2020, 03/31/2020, 04/30/2020, and 05/31/2020).

Director of Finance and Information Technology Lakeita Sutton will discuss highlights, if any, and be available to answer questions from the Council.

RECOMMENDATION

ATTACHMENTS

1.	2020_07 Financials	2020_07 Financials.pdf
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Revenues & Expenditures - Budget & Actual Summary

FOR THE MONTH ENDED JULY 31, 2020

GENERAL FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 6,919,577		\$ 6,680,632	96.5%

GENERAL FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 7,782,522		\$ 5,905,359	75.9%

STREETS FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 838,926		\$ 626,147	74.6%

STREETS FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 1,052,153		\$ 661,513	62.9%

WATER/SEWER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,028,331		\$ 3,830,034	95.1%

WATER/SEWER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,350,939		\$ 3,439,583	79.1%

STORMWATER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 300,900		\$ 211,435	70.3%

STORMWAER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 585,316		\$ 84,248	14.4%

GENERAL FUND
FOR THE MONTH ENDED JULY 31, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON

83.3%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2019-2020		M-T-D	Y-T-D	Y-T-D	FY 2019-2020		FY 2018-2019		FY 2018-2019		
	Adopted Budget	Amended Budget	Jul-20	Jul-20	% Budget	Jun-20	% Budget	Original Budget	Amended Budget	M-T-D Jul-19	Y-T-D Jul-19	Y-T-D % Budget
Revenues:												
Property Taxes	\$ 4,210,532	\$ 4,210,532	\$ 46,548	\$ 4,421,809	105.0%	\$ 3,508,777	83.3%	\$ 3,832,433	\$ 3,832,433	\$ 58,826	\$ 3,856,601	100.6%
Sales / Beverage Tax	1,402,458	1,369,909	131,557	1,164,365	85.0%	\$ 1,168,715	83.3%	1,275,794	1,275,794	141,902	1,227,556	96.2%
Grants / Contributions	85,100	147,445	23,859	124,427	84.4%	\$ 70,917	83.3%	76,327	76,327	129,891	140,713	184.4%
Licenses / Permits	175,070	153,360	10,869	192,160	125.3%	\$ 145,892	83.3%	225,370	225,370	15,209	131,662	58.4%
Fines / Fees	179,700	105,300	6,755	84,917	80.6%	\$ 149,750	83.3%	179,700	179,700	7,386	141,469	78.7%
Charge for Services	181,225	193,225	9,735	152,398	78.9%	\$ 151,021	83.3%	190,950	190,950	22,356	146,475	76.7%
Investment Earnings	24,017	24,017	459	22,046	91.8%	\$ 20,014	83.3%	10,000	10,000	4,804	55,982	559.8%
Miscellaneous Income	5,500	5,500	1,409	21,719	394.9%	\$ 4,583	83.3%	106,070	106,070	695	46,093	43.5%
Intergovernmental	652,475	652,475	81,522	494,739	75.8%	\$ 543,729	83.3%	604,715	614,960	68,214	474,929	78.5%
Surplus / Sales Rentals	3,500	3,500	275	2,052	58.6%	\$ 2,917	83.3%	3,400	3,400	160	4,860	142.9%
Total Revenues	\$ 6,919,577	\$ 6,865,263	\$ 312,988	\$ 6,680,632	96.5%	\$ 5,766,314	83.3%	\$ 6,504,759	\$ 6,515,004	\$ 449,443	\$ 6,226,340	95.6%
Expenditures:												
City Manager	\$ 323,076	\$ 323,076	\$ 32,498	\$ 270,476	83.7%	\$ 269,230.00	83.3%	\$ 365,464	\$ 365,464	\$ 26,772	\$ 258,208	70.7%
Mayor and City Council	186,444	186,444	13,846	122,861	65.9%	\$ 155,370.00	83.3%	127,323	177,323	27,798	156,586	88.3%
City Secretary	179,811	178,540	16,182	116,983	65.5%	\$ 149,842.50	83.3%	164,073	164,073	11,533	129,283	78.8%
Municipal Court	112,701	111,868	7,808	88,309	78.9%	\$ 93,917.50	83.3%	108,147	108,148	7,965	80,923	74.8%
Human Resources	132,128	132,129	12,332	93,565	70.8%	\$ 110,106.67	83.3%	104,908	104,909	6,808	73,816	70.4%
Finance	393,017	389,826	29,850	331,746	85.1%	\$ 327,514.17	83.3%	358,365	358,365	14,054	285,834	79.8%
Police	2,563,035	2,499,599	295,101	2,113,076	84.5%	\$ 2,135,862.50	83.3%	2,531,118	2,604,764	246,968	1,910,748	73.4%
Police SRO	156,513	159,913	18,535	143,248	89.6%	\$ 130,427.50	83.3%	155,077	155,077	11,679	124,462	80.3%
Fire	2,386,910	2,203,129	191,094	1,591,148	72.2%	\$ 1,989,091.67	83.3%	1,902,500	1,907,680	161,112	1,529,852	80.2%
Community Development	465,735	438,146	35,263	331,140	75.6%	\$ 388,112.50	83.3%	371,589	371,590	29,237	276,637	74.4%
Senior Citizen Center	63,376	63,376	5,108	38,369	60.5%	\$ 52,813.33	83.3%	54,528	54,528	3,647	36,978	67.8%
Library	305,042	275,895	22,044	210,539	76.3%	\$ 254,201.67	83.3%	268,261	268,259	29,953	216,886	80.8%
Non-Departmental	514,734	564,058	13,639	453,899	80.5%	\$ 428,945.00	83.3%	511,749	511,749	14,143	391,308	76.5%
Total Expenditures	\$ 7,782,522	\$ 7,525,999	\$ 693,300	\$ 5,905,359	75.9%	\$ 6,485,435	83.3%	\$ 7,023,102	\$ 7,151,929	\$ 591,669	\$ 5,471,521	76.5%
Total Revenues Over (Under) Exp	\$ (862,944)	\$ (660,736)	\$ (380,312)	\$ 775,273		\$ (719,121)		\$ (518,342)	\$ (636,925)	\$ (142,226)	\$ 754,819	
Other Financing Sources (Uses):												
Non-cash Transactions:	-	-	-	-		-		-	-	-	-	
Capital lease proceeds	-	-	-	-		-		-	-	-	-	
Capital expenditures	-	-	-	-		-		-	-	-	-	
Transfers In (Out):	-	-	-	-		-		-	-	-	-	
	-	-	-	-		-		-	-	-	-	
Net Change in Fund Balance	\$ (862,944)	\$ (660,736)		\$ 775,273				\$ (518,342)	\$ (636,925)			
Total Unassigned Fund Balance - BOY	1,480,503	1,597,593		1,597,593					1,746,714			
Ending Fund Balance Sept. 30	\$ 617,559	\$ 936,857		\$ 2,372,866					\$ 1,109,789			
Less: Commitments for Specific Use	-	-		-								
Less: Assigned for Specific Use	-	-		-								
Ending Fund Balance - Unassigned	\$ 617,559	\$ 936,857		\$ 2,372,866					\$ 1,109,789			
AVERAGE DAILY EXPENDITURES	21,322	20,619		16,179					19,594			
NUMBER OF DAYS IN RESERVE	29	45		147					57			
FUND BALANCE AS A % OF EXPENDITURES	7.94%	12.45%		40.18%					15.52%			

STREETS FUND
FOR THE MONTH ENDED JULY 31, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON
83.3%

	CURRENT FISCAL YEAR								PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED			BUDGET		FY ACTUAL		
	FY 2019-2020		M-T-D	Y-T-D	Y-T-D	FY 2019-2020			FY 2018-2019		FY 2018-2019		
	Original Budget	Amended Budget	Jul-20	Jul-20	% Budget	Jul-20	% Budget		Original Budget	Amended Budget	M-T-D Jul-19	Y-T-D Jul-19	Y-T-D % Budget
Revenues:													
Frachise Fees Telephone	\$ 36,622		\$ 262	\$ 14,873	40.6%	\$ 30,518.33	83.3%		\$ 40,000	\$ 40,000	\$ 511	\$ 19,425	49%
Frachise Fees Garbage	69,300		3,407	52,341	75.5%	\$ 57,750.00	83.3%		70,000	70,000	-	56,640	81%
Franchise Fees Gas	65,120		-	58,349	89.6%	\$ 54,266.67	83.3%		53,000	53,000	-	65,778	124%
Franchise Fees Electricity	315,583		-	247,222	78.3%	\$ 262,985.83	83.3%		295,000	295,000	-	250,406	85%
Franchise Fees Cable	54,450		-	26,556	48.8%	\$ 45,375.00	83.3%		50,000	50,000	7,956	40,431	81%
Franchise Fees Water Sew	267,106		22,258	222,588	83.3%	\$ 222,588.33	83.3%		189,869	189,869	15,822	158,224	83%
Investment Income	7,000		61	2,998	42.8%	\$ 5,833.33	83.3%		2,000	2,000	863	6,852	343%
TexDot Connecting Kennedale											-	-	
Misc. Income			5	850							-	1,340	
Admin Charge - Strm Water	19,995					\$ 16,662.50	83.3%		19,995	19,995	19,995	19,995	100%
Park Pavilion Rental	3,700		-	370	10.0%	\$ 3,083.33	83.3%		4,500	4,500	530	2,495	55%
Ballfield Rental	50					\$ 41.67	83.3%		350	350	-	50	14%
Sale of Parts/Assets													
Transfer In Park Dedication									35,000	35,000	35,000	35,000	100%
Transfer In TIF Fund													
Transfer In Donation Fund													
Total Revenues	\$ 838,926	\$ -	\$ 25,993	\$ 626,147	74.6%	\$ 699,105	83.3%		\$ 759,714	\$ 759,714	\$ 80,677	\$ 656,636	86%
Expenditures:													
Street Maintenance	\$ 850,176		\$ 63,316	\$ 603,013	70.9%	\$ 708,480.00	83.3%		\$ 740,910	\$ 740,910	\$ 59,047	\$ 535,820	72%
Park Maintenance	122,920		1,132	58,500	47.6%	\$ 102,433.33	83.3%		125,920	125,920	8,984	72,326	57%
Capital Projects	79,057		-			\$ 65,880.83	83.3%		79,058	79,058	79,058	79,058	100%
Total Expenditures	\$ 1,052,153	\$ -	\$ 64,448	\$ 661,513	62.9%	\$ 876,794	83.3%		\$ 945,888	\$ 945,888	\$ 147,089	\$ 687,204	73%
Total Revenues Over (Under) Exp	\$ (213,227)	\$ -	\$ (38,455)	\$ (35,366)		\$ (177,689)			\$ (186,174)	\$ (186,174)	\$ (66,412)	\$ (30,568)	
Other Funding Sources (Uses):													
Non-cash transactions:													
Capital lease proceeds	-												
Capital expenditures	-												
Transfers In (Out):													
Debt Service Payments	-												
Net Change in Fund Balance	\$ (213,227)	\$ -		\$ (35,366)					\$ (186,174)	\$ (186,174)			
Total Unassigned Fund Balance - BOY	345,652			345,652						436,091			
Ending Fund Balance Sept. 30	\$ 132,425	\$ -		\$ 310,286						\$ 249,917			
Less: Commitments for Specific Use				-								-	
Less: Assigned for Specific Use				-								-	
Ending Fund Balance - Unassigned	\$ 132,425	\$ -		\$ 310,286						\$ 249,917			
AVERAGE DAILY EXPENDITURES	2,520	-		962						1,907			
NUMBER OF DAYS IN RESERVE	53			322						131			
FUND BALANCE AS A % OF EXPENDITURE	12.6%			46.9%						26.4%			

