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KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING VIA VIDEOCONFERENCE
JANUARY 19, 2021 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 information provided above. 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, 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 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. 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. WORK SESSION

A. WORK SESSION REPORTS

1. Continue conducting interviews of applicants for various advisory boards and commissions, if needed
2. Review of applicants, discussion of the board appointment process, and/or discussion of potential appointments to the Board of Adjustment/Building Board of Appeals, Keep Kennedale Beautiful Commission, Kennedale Economic Development Corporation, Parks and Recreation Board, Planning and Zoning Commission, Library Advisory Board, Utility and Infrastructure Board, TownCenter Development District, and the Tax Increment Reinvestment Zone

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

III. EXECUTIVE SESSION

The City Council reserves the right to meet in Executive Session at any time during this meeting 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 or legal issues regarding the Open Meetings Act

1. Performance Agreements and Contracts of Sale regarding 600 W. Kennedale Parkway and 6820 Oak Crest Drive
2. Possession and Use Agreement and Sale of 6713 Oak Crest Drive West

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

1. Performance Agreements and Contracts of Sale regarding 600 W. Kennedale Parkway and 6820 Oak Crest Drive
2. Possession and Use Agreement and Sale of 6713 Oak Crest Drive West

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

1. Performance Agreements and Contracts of Sale regarding 600 W. Kennedale Parkway and 6820 Oak Crest Drive

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

1. Updates from the City Council
2. Updates from the Mayor
3. Updates from the City Manager
4. Financial Reports for the City and the EDC

E. CONSENT AGENDA
These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. Approval of the minutes from the December 15, 2020 regular meeting
2. Approval of the minutes from the January 5, 2021 special meeting
3. Approval of a Resolution 579 calling the General Election for Saturday, May 1, 2021
4. Receive the 2020 Racial Profiling Report from the Police Department
5. Authorize City Manager to negotiate, finalize, and execute a Possession and Use Agreement and other documents to effectuate a sale of a portion of 6713 Oak Crest Drive West to the State of Texas

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of a Performance Agreement and Contract of Sale related to the property located at 600 W. Kennedale Parkway, and authorize the City Manager to execute the agreements
2. Consider approval of a Performance Agreement and Contract of Sale related to the property located at 6820 Oak Crest Drive, and authorize the City Manager to execute the agreements
3. Consider making appointments to the Board of Adjustment/Building Board of Appeals, Keep Kennedale Beautiful Commission, Kennedale Economic Development Corporation, Parks and Recreation Board, Planning and Zoning Commission, Library Advisory Board, Utility and Infrastructure Board, TownCenter Development District, and the Tax Increment Reinvestment Zone
4. Consider appointment of a Chair and Vice Chair of the Board of Adjustment (BOA) and Building Board of Appeals (BBA), pursuant to Ordinance 529, Section 1(c)(1)
5. Consider appointment of a Chair and Vice Chair of the Planning and Zoning Commission (P&Z), pursuant to Section 29.3.C.1 of the Unified Development Code (UDC)
6. Consider appointment of a Chair of the Tax Increment Reinvestment Zone Board (TIRZ) #1 Board of Directors, pursuant to Ordinance 506, Section 3

G. PUBLIC HEARINGS

1. **CASE #PZ 21-01** — Conduct a public hearing and consider Ordinance 721, regarding a request by John F. Goss for a rezoning from "OT-4" Old Town-4 to "OT-2" Old Town-2 for approximately 1-acre located at 443 True Gunn Road, #A and B, and 445 True Gunn Road, Carol Heights Addition, Lots 5R, 6R and 7R, City of Kennedale, Tarrant County, Texas
2. **CASE #PZ 21-02** — Conduct a public hearing and consider an Ordinance 722, regarding a request by the Economic Development Corporation for a rezoning from "R3" Residential to "NV" Neighborhood Village for approximately 0.42 acre located at 6820 Oak Crest Dr. W, Oak Crest Addition, Lot 31, Block 1, City of Kennedale, Tarrant County, Texas

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

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 JANUARY 19, 2021 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

Leslie E. Galloway

LESLIE E. GALLOWAY, CITY SECRETARY

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

CREATED 7/31/2020 10:52 AM

POSTED ___________ (DATE) ___________ (TIME)

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Continue conducting interviews of applicants for various advisory boards and commissions, if needed

ORIGINATED BY
Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY
Interviews of applicants for the various advisory boards and commissions were held during a special meeting on Tuesday, January 5, 2021, at 5:00 p.m. At this time, the Council may conduct additional interviews, if needed.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.2.

SUBJECT
Review of applicants, discussion of the board appointment process, and/or discussion of potential appointments to the Board of Adjustment/Building Board of Appeals, Keep Kennedale Beautiful Commission, Kennedale Economic Development Corporation, Parks and Recreation Board, Planning and Zoning Commission, Library Advisory Board, Utility and Infrastructure Board, TownCenter Development District, and the Tax Increment Reinvestment Zone

ORIGINATED BY
George Campbell, City Manager

SUMMARY
At this time, the Council may discuss applications received, the board appointment process, and/or potential appointments to various Advisory Boards and Commissions. The attached document is an updated board roster that includes notes regarding which applicants have not been interviewed. It also shows a vacancy for Place 1 on the EDC Board (following the resignation of Johnny Trevino).

If the Council wishes to reference the interviews, the January 5 meeting video is available at www.cityofkennedale.com/videos.

RECOMMENDATION

ATTACHMENTS

1.	01. Membership Summary 2021_01-15	01. Membership Summary 2021_01-15.pdf

Boards, Councils, and Commissions that are Advisory to Council

ADVISORY BOARDS

These boards provide feedback, updates, and recommendations to Council on projects, actions, and other relevant topics:

- Keep Kennedale Beautiful Commission (KKB)
- Parks and Recreation Board
- Planning and Zoning Commission (P&Z)
- Utility and Infrastructure Board
- Youth Advisory Council (YAC) (YAC is appointed in the spring)

Advisory to staff only, but appointed by Council:

- Library Advisory Board

QUASI-JUDICIAL

These boards enforce public policy and issue legally-binding decisions based on their authority under state law:

- Board of Adjustment (BOA)
- Building Board of Appeals (BBA)

*While these are, indeed, two separate boards, for the purposes of the City of Kennedale, all BOA members shall automatically serve as members of BBA as well.

SEPARATE ENTITY BOARDS

These boards oversee an affiliate organization that is a separate legal entity from the City:

- Kennedale Economic Development Corporation (EDC or KEDC) Board
- TownCenter Development District Board (TDD) (Municipal Management District)
- Tax Increment Reinvestment Zone (TIRZ) Board of Directors

ELIGIBILITY REQUIREMENTS

- 1+ year of residency (and continued residency for the entirety of service)
- Registered to vote in the City of Kennedale
- No felony convictions
- Ability to effectively communicate with public, board members, Council, and staff

Members serve two-year terms (no term limits). Even-numbered places are reappointed in even years; odd-numbered places in odd years.

cityofkennedale.com/boards

Mayor and Council,

The purpose of this document is to inform you of what places on each board will be up for consideration. Terms on our Advisory Boards are two years in length, with half of the members coming up for reappointment each year, and no term limits. Even places expire this fall, and appointments are typically made by Council at the October Regular Meeting. However, this year, we held off until following the election so that any newly-elected members of the Council could be a part of the process.

In this document, you will find a listing of current board members and notes about the responsibilities, relevant bylaws, or unique characteristics of each board. You can read more about the boards at cityofkennedale.com/boards.

Staff will, during the November 17 Work Session, offer the Council a draft calendar regarding proposed dates in the appointment process. We will continue to compile all applications received and would expect to present them for Council's discussion during the December meeting. Input from each of you regarding length of application period and/or ways to facilitate this process is, as always, appreciated.

Places that are expiring, vacant, or are being vacated by a member's choice are shaded orange.

Vacancies can be filled by incumbents, new applicants, or other persons recommended by Councilmembers.

Leslie E. Galloway

Leslie E. Galloway
City Secretary & Communications Coordinator
lgalloway@cityofkennedale.com
817-985-2104 office
682-215-6164 cell

The City of Kennedale maintains several advisory boards and commissions that are composed of qualified, engaged residents who are relied upon to provide their unique perspectives, insights, experiences, and expertise. These boards augment the knowledge and perspectives of elected officials and staff, making their contributions invaluable to the process of establishing workable, responsive, and effective governance.

Most boards serve in an advisory capacity, working alongside staff to formulate knowledgeable policy recommendations for consideration by the Council. Other boards serve in a quasi-judicial fashion, with the power to make official decisions and rulings. Board members receive a nominal fee of $1.00 per meeting attended.

TYPICAL DUTIES

- Proactively solicit resident input in the development of policy
- Influence the development of a "pride of place" in Kennedale
- Recommend and periodically update long-range plans
- Maintain active and positive relationships with community organizations
- Coordinate activities and/or events with other boards or staff

EXPECTATIONS OF MEMBERS

- Understand the role and scope of board members' responsibilities
- Be informed of the individual board's purpose and of its operating procedures
- Perform functions in the best interest of the residents as a whole, never self-interest or special interest group(s)
- Serve as liaison between city government and residents, aiming to reconcile opposing viewpoints and build consensus around goals and objectives
- Refrain from presenting personal views as those of the board or commission as a whole
- Review agendas and their corresponding packets prior to meetings to make the best use of limited board time
- Avoid all legal impropriety — even the appearance of impropriety — in the performance of public duties

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We've been advertising for Board and Commission applicants. If you know of anyone in the community who might be interested, here are the links:

- Facebook Post: https://www.facebook.com/kennedale/posts/3803062313038912
- Twitter Post: https://twitter.com/CityofKennedale/status/1324066198112403456
- Nextdoor Post: https://nextdoor.com/city/feed/?post=166945355
- Information on these Boards: www.cityofkennedale.com/boards
- Direct link to the Application: www.cityofkennedale.com/boardapp

BOA/BBA | Board of Adjustment/Building Board of Appeals (Quasi-Judicial)

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

NOTE: While these are, indeed, two separate boards, all BOA members automatically serve as members of the BBA as well.

PLACE	CURRENT MEMBER	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Azam Shaikh	2021	
2	**Jeff Nevarez, Chair**	2020	*Application Received.*
3	Kelli Rod	2021	
4	**Martin Young, Vice Chair** [DOES NOT WISH TO CONTINUE SERVICE]	2020	
5	Lana Sather	2021	
6	**Jeremy Johnson, Alternate**	2020	*Application Received.*
7	Jessica Virnoche, Alternate	2021	
8	**Thelma Kobeck, Alternate**	2020	*Application Received.*
9	Patrick Vader, Alternate	2021	

NEW APPLICANTS: Perry Clementi, Julie Jacobson, Myron Jones, Andrew Malkowski

POWERS AND DUTIES

The BOA hears resident requested appeals regarding decisions made by staff in their interpretation of the city's planning and zoning ordinances, hears appeals on zoning boundary disputes, issues decisions on nonconforming uses, and makes decisions on when to allow variances to the development regulations. In order to meet these responsibilities, board members must develop expertise in the formation and/or enforcement of ordinances.

The BBA hears appeals on alleged errors in staff decisions, enforces provisions of the Substandard Building Ordinance, and carries out the functions established by that ordinance to abate substandard buildings. In order to meet these responsibilities, members are expected to have some experience in the various fields of building construction and building standards, including building construction, mechanical design, plumbing systems, or electrical systems.

ESTABLISHING AND GOVERNING DOCUMENTS

BOA: *Authorized by State Law and Section 8.03 of the Charter; Created by Ordinance 63-10 (1963); Amended via Ordinance 90-03 (1990), Ordinance 479 (2011), Ordinance 529 (2013), Ordinance 531 (2013); Quorum= 4; See Section 29.5 (page 29-5) of the Unified Development Code (UDC).* ***Council appoints the Chair and Vice Chair.;*** ***BBA:*** *Authority and actions discussed in Sections 15-52, 15-53, and 15-54 of the Code. Created by Ordinance 86 (1995); Amended via Ordinance 479 (2011), Ordinance 531 (2013); Quorum= 4.;*

BOA/BBA www.cityofkennedale.com/boa 6:00 p.m., second Tuesdays (if there are cases to be heard)

FY2019-20 | OCTOBER 1, 2019 - SEPTEMBER 30, 2020

PLACE	Month / Date	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	PRESENT	ABSENT	%	# Meetings
		8	-	-	-	11	-	-	-	23	-	11	8	<< * Denotes a Special Meeting			
1	Azam Shaikh	P	X	X	X	A	X	X	X	P	X	P	P	4	1	80%	5
2	Jeff Nevarez, Chair	P	X	X	X	P	X	X	X	P	X	P	P	5	0	100%	5
3	Kelli Rod	P	X	X	X	P	X	X	X	P	X	P	P	5	0	100%	5
4	Martin Young, Vice Chair	P	X	X	X	P	X	X	X	P	X	P	P	5	0	100%	5
5	Lana Sather	P	X	X	X	P	X	X	X	A	X	P	P	4	1	80%	5
6A	Jeremy Johnston, Alternate	P	X	X	X	A	X	X	X	A	X	A	A	1	4	20%	5
7A	Jessica Virnoche, Alternate	A	X	X	X	A	X	X	X	A	X	A	A	0	5	0%	5
8A	Thelma Kobeck, Alternate	A	X	X	X	P	X	X	X	P	X	P	P	4	1	80%	5
9A	Patrick Vader, Alternate	A	X	X	X	A	X	X	X	P	X	P	A	2	3	40%	5

Staff Liaison(s) *Melissa Dailey, Director of Planning and Economic Development*

Secretary *Lindy Middleton, Permits Clerk*

EDC | Economic Development Corporation (Separate Entity)

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

PLACE	CURRENT MEMBER	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Johnny Trevino, Vice President **[RESIGNED]**	2021	
2	**Cesar Guerra** **[HAS NOT YET REAPPLIED]**	2020	
3	Andrew Schaffer	2021	
4	**Darold Tippey**	2020	*Application Received.*
5	Mayor Pro Tem Sandra Lee **[RESIGNED]**	2021	
6	**Mark Yeary, President**	2020	*Application Received.*
7	April Coltharp	2021	

NEW APPLICANTS: Alex Daniels, Julie Jacobson, Myron Jones, Andrew Malkowski, Marcel Terry, Bobby Goff (did not interview, ~~Mark Green~~ (*lives in unincorporated Tarrant County and would not be eligible*)

POWERS AND DUTIES

The EDC is responsible for the development and implementation of a comprehensive economic development plan. Responsibilities include (but are not limited to) industrial, retail, tourism, and commercial development for the City, including proactively soliciting businesses, organizational, and resident input in the development of Kennedale and ensure the coordination of economic development activities with the Kennedale Chamber of Commerce, Dallas Chamber of Commerce, and other regional and state economic development related entities. Members of the EDC may have additional time commitments, including time spent visually inspecting sites under consideration for funding assistance, participation in trade shows, and attendance at training related to 4A and 4B sales tax cities.

ESTABLISHING AND GOVERNING DOCUMENTS

At a Special Election on August 10, 1996, voters approved a 4B sales tax of 0.5% of collected sales and use taxes to fund economic development. This tax is levied pursuant to Ordinance 110 (1996) to fund activities of the EDC. The EDC was created by Resolution 62 (1996); Quorum = simple majority (currently 4). The EDC operates under Articles of Incorporation and Bylaws (on file with the City Secretary). The Bylaws have been amended twice (via Resolution 68 (1997); and Resolution 244 (2008)). A Certificate of Incorporation was issued by the Secretary of the State of Texas on December 2, 1996. Membership elects the President and Vice President.

EDC www.cityofkennedale.com/edc 7:00 p.m., fourth Tuesdays

FY2019-20 | OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	Month	OCT	NOV	JAN	JAN	FEB	FEB	MAR	APR	MAY	JUN	AUG	SEPT	Attendance Summary PRESENT	ABSENT	%	# Meetings
PLACE	Date	22	18	7*	28	12*	26	24	13		23	4	22	<< * Denotes a Special Meeting			
1	**Johnny Trevino, Vice President**	C	A	P	P	P	C	C	P	C	P	A	C	5	2	71%	7
2	Cesar Guerra	C	P	P	P	A	C	C	P	C	P	P	C	6	1	86%	7
3	Andrew Schaffer	C	P	P	P	P	C	C	P	C	A	P	C	6	1	86%	7
4	Darold Tippey	C	A	P	P	P	C	C	P	C	P	P	C	6	1	86%	7
5	Sandra Lee, Mayor Pro-Tem	C	P	P	P	P	C	C	P	C	P	P	C	7	0	100%	7
6	**Mark Yeary, President**	C	P	P	P	P	C	C	P	C	P	P	C	7	0	100%	7
7	April Coltharp	C	P	P	P	P	C	C	P	C	P	A	C	6	1	86%	7

Staff Liaison(s)	*George Campbell, City Manager*
	Melissa Dailey, Director of Planning and Economic Development
Secretary	*Rosie Ericson Administrative Assistant*

KKB | Keep Kennedale Beautiful

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

NOTE: Up to 3 places may be filled by those demonstrating a strong commitment to KKB's mission, **regardless of residency**.

PLACE	CURRENT MEMBER	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Cesar Guerra	2021	
2	**Darlene Winters** [NOT REAPPLYING]	2020	
3	VACANT	2021	
4	**Lauren Warn** [NOT REAPPLYING]	2020	
5	Wilda Turner	2021	
6	**Kenneth Michels, Vice Chair**	2020	*Application Received.*
7	Linda Miller	2021	
8	**Laurie Sanders, Chair**	2020	*Application Received.*
9	Heather Hicks [NO ATTENDANCE]	2021	

NEW APPLICANTS: Kimberly Courtney, Mark Green (*lives in unincorporated Tarrant County, but WOULD* be eligible for this board*), Joann Huckabee, Julie Jacobson, Andrew Malkowski, Bobby Goff (did not interview), and Kimberly Kincaid-Smith (did not interview)

POWERS AND DUTIES

KKB engages residents and businesses to take greater responsibility for improving the community's appearance and environment. They also develop and coordinate beautification-related programming, outreach, and events, and serve as the Tree Board (pursuant to Ordinance 484) and Tree City USA liaison. In order to accomplish these duties, this board may establish subcommittees, as necessary, whose membership shall be chosen by the members of the KKB.

ESTABLISHING AND GOVERNING DOCUMENTS

Established via Ordinance 438 (2009); Amended via Ordinance 479 (2011), Ordinance 485 (2011), Ordinance 525 (2013), Ordinance 531 (2013), Ordinance 551 (2014); See Section 16-95 to 16-98 of the Code. Membership elected chair and vice chair. *Up to three (3) places on the Commission may be filled by individuals who demonstrate a strong commitment to the mission of the Commission, regardless of residency.

KKB www.cityofkennedale.com/kkb 6:00 p.m., second Tuesdays

FY2019-20 | OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	Month	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Attendance Summary PRESENT	ABSENT	%	# Meetings
PLACE	Date	8	12	11	14	11	10	14	12	9	14	11	8	<< * Denotes a Special Meeting			
1	Cesar Guerra	A	A	C	P	P	P	C	C	C	C	C	C	3	2	60%	5
2	Darlene Winters	P	P	C	P	P	P	C	C	C	C	C	C	5	0	100%	5
3	Jessica Virnoche	A	A	C	RESIGNED									0	2	0%	2
4	Lauren Warn	P	A	C	A	P	A	C	C	C	C	C	C	2	3	40%	5
5	Wilda Turner	P	P	C	P	P	A	C	C	C	C	C	C	4	1	80%	5
6	**Kenneth Michels. Vice Chair**	P	P	C	P	P	P	C	C	C	C	C	C	5	0	100%	5
7	Linda Miller	A	P	C	A	A	A	C	C	C	C	C	C	1	4	20%	5
8	**Laurie Sanders, Chair**	P	P	C	P	P	P	C	C	C	C	C	C	5	0	100%	5
9	Heather Hicks	A	A	C	A	A	A	C	C	C	C	C	C	0	5	0%	5

Staff Liaison(s) *Larry Hoover, Public Works Superintendent*

Secretary *Mary Goza, Public Works Administrative Assistant*

LAB | Library Advisory Board (Advisory to Staff Only)

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Susan Dalrymple	2021	
2	**Josh Virnoche** [DID NOT REAPPLY]	2020	*Wishes to continue service.*
3	**VACANT**	2021	
4	**Troy Brannon** [DID NOT REAPPLY]	2020	*Wishes to continue service.*
5	**VACANT**	2021	

NEW APPLICANTS: Julie Jacobson, Andrew Malkowski, Bobby Goff (did not interview)

POWERS AND DUTIES

LAB advises and formulates recommendations to city staff for all facets of library operations and planning. These responsibilities include but are not limited to the development of the library, library programs, literacy programs, community events, and maintaining relationships with regional library partners and private groups. This board typically meets quarterly, but times and dates vary. The last meeting was December 12, 2018.

ESTABLISHING AND GOVERNING DOCUMENTS

Established via Ordinance 149 (1998); Amended via Ordinance 524 (2013, Ordinance 531 (2013)); See Section 16-60 to 16-63 of the Code. Chair and Vice Chair elected by membership by November, annually (for one-year terms).

Staff Liaison(s)	*Amanda King, Library Director*
Secretary	*Amanda King, Library Director*

PRB | Parks & Recreation Board

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	**VACANT**	2021	
2	**Jeff Nevarez, Vice Chair**	2020	*Application received.*
3	Kenneth Michels	2021	
4	**Gary Swan**	2020	*Application Received.*
5	**VACANT**	2021	
6	**Jeremy Johnston**	2020	*Application received.*
7	Ann Beck	2021	
8	**VACANT, Alternate**	2020	
9	**David Green, Alternate** [NO ATTENDANCE]	2021	

NEW APPLICANTS: Corey Hines, Joann Huckabee, Julie Jacobson, Andrew Malkowski, Bobby Goff (did not interview), ~~Mark Green~~ (lives in unincorporated Tarrant County and would not be eligible)

POWERS AND DUTIES

Advises and formulates recommendations to Council for the use, improvement, and growth of parks and recreation activities and community events in Kennedale. This includes (but is not limited to) park planning, grant acquisition, rules, regulations fees, park and open space beautification, maintenance, and expansion, and development and implementation of events. In order to accomplish these duties, this board may establish subcommittees, as necessary, whose membership shall be chose by the members of Parks Board.

ESTABLISHING AND GOVERNING DOCUMENTS

Authorized by Section 8.04 of the Charter; Established via Ordinance 77-2 (1977); Amended via Ordinance 48 (1994), Ordinance 396 (2008), Ordinance 438 (2009), Ordinance 479 (2011), Ordinance 523 (2013), Ordinance 531 (2013), Ordinance 556 (2014), Ordinance 610 (2016), Ordinance 634 (2017), Ordinance 676 (2019); See Section 16-10 to 13 of the Code. Membership elects Chair and Vice Chair. Quorum = 4.

PARKS www.cityofkennedale.com/prb 7:00 p.m., first Wednesdays

FY2019-20 | OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	Month	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Attendance Summary: PRESENT	ABSENT	%	# Meetings
PLACE	Date	25-Sep	6	4	8	5	4	1	6	3	1	5	2	<< * Denotes a Special Meeting			
1	**David Deaver, Chair**	P	P	A	A	C	A	C	C	C	C	C	C	2	3	40%	5
2	**Jeff Nevarez, Vice Chair**	P	P	P	A	C	P	C	C	C	C	C	C	4	1	80%	5
3	Kenneth Michels	P	P	P	P	C	P	C	C	C	C	C	C	5	0	100%	5
4	Gary Swan	P	A	P	A	C	P	C	C	C	C	C	C	3	2	60%	5
5	Phil Wallace	A	P	P	P	C	P	C	C	C	C	C	C	4	1	80%	5
6	Jeremy Johnston	P	P	P	P	C	A	C	C	C	C	C	C	4	1	80%	5
7	Ann Beck	P	P	A	P	C	P	C	C	C	C	C	C	4	1	80%	5
8*	*VACANT, Alternate*													0	0	0%	0
9*	*David Green, Alternate*	A	A	A	A	C	A	C	C	C	C	C	C	0	5	0%	5

Staff Liaison(s) *Larry Hoover, Public Works Superintendent*

Secretary *Mary Goza, Public Works Administrative Assistant*

P&Z | Planning & Zoning Commission

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Greg Adams	2021	
2	**Martha Dibella, Chair**	2020	*Application Received.*
3	Austin Degenhart	2021	
4	**Kayla Hughes**	2020	*Application Received.*
5	**VACANT**	2021	
6	**Billy Don Gilley** **[DID NOT REAPPLY]**	2020	
7	Mark Perkins	2021	
8	**Brent Jones, Alternate**	2020	*Application Received.*
9	Perry Clementi, Alternate	2021	

NEW APPLICANTS: Alex Daniels, Julie Jacobson, Myron Jones, Andrew Malkowski, Chad McConnell, Derrick Rubin, Marcel Terry, ~~Mark Green~~ (lives in unincorporated Tarrant County and would not be eligible)

POWERS AND DUTIES

The Planning and Zoning Commission advises and formulates recommendations to Council for the development of land in the city, with regard to changes in zoning districts, approval of plats, and other applicable policy areas. Areas of responsibility include, but are not limited to, the development and advancement of city facilities, layouts, and appearances, active awareness of land use and development of land bordering the city, consultation with private property owners pertaining to location and erection of private structures and zoning to ensure compliance with the comprehensive plan, planning for streets and routes of transportation, approving or rejecting plans, plats or re-plats of additions, holding appropriate public hearings, establishment of zoning, promoting health and safety, and generally making recommendations to Council regarding the above topics. Members of the Planning & Zoning Commission may have additional time commitments, including time spent visually inspecting sites.

ESTABLISHING AND GOVERNING DOCUMENTS

Authorized by Local Government Code Chapter 211 and Section 8.02 of the Charter. See Section 29.3 (page 29-2) of the Unified Development Code (UDC). **Council appoints the Chair and Vice Chair.**

P&Z www.cityofkennedale.com/pz 6:00 p.m., second Thursdays

FY2019-20 | OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	Month	OCT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Attendance Summary: PRESENT	ABSENT	%	# Meetings
PLACE	Date	10*	17	7	2	16	-	-	-	21	-	16	13	10	<< * Denotes a Special Meeting			
1	Greg Adams (05.21.19)	A	A	A	P	A	X	X	X	P	X	P	P	P	5	3	63%	8
2	**Martha Dibella, Chair (05.21.19)**	P	P	P	P	P	X	X	X	P	X	P	P	P	8	0	100%	8
3	Austin Degenhart (09.13.19)	P	P	P	P	A	X	X	X	P	X	P	P	P	7	1	88%	8
4	Kayla Hughes	P	P	P	P	P	X	X	X	P	X	P	P	P	8	0	100%	8
5	David Green, (09.13.19)	A	A	A	P	P	X	X	X	P	X	A	A	A	3	5	38%	8
6	Billy Don Gilley	P	P	P	P	P	X	X	X	A	X	A	A	A	4	4	50%	8
7	Mark Perkins (09.13.19)	P	P	P	P	A	X	X	X	P	X	P	P	P	7	1	88%	8
8A	*Brent Jones, Alternate*	*A*	*P*	*P*	*P*	*A*	*X*	*X*	*X*	*P*	*X*	*A*	*P*	*A*	5	3	63%	8
9A	*Perry Clementi, Alternate (09.13.19)*	*P*	*P*	*P*	*P*	*P*	*X*	*X*	*X*	*A*	*X*	*A*	*P*	*A*	5	3	63%	8

Staff Liaison(s) *Melissa Dailey, Director of Planning and Economic Development*

Secretary *Lindy Middleton, Permits Clerk*

UPDATED 01.15.2020

TIRZ | Tax Increment Reinvestment Zone Board (Separate Entity)

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

NOTE: Each taxing unit other than the City that levies taxes on real property in the TIRZ may, but is not required to, appoint one member to the Board of Directors; After each taxing unit other than the City designates either the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint, Council shall appoint whatever number of members are necessary to fill the remaining positions. Council designates the Chair; the board designates the Vice Chair.