WATER & SEWER FUND
FOR THE MONTH ENDED JULY 31, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON

83.3%

	CURRENT FISCAL YEAR						PRIOR FISCAL YEAR					
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2019-2020		M-T-D	Y-T-D	Y-T-D	FY 2019-2020		FY 2018-2019		FY 2018-2019		
	Original Budget	Amended Budget			%		%	Original Budget	Amended Budget	M-T-D Jul-19	Y-T-D Jul-19	Y-T-D % Budget
Revenues:	Jul-20	Jul-20	Jul-20	Jul-20	Budget	Jul-20	Budget	Jul-20	Budget	Jul-19	Jul-19	% Budget
Water Service	\$ 1,941,782	\$ 1,941,782	\$ 329,335	\$ 1,894,255	97.6%	\$ 1,618,151.67	83.3%	\$ 2,179,284	\$ 2,179,284	\$ 307,142	\$ 1,749,059	80%
Sewer Service	1,669,203	1,669,203	142,513	1,392,657	83.4%	\$ 1,391,002.50	83.3%	1,451,092	1,451,092	147,225	1,386,734	96%
Sewer Surcharge	11,978	11,978	-	1,990	16.6%	\$ 9,981.67	83.3%	9,600	9,600	3,528	12,425	129%
Penalties	50,873	14,450	-	9,729	67.3%	\$ 42,394.17	83.3%	66,000	66,000	4,674	42,452	64%
Administrative Fees	15,150	4,500	8	2,775	61.7%	\$ 12,625.00	83.3%	15,000	15,000	860	11,980	80%
Water Tap Fees	5,050	5,050	-	2,100	41.6%	\$ 4,208.33	83.3%	10,000	10,000	-	-	0%
Meter Purchase / Install	11,933	11,933	-	2,680	22.5%	\$ 9,944.17	83.3%	20,000	20,000	1,092	9,954	50%
Sewer Tap Fees	5,050	5,050	-	1,300	25.7%	\$ 4,208.33	83.3%	10,000	10,000	-	-	0%
Engineer Review Fees	6,924	6,924	-	4,500	65.0%	\$ 5,770.00	83.3%	5,000	5,000	-	5,143	103%
Sanitation Billing Fees	16,798	16,798	-	11,402	67.9%	\$ 13,998.33	83.3%	14,400	14,400	-	12,475	87%
Other Fees Water/Sewer	10,423	10,423	75	1,534	14.7%	\$ 8,685.83	83.3%	8,400	8,400	950	8,690	103%
Sales Tax	101	101	11	113	111.9%	\$ 84.17	83.3%	100	100	12	91	91%
Arlington Operator Cost		300,874	60,634	287,910	95.7%							
Investment Income	37,814	37,814	267	14,369	38.0%	\$ 31,511.67	83.3%	1,000	1,000	3,242	31,323	3132%
Miscellaneous Income	31,718	31,718	96	\$ 379	1.2%	\$ 26,431.67	83.3%	7,500	7,500	-	31,405	419%
Cash Over/Under	-							-	-	-	1	
Sale of Parts/Assets	1,010	37,750	2,500	\$ 40,237	106.6%	\$ 841.67	83.3%	1,000	1,000	-	345	35%
Transfer In - Water Impact Fund	152,524	152,525	12,710	\$ 127,104	83.3%	\$ 127,103.33	83.3%	152,525	152,525	152,525	152,525	
Transfer In - Sewer Impact Fund	60,000	35,000	-	\$ 35,000	100.0%	\$ 50,000.00	83.3%	60,000	60,000	60,000	60,000	
Total Revenues	\$ 4,028,331	\$ 4,293,873	\$ 548,149	\$ 3,830,034	95.1%	\$ 3,356,943	83.3%	\$ 4,010,901	\$ 4,010,901	\$ 681,250	\$ 3,514,602	88%
Expenditures:												
Utility Billing	\$ 1,518,390	\$ 1,718,999	\$ 125,612	\$ 1,259,258	73.3%	\$ 1,265,325.00	83.3%	\$ 1,293,973	\$ 1,293,973	\$ 138,652	\$ 1,042,585	81%
Operations	1,385,155	1,522,435	77,382	1,193,565	78.4%	\$ 1,154,295.83	83.3%	1,576,197	1,576,197	20,806	\$ 943,408	60%
Debt Service	354,505	354,505	-	320,706	90.5%	\$ 295,420.83	83.3%	509,680	509,680	-	\$ 470,199	92%
Capital Projects	415,000	415,000	-	105,513	25.4%	\$ 345,833.33	83.3%	654,796	654,796	66,981	\$ 351,954	54%
Non-Departmental	677,889	677,889	55,087	560,541	82.7%	\$ 564,907.50	83.3%	624,875	624,875	47,496	\$ 522,683	84%
Total Expenditures	\$ 4,350,939	\$ 4,688,828	\$ 258,081	\$ 3,439,583	79.1%	\$ 3,625,783	83.3%	\$ 4,659,521	\$ 4,659,521	\$ 273,935	\$ 3,330,829	71%
Total Revenues Over (Under) Exp	\$ (322,608)	\$ (394,955)	\$ 290,068	\$ 390,451		\$ (268,840)		\$ (648,620)	\$ (648,620)	\$ 407,315	\$ 183,773	
Other Funding Sources (Uses):												
Debt service - bond payments												
Non-cash transactions:												
Capital lease proceeds												
Capital expenditures												
Net Change in Fund Balance	\$ (322,608)	\$ (394,955)		\$ 390,451				\$ (648,620)	\$ (648,620)			
Total Unrestricted Fund Balance - BOY	1,682,545	2,471,302		2,471,302					1,990,605			
Total Fund Balance - EOY	\$ 1,359,937	\$ 2,076,347		\$ 2,861,753		\$ -		\$ 1,341,985				
Less: Commitments for Specific Use				-		-						
Less: Assigned for Specific Use				-		-						
Ending Fund Balance - Unrestricted	\$ 1,359,937	\$ 2,076,347		\$ 2,861,753		\$ -		\$ 1,341,985				
AVERAGE DAILY EXPENDITURES	884	1,082		(1,070)					1,777			
NUMBER OF DAYS IN RESERVE	1,539	1,919		(2,675)					755			
FUND BALANCE AS A % OF EXPENDITURE	31%	44%		83%					29%			PAGE 4

STORMWATER FUND
FOR THE MONTH ENDED JULY 31, 2020
FY 2019-20 WITH PRIOR YEAR COMPARISON

83.3%

	CURRENT FISCAL YEAR					
	BUDGET		ACTUAL			FY PROJECTED
	FY 2019-2020		M-T-D	Y-T-D	Y-T-D	FY 2019-2020
	Original Budget	Amended Budget	Jul-20	Jul-20	% Budget	Jun-20 % Budget
Revenues:						
Penalties	\$ 3,200	\$ 3,200	\$ -	\$ 401	12.5%	\$ 2,667 83.3%
Grant Revenue	-	-				
Drainage Fees	297,200	265,000	22,032	210,372	79.4%	\$ 247,667 83.3%
Investment Income	500	500	41	662	132.4%	\$ 417 83.3%
Miscellaneous Income	-	-				
Total Revenues	\$ 300,900	\$ 268,700	\$ 22,073	\$ 211,435	70.3%	\$ 250,750 83.3%
Expenditures:						
Stormwater Utility	585,316	\$ 619,316	\$ 5,575	\$ 84,248	13.6%	\$ 487,763 83.3%
Total Expenditures	\$ 585,316	\$ 619,316	\$ 5,575	\$ 84,248	14.4%	\$ 487,763 83.3%
Total Revenues Over (Under) Exp	\$ (284,416)	\$ (350,616)	\$ 16,498	\$ 127,187		\$ (237,013)
Other Financing Sources (Uses):						
Capital grant contributions	-	-	-	-		
Net Change in Fund Balance	\$ (284,416)	\$ (350,616)		\$ 127,187		
Total Unrestricted Fund Balance - BOY	1,221,677	198,778		198,778		
Total Fund Balance - EOY	\$ 937,261	\$ (151,838)		\$ 325,965		
Less: Commitments for Specific Use	-	-		-		-
Ending Fund Balance - Unrestricted	\$ 937,261	\$ (151,838)		\$ 325,965		

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2018-2019		FY 2018-2019		
Original Budget	Final Budget	M-T-D Jul-19	Y-T-D Jul-19	Y-T-D % Budget
\$ 2,500	\$ 2,500	\$ 199	\$ 3,022	120.9%
-	-			
252,000	252,000	22,700	220,355	87.4%
450	450	87	615	136.7%
-	-			
\$ 254,950	\$ 254,950	\$ 22,986	\$ 223,992	88%
\$ 139,764	\$ 139,764	\$ 36,896	\$ 157,199	112.5%
\$ 139,764	\$ 139,764	\$ 36,896	\$ 157,199	112%
\$ 115,186	\$ 115,186	\$ (13,910)	\$ 66,793	
-	-	-	-	
\$ 115,186	\$ 115,186			
	\$ 1,159,638			
	\$ 1,274,824			
-	-			
\$ -	\$ 1,274,824			

**OTHER FUNDS: MONTHLY FINANCIALS
FOR THE MONTH ENDED JULY 31, 2020**

FUND	FUND NAME	BUDGET				
		Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year
DEBT SERVICE FUNDS						
2	Debt Service Fund	\$ 1,750,253	\$ 1,487,977	\$ 262,276	\$ 309,119	\$ 571,395

Y-T-D ACTUAL							
Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	% Budget	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
\$ 1,550,909	89%	\$ 1,426,822	96%	\$ 124,087	47.3%	\$ 309,119	\$ 433,206

OTHER GENERAL FUNDS															
5	Capital Replacement Fund	\$ 185,732	\$ 185,732	\$ -	\$ 236,826	\$ 236,826		\$ 8,993	5%	\$ 155,717	84%	\$ (146,724)	0.0%	\$ 236,826	\$ 90,102
12	Court Security Fund	3,000	-	\$ 3,000	20,614	23,614		2,098	70%	-	0%	\$ 2,098	69.9%	\$ 20,614	22,712
16	Court Technology Fund	3,920	875	\$ 3,045	9,796	12,841		2,258	58%	-	0%	\$ 2,258	74.2%	\$ 9,796	12,054
18	Juvenile Case Manager Fund	5,650	13,873	(8,223)	6,079	(2,144)		2,236	40%	1,213	0%	\$ 1,023	-12.4%	\$ 6,079	7,102
21	TIF 1 (New Hope Rd) Fund	146,648	-	146,648	(656,862)	(510,214)		152,667	104%	-	0%	\$ 152,667	104.1%	\$ (656,862)	(504,195)
34	Leose Fund	1,767	1,650	117	1,895	2,012		1,760	100%	-	-	\$ 1,760	1504.3%	\$ 1,895	3,655
83	Tree Reforestation Fund	500	500	-	70,425	70,425		570	114%	-	84%	\$ 570	0.0%	\$ 70,425	70,995
		\$ 347,217	\$ 202,630	\$ 144,587	\$ (311,227)	\$ (166,640)		\$ 170,582		\$ 156,930		\$ 13,652		\$ (311,227)	\$ (297,575)

CAPITAL FUNDS															
4	Capital Projects Fund	\$ 70,250	\$ 104,768	\$ (34,518)	\$ (24,182)	\$ (58,700)		\$ 178,697	254%	\$ -	0%	\$ 178,697	-517.7%	\$ (24,182)	\$ 154,515
13	Capital Bond Fund	23,846	719,000	(695,154)	2,617,419	1,922,265		20,841		291,820	41%	\$ (270,979)	39.0%	\$ 2,617,419	\$ 2,346,440
14	Park Dedication Fund	17,600	30,170	(12,570)	96,825	84,255		17,556	100%	90	0%	\$ 17,466	-138.9%	\$ 96,825	\$ 114,291
32	Library Building Fund	2,270	2,000	270	(4,035)	(3,765)		1,236	54%	-	0%	\$ 1,236	457.8%	\$ (4,035)	\$ (2,799)
45	Roadway Impact Fee Fund	9,100	110,000	(100,900)	573,275	472,375		11,660	128%	22,029	20%	\$ (10,369)	10.3%	\$ 573,275	\$ 562,906
61	Water Impact Fee Fund	5,231	152,525	(147,294)	12,325	(134,969)		4,729	1	127,104	83%	(122,375)	1	12,325	(110,050)
62	Sewer Impact Fee Fund	3,650	35,000	(31,350)	77,190	45,840		3,518	1	35,000	100%	(31,482)	1	77,190	45,708
		\$ 131,947	\$ 1,153,463	\$ (1,021,516)	\$ 3,348,817	\$ 2,327,301		\$ 199,538		\$ 291,820		\$ (92,282)		\$ 2,593,237	\$ 2,500,955

EDC 4B FUNDS															
15	EDC 4B Fund	\$ 799,629	\$ 572,598	\$ 227,031	\$ 306,146	\$ 533,177		\$ 716,327	90%	\$ 482,988	84%	\$ 233,339	102.8%	\$ 306,146	\$ 539,485
				-		-				-		\$ -		\$ -	\$ -
		\$ 799,629	\$ 572,598	\$ 227,031	\$ 306,146	\$ 533,177		\$ 716,327		\$ 482,988		\$ 233,339		\$ 306,146	\$ 539,485

SPECIAL REVENUE FUNDS																								
30	Hotel/Motel Tax Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,927		\$	-		\$	5,927		\$	-	\$	5,927
35	Disaster Recovery Fund		-		-		-		-		-		420,852			6,408		\$	414,444		\$	-	\$	414,444
			-		-		-		-		-		426,779			6,408			420,371				\$	420,371

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.1.

SUBJECT

Approval of the minutes from the July 14, 2020 special meeting

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

Please see the attached minutes for your approval.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2020_07.14 City Council Special Meeting - Budget Workshop	2020_07.14 City Council Special Meeting - Budget Workshop.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING VIA VIDEOCONFERENCE
JULY 14, 2020 AT 6:00 PM

MEMBERS OF THE PUBLIC MAY JOIN BY VISITING
WWW.CITYOFKENNEDALE.COM/JOINMEETING AND/OR BY DIALING
1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 6:00 p.m.

A. ROLL CALL

Participating via VideoConference: Mayor Brian Johnson; Josh Altom, Place 1; Chris Pugh, Place 2; Mayor Pro Tem Lee, Place 3; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** None. **Staff Participating via VideoConference:** City Manager George Campbell, City Secretary and Communications Coordinator Leslie E. Galloway, Finance Director Lakeita Sutton, Public Works Director Larry Hoover, Fire Chief James Brown, Police Chief Tommy Williams, Library Director Amanda King, Director of Human Resources and Administrative Services Danielle Clarke, and Director of Planning and Economic Development Melissa Dailey

II. WORK SESSION

- A. Receive a report, hold a discussion, and provide staff direction regarding FY2020–21 Budget priorities

City Manager George Campbell first announced that, for the first time in 13 years, the City's FY19-20 Budget received the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA), and congratulated Finance Director Lakeita Sutton and all associated staff. Sutton stated that she and her staff had focused on making the budget more user-friendly and meaningful and were proud of the accomplishment. The Mayor and Council expressed their appreciation and congratulated the staff on the achievement.

Campbell then stated that this meeting had been requested by the Council to provide input to staff regarding budget priorities. Finance Director Lakeita Sutton then offered a presentation that included end-of-year FY19-20 projections, high level FY20-21 revenue and expenditure projections (noting that final numbers had not yet been received from the County Tax Assessor), new program requests submitted by each department (but not yet evaluated by Finance or the City Manager), a budget timeline, and next steps. There was some discussion of savings realized through personnel vacancies, staff's continued dedication to preserving the bond rating and encouraging development, actual expenditures versus approved amounts, the continued drawdown of the General Fund Balance, the potential for the City Manager's Proposed Budget to be supported by an ad valorem tax rate increase, and the impacts that COVID-19 might continue to have on revenues.

There was also some discussion among the Council of the requests to add a Fire Marshall and Assistant City Manager position, succession planning, the requested ambulance, a recent hiring freeze, minimal staffing levels, staff salaries, the effects of COVID-19 on local businesses, CARES Funding, the possibility of obtaining a Buxton Report to assist in development efforts, and generally weighing the desire to avoid a tax rate increase against the need to maintain service levels and adoption of a balanced budget.

City Manager George Campbell thanked the Council for their input that would be instrumental in finalizing his budget proposal, adding that several meetings to continue budget discussions were already scheduled, but that more could be added at the request of the Council. He then asked that the Council reach out to staff with any questions or additional input that they might have throughout the budget process.

Finally, he noted that the Council had recently been provided with an informal staff report detailing those capital projects recommended for funding during the next five years and that, having not received any objections, staff planned to move forward on the recommendations within. Councilmember Josh Altom requested that the staff also provide an update on residential development.

III. ADJOURNMENT

Mayor Brian Johnson adjourned the meeting at 7:24 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

**STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL**

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.2.

SUBJECT

Approval of the minutes from the July 21, 2020 regular meeting

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

Please see the attached minutes for your approval.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2020_07.21 City Council Regular Meeting	2020_07.21 City Council Regular Meeting.pdf
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING VIA VIDEOCONFERENCE

JULY 21, 2020 AT 4:30 PM

MEMBERS OF THE PUBLIC MAY JOIN BY VISITING

WWW.CITYOFKENNEDEALE.COM/JOINMEETING AND/OR BY DIALING

1-877-853-5257 (TOLL-FREE) AND USING ACCESS CODE 76060-76060

I. CALL TO ORDER

Mayor Brian Johnson called the meeting to order at 4:34 p.m.

The Mayor and Councilmember Altom then read the Proclamation recognizing Joshua and Christopher Sanchez, who were in attendance via VideoConference.

The Council recessed to Executive Session at 4:50 p.m. (*accomplished by placing members of the public and uninvolved staff in a virtual waiting room*).

II. EXECUTIVE SESSION

A. **PURSUANT TO §551.071** — *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:*

1. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., Apache, Abs 1 Auto Parts, and special exception/special use permits

B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property:*

1. 1001 W Kennedale Pkwy, Fort Worth, TX 76140

C. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee; and the following:*

1. Municipal Judge interviews and consideration of appointment

III. WORK SESSION

Mayor Johnson reconvened the open meeting at 6:35 p.m.

A. WORK SESSION REPORTS

1. Proclamation in recognition of Joshua and Christopher Sanchez, who organized a fundraiser to help provide food and other needed items to senior citizens during the COVID-19 Pandemic

THIS ITEM WAS TAKEN OUT OF ORDER. IT WAS PRESENTED IMMEDIATELY AFTER THE MEETING WAS CALLED TO ORDER, BUT BEFORE THE COUNCIL RECESSED TO EXECUTIVE (ITEM II.).

2. Recognition of outgoing 2019-20 Youth Advisory Council (YAC) Members
Several YAC members, including Jaiden Patel and Allie Murphy joined the meeting via VideoConference. City Secretary Leslie Galloway announced the names of the 2019-20 YAC members and the Mayor and Council thanked them for their service to the City. Councilmember Josh Altom requested that once meetings are held in-person again that one YAC member be nominated to join the Council on the dais at each regular meeting.

3. Discussion, if desired, of 2020-21 Youth Advisory Council (YAC) applicants
Councilmember Linda Rhodes requested that the application period be extended if the Council should approve expanding the age range for membership (Item IV.F.2).

4. Discussion of notification received from Texas Commission on Environmental Quality (TCEQ) of an application for a Type IV Permit Major Amendment by the Fort Worth C&D Landfill

Public Works Director Larry Hoover stated that the Fort Worth C&D landfill submitted an application for 22.6 acres of lateral expansion to TCEQ and that staff proposed using this as an opportunity to approach Waste Connections with a request for some or all of the following: improvement to the appearance and functionality of the entrance and exit; increased road cleaning; more aggressive measures to prevent debris and mud from leaving the site; and increased fees per ton of waste accepted. There was some discussion among the Council regarding the current fees, revenue usage, road condition, odor issues, and a recent corrective payment made by Waste Connections. Following, it was the consensus among the Council for staff to move forward with these requests.

MAYOR JOHNSON LOST CONNECTION TO THE MEETING FROM 6:52 TO 7:00 P.M., DURING WHICH TIME MAYOR PRO TEM SANDRA LEE ACTED AS CHAIR.

5. Discussion of issues relating to the Coronavirus (COVID-19) emergency

There was some discussion of utilizing CARES Funding for public safety compensation.

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

There was some discussion of the purpose, terms, and potential liabilities related to the agreement with Kennedale ISD (Item IV.F.4.). City Manager George Campbell noted that the City planned to also purchase hotspots for the Library to loan to patrons, which would be included in an informal report to Council outlining potential CARES Funding expenditures. Mayor Brian Johnson announced an upcoming CARES Funding virtual meeting.

IV. REGULAR SESSION

Mayor Johnson opened the Regular Session at 7:02 p.m.