<table>
<tr><th>PLACE</th><th>CURRENT MEMBERSHIP</th><th>TERM END</th><th>NOTES AND/OR NOMINATION FOR THIS PLACE</th></tr>
<tr><td>1</td><td>Darold Tippey</td><td>2021</td><td></td></tr>
<tr><td>2</td><td>VACANT</td><td>2020</td><td></td></tr>
<tr><td>3</td><td>Chris Pugh</td><td>2021</td><td></td></tr>
<tr><td>4</td><td>Mayor Pro Tem Chad Wandel</td><td>2020</td><td>Wishes to continue service.</td></tr>
<tr><td>5</td><td>Devan Allen*
(Tarrant County)
[CONTINUED SERVICE CONFIRMED]</td><td rowspan="3">Staff will contact the current members to determine if they will continue service or if another representative will take their place.</td><td>Tarrant County Precinct 2 Commissioner</td></tr>
<tr><td>6</td><td>Jill "J.R." Labbe*
(TC Hospital District)
[CONTINUED SERVICE CONFIRMED]</td><td>Vice President, Communications & Community Affairs for JPS Health Network</td></tr>
<tr><td>7</td><td>Dr. Eugene Giovannini,
Proxy: Susan Alanis*
(Tarrant County College)
[CONTINUED SERVICE CONFIRMED]</td><td>Tarrant County College Chancellor
Proxy: Chief Operating Officer</td></tr>
</table>

** Member appointed by a participating taxing unit*

NEW APPLICANTS: Joann Huckabee, Julie Jacobson, Andrew Malkowski

POWERS AND DUTIES

Tax Increment Reinvestment Zones (TIRZ) are special zones created to attract investment in an area. These zones help finance costs of redevelopment and promote growth in areas that would otherwise not attract sufficient market development in a timely manner. Taxes attributable to new improvements (tax increments) are set-aside in a fund to finance public improvements within the boundaries of the zone.

The TIRZ Board makes recommendations to Council concerning the administration, management, and operation of the TIRZ (#1: New Hope Road). The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit such plans to the Council for its approval. The board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. The board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the zone's project plan and financing plan.

This board typically meets once, annually. The last meeting was November 2, 2018.

ESTABLISHING AND GOVERNING DOCUMENTS

Created via Ordinance 506 (2012); No quorum specified; assumed to be a simple majority (currently 4 members).

Staff Liaison(s)	*George Campbell, City Manager*
Secretary	*Rosie Ericson, Administrative Assistant*

TDD | TownCenter Development District (Separate Entity) Board of Directors

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

NOTE: Membership on this board is based on membership on other boards as follows:

- Place 1: EDC President (CHAIR)
- Place 2: EDC Board Member
- Place 3: Mayor (VICE CHAIR)
- Place 4: City Councilmember
- Place 5: City Councilmember

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	EDC President Mark Yeary, Chair (Automatically filled by EDC President)	2021	EDC President
2	**EDC Member April Coltharp** (Must be filled by an EDC Member)	2020	EDC Member
3	Mayor Brian Johnson, Vice Chair (Automatically filled by Mayor)	2021	Mayor
4	**VACANT** (Must be filled by a Council Member)	2020	Council
5	Council Member Linda Rhodes (Must be filled by a Council Member)	2021	Council
-	NON-VOTING Staff to Serve as Ex Officio (Advisory) Director	SEE NOTE**	

NEW APPLICANTS: Julie Jacobson, Andrew Malkowski,
~~Mark Green~~ (lives in unincorporated Tarrant County and would not be eligible)

POWERS AND DUTIES

The TDD functions as the oversight board for the Kennedale Municipal Management District (MMD) created in 2009 by the Texas State Legislature to assist in the development of the Kennedale TownCenter. The terms (MMD and TDD) are used interchangeably. This board typically meets once, annually. The last meeting was October 15, 2018.

ESTABLISHING AND GOVERNING DOCUMENTS

On January 8, 2009, the City Council approved submission, by the EDC, of state legislation to create a Municipal Management District (MMD). The EDC adopted a supporting Resolution on January 20, 2009. HB No. 1300, authorizing this MMD, was passed by the Texas House on April 9, 2009; and by the Senate on May 14, 2009. No quorum specified; assumed to be a simple majority (currently 3 members).

***Per HB1300, the Council may, if desired, appoint one non-voting member to serve for a term prescribed by the governing body. This nonvoting member must be an employee of the City and shall serve as an ex officio member in an advisory capacity to provide assistance on matters in the district that involve the City.*

Staff Liaison(s)	*George Campbell, City Manager*
Secretary	*Rosie Ericson, Administrative Assistant*

UIB | Utility & Infrastructure Board

ORANGE = VACANT; EXPIRING; MEMBER DOES NOT WISH TO CONTINUE; OR HAS MINIMAL/NO ATTENDANCE

NOTE: Membership on this board is based on membership on other boards as follows:
Places 1-2: P&Z Commissioner; 3-4: Parks Board Member; 5-6: EDC Member; and Places 7-9: any resident.

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	P&Z Commissioner Austin Degenhart	2021	P&Z
2	**P&Z Chair** **Martha Dibella**	2020	P&Z
3	Parks Board Vice Chair Jeff Nevarez	2021	PARKS
4	**Parks Board Member** **Kenneth Michels**	2020	*Application Received.* PARKS
5	EDC Board Member Darold Tippey	2021	EDC
6	**EDC Board Member** **Andrew Schaffer**	2020	*Wishes to continue serving.* EDC
7	Jeff Gregory	2021	
8	**Parks Board Member** **David Green, Alternate**	2020	
9	EDC Board Member Johnny Trevino, Alternate	2021	

NEW APPLICANTS: Julie Jacobson, Andrew Malkowski,
~~Mark Green~~ (lives in unincorporated Tarrant County and would not be eligible)

POWERS AND DUTIES

This board only meets at the request/direction of the Council. The last meeting was March 12, 2019. The board is advisory only (no decision-making authority), and shall have the following duties (at the request of the Council):

- To make studies and project plans for the city's water and wastewater system; solid waste collection system; streets/transportation system; and stormwater utility system, including erosion controls and improvements along Village Creek tributaries and improvements to the main branch of Village Creek;
- To aid and assist the city in the procuring of financial and other aids and assistance for the city from the state and federal governments and their agencies for each and all the purposes herein enumerated;
- To act with and assist all other municipal boards, governmental agencies, regional associations and the city council in formulating proper plans for utility infrastructure development;
- To plan and recommend capital improvement projects (CIP) related to the water and wastewater utility, stormwater utility, streets and transportation, and solid waste utility; and
- To recommend general rules and regulations governing use of water and wastewater utilities, stormwater utility, streets and transportation, and solid waste collection.

To accomplish these duties, the board may establish subcommittees. Any subcommittee shall be chaired by a UIB member, and an unspecified number of community volunteers may be chosen by the board as working subcommittee members.

ESTABLISHING AND GOVERNING DOCUMENTS

Created via Ordinance 656 (2018); Amended via Ordinance 684 (2019); Quorum: 4 members. See Section 23-33 of the Code.
Council appoints (by November or as soon as practicable) the Chair and Vice Chair annually for a term of one year.

Staff Liaison(s)	*George Campbell, City Manager* *Larry Hoover, Public Works Director*
Secretary	*Rosie Ericson, Administrative Assistant*

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Performance Agreements and Contracts of Sale regarding 600 W. Kennedale Parkway and 6820 Oak Crest Drive

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Information related to this item is attached to items IV.F.1. and IV.F.2.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.A.2.

SUBJECT
Possession and Use Agreement and Sale of 6713 Oak Crest Drive West

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Information related to this item is attached to items IV.E.5.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Performance Agreements and Contracts of Sale regarding 600 W. Kennedale Parkway and 6820 Oak Crest Drive

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Information related to this item is attached to items IV.F.1. and IV.F.2.

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM III.B.2.

SUBJECT
Possession and Use Agreement and Sale of 6713 Oak Crest Drive West

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Information related to this item is attached to items IV.E.5.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Performance Agreements and Contracts of Sale regarding 600 W. Kennedale Parkway and 6820 Oak Crest Drive

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Information related to this item is attached to items IV.F.1. and IV.F.2.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Updates from the Mayor

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Updates and/or Proclamations from Mayor Brian Johnson, if any.

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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 12/31/2020) and for the EDC (for the months ending 10/31/2020 and 11/30/2020).

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_12 Monthly Financials	2020_12 Monthly Financials.pdf
2.	2020_10 EDC Monthly Financials	2020_10 EDC Monthly Financials.pdf
3.	10_2020 Sales Tax Update-EDC	10_2020 Sales Tax Update-EDC.pdf
4.	2020_11 EDC Monthly Financials	2020_11 EDC Monthly Financials.pdf
5.	11_2020 Sales Tax Update-EDC	11_2020 Sales Tax Update-EDC.pdf

Revenues & Expenditures - Budget & Actual Summary
FOR THE MONTH ENDED DECEMBER 31, 2020

GENERAL FUND REVENUES

Budget	AMENDED	Actual	Actual Budget %
$ 7,314,655	$ -	$ 3,546,923	48.5%

GENERAL FUND EXPENDITURES

Budget	AMENDED	Actual	Actual Budget %
$ 7,624,096	$ -	$ 1,904,458	25.0%

STREETS FUND REVENUES

Budget	AMENDED	Actual	Actual Budget %
$ 877,615		$ 161,192	18.4%

STREETS FUND EXPENDITURES

Budget	AMENDED	Actual	Actual Budget %
$ 1,015,670		$ 199,952	19.7%

WATER/SEWER FUND REVENUES

Budget	AMENDED	Actual	Actual Budget %
$ 4,447,316	$ -	$ 1,024,107	23.0%

WATER/SEWER FUND EXPENDITURES

Budget	AMENDED	Actual	Actual Budget %
$ 4,504,700	$ -	$ 987,833	21.9%

STORMWATER FUND REVENUES

Budget	AMENDED	Actual	Actual Budget %
$ 323,152	$ -	$ 66,412	20.6%

STORMWAER FUND EXPENDITURES

Budget	AMENDED	Actual	Actual Budget %
$ 561,929	$ -	$ 28,572	5.1%

GENERAL FUND
FOR THE MONTH ENDED DECEMBER 31, 2020
FY 2020-21 WITH PRIOR YEAR COMPARISON

25.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
Revenues:	Adopted Budget	Amended Budget	Dec-20	Dec-20	% Budget	Dec-20	% Budget	Original Budget	Amended Budget	M-T-D Dec-19	Y-T-D Dec-19	Y-T-D % Budget
Property Taxes	$ 4,629,418		$ 2,587,172	$ 3,147,213	68.0%	$ 1,157,355	25.0%	$ 4,210,532	$ 4,210,532	$ 2,238,805	$ 2,678,513	63.6%
Sales / Beverage Tax	1,438,404		144,237	145,320	10.1%	359,601	25.0%	1,402,458	1,369,909	145,948	147,058	10.7%
Grants / Contributions	65,000		-	42,747	65.8%	16,250	25.0%	85,100	147,445	-	22,653	15.4%
Licenses / Permits	191,605		7,579	26,050	13.6%	47,901	25.0%	175,070	153,360	19,019	97,280	63.4%
Fines / Fees	106,718		2,050	9,520	8.9%	26,680	25.0%	179,700	105,300	8,399	26,781	25.4%
Charge for Services	205,500		29,462	55,778	27.1%	51,375	25.0%	181,225	193,225	12,095	42,963	22.2%
Investment Earnings	24,017		193	586	2.4%	6,004	25.0%	24,017	24,017	2,754	6,798	28.3%
Miscellaneous Income	5,250		226	1,630	31.0%	1,313	25.0%	5,500	5,500	643	1,200	21.8%
Intergovernmental	647,243		39,359	118,079	18.2%	161,811	25.0%	652,475	652,475	40,618	121,867	18.7%
Surplus / Sales Rentals	1,500		-	-	0.0%	375	25.0%	3,500	3,500	-	263	7.5%
Total Revenues	**$ 7,314,655**	**$ -**	**$ 2,810,278**	**$ 3,546,923**	**48.5%**	**$ 1,828,664**	**25.0%**	**$ 6,919,577**	**$ 6,865,263**	**$ 2,468,281**	**$ 3,145,376**	**45.8%**
Expenditures:												
City Manager	$ 316,473		$ 32,667	$ 70,596	22.3%	$ 79,118.25	25.0%	$ 323,076	$ 323,076	$ 27,407	$ 71,831	22.2%
Mayor and City Council	140,525		8,639	3,563	2.5%	35,131	25.0%	186,444	186,444	14,963	31,972	17.1%
City Secretary	175,454		11,813	36,169	20.6%	43,864	25.0%	179,811	178,540	9,756	36,879	20.7%
Municipal Court	98,215		9,377	22,620	23.0%	24,554	25.0%	112,701	111,868	9,482	26,491	23.7%
Human Resources	125,229		12,665	26,889	21.5%	31,307	25.0%	132,128	132,129	9,023	22,303	16.9%
Finance	438,148		39,375	92,974	21.2%	109,537	25.0%	393,017	389,826	21,076	57,148	14.7%
Police	2,660,845		239,511	637,560	24.0%	665,211	25.0%	2,563,035	2,499,599	162,432	568,571	22.7%
Police SRO	178,016		16,902	38,804	21.8%	44,504	25.0%	156,513	156,513	13,940	38,684	24.7%
Fire	2,208,977		214,569	453,347	20.5%	552,244	25.0%	2,386,910	2,203,129	150,576	419,368	19.0%
Community Development	387,924		35,146	81,623	21.0%	96,981	25.0%	465,735	438,146	35,387	101,476	23.2%
Senior Citizen Center	38,376		1,839	3,376	8.8%	9,594	25.0%	63,376	63,376	3,910	11,221	17.7%
Library	275,755		25,780	57,057	20.7%	68,939	25.0%	305,042	275,895	22,408	60,931	22.1%
Non-Departmental	580,159		126,006	379,880	65.5%	145,040	25.0%	514,734	564,058	20,623	227,631	40.4%
Total Expenditures	**$ 7,624,096**	**$ -**	**$ 774,289**	**$ 1,904,458**	**25.0%**	**$ 1,906,024**	**25.0%**	**$ 7,782,522**	**$ 7,522,599**	**$ 500,983**	**$ 1,674,506**	**22.3%**
Total Revenues Over (Under) Exp	**$ (309,441)**	**$ -**	**$ 2,035,989**	**$ 1,642,465**		**$ (77,360)**		**$ (862,944)**	**$ (657,336)**	**$ 1,967,298**	**$ 1,470,870**	
Other Financing Sources (Uses):												
	-	-	-	-		-		-	-	-	-	
Non-cash Transactions:												
Capital lease proceeds	-		-			-		-	-	-	-	
Capital expenditures	-		-	-		-		-	-	-	-	
Transfers In (Out):	-								-		-	
	-							-		-	-	
Net Change in Fund Balance	**$ (309,441)**	**$ -**		**$ 1,642,465**				**$ (862,944)**	**$ (657,336)**			
Total Unassigned Fund Balance - BOY	940,257			940,257				1,480,503	1,597,593			
Ending Fund Balance Sept. 30	**$ 630,816**	**$ -**		**$ 2,582,722**				**$ 617,559**	**$ 940,257**			
Less: Commitments for Specific Use	-	-		-								
Less: Assigned for Specific Use	-	-		-				-				
Ending Fund Balance - Unassigned	**$ 630,816**	**$ -**		**$ 2,582,722**				**$ 617,559**	**$ 940,257**			
AVERAGE DAILY EXPENDITURES	**20,888**	**-**		**5,218**				**21,322**	**20,610**			
NUMBER OF DAYS IN RESERVE	**30**			**495**				**29**	**46**			
FUND BALANCE AS A % OF EXPENDITURES	**8.3%**			**135.61%**				**7.94%**	**12.50%**			

STREETS FUND
FOR THE MONTH ENDED DECEMBER 31, 2020
FY 2020-21 WITH PRIOR YEAR COMPARISON

25.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
Revenues:	Original Budget	Amended Budget	Dec-20	Dec-20	% Budget	Dec-20	% Budget	Original Budget	Amended Budget	M-T-D Dec-19	Y-T-D Dec-19	Y-T-D % Budget
Frachise Fees Telephone	$ 36,256		$ 200	$ 600	1.7%	$ 9,064.00	25.0%	$ 36,622	$ 36,622	$ 200	$ 600	2%
Frachise Fees Garbage	68,607		-	6,258		17,152	25.0%	69,300	69,300	9,909	12,352	
Franchise Fees Gas	64,469					16,117	25.0%	65,120	65,120			
Franchise Fees Electricity	312,427		72,301	72,301		78,107	25.0%	315,583	315,583	78,898	78,898	
Franchise Fees Cable	53,906					13,477	25.0%	54,450	54,450			
Franchise Fees Water Sew	311,312		25,942	77,828	25.0%	77,828	25.0%	267,106	267,106	22,258	66,776	25%
Investment Income	6,930		12	55	0.8%	1,733	25.0%	7,000	7,000	-	-	0%
TexDot Connecting Kennedale						-				421	1,456	
Misc. Income			140	310		-						
Admin Charge - Strm Water	19,995					4,999	25.0%	19,995	19,995			
Park Pavilion Rental	3,663					916	25.0%	3,700	3,700	-	240	6%
Ballfield Rental	50					13	25.0%	50	50			
Sale of Parts/Assets			-	3,840		-						
Transfer In Park Dedication						-						
Transfer In TIF Fund						-						
Transfer In Donation Fund						-						
Total Revenues	**$ 877,615**	**$ -**	**$ 98,595**	**$ 161,192**	**18.4%**	**$ 219,404**	**25.0%**	**$ 838,926**	**$ 838,926**	**$ 111,686**	**$ 160,322**	**19%**
Expenditures:												
Street Maintenance	$ 868,448		$ 86,695	$ 187,626	21.6%	$ 217,112	25.0%	$ 850,176	$ 849,397	$ 54,567	$ 159,725	19%
Park Maintenance	122,920		8,115	12,326	10.0%	30,730	25.0%	122,920	122,920	5,097	10,016	8%
Capital Projects	24,302					6,076	25.0%	79,057	79,058			
Total Expenditures	**$ 1,015,670**	**$ -**	**$ 94,810**	**$ 199,952**	**19.7%**	**$ 253,918**	**25.0%**	**$ 1,052,153**	**$ 1,051,375**	**$ 59,664**	**$ 169,741**	**16%**
Total Revenues Over (Under) Exp	**$ (138,055)**	**$ -**	**$ 3,785**	**$ (38,760)**		**$ (34,514)**		**$ (213,227)**	**$ (212,449)**	**$ 52,022**	**$ (9,419)**	
Other Funding Sources (Uses):												
Non-cash transactions:												
Capital lease proceeds	-											
Capital expenditures	-											
Transfers In (Out):												
Debt Service Payments	-											
Net Change in Fund Balance	**$ (138,055)**	**$ -**		**$ (38,760)**				**$ (213,227)**	**$ (212,449)**			
Total Unassigned Fund Balance - BOY	341,246			341,246				345,652	553,695			
Ending Fund Balance Sept. 30	**$ 203,191**	**$ -**		**$ 302,486**				**$ 132,425**	**$ 341,246**			
Less: Commitments for Specific Use				-								-
Less: Assigned for Specific Use				-								-
Ending Fund Balance - Unassigned	**$ 203,191**	**$ -**		**$ 302,486**				**$ 132,425**	**$ 341,246**			
AVERAGE DAILY EXPENDITURES	**2,226**	**-**		**(281)**				**2,520**	**1,946**			
NUMBER OF DAYS IN RESERVE	**91**			**(1,077)**				**53**	**175**			
FUND BALANCE AS A % OF EXPENDITURES	**20.0%**			**151.3%**				**12.6%**	**32.5%**			

WATER & SEWER FUND
FOR THE MONTH ENDED DECEMBER 31, 2020
FY 2020-21 WITH PRIOR YEAR COMPARISON

25.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
Revenues:	Budget	Budget	Dec-20	Dec-20	Budget	Dec-20	Budget	Budget	Budget	Dec-19	Dec-19	% Budget
Water Service	$ 2,128,290		$ 139,394	$ 551,489	25.9%	$ 532,072.50	25.0%	$ 1,941,782	$ 1,941,782	$ 130,431	$ 519,076	27%
Sewer Service	1,700,194		136,751	415,177	24.4%	425,049	25.0%	1,669,203	1,669,203	138,983	412,887	25%
Sewer Surcharge	2,705					676	25.0%	11,978	11,978	-	1,990	17%
Penalties	13,231					3,308	25.0%	50,873	14,450	-	9,729	67%
Administrative Fees	3,762		140	399	10.6%	941	25.0%	15,150	4,500	-	2,680	60%
Water Tap Fees	2,856		4,000	4,000		714	25.0%	5,050	5,050	525	1,575	
Meter Purchase / Install	3,645		3,032	3,033		911	25.0%	11,933	11,933	-	546	5%
Sewer Tap Fees	1,768					442	25.0%	5,050	5,050	(875)	875	
Engineer Review Fees	6,120		1,000	1,000		1,530	25.0%	6,924	6,924	2,500	2,500	36%
Sanitation Billing Fees	15,507		-	1,431		3,877	25.0%	16,798	16,798	-	1,628	10%
Other Fees Water/Sewer	1,984					496	25.0%	10,423	10,423	-	1,445	14%
Sales Tax	139		12	34	24.5%	35	25.0%	101	101	12	35	35%
Arlington Operator Cost	354,500					88,625	25.0%		300,874	80,772	98,600	
Investment Income	19,179		136	562	2.9%	4,795	25.0%	37,814	37,814	2,212	7,850	
Miscellaneous Income	4,911		51	101		1,228	25.0%	31,718	31,718			
Cash Over/Under						-		-				
Sale of Parts/Assets	1,000					250	25.0%	1,010	37,750			
Transfer In - Water Impact Fund			-	-		-		152,524	152,525			
Transfer In - Sewer Impact Fund						-		60,000	35,000			
Transfer In-Roadway Impact Fund	187,525		15,627	46,881	25.0%	46,881	25.0%					
Total Revenues	**$ 4,447,316**	**$ -**	**$ 300,143**	**$ 1,024,107**	**23.0%**	**$ 1,111,829**	**25.0%**	**$ 4,028,331**	**$ 4,293,873**	**$ 354,560**	**$ 1,061,416**	**25%**
Expenditures:												
Utility Billing	$ 1,460,295		$ 206,501	$ 255,069	17.5%	$ 365,073.75	25.0%	$ 1,518,390	$ 1,719,049	$ 138,678	$ 356,036	21%
Operations	1,375,369		111,276	534,630	38.9%	343,842	25.0%	1,385,154	1,522,435	125,674	524,000	34%
Debt Service	358,559					89,640	25.0%	354,505	354,505			
Capital Projects	600,000		2,085	6,210		150,000	25.0%	415,000	415,000	1,981	103,042	
Non-Departmental	710,477		57,848	191,924	27.0%	177,619	25.0%	677,889	677,889	54,914	175,393	26%
Total Expenditures	**$ 4,504,700**	**$ -**	**$ 377,710**	**$ 987,833**	**21.9%**	**$ 1,126,175**	**25.0%**	**$ 4,350,938**	**$ 4,688,878**	**$ 321,247**	**$ 1,158,471**	**25%**
Total Revenues Over (Under) Exp	**$ (57,384)**	**$ -**	**$ (77,567)**	**$ 36,274**		**$ (14,346)**		**$ (322,607)**	**$ (395,005)**	**$ 33,313**	**$ (97,055)**	
Other Funding Sources (Uses):												
Debt service - bond payments												
Non-cash transactions:												
Capital lease proceeds												
Capital expenditures												
Net Change in Fund Balance	**$ (57,384)**	**$ -**		**$ 36,274**				**$ (322,607)**	**$ (395,005)**			
Total Unrestricted Fund Balance - BOY	2,076,297			2,076,297				1,682,545	2,471,302			
Total Fund Balance - EOY	**$ 2,018,913**	**$ -**		**$ 2,112,571**		**$ -**		**$ 1,359,938**	**$ 2,076,297**			
Less: Commitments for Specific Use				-		-						
Less: Assigned for Specific Use				-		-		-				
Ending Fund Balance - Unrestricted	**$ 2,018,913**	**$ -**		**$ 2,112,571**		**$ -**		**$ 1,359,938**	**$ 2,076,297**			
AVERAGE DAILY EXPENDITURES	**157**	**-**		**(99)**				**884**	**1,082**			
NUMBER OF DAYS IN RESERVE	**12,842**			**(21,257)**				**1,539**	**1,919**			
FUND BALANCE AS A % OF EXPENDITURE	**44.8%**			**214%**				**31%**	**44%**			

STORMWATER FUND
FOR THE MONTH ENDED DECEMBER 31, 2020
FY 2020-21 WITH PRIOR YEAR COMPARISON

25.0%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			FY PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021		FY 2019-2020		FY 2019-2020		
Revenues:	Budget	Budget	Dec-20	Dec-20	% Budget	Dec-20	% Budget	Budget	Budget	Dec-19	Dec-19	% Budget
Penalties	$ 1,200					$ 300	25.0%	$ 3,200	$ 3,200	$ -	$ 402	12.6%
Grant Revenue								-				
Drainage Fees	320,952		22,105	66,326	20.7%	$ 80,238	25.0%	297,200	265,000	19,634	64,068	24.2%
Investment Income	1,000		20	86	8.6%	$ 250	25.0%	500	500	85	235	47.0%
Miscellaneous Income								-				
Total Revenues	**$ 323,152**	**$ -**	**$ 22,125**	**$ 66,412**	**20.6%**	**$ 80,788**	**25.0%**	**$ 300,900**	**$ 268,700**	**$ 19,719**	**$ 64,705**	**24%**
Expenditures:												
Stormwater Utility	561,929		$ 18,999	$ 28,572	5.1%	$ 140,482	25.0%	585,316	$ 619,316	$ 6,799	$ 23,362	3.8%
Total Expenditures	**$ 561,929**	**$ -**	**$ 18,999**	**$ 28,572**	**5.1%**	**$ 140,482**	**25.0%**	**$ 585,316**	**$ 619,316**	**$ 6,799**	**$ 23,362**	**4%**
Total Revenues Over (Under) Exp	**$ (238,777)**	**$ -**	**$ 3,126**	**$ 37,840**		**$ (59,694)**		**$ (284,416)**	**$ (350,616)**	**$ 12,920**	**$ 41,343**	
Other Financing Sources (Uses):												
Capital grant contributions	-	-	-	-				-	-	-	-	
Net Change in Fund Balance	**$ (238,777)**	**$ -**		**$ 37,840**				**$ (284,416)**	**$ (350,616)**			
Total Unrestricted Fund Balance - BOY	(151,838)			(151,838)					$ 198,778			
Total Fund Balance - EOY	**$ (390,615)**	**$ -**		**$ (113,998)**					**$ (151,838)**			
Less: Commitments for Specific Use	-	-		-		-		-	-			
Ending Fund Balance - Unrestricted	**$ (390,615)**	**$ -**		**$ (113,998)**				**$ -**	**$ (151,838)**			

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

FUND	FUND NAME	BUDGET Revenues	BUDGET Expenditures	BUDGET Change in Fund Balances	BUDGET Fund Balance Beginning of Year	BUDGET Fund Balance End of Year	Y-T-D ACTUAL Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
	DEBT SERVICE FUND												
2	Debt Service Fund	$ 1,644,815	$ 1,538,873	$ 105,942	$ 573,006	$ 678,948	$ 1,033,478	63%	$ 49,738	3%	$ 983,740	$ 573,006	$ 1,556,746
	OTHER GENERAL FUNDS												
5	Capital Replacement Fund	$ 98,402	$ 180,414	$ (82,012)	$ 150,817	$ 68,805	$ 663	1%	$ 45,533	25%	$ (44,870)	$ 150,817	$ 105,947
12	Court Security Fund	2,300	-	2,300	23,864	26,164	274	12%	-	0%	274	23,864	24,138
16	Court Technology Fund	1,320	875	445	15,886	16,331	197	15%	-	0%	197	15,886	16,083
18	Juvenile Case Manager Fund	2,150	-	2,150	(10,367)	(8,217)	97	5%	-	0%	97	(10,367)	(10,270)
21	TIF 1 (New Hope Rd) Fund	162,734	-	162,734	(393,825)	(231,091)	80	0%	-	0%	80	(393,825)	(393,745)
34	Leose Fund	1,740	1,650	90	2,012	2,102	1,699	98%	-		1,699	2,012	3,711
83	Tree Reforestation Fund	500	-	500	70,923	71,423	19	4%	-	25%	19	70,923	70,942
		$ 269,146	$ 182,939	$ 86,207	$ (140,690)	$ (54,483)	$ 3,029		$ 45,533		$ (42,504)	$ (140,690)	$ (183,194)
	CAPITAL FUNDS												
4	Capital Projects Fund	$ 83,250	$ 103,157	$ (19,907)	$ (58,700)	$ (78,607)	$ 20,799	25%	$ -	0%	$ 20,799	$ (58,700)	$ (37,901)
13	Capital Bond Fund	6,008,000	2,991,176	3,016,824	1,187,265	4,204,089	611	0%	17,218	1%	(16,607)	1,187,265	$ 1,170,658
14	Park Dedication Fund	800	170	630	54,885	55,515	826	103%	100	59%	726	54,885	$ 55,611
32	Library Building Fund	160	-	160	(2,489)	(2,329)	159	99%	-		159	(2,489)	$ (2,330)
45	Roadway Impact Fee Fund	15,000	197,525	(182,525)	489,910	307,385	3,689	25%	58,303	30%	(54,614)	489,910	$ 435,296
61	Water Impact Fee Fund	54,238	-	54,238	(165,667)	(111,429)	2,794	0	-		2,794	(165,667)	(162,873)
62	Sewer Impact Fee Fund	18,505	-	18,505	20,306	38,811	2,172	12%	-		2,172	20,306	22,478
		$ 6,179,953	$ 3,292,028	$ 2,887,925	$ 1,525,510	$ 4,413,435	$ 31,050		$ 75,621		$ 4,192	$ 1,128,565	$ 1,132,757
	EDC 4B FUNDS												
15	EDC 4B Fund	$ 723,940	$ 607,014	$ 116,926	$ 770,219	$ 887,145	$ 118,951	16%	$ 103,438	17%	$ 15,513	$ 770,219	$ 785,732
		$ 723,940	$ 607,014	$ 116,926	$ 770,219	$ 887,145	$ 118,951		$ 103,438		$ 15,513	$ 770,219	$ 785,732
	SPECIAL REVENUE FUNDS												
30	Hotel/Motel Tax Fund	$ 5,050	$ -	$ -	$ 5,927	$ 5,927	$ 3		$ -		$ 3	$ 5,927	$ 5,930
35	Disaster Recovery Fund	100	420,850	(420,750)	420,750	-	70		196,235		$ (196,165)	$ 420,750	$ 224,585
		5,150	420,850	(420,750)	426,677	5,927	73		196,235		(196,162)		$ 230,515

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION
ANNUAL PROGRAM OF SERVICES
OCTOBER 2020

MONTHLY INFORMATION

1. $35,291 in Sales Tax Revenue

2. EDC Director engaged in long-term planning, including relationship with Chamber, hotel status, Red's Roadhouse, and other development deals

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

Lakeita Sutton

ADDITIONAL INFORMATION

FUND)
FUND 19 - CAPITAL BOND FUND (CLOSED IN FY 18)
FUND 95 - RESERVE FUND FOR DEBT REQUIREMENTS

CASH POSITION

CATEGORY	ESCRIPTION		YTD
BEGINNING CASH BALANCE - FUND 15	(Operating Cash)	$	736,931
BEGINNING CASH BALANCE - FUND 95	(Required Reserves)	$	125,668
			862,599.00
BEGINNING AVAILABLE CASH - TOTAL			736,931
TOTAL REVENUES MINUS EXPENDITURES FOR MONTH		$	17,466
ENDING CASH BALANCE - FUND 15	(Operating Cash)	$	737,324
ENDING CASH BALANCE - FUND 95	(Required Reserves)	$	125,681
ENDING CASH BALANCE - TOTAL		$	863,005
UNAVAILABLE CASH - EARMARKED			
RESERVES FOR LEVERAGE NOTE	(Required Reserves)	$	125,681
TOTAL UNAVAILABLE CASH		$	125,681
AVAILABLE CASH		$	737,324

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

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-2021 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED OCTOBER 31, 2020

	CURRENT FISCAL YEAR				PRIOR FISCAL YEAR			
	BUDGET	ACTUAL			BUDGET	FY ACTUAL		
	FY 2020-21	MONTH	Y-T-D	Y-T-D	FY 2019-2020	FY 2019-2020		
REVENUES	Original Budget	Oct-20	Oct-20	% Budget	Original Budget	MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
MMD TAX CURRENT YEAR	$ 35,000	$ -	$ -		$ 35,000	$ -	$ -	
SALES TAX	420,148	35,291	35,291	8.4%	400,141	45,962	45,962	11.5%
INVESTMENT INCOME FUND 15	2,000	76	76	3.8%	4,000	546	546	13.7%
INVESTMENT INCOME FUND 95	500	13	13		2,000	189	189	
MISCELLANEOUS INCOME	30,000	2,850	2,850	9.5%	30,120	2,850	2,850	9.5%
INSURANCE REIMBURSEMENT	-	-	-				-	
LAND PROCEEDS		-	-		150,368			
RENTAL FEES - SHOPPING CTR	236,792	20,676	20,676	8.7%	180,000	19,464	19,464	10.8%
RENTAL INSURANCE	-	-	-		-	-	-	
SALES OF ASSETS	-	-	-			-	-	
PROCEEDS-DEBT/LOAN/LEASE	-	-	-			-	-	
TOTAL REVENUES	$ 724,440	$ 58,906	$ 58,906	8.1%	$ 801,629	$ 69,011	$ 69,011	8.6%
EXPENDITURES								
ADMINISTRATION	218,387	9,693	9,693	4.4%	169,377	9,536	9,536	5.6%
DEBT SERVICE	306,132	25,680	25,680	8.4%	323,570	28,222	28,222	8.7%
TOWN SHOPPING CENTER	82,495	6,067	6,067	7.4%	79,651	18,660	18,660	23.4%
TOWN CENTER REDEVELOPMENT	-	-	-		-	-	-	
Total Expenditures	$ 607,014	$ 41,440	$ 41,440	6.8%	$ 572,598	$ 56,418	$ 56,418	10%
Total Revenues Over (Under) Exp	$ 117,426	$ 17,466	$ 17,466		$ 229,031	$ 12,593	$ 12,593	
Other Financing Sources (Uses):								
Operating Transfer to / from General Fund	-	-	-		-	-	-	
							-	
Total Other Financing Sources (Uses):	-	-	-		-	-	-	
Net Change in Fund Balance	$ 117,426				$ 229,031			
Fund Balance Oct 1	898,805				$ 669,774			
Ending Fund Balance	$ 1,016,231				$ 898,805			
AVERAGE DAILY EXPENDITURES	$ 1,663				$ 1,569			
Number of Days In Reserve	611				573			
Fund Balance as a % of Expenditures	167%				157%			

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-2021 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED OCTOBER 31, 2020

	CURRENT FISCAL YEAR				PRIOR FISCAL YEAR			
	BUDGET	ACTUAL			BUDGET	FY ACTUAL		
	FY 2020-21	MONTH	Y-T-D	Y-T-D	FY 2019-2020	FY 2019-2020		
REVENUES	Original Budget	Oct-20	Oct-20	% Budget	Original Budget	MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
MMD TAX CURRENT YEAR	$ 35,000	$ -	$ -		$ 35,000	$ -	$ -	
SALES TAX	420,148	35,291	35,291	8.4%	400,141	$ 45,962	45,962	11.5%
INVESTMENT INCOME	2,000	76	76	3.8%	4,000	546	546	13.7%
MISCELLANEOUS INCOME	30,000	2,850	2,850	9.5%	30,120	2,850	2,850	9.5%
INSURANCE REIMBURSEMENT		-	-			-	-	
LAND PROCEEDS	-	-	-		150,368			
RENTAL FEES - SHOPPING CTR	236,792	20,676	20,676	8.7%	180,000	19,464	19,464	10.8%
RENTAL INSURANCE		-	-		-	-	-	
SALES OF ASSETS	-	-	-			-	-	
PROCEEDS-DEBT/LOAN/LEASE	-	-	-			-	-	
TOTAL REVENUES	$ 723,940	$ 58,893	$ 58,893	8.1%	$ 799,629	$ 68,822	$ 68,822	8.6%
EXPENDITURES								
ADMINISTRATION	218,387	9,693	9,693	4.4%	169,377	9,536	9,536	5.6%
DEBT SERVICE	306,132	25,680	25,680	8.4%	323,570	28,222	28,222	8.7%
TOWN SHOPPING CENTER	82,495	6,067	6,067	7.4%	79,651	18,660	18,660	23.4%
TOWN CENTER REDEVELOPMENT	$ -	-	-		-	-	-	
TOTAL EXPENDITURES	$ 607,014	$ 41,440	$ 41,440	6.8%	$ 572,598	$ 56,418	$ 56,418	9.9%
Total Revenues Over (Under) Exp	$ 116,926	$ 17,453	$ 17,453		$ 227,031	$ 12,404	$ 12,404	
Other Financing Sources (Uses):								
Operating Transfer to / from General Fu	-	-	-		-	-	-	
Total Other Financing Sources (Uses):	-	-	-		-	-	-	
Net Change in Fund Balance	$ 116,926				$ 227,031			
Fund Balance Oct 1	770,219				$ 543,188			
Ending Fund Balance	$ 887,145				$ 770,219			
	-				-			
AVERAGE DAILY EXPENDITURES	$ 1,663				$ 1,569			
Number of Days In Reserve	533				491			
Fund Balance as a % of Expenditures	146%				135%			

EDC ADMIN

EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	ACTUAL MONTH Oct-20	Y-T-D Oct-20	Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-2020 MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
PRINTED SUPPLIES	$ 2,000	$ -	$ -	0.0%	$ 2,000	$ -	-	0.0%
GENERAL OFFICE SUPPLIES	50	-	-	0.0%	50	-	-	0.0%
POSTAGE	50	-	-	0.0%	50	-	-	0.0%
SUPPLIES TOTAL	2,100	-	-	0.0%	2,100	-		0.0%
ADVERTISING	1,200	-	-		1,200	-	-	
ASSOCIATION DUES/PUBLICATIONS	3,500	-	-	0.0%	3,395	-	-	0.0%
TRANING/SEMINARS	250	-	-	0.0%	250	-	-	0.0%
LEGAL SERVICES	15,000	-	-	0.0%	14,925	-	-	0.0%
AUDIT SERVICES	4,250	-	-	0.0%	4,250	-	-	0.0%
SPECIAL SERVICES	42,838	-	-	0.0%	975	(157)	(157)	-16.1%
FILING FEES	-							
ENGINEERING SERVICES						-	-	
TRAVEL	100	-	-		100			0.0%
ENGINEERING SERVICES	-	-	-		-			
ADMIN CHARGE-GENERAL FUND	116,318	9,693	9,693	8.3%	116,318	9,693	9,693	8.3%
FUNCTIONAL GRANT	32,831	-	-	0.0%	25,864	-	-	0.0%
LAND	-							
SUNDRY TOTAL	216,287	9,693	9,693	4.48%	167,277	9,536	9,536	5.7%
TOTAL EDC ADMIN EXPENDITURES	$ 218,387	$ 9,693	$ 9,693	4.44%	$ 169,377	$ 9,536	$ 9,536	5.6%

EDC DEBT SERVICE

EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	CURRENT FISCAL YEAR ACTUAL MONTH Oct-20	Y-T-D Oct-20	Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-20 MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
2007 $1.2M TAX BOND INTEREST	$ 42,048	$ 21,024	$ 21,024	50.0%	$ 46,566	$ 23,214	$ 23,214	49.9%
2007 $1.2M TAX BOND PRINCIPAL	70,000	-	-	0.0%	65,000	-	-	0.0%
2011 $1.7M TX LEVERAGE INT	9,196	824	824	9.0%	18,122	1,597	1,597	8.8%
2011 $17.M TX LEVERAGE PRIN	46,680	3,832	3,832	8.2%	41,982	3,411	3,411	8.1%
2020 $1.26M GO REFUNDING INT	115,000	-	-	0.0%				
TRANSFER OUT-DEBT SERV FUND	23,208	-	-	0.0%	151,900	-	-	0.0%
TOTAL EDC DEBT EXPENDITURES	$ 306,132	$ 25,680	$ 25,680	8.4%	$ 323,570	$ 28,222	$ 28,222	8.7%

EDC TOWNCENTER SHOPPING CENTER

EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	CURRENT FISCAL YEAR ACTUAL MONTH Oct-20	Y-T-D Oct-20	Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-20 MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
BUILDING MAINTENANCE	$ 54,195	$ 4,906	$ 4,906	9.1%	$ 54,951	$ 7,727	$ 7,727	14.1%
ELECTRIC SERVICES	5,700	334	334	5.9%	5,700	430	430	7.5%
INSURANCE - PROPERTY	13,000	-	-	0.0%	13,000	9,976	9,976	76.7%
SPECIAL SERVICES	9,600	827	827	8.6%	6,000	527	527	8.8%
TOTAL EDC TOWNCENTER EXPENDITURES	$ 82,495	$ 6,067	$ 6,067	7.4%	$ 79,651	$ 18,660	$ 18,660	23.4%

EDC TOWNCENTER REDEVELOPMENT

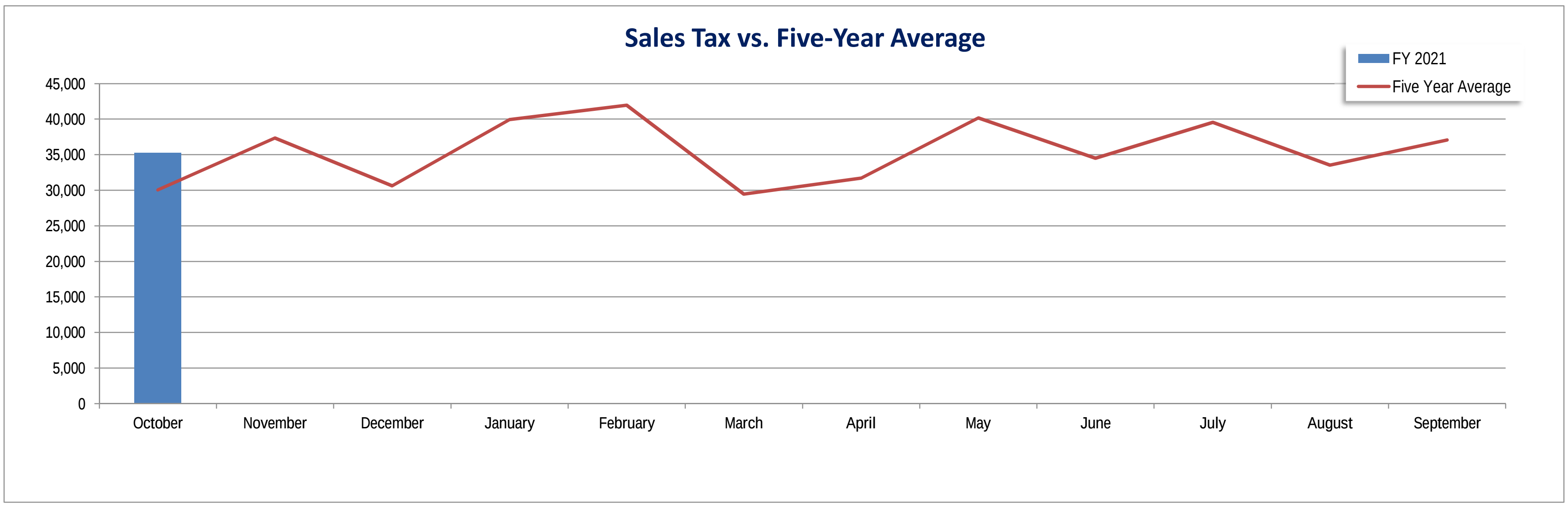
EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	CURRENT FISCAL YEAR ACTUAL MONTH Oct-20	Y-T-D Oct-20	Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-20 MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
ENGINEERING SERVICES	$ -	$ -	$ -				$ -	
CONSTRUCTION	-		-			-	-	
TOTAL EDC TOWNCENTER REDEVELOPMENT EXPENDITURES	$ -	$ -	$ -		$ -	$ -	$ -	

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-2021 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED OCTOBER 31, 2020

EDC BOND RESERVE FUND	CURRENT FISCAL YEAR				PRIOR FISCAL YEAR			
	BUDGET	ACTUAL			BUDGET	FY ACTUAL		
	FY 2020-21	MONTH	Y-T-D	Y-T-D	FY 2019-2020	FY 2019-2020		
REVENUES	Original Budget	Oct-20	Oct-20	% Budget	Original Budget	MONTH Oct-19	Y-T-D Oct-19	Y-T-D % Budget
INVESTMENT INCOME	500	13	$ 13		2,000	189	$ 189	
TOTAL REVENUES	$ 500	$ 13	$ 13		$ 2,000	$ 189	$ 189	
EXPENDITURES								
ADMINISTRATION	$ -	-	-			-	-	
TOTAL EXPENDITURES	$ -	$ -	$ -		$ -	$ -	$ -	
Total Revenues Over (Under) Exp	$ 500	$ 13	$ 13		$ 2,000	$ 189	$ 189	
Net Change in Fund Balance	$ 500			$ -	$ 2,000			
Fund Balance Oct 1	128,586				$ 126,586			
Ending Fund Balance	$ 129,086				$ 128,586			

EDC Sales Tax By Month

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY2021	35,291												$ 35,291
FY2020	45,962	39,056	45,450	36,037	64,105	42,654	37,725	49,804	44,467	40,078	45,748	49,172	$ 540,258
FY2019	31,048	38,679	39,362	88,360	45,433	36,033	34,603	46,432	38,783	43,510	36,757	47,143	$ 526,144
FY2018	34,607	38,169	28,985	31,808	54,501	31,672	41,253	43,121	36,295	41,089	39,590	29,697	$ 450,787
FY2017	29,583	38,719	27,285	29,652	35,265	26,215	29,043	33,374	26,747	33,648	16,530	28,850	$ 354,908
FY2016	31,046	39,712	32,662	25,293	38,669	29,196	26,505	38,181	27,906	28,195	29,231	30,459	$ 377,055
FY2015	23,985	31,479	27,515	24,594	35,857	24,104	27,064	39,783	42,821	55,252	48,766	59,232	$ 440,453
FY2014	21,990	29,867	31,661	22,458	32,594	23,228	26,412	31,319	25,832	23,976	28,866	22,659	$ 320,861
FY2013	33,617	31,297	23,446	20,135	30,003	20,791	20,318	32,020	21,136	22,435	27,973	26,025	$ 309,197



KENNEDALE ECONOMIC DEVELOPMENT CORPORATION
ANNUAL PROGRAM OF SERVICES
NOVEMBER 2020

MONTHLY INFORMATION

1. $57,626 in Sales Tax Revenue
2. EDC Director engaged in long-term planning, including relationship with Chamber, hotel status, Red's Roadhouse, and other development deals

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

Lakeita Sutton

ADDITIONAL INFORMATION

FUND 15 - OPERATING FUND (EDC INVOICES AND REVENUE ARE RECEIVED IN THIS FUND)
FUND 19 - CAPITAL BOND FUND (CLOSED IN FY 18)
FUND 95 - RESERVE FUND FOR DEBT REQUIREMENTS

CASH POSITION

CATEGORY	DESCRIPTION	YTD
BEGINNING CASH BALANCE - FUND 15	(Operating Cash)	$ 737,324
BEGINNING CASH BALANCE - FUND 95	(Required Reserves)	$ 125,681
		863,005.00
BEGINNING AVAILABLE CASH - TOTAL		737,324
TOTAL REVENUES MINUS EXPENDITURES FOR MONTH		$ 53,339
ENDING CASH BALANCE - FUND 15	(Operating Cash)	$ 809,632
ENDING CASH BALANCE - FUND 95	(Required Reserves)	$ 125,693
ENDING CASH BALANCE - TOTAL		$ 935,325
UNAVAILABLE CASH - EARMARKED		
RESERVES FOR LEVERAGE NOTE	(Required Reserves)	$ 125,693
TOTAL UNAVAILABLE CASH		$ 125,693
AVAILABLE CASH		$ 809,632

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

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-2021 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED NOVEMBER 30, 2020

	CURRENT FISCAL YEAR				PRIOR FISCAL YEAR			
	BUDGET	ACTUAL			BUDGET	FY ACTUAL		
	FY 2020-21	MONTH	Y-T-D	Y-T-D	FY 2019-2020	FY 2019-2020		
REVENUES	Original Budget	Nov-20	Nov-20	% Budget	Original Budget	MONTH Nov-19	Y-T-D Nov-19	Y-T-D % Budget
MMD TAX CURRENT YEAR	$ 35,000	$ -	$ -		$ 35,000	$ -	$ -	
SALES TAX	420,148	57,626	92,917	22.1%	400,141	39,056	85,018	21.2%
INVESTMENT INCOME FUND 15	2,000	73	149	7.5%	4,000	488	1,035	25.9%
INVESTMENT INCOME FUND 95	500	12	25		2,000	161	351	
MISCELLANEOUS INCOME	30,000	350	3,200	10.7%	30,120	2,850	5,700	18.9%
INSURANCE REIMBURSEMENT	-	-	-				-	
LAND PROCEEDS		-	-		150,368			
RENTAL FEES - SHOPPING CTR	236,792	23,256	43,932	18.6%	180,000	19,581	39,045	21.7%
RENTAL INSURANCE	-	-	-		-	-	-	
SALES OF ASSETS	-	-	-			-	-	
PROCEEDS-DEBT/LOAN/LEASE	-	-	-			-	-	
TOTAL REVENUES	$ 724,440	$ 81,317	$ 140,223	19.4%	$ 801,629	$ 62,136	$ 131,149	16.4%
EXPENDITURES								
ADMINISTRATION	218,387	10,215	20,964	9.6%	169,377	12,756	22,293	13.2%
DEBT SERVICE	306,132	4,655	30,337	9.9%	323,570	5,008	33,231	10.3%
TOWN SHOPPING CENTER	82,495	13,108	19,177	23.2%	79,651	2,696	21,357	26.8%
TOWN CENTER REDEVELOPMENT	-	-	-		-	-	-	
TOTAL EXPENDITURES	$ 607,014	$ 27,978	$ 70,478	11.6%	$ 572,598	$ 20,460	$ 76,881	13%
Total Revenues Over (Under) Exp	$ 117,426	$ 53,339	$ 69,745		$ 229,031	$ 41,676	$ 54,268	
Other Financing Sources (Uses):								
Operating Transfer to/from General Fund	-	-	-		-	-	-	
Total Other Financing Sources (Uses):	-	-	-		-	-	-	
Net Change in Fund Balance	$ 117,426				$ 229,031			
Fund Balance Oct 1	898,805				$ 669,774			
Ending Fund Balance	$ 1,016,231				$ 898,805			
AVERAGE DAILY EXPENDITURES	$ 1,663				$ 1,569			
Number of Days In Reserve	611				573			
Fund Balance as a % of Expenditures	167%				157%			

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-2021 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED NOVEMBER 30, 2020

	CURRENT FISCAL YEAR				PRIOR FISCAL YEAR			
	BUDGET	ACTUAL			BUDGET	FY ACTUAL		
	FY 2020-21	MONTH	Y-T-D	Y-T-D	FY 2019-2020	FY 2019-2020		
REVENUES	Original Budget	Nov-20	Nov-20	% Budget	Original Budget	MONTH Nov-19	Y-T-D Nov-19	Y-T-D % Budget
MMD TAX CURRENT YEAR	$ 35,000	$ -	$ -		$ 35,000	$ -	$ -	
SALES TAX	420,148	57,626	92,917	22.1%	400,141	$ 39,056	85,018	21.2%
INVESTMENT INCOME	2,000	73	149	7.5%	4,000	488	1,035	25.9%
MISCELLANEOUS INCOME	30,000	350	3,200	10.7%	30,120	2,850	5,700	18.9%
INSURANCE REIMBURSEMENT		-	-			-	-	
LAND PROCEEDS	-	-	-		150,368			
RENTAL FEES - SHOPPING CTR	236,792	23,256	43,932	18.6%	180,000	19,581	39,045	21.7%
RENTAL INSURANCE		-	-		-	-	-	
SALES OF ASSETS	-	-	-			-	-	
PROCEEDS-DEBT/LOAN/LEASE	-	-	-			-	-	
TOTAL REVENUES	$ 723,940	$ 81,305	$ 140,198	19.4%	$ 799,629	$ 61,975	$ 130,798	16.4%
EXPENDITURES								
ADMINISTRATION	218,387	10,215	20,964	9.6%	169,377	12,756	22,293	13.2%
DEBT SERVICE	306,132	4,655	30,337	9.9%	323,570	5,008	33,231	10.3%
TOWN SHOPPING CENTER	82,495	13,108	19,177	23.2%	79,651	2,696	21,357	26.8%
TOWN CENTER REDEVELOPMENT	$ -	-	-		-	-	-	
TOTAL EXPENDITURES	$ 607,014	$ 27,978	$ 70,478	11.6%	$ 572,598	$ 20,460	$ 76,881	13.4%
Total Revenues Over (Under) Exp	$ 116,926	$ 53,327	$ 69,720		$ 227,031	$ 41,515	$ 53,917	
Other Financing Sources (Uses):								
Operating Transfer to / from General Fund	-	-	-		-	-	-	
Total Other Financing Sources (Uses):	-	-	-		-	-	-	
Net Change in Fund Balance	$ 116,926				$ 227,031			
Fund Balance Oct 1	770,219				$ 543,188			
Ending Fund Balance	$ 887,145				$ 770,219			
AVERAGE DAILY EXPENDITURES	$ 1,663				$ 1,569			
Number of Days In Reserve	533				491			
Fund Balance as a % of Expenditures	146%				135%			

EDC ADMIN

EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	CURRENT FISCAL YEAR ACTUAL Nov-20	ACTUAL Y-T-D Nov-20	ACTUAL Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-2020 MONTH Nov-19	FY ACTUAL Y-T-D Nov-19	FY ACTUAL Y-T-D % Budget
PRINTED SUPPLIES	$ 2,000	$ -	$ -	0.0%	$ 2,000	$ -	-	0.0%
GENERAL OFFICE SUPPLIES	50	-	-	0.0%	50	-	-	0.0%
POSTAGE	50	-	-	0.0%	50	-	-	0.0%
SUPPLIES TOTAL	2,100	-	-	0.0%	2,100	-		0.0%
ADVERTISING	1,200	-	-		1,200	-	-	
ASSOCIATION DUES/PUBLICATIONS	3,500	-	-	0.0%	3,395	-	-	0.0%
TRANING/SEMINARS	250	-	-	0.0%	250	-	-	0.0%
LEGAL SERVICES	15,000	(528)	528	3.5%	14,925	350	350	2.3%
AUDIT SERVICES	4,250	-	-	0.0%	4,250	-	-	0.0%
SPECIAL SERVICES	42,838	1,050	1,050	2.5%	975	22	(134)	-13.7%
FILING FEES	-							
ENGINEERING SERVICES						-	-	
TRAVEL	100	-	-		100			0.0%
ENGINEERING SERVICES	-	-	-		-			
ADMIN CHARGE-GENERAL FUND	116,318	9,693	19,386	16.7%	116,318	9,693	19,386	16.7%
FUNCTIONAL GRANT	32,831	-	-	0.0%	25,864	2,691	2,691	10.4%
LAND	-							
SUNDRY TOTAL	216,287	10,215	20,964	9.7%	167,277	12,756	22,293	13.3%
TOTAL EDC ADMIN EXPENDITURES	$ 218,387	$ 10,215	$ 20,964	9.60%	$ 169,377	$ 12,756	$ 22,293	13.2%

EDC DEBT SERVICE

EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	ACTUAL MONTH Nov-20	ACTUAL Y-T-D Nov-20	ACTUAL Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-20 MONTH Nov-19	FY ACTUAL FY 2019-20 Y-T-D Nov-19	FY ACTUAL FY 2019-20 Y-T-D % Budget
2007 $1.2M TAX BOND INTEREST	$ 42,048	$ -	$ 21,024	50.0%	$ 46,566	$ -	$ 23,214	49.9%
2007 $1.2M TAX BOND PRINCIPAL	70,000	-	-	0.0%	65,000	-	-	0.0%
2011 $1.7M TX LEVERAGE INT	9,196	813	1,638	17.8%	18,122	1,437	3,035	16.7%
2011 $17.M TX LEVERAGE PRIN	46,680	3,842	7,675	16.4%	41,982	3,571	6,982	16.6%
2020 $1.26M GO REFUNDING INT	115,000	-	-	0.0%				
TRANSFER OUT-DEBT SERV FUND	23,208	-	-	0.0%	151,900	-	-	0.0%
TOTAL EDC DEBT EXPENDITURES	$ 306,132	$ 4,655	$ 30,337	9.9%	$ 323,570	$ 5,008	$ 33,231	10.3%