A. ROLL CALL

Participating via VideoConference: Mayor Brian Johnson (*lost connection from 6:52 to 7:00 p.m.*); Josh Altom, Place 1; Chris Pugh, Place 2; Mayor Pro Tem Lee, Place 3; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** None. **Staff Participating via VideoConference:** City Manager George Campbell, City Secretary and Communications Coordinator Leslie E. Galloway, City Attorney Drew Larkin, Finance Director Lakeita Sutton, Public Works Director Larry Hoover, Fire Chief James Brown, Police Chief Tommy Williams, Library Director Amanda King, Director of Human Resources and Administrative Services Danielle Clarke, Director of Planning and Economic Development Melissa Dailey, and Financial Analyst Debby Scott

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

The invocation and pledges were not carried out due to the meeting being held remotely.

C. VISITOR AND CITIZEN FORUM

There were no requests to speak at this time.

D. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council

- **Josh Altom, Place 1**, did not have announcements at this time.
- **Chris Pugh, Place 2**, stated that his workplace was now displaying signage provided by Fort Worth Mayor Betsy Price regarding mask wearing.
- **Mayor Pro Tem Sandra Lee, Place 3**, did not have announcements at this time.
- **Linda Rhodes, Place 4**, announced that her family had recently welcomed the birth of two new grandchildren.
- **Chad Wandel, Place 5**, announced that he had volunteered at the Tarrant Area Food Bank, which would provide supplemental food items to a local food bank in exchange for a four-hour volunteer shift by any citizen.

2. Updates from the Mayor

Mayor Brian Johnson announced that he continued joining the virtual COVID-19 updates provided by Judge Glen Whitley on Wednesdays – and urged everyone to wear masks, and practice good hygiene along with social distancing.

3. Updates from the City Manager

City Manager George Campbell did not have any announcements at this time.

4. Financial Reports for the City and the EDC

Finance Director Lakeita Sutton stated that staff was monitoring sales tax revenue because of COVID-19 and that the City had received its CARES Funding allocation from the County, which was placed into a newly-created Disaster Recover Fund that appeared in this month's report along with the also new Occupancy Tax (HOT) Fund.

5. Schedule of Investment Activity for quarter ending June 30, 2020

There was no discussion at this time.

E. CONSENT AGENDA

1. Approval of the minutes from the June 16, 2020 regular meeting

2. **Case #PZ 20-04** — To consider action on a request by Oak's Court Ltd for final plat of approximately 2 acres of land at 921 Kennedale Sublett Road, legal description of Block 1, Lots 3-16, Oak's Court Addition, Kennedale, Tarrant County, Texas

Motion Approve. **Action** Approve the Consent Agenda, **Moved By** Mayor Pro Tem Lee, **Seconded By** Rhodes. **Motion passed unanimously.**

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of Ordinance 698, appointing a Municipal Judge, an Associate Judge,

and an Alternative Associate Judge; and authorizing the Mayor to sign two-year contracts for each

Motion Postpone. **Action** Postpone, pursuant to Executive Session, consideration of appointing a Municipal Judge, an Associate Judge, and an Alternative Associate Judge, **Moved By** Pugh, **Seconded By** Mayor Pro Tem Lee. **Motion passed unanimously.**

2. Consider approval of Ordinance 707, amending age requirements for membership on the Youth Advisory Council (YAC)

Motion Approve. **Action** Approve Ordinance 707, amending age requirements for membership on the Youth Advisory Council (YAC), **Moved By** Mayor Pro Tem Lee, **Seconded By** Wandel. **Motion passed unanimously.**

3. Consider making appointments to the 2020-21 Youth Advisory Council (YAC)

Motion Postpone. **Action** Postpone consideration of making appointments to the 2020-21 Youth Advisory Council (YAC) to allow time for newly-eligible candidates to apply, **Moved By** Mayor Pro Tem Lee, **Seconded By** Wandel. **Motion passed unanimously.**

4. Consider authorizing the Mayor to sign an Interlocal Agreement (ILA) with Kennedale Independent School District (KISD) providing for a grant from the City to the ISD for the purchase of wireless hotspots to benefit KISD students

Motion Approve. **Action** Approve authorizing the Mayor to sign an Interlocal Agreement (ILA) with Kennedale Independent School District (KISD) providing for a grant from the City to the ISD for the purchase of wireless hotspots to benefit KISD students, **Moved By** Rhodes, **Seconded By** Mayor Pro Tem Lee. **Motion passed unanimously.**

G. PUBLIC HEARINGS

There were no public hearings on this agenda.

H. TAKE ACTION NECESSARY, PURSUANT TO EXECUTIVE SESSION, IF NEEDED

1. Take any action deemed necessary as a result of the Executive Session
There was neither discussion nor action at this time.

V. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Pugh, **Seconded By** Wandel. **Motion passed unanimously.**

Mayor Johnson adjourned the meeting at 7:20 p.m.

APPROVED:

ATTEST:

BRIAN JOHNSON, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.3.

SUBJECT

Appointments to the 2020-21 Youth Advisory Council (YAC)

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

This item has been placed on Consent as there are 25 places on the Youth Advisory Council (YAC), and 20 applications (attached in the Confidential packet) have been received, from the following:

RETURNING MEMBERS:

1. Ella Beene
2. Amaya Constantino
3. Allie Murphy
4. Luc Ngo
5. Jaiden Patel
6. Michelle Pham
7. Christian Rockin
8. Preston Roller
9. Lucianne Williams

NEW APPLICANTS:

10. Sara-Esther Adejokun
11. Mathew Agna
12. Audry Domingues
13. Scarlett Dow
14. Pfeiffer Galloway
15. Derek Guo
16. James Irwin
17. Gracyn Reed
18. Madison Fail*
19. Taylor Poore*
20. Megan Cerda*

** These are the new applications received since the age limit was changed by the Council at the last regular meeting.*

RECOMMENDATION

Approve

Staff would recommend approval of all applicants.

ATTACHMENTS

1.	INCUMBENT Beene, Ella	INCUMBENT Beene, Ella.pdf
2.	INCUMBENT Constantino, Amaya	INCUMBENT Constantino, Amaya.pdf
3.	INCUMBENT Murphy, Allie	INCUMBENT Murphy, Allie.pdf

4.	INCUMBENT Ngo, Luc	INCUMBENT Ngo, Luc.pdf
5.	INCUMBENT Patel, Jaiden	INCUMBENT Patel, Jaiden.pdf
6.	INCUMBENT Pham, Michelle	INCUMBENT Pham, Michelle.pdf
7.	INCUMBENT Rockin, Christian	INCUMBENT Rockin, Christian.pdf
8.	INCUMBENT Roller, Preston	INCUMBENT Roller, Preston.pdf
9.	INCUMBENT Williams, Lucianne	INCUMBENT Williams, Lucianne.pdf
10.	NEW Adejokun, Sara-Esther	NEW Adejokun, Sara-Esther.pdf
11.	NEW Agna, Mathew	NEW Agna, Mathew.pdf
12.	NEW Dominguez, Audry	NEW Dominguez, Audry.pdf
13.	NEW Dow, Scarlett	NEW Dow, Scarlett.pdf
14.	NEW Galloway, Pfeiffer	NEW Galloway, Pfeiffer.pdf
15.	NEW Guo, Derek	NEW Guo, Derek.pdf
16.	NEW Irwin, James	NEW Irwin, James.pdf
17.	NEW Reed, Gracyn	NEW Reed, Gracyn.pdf
18.	NEW Fail, Madison	NEW Fail, Madison.pdf
19.	NEW Poore, Taylor	NEW Poore, Taylor.pdf
20.	NEW Cerda, Megan	NEW Cerda, Megan.pdf

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.4.

SUBJECT

Consider authorizing the Mayor to sign an Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Administrative Cost Funding for Section 5310 Program

ORIGINATED BY

Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY

This is an annual agreement, between the City of Kennedale and the Fort Worth Transportation Authority (FWTA / "Trinity Metro"), that allows for Tarrant County Transportation Services (TCTS) paratransit services to provide transportation of older adults (65+) and other qualified persons to and from a variety of venues for purposes including shopping, medical, and recreational for a fare of \$2.50 per trip (one-way).

This is pursuant to a Federal grant to FWTA to serve persons in cities without transportation services and which are not members of a transportation authority. This is designated as a Section 5310 program, under Title 49, Section 5310, US Code.

There are two contracts attached, at a total annual cost of \$1,288.00. If approved, the contracted services will be provided through December 31, 2020, and are provided for under the "Special Services" line item in the Mayor/Council budget. The first is for the original program (for which the City pays a grant administration fee of \$1,288.00 to participate); and a supplemental contract (at no additional cost) for an extra day of service that began in October 2018. There is also a 2019 ridership report included, showing a total value of services provided through the program of \$14,317.20 for the 369 trips taken by Kennedale residents last year (and \$3,417.64 for the 86 during taken the first half of 2020).

RECOMMENDATION

Approve

ATTACHMENTS

1.	5310_TCTS ILA Kennedale 2020	5310_TCTS ILA Kennedale 2020.pdf
2.	5310_TCTS ILA Kennedale 2020_Enhancement	5310_TCTS ILA Kennedale 2020_Enhancement.pdf
3.	TCTS Kennedale Ridership Jan 2019 - June 2020	TCTS Kennedale Ridership Jan 2019 - June 2020.pdf

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF KENNEDALE, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Kennedale, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Kennedale desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Kennedale is contributing a total of \$1,288.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from January 1, 2020 through December 31, 2020; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Kennedale action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Kennedale will be allocated one day (Tuesday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Kennedale residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services from January 1, 2020 through December 31, 2020.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Kennedale will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from January 1, 2020 through December 31, 2020.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Kennedale.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin January 1, 2020 and end December 31, 2020.
9. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of \$2.50.

**ILA FOR ADMINISTRATIVE COSTS FUNDING FOR SECTION 5310 PROGRAM
BETWEEN FWTA AND THE CITY OF KENNEDALE, TEXAS**

SIGNATURE PAGE

CITY OF KENNEDALE, TEXAS

**FORT WORTH TRANSPORTATION
AUTHORITY (FWTA):**

BY: _____
MAYOR BRIAN JOHNSON

BY: _____
BOB BAULSIR
PRESIDENT/CEO

DATE: TUESDAY, AUGUST 18, 2020

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM:

CITY ATTORNEY DREW LARKIN
CITY OF KENNEDALE, TEXAS

**INTERLOCAL AGREEMENT
FOR
SECTION 5310 ENHANCEMENT PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF KENNEDALE, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Kennedale, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Kennedale currently has an agreement with Trinity Metro for the provision of Tarrant County Transportation Service (TCTS), a door-to-door paratransit services for elderly and persons with disabilities within Tarrant County; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, Trinity Metro has been awarded an additional grant for the enhancement of TCTS and the City of Kennedale is interested in an additional guaranteed day of service for the period from January 1, 2020 through December 31, 2020

Now, therefore, the parties pursuant to City of Kennedale action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Kennedale is currently allocated one day, Tuesday, each week as their primary designated day for transportation. The additional guaranteed day of service through this ILA will be Friday.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and

represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer the additional day of transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services Enhancement Program from January 1, 2020 through December 31, 2020.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. Trinity Metro will provide access upon request to the Section 5310 records to the City of Kennedale.
6. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
7. The term of this agreement will begin January 1, 2020 and end December 31, 2020, contingent on available funding.
8. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of \$2.50.