EDC TOWNCENTER SHOPPING CENTER

EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	ACTUAL MONTH Nov-20	ACTUAL Y-T-D Nov-20	ACTUAL Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-20 MONTH Nov-19	FY ACTUAL FY 2019-20 Y-T-D Nov-19	FY ACTUAL FY 2019-20 Y-T-D % Budget
BUILDING MAINTENANCE	$ 54,195	$ 1,869	$ 6,776	12.5%	$ 54,951	$ 1,846	$ 9,574	17.4%
ELECTRIC SERVICES	5,700	330	665	11.7%	5,700	350	780	13.7%
INSURANCE - PROPERTY	13,000	9,979	9,979	76.8%	13,000	-	9,976	76.7%
SPECIAL SERVICES	9,600	930	1,757	18.3%	6,000	500	1,027	17.1%
TOTAL EDC TOWNCENTER EXPENDITURES	$ 82,495	$ 13,108	$ 19,177	23.2%	$ 79,651	$ 2,696	$ 21,357	26.8%

EDC TOWNCENTER REDEVELOPMENT

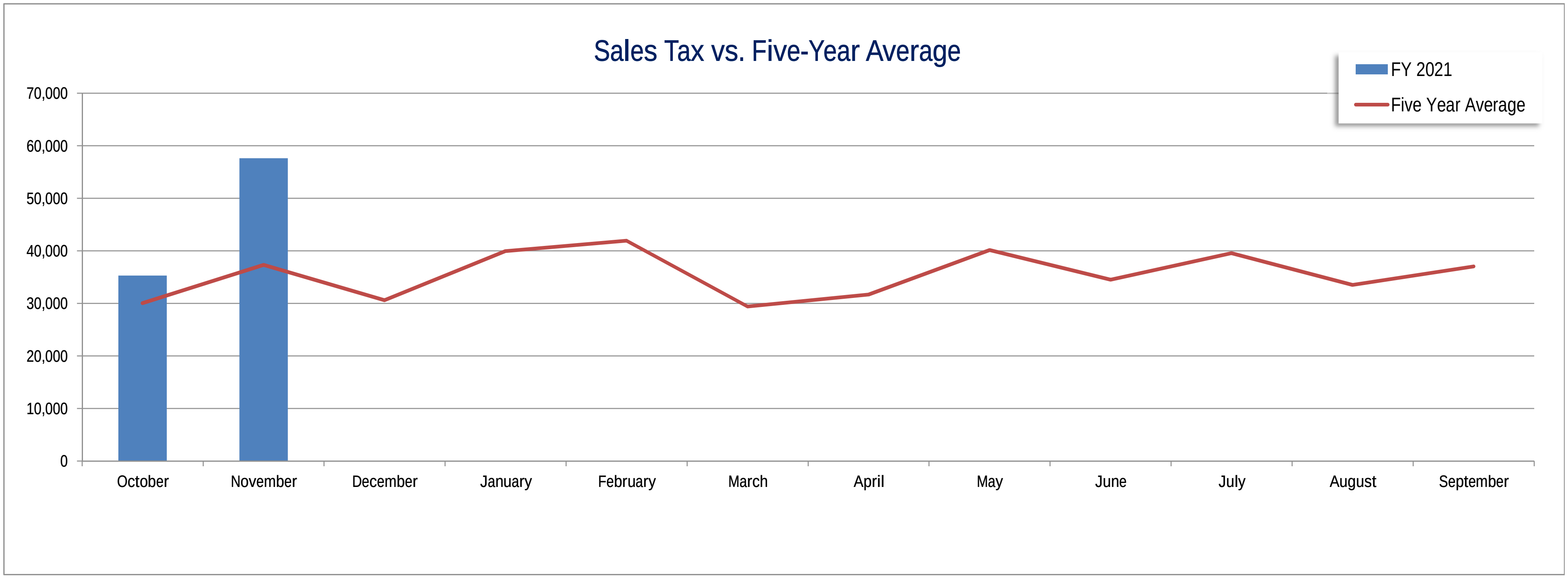
EXPENDITURES	CURRENT FISCAL YEAR BUDGET FY 2020-21 Original Budget	ACTUAL MONTH Nov-20	ACTUAL Y-T-D Nov-20	ACTUAL Y-T-D % Budget	PRIOR FISCAL YEAR BUDGET FY 2019-20 Original Budget	FY ACTUAL FY 2019-20 MONTH Nov-19	FY ACTUAL FY 2019-20 Y-T-D Nov-19	FY ACTUAL FY 2019-20 Y-T-D % Budget
ENGINEERING SERVICES	$ -	$ -	$ -				$ -	
CONSTRUCTION	-		-			-	-	
TOTAL EDC TOWNCENTER REDEVELOPMENT EXPENDITURES	$ -	$ -	$ -		$ -	$ -	$ -	

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-2021 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED NOVEMBER 30, 2020

EDC BOND RESERVE FUND	CURRENT FISCAL YEAR				PRIOR FISCAL YEAR			
	BUDGET	ACTUAL			BUDGET	FY ACTUAL		
	FY 2020-21	MONTH	Y-T-D	Y-T-D	FY 2019-2020	FY 2019-2020		
REVENUES	Original Budget	Nov-20	Nov-20	% Budget	Original Budget	MONTH Nov-19	Y-T-D Nov-19	Y-T-D % Budget
INVESTMENT INCOME	500	12	$ 25		2,000	161	$ 351	
TOTAL REVENUES	$ 500	$ 12	$ 25		$ 2,000	$ 161	$ 351	
EXPENDITURES								
ADMINISTRATION	$ -	-	-			-	-	
TOTAL EXPENDITURES	$ -	$ -	$ -		$ -	$ -	$ -	
Total Revenues Over (Under) Exp	$ 500	$ 12	$ 25		$ 2,000	$ 161	$ 351	
Net Change in Fund Balance	$ 500			$ -	$ 2,000			
Fund Balance Oct 1	128,586				$ 126,586			
Ending Fund Balance	$ 129,086				$ 128,586			

EDC Sales Tax By Month

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
FY2021	35,291	57,626											$ 92,917
FY2020	45,962	39,056	45,450	36,037	64,105	42,654	37,725	49,804	44,467	40,078	45,748	49,172	$ 540,258
FY2019	31,048	38,679	39,362	88,360	45,433	36,033	34,603	46,432	38,783	43,510	36,757	47,143	$ 526,144
FY2018	34,607	38,169	28,985	31,808	54,501	31,672	41,253	43,121	36,295	41,089	39,590	29,697	$ 450,787
FY2017	29,583	38,719	27,285	29,652	35,265	26,215	29,043	33,374	26,747	33,648	16,530	28,850	$ 354,908
FY2016	31,046	39,712	32,662	25,293	38,669	29,196	26,505	38,181	27,906	28,195	29,231	30,459	$ 377,055
FY2015	23,985	31,479	27,515	24,594	35,857	24,104	27,064	39,783	42,821	55,252	48,766	59,232	$ 440,453
FY2014	21,990	29,867	31,661	22,458	32,594	23,228	26,412	31,319	25,832	23,976	28,866	22,659	$ 320,861
FY2013	33,617	31,297	23,446	20,135	30,003	20,791	20,318	32,020	21,136	22,435	27,973	26,025	$ 309,197



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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Approval of the minutes from the December 15, 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_12.15 City Council Regular Meeting DRAFT	2020_12.15 City Council Regular Meeting DRAFT.pdf

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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING VIA VIDEOCONFERENCE
DECEMBER 15, 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

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

II. WORK SESSION

A. WORK SESSION REPORTS

1. Review of applicants, discussion of the board appointment process, and/or discussion of potential appointments to the Board of Adjustment/Building Board of Appeals, Keep Kennedale Beautiful Commission, Kennedale Economic Development Corporation, Parks and Recreation Board, Planning and Zoning Commission, Library Advisory Board, Utility and Infrastructure Board, TownCenter Development District, and the Tax Increment Reinvestment Zone

   After a brief discussion, the consensus of the Council was to schedule interviews of all applicants that the Council was unfamiliar with.

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

In response to a question from Councilmember Mitchell regarding Item IV.F.3., Andrew Friedman of SAMCO Capital stated that the refinancing would be at a fixed interest rate

In response to a question from Councilmember Altom regarding Item IV.F.2., Mayor Johnson stated that his recommendation was to postpone that item, but allow those who would like to speak to do so during this meeting.

III. EXECUTIVE SESSION

The Council did not recess into Executive Session during this meeting.

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 or legal issues regarding the Open Meetings Act*

IV. REGULAR SESSION

Mayor Johnson opened the Regular Session at 5:36 p.m.

A. ROLL CALL

Participating via VideoConference: Mayor Brian Johnson; Josh Altom, Place 1; Gary Mitchell, 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 Attorney Drew Larkin, Director of Finance and Information Technology 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, Administrative Assistant Rosie Ericson;* ***Consultants:*** *Andrew Friedman of SAMCO Capital*

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

   - **Gary Mitchell, Place 2**, thanked the staff for the detailed meeting packets.
   - **Josh Altom, Place 1**, reminded everyone of "Santa Around Town" and thanked staff for their work on this program; and announced that he helped with the Salvation Army's Mayoral Red Kettle Challenge.
   - **Linda Rhodes, Place 4**, thanked frontline personnel for their dedication during these difficult times.
   - **Chad Wandel, Place 5**, wished everyone Merry Christmas and encouraged support of charities including WhenWeLove.org and the local Senior Citizen Angel Tree at Red's Roadhouse.
   - **Mayor Pro Tem Sandra Lee, Place 3**, thanked Sara Bishop Cotton for her work with Senior Outreach Kennedale and encouraged support of the organization; thanked Mayor Johnson for allowing her to help with the Salvation Army's Mayoral Red Kettle Challenge; and thanked staff and Council for their dedication.

2. Updates from the Mayor

   Mayor Brian Johnson thanked Councilmember Altom, Mayor Pro Tem Lee, and Laurie Sanders for volunteering their time for the Salvation Army's Mayoral Red Kettle Challenge; and thanked Mayor Pro Tem Lee for her service and wished her well in her newly-elected role as Constable.

3. Updates from the City Manager

   City Manager George Campbell stated that an announcement was forthcoming regarding the transfer of utility billing and customer service to the City of Arlington, and that staff had begun working on TCEQ requirements necessary to begin purchasing water from the City of Arlington as well.

4. Financial Reports for the City

   Finance Director Lakeita Sutton noted that the final page of the financials showed the usage of the City's CARES Funding allocation thus far and that this information would be included until the funds were exhausted. She added that a portion of public safety salaries would, in fact, be eligible for reimbursement, resulting in a healthier General Fund balance.

E. CONSENT AGENDA

1. Approval of the minutes from the November 17, 2020 special meeting at 5:00 p.m.

2. Approval of the minutes from the November 17, 2020 regular meeting at 5:30 p.m.

3. 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

   Motion Approve. **Action** Approve the Consent Agenda, with a correction to item IV.E.2. to include the actual call to order time as 5:30 p.m. (rather than 5:00 p.m.), **Moved By** Rhodes, **Seconded By** Wandel. **Motion passes unanimously.**

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider appointment of a Mayor Pro Tem

   THIS ITEM WAS TAKEN OUT OF ORDER. IT WAS CONSIDERED IMMEDIATELY FOLLOWING ITEM IV.F.2.

   Motion Approve. **Action** Approve appointment of Chad Wandel as Mayor Pro Tem, **Moved By** Mitchell, **Seconded By** Altom. **Motion passes 4-0-1, with Wandel abstaining.**

   Mayor Johnson thanked Councilmember Lee for her service as Mayor Pro Tem; and congratulated Mayor Pro Tem Chad Wandel on his appointment.

2. Consider approval of an Ordinance, amending Section 22-48 “No Parking Zones” of Chapter 22 “Traffic and Motor Vehicles” of the Kennedale City Code by establishing a no parking, stopping, or standing zone on a portion of Mistletoe Drive (from Paula Lane to Reeves Lane)

   THIS ITEM WAS TAKEN OUT OF ORDER. IT WAS CONSIDERED IMMEDIATELY FOLLOWING THE CONSENT AGENDA, BUT BEFORE ITEM IV.F.1.

   City Manager George Campbell stated that during the November meeting, Council adopted Ordinance 718, allowing staff to update school zone times surrounding James A. Arthur Intermediate and James F. Delaney Elementary schools and officially designating Mistletoe Drive a one-way street. If adopted, the current Ordinance would disallow parking on Mistletoe Drive between Reeves Lane and Paula Lane in efforts to facilitate traffic flow. Campbell added that the Ordinance included in the packet would prohibit parking at all times (rather than only during school zone hours), but that staff had also drafted an Ordinance that would only apply during school days during school zone hours.

   - **Dan Hippman**, *106 W Mistletoe Drive*, spoke in opposition to this item.
   - **Ed Fosman**, *Reeves Lane*, spoke in opposition to this item.
   - **Jonathan Beranek**, *619 Reeves Lane*, spoke in opposition to this item.
   - **Kelly Turner**, *313 Creekwood Court*, spoke in opposition to this item.
   - **David Green***, 201 W Mistletoe Drive,* spoke in opposition to this item.

Mayor Johnson noted that the City is working on sidewalks in the area via the Safe Routes to School Program. Councilmember Altom stated that he had not observed an issue with parking on Mistletoe Drive and would concur with the speakers to discuss this item further with the residents in the area before taking action.

Motion Postpone. **Action** Postpone consideration of an Ordinance amending Section 22-48 "No Parking Zones" of Chapter 22 "Traffic and Motor Vehicles" of the Kennedale City Code by establishing a no parking, stopping, or standing zone on a portion of Mistletoe Drive (from Paula Lane to Reeves Lane), **Moved By** Altom, **Seconded By** Mitchell.

Councilmember Chad Wandel recommended involving a representative from the schools in the continued discussion. City Manager George Campbell echoed the need to include the school district. Councilmember Mitchell thanked those who took time to join the meeting and speak on this item.

Motion to postpone passes unanimously.

3. Consider approval of an Ordinance authorizing the issuance, sale, and delivery of approximately $1,555,000 in aggregate principal amount of City of Kennedale, Texas General Obligation Refunding Bond, Series 2020A; securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of all instruments and procedures related thereto including an escrow agreement, a paying agent/registrar agreement and a purchase contract and investment letter

   Finance Director Lakeita Sutton stated that this item, if approved, would finalize this refunding that was originally presented to Council during the October regular meeting, noting that the actual savings would be more than projected. Andrew Friedman of SAMCO Capital offered a brief presentation showing a savings of $202,364 via refunding.

   Motion Approve. **Action** Approve Ordinance 720, authorizing the issuance, sale, and delivery of approximately $1,555,000 in aggregate principal amount of City of Kennedale, Texas General Obligation Refunding Bond, Series 2020A; securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of all instruments and procedures related thereto including an escrow agreement, a paying agent/registrar agreement and a purchase contract and investment letter, **Moved By** Mayor Pro Tem Chad Wandel, **Seconded By** Altom. **Motion passes unanimously.**

G. PUBLIC HEARINGS

There were no public hearings on this agenda.

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

There was neither action nor discussion at this time.

V. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Rhodes, **Seconded By** Mayor Pro Tem Wandel. **Motion passes unanimously.**

Before adjourning the meeting at 6:23 p.m., Mayor Brian Johnson wished everyone a Merry Christmas, reminding everyone to remain vigilant as COVID-19 cases were at a peak.

APPROVED:

BRIAN JOHNSON, MAYOR

ATTEST:

LESLIE E. GALLOWAY, CITY SECRETARY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Approval of the minutes from the January 5, 2021 special meeting

ORIGINATED BY
Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY
Please see the attached minutes for your approval.

RECOMMENDATION
Approve

ATTACHMENTS

1.	2021_01.05 City Council Special Meeting Board Interviews DRAFT	2021_01.05 City Council Special Meeting Board Interviews DRAFT.pdf

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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING VIA VIDEOCONFERENCE
JANUARY 5, 2021 at 5:00 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 Pro Tem Chad Wandel called the meeting to order at 5:13 p.m.

A. Roll Call

Participating via VideoConference: Mayor Brian Johnson (arrived at 5:35 p.m.); Josh Altom, Place 1; Linda Rhodes, Place 4; Mayor Pro Tem Chad Wandel, Place 5; **Absent:** Gary Mitchell, Place 2 (Note: Place 3 is currently vacant). ***Staff Participating via VideoConference:*** *City Manager George Campbell, Public Works Director Larry Hoover, Library Director Amanda King, Director of Planning and Economic Development Melissa Dailey, Administrative Assistant Rosie Ericson*

II. WORK SESSION

A. Conduct interviews of applicants for various advisory boards and commissions

At this time, the Council interviewed the following: Myron Jones, Derrill "Chad" McConnell, Derrick Rubin, Marcel Terry, James "Mark" Green, Joann Huckabee, Andrew Malkowski, Julie Jacobson, Core Hines, Gerry "Alex" Daniels, and Kimberly Courtney.

III. ADJOURNMENT

Mayor Brian Johnson thanked the applicants for taking the time to interview; and offered his condolences for the passing of Carolyn Williamson's husband, Kenneth Williamson.

Motion Adjourn. **Action** Adjourn, **Moved By** Mayor Pro Tem Wandel, **Seconded By** Altom. **Motion passes unanimously.**

Mayor Johnson adjourned the meeting at 7:11 p.m.

APPROVED:

BRIAN JOHNSON, MAYOR

ATTEST:

LESLIE E. GALLOWAY, CITY SECRETARY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Approval of a Resolution 579 calling the General Election for Saturday, May 1, 2021

ORIGINATED BY
Leslie E. Galloway, City Secretary & Communications Coordinator

SUMMARY
The attached Resolution is an ordering of the General Election on Saturday, May 1, 2021. City Council Places 1, 3, and 5 will appear on the ballot. Candidate Packets are now available online (cityofkennedale.com/candidatepacket) and in the City Secretary's Office. The filing period is from 8:00 a.m. Wednesday, January 13 through 5:00 p.m. Friday, February 12, 2021, during regular office hours. As City Hall is currently closed to unscheduled public access, anyone wishing to obtain a candidate packet or file paperwork can leave a message at 817-985-2104 and staff will contact them to answer any questions and/or make arrangements to meet. More information is available at cityofkennedale.com/election.

The City of Kennedale contracts with Tarrant County for election purposes. There have been no significant changes to the contract with Tarrant County since it was made in 2010. A calendar of local dates is attached. The official election calendar published by the Texas Secretary of State is available at www.sos.state.tx.us/elections/laws/advisory2020-37.shtml. Dates of importance for the upcoming General Election include:

- Wednesday, January 13, 2021: First day to file an 'Application for a Place on Ballot'
- Friday, February 12, 2021: Deadline to file an 'Application for a Place on Ballot' (must be received by 5:00 pm); last day for the governing body of a municipality to order a General and/or Special Election
- Friday, February 19, at 11:30 a.m.: Drawing to determine order of names on the ballot
- Thursday, April 1, 2021: Last day to register to vote in this election
- April 19 through April 27, 2021: Early Voting
- **Saturday, May 1, 2021 - ELECTION DAY 7:00 a.m. to 7:00 p.m.**
- May 4-12, 2021: Period for official canvass* of returns and oaths of office of newly elected officers, unless runoff is necessary
- June 8, 2021: Runoff Election, if necessary (Because the City of Kennedale elects by majority, a candidate must receive more than 50% of the votes cast to be considered elected.)

**NOTE: As the Council's regular meeting in May would be Tuesday, May 18, either that meeting will need to be moved up one week or a special meeting will need to be called for the purpose of canvassing. Council direction regarding this matter is respectfully requested. Tarrant County Elections requests that canvassing be scheduled for either Tuesday, May 11, or Wednesday, May 12, 2021.*

RECOMMENDATION
Approve

ATTACHMENTS

1.	R579 Calling 2021 General Election	R579 Calling 2021 General Election.pdf
2.	May 1 Local Election Dates	May 1 Local Election Dates.pdf

RESOLUTION NO. 579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 1, 2021; APPROVING A JOINT ELECTION WITH TARRANT COUNTY; ESTABLISHING PROCEDURES FOR THAT ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the regular election for City Council of the City of Kennedale is required to be held on May 1, 2021, at which time the voters will elect persons to fill the offices of City Council Places 1, 3, and 5; and

WHEREAS, the election will be held as a joint election, conducted under the authority of Chapter 271 of the Texas Election Code (the "Code"); and

WHEREAS, by this Resolution, it is the intention of the City Council to designate a polling place for the election, to appoint the necessary election officers, to establish and set forth procedures for conducting the election, and to authorize the Mayor to execute a contract with Tarrant County for conducting the election.

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

SECTION 1. GENERAL ELECTION CALLED.

An election is hereby called to elect the offices of City Council Places 1, 3, and 5 to serve from May of 2021 until May of 2023, or until their successors are duly elected and qualified. The election shall be held on Saturday, May 1, 2021, between the hours of 7:00 a.m. and 7:00 p.m. at Kennedale Community Center (in the Kennedale Public Library), 316 W. 3rd Street, Kennedale, Texas 76060.

SECTION 2. JOINT ELECTION AGREEMENT APPROVED.

The Mayor is authorized to execute a Joint Election Agreement (the "Agreement") with Tarrant County for the purpose of having Tarrant County furnish all or any portion of the election services and equipment needed to conduct the election. The Agreement and election services provided therein shall conform to Chapter 31, Subchapter D of the Code and other applicable statutes and laws. In the event of conflict between this resolution and the Agreement, the Agreement shall control.

SECTION 3. APPLICATION FOR PLACE ON BALLOT.

Qualified persons may file as candidates by filing applications in the office of the City Secretary from 8:00 a.m. to 5:00 p.m., Monday through Friday, from January 13, 2021 through February 12, 2021.

SECTION 4. EARLY VOTING.

a. **Early voting by personal appearance.** Early voting by personal appearance shall be conducted beginning April 19, 2021, and continue through April 27, 2021, at the Kennedale Community Center (in the Kennedale Public Library), 316 W. 3rd Street, Kennedale, Texas 76060, at the following times:

MONDAY, APRIL 19, 2021	8:00 A.M. – 5:00 P.M.
TUESDAY, APRIL 20, 2021	8:00 A.M. – 5:00 P.M.
WEDNESDAY, APRIL 21, 2021	8:00 A.M. – 5:00 P.M.
THURSDAY, APRIL 22, 2021	8:00 A.M. – 5:00 P.M.
FRIDAY, APRIL 23, 2021	8:00 A.M. – 5:00 P.M.
SATURDAY, APRIL 24, 2021	7:00 A.M. – 7:00 P.M.
SUNDAY, APRIL 25, 2021	11:00 A.M. – 4:00 P.M.
MONDAY, APRIL 26, 2021	7:00 A.M. – 7:00 P.M.
TUESDAY, APRIL 27, 2021	7:00 A.M. – 7:00 P.M.

Branch offices for early voting by personal appearance shall also be established as outlined in the Joint Election Agreement with Tarrant County.

b. **Early Voting by Mail.** Heider Garcia, the Tarrant County Elections Administrator, or his successor, acting pursuant to Texas Government Code §601.002 ("Election Administrator"), is hereby designated as Early Voting Clerk for the election. Applications for early voting by mail may be delivered not later than the close of business on April 20, 2021 to the Election Administrator in any of the following ways: via mail to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas 76161-0011; via courier or hand delivery to Tarrant County Elections, 2700 Premier St., Fort Worth, Texas 76111-3011; via fax to 817-850-2344; or via email to votebymail@tarrantcounty.com.

c. **Early Voting Ballot Board.** Early voting, both by personal appearance and by mail, shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Agreement.

SECTION 5. APPOINTMENT OF ELECTION JUDGE AND ALTERNATE ELECTION JUDGE.
The Presiding Election Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Code.

SECTION 6. METHOD OF VOTING; COSTS.

The Joint Election Agreement shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures to conduct the election. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

SECTION 7. GOVERNING LAW AND QUALIFIED VOTERS.

The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

SECTION 8. PUBLICATION AND POSTING OF NOTICE OF ELECTION.

Notice of the election shall be given as required by Chapter 4 of the Code.

SECTION 9. SUBMISSIONS TO THE UNITED STATES JUSTICE DEPARTMENT.

Tarrant County is authorized to make such submissions as are necessary to the United States Justice Department to seek pre-clearance for any changes in voting practices as authorized by the Voting Rights Act of 1965, as amended.

SECTION 10. NECESSARY ACTIONS.

The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 11. RUNOFF ELECTION.

The Council hereby orders that, following the canvass of the May 1, 2021 election, any runoff election required shall be held in accordance with Section 2.025(a) of the Code, and on a date as agreed to between the City of Kennedale and Tarrant County Elections Administration.

SECTION 12. EFFECTIVE DATE.

This resolution shall be effective upon its adoption.

PASSED AND APPROVED THIS 19th DAY OF JANUARY, 2021.

APPROVED:

____

MAYOR, BRIAN JOHNSON

[CITY SEAL

ATTEST:

____

CITY SECRETARY, LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____

CITY ATTORNEY, DREW LARKIN

MAY 1, 2021 ELECTION CALENDAR (LOCAL)

1/13/2021	First day to file an 'Application for Place on the Ballot' (**PAGES 16 – 19**, SOS Form 2-21). **NOTE:** *Need not be an official form. Can be any written application meeting these requirements: sos.texas.gov/elections/laws/candidacy.shtml). The official form is provided for candidates' convenience, however.*
2/12	**5:00 p.m. DEADLINE for filing an 'Application for Place on the Ballot'** (**PAGES 16 – 19**, SOS Form 2-21) *The City Secretary's office is allotted five (5) days to review applications (Election Code §141.032). Candidates are encouraged to file at a time and date early enough to allow for this review and corrections or refiling, if necessary.*
2/19	Drawing to determine order of names on ballot: 11:30 a.m. in City Hall (405 Municipal Drive) *Candidates and/or their representatives are encouraged (but not required) to be present for the drawing.*
2/19	Last day for candidate to withdraw (and have name omitted from ballot); Must be received in writing by 5:00 p.m.
4/1	**CAMPAIGN FINANCE*:** FIRST REPORT of Campaign Contributions and Expenditures (**PAGES 61 – 77**, FORM C/OH: https://www.ethics.state.tx.us/data/forms/coh/coh.pdf) (Filing Schedule: https://www.ethics.state.tx.us/data/filinginfo/schedules/s21uniform.pdf) Due by 5:00 p.m. in the City Secretary's Office (405 Municipal Drive, Kennedale, TX 76060)
4/1	Last day a person may register to vote in this election
4/19–27	**EARLY VOTING**: Hours shown below
4/23	**CAMPAIGN FINANCE***: SECOND REPORT (**PAGES 63 – 79**, FORM C/OH: https://www.ethics.state.tx.us/data/forms/coh/coh.pdf) (Filing Schedule: https://www.ethics.state.tx.us/data/filinginfo/schedules/s21uniform.pdf) Due by 5:00 p.m. in the City Secretary's Office (405 Municipal Drive, Kennedale, TX 76060)
5/1	**ELECTION DAY: Polls are open from 7:00 a.m. to 7:00 p.m.**; **NOTE:** Under the 'Vote Center' model, registered voters in Tarrant County can now vote at any polling place within the County both during Early Voting and on Election Day. (cityofkennedale.com/vc). Voters can verify registration status at gisit.tarrantcounty.com/TCVL.
5/12	Last day for official canvass of returns by governing authority of political subdivision (City Council); By or on this date, winners will be declared and sworn into office for two-year terms (unless a runoff election is necessary)
6/8	Runoff election, if necessary. (Runoff Early Voting Period: May 28 – June 4) **NOTE:** *The City of Kennedale elects by majority. A candidate must receive more than 50% of the votes cast for that office.*
7/15	**CAMPAIGN FINANCE†:** SEMIANNUAL REPORT (**PAGES 63 – 79**, FORM C/OH) Due by 5:00 p.m. in the City Secretary's Office (405 Municipal Drive, Kennedale, TX 76060)
1/15/2022	**CAMPAIGN FINANCE†:** SEMIANNUAL REPORT (**PAGES 63 – 79**, FORM C/OH) Due by 5:00 p.m. in the City Secretary's Office (405 Municipal Drive, Kennedale, TX 76060)

* Opposed candidates not filing under 'Modified Reporting' must file Form C/OH (ethics.state.tx.us/data/forms/coh/coh.pdf) both 30 days before and 8 days before the Election. A candidate who has elected (and remains eligible for) "Modified Reporting" (on form CTA) is not required to file these reports. If 'Modified Reporting' was not selected, these must be filed even if there is no activity to report for the period covered. **NOTE:** The threshold below which a candidate (or political committee) may avoid certain filing requirements (via 'Modified Reporting') has increased to $930.00 (from $500.00).

† Semiannual Reports are generally required on January 15 and July 15 for all active candidates and officeholders, regardless of their 'Modified Reporting' status. If required, these reports must be filed even if there is no activity to report for the period covered.

MAY 1, 2021 GENERAL ELECTION

EARLY VOTING	
Monday, April 19 – Friday, April 23	8:00 a.m. – 5:00 p.m.
Saturday, April 24, 2020	7:00 a.m. – 7:00 p.m.
Sunday, April 25, 2020	11:00 a.m. – 4:00 p.m.
Monday April 26 – Tuesday, April 27	7:00 a.m. – 7:00 p.m.
ELECTION DAY	
Saturday, May 1	7:00 a.m. – 7:00 p.m.

NOTE: Previously, you could vote at any Tarrant County polling place during Early Voting, but could only vote at your precinct polling location on Election Day. However, under the recently adopted 'Vote Center' model, Tarrant County voters can now vote at any polling place in the County both during Early Voting and on Election Day. Visit **cityofkennedale.com/vc** for details.

CITY OF KENNEDALE
City Secretary Leslie E. Galloway 817-985-2104
citysecretary@cityofkennedale.com
www.cityofkennedale.com/citysec

TARRANT COUNTY
Tarrant County Elections 817-831-8683
access.tarrantcounty.com/en/elections.html
Kennedale contracts with the County for election services.

STATE OF TEXAS
Secretary of State (SOS) 800-252-8683
sos.state.tx.us/elections/index.shtml
Texas Ethics Commission (TEC) 512-463-5800
ethics.state.tx.us (**NOTE:** You are a Local Filer)

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Receive the 2020 Racial Profiling Report from the Police Department

ORIGINATED BY
Tommy Williams, Police Chief

SUMMARY
As required by State Senate Bill 1074 (77th Texas Legislative Session), this annual report is being presented to Council for review and will be uploaded to the Texas Commission on Law Enforcement (TCOLE) website for public access no later than March 1. Council can review the full 2020 Kennedale Police Department Racial Profiling Report at www.cityofkennedale.com/RPR (large PDF).

This year's report conforms to the Sandra Bland Act, which explicitly outlaws the practice of pretext stops and raises the burden of proof needed to both stop and search vehicles in the State of Texas.

Our report was completed by Dr. Alex del Carmen of Del Carmen and Associates, a leading expert on the subject matter of racial profiling and reporting requirements.

RECOMMENDATION
No specific action is required by the City Council other than to receive the report.

ATTACHMENTS

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STAFF REPORT

TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Authorize City Manager to negotiate, finalize, and execute a Possession and Use Agreement and other documents to effectuate a sale of a portion of 6713 Oak Crest Drive West to the State of Texas

ORIGINATED BY
George Campbell, City Manager

SUMMARY
The Kennedale Economic Development Corporation (EDC) currently owns the lot addressed as 6713 Oak Crest Drive West in Kennedale. The lot includes a total of 1.219 acres. The State of Texas is in the process of acquiring necessary properties for the construction of the IH-20/820 Interchange referred to as the Southeast Connector.

A total of 0.096 acres of the frontage of this lot is required for the TxDOT project.

Following an appraisal by Integra Realty, the EDC has received an offer of $18,725 for the 0.096 acres required acquisition by TxDOT. A copy of the offer letter (dated November 25, 2020) and the Possession and Use Agreement being requested are attached. The full appraisal report can be provided upon request.

Please contact City Manager George Campbell if you would like a copy sent to you for review.

RECOMMENDATION
Staff Recommends approval of the Possession and Use Agreement and acceptance of the purchase offer of $18,725. The Economic Development Corporation (EDC) Board, at their meeting on December 17, 2020, also recommended approval by the City Council for the City Manager to negotiate, finalize, and execute the documents necessary to sell the property as proposed to the State of Texas.

ATTACHMENTS

1.	6713 Oak Crest Drive W - Offer Letter	6713 Oak Crest Drive W - Offer Letter.pdf
2.	6713 Oak Crest - Possession and Use Agreement for Transportation purposes	6713 Oak Crest - Possession and Use Agreement for Transportation purposes.pdf

November 25, 2020

County: Tarrant
Federal Project No.: N/A
Highway: IH 20

ROW CSJ: 0008-13-241
Parcel: 054
From: IH-20/820 Interchange
To: Forest Hill Drive

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7019 0700 0000 0889 6148

Kennedale Economic Development Corporation, a Texas non-profit corporation
405 Municipal Drive
Kennedale, Texas 76060

Dear Property Owner,

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the State's negotiator, Darlene Snow, a portion of your property located at 6713 Oak Crest Drive West, Kennedale, Texas 76140, Tarrant County, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the State is authorized to offer you **$18,725.00** for your property, which includes **$18,725.00** for the property to be purchased, **$0.00** for the improvements, and **$0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the State. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the real property by eminent domain.

Improvement	Amount to be Subtracted if Retained
N/A	N/A

If you wish to accept the offer based upon this appraisal, please contact **Darlene Snow** as soon as possible, at **(972) 732-2023** or by email at **Darlene.Snow@hdrinc.com**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, <u>provided such settlement request is received in writing within 30 days from the date of this letter</u>. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the State shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact **Darlene Snow** at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,
HDR Engineering, Inc.

Kim Hiebert, SR/WA
Project Manager

ENCLOSURES:
Appraisal Report(s) dated November 10, 2020 prepared by Alan Pursley
Acknowledgment of Receipt of Appraisal
Landowner Bill of Rights
Acknowledgment of Receipt of Landowner Bill of Rights
Informational Notice to Owner
Brochure ("Right of Way Purchase")
Information About Brokerage Services
Conveyance Document and Survey
Possession and Use with Incentive letter and Agreement

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	**§**	ROW CSJ: 0008-13-241
	§	Parcel No.: 054
COUNTY OF TARRANT	**§**	Project No.: N/A

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and Kennedale Economic Development Corporation, a Texas non-profit corporation (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. IH 20 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Possession and Use Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of Zero Dollars ($0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0.00% percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the

State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of Three Thousand and no/100 Dollars (3,000.00), the receipt and sufficiency of which is acknowledged. The offer of additional consideration will remain valid until the expiration of the Final Offer Letter. The parties agree that the sum tendered under this Paragraph 3:

   (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
   (ii) will not be refunded to the State upon any acquisition of the Property by the State.

4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.

9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The

Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes title to the Property.

12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners’ award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

<u>GRANTOR:</u>
Kennedale Economic Development Corporation, a Texas non-profit corporation

____
Signature

____
Printed Name

____
Title

____
Date

Corporate Acknowledgment

State of Texas
County of _________________________

This instrument was acknowledged before me on ____

by____, ____________________________________

of ____

, a____, on behalf of said entity.

____
Notary Public's Signature

Being 0.096 acres of land, more or less, situated in the County of Tarrant, State of Texas, and being out of the David Strickland Survey, Abstract Number 1376, and being a portion of a tract of land described in the deed to Kennedale Economic Development Corporation, recorded in Instrument Number D212001766 of the Official Public Records, Tarrant County, Texas, (O.P.R.T.C.T.), and being a portion of Lots 4, 19, and 20, Block 7 of Oak Crest, an addition to the City of Kennedale, Tarrant County, Texas, recorded in Volume 388-C, Page 81 of the Plat Records, Tarrant County, Texas (P.R.T.C.T.), which 0.096 acres of land, more or less, is more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said Lot 19 and the northeast corner of a tract of land described in the deed to Kevin Khorrami, recorded in Instrument Number D209225758 of said O.P.R.T.C.T. and Lot 18 of said Block 7, also being an angle point in the west line of said Kennedale Economic Development Corporation tract and Lot 5 of said Block 7;

THENCE North 80°24’23” West, along the west line of said Kennedale Economic Development Corporation tract and said Lot 19 and the north line of said Khorrami tract and said Lot 18, a distance of 125.83 feet to a 5/8 inch iron rod with yellow plastic cap stamped “SAM LLC” set for corner in the proposed south right-of-way line of Interstate 20 (I-20), a variable width right-of-way, for the **POINT OF BEGINNING**, at I-20 baseline Sta. 245+24.91, 262.74 feet right and having Texas State Plane Coordinate System, N.A.D. 83 (2010), North Central Zone (4202), surface coordinates of North 6,927,174.26, East 2,355,448.67;

1) **THENCE** North 80°24’23” West, along the west line of said Kennedale Economic Development Corporation tract and said Lot 19 and the north line of said Khorrami tract and said Lot 18, a distance of 34.15 feet to a TxDOT Type II Monument with Brass Cap found for the southwest corner of said Kennedale Economic Development Corporation tract and said Lot 19 and the northwest corner of said Khorrami tract and said Lot 18, also being in the existing south right-of-way line of said I-20;

2) **THENCE** North 59°31’35” East, along the existing south right-of-way line of said I-20 and the north line of said Kennedale Economic Development Corporation tract and said Lot 19, a distance of 124.20 feet to a TxDOT Type II Monument with Brass Cap found for an angle point in the north line of said Kennedale Economic Development Corporation tract, also being in the north line of said Lot 19 and the south line of said Lot 20;

3) **THENCE** North 65°43’35” East, along the existing south right-of-way line of said I-20 and the north line of said Kennedale Economic Development Corporation tract, passing a TxDOT Type II Monument with Brass Cap found in the east line of said Lot 20 and the west line of said Lot 4 at a distance of 103.47 feet, continuing along the existing south right-of-way line of said I-20 and the north line of said Kennedale Economic Development Corporation tract, for a total distance of 145.77 feet to a 5/8 inch iron rod with pink plastic cap stamped “TxDOT Survey Marker Right Of Way” set** for the beginning of a curve to the right in the proposed south right-of-way line of said I-20;

4) **THENCE** along the proposed south right-of-way line of said I-20 and across said Kennedale Economic Development Corporation tract and said Lot 4, with the arc of said curve to the right, passing a calculated point in the west line of said Lot 4 and the east line of said Lot 20 at an arc length of 51.59 feet, continuing along the proposed south right-of-way line of said I-20 and across said Kennedale Economic Development Corporation tract and said Lot 20, passing a calculated point in the west line of said Lot 20 and the east line of said Lot 19 at an arc length of 119.45 feet, continuing along the proposed south right-of-way line of said I-20 and said Kennedale Economic Development Corporation tract and across said Lot 19 for a total arc length of 127.67 feet, through a central angle of 04°53’46”, having a radius of 1,494.06 feet, and whose chord bears South 56°53’31” West, a distance of 127.63 feet to a 5/8 inch iron rod with pink plastic cap stamped “TxDOT Survey Marker Right Of Way” set** for the end of said curve;

5) **THENCE** South 59°20’24” West, continuing along the proposed south right-of-way line of said I-20 and across said Kennedale Economic Development Corporation tract and said Lot 19, a distance of 115.48 feet to the **POINT OF BEGINNING,** containing 4,161 square feet (0.096 acres) of land, more or less.

IN ADDITION, an Access Denial line delineating a denial of access to the transportation facility from the adjacent property as defined, being along the existing south right-of-way line of said I-20 and the north line of said Kennedale Economic Development Corporation tract and said Lot 4, Block 7. Said Access Denial Line being more described as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said Kennedale Economic Development Corporation tract and of Lot 5 of said Block 7 and the northeast corner of a tract of land described in the deed to Jerry W. Bacon, recorded in Volume 8332, Page 1875 of the Deed Records, Tarrant County, Texas, (D.R.T.C.T.) and Lot 6 of said Block 7, also being in the existing west right-of-way line of Lindale Road, a 50 foot wide right-of-way;

THENCE North 06°19’44” West, along the east line of said Kennedale Economic Development Corporation tract and said Lot 5 and the existing west right-of-way line of said Lindale Road, passing a calculated point for the northeast corner of said Lot 5 and the southeast corner of said Lot 4 at a distance of 85.00 feet, and continuing along the east line of said Kennedale Economic Development Corporation tract and said Lot 4 and the existing west right-of-way line of said Lindale Road for a total distance of 166.50 feet to a calculated point for the beginning of a curve to the right;

THENCE continuing along the east line of said Kennedale Economic Development Corporation tract and said Lot 4 and the existing west right-of-way line of said Lindale Road, with the arc of said curve to the right, an arc length of 18.20 feet, through a central angle of 06°16’50”, having a radius of 166.04 feet, and whose chord bears North 04°28’45” West, a distance of 18.19 feet to a MAG Nail found for the end of said curve and the northeast corner of said Kennedale Economic Development Corporation tract and said Lot 4, also being at the intersection of said existing west right-of-way line of said Lindale Road and the existing south right-of-way line of said I-20, for the **POINT OF BEGINNING** of this Access Denial Line being located 353.58 feet right of baseline station 248+14.44;

1) **THENCE** South 89°03’35” West, along the existing south right-of-way line of said I-20 and the north line of said Kennedale Economic Development Corporation tract and said Lot 4, a distance of 41.20 feet to a 5/8 inch iron rod with pink plastic cap stamped “TxDOT Survey Marker Right Of Way” set** for an angle point in the north line of said Kennedale Economic Development Corporation tract, said existing south right-of-way line of said I-20 and said Access Denial Line;

2) **THENCE** South 65°43’35” West, continuing along the existing south right-of-way line of said I-20, said Access Denial Line and the north line of said Kennedale Economic Development Corporation tract, a distance of 14.16 feet to a 5/8 inch iron rod with aluminum cap stamped “TxDOT ACCESS DENIAL” set for the end of the Access Denial Line.

NOTE: Survey sketch to accompany this legal description.

NOTE: Bearings are based on NAD 83 Datum, Texas State Plane Coordinate System, North Central Zone, with all distances and coordinates adjusted to surface by project surface factor of 1.00012.

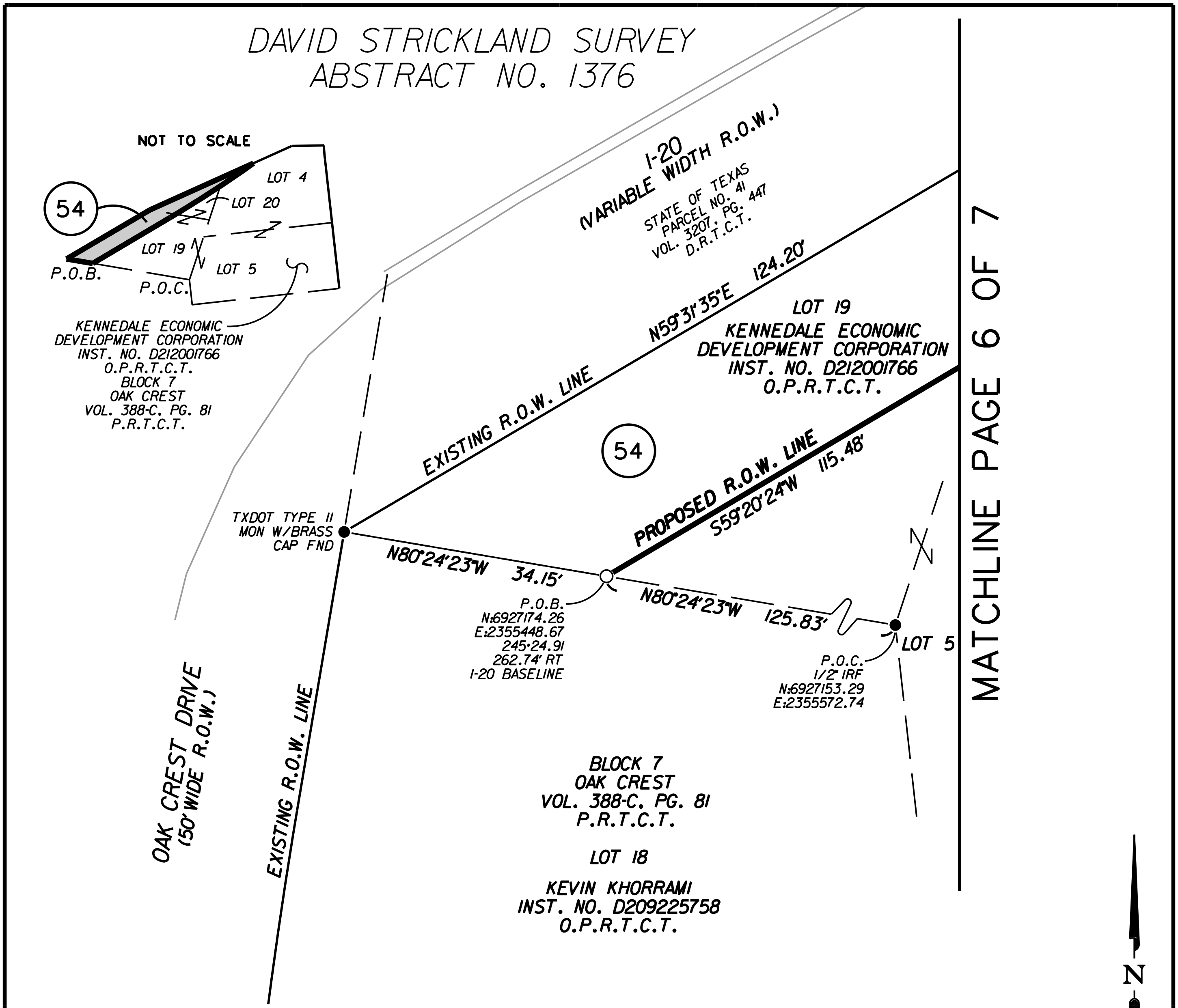
Access is prohibited across the "Access Denial Line" to the transportation facility from the adjacent property.

** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

That I Eric A. Kreiner, a Registered Professional Land Surveyor in the State of Texas, hereby states that this survey was made from an actual on the ground survey made in June, 2020 under my supervision, that all monuments exist as shown hereon and this survey substantially conforms with the current professional and technical standards as set forth by the Texas Board of Professional Land Surveying.

STATE OF TEXAS
REGISTERED
ERIC A. KREINER
5320
PROFESSIONAL
LAND SURVEYOR
07/24/20

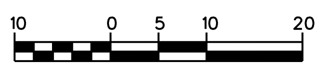
Eric A. Kreiner
Registered Professional Land Surveyor
TBPLS Firm 1064300
Surveying And Mapping, LLC (SAM)
1301 W. Mockingbird Lane, Suite 400W
Dallas, Texas 75247



Legal description to accompany this survey sketch.

NOTE: Basis of bearing is the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (NAD 83)(2010), with all distances and coordinates adjusted to surface by project surface factor of 1.00012.

Access is prohibited across the "ACCESS DENIAL LINE" to the transportation facility from the adjacent property.



GRAPHIC SCALE
SCALE: 1" = 20'
TARRANT COUNTY, TEXAS

LEGEND

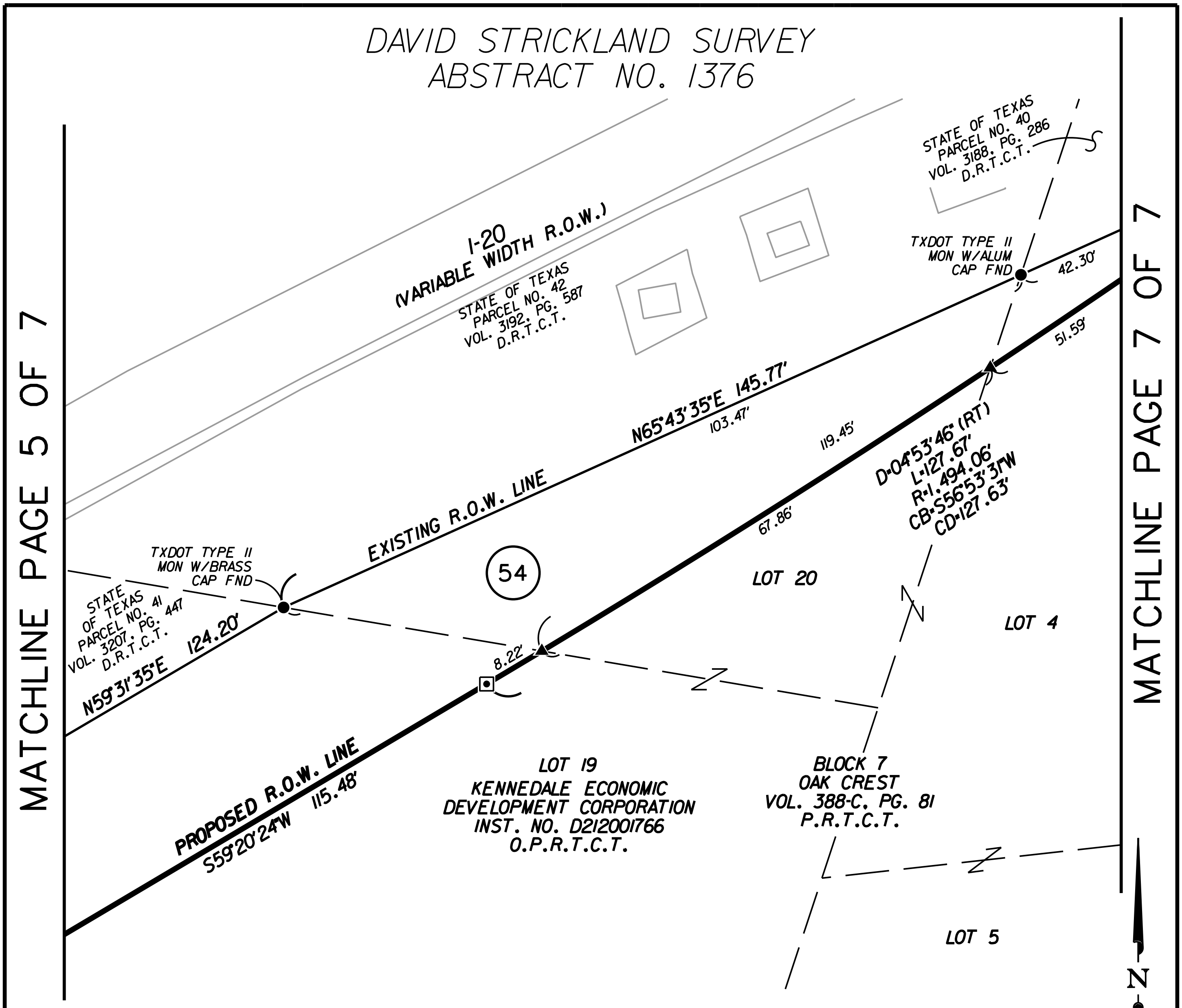
- ○ = 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "SAM LLC" SET, PK NAIL SET OR X-CUT SET
- ⊡ = 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY" SET, MAY BE REPLACED W/TYPE II MONUMENT AT THE END OF CONSTRUCTION
- ⊗ = 5/8" IRON ROD SET WITH CAP STAMPED "TXDOT ACCESS DENIAL"
- ● = MARKER FOUND "AS NOTED"
- ▲ = CALCULATED POINT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TX.
- D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TX.
- P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TX.
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- ℙ = PROPERTY LINE
- Ꞩ = SURVEY LINE
- ↘ = FEE HOOK
- —‖‖— = ACCESS DENIAL LINE (A.D.L.)

PARCEL 54

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

0.096 ACRE

PAGE	STATE	DIST.	COUNTY	HIGHWAY NO.
PAGE 5 OF 7	TEXAS	FTW	TARRANT	I-820
		CONT.	SECT.	JOB
	CCSJ	0008	13	206
	RCSJ	0008	13	241



Legal description to accompany this survey sketch.

NOTE: Basis of bearing is the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (NAD 83)(2010), with all distances and coordinates adjusted to surface by project surface factor of 1.00012.

Access is prohibited across the "ACCESS DENIAL LINE" to the transportation facility from the adjacent property.

10 0 5 10 20
GRAPHIC SCALE
SCALE: 1" = 20'
TARRANT COUNTY, TEXAS

LEGEND

- ○ = 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "SAM LLC" SET, PK NAIL SET OR X-CUT SET
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- ⊗ = 5/8" IRON ROD SET WITH CAP STAMPED "TXDOT ACCESS DENIAL"
- ● = MARKER FOUND "AS NOTED"
- ▲ = CALCULATED POINT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TX.
- D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TX.
- P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TX.
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- ℄ = PROPERTY LINE
- S = SURVEY LINE
- ↘ = FEE HOOK
- —ǁǀ— = ACCESS DENIAL LINE (A.D.L.)

PARCEL 54

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

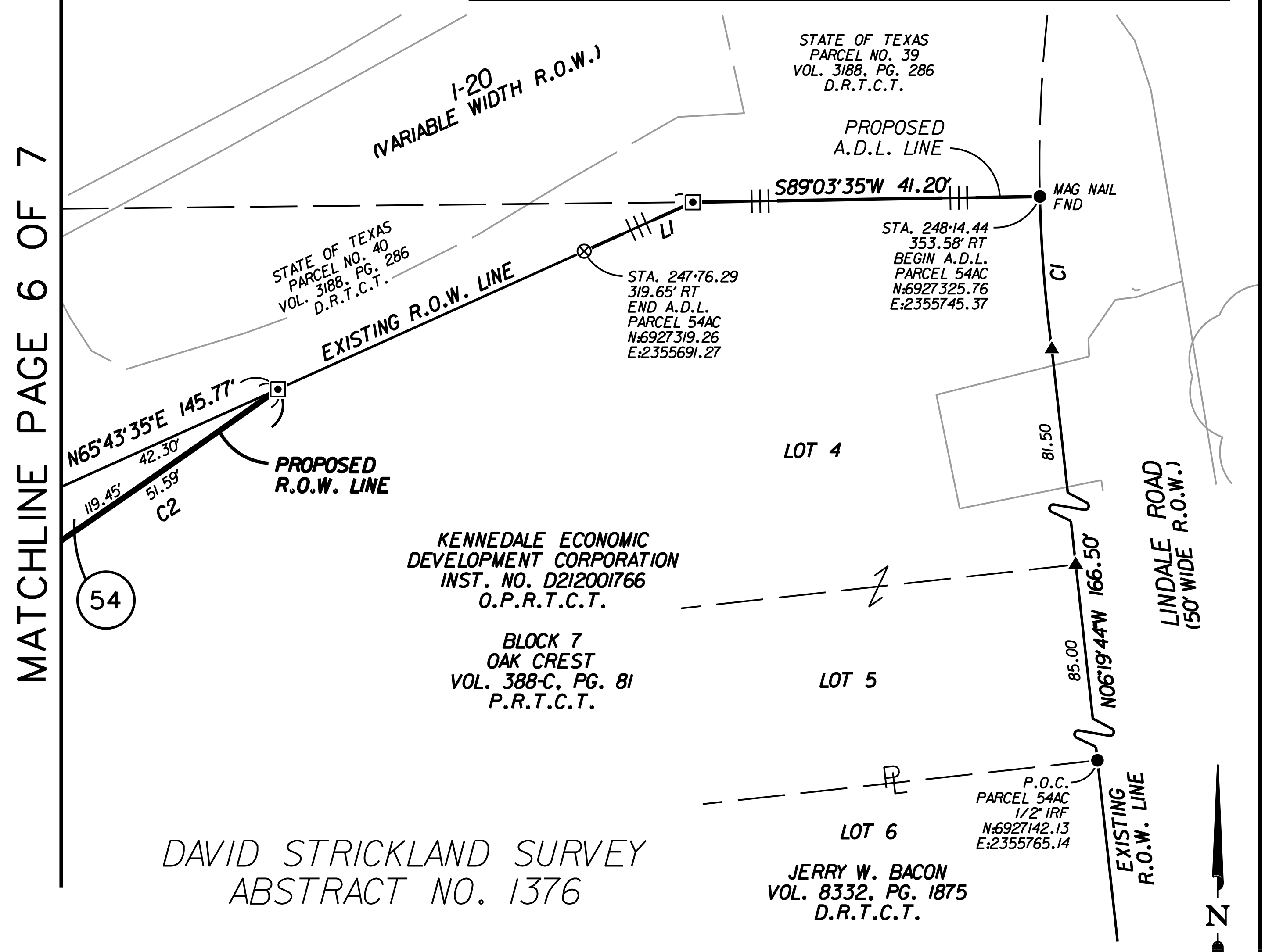
0.096 ACRE

PAGE	STATE	DIST.	COUNTY	HIGHWAY NO.
PAGE 6 OF 7	TEXAS	FTW	TARRANT	I-820

	CONT.	SECT.	JOB
CCSJ	0008	13	206
RCSJ	0008	13	241

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S65°43'35"W	14.16'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	06°16'50" (RT)	18.20'	166.04'	N04°28'45"W	18.19'
C2	04°53'46" (RT)	127.67'	1,494.06'	S56°53'31"W	127.63'



Legal description to accompany this survey sketch.