**ILA FOR SECTION 5310 ENHANCEMENT PROGRAM
BETWEEN FWTA AND THE CITY OF KENNEDALE, TEXAS**

SIGNATURE PAGE

CITY OF KENNEDALE, TEXAS

**FORT WORTH TRANSPORTATION
AUTHORITY (FWTA):**

BY: _____
MAYOR BRIAN JOHNSON

BY: _____
BOB BAULSIR
PRESIDENT/CEO

DATE: TUESDAY, AUGUST 18, 2020

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM:

CITY ATTORNEY DREW LARKIN
CITY OF KENNEDALE, TEXAS

**Tarrant County Transportation Service ("Trinity Metro")
City of Kennedale
January 2019 – June 2020**

<u>Month</u>	<u>Original One-Way Trips</u>	<u>Enhancement One-Way Trips</u>	<u>Estimated Value Of Services Provided</u>
January 2019	30	5	\$1,347.85
February	21	0	\$808.71
March	12	2	\$539.14
April	26	0	\$1,001.26
May	23	6	\$1,116.79
June	27	5	\$1,232.32
July	46	15	\$2,349.11
August	17	16	\$1,270.83
September	26	5	\$1,193.81
October	21	7	\$1,112.72
November	25	4	\$1,152.46
December	<u>21</u>	<u>9</u>	\$1,192.20
Total 2019	295	74	\$14,317.20

January 2020	16	11	\$1,072.98
February	12	1	\$516.62
March	13	5	\$715.32
April	4	1	\$198.70
May	6	8	\$556.36
June	<u>5</u>	<u>4</u>	\$357.66
2020 (Q1-Q2)	56	30	\$3,417.64

*Section 5310 Tarrant County Transportation Services (TCTS)
Annual Program Cost*

\$1,288.00

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.5.

SUBJECT

Discuss and consider approval of bid award for health, dental, life and accidental death and dismemberment (AD&D), and voluntary life insurances and authorize the City Manager to sign the agreements

ORIGINATED BY

Danielle Clarke, Director of Human Resources & Administrative Services

SUMMARY

In April 2020, staff met virtually with Brinson Benefits, the City's insurance consultant, regarding benefit plans, plan utilization, and preparation for the bid process. At that time, the 12-month claims loss ratio was approximately 134%, with 4 large claimants (over \$20,000). Those claims ranged from approximately \$23,000 to \$66,000. These numbers are significantly higher than the last two years.

Brinson Benefits were confident that the City would still receive competitive offers through an open bid process. In July 2020, staff received the insurance renewal with an overall increase of 16%. Staff immediately bid the insurance to review other competitive offers. The City advertised and received bids from four companies (Blue Cross Blue Shield (BCBS), Cigna, Humana, and United Healthcare). Upon review, the bids from Cigna and Humana were eliminated from consideration due to increases of more than 25%. Although United had a competitive bid with a 0.5% decrease, the network was considerably smaller than the current network of providers with BCBS and could not guarantee that employees' current providers would be covered under the United plan.

The final offer from BCBS includes a bundle deal with a one-time \$27,000 account credit for a total 0.22% increase if we continued with our current medical plans, as well as switching our dental and life coverage to BCBS. They also guaranteed there would be no provider interruption for employees. The BCBS bid proposal provides no changes to our dual option plan design, Health Savings Account (HSA), or PPO buy-up option. The HSA has a deductible of \$6,650 for individual, 100% coverage after the deductible is met. The City will continue to fund a Health Reimbursement Arrangement for employees on the HSS/HMO plan. The PPO plan has a \$5,000 deductible, 80% coinsurance coverage and primary physician co-pays of \$45. The PPO plan will be considered a "buy-up" plan meaning that employees who wish to enroll in the PPO plan will pay \$75.91 per paycheck (\$151.82 per month) toward the cost of the premium. There will be no increase in cost to employees. A chart comparing current and proposed plans is attached.

After review of the bid proposals, staff recommends remaining with Blue Cross Blue Shield and moving the City's dental and life insurance to Blue Cross. **The FY20-21 Proposed Budget presented to City Council August 11, 2020, provided an estimated increase of 6%. As bid, the recommended offering is only a 0.22% increase in costs to the City.** The overall increase in the health insurance line item is approximately \$1,134 for an overall FY20-21 budget expenditure of \$508,594, based on current elections and staffing levels.

RECOMMENDATION

It is recommended that the City accept the bid proposal of Blue Cross Blue Shield for medical, dental, and life insurance for a total allocation of \$508,594; maintain Brinson Benefits as the agent of record; and authorize the City Manager to execute the related agreements. Open enrollment must be completed before August 31, 2019.

ATTACHMENTS

1.	Insurance Bid	Insurance Bid.pdf
----	---------------	-------------------

	BCBS CURRENT		BCBS RENEWAL	
	H S A	PPO	H S A HMO	PPO
Individual Deductible	\$6,650	\$5000 /\$10,000	\$6,650	\$5000 /\$10,000
Family Deductible Limit	2x	\$14,700 / \$29,400	2x	\$14,700 / \$29,400
Coinsurance	100 AD	80 / 60	100 AD	80 / 60
Individual out of pocket max	\$6,650	\$7,350 / \$17,000	\$6,650	\$7,350 / \$17,000
Family out of pocket max	\$13,300	\$14,700 / \$51,000	\$13,300	\$14,700 / \$51,000
Medical & RX Apply to OOP	n/a	Yes / Yes	n/a	Yes / Yes
Office visit co-pay	100 AD	\$45 / \$90	100 AD	\$45 / \$90
Preventive	100%	100%	100%	100%
Lab/X-ray	100 AD	100 / 60 AD	100 AD	100 / 60 AD
Outpatient Surgery	100 AD	80 / 60 AD	100 AD	80 / 60 AD
Hospital services	100 AD	80 / 60 AD	100 AD	80 / 60 AD
ER Copay or Deductible	Plan Deductible	\$500	Plan Deductible	\$500
ER Coinsurance	100 / 100 AD	80 / 80 AD	100 / 100 AD	80 / 80 AD
Urgent Care	100 AD	\$75	100 AD	\$75
Major Diag. MRI, CT, etc.	100 AD	80 / 60 AD	100 AD	80 / 60 AD
Prescription deductible	Plan Deductible	None	Plan Deductible	None
Prescription card	100 AD	\$0/\$10/\$50/\$100/\$150..\$250	100 AD	\$0/\$10/\$50/\$100/\$150..\$250

*HMO Must select
PCP and receive
referrals for
specialists*

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.E.6.

SUBJECT

Consider authorizing the City Manager to enter into a 4-year agreement with HALFF Associates in the amount of \$32,000 for professional engineering services related to the preparation of annual reports required by the TCEQ Phase II Municipal Separate Storm Sewer System (MS4) program

ORIGINATED BY

Larry Hoover, Public Works Director

SUMMARY

Texas Commission on Environmental Quality (TCEQ) permits are required to discharge stormwater from utility systems. The City of Kennedale is permitted under the Phase II (small system) Municipal Separate Storm Sewer Systems (MS4) program. Continued compliance requires submission of an annual report to TCEQ.

HALFF Associates has been providing this service to the City under a five-year contract, and the attached proposal would extend that service by four years (through 2023). The firm has, historically, been instrumental in assuring that our stormwater system meets all TCEQ requirements. The scope of work has not changed from the previous agreement, which provides for preparation and submission of the annual reports and three meetings per year with staff to review the City's Stormwater Management Plan and overall system operation.

The agreement is for \$8,000 per year, for a total cost of \$32,000.

RECOMMENDATION

Approve

ATTACHMENTS

1.	MS4 Annual Reports_2020-2023 HALFF Contract	MS4 Annual Reports_2020-2023 HALFF Contract.pdf
2.	MS4 Annual Reports_2020-2023 HALFF Contract Exhibit A	MS4 Annual Reports_2020-2023 HALFF Contract Exhibit A.pdf

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Kennedale a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Home Rule City. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Tarrant County, Texas**.

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

By:

Bj. Tylant
Signature

Benjamin Tylant
Printed Name

Director of Water Resources, NTX
Title

8/10/20
Date

CLIENT: CITY OF KENNEDALE, TEXAS

By:

Signature

Printed Name

Title

Date



August 5, 2020

Mr. Larry Hoover
Public Works Superintendent
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

RE: Proposal for Preparation of City of Kennedale, TX Annual Reports (4 years) for TCEQ Phase II MS4
TPDES General Permit No. TXR040000

Dear Mr. Hoover:

This letter is a priced proposal related to the TCEQ Phase II MS4 TPDES General Permit No. TXR040000 for the City of Kennedale, TX. This proposal provides engineering services needed to prepare the City's MS4 annual reporting for years 2020-2023.

Scope of Work -

Assist the City with preparation of the annual reports (4 years), including the following tasks: annual review of the City's SWMP; through coordination with the City, identify activities scheduled and completed during each year of the plan; identify activities scheduled for the current reporting period; identify any additional tasks suggested for the reporting period; meet with the City up to three (3) times each year to review the report and progress on scheduled activities; and assist with submittal to TCEQ. This task will begin with annual reporting of year 2020 activities.

Project Fee – We propose a total fee of **\$32,000** for this project. The annual report task will be billed as a lump sum fee of \$8,000 per year. Services will be invoiced monthly, based on the percentage of work completed or administrative support effort. Direct costs, including printing, plotting and reproduction, postage, messenger service, specialized equipment (such as GPS), and vehicle mileage will be considered reimbursable. They will be billed at 1.10 times the direct cost incurred.

Project Schedule – Receipt of the signed documentation by both parties and data to be provided by client will serve as notification to proceed, approval of the budget and agreement to the fee schedule and basis of compensation. Our schedule will begin upon notice to proceed.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. Please do not hesitate to contact us if you have any questions regarding this proposal.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Ben B. Pylant", is written over the printed name.

Benjamin Pylant, P.E., CFM
Director of Water Resources, North Texas

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.1.

SUBJECT

Consider approval of Ordinance 698, appointing a Municipal Judge and Alternate Judges; and authorizing the Mayor to sign contracts for each

ORIGINATED BY

George Campbell, City Manager

SUMMARY

As required by the Charter, the (attached) Ordinance 698 and related contracts are presented so that the Council may consider appointment of a Presiding Judge and Alternative Judges of the Kennedale Municipal Court. Each role serves a two-year term, coinciding with that of the Mayor.