NOTE: Basis of bearing is the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (NAD 83)(2010), with all distances and coordinates adjusted to surface by project surface factor of 1.00012.

Access is prohibited across the "ACCESS DENIAL LINE" to the transportation facility from the adjacent property.

10 0 5 10 20

GRAPHIC SCALE
SCALE: 1" = 20'
TARRANT COUNTY, TEXAS

LEGEND

- ○ = 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "SAM LLC" SET, PK NAIL SET OR X-CUT SET
- ⊡ = 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY" SET, MAY BE REPLACED W/TYPE II MONUMENT AT THE END OF CONSTRUCTION
- ⊗ = 5/8" IRON ROD SET WITH CAP STAMPED "TXDOT ACCESS DENIAL"
- ● = MARKER FOUND "AS NOTED"
- ▲ = CALCULATED POINT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TARRANT COUNTY, TX.
- D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TX.
- P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TX.
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- ℙ = PROPERTY LINE
- 𝕊 = SURVEY LINE
- ↘ = FEE HOOK
- —+++— = ACCESS DENIAL LINE (A.D.L.)

STATE OF TEXAS
REGISTERED
ERIC A. KREINER
5320
PROFESSIONAL
LAND SURVEYOR
07/24/20
TBPLS FIRM# 10064300

PARCEL 54
KENNEDALE ECONOMIC DEVELOPMENT CORPORATION
0.096 ACRE

PAGE	STATE	DIST.	COUNTY	HIGHWAY NO.
PAGE 7 OF 7	TEXAS	FTW	TARRANT	I-820
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
Consider approval of a Performance Agreement and Contract of Sale related to the property located at 600 W. Kennedale Parkway, and authorize the City Manager to execute the agreements

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY
Per prior Economic Development Corporation (EDC) Board discussion and direction, staff has worked with GBOH, Inc. and the City Attorney to develop a Purchase and Sale Agreement and an Economic Development and Performance Agreement for the development of 600 W Kennedale Parkway.

Key elements of these agreements are:

- Sale of the approximately 2-acre property at 600 W Kennedale Parkway for $5,000 in return for the developer building upon it 16 single family small bungalow homes, a pocket park, and either welcome signage or a public art element at the corner
- A minimum investment by the developer of $3,204,400
- A 90-day due diligence period
- Closing to occur after the 16 foundation slabs are complete
- Development to be complete by April 30, 2022
- If contract is terminated after closing, the buyer pays the EDC $111,915 for the land (TAD value of $116,915 minus $5,000 already paid)
- City staff proceeding on behalf of the EDC to rezone the property

At their regular board meeting on October 27, 2020, the EDC authorized the executive director, George Campbell to negotiate, finalize, and execute the contract of sale and related documents with GBOH, Inc. as discussed in executive session.

RECOMMENDATION
Staff is recommending approval for staff to proceed with the developer to execute these agreements.

ATTACHMENTS

1.	Performance Agreement	600 W KPWY - Performance Agreement DRAFT.pdf
2.	Purchase and Sale Agreement	600 W Kennedale Parkway - Purchase and Sale Agreement DRAFT.pdf

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BY AND BETWEEN THE
KENNEDALE ECONOMIC DEVELOPMENT CORPORATION
AND
GBOH, INC.

This Economic Development and Performance Agreement ("**Agreement**") is made and entered into by and between the KENNEDALE ECONOMIC DEVELOPMENT CORPORATION ("**Corporation**"), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code ("**Act**"), and GBOH, Inc., a Texas corporation ("**Company**"). Company and the Corporation may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, Corporation owns a tract of real property situated in the City of Kennedale, Texas, being approximately 2 acres of land more or less, known as Block 1, Lot 8 of the Woodlea Acres Addition ("**Property**"); and

WHEREAS, Company is a residential real estate developer and home builder that plans to develop a housing subdivision on the Property; and

WHEREAS, the new subdivision will be a great asset to City by providing unique and upscale modern housing to its citizens; and

WHEREAS, City desires to stimulate commercial and economic growth in City, and particularly along Kennedale Parkway; and

WHEREAS, the City Council finds and determines that it is necessary to increase the number and quality of the housing stock in City to stimulate business and commercial activity in City; and

WHEREAS, Company and Corporation desire to enter into a contract of sale whereby Corporation will convey the Property to Company for less than fair market value as an incentive; and

WHEREAS, the City Council finds and determines that by providing the incentive, this Agreement will aid in the development of a more desirous residential housing market, and encourage commercial businesses to locate to City; and

WHEREAS, in consideration of Corporation conveying the Property to Company, Company agrees to make certain improvements, achieve a defined capital investment, and create jobs as further described in this Agreement; and

WHEREAS, the sale of the property is a “project” under the Act and the Board of Directors of Corporation finds that the conveyance of land will promote new or expanded business development within the City.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“Act,” “Agreement,” “Corporation,” “Company,” and “Property” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Development, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the City to Company certifying that a home is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Kennedale, Texas.

“Contract of Sale” means the contract between Corporation and Company attached hereto as Exhibit A.

“Commence Construction” means that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Development; (ii) all necessary permits for the construction of the Development on the Property pursuant to the respective plans therefore having been issued by all governmental authorities; and (iii) slab foundations for all 16 homes in the Development have been poured in accordance with City regulations and verified as complete by City inspectors.

“Deed of Trust” means the deed of trust which secures Company’s repayment obligations of this Agreement and which is attached to the Contract of Sale.

“Development” means a residential subdivision on the Property consisting of 16 detached, modern, urban style homes, a pocket park, and a signage feature displaying “Welcome to Kennedale", as well as the infrastructure, driveways, parking, landscaping and other improvements required to be constructed on the Property, all as depicted on the attached Exhibit A.

"Director" means the Executive Director of Corporation.

"Effective Date" means the date this Agreement is fully executed by both the Corporation and Company.

"Expiration Date" shall mean the date all parties have met their obligations under this Agreement, unless terminated sooner in accordance with Section 4.01 of this Agreement.

"Term" means the term of this Agreement as described in Article 2 of this Agreement.

"Title Company" means Reunion Title, 1000 N. Walnut Creek Drive, Mansfield, Texas 76063, or another title Company at Corporation's discretion.

ARTICLE 2
TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 3
COVENANTS OF COMPANY

3.01 Company Obligations. In consideration of Corporation agreeing to sell the Property to Company in accordance with the terms and conditions of this Agreement and the Contract of Sale, Company, agrees to:

(a) Execute the Contract of Sale and Deed of Trust within (thirty) 30 days of the Effective Date;

(b) Commence Construction of the Development no later than March 1, 2021;

(c) No later than April 30, 2022, receive a final approval inspection for every home within the Development, complete construction of the pocket park in compliance with the attached Exhibit B, complete construction of the "Welcome to Kennedale" signage or public art element to be developed in collaboration with the Corporation and its representatives;

(d) Create 30 jobs throughout the construction process of the Development; and

(e) Make a Capital Investment of no less than $3,204,400.00 and provide documentation of the expenditure of the Capital Investment in a manner and form reasonably acceptable to the Director no later than December 31, 2020.

ARTICLE 4
TERMINATION AND REMEDIES

4.01 Termination. This Agreement may be terminated upon any one or more of the following:

(a) by mutual written agreement of the parties; or

(b) upon written notice by Corporation, if:

(i) Company fails to execute the Contract of Sale and Deed of Trust in accordance with Section 3.01(a);

(ii) the Contract of Sale is terminated or the sale of the Property to Company otherwise fails to close; or

(c) upon written notice by Corporation, if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof.

4.02 Remedies.

(a) In the event this Agreement is terminated by Corporation under Section 4.01(c), and provided the Property has been conveyed to Company pursuant to the Contract of Sale, Company will be obligated to pay the Corporation an amount of $111,915, which is the difference between the Contract of Sale purchase price of $5,000 and the 2020 Tarrant Appraisal District appraised value of $116,915.

(b) The parties acknowledge that the Deed of Trust secures Company's repayment obligations in Section 4.02(a). In the event this Agreement is terminated under Section 4.01(c), Corporation, and its successors and assigns, will be entitled to foreclose on the Deed of Trust and pursue all other remedies at law. If Company has satisfied its obligations in Article 3 of this Agreement, Corporation will promptly file a release of the Deed of Trust in the Tarrant County Real Property Records.

(c) Corporation's remedies under this section 4.02 will survive the termination of this Agreement.

ARTICLE 5
INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE DEVELOPMENT. COMPANY AGREES TO INDEMNIFY,

AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 6
ACCESS TO INFORMATION

Upon the Corporation's request, Company agrees to provide the Corporation reasonable access to contract documents, invoices, receipts and reports related to the Development to verify Company's compliance with this Agreement.

ARTICLE 7
GENERAL PROVISIONS

7.01 Mutual Assistance. Company and the Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

7.02 Representations and Warranties. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Company represents and warrants to the Corporation that it will not violate any federal, state or local laws in constructing the Development, and that the Development shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

7.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.04 Entire Agreement. This Agreement, the Contract of Sale, the Deed of Trust, and their exhibits contain the entire agreement between the parties with respect to the transaction contemplated herein.

7.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the Corporation.

7.06 **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may not assign any portion of this Agreement without the prior written approval of Corporation.

7.07 **Notice.** Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

COMPANY:	GBOH, Inc. Post Office Box 122346 Arlington TX 76012 ATTN: Joel Beal
CORPORATION:	Kennedale Economic Development Corporation 405 Municipal Dr. Kennedale, TX 76060 Attn: Executive Director
With a copy to:	Kennedale Economic Development Corporation Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107

7.08 **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

7.09 **Choice of Law/Venue/Attorney Fees**. The substantive laws of the State of Texas (and not its conflicts of law principles) 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. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7.10 **Severability.** In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement, upon which the parties must agree, and which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

7.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a Company or joint venture between the parties.

7.13 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.

7.14 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of City and Corporation for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation, by virtue of its relationship with its authorizing unit, the City of Kennedale, by law, and given to it by the State of Texas as part of the State's sovereignty.

7.15 City Council Approval. This Agreement, and any subsequent amendment to this Agreement, is not valid unless first approved by the City Council of the City of Kennedale.

7.16 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

7.17 Recording. The parties agree that Corporation may record this Agreement and its exhibits in the Real Property Records of Tarrant County, Texas.

[Signatures on following page]

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Mark Yeary, Board President

Date: ____________________________

ATTEST:

____
Board Secretary

GBOH, Inc.,
a Texas corporation

By: ______________________________

Name: ____________________________

Title: ______________________________

Date: _______________________________

EXHIBIT “A”

The Contract of Sale

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "***Agreement***") dated as of the Effective Date (as defined below) is between the Kennedale Economic Development Corporation ("***Seller***") and GHOB, Inc. ("***Buyer***").

1. **Agreement to Sell and Purchase**. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain real property located in Tarrant County, Texas, consisting of approximately 2 acres as more particularly described on **EXHIBIT A** attached hereto (the "***Land***") together with Seller's right, title and interest in and to any rights, privileges, and appurtenances belonging thereto (collectively called the "***Property***").

2. **Reservations**. It is expressly acknowledged by Buyer that the conveyance provided for herein by Seller shall not include (and the Deed, as defined below, shall expressly exclude and reserve unto Seller) any of Seller's right, title or interest in and to all oil, gas and other minerals located in, on or under the Land and that may be produced therefrom (such excluded rights hereinafter the "***Mineral Rights***"); *provided*, *however*, that as a part of such reservation by Seller, the Deed shall provide that the use of the surface of the Land in connection with the exercise of the reserved Mineral Rights shall be restricted such that Seller waives all rights to the surface of the Land and the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas or other minerals from the Land but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Land, or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Land but enter or bottom under the Land at depths of and below five hundred feet (500'), or by any other method that does not require ingress and egress over the surface of the Land. The Deed shall also reserve to Seller (a) a perpetual subsurface easement under and through the Land at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property and (b) any rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Land but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Land or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

3. **Purchase Price; Earnest Money**.

(a) *Purchase Price*. The purchase price for the Property shall be $5,000.00 (the "***Purchase Price***"), payable as follows:

(i) Earnest Money. Within two (2) business days following the Effective Date of this Agreement, Buyer shall deposit the sum of $500.00 in the form of immediately available funds (together with any interest earned thereon, the "***Earnest Money***") and a signed copy of this Agreement with Fidelity National Title Company – The Baker Firm, PLLC, 4541 Bellaire Drive South, Suite 101, Fort Worth, Texas 76109, Attn: Nikki Jackson (the "***Title Company***"). In the event that Buyer fails to timely deposit the Earnest Money, then Seller shall have the right to terminate this Agreement by written notice to Buyer delivered at any time thereafter until such time as the Earnest Money is actually deposited. The Earnest Money shall be held by the Title Company in an interest-bearing, FDIC-insured, account. Any interest on the Earnest Money shall be a part of the Earnest Money and paid in accordance with the provisions of this Agreement.

The Earnest Money shall be deemed immediately earned by Seller and nonrefundable to Buyer, except as expressly provided in this Agreement. The Earnest Money shall be applied towards the Purchase Price on the Closing Date (as defined below) if the conveyance of the Property closes.

(ii) Balance at Closing. Subject to the credits and adjustments set forth in this Agreement, Buyer shall pay the balance of the Purchase Price to Seller at Closing (as defined below) in the form of immediately available funds.

(iii) Independent Consideration. Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of $100.00 shall be nonrefundable to Buyer and will be paid over to Seller upon any termination of this Agreement as independent consideration for this Agreement (the "***Independent Consideration***"). Any term or provision herein which provides for the return of the Earnest Money to Buyer shall mean the Earnest Money, less the Independent Consideration which shall be promptly paid over to Seller. The Independent Consideration shall be applied towards the Purchase Price on the Closing Date if the conveyance of the Property hereunder closes in accordance with this Agreement.

4. **Due Diligence Materials**.

(a) Within ten (10) business days after the Effective Date, Seller will deliver or cause to be delivered to Buyer copies of the following documents to the extent the same are in Seller's possession (herein, the "***Due Diligence Materials***"), which Seller will have the option of delivering in an electronic format such as by e-mail or via a web-based data room: any prior survey (whether one or more, the "***Prior Survey***") and copies of all environmental reports.

(b) *Intentionally left blank*.

(c) Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in Section 8 hereof, Seller delivers or makes available the Due Diligence Materials described in this Section 4 without representation or warranty as to the accuracy thereof, and Buyer specifically acknowledges and agrees that Seller shall have no liability or responsibility for any inaccuracy thereof. Buyer, relying on its own evaluation of the Property, disclaims any reliance on the Due Diligence Materials or on any statements (oral or written) which may have been made or may be made by Seller, Seller's broker, or any other party, concerning the Due Diligence Materials. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE DUE DILIGENCE MATERIALS AND ANY OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER PURSUANT TO THIS AGREEMENT MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS OR CONTRACTORS MAKE NOR HAVE MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY THEREOF. BUYER SPECIFICALLY RELEASES SELLER, AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS AND CONTRACTORS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY BUYER BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, SUCH DUE DILIGENCE MATERIALS OR OTHER INFORMATION.

5. **<u>Title; Survey; Objections</u>**.

(a) As soon as practicable after the Effective Date, Seller will cause the Title Company to issue and deliver to Buyer a current TLTA Form T-7 Commitment for Title Insurance (the "***Title Commitment***") for a standard TLTA Form T-1 Owner's Policy of Title Insurance (the "***Title Policy***"). Within thirty (30) days after the Effective Date, Seller shall obtain a current on-the-ground survey (or an update of an existing on-the-ground survey) (the "***Survey***") of the Property, prepared by a registered professional land surveyor reasonably acceptable to Buyer and the Title Company, and in a form that allows the Title Company to delete the survey exception (except as to "shortages-in-area") from the Title Policy. As soon as reasonably possible after receipt of the finalized Survey, Seller shall provide a copy thereof to Buyer. The costs of the Survey shall be the responsibility of Seller, notwithstanding whether or not the transactions contemplated hereby actually close.

(b) Not later than ten (10) days after receiving both the Survey and the Title Commitment (the "***Objection Deadline***"), Buyer may give written notice to Seller and the Title Company (the "***Objection Notice***") of any matters contained in the Title Commitment or the Survey to which Buyer objects (the "***Title Objections***"). Any matters in the Title Commitment or Survey to which Buyer does not timely object (or to which Buyer objects but which Seller is not obligated to cure) shall constitute "***Permitted Exceptions***." In the event that the Title Company adds any new exceptions to the Title Commitment after the expiration of the Objection Deadline, Buyer shall have the right to object to such new exceptions. If Buyer gives notice of its Title Objections within the time period set forth above, Seller shall have five (5) business days after receipt thereof to notify Buyer that Seller either will cause or elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary liens or deeds of trust filed against the Property arising by, through, or under Seller or mechanic's liens resulting from the acts or omissions of Seller. If Seller does not notify Buyer within such five (5) business day period as to any Title Objection shall be deemed an election by Seller not to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller will not remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have until the third (3rd) business day after the expiration of such five (5) business day period to (i) terminate this Agreement or (ii) waive such Title Objections and proceed to Closing without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give such notice within said three (3) business day period, Buyer shall be deemed to have elected to waive its Objections. If a termination under this <u>Section 5(b)</u> occurs, the Earnest Money shall be paid to Seller.

6. **<u>Inspections</u>**.

(a) Subject to the terms hereof, Buyer shall have the right during the Inspection Period (unless this Agreement is terminated earlier as provided herein), to enter upon the Property at all reasonable times and from time to time for any purpose contemplated by the terms and conditions hereof; *provided*, *however*, that any entry shall be at the sole cost, expense and risk of Buyer, and that, except for the mere discovery of existing defects or conditions affecting the Property, Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting, directly or indirectly, from any entry by Buyer, or any employee, agent, principal or independent contractor of Buyer, upon the Property; provided, however, that the foregoing indemnity shall not extend to (i) protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) or (ii) any liens, claims, causes of action, damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agents or employees. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF SELLER, EVEN IF THE APPLICABLE CLAIM AND

REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT, PREMISES LIABILITY, OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SELLER. Buyer shall notify Seller not less than two (2) business days in advance of any such proposed entry, and Seller may (to the extent it timely makes personnel available) be present during any such entry by Buyer. Further, Buyer agrees to (i) satisfy any and all mechanic's liens which may be filed or threatened against the Property as a result of such entry by Buyer, or any of its employees, agents, principals or independent contractors, onto the Property, and (ii) if this transaction does not close, repair any damage to the Property caused by Buyer, or its employees, agents, principals or independent contractors, and restore the Property to substantially the same condition existing at the time immediately prior to any such damage.

(b) Seller hereby consents to Buyer conducting a Phase I Environmental Site Assessment of the Property (a "***Phase I***") during the Inspection Period, if it so desires, and Buyer shall promptly furnish a copy thereof to Seller. If, as a result of the Phase I which Buyer so obtains, Buyer deems it appropriate to have a Phase II Environmental Site Assessment (a "***Phase II***") of the Property performed, Buyer shall present Seller with a detailed plan or proposal for the conducting of the Phase II for Seller's prior approval thereof. Buyer shall obtain Seller's prior written approval or consent before performing the Phase II in the manner so proposed, which said consent or approval of the Phase II can be granted or denied by Seller in its sole and absolute discretion. Seller may have a representative present at any time that Buyer or its representative is on the Property for any and all such inspection, examination, investigation and testing of the Property. Buyer shall provide Seller at least seventy-two (72) hours' advance written notice before it conducts any Phase II test to which Seller has given its prior written consent and at least twenty-four (24) hours' advance written notice of any such other proposed inspection, examination, investigation and testing to be conducted, at any time, on the Property by Buyer or its representative.

(c) Buyer shall be solely responsible, at Buyer's sole cost and expense, for obtaining all governmental approvals necessary for Buyer's intended use and development of the Property, including, without limitation, zoning (collectively, the "***Approvals***"). Buyer shall not make any submissions or applications to, or correspond with, any governmental entity regarding the Property with respect to such Approvals without Seller's prior written consent, which consent shall not be unreasonably withheld. Seller shall reasonably cooperate with Buyer's efforts to obtain the Approvals, at no cost or liability to Seller.

(d) This Section 6 shall survive the termination of this Agreement or the Closing, whichever is applicable.

7. **Inspection Period**.

(a) *Inspection Period*. Purchaser will have a period of 90 days after the Effective Date (the "***Inspection Period***") to inspect the Property and conduct studies regarding the Property as described in Section 6 above. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property. Buyer acknowledges that Seller has not agreed and is not responsible for the payment of any costs with respect to the matters described in this paragraph.

(b) *Right to Terminate*.

(i) Buyer shall have the right to terminate this Agreement for any reason whatsoever or for no reason before the expiration of the Inspection Period by sending written notice thereof to Seller and the Title Company on or before the expiration of the Inspection Period. If Buyer delivers such notice of termination within the Inspection Period, then this Agreement shall terminate and have no further force or effect, and the Earnest Money shall be paid to Seller. After such copies of all surveys, inspections, and reports that Buyer obtained for the Property are delivered to Seller, the parties agree that the Title Company shall be, and is hereby, instructed to disburse the Earnest Money in accordance herewith without the need for any additional authorization or documents executed at the time of such disbursement.

(ii) The parties further agree that Seller will, during the Inspection Period: (i) file a zoning application to change the zoning classification of the Property to allow for detached homes ("***Zoning Application***"); and (ii) receive approval of the Zoning Application from the City Council of the City of Kennedale ("***Zoning Approval***"). In the event the Seller fails to obtain the Zoning Approval within the Inspection Period or if the City Council denies the Zoning Application, either Buyer or Seller shall have the right to terminate this Agreement by sending written notice thereof to the other party and the Title Company. If such notice of termination is delivered, then this Agreement shall terminate and have no further force or effect, and the Earnest Money shall be paid to Buyer. After such copies of all surveys, inspections, and reports that Buyer obtained for the Property are delivered to Seller, the parties agree that the Title Company shall be, and is hereby, instructed to disburse the Earnest Money in accordance herewith without the need for any additional authorization or documents executed at the time of such disbursement.

8. **Representations and Warranties**.

(a) Seller represents and warrants to Buyer that (i) Seller is a duly organized and validly existing nonprofit corporation in good standing under the laws of the state of its organization, (ii) to Seller's knowledge, Seller has not received any written notice of any violation of any ordinance, regulation, law or statute from any governmental agency regarding the Property which has not been complied with, (iii) to Seller's knowledge, there are no pending condemnation actions with respect to the Property and Seller has not received any notice of any condemnation actions being contemplated, (iv) other than this Agreement, Seller has not granted any options to Purchase, and Seller is not a party to any purchase contracts or leases, written or oral, granting any person, firm, corporation or entity (other than Buyer) any right, title or interest in, or right to acquire, the surface estate in the Property or any portion thereof, nor is Seller currently a party to any negotiations regarding the same (other than with Buyer), (v) to Seller's knowledge, Seller has not transferred (and has no intent to transfer) any development rights with respect to the Property, (vi) to Seller's knowledge, Seller does not currently have in progress any material construction or material excavation projects with respect to the Property or any portion thereof, (vii) Seller will not sell, assign or convey any right, title or interest whatever in or to the surface estate in the Property or create or grant any lien, encumbrance or charge thereon (other than the Permitted Exceptions) without discharging the same on or before the Closing Date. Seller has or will have as of the Closing full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and any required action and approvals therefor have been or will be as of the Closing duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are or will be as of the Closing duly authorized to sign the same on Seller's behalf and to bind Seller thereto. Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject.

(b) Buyer represents and warrants to Seller that Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. Neither the execution, delivery or performance of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby will (i) violate or conflict with any provision of the organizational documents of Buyer, or (ii) violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Buyer is or may be bound or subject.

9. **Disclaimers; Releases and Limitations**.

(a) BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED, BUYER DISCLAIMS ANY RELIANCE UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF SELLER OR ANY OF ITS AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES.

(b) WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BUYER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS BUYER MAY DESIRE OR DETERMINE WARRANTED, AND THAT BUYER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED) OR ANY OF SELLER’S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT BUYER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

(c) WITHOUT LIMITING THE PROVISIONS OF PRECEDING PARAGRAPHS, EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8 (AS LIMITED BY THIS SECTION 9), BUYER EXPRESSLY RELEASES AND DISCHARGES SELLER AND ITS AFFILIATES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE “***CLAIMS***”) (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE

ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws or with respect to any Environmental Risk. "***Environmental Laws***" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement. IT IS SPECIFICALLY INTENDED BY SELLER AND BUYER THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING SELLER], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE). An "***Environmental Risk***" consists of (i) the presence of any asbestos or asbestos-containing materials, (ii) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (iii) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "***Release***" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

(d) THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE CLOSING WITHOUT LIMITATION.

10. **The Closing**.

(a) *The Closing Date*. Provided Seller has obtained the Zoning Approval, Buyer is in compliance with all other City requirements, and this Agreement has not been terminated, the parties acknowledge that Buyer intends to conduct development activities and pour 16 foundation slabs to support detached homes on each lot of the Property prior to acquiring title to the Property. The closing (the "***Closing***") shall take place at the Title Company's office on a date (the "***Closing Date***") which is the 30th day after the Buyer has poured slab foundations for all 16 homes in the Development in accordance with City regulations and verified as complete by City inspectors, or at an earlier date mutually agreed to by the parties. Neither party shall have the obligation to have an authorized representative physically present at the Closing. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein.

(b) *Seller's Closing Requirements*. At the Closing, Seller will: (i) execute, acknowledge and deliver a special warranty deed in the form attached to this Agreement as **EXHIBIT B** (the "***Deed***"), subject to the insertion of the Permitted Exceptions; (ii) execute and deliver a declaration of nonforeign status; (iii) deliver evidence that the person executing Seller's closing documents is authorized to bind

Seller; (iv) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Seller detailing the net proceeds due to Seller, after taking into account the allocation of closing costs under this Agreement; and (v) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing.

(c) *Buyer's Closing Requirements*. At the Closing, Buyer will: (i) pay the Purchase Price in immediately available funds, credit being given for the Earnest Money; (ii) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Buyer detailing the gross amount due from Buyer, after taking into account the allocation of closing costs under this Agreement; (iii) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing; and (iv) execute, acknowledge and deliver a deedof trust in the form attached to this Agreement as **EXHIBIT C**. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property is conditioned the Title Company being prepared to issue the Title Policy for the Property as described in Section 5 hereof;

11. **Closing Costs**. Seller and Buyer shall pay the closing costs as follows:

(a) *Taxes*. The real and personal property taxes for the Property for the year in which the Closing occurs shall be prorated on a calendar year and per-diem basis as of the Closing Date (based on actual ad valorem taxes for the year preceding the Closing), with Seller paying for such taxes through the Closing Date and Buyer paying for such taxes thereafter. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (the "***Roll Back Taxes***") for periods prior to Closing, the Roll Back Taxes will be the obligation of Buyer. Obligations imposed by this paragraph will survive Closing.

(b) *Fees and Costs*. Seller and Buyer shall split equally any and all customary closing costs, fees and other charges of the Title Company. Buyer and Seller shall pay their respective attorneys' fees.

(c) *Recording Fees*. Buyer shall pay the costs for recording the Deed. Seller shall pay the costs of recording any document to cure a Title Objection which Seller elects to cure, and any and all other recording costs shall be paid by Buyer, including for any financing.

(d) *Title Policy*. Buer shall pay the costs to issue the Title Commitment and the premium for the basic Title Policy. Buyer shall pay the costs of any additional premiums for endorsements or extended coverage, including the costs associated with the removal of the so-called survey exception. Buyer shall pay all costs associated with any title costs for financing, including lender's title insurance premiums, if any.

(e) *Survey*. Seller shall pay the cost and expense of the Survey.

12. **Possession**. On the Closing Date, Seller shall deliver possession of the Property to Buyer, free, clear and discharged of possession or use and the right of possession or use by any and all individuals and entities except for the Permitted Exceptions.

13. **Commissions**. Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Buyer and Seller covenant and agree that each will, to the extent permitted by law, indemnify and hold the other harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Agreement, or the purchase and sale of the Property, and any

court costs, attorneys' fees or other costs or expenses arising therefrom, alleged to be due to the indemnifying party's acts. Such indemnities shall survive any termination or Closing of this Agreement.

14. **<u>Risk of Loss</u>**.

(a) *<u>Material Casualty</u>*. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is damaged by any casualty or other occurrence prior to the Closing, Seller shall promptly notify Buyer in writing (the "***Casualty Notice***"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's good faith reasonable determination as to whether or not the casualty damage is covered by Seller's insurance. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, then at Buyer's sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event the Earnest Money shall be returned to Buyer, all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) elect to take the Property as it then is, in which event the parties will proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the transaction in accordance with the terms of this Agreement.

(b) *<u>Eminent Domain</u>*. In the event all or any material portion of the Land is taken by eminent domain or any eminent domain or condemnation proceeding is instituted (or notice of same is given) prior to Closing, Seller shall promptly notify Buyer in writing which shall include a description in reasonable detail of the property to be taken. In such event then at Seller's sole option, Seller may elect to terminate this Agreement by giving written notice of such election to Buyer and the Title Company not later than the Closing Date, in which event the Earnest Money shall be returned to Buyer, all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect.

15. **<u>Default and Remedies</u>**.

(a) *<u>Default by Seller</u>*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Seller, Buyer may, as Buyer's sole and exclusive remedy, elect by notice to Seller within ten (10) days following the scheduled Closing Date, either of the following: (i) terminate this Agreement, in which event Buyer will receive from the Title Company the Earnest Money, whereupon Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement); or (ii) seek the remedy of specific performance of the Agreement, and in either event, Buyer hereby waives all other remedies, including, without limitation, any claim against Seller for damages of any type or kind, including, without limitation, consequential or punitive damages. Failure of Buyer to make the foregoing election within the foregoing ten (10) day period shall be deemed an election by Buyer to terminate this Agreement and receive from the Title Company the Earnest Money, whereupon Seller and Buyer will have no further rights or obligations under this Agreement.

(b) *<u>Default By Buyer</u>*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Buyer, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement and receive or retain the Earnest Money, such sum being agreed upon as liquidated damages for the failure of Buyer to perform this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining Seller's damages.

Notwithstanding the foregoing, nothing contained herein will limit Seller's remedies at law, in equity or as herein provided in the event of a breach by Buyer of any of the matters which expressly survive Closing or those matters which expressly survive the early termination of this Agreement.

(c) *Consequential and Punitive Damages*. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages or lost profits for any matter or claim arising under this Agreement. This Section 15(c) shall survive Closing or early termination of this Agreement.

16. **Miscellaneous**.

(a) *Intentionally left blank.*

(b) *Severability*. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(c) *Time*. Time is of the essence of this Agreement; *however*, if the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

(d) *Binding Effect; Assignment*. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Buyer may not assign this Agreement without first obtaining Seller's prior written consent thereto, which can be withheld or denied in Seller's sole and absolute discretion. Any assignment in contravention of this Section shall be void. No assignment consented to by Seller shall release Buyer herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereto.

(e) *Amendment and Waiver*. This Agreement may be amended only by an instrument in writing executed by Seller and Buyer, with a copy sent to the Title Company. Either Buyer or Seller may waive any requirement to be performed by the other, *provided* that said waiver shall be in writing and executed by the party waiving the requirement.

(f) *Integrated Agreement*. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

(g) *Choice of Law/Venue/Attorney Fees*. The substantive laws of the State of Texas (and not its conflicts of law principles) 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. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(h) *Intentionally left blank.*

(i) *Notice*. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or by email, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be, or (iii) if by email, on the date the email is sent if the email is sent prior to 5:00 p.m. Central time or on the date after the email is sent if the email is sent after 5:00 p.m. Central time. Notices on behalf of either party may be given by the attorneys representing such party. The parties hereby designate the addresses set forth below as their respective notice addresses under the Agreement.

If to Seller:	If to Buyer:
GBOH, Inc. ____________________________ ____________________________ Attn: ______________________ E-mail: ____________________	City of Kennedale 405 Municipal Drive Kennedale, Texas 76060 Attn: George Campbell, City Manager E-mail: gcampbell@cityofkennedale.com
With a copy to:	With a copy to:
____________________________ ____________________________ ____________________________ Attn: ______________________ E-mail: ____________________	Taylor, Olson, Adkins, SRalla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107 Attn: Drew Larkin, City Attorney E-mail: dlarkin@toase.com

(j) *Full Execution*. This Agreement shall be deemed fully executed and binding upon Buyer and Seller if and when Buyer and Seller have executed this Agreement or separate counterparts and Buyer has deposited the Earnest Money with the Title Company. The Title Company's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Company's acceptance of its obligations hereunder as set forth below.

(k) *Non-Survival*. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.

(l) *Limitation of Liability*. In no event whatsoever shall Seller's liability (if any) under this Agreement and the Closing documents (including any such liability for attorneys' fees and expenses) exceed, in the aggregate, an amount equal to the Purchase Price. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's directors, employees, agents, directors, officers or other owners of Seller or their respective constituent partners.

(m) *Waiver of Jury Trial*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(n) *Intentionally left blank.*

(o) *Sophistication of the Parties*. Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.

(p) *Counterparts*. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.

17. **Legal Notices**.

(a) *Texas Real Estate Licensing Act*. The Texas Real Estate License Act requires a real estate agent to advise Buyer that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

(b) *Annexation*. If the Land is located outside the limits of a municipality, the Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Land for further information.

(c) *Notice Regarding Possible Liability for Additional Taxes*. Seller notifies Buyer under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

END OF PAGE – CONTINUED ON NEXT PAGE

SIGNATURE PAGE

Seller and Buyer have executed this Agreement on the dates which follow below their respective signatures. Any reference herein to the "***Effective Date***," "the date of this Agreement" or "the date hereof" shall be the date on which the Title Company executes this Agreement below, acknowledging receipt a fully executed copy of this Agreement.

SELLER:

GBOH, Inc.
a ____________________

By: ____
Name: ____
Its: ____

Date: ____________________, 2020

BUYER:

CITY OF KENNEDALE, TEXAS
a Texas home rule municipality

By: ____
Brian Johnson, Mayor

Date: ____________________, 2020

TITLE COMPANY:

The Title Company acknowledges receipt of this Agreement fully executed by Seller and Buyer on ____________________, 2020.

Fidelity National Title Company – The Baker Firm, PLLC

By:____

The Title Company acknowledges receipt of the Earnest Money on ____________________, 2020.

Fidelity National Title Company – The Baker Firm, PLLC

By:____

EXHIBIT A

PROPERTY

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF __________ §

__________, a __________ ("***Grantor***"), for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor paid by __________, a __________ ("***Grantee***"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in __________ County, Texas, described on **EXHIBIT A** (the "***Property***"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "***Ancillary Rights***"). The Ancillary Rights are conveyed without warranty of title, express or implied, including, without limitation, the implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on **EXHIBIT B** attached hereto.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property at depths of and below five hundred feet (500').

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

All taxes and other assessments assessed against the Property for the year __________ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXHIBIT A

DEED OF TRUST

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.2.

SUBJECT
Consider approval of a Performance Agreement and Contract of Sale related to the property located at 6820 Oak Crest Drive, and authorize the City Manager to execute the agreements

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY
Over the past 18 months, staff has been working with the Kennedale Economic Development Corporation (EDC) Board to facilitate development of vacant EDC-owned properties, reduce maintenance costs, develop properties at the highest and best use to improve the respective areas, and to add these properties back to tax rolls. 6820 Oak Crest Drive W is a vacant lot in Oak Crest. Since this area was annexed, the City has acted to improve the infrastructure and the quality of development in this area. During recent EDC meetings, staff recommended — and the board approved — exploring options for quality residential development on this site.

Staff began working with Housing Channel, a non-profit organization in North Texas with a 28-year history of revitalizing neighborhoods and providing quality affordable housing. Housing Channel then partnered with the design/build architecture class in the UTA CAPPA (College of Architecture, Planning, and Public Affairs) program to develop design options. These were presented during EDC work sessions over the last several months. Attached are renderings based on the UTA students' work and input from the EDC Board.

The development, called Oak Crest Meadows, is envisioned to provide quality affordable housing for qualifying seniors that creates a sense of community and enhances the neighborhood. Should the project proceed, the UTA class will move forward on implementation this month, in partnership with the Housing Channel and the City.

The EDC board approved moving forward on the sale of 6820 Oak Crest Dr. W. to the Housing Channel at a nominal cost for the purposes of developing the property according to the concepts presented, which includes six small affordable single family units for seniors, a small greenspace at the rear, and head-in parking.

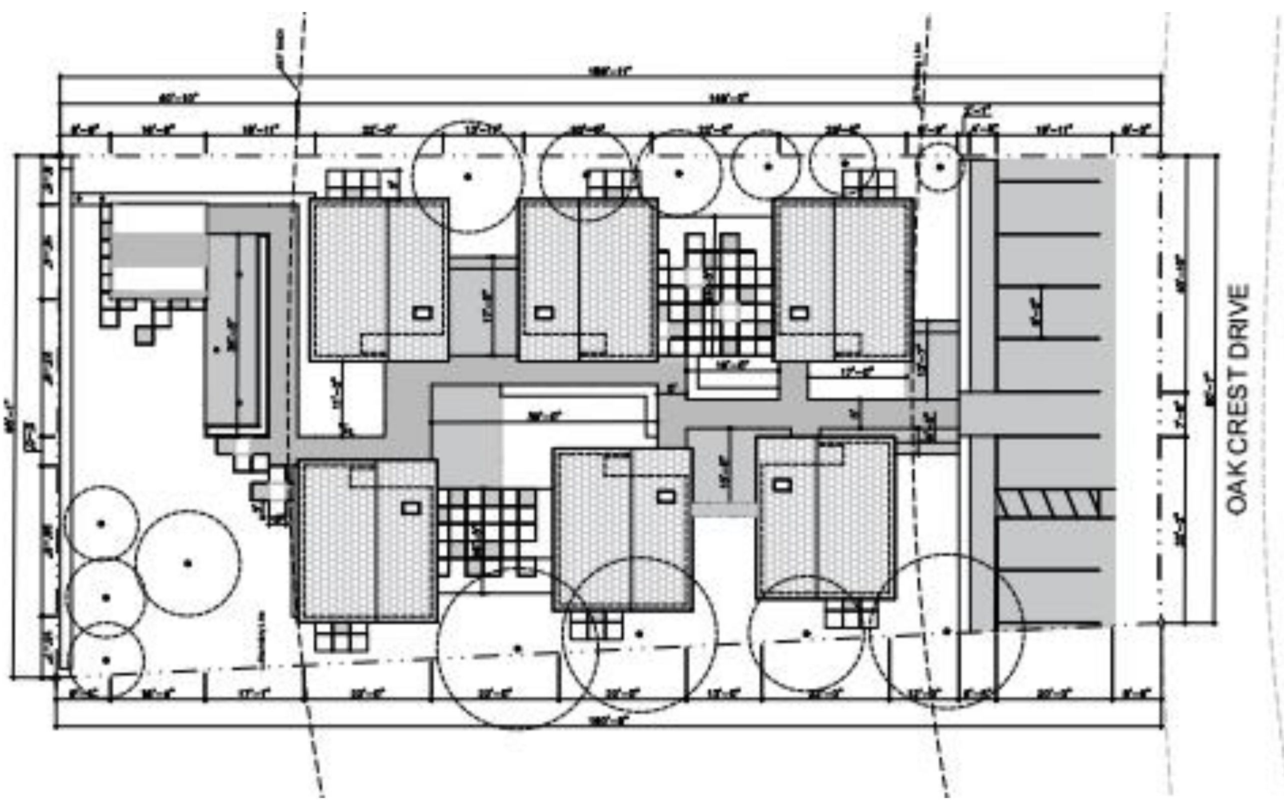
Attached are the draft purchase and sale agreement and performance agreement for Council's review and consideration. The purchase and sale agreement contemplates sale of the property for $10.00 and includes a reverter clause that would require the property be deeded back to the EDC in the event that the homes were never built, were removed, or the proposed use ceases.

RECOMMENDATION
Staff believes the proposed development will be an enhancement to the Oak Crest neighborhood, provide much-needed affordable senior housing, and generate additional property tax revenue. Staff recommends approval of the agreements and proceeding to collaborate with Housing Channel and the UTA CAPPA program to develop 6820 Oak Crest Dr. W. The EDC Board, at their meeting on December 17, 2020, also recommended approval by the City Council for the City Manager to negotiate, finalize, and execute the contract of sale and performance agreement.

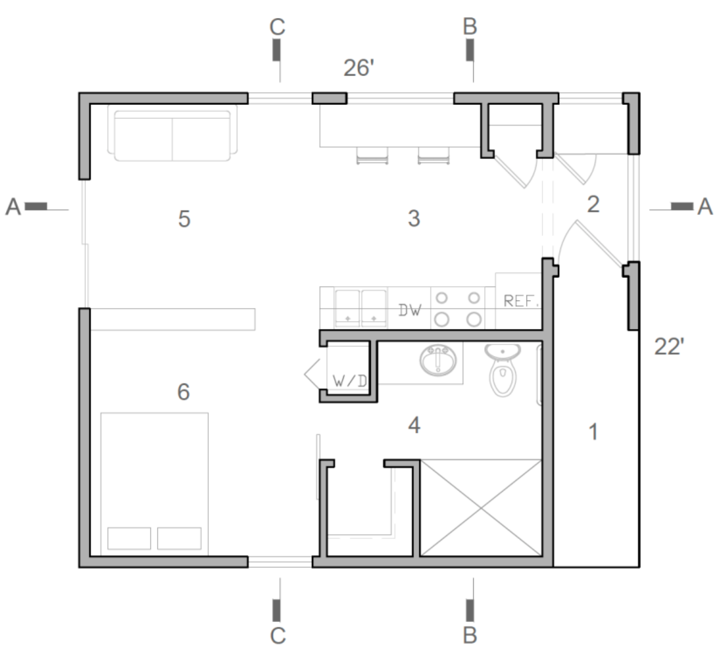
ATTACHMENTS

1.	Rendering - Oak Crest Meadows	6820 Oak Crest Drive - OakCrestMeadows.pdf
2.	Performance Agreement	6820 Oak Crest Drive - Performance Agreement DRAFT.pdf
3.	Purchase and Sale Agreement	6820 Oak Crest Drive - Purchase and Sale Agreement - DRAFT.pdf


KENNEDALE, TEXAS
OAK CREST MEADOWS
4556 DESIGN BUILD
PROFESSOR JOSHUA NASON


OAK CREST DRIVE


SITE PLAN
R/R TRACK
OAK CREST DR.
1 5 10 20 40
N



UNIT FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 FRONT PORCH
6'-0"x13'-6"
2 FOYER
3'-6"x7'-6"
3 KITCHEN
10'-4"x10'-6"
4 BATHROOM
10'-4"x10'-0"
5 LIVING ROOM
10'-8"x10'-6"
6 BEDROOM
10'-8"x10'-6"

TOTAL AREA = 518 SQ. FT.

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BY AND BETWEEN THE
KENNEDALE ECONOMIC DEVELOPMENT CORPORATION
AND
HOUSING CHANNEL

This Economic Development and Performance Agreement ("**Agreement**") is made and entered into by and between the KENNEDALE ECONOMIC DEVELOPMENT CORPORATION ("**Corporation**"), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code ("**Act**"), and HOUSING CHANNEL[DL1], a Texas _________________("**Company**"). Company and the Corporation may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, Corporation owns a tract of real property situated in the City of Kennedale, Texas, being approximately known as Block 1, Lot 31 of the Oak Crest Addition, and more commonly known as 6820 Oak Crest Drive West ("**Property**"); and

WHEREAS, Company is a housing nonprofit organization which revitalizes neighborhoods and provides quality affordable housing solutions; and

WHEREAS, Company desires to develop an affordable housing development on the Property; and

WHEREAS, the new development will be a great asset to City by providing unique housing to its citizens; and

WHEREAS, the City desires to stimulate commercial and economic growth in the City, and particularly along Kennedale Parkway; and

WHEREAS, the City Council finds and determines that it is necessary to increase the number and quality of the housing stock in the City to stimulate business and commercial activity in the City; and

WHEREAS, Company and Corporation desire to enter into a contract of sale whereby Corporation will convey the Property to Company for less than fair market value as an incentive; and

WHEREAS, the City Council finds and determines that by providing the incentive, this Agreement will aid in the development of a more desirous residential housing market, and encourage commercial businesses to locate to the City; and

WHEREAS, in consideration of Corporation conveying the Property and providing the incentive to Company, Company agrees to make certain improvements, achieve a defined capital investment, and create jobs as further described in this Agreement; and

WHEREAS, the board of directors of the Corporation finds that the Property is required or suitable for the promotion of development and expansion of affordable housing, as described by 42 U.S.C. Section 12745, and is a "project" under the Act; and

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"Act," "Agreement," "Corporation," "Company," and "Property" have the meanings set forth above.

"Capital Investment" means the actual cost incurred related to the construction of the Development, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

"Certificate of Occupancy" means the document issued by the City to Company certifying that a home is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

"City" means the City of Kennedale, Texas.

"Contract of Sale" means the contract between Corporation and Company attached hereto as Exhibit A.

"Development" means a residential development on the Property consisting of six (6) detached, modern, urban style homes, as well as the infrastructure, driveways, parking, landscaping and other improvements required to be constructed on the Property, all as depicted on the plans attached as Exhibit B.

"Director" means the Executive Director of Corporation.

"Effective Date" means the date this Agreement is fully executed by both Corporation and Company.

"Expiration Date" shall mean the date all parties have met their obligations under this Agreement, unless terminated sooner in accordance with Section 4.01 of this Agreement.

"Term" means the term of this Agreement as described in Article 2 of this Agreement.

"Title Company" means Reunion Title, 1000 N. Walnut Creek Drive, Mansfield, Texas 76063, or another title Company at Corporation's discretion.

ARTICLE 2
TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 3
COVENANTS OF COMPANY

3.01 Company Obligations. In consideration of Corporation agreeing to sell the Property to Company in accordance with the terms and conditions of this Agreement and the Contract of Sale, Company, agrees to:

(a) Execute the Contract of Sale within thirty (30) days of the Effective Date;

(b) No later than _______________, receive a Certificate of Occupancy for every home within the Development;

(c) Construct and complete the Development in compliance with the plans on the attached Exhibit B;

(d) Create _______ jobs throughout the construction process of the Development; and

(e) Make a Capital Investment of no less than $_____________________ and provide documentation of the expenditure of the Capital Investment in a manner and form reasonably acceptable to the Director no later than ______________; and

ARTICLE 4
TERMINATION AND REMEDIES

4.01 Termination. This Agreement may be terminated upon any one or more of the following:

(a) By mutual written agreement of the parties; or

(b) Upon written notice by Corporation, if:

(i) Company fails to execute the Contract of Sale in accordance with Section 3.01(a);

(ii) the Contract of Sale is terminated or the sale of the Property to Company otherwise fails to close; or

(c) Upon written notice by Corporation, if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof.

4.02 Remedies. In the event this Agreement is terminated by Corporation pursuant to Section 4.01(c), Company will pay Corporation an amount equal to the purchase price of the Property listed in the Contract of Sale. Nothing in this section limits any remedies of Corporation listed in the Contract of Sale or special warranty deed conveying the Property to Company.

ARTICLE 5
INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE DEVELOPMENT. COMPANY AGREES TO INDEMNIFY, AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 6
ACCESS TO INFORMATION

Upon Corporation's request, Company agrees to provide Corporation reasonable access to contract documents, invoices, receipts and reports related to the Development to verify Company's compliance with this Agreement.

ARTICLE 7
GENERAL PROVISIONS

7.01 Mutual Assistance. Company and Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

7.02 Representations and Warranties. Company represents and warrants to Corporation that it has the requisite authority to enter into this Agreement. Company represents and warrants to Corporation that it will not violate any federal, state or local laws in constructing the Development, and that the Development shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

7.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.04 Entire Agreement. This Agreement, the Contract of Sale, and their exhibits contain the entire agreement between the parties with respect to the transaction contemplated herein.

7.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and Corporation.

7.06 Assignment. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may not assign any portion of this Agreement without the prior written approval of Corporation.

7.07 Notice. Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

COMPANY:	Housing Channel ______________________ ______________________ ATTN:
CORPORATION:	Kennedale Economic Development Corporation 405 Municipal Dr. Kennedale, TX 76060 Attn: Executive Director
With a copy to:	Kennedale Economic Development Corporation Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107

7.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

7.09 Choice of Law/Venue/Attorney Fees. The substantive laws of the State of Texas (and not its conflicts of law principles) 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. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement, upon which the parties must agree, and which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

7.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a company or joint venture between the parties.

7.13 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.

7.14 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of the City and Corporation for the benefit of the citizens of the City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation, by virtue of its relationship with its authorizing unit, the City of Kennedale, by law, and given to it by the State of Texas as part of the State's sovereignty.

7.15 City Council Approval. This Agreement, and any subsequent amendment to this Agreement, is not valid unless first approved by the City Council of the City of Kennedale.

7.16 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

7.17 Recording. The parties agree that Corporation may record this Agreement and its exhibits in the Real Property Records of Tarrant County, Texas.

[Signatures on following page]

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Mark Yeary, Board President

Date: ____________________________

ATTEST:

____
Board Secretary

HOUSING CHANNEL
a Texas _____________________

By: ______________________________

Name: ____________________________

Title: ______________________________

Date: ______________________________

EXHIBIT “A”

The Contract of Sale

EXHIBIT "B"

Development Plans

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "***Agreement***") dated as of the Effective Date (as defined below) is between the Kennedale Economic Development Corporation ("***Seller***") and ___________ ("***Buyer***").

1. **Agreement to Sell and Purchase**. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain real property located in Tarrant County, Texas, consisting of approximately .42 acres as more particularly described on **EXHIBIT A** attached hereto (the "***Land***") together with Seller's right, title and interest in and to any rights, privileges, and appurtenances belonging thereto (collectively called the "***Property***").

2. **Reservations**. It is expressly acknowledged by Buyer that the conveyance provided for herein by Seller shall not include (and the Deed, as defined below, shall expressly exclude and reserve unto Seller) any of Seller's right, title or interest in and to all oil, gas and other minerals located in, on or under the Land and that may be produced therefrom (such excluded rights hereinafter the "***Mineral Rights***"); *provided*, *however*, that as a part of such reservation by Seller, the Deed shall provide that the use of the surface of the Land in connection with the exercise of the reserved Mineral Rights shall be restricted such that Seller waives all rights to the surface of the Land and the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas or other minerals from the Land but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Land, or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Land but enter or bottom under the Land at depths of and below five hundred feet (500'), or by any other method that does not require ingress and egress over the surface of the Land. The Deed shall also reserve to Seller (a) a perpetual subsurface easement under and through the Land at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property and (b) any rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Land but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Land or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

3. **Purchase Price**.

(a) *Purchase Price*. The purchase price for the Property shall be $10.00 (the "***Purchase Price***"). There will be no earnest money.

4. **Due Diligence Materials**.

(a) Within ten (10) business days after the Effective Date, Seller will deliver or cause to be delivered to Buyer copies of the following documents to the extent the same are in Seller's possession (herein, the "***Due Diligence Materials***"), which Seller will have the option of delivering in an electronic format such as by e-mail or via a web-based data room: any prior survey (whether one or more, the "***Prior Survey***") and copies of all environmental reports.

(b) *Intentionally left blank*.

(c) Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in <u>Section 8</u> hereof, Seller delivers or makes available the Due Diligence Materials described in this <u>Section 4</u> without representation or warranty as to the accuracy thereof, and Buyer specifically acknowledges and agrees that Seller shall have no liability or responsibility for any inaccuracy thereof. Buyer, relying on its own evaluation of the Property, disclaims any reliance on the Due Diligence Materials or on any statements (oral or written) which may have been made or may be made by Seller, Seller's broker, or any other party, concerning the Due Diligence Materials. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE DUE DILIGENCE MATERIALS AND ANY OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER PURSUANT TO THIS AGREEMENT MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS OR CONTRACTORS MAKE NOR HAVE MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY THEREOF. BUYER SPECIFICALLY RELEASES SELLER, AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS AND CONTRACTORS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY BUYER BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, SUCH DUE DILIGENCE MATERIALS OR OTHER INFORMATION.

5. **<u>Title; Survey; Objections</u>**.

(a) As soon as practicable after the Effective Date, Seller will cause the Title Company to issue and deliver to Buyer a current TLTA Form T-7 Commitment for Title Insurance (the "***Title Commitment***") for a standard TLTA Form T-1 Owner's Policy of Title Insurance (the "***Title Policy***"). Within thirty (30) days after the Effective Date, Seller shall obtain a current on-the-ground survey (or an update of an existing on-the-ground survey) (the "***Survey***") of the Property, prepared by a registered professional land surveyor reasonably acceptable to Buyer and the Title Company, and in a form that allows the Title Company to delete the survey exception (except as to "shortages-in-area") from the Title Policy. As soon as reasonably possible after receipt of the finalized Survey, Seller shall provide a copy thereof to Buyer. The costs of the Survey shall be the responsibility of Seller, notwithstanding whether or not the transactions contemplated hereby actually close. At Closing, the metes and bounds description of the Property reflected in the Survey, once finally approved by Buyer and the Title Company, shall be used in the Deed (hereinafter defined) and any other documents requiring a legal description of the Property.

(b) Not later than ten (10) days after receiving both the Survey and the Title Commitment (the "***Objection Deadline***"), Buyer may give written notice to Seller and the Title Company (the "***Objection Notice***") of any matters contained in the Title Commitment or the Survey to which Buyer objects (the "***Title Objections***"). Any matters in the Title Commitment or Survey to which Buyer does not timely object (or to which Buyer objects but which Seller is not obligated to cure) shall constitute "***Permitted Exceptions***." In the event that the Title Company adds any new exceptions to the Title Commitment after the expiration of the Objection Deadline, Buyer shall have the right to object to such new exceptions. If Buyer gives notice of its Title Objections within the time period set forth above, Seller shall have five (5) business days after receipt thereof to notify Buyer that Seller either will cause or elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary liens or deeds of trust filed against the Property arising by, through, or under Seller or mechanic's liens resulting from the acts or omissions of Seller. If Seller does not notify Buyer within such five (5) business day period as to any Title Objection shall be deemed an election by Seller not to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller will not remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have until the third (3rd) business day after the expiration of such five (5) business day period to (i) terminate this Agreement or (ii) waive such Title Objections and proceed to Closing without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give such notice within said three (3) business day period, Buyer shall be deemed to have elected to waive its Objections.

6. **Inspections**.

(a) Subject to the terms hereof, Buyer shall have the right during the Inspection Period (unless this Agreement is terminated earlier as provided herein), to enter upon the Property at all reasonable times and from time to time for any purpose contemplated by the terms and conditions hereof; *provided, however*, that any entry shall be at the sole cost, expense and risk of Buyer, and that, except for the mere discovery of existing defects or conditions affecting the Property, Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting, directly or indirectly, from any entry by Buyer, or any employee, agent, principal or independent contractor of Buyer, upon the Property; provided, however, that the foregoing indemnity shall not extend to (i) protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) or (ii) any liens, claims, causes of action, damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agents or employees. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF SELLER, EVEN IF THE APPLICABLE CLAIM AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT, PREMISES LIABILITY, OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SELLER. Buyer shall notify Seller not less than two (2) business days in advance of any such proposed entry, and Seller may (to the extent it timely makes personnel available) be present during any such entry by Buyer. Further, Buyer agrees to (i) satisfy any and all mechanic's liens which may be filed or threatened against the Property as a result of such entry by Buyer, or any of its employees, agents, principals or independent contractors, onto the Property, and (ii) if this transaction does not close, repair any damage to the Property caused by Buyer, or its employees, agents, principals or independent contractors, and restore the Property to substantially the same condition existing at the time immediately prior to any such damage.

(b) Seller hereby consents to Buyer conducting a Phase I Environmental Site Assessment of the Property (a "***Phase I***") during the Inspection Period, if it so desires, and Buyer shall promptly furnish a copy thereof to Seller. If, as a result of the Phase I which Buyer so obtains, Buyer deems it appropriate to have a Phase II Environmental Site Assessment (a "***Phase II***") of the Property performed, Buyer shall present Seller with a detailed plan or proposal for the conducting of the Phase II for Seller's prior approval thereof. Buyer shall obtain Seller's prior written approval or consent before performing the Phase II in the manner so proposed, which said consent or approval of the Phase II can be granted or denied by Seller in its sole and absolute discretion. Seller may have a representative present at any time that Buyer or its representative is on the Property for any and all such inspection, examination, investigation and testing of the Property. Buyer shall provide Seller at least seventy-two (72) hours' advance written notice before it conducts any Phase II test to which Seller has given its prior written consent and at least twenty-four (24) hours' advance written notice of any such other proposed inspection, examination, investigation and testing to be conducted, at any time, on the Property by Buyer or its representative.