Interviews were conducted during the Executive Session of the Regular Meeting on July 21, 2020. **Contracts for Bill Lane to serve as Presiding Judge and Erin Jackson and Suzy Vanegas as Alternative Judges are attached for the Council's consideration.**

In accordance with the Internal Revenue Service (IRS) interpretation of 'officers of the court', the contract and related Ordinance establish these Municipal Judges as independent contractors. If the Council should decide to make appointments at this time, staff will finalize the appropriate contracts with the appointees names. https://www.tmcce.com/programs/judges/recusal_and_disqualification/

Section 9.03 - Judge of the Municipal Court

The City Council shall appoint a Judge who shall be known as the "Judge of the Municipal Court". The Judge shall be appointed for a two (2) year term. In order to be appointed, the Judge must be a resident of the State of Texas. The City Council shall fix the compensation for the Judge. The City Council, acting in its sound discretion, may suspend or remove the Municipal Judge at any time by a majority vote of the entire Council. The City Council shall give the Municipal Judge written notice for removal and/or suspension and give the Municipal Judge opportunity to respond. Upon written request of the Municipal Judge, the City Council shall schedule a public hearing and provide the Municipal Judge an opportunity to present a defense against any accusations made. The City Council shall not arbitrarily or capriciously suspend or remove the Municipal Judge, but its decision in such matters shall be final. If for any reason the Judge is unable to act, the City Council shall either declare the office vacant, or appoint a temporary Judge to serve until the Judge is able to act. If the office of the Judge is declared vacant, it shall be filled by appointment by the City Council in accordance with this Section. Following appointment the Judge must meet all educational or other qualifications as prescribed by State Law. The City Council may also appoint such alternate Judges as necessary. All alternate Judges must meet the same qualifications as the Judge of the Municipal Court.

RECOMMENDATION

Approve

ATTACHMENTS

1.	O698 AppointingMunicipalJudge_FINAL	O698 AppointingMunicipalJudge_FINAL.pdf
2.	2020_08.18 Bill Lane Municipal Court Judge Services 2020 Agreement	2020_08.18 Bill Lane Municipal Court Judge Services 2020 Agreement.pdf
3.	2020_08.18 Erin Jackson Alternative Municipal Court Judge Services 2020 Agreement	2020_08.18 Erin Jackson Alternative Municipal Court Judge Services 2020 Agreement.pdf
4.	2020_08.18 Suzy Venegas Alternative Municipal Court Judge Services 2020 Agreement	2020_08.18 Suzy Venegas Alternative Municipal Court Judge Services 2020 Agreement.pdf

ORDINANCE NO. 698

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

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

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

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

WHEREAS, the workload of the Kennedale Municipal Court is not large enough to support a full-time municipal court judge; and

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

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

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

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

SECTION 2. William "Bill" Lane is hereby reappointed as the Municipal Judge of the municipal court of record in the City of Kennedale, Texas, for a two-year term beginning May 21, 2020. At the expiration of said term in accordance with Article 16, Section 17 of the Texas Constitution, Judge Lane shall continue to serve until his successor shall be duly qualified.

SECTION 3. Erin Jackson and Suzy Vanegas are hereby appointed as the Alternate Judges to serve when the Municipal Judge is temporarily absent or unable to serve.

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

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared 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 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 invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

SECTION 7. The reappointment of William "Bill" Lane is subject to and conditioned upon Mr. Lane executing an Agreement for Municipal Judge Services on a form acceptable to the City.

SECTION 8. The appointment of Erin Jackson is subject to and conditioned upon Ms. Jackson executing an Agreement for Alternate Municipal Judge Services on a form acceptable to the City.

SECTION 9. The appointment of Suzy Vanegas is subject to and conditioned upon Ms. Vanegas executing an Agreement for Alternate Municipal Judge Services on a form acceptable to the City.

PASSED AND APPROVED ON THIS 18TH DAY OF AUGUST, 2020.

APPROVED:

MAYOR BRIAN JOHNSON

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY DREW LARKIN

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

AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES

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

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

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

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

- 1. DESCRIPTION OF SERVICES.** Lane agrees to serve as the Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. The services provided hereunder shall include:
 - a. Attendance at regularly scheduled sessions of the Kennedale Municipal Court; and
 - b. Conducting other court hearings and trials at the Kennedale Municipal Court as may be necessary.
- 2. ALTERNATE JUDGES.** Lane agrees to timely coordinate with all Alternate Judges of the Kennedale Municipal Court when he cannot perform the services described in Section 1 above.
- 3. COURT FACILITIES.** The City will provide a suitable place for holding court and shall pay for all the expense of maintaining it. The City will furnish staff, supplies, and equipment sufficient for the operation of the Court.
- 4. HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and Lane. Currently the regularly scheduled session of the Municipal Court is set on the fourth Wednesday of the month.
- 5. CONSIDERATION.** As consideration for services provided herein, the City agrees to pay Lane the sum of \$1,200.00 monthly.
- 6. QUALIFICATION.** Lane declares that he is qualified to serve as Judge of the Municipal Court because he meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Lane agrees to maintain said qualifications throughout the term of this Agreement.
- 7. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Lane is an independent contractor to the City, not an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Lane shall not be deemed to be an employee of the City for any purpose whatsoever, and Lane shall not be eligible to participate in any benefit program provided by the City for its employees. Lane shall be exclusively responsible for the payment of his own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and

pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues.

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

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

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

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

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

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

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

12. TERM. Notwithstanding the date of execution hereof, the term of this Agreement will be a two-year term commencing on May 21, 2020.

13. TERMINATION.

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

SIGNED AND AGREED TO ON BEHALF OF BILL LANE ON THIS THE _____ DAY OF _____ 2020.

JUDGE BILL LANE

SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON THIS THE _____ DAY OF _____ 2020.

MAYOR BRIAN JOHNSON

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

AGREEMENT FOR ALTERNATIVE MUNICIPAL COURT JUDGE SERVICES

The Parties to this Agreement for Alternate Municipal Court Judge Services are Erin Jackson (hereinafter referred to as “Jackson”) and the City of Kennedale, Texas (hereinafter referred to as the “City”). Jackson and the City are referred to collectively herein as “the Parties.”

WHEREAS, the City desires to contract with Jackson to perform the services of an Alternate Municipal Court Judge (“Alternate Judge”); and

WHEREAS, Jackson desires to contract with the City to provide services as the Alternate Judge.

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

- 1. DESCRIPTION OF SERVICES.** Jackson agrees to serve as an Alternate Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Jackson shall, as needed, preside over municipal court proceedings for and on behalf of the City and to conduct services as may be required from time-to-time, including but not limited to issuance of warrants and such duties and responsibilities as are necessary and incidental to the office of the Alternate Judge.
- 2. COURT FACILITIES.** The City will provide a suitable place for holding court and shall pay for all the expense of maintaining it. The City will furnish staff, supplies, and equipment sufficient for the operation of the Court.
- 3. HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and the Presiding Judge.
- 4. CONSIDERATION.**
 - a. As consideration for services provided herein, the City agrees to pay Jackson \$75.00 per hour for services performed as an Alternate Judge and rendered in accordance with this Agreement.
 - b. Jackson agrees to prepare and submit to the City on a monthly basis an invoice or time sheet detailing the number of hours worked and services

provided for processing by the City for payment. Jackson will bill her time in quarter-hour increments.

5. **QUALIFICATION.** Jackson declares that she is qualified to serve as Alternate Judge of the Municipal Court because she meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Jackson agrees to maintain said qualifications throughout the term of this Agreement.
6. **INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Jackson is an independent contractor to the City, not an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Jackson shall not be deemed to be an employee of the City for any purpose whatsoever, and Jackson shall not be eligible to participate in any benefit program provided by the City for its employees. Jackson shall be exclusively responsible for the payment of her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues.
7. **INDEMNIFICATION.** To the extent allowed by law, the City will defend, indemnify and hold Jackson harmless from any and all claims arising out of the good faith performance of the duties and functions as the Alternate Judge of the Municipal Court.
8. **NOTICES.** Notices pursuant to this Agreement will be given in writing and sent by First Class United States Mail or Personal Delivery, addressed as follows:

To Jackson:

To the City:

City Secretary, City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

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

9. **MODIFICATION.** No change or addition to this Agreement will be valid or binding upon either Party unless such change or addition be in writing and executed by both Parties.
10. **STATE LAW.** This Agreement will be construed in a manner consistent with and not in derogation of the provisions of state law governing the Alternate Judge of the Municipal Court's jurisdiction, powers, duties, obligations or statutory term of office.

11. TERM. Notwithstanding the date of execution hereof, the term of this Agreement will be a two-year term commencing on May 21, 2020.

12. TERMINATION.

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

SIGNED AND AGREED TO ON BEHALF OF ERIN JACKSON ON THIS THE _____ DAY OF _____ 2020.

ERIN JACKSON

SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON THIS THE _____ DAY OF _____ 2020.

MAYOR BRIAN JOHNSON

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

AGREEMENT FOR ALTERNATIVE MUNICIPAL COURT JUDGE SERVICES

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

WHEREAS, the City desires to contract with Vanegas to perform the services of an Alternate Municipal Court Judge ("Alternate Judge"); and

WHEREAS, Vanegas desires to contract with the City to provide services as the Alternate Judge.

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

- 1. DESCRIPTION OF SERVICES.** Vanegas agrees to serve as an Alternate Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Vanegas shall, as needed, preside over municipal court proceedings for and on behalf of the City and to conduct services as may be required from time-to-time, including but not limited to issuance of warrants and such duties and responsibilities as are necessary and incidental to the office of the Alternate Judge.
- 2. COURT FACILITIES.** The City will provide a suitable place for holding court and shall pay for all the expense of maintaining it. The City will furnish staff, supplies, and equipment sufficient for the operation of the Court.
- 3. HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and the Presiding Judge.
- 4. CONSIDERATION.**
 - a. As consideration for services provided herein, the City agrees to pay Vanegas \$75.00 per hour for services performed as an Alternate Judge and rendered in accordance with this Agreement.
 - b. Vanegas agrees to prepare and submit to the City on a monthly basis an invoice or time sheet detailing the number of hours worked and services

provided for processing by the City for payment. Vanegas will bill her time in quarter-hour increments.

5. **QUALIFICATION.** Vanegas declares that she is qualified to serve as Alternate Judge of the Municipal Court because she meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Vanegas agrees to maintain said qualifications throughout the term of this Agreement.
6. **INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Vanegas is an independent contractor to the City, not an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Vanegas shall not be deemed to be an employee of the City for any purpose whatsoever, and Vanegas shall not be eligible to participate in any benefit program provided by the City for its employees. Vanegas shall be exclusively responsible for the payment of her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues.
7. **INDEMNIFICATION.** To the extent allowed by law, the City will defend, indemnify and hold Vanegas harmless from any and all claims arising out of the good faith performance of the duties and functions as the Alternate Judge of the Municipal Court.
8. **NOTICES.** Notices pursuant to this Agreement will be given in writing and sent by First Class United States Mail or Personal Delivery, addressed as follows:

To Vanegas:

To the City:

City Secretary, City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

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

9. **MODIFICATION.** No change or addition to this Agreement will be valid or binding upon either Party unless such change or addition be in writing and executed by both Parties.
10. **STATE LAW.** This Agreement will be construed in a manner consistent with and not in derogation of the provisions of state law governing the Alternate Judge of

the Municipal Court's jurisdiction, powers, duties, obligations or statutory term of office.

11. TERM. Notwithstanding the date of execution hereof, the term of this Agreement will be a two-year term commencing on May 21, 2020.