(c) Buyer shall be solely responsible, at Buyer's sole cost and expense, for obtaining all governmental approvals necessary for Buyer's intended use and development of the Property, including, without limitation, zoning (collectively, the "***Approvals***"). Buyer shall not make any submissions or applications to, or correspond with, any governmental entity regarding the Property with respect to such Approvals without Seller's prior written consent, which consent shall not be unreasonably withheld. Seller shall reasonably cooperate with Buyer's efforts to obtain the Approvals, at no cost or liability to Seller.

(d) This Section 6 shall survive the termination of this Agreement or the Closing, whichever is applicable.

7. **Inspection Period**.

(a) *Inspection Period*. Purchaser will have a period of sixty (60) days after the Effective Date (the "***Inspection Period***") to inspect the Property and conduct studies regarding the Property as described in Section 6 above. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property.

(b) *Right to Terminate*. Buyer shall have the right to terminate this Agreement for any reason whatsoever or for no reason before the expiration of the Inspection Period by sending written notice thereof to Seller and the Title Company on or before the expiration of the Inspection Period. If Buyer delivers such notice of termination within the Inspection Period, then this Agreement shall terminate and have no further force or effect. After such copies of all surveys, inspections, and reports that Buyer obtained for the Property are delivered to Seller

8. **Representations and Warranties**.

(a) Seller represents and warrants to Buyer that (i) Seller is a duly organized and validly existing nonprofit corporation in good standing under the laws of the state of its organization, (ii) to Seller's knowledge, Seller has not received any written notice of any violation of any ordinance, regulation, law or statute from any governmental agency regarding the Property which has not been complied with, (iii) to Seller's knowledge, there are no pending condemnation actions with respect to the Property and Seller has not received any notice of any condemnation actions being contemplated, (iv) other than this Agreement, Seller has not granted any options to Purchase, and Seller is not a party to any purchase contracts or leases, written or oral, granting any person, firm, corporation or entity (other than Buyer) any right, title or interest in, or right to acquire, the surface estate in the Property or any portion thereof, nor is Seller currently a party to any negotiations regarding the same (other than with Buyer), (v) to Seller's knowledge, Seller has not transferred (and has no intent to transfer) any development rights with respect to the Property, (vi) to Seller's knowledge, Seller does not currently have in progress any material construction or material excavation projects with respect to the Property or any portion thereof, (vii) Seller will not sell, assign or convey any right, title or interest whatever in or to the surface estate in the Property or create or grant any lien, encumbrance or charge thereon (other than the Permitted Exceptions) without discharging the same on or before the Closing Date. Seller has or will have as of the Closing full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and any required action and approvals therefor have been or will be as of the Closing duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are or will be as of the Closing duly authorized to sign the same on Seller's behalf and to bind Seller thereto. Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject.

(b) Buyer represents and warrants to Seller that Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. Neither the execution, delivery or performance of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby will (i) violate or conflict with any provision of the organizational documents of Buyer, or (ii) violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Buyer is or may be bound or subject.

9. **Disclaimers; Releases and Limitations**.

(a) BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED, BUYER DISCLAIMS ANY RELIANCE UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF SELLER OR ANY OF ITS AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES.

(b) WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BUYER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS BUYER MAY DESIRE OR DETERMINE WARRANTED, AND THAT BUYER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED) OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT BUYER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

(c) WITHOUT LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPHS, EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 8 (AS LIMITED BY THIS SECTION 9), BUYER EXPRESSLY RELEASES AND DISCHARGES SELLER AND ITS AFFILIATES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS

FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "***CLAIMS***") (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws or with respect to any Environmental Risk. "***Environmental Laws***" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement. IT IS SPECIFICALLY INTENDED BY SELLER AND BUYER THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING SELLER], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE). An "***Environmental Risk***" consists of (i) the presence of any asbestos or asbestos-containing materials, (ii) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (iii) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "***Release***" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

(d) THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE CLOSING WITHOUT LIMITATION.

10. **The Closing**.

(a) *The Closing Date*. The closing (the "***Closing***") shall take place at the Title Company's office on a date (the "***Closing Date***") which is the thirtieth (30th) day after the expiration of the Inspection Period or at an earlier date mutually agreed to by the parties. Neither party shall have the obligation to have an authorized representative physically present at the Closing. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein.

(b) *Seller's Closing Requirements*. At the Closing, Seller will: (i) execute, acknowledge and deliver a special warranty deed in the form attached to this Agreement as **EXHIBIT B** (the "***Deed***"), subject to the insertion of the Permitted Exceptions; (ii) execute and deliver a declaration of nonforeign status; (iii) deliver evidence that the person executing Seller's closing documents is authorized to bind

Seller; (iv) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Seller detailing the net proceeds due to Seller, after taking into account the allocation of closing costs under this Agreement; and (v) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing.

(c) *Buyer's Closing Requirements*. At the Closing, Buyer will: (i) pay the Purchase Price in immediately available funds; (ii) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Buyer detailing the gross amount due from Buyer, after taking into account the allocation of closing costs under this Agreement; and (iii) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property is conditioned on the Title Company being prepared to issue the Title Policy for the Property as described in Section 5 hereof;

11. **Closing Costs**. Seller and Buyer shall pay the closing costs as follows:

(a) *Taxes*. The real and personal property taxes for the Property for the year in which the Closing occurs shall be prorated on a calendar year and per-diem basis as of the Closing Date (based on actual ad valorem taxes for the year preceding the Closing), with Seller paying for such taxes through the Closing Date and Buyer paying for such taxes thereafter. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (the "***Roll Back Taxes***") for periods prior to Closing, the Roll Back Taxes will be the obligation of Buyer. Obligations imposed by this paragraph will survive Closing.

(b) *Fees and Costs*. Seller and Buyer shall split equally any and all customary closing costs, fees and other charges of the Title Company. Buyer and Seller shall pay their respective attorneys' fees.

(c) *Recording Fees*. Buyer shall pay the costs for recording the Deed. Seller shall pay the costs of recording any document to cure a Title Objection which Seller elects to cure, and any and all other recording costs shall be paid by Buyer, including for any financing.

(d) *Title Policy*. Buyer shall pay the costs to issue the Title Commitment and the premium for the basic Title Policy. Buyer shall pay the costs of any additional premiums for endorsements or extended coverage, including the costs associated with the removal of the so-called survey exception. Buyer shall pay all costs associated with any title costs for financing, including lender's title insurance premiums, if any.

(e) *Survey*. Seller shall pay the cost and expense of the Survey.

12. **Possession**. On the Closing Date, Seller shall deliver possession of the Property to Buyer, free, clear and discharged of possession or use and the right of possession or use by any and all individuals and entities except for the Permitted Exceptions.

13. **Commissions**. Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Buyer and Seller covenant and agree that each will, to the extent permitted by law, indemnify and hold the other harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Agreement, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom, alleged to be due to the indemnifying party's acts. Such indemnities shall survive any termination or Closing of this Agreement.

14. **Risk of Loss**.

(a) *Material Casualty*. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is damaged by any casualty or other occurrence prior to the Closing, Seller shall promptly notify Buyer in writing (the "***Casualty Notice***"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's good faith reasonable determination as to whether or not the casualty damage is covered by Seller's insurance. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, then at Buyer's sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) elect to take the Property as it then is, in which event the parties will proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the transaction in accordance with the terms of this Agreement.

(b) *Eminent Domain*. In the event all or any material portion of the Land is taken by eminent domain or any eminent domain or condemnation proceeding is instituted (or notice of same is given) prior to Closing, Seller shall promptly notify Buyer in writing which shall include a description in reasonable detail of the property to be taken. In such event then at Seller's sole option, Seller may elect to terminate this Agreement by giving written notice of such election to Buyer and the Title Company not later than the Closing Date, in which event all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect.

15. **Default and Remedies**.

(a) *Default by Seller*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Seller, Buyer may, as Buyer's sole and exclusive remedy, elect by notice to Seller within ten (10) days following the scheduled Closing Date, either of the following: (i) terminate this Agreement, whereupon Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement); or (ii) seek the remedy of specific performance of the Agreement, and in either event, Buyer hereby waives all other remedies, including, without limitation, any claim against Seller for damages of any type or kind, including, without limitation, consequential or punitive damages. Failure of Buyer to make the foregoing election within the foregoing ten (10) day period shall be deemed an election by Buyer to terminate this Agreement, whereupon Seller and Buyer will have no further rights or obligations under this Agreement.

(b) *Default By Buyer*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Buyer, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement. Notwithstanding the foregoing, nothing contained herein will limit Seller's remedies at law, in equity or as herein provided in the event of a breach by Buyer of any of the matters which expressly survive Closing or those matters which expressly survive the early termination of this Agreement.

(c) *Consequential and Punitive Damages*. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages or lost profits for any matter or claim arising under this Agreement. This Section 15(c) shall survive Closing or early termination of this Agreement.

16. **Miscellaneous**.

(a) *Intentionally left blank.*

(b) *Severability*. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(c) *Time*. Time is of the essence of this Agreement; *however*, if the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

(d) *Binding Effect; Assignment*. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Buyer may not assign this Agreement without first obtaining Seller's prior written consent thereto, which can be withheld or denied in Seller's sole and absolute discretion. Any assignment in contravention of this Section shall be void. No assignment consented to by Seller shall release Buyer herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereto.

(e) *Amendment and Waiver*. This Agreement may be amended only by an instrument in writing executed by Seller and Buyer, with a copy sent to the Title Company. Either Buyer or Seller may waive any requirement to be performed by the other, *provided* that said waiver shall be in writing and executed by the party waiving the requirement.

(f) *Integrated Agreement*. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

(g) *Choice of Law/Venue/Attorney Fees*. The substantive laws of the State of Texas (and not its conflicts of law principles) 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. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(h) *Intentionally left blank.*

(i) *Notice*. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or by email, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be, or (iii) if by email, on the date the email is sent if the email is sent prior to 5:00 p.m. Central time or on the date after the email is sent if the email is sent after 5:00 p.m. Central time. Notices on behalf of either party may be given by the attorneys representing such party. The parties hereby designate the addresses set forth below as their respective notice addresses under the Agreement.

If to Seller:	If to Buyer:
Housing Channel	City of Kennedale
____________________________	405 Municipal Drive
____________________________	Kennedale, Texas 76060
Attn: ______________________	Attn: George Campbell, City Manager
E-mail: ____________________	E-mail: gcampbell@cityofkennedale.com
With a copy to:	With a copy to:
____________________________	Taylor, Olson, Adkins, SRalla & Elam, LLP
____________________________	6000 Western Place, Suite 200
____________________________	Fort Worth, Texas 76107
Attn: ______________________	Attn: Drew Larkin, City Attorney
E-mail: ____________________	E-mail: dlarkin@toase.com

(j) *Full Execution*. This Agreement shall be deemed fully executed and binding upon Buyer and Seller if and when Buyer and Seller have executed this Agreement or separate counterparts. The Title Company's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Company's acceptance of its obligations hereunder as set forth below.

(k) *Non-Survival*. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.

(l) *Limitation of Liability*. In no event whatsoever shall Seller's liability (if any) under this Agreement and the Closing documents (including any such liability for attorneys' fees and expenses) exceed, in the aggregate, an amount equal to the Purchase Price. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's directors, employees, agents, directors, officers or other owners of Seller or their respective constituent partners.

(m) *Waiver of Jury Trial*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(n) *Intentionally left blank.*

(o) *Sophistication of the Parties*. Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.

(p) *Counterparts*. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.

17. **Legal Notices**.

(a) *Texas Real Estate Licensing Act*. The Texas Real Estate License Act requires a real estate agent to advise Buyer that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

(b) *Annexation*. If the Land is located outside the limits of a municipality, the Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Land for further information.

(c) *Notice Regarding Possible Liability for Additional Taxes*. Seller notifies Buyer under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

END OF PAGE – CONTINUED ON NEXT PAGE

SIGNATURE PAGE

Seller and Buyer have executed this Agreement on the dates which follow below their respective signatures. Any reference herein to the "***Effective Date***," "the date of this Agreement" or "the date hereof" shall be the date on which the Title Company executes this Agreement below, acknowledging receipt a fully executed copy of this Agreement.

SELLER:

{Insert Legal name}
a ____________________

By: ____
Name: ____
Its: ____

Date: ______________________, 2020

BUYER:

CITY OF KENNEDALE, TEXAS
a Texas home rule municipality

By: ____
Brian Johnson, Mayor

Date: ______________________, 2020

TITLE COMPANY:

The Title Company acknowledges receipt of this Agreement fully executed by Seller and Buyer on ______________________, 2020.

Fidelity National Title Company – The Baker Firm, PLLC

By:____

EXHIBIT A
PROPERTY

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF __________ §

__________, a __________ ("***Grantor***"), for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor paid by __________, a __________ ("***Grantee***"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in __________ County, Texas, described on **EXHIBIT A** (the "***Property***"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "***Ancillary Rights***"). The Ancillary Rights are conveyed without warranty of title, express or implied, including, without limitation, the implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on **EXHIBIT B** attached hereto and the Possibility of Reverter as described below.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property at depths of and below five hundred feet (500').

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

For Grantor and Grantor's heirs, successors, and assigns forever, Grantor hereby retains and reserves a possibility of reverter (the **"*Possibility of Reverter*"**) pursuant to which, upon (i) the occurrence of one or more Reversion Event (hereinafter defined), and (ii) Grantor's filing of a notice of exercise of reverter in the Official Public Records of Tarrant County, Texas, this conveyance, without any further action required to be taken by Grantor, will terminate and be null and void, and fee simple title to the Property, and all improvements then existing thereon, will revert to and vest in Grantor. Grantee agrees to cooperate with Grantor in connection with the transfer of title to the Property and, promptly following request by Grantor, will execute and deliver to Grantor a deed in form of this deed (excluding the terms and conditions of this paragraph, any other paragraphs pertaining to the Possibility of Reverter, and the paragraphs pertaining to the reservation of the mineral interest). The occurrence of any one or more of the following conditions, which shall be conditional limitations upon the estate conveyed to Grantee hereunder, shall be referred to herein collectively as "***Reversion Events***" and each individually as a "***Reversion Event***":

(a) Grantee has failed to receive certificate of occupancy from the City of Kennedale for six affordable housing single family homes on the Property ("***Permitted Use***"), in compliance with the requirements described in the Performance Agreement executed by and between Grantor and Grantee on ___________. For purposes of this Special Warranty Deed, "affordable housing" has the meaning described by 42 U.S.C. Section 12745, as amended;

(b) the Property at any time is not used, or ceases to be used, exclusively for the purposes of Permitted Use, and Grantor gives Grantee written notice of such condition and sixty (60) days following the giving of such notice such condition continues to exist; or

(c) if any of the six affordable housing homes are removed from the Property by Grantee.

It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple determinable in and to the Property and that the provisions of this Special Warranty Deed shall constitute conditional limitations upon the estate conveyed herein and not a covenant or a right of re-entry for breach of condition subsequent. Neither the occurrence of a Reversion Event or other condition due to an act or failure to act by a third party, nor impossibility or inability of Grantee to prevent the occurrence of a Reversion Event or other condition, shall excuse such occurrence of a Reversion Event or condition to prevent the termination of the determinable fee estate conveyed hereby in accordance with the terms hereof.

The rights of reversion reserved herein shall terminate and shall be of no further force or effect 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Special Warranty Deed. The Possibility of Reverter and all other rights retained or reserved by Grantor in this Special Warranty Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than the Property). All provisions of this Special Warranty Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

All taxes and other assessments assessed against the Property for the year __________ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.3.

SUBJECT
Consider making appointments to the Board of Adjustment/Building Board of Appeals, Keep Kennedale Beautiful Commission, Kennedale Economic Development Corporation, Parks and Recreation Board, Planning and Zoning Commission, Library Advisory Board, Utility and Infrastructure Board, TownCenter Development District, and the Tax Increment Reinvestment Zone

ORIGINATED BY
George Campbell, City Manager

SUMMARY
At this time, Council will consider making Advisory Board and Commission appointments. For associated attachments, please see related Work Session item II.A.2.

RECOMMENDATION
Approve

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.4.

SUBJECT
Consider appointment of a Chair and Vice Chair of the Board of Adjustment (BOA) and Building Board of Appeals (BBA), pursuant to Ordinance 529, Section 1(c)(1)

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Currently, Jeff Nevarez serves as Chair and Martin Young (who did not reapply) serves as Vice Chair of these boards. Ordinance 529 states:

Sec. 17-430. Board of Adjustment
(c) Organization, Rules, and Requirements.
(1) By November of each year, the city council shall designate one member as chair and one member as vice chair. The terms of the chair and vice chair shall be one (1) year. It will be the duty of the chair to preside over meetings and to administer oaths and compel the attendance of witnesses. If the chair is absent the vice chair shall assume the duties of that office.

Current Membership (Prior to any appointments made by the Council during this meeting):

- Place 1: Azam Shaikh
- Place 2: Jeff Nevarez, Chair
- Place 3: Kelli Rod
- Place 4: Martin Young, Vice Chair (does not wish to continue service)
- Place 5: Lana Sather
- Place 6: Jeremy Johnson, Alternate
- Place 7: Jessica Virnoche, Alternate
- Place 8: Thelma Kobeck, Alternate
- Place 9: Patrick Vader, Alternate

NEW APPLICANTS: Perry Clementi, Julie Jacobson, Myron Jones, Andrew Malkowski

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.5.

SUBJECT
Consider appointment of a Chair and Vice Chair of the Planning and Zoning Commission (P&Z), pursuant to Section 29.3.C.1 of the Unified Development Code (UDC)

ORIGINATED BY
George Campbell, City Manager

SUMMARY
Currently, Martha Dibella serves as Chair, but no member is currently designated as Vice Chair of the P&Z. "Section 29.3 Planning and Zoning Commission" of the UDC states:

C. Organization, Rules, and Requirements.
1. By November of each year, the City Council shall designate a chair and a vice chair. The terms of the chair and vice chair shall be one (1) year. It will be the duty of the chair to preside over meetings and to assist in setting meeting agendas. If the chair is absent the vice chair shall assume the duties of that office.

Current Board Membership (Prior to any appointments made by the Council during this meeting):

- Place 1: Greg Adams
- Place 2: Martha Dibella, Chair
- Place 3: Austin Degenhart
- Place 4: Kayla Hughes
- Place 5: VACANT
- Place 6: Billy Don Gilley (did not reapply)
- Place 7: Mark Perkins
- Place 8: Brent Jones, Alternate
- Place 9: Perry Clementi, Alternate

NEW APPLICANTS: Julie Jacobson, Andrew Malkowski, ~~Mark Green (lives in unincorporated Tarrant County and would not be eligible)~~

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.F.6.

SUBJECT
Consider appointment of a Chair of the Tax Increment Reinvestment Zone Board (TIRZ) #1 Board of Directors, pursuant to Ordinance 506, Section 3

ORIGINATED BY
George Campbell, City Manager

SUMMARY
There is no member currently designated as Chair of the TIRZ Board. The Board elects a Vice Chair. Ordinance 506 states:

"Section 3. Zone Board of Directors
A board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members who shall serve for terms of two (2) years each. Of these seven (7) members, each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one (1) member to the Board.

After each taxing unit other than the City designates to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member, the City Council shall appoint whatever number of members are necessary to fill the remaining positions on the Board. ***Each year the City Council shall appoint a member to serve as chair for a term of one year beginning January 1 of the following year per Section 311.009(f) of the Texas Tax Code.*** *The City Council authorizes the Board of Directors to elect from its members a vice chair and such other officers as the Board of Directors sees fit."*

Current Membership (Prior to any appointments made by the Council during this meeting):

- Place 1: Darold Tippey
- Place 2: VACANT
- Place 3: Chris Pugh
- Place 4: Council Member Chad Wandel
- Place 5: Devan Allen*, representing Tarrant County (continued service confirmed)
- Jill "J.R." Labbe*, representing the Tarrant County Hospital District (JPS) (continued service confirmed)
- Dr. Eugene Giovannini, Proxy: Susan Alanis*, representing the Tarrant County College District (continued service confirmed)

** Member appointed by a participating taxing unit*

NEW APPLICANTS: Joann Huckabee, Julie Jacobson, Andrew Malkowski

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
CASE #PZ 21-01 — Conduct a public hearing and consider Ordinance 721, regarding a request by John F. Goss for a rezoning from "OT-4" Old Town-4 to "OT-2" Old Town-2 for approximately 1-acre located at 443 True Gunn Road, #A and B, and 445 True Gunn Road, Carol Heights Addition, Lots 5R, 6R and 7R, City of Kennedale, Tarrant County, Texas

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Rezone from OT-4 (Old Town 4) to OT-2 (Old Town 2)
Applicant	John F. Goss
Location	443 #A and #B and 445 True Gunn Road
Surrounding Uses	Single-Family Residential, Mobile Homes, Industrial
Surrounding Zoning	OT-4
Future Land Use Plan Designation	Downtown Village
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY
This request is for three parcels of land. 445 True Gunn has a single family home on the site and 443A and 443B are both vacant.

SURROUNDING PROPERTIES & NEIGHBORHOOD
This property is located approximately two blocks west of Kennedale Parkway in the Northwest part of the city. This street and the adjoining street (Woodlea Lane) are characterized by a variety of lot sizes with single family homes. Immediately to the West of the property is a mobile home park and business and industrial uses exist along Kennedale Parkway to the East. As this neighborhood abuts the creek along the North, South, and West sides, the only connected street is Woodlea Lane (which intersects with Kennedale Parkway).

STAFF REVIEW
Future Land Use Plan
The Future Land Use Plan indicates this property as Downtown 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

- Financially responsible and sustainable.
- Well-planned community based on principles of a connected city, economic prosperity, and a thriving community.

SUMMARY

The owner of the property has expressed an intent to develop single family homes on the two vacant sites or to potentially combine the two parcels for a larger lot single family home. This rezoning would convert 445 True Gunn (currently legal non-conforming) into a conforming lot. A City-initiated rezoning to Old Town 4 (OT-4) was approved years ago in an effort to encourage higher density development and a mix of uses in this older part of the City. OT-4 zoning requires a minimum of three attached units for single family development. The proposed zoning, OT-2, would allow for a continuation of the development principles of Old Town, while also allowing for single family development. Because this area is small, is not connected to other neighborhoods, and is immediately surrounded by mostly single family homes, these three lots are unlikely to develop into a higher density development. Staff believes the development of these lots for single family homes would be compatible and consistent with surrounding development.

At their meeting on Thursday, January 14, the Planning and Zoning Commission unanimously recommended approval of this request with a vote of 6–0.

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

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

ATTACHMENTS

1.	O721_True Gunn Zoning Ordinance	O721_True Gunn Zoning Ordinance.pdf

ORDINANCE NO. 721

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 1 ACRE LOCATED AT 443 TRUE GUNN ROAD, #A AND B AND 445 TRUE GUNN ROAD, CAROL HEGHTS ADDITION, LOTS 5R, 6R AND 7R, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS FROM "OT-4" OLD TOWN DISTRICT TO "OT-2" OLD TOWN 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 January 14, 2021, and by the City Council of the City of Kennedale, Texas, on January 19, 2021, 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 1 acre located at 443 True Gunn Road, #A and B and 445 True Gunn Road, Carol Heights Addition, Lots 5R, 6R and 7R, City of Kennedale, Tarrant County, Texas on the illustration attached hereto as Exhibit “A” and incorporated herein for all purposes of this ordinance, is hereby rezoned from “OT-4” Old Town District to “OT-2” Old Town 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 19TH DAY OF JANUARY, 2021.

APPROVED:

____

MAYOR BRIAN JOHNSON

ATTEST:

[CITY SEAL]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____

EFFECTIVE DATE:

____

ORDINANCE NO. 721
EXHIBIT "A"

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 19, 2021

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

SUBJECT
CASE #PZ 21-02 — Conduct a public hearing and consider an Ordinance 722, regarding a request by the Economic Development Corporation for a rezoning from "R3" Residential to "NV" Neighborhood Village for approximately 0.42 acre located at 6820 Oak Crest Dr. W, Oak Crest Addition, Lot 31, Block 1, City of Kennedale, Tarrant County, Texas

ORIGINATED BY
Melissa Dailey, Director of Planning & Economic Development

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Rezone from R3 Residential to Neighborhood Village (NV)
Applicant	Kennedale Economic Development Corporation (EDC)
Location	6820 Oak Crest Drive W.
Surrounding Uses	Single-Family Residential, Industrial, Church
Surrounding Zoning	R3, Industrial (I), Employment Center (EC)
Future Land Use Plan Designation	Residential
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY
The property is slightly more than a 1/3 acre and is a vacant lot in the Oak Crest neighborhood owned by the Kennedale Economic Development Corporation (EDC).

SURROUNDING PROPERTIES & NEIGHBORHOOD
The Oak Crest neighborhood is a mix of uses — primarily single family homes with some heavy industrial uses along the Southern edge. The property adjacent to the South is an industrial use (Texas Tank and Tire) and single family and vacant lots flank the property to the North and across the street. Approximately three blocks to the Northeast is an area zoned Employment Center (EC), which is designated to be a mix of higher density uses in a walkable environment. Many of the heavy industrial uses in the neighborhood are salvage yards and are legal non-conforming uses that were part of an annexation by the City. Additionally, two hotels are currently planned in this area.

STAFF REVIEW
Future Land Use Plan
The Future Land Use Plan indicates this property as Residential.

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

- PRINCIPLE 1: CONNECTED CITY, SUPPORTING A WALKABLE BUILT ENVIRONMENT.
  As land development creates the demand to travel, ensure that it reduces the need to drive by provide ample direct connections for pedestrians, bicycles and transit.
- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.
  Providing housing options for people of varying financial means and residential preferences. Provide the regulatory framework and developer support to provide quality housing for residents. Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.
- PRINCIPLE 3: THRIVING COMMUNITY. CREATE VIBRANT CENTERS.
  Promote social integration and economic activity through the development of different scale centers

throughout the community.

City Council Ends Statements and Goals

- 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
The EDC has owned this property since 2017. Their goal is to facilitate the development of the property in a way that improves the Oak Crest neighborhood and generates increased property tax revenue. This is a challenging parcel to develop due to the adjacent heavy industrial uses. However, single family uses do exist on parcels to the North and East of the site. A quality transitional use between the Industrial and single family is needed for this unique parcel. The EDC has partnered with the Housing Channel, a non-profit that develops affordable housing in North Texas, and the University of Texas at Arlington, who has created the design for the development, to develop redevelopment plan for this parcel.

The plan envisions six new small, quality, affordable homes for seniors in a walkable, connected community that includes a green space for gathering. This type of development provides needed homes for seniors while improving the neighborhood. Because of the uniqueness of this development along with potential future development opportunities on surrounding lots, staff is recommending Neighborhood Village (NV) zoning for this site.

The City of Kennedale owns an almost 1-acre vacant lot two lots to the South and another vacant lot across the street slightly to the North. A private owner owns the two vacant lots to the South of the City's lot and across the street from this parcel. There is an opportunity for staff to proactively work with developers to develop these lots individually or combine them to create a mixed use development that could include additional housing and/or live-work units or office uses in a quality Neighborhood Village environment.

At their meeting on Thursday, January 14, the Planning and Zoning Commission unanimously recommended approval of this request with a vote of 6–0.

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

ATTACHMENTS

1.	O722_6820 Oak Crest Zoning Ordinance	O722_6820 Oak Crest Zoning Ordinance.pdf

ORDINANCE NO. 722

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 0.42 ACRE LOCATED AT 6820 OAK CREST DRIVE W., LOT 31, BLOCK 1, OAK CREST ADDITION, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS FROM "R3" RESIDENTIAL DISTRICT TO "NV" NEIGHBORHOOD VILLAGE DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale, Texas, on January 14, 2021, and by the City Council of the City of Kennedale, Texas, on January 19, 2021, 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 .42 acre located at 6820 Oak Crest Drive W., Lot 31, Block 1, Oak Crest Addition, City of Kennedale, Tarrant County, Texas on the illustration attached hereto as Exhibit "A" and incorporated herein for all purposes of this ordinance, is hereby rezoned from "R3" Residential District to "NV" Neighborhood Village 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 19TH DAY OF JANUARY, 2021.

APPROVED:

____

MAYOR BRIAN JOHNSON

ATTEST:

[CITY SEAL]

____

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

____

EFFECTIVE DATE:

____

ORDINANCE NO. 722
EXHIBIT "A"