12. TERMINATION.

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

SIGNED AND AGREED TO ON BEHALF OF SUZY VANEGAS ON THIS THE _____ DAY OF _____ 2020.

SUZY VANEGAS

SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON THIS THE _____ DAY OF _____ 2020.

MAYOR BRIAN JOHNSON

MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.G.1.

SUBJECT

Case #PZ 20-03 — Conduct a public hearing and consider an Ordinance regarding a request by William Franks for a rezoning from “C1” Commercial to “R3” Residential for approximately 0.5 acres located at 612 N. Little School Road, Block 4, Lots 1A and 2A, Hilldale Addition, City of Kennedale, Tarrant County, Texas

ORIGINATED BY

Melissa Dailey, Director of Planning & Economic Development

SUMMARY

BACKGROUND AND OVERVIEW

Request	Rezone from C1 Commercial to R3 Single Family Residential
Applicant	William Franks
Location	612 N Little School Road
Surrounding Uses	Single-Family Residential, Church, Neighborhood Retail
Surrounding Zoning	R3, C1
Future Land Use Plan Designation	Neighborhood Village
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is ½ acre vacant land adjoining the Hilldale Neighborhood, a single family neighborhood built in the early 1960's. A new single family home has just been built on the lot adjacent to the east.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is on the corner of N. Little School Road and Harrison Drive. It is a corner lot of the Hilldale Neighborhood, which has North Little School road as a western boundary. North Little School Road is characterized by a combination of single family homes, some neighborhood commercial, and a church. Given that this lot is on the edge of the neighborhood, it could be either residential or commercial. The lot across the street is also vacant and currently zoned commercial (C1). Although the future land use plan calls for the area to be a Neighborhood Village, the City initiated rezoning some years ago to C1 for many of the properties fronting N. Little School Road.

STAFF REVIEW

Future Land Use Plan

The Future Land Use Plan indicates this property as Neighborhood 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.**
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

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

SUMMARY

This property is currently zoned C1 Commercial, but is only a ½ acre site, a size that would be challenging to develop with a commercial building that would meet setback and parking requirements and without combining it with other adjacent properties. Properties that are contiguous are all single family residential uses. The owner intends to build or sell to have built a single family home that would be part of the Hilldale neighborhood. This single family use appears to be the most feasible given the location and size of the lot.

At their meeting on Thursday, July 16, the Planning and Zoning Commission approved this request unanimously (5-0).

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

RECOMMENDATION

Approve

ATTACHMENTS

1.	O708_PZ20-03_612 N Little School Rezoning	O708_612 N Little School Rezoning.pdf
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ORDINANCE NO. 708

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 .5 ACRES DESCRIBED AS 612 N. LITTLE SCHOOL ROAD, BLOCK 4, LOTS 1A AND 2A, HILLDALE ADDITION, FROM "C-1" COMMERCIAL DISTRICT TO "R3" SINGLE FAMILY RESIDENTIAL 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 16, 2020, and by the City Council of the City of Kennedale, Texas, on August 18, 2020, 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 .5 acres, located at 612 N. Little School Road, Block 4, Lot 1A and 2A, Hilldale Addition, on the illustration attached hereto as Exhibit "A" and incorporated herein for all purposes of this ordinance, is hereby rezoned from "C-1" Commercial District to "R3" Single Family Residential District.

SECTION 2.

The zoning districts and boundaries 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 the 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 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 phrases, clauses, sentences,

paragraphs, or sections 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 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 18TH DAY OF AUGUST, 2020.

APPROVED:

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, DREW LARKIN

ORDINANCE NO. 708

EXHIBIT A



MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.G.2.

SUBJECT

CASE #PZ 20-06 — Hold a Public Hearing and consider an Ordinance regarding the creation of a new (TH) Townhome zoning district and regulating purpose, form and character, building form standards, siting, elements, parking, loading facilities, landscaping, streets and streetscape, and amending the following UDC sections to provide for (TH) regulations: Section 2.2 "Zoning Districts"; Section 3.1 "Purpose"; Table 3.2 "Schedule of Uses: Agricultural and Residential Districts"; Table 3.3 "Spatial Requirements"; Section 10.9 C.1. "Dwellings per Lot"; Section 11.2.B.3, "Building Materials"; Section 11.30. "Residential Sales"; Section 11.36.D.3, regarding distance from sexually oriented businesses; Section 12.8.A.4., "Required Off-Street Parking"; Table 13.6, "Buffer Area Landscape Requirements"

ORIGINATED BY

Melissa Dailey, Director of Planning & Economic Development

SUMMARY

Townhomes are currently allowed in "MF" Multi-Family Zoning, "OT-3" Old Town 3, "OT 4" Old Town 4, "UV" Urban Village and "NV" Neighborhood Village zoning categories. Old Town and Urban Village zoning is intended for certain designated areas of the City. Multi-Family zoning can potentially be built throughout the city, but allows for a wide variety of multi-family, including apartments and quadplexes for example, as well as townhomes. There is a significant difference between the various types of multi-family, such as apartments and townhomes, and whether each is compatible with surrounding land uses. A new TH category would allow for the land use decision to be made to allow only townhomes where townhomes are a compatible use with surrounding land uses.

The new TH zoning is proposed to have the same requirements as townhomes currently have under multi-family zoning. The sections of the UDC that would be modified to allow for this additional category are enumerated above.

RECOMMENDATION

Based on the above analysis, staff recommends approval of the creation of a new "TH" Townhome zoning category and the required proposed revisions to the Unified Development Code. The P&Z Commissioners also voted unanimously (5-0) to approve this item at their meeting on July 30, 2020.

ATTACHMENTS

1.	O709_Creation of Townhome (TH) Zoning	O709_Creation of Townhome (TH) Zoning.pdf
2.	TownHome Zoning Presentation	TownHome Zoning Presentation.pdf

ORDINANCE NO. 709

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY ADDING A NEW “TH” TOWNHOME DISTRICT AND PROVIDING FOR NEW “TH” DISTRICT REGULATIONS BY CREATING A NEW SECTION 3.7 “TOWNHOME REGULATIONS”; AMENDING SECTION 2.2 “ZONING DISTRICTS”, SECTION 3.1 “PURPOSE”, TABLE 3.2 “SCHEDULE OF USES: AGRICULTURAL AND RESIDENTIAL DISTRICTS”, SECTION 10.9 “PRINCIPAL USE AND DWELLINGS”, SECTION 11.2 “ACCESSORY BUILDINGS”, SECTION 11.30 “RESIDENTIAL SALES”, SECTION 11.36 “SEXUALLY ORIENTED BUSINESSES”, SECTION 12.8 “REQUIRED OFF-STREET PARKING”, AND SECTION 13.6 “BUFFERING”; 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 Townhome 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 13, 2020, and the City Council of the City of Kennedale, Texas held a public hearing on August 18, 2020, 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.

Table 2.2 “Zoning Districts” of the Unified Development Code is hereby amended to read as follows:

Table 2.2 Zoning Districts		
Symbol	District Name	Article
Agricultural and Residential Districts		
AG	Agricultural District	Article 3
R-1	Single-Family Residential District	
R-2	Single-Family Residential District	
R-3	Single-Family Residential District	
R-4	Single-Family Residential District	
D	Two-Family Residential District	
MF	Multi-Family Residential District	
MH	Manufactured Home District	
TH	Townhome District	
Old Town Districts		
OT-1	Old Town Single-Family Residential District	Article 4
OT-2	Old Town Single-Family Residential and Retail Mixed-Use District	
OT-3	Old Town TownCenter District	
OT-4	Old Town Mixed-Use District	
Village Districts		
NV	Neighborhood Village District	Article 5
UV	Urban Village District	
Commercial and Industrial Districts		
C-0	Retail Commercial	Article 6
C-1	Restricted Commercial District	
C-2	General Commercial District	
I	Industrial District	
Employment Center Districts		
EC- 1	Employment Center Commercial	Article 7
EC- 2	Employment Center Office and Service	
EC- 3	Employment Center Residential	
Overlay Districts		
CCOD	Commercial Corridor Overlay District	Article 8
FOD	Floodplain Overlay District	
Planned Development District		
PD	Planned Development District	Article 9

SECTION 2.

Section 3.1 “Purpose” of the Unified Development Code is hereby amended by adding a new subsection 3.1.1. “Townhome District (TH)” to read as follows:

“1. *Townhome District (TH)*. The TH District is intended to require a high standard for townhome development by utilizing a form-based code similar to Village zoning.”

SECTION 3.

Table 3.2 "Schedule of Uses: Agricultural and Residential Districts" of the Unified Development Code is hereby amended by adding a column for TH District to read as follows:

Table 3.2 Schedule of Uses: Agricultural and Residential Districts	
Use	TH
Accessory Uses	
Accessory buildings	P
Garage sales	P
Holiday tree and firewood sales	
Home occupation	P
Outdoor display, accessory retail sales	
Outdoor display, temporary accessory retail sales	
Outdoor storage, commercial and industrial	
Residential sales	P
Solar energy equipment	P
Accommodations, Hospitality, Entertainment	
Banquet hall	
Bed and breakfast	
Hotel / motel	
Micro-brewery	
Micro-winery with vineyard	
Micro-winery without vineyard	
Private club	
Recreation facility, campground	
Recreation facility, commercial indoor	
Recreation facility, commercial indoor, amusement machine establishment	
Recreation facility, commercial indoor - pool or billiards hall	
Recreation facility, commercial indoor - gun shooting range	
Recreation facility, commercial indoor - paintball or other survival games	
Recreation facility, commercial outdoor	
Recreation facility, commercial outdoor - paintball or other survival games	
Recreation facility, community-based	S
Recreation facility, driving range	
Recreation facility, golf course	S
Recreation facility, recreational vehicle park	
Recreation facility, rodeo ground and arena	
Recreation facility, vehicular racing facility	
Restaurant	
Restaurant with drive-through	
Restaurant with micro-brewery or micro-winery	
Restaurant with outdoor dining or service	
Tavern	
Theater, movie, indoor	
Agricultural	
Agricultural operation or farm	

Agribusiness and feed store (without animal sales)	
Agribusiness and feed store (with animal sales)	
Agritourism	
Farmers market	
Greenhouse and nursery, commercial	
Keeping of animals, hobby farm	
Roadside (produce) stand	
Stables, private	
Stables, public/commercial	
Winery, with vineyard	
Industrial	
Impound vehicle storage facility	
Landfill	
Manufacturing, processing and packaging - light	
Manufacturing, processing and packaging - light, and associate retail sales	
Manufacturing, processing and packaging - heavy	
Mining and mineral extraction operation	
Outdoor storage, commercial and industrial	
Salvage operations	
Warehousing	
Wholesale and distribution	
Mini-warehouse / self-storage	
Winery, without vineyard	
Infrastructure, Transportation, Communications	
Airport	
Airstrip	
Bus terminal	
Essential services	P
Drilling and production of oil and gas	
Freight terminal, railroad	
Freight terminal, trucking	
Gathering and compression station	S
Helicopter landing pad	
Infrastructure and utilities- regional	S
Parking facility, public or commercial	
Satellite transmission antenna	S
Waste management facility	
Waste management facility - transfer station	
Wind energy turbine	
Wireless communication facility	S
Institutional / Civic	
Cemetery	S
Community oriented cultural facility	P
Community public safety - fire	P
Community public safety - police	S
Community public safety- prison or penitentiary	
Governmental facility	

Meeting facility	
Parks, playgrounds, outdoor recreation	P
Place of worship	P
School, college or university	S
School, elementary, middle, high school	P
School, nursery or kindergarten	S
School, specialized/training	
Offices and Services	
Animal services, animal clinic / hospital	
Animal services, commercial kennel	
Animal services, shelter or rescue	
Body branding, piercing and tattoo facility	
Child care center	
Crematorium	
General offices and services, alternative financial establishments	
General offices and services, bank / financial services	
General offices and services, bail bond establishment	
General offices and services - business services	
General offices and services - business support services	
General Offices & Services - Construction and Building Services, outdoor storage	
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	
Vehicle repair, minor	
Vehicle wash	
Vehicle wash, trucks and heavy equipment	
Residential	
Day care, child day care home	P
Day care, group home day care home	
Dwelling, attached accessory	S
Dwelling, detached accessory	S
Dwelling, multi-family	P
Dwelling, multi-family, upper floor	
Dwelling, single-family	P
Dwelling, single-family attached	P
Dwelling, two-family	P
Group housing, adult group home	
Group housing, boarding (rooming) house	

Group housing, convalescent or nursing home	
Group housing, fraternity or sorority home	
Group housing, halfway house	
Group housing, independent and assisted living	
Live-work unit	
Manufactured home community	
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	
General retail (outdoor)	
General retail, alcohol sales	
General retail (indoor) - auto parts	
General retail (indoor) - pawnshop	
General retail with a drive-through	
Liquefied petroleum gas (LPG) sales	
Service station	
Vehicle sales and rental: automobiles, light trucks, boats	
Vehicle sales and rental: heavy equipment / tools, heavy trucks, RVs, manufactured homes	
Other	
Similar uses	
Sexually oriented business	
Temporary construction office	
Temporary sales office	S
Temporary use - mobile food establishment	
Catering truck	
Ice cream truck	
Lunch truck	
Mobile food preparation truck	
Produce truck	
Temporary use - special function	

SECTION 4.

Article 3 "Agricultural and Residential Zoning Districts" of the Unified Development Code is hereby amended by adding a new Section 3.7 to read as follows:

3.7 Townhome Regulations

A. *Purpose.* To require a high standard for townhome development by utilizing 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.* Townhome 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 eaves, 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 exceeded.

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

d. No private 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 stories 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
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 of 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.

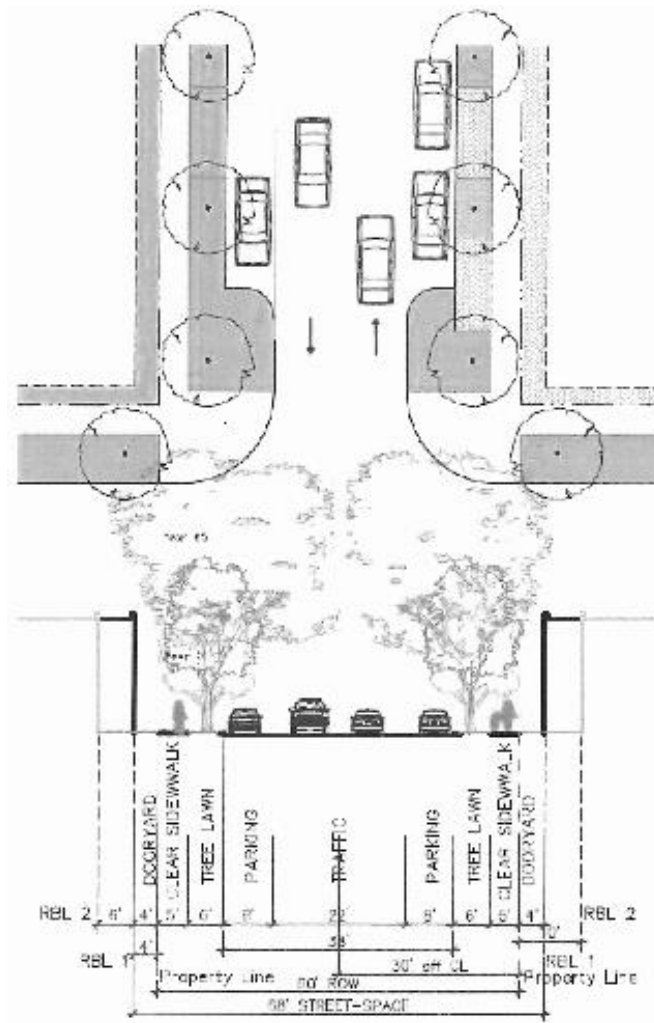
8. Loading Facilities. If provided, loading zones shall be located to the rear and/or alley side of buildings.

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: 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.

c. 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.



SECTION 5.

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, MH or TH District."

SECTION 6.

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, Old Town, and TH Districts."

SECTION 7.

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 of these items, shall be displayed on a lot at any one (1) time on a parcel in the R-3, R-4, MH and TH Zoning Districts.”

SECTION 8.

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, MH and TH);”

SECTION 9.

Section 12.8 “Required Off-Street Parking” of the Unified Development Code is hereby amended by adding a new Section 12.8.A.8. to read as follows:

“8. TH District. Parking spaces must be enclosed or covered and in compliance with Section 3.7 of this Code.”

SECTION 10.

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, and TH (non-agricultural and residential)	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 11.

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 12.

It is hereby declared to be the intention of the City Council that in the event 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 13.

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 14.

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 or land use 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 15.

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 16.

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 OFF THE CITY OF KENNEDALE, TEXAS, THIS THE 18TH DAY OF AUGUST, 2020.

APPROVED:

MAYOR, BRIAN JOHNSON

ATTEST:

CITY SECRETARY, LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, DREW LARKIN



Potential TH Zoning Category

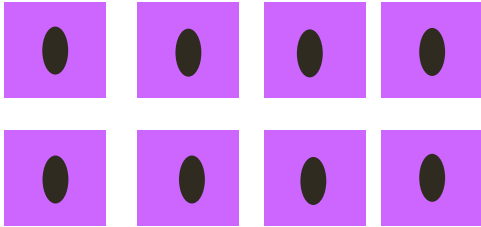
Presented to the Planning and Zoning Commission on July 30, 2020

Presented to the City Council on August 18, 2020

Purpose

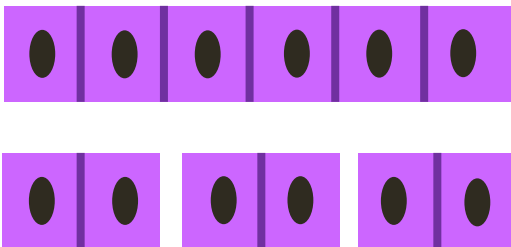
- Offer zoning category specific to townhome development
- Provide high quality housing with an urban, walkable character
- Encourage a variety of quality housing options for Kennedale residents
- Increase tax base by development of vacant property not suitable for single family
- Enhance viability for retail development
- Respond to housing market/demand

Housing Types



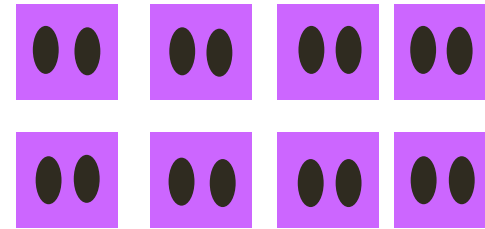
Single Family

One owner for each building



Townhomes

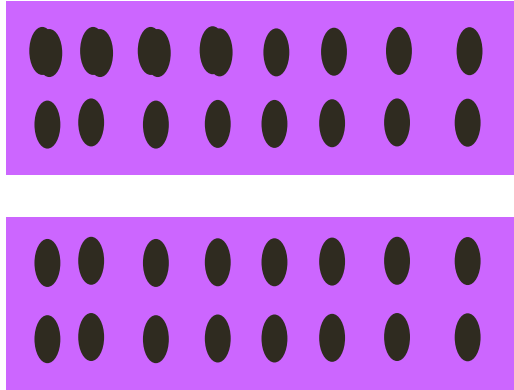
One owner for each unit, HOA maintains grounds



Duplex

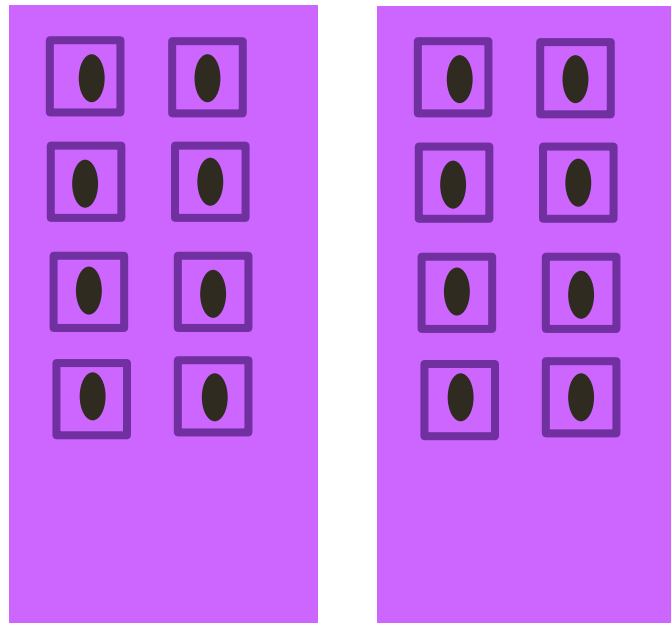
One owner for each building, each building has two units

Housing Types



Apartments

One owner
owns/maintains
buildings/grounds



Condominiums

Individually owned units, HOA
owns and maintains
building/grounds

Townhomes being built in response to market demand



Hurst



Saginaw



Fort Worth

Kennedale Square



Kennedale

Proposed TH Regulations

Building Form

- Lots have a street or public space frontage
- Primary structures street oriented
- A range of forms and frontages are allowed



Roanoke

Proposed TH Regulations Building Form

- Up to 3 stories
- Maximum setback 30'
- Buildings within 30 feet of a block corner
- Fenestration (doors/windows) required

Arlington



Proposed TH Regulations

Street Connectivity

- No block face with a length greater than 300 feet without an alley, common drive, pedestrian pathway providing through-access



Parking

- Make use of on-street and structures where possible
- No parking between building façade and back of curb
- All off-street parking behind parking setback line, screened from public view
- All developments provide bicycle parking



Fort Worth

Streets



MEETING DATE: AUGUST 18, 2020

AGENDA ITEM NUMBER: PURSUANT TO EXECUTIVE SESSION ITEM IV.H.1.

SUBJECT

Take any action deemed necessary as a result of the Executive Session

ORIGINATED BY

George Campbell, City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS