

KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | OCTOBER 19, 2021 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

MEMBERS OF THE PUBLIC MAY JOIN IN PERSON OR
ACCESS A LIVE FEED AT WWW.CITYOFKENNEDEALE.COM/VIDEOS
THE VIRTUAL OPTION DOES NOT ALLOW FOR PUBLIC COMMENT

I. CALL TO ORDER

To address the City Council regarding a agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Council as a whole, rather than individual Councilmembers or staff.

A. ROLL CALL

II. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion of the board appointment process and calendar
2. Hold a discussion and consider offering staff direction regarding potential amendments to the EDC Bylaws and/or Articles of Incorporation
3. Update regarding American Rescue Plan Act (ARPA) funding received by the City
4. Hold a discussion and consider offering staff direction regarding Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant application and funding sources for the Valley Lane Streambank Stabilization project
5. Hold a discussion and consider offering staff direction regarding use and project prioritization for the \$6 million CO issued in September 2021

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

III. EXECUTIVE SESSION

- A. **PURSUANT TO §551.071** — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act, and the following:
1. Hammack Creek (337 Kennedale Sublett Road)
 2. Proposed Developments by SummaTerra Ventures at 404 E Kennedale Parkway, 521 W Kennedale Parkway, and 409 W Kennedale Parkway
 3. CASE #PZ 21-13
- B. **PURSUANT TO §551.074** — Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee; and the following:
1. City Manager

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

V. REGULAR SESSION

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

B. VISITOR AND CITIZEN FORUM

At this time, any person may address the Council about items not on the agenda. Rules and procedures for addressing the Council 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.

C. 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
 - Arbor Day Proclamation
3. Updates from the Interim City Manager
4. Financial Reports for the City
5. Schedule of Investment Activity for quarter ending September 30, 2021
6. Financial Reports and/or Minutes for the EDC

D. 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 August 17, 2021 regular meeting
2. Approval of the minutes from the August 24, 2021 special meeting
3. Approval of the minutes from the August 31, 2021 special meeting
4. Approval of the minutes from the September 15, 2021 special meeting
5. Approval of the minutes from the September 21, 2021 regular meeting
6. Approval of the minutes from the September 25, 2021 special meeting
7. Approval of the minutes from the September 27, 2021 special meeting
8. Approval of the minutes from the October 4, 2021 special meeting
9. Approval of the minutes from the October 9, 2021 special meeting
10. Approval of the minutes from the October 11, 2021 special meeting

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of a FY 2022 Asset Forfeiture Sharing Agreement with local task force participants of the DEA Task Force Group (Fort Worth) and a 2022 Program – Funded State and Local Task Force Agreement with the Drug Enforcement Administration (DEA), and authorize Chief of Police to execute all documents related to same

F. PUBLIC HEARINGS

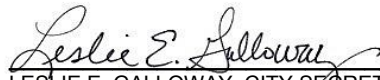
1. **CASE #PZ 21-13** — Conduct a public hearing and consider adoption of an ordinance regarding a request by Mycoskie & Associates for a rezoning from C2 General Commercial, R2 & R3 Residential to R4 Residential for approximately 108 acres located at 299 Jonah Road situated in the C.B. Teague Survey Tract 4, 3780 New Hope Road, located in the Raceway Estates Addition Lots 7A & 7B, 3830 New Hope Road is situated in the Robert C Richey Survey Tract 1B, City of Kennedale, Tarrant County, Texas
2. **CASE #PZ 21-14** — Conduct a public hearing and consider adoption of an ordinance regarding a request by H. Nemat for a rezoning from R3 Single-Family Residential to R4 Single-Family Residential for approximately 1.474 acres located at 1200, 1220 and 1224 Mansfield Cardinal Road, in the B. Jopling Survey, Abstract 880 and the J. Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas
3. **CASE #PZ 21-15** — Conduct a public hearing and consider adoption of an ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6800 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 26, City of Kennedale, Tarrant County, Texas

4. **CASE #PZ 21-16** — Conduct a public hearing and consider adoption of an ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6808 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 28, City of Kennedale, Tarrant County, Texas

VI. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE OCTOBER 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, 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.

POSTED _____ (DATE) _____ (TIME)

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

Discussion of the board appointment process and calendar

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

A roster is attached showing all expiring terms and existing vacancies. Staff will alert expiring board members this month and the Council can expect to see the consideration of appointments to various advisory boards and commissions on the November 16 regular agenda. In addition, the Council will be asked to consider appointment of a Chair and Vice Chair of BOA/BBA, P&Z, and UIB; and a Chair of the TIRZ Board. Those eligible can apply for board membership at www.cityofkennedale.com/boardAPP or view the boards at www.cityofkennedale.com/boards.

RECOMMENDATION

If the Council should have any input regarding this process and/or timeline, staff would request it at this time.

ATTACHMENTS

1.	Boards and Commissions Rosters 2021	Boards and Commissions Rosters 2021.pdf
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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.

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 expects to include board applications in the November 16 packet along with an action item to consider appointments.

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

Interim City Manager

lgalloway@cityofkennedale.com

817-985-2104 office

682-215-6164 cell

cityofkennedale.com/boards

UPDATED 10.14.2021

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

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:

- 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)			
PLACE	CURRENT MEMBER	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Azam Shaikh, Vice Chair	2021	
2	Jeff Nevarez, Chair	2022	
3	Kelli Rod	2021	
4	Thelma Kobeck	2022	
5	Lana Sather	2021	
6	Jeremy Johnston, Alternate	2022	
7	Jessica Virnoche, Alternate	2021	
8	Myron Jones, Alternate	2022	
9	Patrick Vader, Alternate	2021	

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.

Staff Liaison(s)	Director of Planning and Economic Development
Secretary	Planner and/or Permits Clerk
Regular Meeting	6:00 p.m. on Second Tuesdays, if there is a case to hear

EDC Economic Development Corporation (Separate Entity)			
PLACE	CURRENT MEMBER	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Councilmember Julie Jacobson	2021	
2	Marcel Terry	2022	
3	VACANT	2021	
4	Darold Tippey	2022	
5	VACANT	2021	
6	Mark Yeary, President	2022	
7	VACANT	2021	

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.

Staff Liaison(s)	City Manager & Director of Planning and Economic Development
Secretary	Rosie Ericson Administrative Assistant
Regular Meeting	6:00 p.m. on Fourth Tuesdays

KKB | Keep Kennedale Beautiful

PLACE	CURRENT MEMBER	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Cesar Guerra	2021	
2	JoAnn Huckabee	2022	
3	Mark Green	2021	
4	Kimberly Kincaid-Smith	2022	
5	Wilda Turner	2021	
6	Kenneth Michels, Chair	2022	
7	Linda Miller	2021	
8	Laurie Sanders, Vice Chair	2022	
9	Kimberly Courtney	2021	

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. Quorum = 5.

Staff Liaison(s)	Public Works Director
Secretary	Lori Stevenson, Public Works Administrative Assistant

LAB Library Advisory Board (Advisory to Staff Only)			
PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Susan Reed	2021	
2	Josh Virnoche	2022	
3	Robert Mundy	2021	
4	Troy Brannon	2022	
5	VACANT	2021	

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) and Ordinance 531 (2013); See [Section 16-60 to 16-63](#) of Code. Chair and Vice Chair elected by membership by November, annually (for one-year terms). Quorum = 3.

Staff Liaison(s)	Amanda King, Library Director
Secretary	Amanda King, Library Director
Regular Meeting	Quarterly, Times and Dates Vary

PRB | Parks & Recreation Board

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Corey Hines	2021	
2	Jeff Nevarez, Chair	2022	
3	Kenneth Michels, Vice Chair	2021	
4	Gary Swan	2022	
5	Bobby Goff	2021	
6	Jeremy Johnston	2022	
7	Ann Beck	2021	
8	JoAnn Huckabee, Alternate	2022	
9	David Green, Alternate	2021	

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.

Staff Liaison(s)	Public Works Director
Secretary	Lori Stevenson, Public Works Administrative Assistant
Regular Meeting	6:00 p.m. on First Wednesdays

P&Z | Planning & Zoning Commission

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Greg Adams	2021	
2	VACANT	2022	
3	VACANT	2021	
4	Kayla Hughes, Vice Chair	2022	
5	Perry Clementi	2021	
6	Brent Jones	2022	
7	Mark Perkins	2021	
8	Derrick Rubin, Alternate	2022	
9	Andrew Malkowski, Alternate	2021	

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.** Quorum = 4

Staff Liaison(s)	Director of Planning and Economic Development
Secretary	Planner and/or Permits Clerk
Regular Meeting	6:00 p.m. on Second Thursdays

TIRZ Tax Increment Reinvestment Zone Board (Separate Entity)			
PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	Darold Tippey, Chair	2021	
2	Mayor Pro Tem Jan Joplin	2022	
3	Rockie Gilley	2021	
4	Chad Wandel	2022	
5	Devan Allen* (Tarrant County)	Staff will contact the current members to determine if they will continue service or if another representative will take their place.	Tarrant County Precinct 2 Commissioner Vice President, Communications & Community Affairs for JPS Health Network Tarrant County College Chancellor Proxy: Chief Operating Officer
6	Jill "J.R." Labbe* (TC Hospital District)		
7	Dr. Eugene Giovannini, Proxy: Susan Alanis* (Tarrant County College)		

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 June 29, 2021.

ESTABLISHING AND GOVERNING DOCUMENTS

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

Staff Liaison(s)	City Manager
Secretary	Rosie Ericson, Administrative Assistant
Regular Meeting	Once Annually

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

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	EDC President Mark Yeary, Chair (Automatically filled by EDC President)	2021	
2	VACANT (Must be filled by an EDC Member)	2022	
3	Mayor Linda Rhodes, Vice Chair (Automatically filled by Mayor)	2021	
4	Councilmember Gary Mitchell (Must be filled by a Council Member)	2022	
5	VACANT (Must be filled by a Council Member)	2021	
-	NON-VOTING Staff to Serve as Ex Officio (Advisory) Director	SEE NOTE**	

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)	City Manager
Secretary	Rosie Ericson, Administrative Assistant
Regular Meeting	Once Annually

UIB | Utility & Infrastructure Board

PLACE	CURRENT MEMBERSHIP	TERM END	NOTES AND/OR NOMINATION FOR THIS PLACE
1	P&Z Commissioner VACANT	2021	<i>Must be P&Z Member</i>
2	P&Z Chair VACANT	2022	<i>Must be P&Z Member</i>
3	Parks Board Chair Jeff Nevarez	2021	<i>Must be Parks Board Member</i>
4	Parks Board Member Kenneth Michels	2022	<i>Must be Parks Board Member</i>
5	EDC Board Member Darold Tippey	2021	<i>Must be EDC Member</i>
6	EDC Board Member VACANT	2022	<i>Must be EDC Member</i>
7	Jeff Gregory	2021	<i>No Requirement</i>
8	Parks Board Member David Green, Alternate	2022	<i>No Requirement</i>
9	VACANT, Alternate	2021	<i>No Requirement</i>

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 614 (2016); Alternates added 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)	City Manager Public Works Director
Secretary	Rosie Ericson, Administrative Assistant
Regular Meeting	As Requested by the Council

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

Hold a discussion and consider offering staff direction regarding potential amendments to the EDC Bylaws and/or Articles of Incorporation

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

There has been some discussion amongst the Council regarding the desire to see changes to the EDC Bylaws to allow for non-residents to serve in certain places (either existing or added) on the board. At this time, staff would welcome further discussion and direction regarding any amendments the Council would like to consider as a future action item.

RECOMMENDATION

As the EDC Board makes decisions regarding the expenditure of tax dollars belonging to residents of Kennedale, staff does not recommend expanding the eligibility requirements of the EDC Board to allow those who do not live within the City to serve. However, if the Council does desire to allow for this, staff would recommend adding certain non-voting (advisory only) places that would specifically allow for the appointment of non-residents.

ATTACHMENTS

1.	Articles of Incorporation and Bylaws, As Amended	Articles of Incorporation and Bylaws, As Amended.pdf
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ARTICLES OF INCORPORATION

OFFICIAL CITY
SECRETARY'S COPY.

OF

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

§

CITY OF KENNEDALE

§

FILED
In the Office of the
Secretary of State of Texas

DEC 02 1996

CORPORATIONS SECTION

WE, THE UNDERSIGNED natural persons, not less than three in number, each of whom is at least 18 years of age, and each of whom is a qualified elector of the City of Kennedale, Texas, a municipal corporation established under the Texas Constitution, acting as incorporators of a public instrumentality and nonprofit development corporation (the "Corporation") under the "Development Corporation Act of 1979", as amended, with the approval of the City Council of the City of Kennedale, Texas (the "City") as evidenced by the Resolution attached as Attachment "A" and made a part of these Articles for all purposes, do hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE I

NAME

The name of the Corporation is "Kennedale Economic Development Corporation."

ARTICLE II

AUTHORIZATION

The Corporation is a nonprofit corporation, and is a development corporation under Section 4B of the Development Corporation Act of 1979, as amended, Article 5190.6 Vernon's Texas Civil Statutes, (the "Act").

ARTICLE III DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV PURPOSE AND LIMITATIONS

The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and acting on behalf of, the City in the promotion and development of projects approved by the voters of the City at an election held on August 10, 1996, including, but not limited to public parks, park facilities and events, open space improvements, learning centers, municipal buildings, related area transportation facilities, and related roads, streets, and water and sewer facilities, recycling facilities and projects to promote new or expanded business enterprises including public safety facilities, professional and amateur athletics and sports including stadiums, ball parks, auditoriums, projects related to entertainment, convention, tourist, and exhibition facilities, amphitheaters, concert halls, museums and related stores, restaurant, concession, and automobile parking facilities, demolition of existing structures, and general improvements that are municipally owned, as well as any other improvements or facilities that are related to any of the above projects and any other project authorized under Section 4B of the Act, and maintenance and operation costs associated with such projects. The Corporation may issue bonds on behalf of the City to finance projects. The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Sections 103 and 141 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation. However, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreements, bonds, debts or obligations of

the Corporation are or shall ever be deemed to be the agreements, bonds, debts or obligations, a pledge of faith and credit, the lending of credit, or a grant of public money or thing of value of or by the City, or any other political corporation, subdivision or agency of the State of Texas.

ARTICLE V FINANCING

(a) No bonds may be issued by the Corporation and no project may be financed with bond proceeds or other revenues of the Corporation unless the bonds or projects are first approved by the City Council.

(b) In the exercise of the powers of the Corporation, the Corporation may enter into loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation, all of which agreements, and the specific uses, and the methods of withdrawal and expenditure of the proceeds of the bonds, notes, or other debt instruments proposed to be issued by the Corporation, shall be stated and described in the proceedings authorizing the bonds, notes, or other debt instruments, and must be included as a part of the approval process of the City Council required above. In connection with the issuance of its obligations, the Corporation shall select bond counsel and financial advisors acceptable to the City Council.

(c) In the exercise of the powers of the Corporation, the Corporation may not enter into any loan, lease, trust, or other agreement the effect of which would grant, convey, transfer, mortgage, encumber, pledge or assign a security interest or any interest in any property owned by the City. Any agreement entered into by the Corporation shall contain language substantially to the effect that any grant, conveyance, transfer, mortgage, encumbrance, pledge or assignment of property owned by the City is prohibited.

ARTICLE VI MEMBERS

The Corporation has no members and is a nonstock corporation.

ARTICLE VII SALES TAX

Upon receipt from the City of the proceeds of the sales and use tax imposed under Section 4B of the Act, the Corporation may use the proceeds to pay the cost of projects and improvements (including, but not limited to construction, maintenance, operation, and administration) as defined in Section 4B(a) of the Act and for the promotion of economic development as provided in the Act. The proceeds may also be expended to pay the principal and interest on, and other costs relating to bonds or other obligations issued by the corporation to pay the costs of the projects, or to refund bonds or other obligations issued to pay the costs of projects.

ARTICLE VIII CONTRACTS AND EXPENDITURES

All contracts of the Corporation must be approved by the City Council before the contract is executed by the officers of the Corporation. After a contract is approved by the City Council, expenditures made in accordance with the terms of that contract do not require additional city council approval. Other expenditures of the Corporation require City Council approval before the expenditure is made.

ARTICLE IX AMENDMENT

These Articles of Incorporation may be amended at any time as provided in the Act, to make any changes and add any provisions which might have been included in the Articles of Incorporation in the first instance. Any amendment may be accomplished in either of the following manners:

(1) The members of the board of directors of the Corporation may file with the City Council of the City a written application requesting approval of amendments to the Articles of Incorporation, specifying the amendments proposed to be made. The City Council shall consider the application and, if it determines that it is advisable that the proposed amendments be made and approves the proposed amendments by resolution, then the board

of directors of the Corporation may amend the Articles of Incorporation by adopting the approved amendments at a meeting of the board of directors and delivering articles of amendment to the Secretary of State; or

(2) The City Council of the City may, at its sole discretion, and at any time, amend these Articles of Incorporation and alter or change the structure, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act, and subject to any limitation provided by the constitutions and laws of the State of Texas and the United States of America on the impairment of contracts entered into by the Corporation) by written resolution adopting the amendment to the Articles of Incorporation or by articles of dissolution at a meeting of the City Council and delivering articles of amendment or dissolution to the Secretary of State, as provided in the Act. Restated Articles of Incorporation may be filed with the Secretary of State as provided in the Act if approved by the City Council.

ARTICLE X ADDRESS

The street address of the initial registered office of the Corporation is P.O. Box 268, 209 N. New Hope Road, Kennedale, Texas 76060, and the name of its initial registered agent at that address is Kathy Turner, a resident of the State of Texas.

ARTICLE XI BOARD OF DIRECTORS

(a) The affairs of the Corporation shall be managed by a board of directors which shall be composed of seven persons appointed by the City Council of the City for two-year terms of office. Places 1, 3, 5, and 7 shall be appointed in odd-numbered years, and the initial term shall expire in 1997. Places 2, 4, and 6 shall be appointed in even-numbered years, with the initial term expiring in 1998. Terms shall begin October 1st of each year.

(b) Each director must be a resident of the City. At least three of the directors must not be employees, officers, or members of the City Council. A majority of the entire

membership of the board, including any vacancies, is a quorum. The board shall conduct all meetings within the boundaries of the City.

(c) The names and street addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors, are as follows:

	<u>NAMES</u>	<u>ADDRESSES</u>	
(1)	Tom Boone	908 Little School Road	Kennedale, Texas 09/30/97
(2)	Ron Kovach	816 Shady Creek	Kennedale, Texas 09/30/98
(3)	Gregory Sellers	618 Bluebonnet Lane	Kennedale, Texas 09/30/97
(4)	Nita Vaughn	408 Coker Valley Drive	Kennedale, Texas 09/30/98
(5)	Robert Duval	1010 Colonial Court	Kennedale, Texas 09/30/97
(6)	John Berry	604 Hillside Drive	Kennedale, Texas 09/30/98
(7)	Michael Box	101 Bowles Court	Kennedale, Texas 09/30/97

Each director must be qualified voter of the City. Each director, including the initial directors, shall be eligible for reappointment. Directors may be removed by the City Council at any time without cause.

(d) The directors shall serve without compensation but, they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the board of directors shall be filled by appointment by the City Council of a person who shall hold office until the expiration of the term. A director who is a member of the city council shall cease to be a director upon ceasing to be a member of the city council. The directors shall elect a president and vice-president and the city secretary shall be the secretary and treasurer of the corporation, as more specifically provided in the corporation's bylaws. The term of the president and the vice-president shall be for a period of one year, expiring on the Third Tuesday of August of each year. The city administrator, or city manager, as the case may be, shall serve as executive director of the corporation to provide administrative support services for the corporation.

(e) Meetings of the board of directors are subject to the Texas Open Meetings Act, Chapter 551, Texas Government Code, and the Corporation is subject to the Texas Open Records Act, Chapter 552, Texas Government Code.

ARTICLE XII INCORPORATORS

The names and addresses of the original incorporators are:

<u>NAMES</u>	<u>ADDRESSES</u>
(1) <u>Margaret Eichelberger</u>	<u>801 Shady Creek</u> , Kennedale, Texas
(2) <u>Vicki Thompson</u>	<u>916 Harrison Drive</u> , Kennedale, Texas
(3) <u>Linda Royster</u>	<u>1401 Peggy Lane</u> , Kennedale, Texas

Each incorporator is a qualified elector of the city.

ARTICLE XIII CITY COUNCIL APPROVAL

The City Council has specifically authorized the Corporation by Resolution to act on its behalf to further the purposes approved by the voters at an election held August 10, 1996, as stated in the Resolution and in these Articles of Incorporation. By the same Resolution, the City Council has approved these Articles of Incorporation. A copy of the authorizing Resolution is attached to these Articles of Incorporation and made a part of them for all purposes.

ARTICLE XIV RESTRICTIONS

(a) No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation or association.

(b) No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of

or in opposition to any candidate for public office.

(c) If the Corporation is ever determined to be a private foundation within the meaning of Section 5.09(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the Corporation:

(1) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;

(2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;

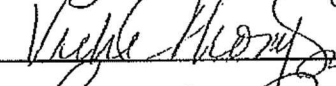
(3) shall not retain any excess business holdings as defined in Section 4943(c) of the Code;

(4) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and

(5) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XV DISSOLUTION

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.


Incorporators

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION

BYLAWS

ARTICLE I. OFFICES

1.01 Location. The principal office of the Kennedale Economic Development Corporation (the "corporation") is located at the Kennedale City Hall, 405 Municipal Drive, Kennedale, Texas[RPM1] 76060.

ARTICLE II. DIRECTORS

2.01 Number, Appointment, and Term of Office. The business and affairs of the corporation shall be managed by a board of seven directors (the "Board"). Directors shall be appointed by the city council of the City of Kennedale ("City Council"), and at least three directors must not be employees, officers, or members of the City Council. Each member of the Board shall serve at the pleasure of the City Council for a term of two years. Each director shall be a resident of the City of Kennedale ("City") and is entitled to one vote upon the business of the corporation.

2.02 Vacancies. In case of a vacancy on the Board, the City Council shall appoint a successor to serve the remainder of the unexpired term.

2.03 Regular Meeting; Place of Meetings. Regular meetings shall be held from time to time as determined by resolution of the Board and shall be held at the Kennedale City Hall, 405 Municipal Drive, unless otherwise determined by resolution of the Board. In any event, all meetings shall be held within the corporate boundaries of the City of Kennedale. A meeting of the Board for the election of officers and the transaction of other business shall be held on the third Tuesday in October of each year, unless changed by resolution of the Board. All meetings shall be called and held in accordance with the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

2.04 Special Meetings. Special meetings of the Board shall be held whenever called by the president or upon written request by two directors.

2.05 Notice of Meetings. The secretary shall cause notice of the time and place of holding each meeting of the Board to be given to each director. The notice may be in writing, in person, or in person by telephone. Notice of each meeting shall also be given to the public in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code, as amended.

2.06 Quorum. A majority of the membership of the Board, including vacancies, shall constitute a quorum for the transaction of business.

2.07 Order of Business. The order of business shall be determined by the Board.

2.08 Presiding Officer. At all meetings of the Board, the president, or in the president's absence, the vice-president, or in the absence of both of these officers, a member of the Board selected by the directors present, shall preside. The secretary of the corporation shall sit as secretary at all meetings of the Board, and in case of the secretary's absence, the presiding officer shall designate any person to act as secretary.

2.09 Management. The property and business of the corporation shall be managed by the Board which may exercise all powers of the corporation.

2.10 Additional Powers. In addition to the powers conferred by these by-laws, and with the approval of the City Council, the Board may exercise all powers of the corporation and do all lawful acts and things that are not prohibited by statute, or these by-laws including, but not limited to the following powers:

(1) To purchase, or otherwise acquire for the corporation, any property, rights, or privileges which the corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they determine to be appropriate, and at their discretion to pay therefor either wholly or partly in money, notes, bonds, debentures, or other securities or contracts of the corporation as may be lawful.

(2) To create, make and issue notes, mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgage or deed of trust on any real property of the corporation or otherwise, and to do every other act or thing necessary to effect the same.

(3) To sell, lease, or otherwise transfer the real or personal property of the corporation on such terms as the Board may see fit and to execute all deeds, leases and other conveyances or contracts that may be necessary for carrying out the purposes of this corporation.

ARTICLE III. OFFICERS

3.01 Compensation of Directors and Officers. Directors and officers shall not receive any salary for their services but by resolution of the Board, expense incurred in the corporation's business may be reimbursed.

3.02 Executive Officers. The executive officers of the corporation shall be a president and vice-president. The Board, at each annual meeting shall elect these officers by ballot. These offices shall be held by Board directors.

3.03 Other Officers. The office of secretary shall be held by the city secretary. The office of treasurer shall be held by the city's director of finance. The city manager shall serve as the executive director of the corporation and shall provide such staff as may be necessary for administrative support services for the corporation. The Board may appoint such other officers as they deem necessary, who shall have such authority and shall perform such duties as from time to time may be prescribed by the Board. The Secretary, Treasurer and Executive Director shall be non-voting ex officio members of the Board.

3.04 Powers and Duties of the President. The president shall preside at all meetings of the directors. He or she shall have power to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board. He or she shall have general and active management of the business of the corporation and shall perform all the duties usually incident to the office of president.

may be given personally, or it may be given in writing by depositing it in the post office or letter box in a post paid envelope or postal card addressed to the director or officer, at the address as appears on the books of the corporation, and the notice shall be deemed to be given at the time when it is mailed. Whenever any notice to directors or officers is required to be given by law, or by these bylaws, a waiver in writing signed by the person or persons entitled to the notice, whether before or after the time stated shall be deemed the equivalent of notice. This paragraph does not eliminate the requirement to comply with the Open Meetings Act.

7.02 Negotiable Instruments. All checks, drafts, notes or other obligations of the corporation shall be signed by such of the officers of the corporation or by such person or persons as may be authorized by the Board. All checks shall require the signature of two persons.

7.03 Resignations. Any director or officer may at any time resign. Resignations shall be made in writing and shall take effect at the time specified in the resignation, or, if no time be specified, at the time of its receipt by the president or the secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

7.04 Approval of the City Council. To the extent these bylaws refer to any approval or other action to be taken by the city, that approval or action shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the City Council.

7.05 Organizational Control. The City Council at its sole discretion, and at any time, may alter or change the structure, organization or activities of the corporation (including the termination of the corporation), subject to any limitation on the impairment of contracts entered into by such corporation. The foregoing notwithstanding, the city, at all times during which any indebtedness of the corporation, the interest on which is exempt from federal income taxation, remains outstanding, will maintain a beneficial interest in the corporation.

7.06 Annual Audit. The Board shall arrange for an annual independent audit of the corporation's books and records and shall present the audit report to the City Council within 180 days of the end of each fiscal year.

7.07 Reports. The Board shall present to the City Council for review at the next applicable Council meeting, minutes of each Board meeting as an activity report detailing the projects and work accomplished since the Board's previous meeting.

7.08 Forfeiture of Office.

- (1) A Board member shall forfeit office if the member:
 - (a) lacks at any time during the term of office any qualifications for the office prescribed by law or these bylaws;
 - (b) violates any express prohibition of these bylaws; or
 - (c) fails to attend three consecutive regular meetings of the Board without notice to and being excused by the Board or the City Council.

3.05 Vice-President. The vice president shall have such powers and perform such duties as may be delegated to him or her by the Board. In the absence or disability of the president, the vice-president may perform the duties and exercise the powers of the president.

3.06 Power and Duties of the Secretary. The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; shall provide all notices; may sign with personnel authorized by these Bylaws in the name of the corporation, all contracts and instruments of conveyance authorized by the Board; shall have charge of the books and papers of the Board; and shall in general perform all the duties incident to the office of secretary, subject to the control of the Board. Records of the corporation shall be maintained and filed in the office of the city secretary of the city.

3.07 Treasurer. The treasurer shall have custody of all funds and securities of the corporation, shall endorse on behalf of the corporation for collection, checks, notes and other obligations and shall deposit the same to the credit of the corporation in such bank or depository as the Board may designate. Whenever required by the Board, the treasurer shall render a statement of the corporation's cash account; enter regularly in the books of the corporation a full and accurate account of the corporation; and perform all acts incident to the position of treasurer, subject to the control of the Board. All written statements and accounts shall be maintained and filed in the office of the city manager for the city. The treasurer shall give a bond for the faithful discharge of his/her duties in such sum, if any, as is required for the City of Kennedale Director of Finance.

3.08 Executive Director's Additional Powers and Duties. The Executive Director may from time to time as directed by the President, Vice-President, or in the absence or disability of either, the Board, sign and execute documents, instruments of conveyance and contracts in the name of the corporation.

ARTICLE IV. CORPORATION SEAL

A corporate seal is authorized, but shall not be required.

ARTICLE V. FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and terminate on the 30th day of September in each year.

ARTICLE VI. INDEMNITY

The corporation shall indemnify each member of the Board, its officers and employees, and each member of the City Council and employee of the city, to the applicable limits established by the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code) or other applicable law, against all liability or expense, including attorneys fees, incurred by reason of any actions or omissions that may arise out of the functions and activities of the corporation.

ARTICLE VII. MISCELLANEOUS

7.01 Notices and Waivers. Whenever, under the provisions of these bylaws, notice is required to be given to any director or officer, unless otherwise provided, the notice

(2) Any forfeiture of office required by the Board must be approved by the City Council, which shall appoint a successor to serve the remainder of the unexpired term.

ARTICLE VIII. PROVISIONS REGARDING BYLAWS

(1) These bylaws shall become effective only upon the occurrence of the following events:

- (a) the approval of these bylaws by the City Council; and
- (b) the adoption of these bylaws by the Board of directors.

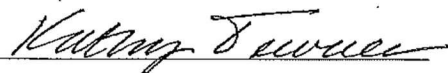
(2) These bylaws may be amended at any time and from time to time either by majority vote of the directors then in office with approval of the City Council or by the City Council itself, at its sole discretion.

(3) These bylaws shall be liberally construed to effectuate their purposes. If any word, phrase, clause, sentence, paragraph, section or other part of these bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE IX. DISSOLUTION OF CORPORATION

It shall not be the purpose of this corporation to engage in carrying on propaganda or otherwise attempting to influence legislation. Upon the dissolution of the corporation after payment of all obligations of the corporation, all remaining assets of the corporation shall be transferred to the City of Kennedale, Texas.

I hereby certify that the foregoing bylaws are the true and correct bylaws adopted by the Kennedale Economic Development Corporation on the 18th day of December, 2007 and approved by Resolution of the Kennedale City Council on January 10, 2008.


Secretary

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

Update regarding American Rescue Plan Act (ARPA) funding received by the City

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

The American Rescue Plan Act (ARPA), signed on March 11, 2021, is a \$1.9 trillion measure designed to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. Congress has allocated Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to tens of thousands of eligible state, local, territorial, and Tribal governments, including \$45.6 billion for cities.

As part of the ARPA local government assistance package, the City of Kennedale will receive a total of **\$2,142,110** in Local Recovery Funds (LFRF) funds across two years. Half of this funding (\$1,071,054) was received, and the remaining half (\$1,071,054) will be available in September or October of 2022.

The Act states that funding can be used to:

1. Respond to public health emergency with respect to COVID-19 or its negative economic impacts;
2. Provide premium pay to workers performing essential work during COVID-19 public health emergency;
3. Replace revenues lost due to COVID-19;
4. Invest in water, sewer or broadband infrastructure.

During a future meeting, the Council will receive a presentation and discuss potential uses of the ARPA funding. In that meeting, the goal would be for Council to indicate any initial preferences to prioritize and use the funding to support public health resources and to reduce the negative economic impacts of the pandemic. The Council may also support hearing feedback from the community regarding these funds before deciding upon funding allocations for the disbursement.

RECOMMENDATION

None

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.4.

SUBJECT

Hold a discussion and consider offering staff direction regarding Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant application and funding sources for the Valley Lane Streambank Stabilization project

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

TWDB offers a program that allows entities to apply for financial assistance for flood mitigation projects. Staff submitted the streambank stabilization of Valley Lane as a project, which has been approved for 20% funding (rather than the 50% applied for). Also of note, this is for the stabilization of the bank that has significantly contributed to the imminent failure of Valley Lane, but it does not account for the cost to repair the roadway. In a previous informal staff report, staff incorrectly indicated that this project would include repair of the road as well, and apologizes for that error.

However, this project is the first step in the process, as it would mitigate future roadway damage. The estimated cost of stabilization is \$2,019,000, leaving the City's local contribution at an estimated at \$1,615,200. During a meeting with TWDB on September 28, staff learned that there is an opportunity to apply for financing of the local portion at 0.0 percent interest (term not yet known). Staff would recommend moving forward with this project if the local portion can be secured via this loan program.

Also attached are an estimate of the cost (\$678,586) to repair the roadway itself. No funding is as yet identified for that portion of the project. The limits include the section of Valley Lane between Kennedale Parkway and the bridge at the south end of Valley (about 1800 linear feet, which are the same extents as the streambank stabilization project). This estimate includes the roadway being replaced in-kind with asphalt, with no roadway widening or further improvements. Regarding the reconstruction of Valley Lane, the Council should also be aware that there is a critical sanitary sewer line running beneath this roadway. Per the sewer study done by Freese and Nichols a few years ago, this line will need to be upsized significantly to allow for further development in Kennedale. It would be most cost effective to upsize the sewer line at the same time the road is rebuilt. Any costs related to the upsizing of that sewer line are not included in this cost estimate.

Staff would recommend that any significant discussion regarding the roadway repair (and the potential sewer line upsizing) be delayed until the newly-hired Public Works Director can be involved in the discussions.

RECOMMENDATION

At this time, staff seeks Council direction regarding: 1) continuing with the grant process for the stabilization of the Valley Lane streambank; and 2) funding sources for our local contribution (estimated at \$1,615,200), including but not limited to the option to apply for a TWDB loan.

ATTACHMENTS

1.	FIF Prioritization List and Funding Amounts 9-17	FIF Prioritization List and Funding Amounts 9-17.pdf
2.	20211012 Valley Lane Reconstruction EOPC	20211012 Valley Lane Reconstruction EOPC.pdf
3.	Valley Lane Project Bounds - Estimated	Valley Lane Project Bounds - Estimated.pdf

Flood Infrastructure Fund

Board Approved FIF Prioritization List and Eligible Funding Amounts - 9/17/2020

This list will be updated with information received through intent to Apply forms and complete applications submitted by invited applicants.



Abridged App #	Ranked Position Approved by Board Action 9/17/2020	Prioritization Score Approved by Board Action 9/17/2020	Entity Name	Project Name	Category ¹	Eligible Grant Percentage ² Approved by Board Action 9/17/2020	Total Project Costs	Financing from Federal Sources	Total Eligible FIF Amount Total Project Costs - Financing from Federal Sources ³	FIF Grant Amount Total Eligible FIF Amount * Eligible Grant Percentage	Remaining Amount Eligible for Loan or Applicant's Contribution Total Eligible FIF Amount - FIF Grant Amount
13800	1	79.9835	Raymondville	Raymondville Watershed Study	1	100%	\$400,000	\$0	\$400,000	\$400,000	\$ 0
13561	2	79.9554	Falls County	Flood Planning	1	90%	\$820,000	\$0	\$820,000	\$738,000	\$ 82,000
13605	3	79.9201	Bee County	Master Drainage Planning Study	1	90%	\$2,000,000	\$0	\$2,000,000	\$1,800,000	\$ 200,000
13562	4	79.9147	Milam County	Flood Control Planning	1	75%	\$856,500	\$0	\$856,500	\$642,375	\$ 214,125
13653	5	79.8750	Alice	Master Drainage Planning Study	1	90%	\$241,500	\$0	\$241,500	\$217,350	\$ 24,150
13611	6	79.8454	Wharton County	Waterhole Creek - Caney Creek Basin Flood Protection Study	1	75%	\$570,000	\$0	\$570,000	\$427,500	\$ 142,500
13608	7	79.7699	Driscoll	Master Drainage Planning Study	1	90%	\$150,000	\$0	\$150,000	\$135,000	\$ 15,000
13571	8	79.7560	Bartlett	Flood Planning	1	90%	\$350,000	\$0	\$350,000	\$315,000	\$ 35,000
13593	9	79.6947	Eastland	Leon River Watershed Study	1	90%	\$450,000	\$0	\$450,000	\$405,000	\$ 45,000
13598	10	79.5080	Trinity River Authority	Trinity River Mid-Basin Watershed Study Phase II	1	90%	\$1,170,000	\$0	\$1,170,000	\$1,053,000	\$ 117,000
13796	11	78.8730	Gatesville	Flood Protection Planning Study	1	75%	\$825,000	\$0	\$825,000	\$618,750	\$ 206,250
13592	12	76.6949	Caldwell County	Caldwell County Flood Protection Planning	1	75%	\$975,000	\$0	\$975,000	\$731,250	\$ 243,750
13651	13	76.6933	Cameron	Little River Watershed Study	1	75%	\$150,000	\$0	\$150,000	\$112,500	\$ 37,500
13612	14	76.6492	Jackson County County-Wide Drainage District	Keller Branch - Lavaca River Basin Flood Protection Study Option 1	1	75%	\$227,000	\$0	\$227,000	\$170,250	\$ 56,750
13613	15	76.6492	Jackson County County-Wide Drainage District	Keller Branch - Lavaca River Basin Flood Protection Study Option 2	1	75%	\$500,000	\$0	\$500,000	\$375,000	\$ 125,000
13565	16	76.6237	Iowa Colony	Master Drainage Plan	1	50%	\$300,000	\$0	\$300,000	\$150,000	\$ 150,000
13815	17	74.8578	Tehuacana Creek WID	Baseline Water Quality Study on Site 19	2*	46%	\$80,000	\$0	\$80,000	\$36,800	\$ 43,200
13655	18	71.5378	Chambers County	Flood Protection Planning for Watersheds - Chambers County and City of Mont Belvieu	1	75%	\$6,208,000	\$0	\$6,208,000	\$4,656,000	\$1,552,000
13597	19	71.5297	Orange County Drainage District	Sabine River Relief Ditch Extension & Expansion	1	75%	\$5,000,000	\$0	\$5,000,000	\$3,750,000	\$1,250,000
13774	20	69.9952	Willacy County	Willacy County Watershed Study	1	100%	\$1,600,000	\$0	\$1,600,000	\$1,600,000	\$ 0
13575	21	69.7469	Waller County	Drainage Study and Master Plan	1	90%	\$250,000	\$0	\$250,000	\$225,000	\$ 25,000
13697	22	69.2178	Silabee	City-Wide Flood Protection Planning	1	90%	\$800,000	\$0	\$800,000	\$720,000	\$ 80,000
13609	23	67.9790	Cameron County Drainage District #3	Flood Protection Study	1	90%	\$1,650,000	\$0	\$1,650,000	\$1,485,000	\$ 165,000
13818	24	67.9689	Nueces County Drainage & Conservation District #2	Master Drainage Planning Study	1	100%	\$550,000	\$0	\$550,000	\$550,000	\$ 0
13647	25	67.8608	Brownsville	Brownsville to Port Isabel HUC-10 Watershed Study	1	90%	\$1,350,000	\$0	\$1,350,000	\$1,215,000	\$ 135,000
13554	26	67.6240	Galveston	Master Drainage Study	1	75%	\$800,000	\$0	\$800,000	\$600,000	\$ 200,000
13625	27	66.8873	Hunt County	Countywide Drainage Study	1	75%	\$255,000	\$0	\$255,000	\$191,250	\$ 63,750
13589	28	66.5606	Kaufman County	Countywide Drainage Study	1	75%	\$240,000	\$0	\$240,000	\$180,000	\$ 60,000
13609	29	66.2666	Wimberley	Wimberley Flood Hazard/Risk Assessment Project	1	75%	\$150,000	\$0	\$150,000	\$112,500	\$ 37,500
13704	30	65.7338	Jourdanton	Jourdanton Main Street Drainage Project	2	20%	\$1,504,770	\$0	\$1,504,770	\$300,954	\$1,203,816
13689	31	64.9736	Hidalgo County Drainage District #1	Phase 1 Flood Control Project	2	30%	\$32,670,000	\$0	\$32,670,000	\$9,801,000	\$22,869,000
13798	32	64.8204	Karnes County	Nueces County Regional Drainage Master Plan Study	1	75%	\$2,250,000	\$262,500	\$77,750,000	\$1,498,625	\$1,498,625
13806	33	64.5396	Waller County	Brazos River Flood Update Study	1	75%	\$350,000	\$0	\$350,000	\$262,500	\$ 87,500
13543	34	64.5315	Jefferson County Drainage District #6	Regional Watershed Plan	1	75%	\$8,500,000	\$0	\$8,500,000	\$6,375,000	\$ 2,125,000
13807	35	64.5191	Waller County	Spring Creek Watershed Flood Protection Study	1	75%	\$320,000	\$0	\$320,000	\$240,000	\$ 80,000
13816	36	64.2754	Parker County Soil and Water Conservation District #558	Parker County EAP for Dam Breach and Inundation Maps	4	5%	\$35,000	\$0	\$35,000	\$1,750	\$33,250
13820	37	64.2664	San Jacinto River Authority	Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study	1	50%	\$1,000,000	\$0	\$1,000,000	\$500,000	\$ 500,000
13684	38	62.9826	Lower Rio Grande Valley Development Council	Lower Rio Grande Valley Regional Flood Protection Planning	1	90%	\$8,870,000	\$0	\$8,870,000	\$7,983,000	\$ 887,000
13607	39	62.9201	Bee County	Flood Early Warning System - Phase I	4	75%	\$437,500	\$0	\$437,500	\$328,125	\$ 109,375
13659	40	62.7988	DeWitt County Drainage District #1	Flood Warning System & Stream Gage Network	4	59%	\$210,770	\$0	\$210,770	\$124,354	\$ 86,416
13528	41	62.7797	Harlingen	Flood Protection Planning Study	1	90%	\$6,237,000	\$0	\$6,237,000	\$5,613,300	\$ 623,700
13628	42	62.4150	San Jacinto River Authority	Flood Early Warning System for San Jacinto County	4	74%	\$65,000	\$0	\$65,000	\$48,100	\$ 16,900
13634	43	61.5000	Bastrop County	Flood Protection Planning Studies - Phase 6	1	75%	\$1,500,000	\$0	\$1,500,000	\$1,125,000	\$ 375,000
13679	44	61.4973	Municipal Storm Drain Project	Regional Storm Drain Project	2	8%	\$77,750,000	\$0	\$77,750,000	\$6,220,000	\$71,530,000
13801	45	59.4833	Sabine River Authority	Flood Protection Planning for Watersheds - Lower Sabine River Basin	1	75%	\$2,552,063	\$0	\$2,552,063	\$1,914,047	\$ 638,016
13808	46	59.2460	Williamson County	Williamson County Atlas 14 Floodplain Mapping	1	50%	\$9,299,185	\$0	\$9,299,185	\$4,649,593	\$4,649,593
13626	47	59.2387	San Jacinto River Authority	Lake Conroe - Lake Houston Joint Reservoir Operations Study	1	50%	\$1,000,000	\$0	\$1,000,000	\$500,000	\$ 500,000
13811	48	57.9952	Willacy County	Railroad Spur Drainage Detention Area	2	57%	\$1,690,000	\$0	\$1,690,000	\$963,300	\$ 726,700
13518	49	57.9952	San Perlita	City-Wide Sewer System Upgrade #1	2*	68%	\$4,000,000	\$0	\$4,000,000	\$2,720,000	\$1,280,000
13821	50	57.9478	Laredo	Chacon Creek - Rio Grande Basin Flood Protection Study Option 2	1	90%	\$2,500,000	\$0	\$2,500,000	\$2,250,000	\$ 250,000
13526	51	57.5785	Stephenville	Green River - North Bosque Flood Protection Planning	1	75%	\$450,000	\$0	\$450,000	\$337,500	\$ 112,500
13615	52	54.9689	Nueces County Drainage & Conservation District #2	Casa Blanca Drainage Improvements	2	46%	\$810,000	\$0	\$810,000	\$372,600	\$ 437,400
13566	53	54.9487	Mart	Flood Planning	2*	50%	\$155,000	\$0	\$155,000	\$77,500	\$ 77,500
13579	54	54.8974	Pharr	South Pharr Regional Detention Facility and Drainage Improvement	2	30%	\$4,510,000	\$0	\$4,510,000	\$1,353,000	\$3,157,000
13635	55	54.8593	Bay City	Regional Drainage Study	2*	29%	\$306,000	\$0	\$306,000	\$88,740	\$ 217,260
13521	56	54.6246	Comprehensive Drainage Study	Comprehensive Drainage Study	2	50%	\$250,000	\$0	\$250,000	\$125,000	\$ 125,000
13798	57	54.5976	Midland County	Monahans and South Draw Flood Planning	1	50%	\$1,225,000	\$0	\$1,225,000	\$612,500	\$ 612,500
13802	58	54.5172	Sabine River Authority	Flood Protection Planning for Watersheds - Upper Sabine River Basin	1	75%	\$1,000,000	\$0	\$1,000,000	\$750,000	\$ 250,000
13779	59	54.4257	Llano County	Llano & San Saba County Hazard Mitigation Plan	3	59%	\$134,500	\$94,500	\$40,000	\$23,600	\$ 16,400
13556	60	54.3540	Austin	Central Texas Regional Floodplain Studies	1	50%	\$10,100,000	\$1,200,000	\$8,900,000	\$4,450,000	\$4,450,000
13803	61	54.3204	San Jacinto River Authority	Upper San Jacinto River Basin Regional Sedimentation Study	1	50%	\$750,000	\$0	\$750,000	\$375,000	\$ 375,000
13795	62	52.9675	Val Verde County	Flood Early Warning System	4	58%	\$500,000	\$0	\$500,000	\$290,000	\$ 210,000
13648	63	52.9543	Brownsville	Impala Drain and Upstream Ditches Improvements	2	45%	\$9,100,000	\$0	\$9,100,000	\$4,095,000	\$5,005,000
13596	64	52.9322	Uvalde County	Self-Supporting Tower for Early Warning System	4	73%	\$300,000	\$0	\$300,000	\$219,000	\$ 81,000
13797	65	52.7555	Lubbock	Flood Protection Planning for Watersheds	1	75%	\$750,000	\$0	\$750,000	\$602,500	\$ 147,500
13540	66	52.7501	Kingsville	Drainage Master Plan - Location 9	2	43%	\$5,600,000	\$0	\$5,600,000	\$2,408,000	\$3,192,000
13542	67	52.6880	Weslaco	Flood Early Warning System Improvements	4	15%	\$745,000	\$0	\$745,000	\$111,450	\$633,550
13707	68	52.4392	Lower Neches Valley Authority	Stowell Water Plant Proposed 2020 Improvements	2	35%	\$1,632,300	\$0	\$1,632,300	\$571,305	\$1,060,995
13771	69	51.9952	Willacy County	Joint Flood Control Project with WCDD #1	2	51%	\$2,857,983	\$0	\$2,857,983	\$1,457,571	\$1,400,412
13719	70	51.0237	Montgomery Co MUD #67	Bear Branch Drainage Improvements	2	10%	\$11,300,000	\$0	\$11,300,000	\$1,130,000	\$10,170,000
13819	71	50.9689	Nueces County Drainage & Conservation District #2	Flood Early Warning System	4	76%	\$612,500	\$0	\$612,500	\$465,500	\$ 147,000
13794	72	50.5202	Sabine River Authority	Sabine River Basin Gages	4	58%	\$300,000	\$0	\$300,000	\$174,000	\$ 126,000
13654	73	49.9790	Cameron County Drainage District #5	Murphy Lateral & South Fork Lateral Regional Detention Ponds	2	39%	\$6,000,000	\$0	\$6,000,000	\$2,340,000	\$3,660,000
13580	74	49.7020	Houston	Houston Storm Water Master Plan	1	75%	\$5,250,000	\$0	\$5,250,000	\$3,937,500	\$1,312,500
13530	75	49.6756	Brazoria County Conservation & Reclamation District #3	Alvin-Manvel Regional Flood Control Mitigation	2*	5%	\$5,000,000	\$0	\$5,000,000	\$250,000	\$4,750,000
13620	76	49.2753	North Central Texas Council of Governments	Integrated Transportation and Stormwater Management	1	50%	\$6,000,000	\$3,000,000	\$3,000,000	\$1,500,000	\$1,500,000
13527	77	49.2215	Hays County	Orion Creek Watershed Study Floodplain and Mapping	1	50%	\$430,000	\$0	\$430,000	\$215,000	\$ 215,000
13725	78	48.9750	Palm Valley	Storm Water System Improvements	2	3%	\$1,418,431	\$0	\$1,418,431	\$70,922	\$1,347,509
13606	79	48.9201	Bee County	Medco Creek Flood Control Improvements	2	45%	\$3,473,313	\$0	\$3,473,313	\$1,562,891	\$1,910,422
13617	80	47.9478	Laredo	Chacon Creek - Rio Grande Basin Flood Protection Study	1	90%	\$650,000	\$0	\$650,000	\$585,000	\$ 65,000
13618	81	46.9790	Cameron County Drainage District #5	North Main Drainage Channel Improvement and Regional Detention Pond	2	39%	\$7,700,000	\$0	\$7,700,000	\$3,003,000	\$4,697,000
13619	82	46.9790	Cameron County Drainage District #5	Sibley Lateral Regional Detention Pond	2	39%	\$4,000,000	\$0	\$4,000,000	\$1,560,000	\$2,440,000
13547	83	46.6317	Harris County Flood Control District	Woodland Trails Basin	2	0%	\$64,880,515	\$0	\$64,880,515	\$0	\$64,880,515
13656	84	44.9631	Cotulla	Flood Planning Study for LOMR	2	5%	\$150,000	\$0	\$150,000	\$7,500	\$142,500
13691	85	44.5274	New Braunfels	New Braunfels Drainage Area Master Plan - Future Phases	1	75%	\$1,036,190	\$0	\$1,036,190	\$777,143	\$ 259,048
13522	86	44.2576	Copper Canyon	Poindexter Branch Flood Mitigation Plan	2	10%	\$145,000	\$0	\$145,000	\$14,500	\$130,500
13738	87	42.9986	San Benito	Regional Flood Mitigation Fairground Facility	2	40%	\$6,500,000	\$0	\$6,500,000	\$2,600,000	\$3,900,000
13782	88	42.9952	Willacy County Drainage District #2	Regional Detention Facilities	3	82%	\$1,616,331	\$0	\$1,616,331	\$1,325,391	\$ 290,940
13732	89	42.9935	Raymondville	Raymondville Ditch	2	62%	\$864,760	\$0	\$864,760	\$548,551	\$ 316,209
13785	90	42.9790	Cameron County Drainage District #1	Ditch One Regional Detention Drainage Improvement - PER	2	39%	\$280,000	\$0	\$280,000	\$101,400	\$178,600
13610	91	42.9790	Cameron County Drainage District #3	Flood Protection Study Option 2	2	34%	\$660,000	\$0	\$660,000	\$224,400	\$435,600
13614	92	42.9689	Nueces County Drainage & Conservation District #2	Bosquez Rd. / Avenue J Drainage Improvements	2	46%	\$2,453,731	\$0	\$2,453,731	\$1,128,716	\$1,325,015
13616	93	42.9689	Nueces County Drainage & Conservation District #2	Ditch "A" and Bluebonnet Drainage Improvements	2	36%	\$1,312,000	\$0	\$1,312,000	\$472,320	\$ 839,680
13776	94	42.9126	Willacy County	La Sara Gates	2	65%	\$86,520	\$0	\$86,520	\$56,238	\$ 30,282
13775	95	42.9126	Willacy County	Linear Detention and Pipe	2	55%	\$268,686	\$0	\$268,686	\$147,777	\$ 120,909
13823	96	42.9007	Willacy County	Lyford Trunkline	2	52%					

Flood Infrastructure Fund

Board Approved FIF Prioritization List and Eligible Funding Amounts - 9/17/2020

This list will be updated with information received through intent to Apply forms and complete applications submitted by invited applicants.



Abridged App #	Ranked Position Approved by Board Action 9/17/2020	Prioritization Score Approved by Board Action 9/17/2020	Entity Name	Project Name	Category ¹	Eligible Grant Percentage ² Approved by Board Action 9/17/2020	Total Project Costs	Financing from Federal Sources	Total Eligible FIF Amount Total Project Costs - Financing from Federal Sources ³	FIF Grant Amount Total Eligible FIF Amount * Eligible Grant Percentage ⁴	Remaining Amount Eligible for Loan or Applicant's Contribution Total Eligible FIF Amount - FIF Grant Amount
13666	180	27.9086	El Paso County WID #1	Irrigation/Floodwater Mitigation Strategy Update	2*	34%	\$100,000	\$0	\$100,000	\$34,000	\$ 66,000
13664	181	27.8191	El Paso	Will Ruth Pond and Conveyance Improvements	2	35%	\$14,600,000	\$0	\$14,600,000	\$5,110,000	\$ 9,490,000
13787	182	27.8120	El Paso County	Sparks Arroyo A1-A3 (SSA1)	2	40%	\$34,530,000	\$0	\$34,530,000	\$13,812,000	\$ 20,718,000
13533	183	27.7501	Kingsville	Drainage Master Plan - Location 2	2	43%	\$3,600,000	\$0	\$3,600,000	\$1,548,000	\$ 2,052,000
13536	184	27.7501	Kingsville	Drainage Master Plan - Location 5	2	43%	\$7,800,000	\$0	\$7,800,000	\$3,354,000	\$ 4,446,000
13537	185	27.7501	Kingsville	Drainage Master Plan - Location 6	2	43%	\$230,000	\$0	\$230,000	\$98,900	\$ 131,100
13590	186	27.6952	Panola County FWSD #1	Murvaul Bayou Dam Flood Mitigation	2	18%	\$411,950	\$0	\$411,950	\$74,151	\$ 337,799
13763	187	27.6280	Trinity Bay Conservation District	Spring Branch/Albritta Gulley	2	9%	\$320,000	\$0	\$320,000	\$28,800	\$ 291,200
13793	188	27.5406	Kennebec	Valley Lane Streambank Stabilization	2*	20%	\$2,019,000	\$0	\$2,019,000	\$403,800	\$ 1,615,200
13555	189	27.5232	Fredericksburg	N Llano Storm Sewer System	2	15%	\$2,602,930	\$0	\$2,602,930	\$390,440	\$ 2,212,491
13667	190	27.4632	Ennis	Cottonwood Drainage Rehabilitation	2	5%	\$3,455,800	\$0	\$3,455,800	\$172,790	\$ 3,283,010
13760	191	26.9130	Socorro	Sparks Arroyo Drainage Project	2	34%	\$8,196,453	\$0	\$8,196,453	\$2,786,794	\$ 5,409,659
13577	192	26.7670	University Park	Storm Water Improvements for Area 1 Phase 3	2	0%	\$2,500,000	\$0	\$2,500,000	\$0	\$ 2,500,000
13695	193	26.6262	San Angelo	East Angelo Draw Channel Improvements	2	34%	\$2,397,503	\$0	\$2,397,503	\$815,151	\$ 1,582,352
13740	194	25.9095	San Marcos	Briarwood and River Ridge Improvements	2	49%	\$2,352,226	\$0	\$2,352,226	\$1,152,591	\$ 1,199,635
13600	195	25.8339	Harris County	Eastex Freeway Forest Sections 3 & 4 Subdivision Improvements	2	40%	\$1,961,920	\$0	\$1,961,920	\$784,768	\$ 1,177,152
13603	196	25.8257	Harris County	Ralston Acres Subdivision Drainage Improvements	2	35%	\$3,526,173	\$0	\$3,526,173	\$1,234,161	\$ 2,292,012
13601	197	25.8020	Harris County	Fallbrook, Ridgepoint and Westpoint Subdivision Drainage Improvements	2	34%	\$3,049,000	\$0	\$3,049,000	\$1,036,660	\$ 2,012,340
13581	198	25.7963	Houston	Catalina	2	35%	\$3,465,000	\$0	\$3,465,000	\$1,212,750	\$ 2,252,250
13582	199	25.7496	Houston	Spring Shadows South	2	5%	\$3,186,414	\$0	\$3,186,414	\$159,321	\$ 3,027,093
13598	200	25.7378	Harris County	Northfield Place Subdivision Drainage Improvements	2	30%	\$6,437,200	\$0	\$6,437,200	\$1,931,160	\$ 4,506,040
13602	201	25.6999	Harris County	Oak Glen Place Subdivision Drainage Improvements	2	14%	\$8,074,345	\$0	\$8,074,345	\$1,130,408	\$ 6,943,937
13661	202	25.6952	Cameron County	Mariposa Ranch Drainage Project	3	49%	\$2,303,805	\$1,727,854	\$575,951	\$282,216	\$ 293,735
13604	203	25.6443	Harris County	Sandpiper Village Subdivision Drainage Improvements	2	15%	\$3,773,980	\$0	\$3,773,980	\$566,097	\$ 3,207,883
13525	204	25.4374	Guadalupe Blanco RA	Lake Dunlap Spillgate Replacement and Dam Armoring	2*	0%	\$40,000,000	\$0	\$40,000,000	\$0	\$ 40,000,000
13672	205	25.1949	Fort Bend County Levee Improvement District #7	Brazos River Bank Stabilization	3	3%	\$52,571,086	\$39,428,315	\$13,142,772	\$394,283	\$ 12,748,488
13674	206	25.1949	Fort Bend County Levee Improvement District #7	Internal Flood Risk Reduction	2	3%	\$22,801,880	\$0	\$22,801,880	\$684,056	\$ 22,117,823
13758	207	25.1585	Sienna Plantation Levee Improvement District	Electrical Package for all District Sluice Gates	2	0%	\$600,000	\$0	\$600,000	\$0	\$ 600,000
13759	208	25.1585	Sienna Plantation Levee Improvement District	Lighting at Pump Stations and Major Outfalls and Gates	2	0%	\$600,000	\$0	\$600,000	\$0	\$ 600,000
13746	209	25.1585	Sienna Plantation Levee Improvement District	Structural Hardening of Brazos River Levee	2	0%	\$5,000,000	\$0	\$5,000,000	\$0	\$ 5,000,000
13755	210	25.1571	Sienna Plantation Levee Improvement District	Expand Working Area and Improve Access to North Pump Station	2	0%	\$1,300,000	\$0	\$1,300,000	\$0	\$ 1,300,000
13750	211	25.1571	Sienna Plantation Levee Improvement District	Flat Bank Creek Widening and Clean-Out Project	2	0%	\$2,600,000	\$0	\$2,600,000	\$0	\$ 2,600,000
13756	212	25.1519	Sienna Plantation Levee Improvement District	Pump Station Electrical Controls and Generator Flood Protection	2	0%	\$1,200,000	\$0	\$1,200,000	\$0	\$ 1,200,000
13742	213	25.1463	Sienna Plantation Levee Improvement District	400,500 GPM Pump Station at Outfall No. 2	2	3%	\$15,600,000	\$0	\$15,600,000	\$468,000	\$ 15,132,000
13767	214	25.1463	Sienna Plantation Levee Improvement District	Alias 14 Channel 3-4B Pipeline Culvert Replacement	2	3%	\$750,000	\$0	\$750,000	\$22,500	\$ 727,500
13754	215	25.1463	Sienna Plantation Levee Improvement District	Alias 14 Southern Colony Culvert Replacement	2	3%	\$1,400,000	\$0	\$1,400,000	\$42,000	\$ 1,358,000
13743	216	25.1463	Sienna Plantation Levee Improvement District	Brazos River Erosion Project	2	3%	\$15,000,000	\$0	\$15,000,000	\$450,000	\$ 14,550,000
13752	217	25.1463	Sienna Plantation Levee Improvement District	Channel 1 Widening (Scanlan Road to Main Channel)	2	3%	\$2,300,000	\$0	\$2,300,000	\$69,000	\$ 2,231,000
13748	218	25.1463	Sienna Plantation Levee Improvement District	Channel 4 Widening (Phase 5)	2	3%	\$3,055,503	\$0	\$3,055,503	\$91,665	\$ 2,963,838
13751	219	25.1463	Sienna Plantation Levee Improvement District	Expand Working Area and Improve Access to South Pump Stations	2	3%	\$2,600,000	\$0	\$2,600,000	\$78,000	\$ 2,522,000
13747	220	25.1463	Sienna Plantation Levee Improvement District	Main Channel Widening along Sienna Point	2	3%	\$4,500,000	\$0	\$4,500,000	\$135,000	\$ 4,365,000
13749	221	25.1463	Sienna Plantation Levee Improvement District	Sienna Point Internal Drainage Improvements	2	3%	\$3,000,000	\$0	\$3,000,000	\$90,000	\$ 2,910,000
13639	222	24.7189	Aransas Pass	Stormwater Pump Station #3 (Euclid)	2	17%	\$6,000,000	\$0	\$6,000,000	\$1,020,000	\$ 4,980,000
13572	223	24.4600	Sugar Land	Oyster Creek Diversion Channel and Storage Facility	2	0%	\$27,400,000	\$0	\$27,400,000	\$0	\$ 27,400,000
13545	224	23.7571	Harris County Flood Control District	C147/C547 Flood Risk Reduction Project	2	35%	\$30,000,000	\$0	\$30,000,000	\$10,500,000	\$ 19,500,000
13622	225	23.6932	Cedar Park	Block House Creek	2	0%	\$6,889,865	\$0	\$6,889,865	\$0	\$ 6,889,865
13563	226	22.9487	Sansom Park	Master Drainage Plan	2	4%	\$358,000	\$0	\$358,000	\$14,320	\$ 343,680
13711	227	22.8583	Matagorda County Conservation & Reclamation District No. 1	Matagorda Ring Levee Drainage Structure Improvements	2	50%	\$2,152,700	\$0	\$2,152,700	\$1,076,350	\$ 1,076,350
13553	228	22.8454	Harris County Flood Control District	Greens Bayou Mid Reach	2	20%	\$51,100,000	\$0	\$51,100,000	\$10,220,000	\$ 40,880,000
13539	229	22.7501	Kingsville	Drainage Master Plan - Location 8	2	43%	\$700,000	\$0	\$700,000	\$301,000	\$ 399,000
13705	230	22.7209	Kilgore	Drainage Master Plan	2	13%	\$575,000	\$0	\$575,000	\$74,750	\$ 500,250
13718	231	22.6934	Mission	Mission Drainage System	2*	23%	\$100,000,000	\$0	\$100,000,000	\$23,000,000	\$ 77,000,000
13660	232	22.5941	Diana SUD	Wastewater Treatment System Improvements	2	9%	\$1,200,000	\$0	\$1,200,000	\$108,000	\$ 1,092,000
13677	233	22.5368	Grand Saline	Drainage Infrastructure Improvements	2	55%	\$1,000,000	\$0	\$1,000,000	\$550,000	\$ 450,000
13788	234	21.8120	El Paso County	El Paso Hills Basin Repair and Stream 4 Basin (SOC1 SOC2)	2	49%	\$4,650,000	\$0	\$4,650,000	\$2,278,500	\$ 2,371,500
13706	235	20.9790	Los Fresnos	Drainage Master Plan & Drainage Improvements	2	25%	\$1,674,200	\$0	\$1,674,200	\$418,550	\$ 1,255,650
13712	236	20.9498	Mercedes	Collier Park Stormwater Pump Station	2	34%	\$400,000	\$0	\$400,000	\$136,000	\$ 264,000
13715	237	20.9498	Mercedes	FEMA Dome Stormwater Pump Station	2	34%	\$500,000	\$0	\$500,000	\$170,000	\$ 330,000
13714	238	20.9498	Mercedes	Union Pacific R.R. Regional Detention Facility	2	34%	\$750,000	\$0	\$750,000	\$255,000	\$ 495,000
13822	239	20.9498	Weslaco	Mayor Pablo Peña Regional Detention Facility	2	25%	\$4,900,000	\$0	\$4,900,000	\$1,225,000	\$ 3,675,000
13768	240	20.9056	Waco	Barron's Branch Buyouts	2	44%	\$3,103,875	\$0	\$3,103,875	\$1,365,705	\$ 1,738,170
13761	241	20.8394	Taylor	City of Taylor Drainage Mitigation Projects	2	15%	\$3,635,840	\$0	\$3,635,840	\$545,376	\$ 3,090,464
13766	242	20.8223	Waco	Chapel Road Regional Detention Facility	2	0%	\$4,600,000	\$0	\$4,600,000	\$0	\$ 4,600,000
13632	243	20.7620	Angleton	Angleton Drainage Improvements	2	0%	\$5,796,000	\$0	\$5,796,000	\$0	\$ 5,796,000
13558	244	20.7338	Pleasanton	Atascosa Flood Prevention Project	2*	0%	\$93,500	\$0	\$93,500	\$0	\$ 93,500
13730	245	20.7020	Pasadena	Golden Acres WWTP	2	5%	\$10,044,100	\$0	\$10,044,100	\$502,205	\$ 9,541,895
13741	246	20.5525	San Marcos	Castle Forest Drainage Improvements	2	35%	\$1,600,000	\$0	\$1,600,000	\$560,000	\$ 1,040,000
13703	247	20.4967	Jefferson County Drainage District #7	Rodair Pump Station	2	5%	\$92,500,000	\$0	\$92,500,000	\$4,625,000	\$ 87,875,000
13813	248	20.4414	Cornal County Master WID	River Road Low Water Crossing Improvement	2	0%	\$7,000,000	\$0	\$7,000,000	\$0	\$ 7,000,000
13812	249	20.4414	Cornal County Master WID	Veramendi Regional Stormwater Detention Facility	2	0%	\$8,013,640	\$0	\$8,013,640	\$0	\$ 8,013,640
13681	250	20.4374	Guadalupe Blanco RA	Lake McQueeney Spillgate Replacement and Dam Armoring	2*	0%	\$40,000,000	\$0	\$40,000,000	\$0	\$ 40,000,000
13680	251	20.4374	Guadalupe Blanco RA	Lake Placid Spillgate Replacement & Dam Armoring	2*	0%	\$40,000,000	\$0	\$40,000,000	\$0	\$ 40,000,000
13701	252	20.3916	Jefferson County	Elevating Flooded Houses	2	0%	\$1,000,000	\$0	\$1,000,000	\$0	\$ 1,000,000
13549	253	20.2650	Fort Bend County	Project Brazos	2	0%	\$363,500,000	\$274,000,000	\$89,500,000	\$0	\$ 89,500,000
13671	254	20.1559	Fort Bend County Levee Improvement District #2	Thelen Pump Station Increased Capacity	2	0%	\$5,367,313	\$0	\$5,367,313	\$0	\$ 5,367,313
13676	255	20.1433	Frisco	Trails Golf Course Grade Control	2	0%	\$840,000	\$0	\$840,000	\$0	\$ 840,000
13544	256	20.1433	Celina	Legacy Drive Bridge	2	0%	\$5,111,698	\$0	\$5,111,698	\$0	\$ 5,111,698
13710	257	18.7453	Marshall	Parker Creek Detention Pond	2	35%	\$3,159,000	\$0	\$3,159,000	\$1,105,650	\$ 2,053,350
13735	258	17.7670	Richardson	West Fork Cottonwood Creek Watershed Study	2	0%	\$300,000	\$0	\$300,000	\$0	\$ 300,000
13529	259	16.8570	Garland	Stream 2C5 Channel Improvements	2	13%	\$14,687,000	\$0	\$14,687,000	\$1,909,310	\$ 12,777,690
13713	260	15.9498	Mercedes	Northeastern Stormwater Detention Facility	2	34%	\$1,800,000	\$0	\$1,800,000	\$612,000	\$ 1,188,000
13783	261	15.8754	Cameron County	La Feria Irrigation District FM 107 Drainage Improvements	2	29%	\$8,102,600	\$0	\$8,102,600	\$2,349,754	\$ 5,752,846
13678	262	15.7670	Greenville	North Airport Retention Pond	2	25%	\$3,500,000	\$0	\$3,500,000	\$875,000	\$ 2,625,000
13692	263	15.5074	New Braunfels	Landa Park Aquatics Center Parking Lot - Green Stormwater Infrastructure Retrofit	2	0%	\$675,086	\$0	\$675,086	\$0	\$ 675,086
13682	264	15.4620	Hays County	Hays County Community Flood Mitigation	3	0%	\$595,087	\$0	\$595,087	\$0	\$ 595,087
13574	265	15.3700	Sugar Land	Covington West and Imperial Woods Drainage Improvements	2	0%	\$3,000,000	\$0	\$3,000,000	\$0	\$ 3,000,000
13786	266	14.8191	El Paso	Flow Path 39A Detention	2	29%	\$8,771,100	\$0	\$8,771,100	\$2,543,619	\$ 6,227,481
13524	267	13.3465	Alamo Heights	Broadway Street Flood Mitigation	2	0%	\$30,550,500	\$0	\$30,550,500	\$0	\$ 30,550,500
13778	268	13.0515	Highland Park	Wycliffe Avenue Improvements	3	0%	\$9,500,000	\$104,000	\$9,396,000	\$0	\$ 9,396,000
13790	269	11.7797	El Paso County	Flow Path Number 42 (CAN1)	2	9%	\$1,960,000	\$0	\$1,960,000	\$176,400	\$ 1,783,600
13520	270	10.8176	Helotes	Parragin Road Drainage Improvements	2	3%	\$423,000	\$0	\$423,000	\$12,690	\$ 410,310
13739	271	10.7864	San Marcos	Wallace Addition Offsite Drainage Improvements	2	35%	\$5,800,000	\$0	\$5,800,000	\$2,030,000	\$ 3,770,000
13792	272	9.7790	Irving	West Irving Creek Channel Improvements	2	14%	\$80,000,000	\$0	\$80,000,000	\$12,600,000	\$ 67,400,000
13767	273	8.9382	Waco	Sharondale Drainage Improvements							



SHIELD ENGINEERING GROUP, PLLC
1600 W 7th STREET SUITE 200, FORT WORTH, TEXAS 76102
PHONE NO. (817) 810-0696

PRELIMINARY OPINION OF PROBABLE COSTS

Valley Lane Reconstruction
City of Kennedale

SHIELD PROJECT NO.: 2014034.31

DATE: 12-Oct-2021

PREPARED FOR: City of Kennedale

NET PROJECT COSTS

VALLEY LANE - NET CONSTRUCTION COST	\$585,727
PAVING IMPROVMENTS CONSTRUCTION COSTS	\$569,167
DRAINAGE IMPROVEMENTS CONSTRUCTION COSTS	\$16,560
MISCELLANEOUS ITEMS CONSTRUCTION COSTS	\$5,000
ENGINEERING & SURVEY COSTS (15%)	\$87,859
NET PROJECT COST	\$678,586

SPECIAL NOTES

- 1) This Opinion is based on Engineering Judgment only and provided without the use of Engineering Documents, Survey Data, and any other pertinent design data.
- 2) Unit prices are based on previous bid tabs that are available at the time of preparation, actual pricing from contractors may vary.
- 3) Costs shown herein **EXCLUDE** interest, legal fees, inspection fees, other services provided by others, telephone service, electric service, natural gas, off-site easement procurement, easement preparation, geotechnical report, testing and soft costs, or other costs not specifically addressed.
- 4) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.
- 5) City Fees are not included.



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PRELIMINARY OPINION OF PROBABLE COSTS

Valley Lane Reconstruction
City of Kennedale

SHIELD PROJECT NO.: 2014034.31

DATE: 12-Oct-2021

PREPARED FOR: City of Kennedale

VALLEY LANE RECONSTRUCTION

PAVING IMPROVEMENTS

ITEM #	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$ 2,675	\$2,675
2	Site Clearing	LS	1	\$ 5,000	\$5,000
3	Remove and Dispose Concrete Pavement	SY	210	\$ 13	\$2,730
4	Remove and Dispose Asphalt Pavement	SY	4775	\$ 9	\$42,975
5	Remove Concrete Curb	LF	100	\$ 6	\$600
6	6" Concrete Pavement	SY	210	\$ 75	\$15,750
7	6" Concrete Curb	LF	100	\$ 15	\$1,500
8	6" Type "B" HMAC Base Course	SY	4775	\$ 40	\$191,000
9	2" Type "D" HMAC Surface Course	SY	4775	\$ 25	\$119,375
10	8" Subgrade Treatment	SY	4775	\$ 4.50	\$21,488
11	Hydrated Lime (27lb/SY)	TON	64	\$ 236	\$15,213
12	Adjustment of Water Valve Covers and Valve Sticks	EA	5	\$ 1,000	\$5,000
13	Adjusting Manholes (Sanitary)	EA	3	\$ 2,000	\$6,000
14	SWPPP	LS	1	\$ 15,000	\$15,000
15	Traffic Control	LS	1	\$ 30,000	\$30,000
SUBTOTAL					\$474,306

DRAINAGE IMPROVEMENTS

ITEM #	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	AMOUNT
1	18" Class III RCP	LF	70	\$ 140	\$9,800
2	18" Winged Headwall	EA	2	\$ 2,000	\$4,000
SUBTOTAL					\$13,800

*Storm water is assumed to drain through curb cuts and flow directly into the creek

MISCELLANEOUS ITEMS

ITEM #	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	AMOUNT
1	TxDOT Permit	LS	1	\$ 5,000	\$5,000
SUBTOTAL					\$5,000

CONSTRUCTION SUBTOTAL \$488,106

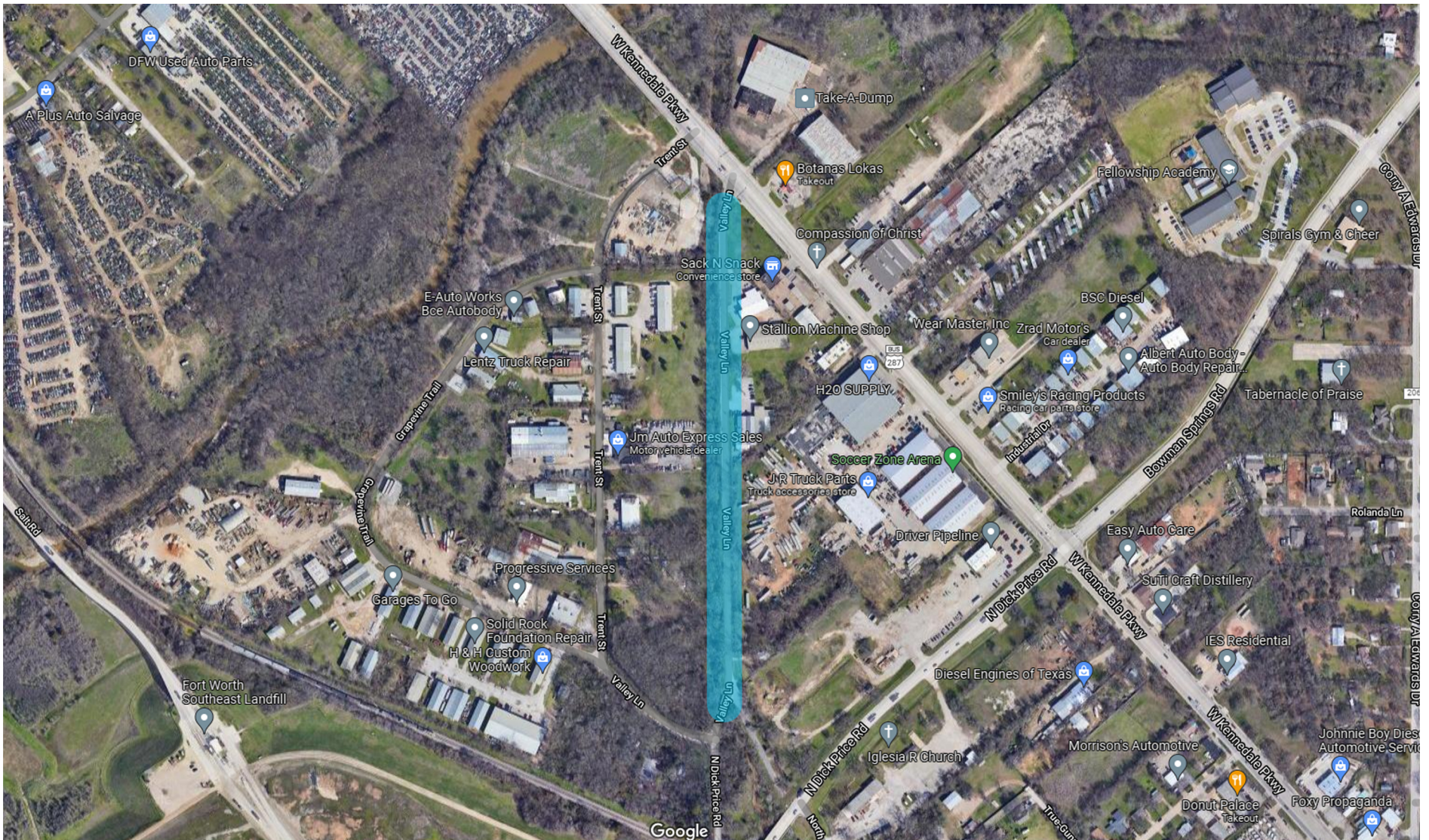
CONSTRUCTION CONTINGENCY (20%) \$97,621

MISCELLANEOUS ITEMS \$5,000

ENGINEERING & SURVEY COSTS (15%) \$87,859

NET PROJECT COST \$678,586

VALLEY LANE STREAMBANK STABILIZATION GENERAL PROJECT BOUNDS (NOT EXACT)



MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: WORK SESSION ITEM II.A.5.

SUBJECT

Hold a discussion and consider offering staff direction regarding use and project prioritization for the \$6 million CO issued in September 2021

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

During the past year, staff has presented to the Council comprehensive lists of Capital Projects totaling more than \$121M, prioritized into a five-year plan to address the City's most critical capital needs. Included within the priority list were projects that staff suggested to be financed by \$14M in CO's (\$6M in FY21 and \$8M in FY24).

According to the City's current debt capacity model, this \$14M can be issued without increasing the debt service (I&S) portion of the tax rate. **After incorporating Council's feedback regarding staff's initial recommendations, the following prioritized list was agreed upon:**

POTENTIAL PROJECTS TO FUND WITH NO TAX INCREASE OVER THE NEXT FIVE YEARS	YEAR 1 (2020-2021)	YEAR 2 (2021-2022)	YEAR 3 (2022-2023)	YEAR 4 (2023-2024)	YEAR 5 (2025-2025)
Beacon Hill Drainage Improvements CONSTRUCTION	\$ 193,735				
Valley Lane (Engineering Evaluation and Recommendation Only) DESIGN/ENGINEERING	\$ 300,000				
CONSTRUCTION		\$ 1,000,000			
Peggy Lane CONSTRUCTION				\$ 1,743,000	
Trent Street Improvements CONSTRUCTION	\$ 193,953				
Linda Road Infrastructure Improvements CONSTRUCTION		\$ 2,042,258			
Collett Sublett Road Infrastructure Improvements CONSTRUCTION	\$ 1,868,900				
Little Road Extension from Kennedale Parkway to New Hope Road DESIGN/ENGINEERING		\$ 1,686,955			
Winding Creek Erosion / Pennsylvania DESIGN/ENGINEERING		\$ 263,767			
CONSTRUCTION			\$ 850,860		
New Hope Road ROW and Reconstruction of Two Lanes DESIGN/ENGINEERING				\$ 4,011,407	
Splashpad Improvements	\$ 40,000				
Shade Structures Throughout the Park System	\$ 25,000				
Kennedale Sublett Road Realignment at Kennedale Parkway (No Quotes To Date) DESIGN/ENGINEERING	\$ 100,000				
ROW ACQUISITION		\$ 35,000			
CONSTRUCTION		\$ 459,600			
Little Road Extension from Kennedale Parkway to New Hope Road ROW ACQUISITION			\$ 643,000		
Library HVAC System		\$ 60,000			
TOTALS BY YEAR	\$ 2,721,588	\$ 5,547,580	\$ 1,493,860	\$ 5,754,407	\$ -
TOTAL YEARS 1 THROUGH 5					\$ 15,517,435

The City submitted the following projects (totaling an estimated \$27,616,718) for consideration of inclusion in the November 2021 Tarrant County Transportation Bond Program. Those projects are listed below along with the most recent estimated costs available to staff. The four projects that were submitted would share costs, if approved, between the transportation bond, the City's \$14MCO's, and/or a possible future local bond election.

- **Valley Lane Erosion, Mitigation, and Repair**
\$1,853,230 *(Submitted to the County Bond Program, but not selected for inclusion)*
- **Kennedale-Sublett Realignment**
\$9,634,608 *(Submitted to the County Bond Program, but not selected for inclusion)*
- **Collett-Sublett Road**
\$2,244,880 *submitted to County Bond Program*
- **Little School Road Extension**
\$13,884,000 *(Selected by the Commissioner's Court for inclusion in the County Bond Program for consideration by voters)*
- **New Hope Road, Reconstruction of Two Lanes**
\$28,176,512 *(NOT submitted to the County Bond Program)*

The initial portion of the \$14M COs (\$6M) was approved and issued by Council on September 21, and the City will receive those funds within days. After the previously approved purchase of an ambulance, fire truck, and related equipment are completed, there will be approximately \$4.9M remaining to fund portions of the projects listed above.

Council discussion regarding the re-prioritization of the remaining \$4.9M is welcome, if desired.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

Hammack Creek (337 Kennedale Sublett Road)

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

Proposed Developments by SummaTerra Ventures at 404 E Kennedale Parkway, 521 W Kennedale Parkway, and 409 W Kennedale Parkway

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

CASE #PZ 21-13

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

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

SUBJECT

City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.1.

SUBJECT

Updates from the City Council

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

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

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.2.

SUBJECT

Updates from the Mayor
• *Arbor Day Proclamation*

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Updates and/or Proclamations from Mayor Linda Rhodes, if any.

RECOMMENDATION

ATTACHMENTS

1.	2021_10.19_Arbor Day KKB	2021_10.19_Arbor Day KKB.pdf
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PROCLAMATION

CITY OF KENNEDALE, TEXAS

WHEREAS, in the state of Texas, February 1889 was the first Arbor Day celebration; and

WHEREAS, trees play an important role in the ecosystem in which we live by reducing the erosion of our precious topsoil by wind and water, cleaning the air we breathe and the water we drink, producing oxygen, providing habitat for birds and wildlife, and reducing heating and cooling costs by moderating temperature; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted are a source of joy and urban and community forestry is an essential component of a healthy future for the City of Kennedale; and

WHEREAS, the city of Kennedale and the Keep Kennedale Beautiful (KKB) Commission have partnered together to plant a tree at Sonora Park in support of the Arbor Day Foundation and Tree City USA programs; and

NOW THEREFORE, I, Linda Rhodes, Mayor of the City of Kennedale, do hereby proclaim Saturday, November 6, 2021

ARBOR DAY

in Kennedale, Texas, and I call upon all residents to support efforts to protect our trees and to plant and care for trees to promote the well-being of this and future generations.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this the 19th day of October 2021.

MAYOR LINDA RHODES

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.3.

SUBJECT

Updates from the Interim City Manager

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Updates and information from Interim City Manager Leslie Galloway, if any.

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.4.

SUBJECT

Financial Reports for the City

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

Any particular highlights of the attached financials will be provided by Finance Director Lakeita Sutton during the meeting.

RECOMMENDATION

ATTACHMENTS

1.	2021_9 Monthly Financials	2021_9 Monthly Financials.pdf
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**Revenues & Expenditures - Budget & Actual Summary
FOR THE MONTH ENDED SEPTEMBER 30, 2021**

GENERAL FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 7,314,655	\$ 7,671,485	\$ 8,462,401	110.3%

GENERAL FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 7,624,096	\$ 8,414,151	\$ 8,526,343	101.3%

STREETS FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 877,615	\$ 877,615	\$ 814,862	92.8%

STREETS FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 1,015,670	\$ 1,063,216	\$ 941,055	88.5%

WATER/SEWER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,447,316	\$ 4,447,316	\$ 4,809,426	108.1%

WATER/SEWER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 4,504,700	\$ 4,506,554	\$ 3,668,345	81.4%

STORMWATER FUND REVENUES			
Budget	AMENDED	Actual	Actual Budget %
\$ 323,152	\$ 323,152	\$ 265,542	82.2%

STORMWATER FUND EXPENDITURES			
Budget	AMENDED	Actual	Actual Budget %
\$ 561,929	\$ 565,644	\$ 150,845	26.7%

GENERAL FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

100.0%

	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		
	Adopted Budget	Amended Budget	Sep-21	Sep-21	% Budget	Sep-21	% Budget	Original Budget	Amended Budget	M-T-D SEP-20	Y-T-D SEP-20	Y-T-D % Budget
REVENUES												
Property Taxes	\$ 4,629,418	\$ 4,808,157	\$ 4,194	\$ 4,952,773	103.0%	\$ 4,629,418	100.0%	\$ 4,210,532	\$ 4,210,532	\$ 5,513	\$ 4,430,487	105.2%
Sales / Beverage Tax	1,438,404	1,580,632	134,479	1,575,580	99.7%	1,438,404	100.0%	1,402,458	1,369,909	454,333	1,765,997	128.9%
Grants / Contributions	65,000	65,000	(40,997)	151,124	232.5%	65,000	100.0%	85,100	147,445	17,677	144,104	97.7%
Licenses / Permits	191,605	282,485	72,773	737,435	261.1%	191,605	100.0%	175,070	153,360	10,416	216,699	141.3%
Fines / Fees	106,718	63,718	6,503	75,799	119.0%	106,718	100.0%	179,700	105,300	11,217	100,469	95.4%
Charge for Services	205,500	205,500	56,860	328,902	160.0%	205,500	100.0%	181,225	193,225	21,806	175,916	91.0%
Investment Earnings	24,017	12,000	60	1,392	11.6%	24,017	100.0%	24,017	24,017	252	22,655	94.3%
Miscellaneous Income	5,250	5,250	5,110	31,464	599.3%	5,250	100.0%	5,500	5,500	4,437	26,476	481.4%
Intergovernmental	647,243	647,243	39,342	605,047	93.5%	647,243	100.0%	652,475	652,475	106,556	669,945	102.7%
Surplus / Sales Rentals	1,500	1,500	640	2,885	192.3%	1,500	100.0%	3,500	3,500	-	2,052	58.6%
Total Revenues	\$ 7,314,655	\$ 7,671,485	\$ 278,964	\$ 8,462,401	110.3%	\$ 7,314,655	100.0%	\$ 6,919,577	\$ 6,865,263	\$ 632,207	\$ 7,554,800	110.0%
EXPENDITURES												
City Manager	\$ 316,473	\$ 321,424	\$ 22,785	\$ 536,574	166.9%	\$ 316,473	100.0%	\$ 323,076	\$ 323,076	\$ 35,009	\$ 329,566	102.0%
Mayor and City Council	140,525	140,525	15,213	109,354	77.8%	140,525	100.0%	186,444	186,444	46,009	154,779	83.0%
City Secretary	175,454	183,777	26,088	155,378	84.5%	175,454	100.0%	179,811	178,540	32,479	162,833	91.2%
Municipal Court	98,215	103,477	2,407	84,274	81.4%	98,215	100.0%	112,701	111,868	12,010	106,964	95.6%
Human Resources	125,229	135,211	1,356	122,727	90.8%	125,229	100.0%	132,128	132,129	12,326	114,519	86.7%
Finance	438,148	464,564	36,567	430,945	92.8%	438,148	100.0%	393,017	389,826	37,712	390,817	100.3%
Police	2,660,845	2,988,696	257,975	2,950,762	98.7%	2,660,845	100.0%	2,563,035	2,499,599	237,061	2,327,745	93.1%
Police SRO	178,016	208,698	21,929	193,943	92.9%	178,016	100.0%	156,513	156,513	14,756	170,645	109.0%
Fire	2,208,977	2,492,360	296,765	2,338,953	93.8%	2,208,977	100.0%	2,386,910	2,203,129	249,941	1,838,577	83.5%
Community Development	387,924	412,959	86,387	542,815	131.4%	387,924	100.0%	465,735	438,146	69,509	433,186	98.9%
Senior Citizen Center	38,376	88,376	2,322	67,549	76.4%	38,376	100.0%	63,376	63,376	11,537	51,420	81.1%
Library	275,755	293,925	34,943	274,434	93.4%	275,755	100.0%	305,042	275,895	46,710	272,692	98.8%
Non-Departmental	580,159	580,159	14,794	718,635	123.9%	580,159	100.0%	514,734	564,058	89,431	546,674	96.9%
Total Expenditures	\$ 7,624,096	\$ 8,414,151	\$ 819,531	\$ 8,526,343	101.3%	\$ 7,624,096	100.0%	\$ 7,782,522	\$ 7,522,599	\$ 894,490	\$ 6,900,417	91.7%
Total Revenues Over (Under) Exp	\$ (309,441)	\$ (742,666)	\$ (540,567)	\$ (63,942)		\$ (309,441)		\$ (862,944)	\$ (657,336)	\$ (262,283)	\$ 654,383	
Other Financing Sources (Uses):												
Non-cash Transactions:												
Capital lease proceeds												
Capital expenditures												
Transfers In (Out):												
Net Change in Fund Balance	\$ (309,441)	\$ (742,666)		\$ (63,942)				\$ (862,944)	\$ (657,336)			
Total Unassigned Fund Balance - BOY	940,257	2,453,218		2,453,218				1,480,503	1,597,593			
Ending Fund Balance Sept. 30	\$ 630,816	\$ 1,710,552		\$ 2,389,276				\$ 617,559	\$ 940,257			
Less: Commitments for Specific Use				-								
Less: Assigned for Specific Use				-				-				
Ending Fund Balance - Unassigned	\$ 630,816	\$ 1,710,552		\$ 2,389,276				\$ 617,559	\$ 940,257			
AVERAGE DAILY EXPENDITURES	20,888	23,052		23,360				21,322	20,610			
NUMBER OF DAYS IN RESERVE	30	74		102				29	46			
FUND BALANCE AS A % OF EXPENDITURES	8.3%	20.3%		28.0%				7.94%	12.50%			

STREETS FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

100.0%

	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			
	Original Budget	Amended Budget						Original Budget	Amended Budget	M-T-D	Y-T-D	Y-T-D	
REVENUES			Sep-21	Sep-21	Budget	Sep-21	Budget			SEP-20	SEP-20	% Budget	
Frachise Fees Telephone	\$ 36,256	\$ 36,256	\$ 200	\$ 14,015	38.7%	\$ 36,256	100.0%	\$ 36,622	\$ 36,622	\$ 4,400	\$ 23,833	65%	
Frachise Fees Garbage	68,607	68,607	9,018	71,331	104.0%	68,607	100.0%	69,300	69,300	24,319	80,554	116%	
Franchise Fees Gas	64,469	64,469	-	56,147	87.1%	64,469	100.0%	65,120	65,120		58,349	90%	
Franchise Fees Electricity	312,427	312,427	69,188	303,875	97.3%	312,427	100.0%	315,583	315,583	82,916	330,139	105%	
Franchise Fees Cable	53,906	53,906	-	30,237	56.1%	53,906	100.0%	54,450	54,450	11,284	46,134	85%	
Franchise Fees Water Sew	311,312	311,312	25,943	311,312	100.0%	311,312	100.0%	267,106	267,106	22,259	267,105	100%	
Investment Income	6,930	6,930	2	86	1.2%	6,930	100.0%	7,000	7,000	32	3,078	44%	
TexDot Connecting Kennedale													
Misc. Income			-	824							1,100		
Admin Charge - Stormwater	19,995	19,995	19,995	19,995	100.0%	19,995	100.0%	19,995	19,995			0%	
Park Pavilion Rental	3,663	3,663	230	3,150	86.0%	3,663	100.0%	3,700	3,700	-	370	10%	
Ballfield Rental	50	50	-	50		50	100.0%	50	50				
Sale of Parts/Assets			-	3,840		-							
Transfer In Park Dedication						-							
Transfer In TIF Fund						-							
Transfer In Donation Fund						-							
Total Revenues	\$ 877,615	\$ 877,615	\$ 124,576	\$ 814,862	92.8%	\$ 877,615	100.0%	\$ 838,926	\$ 838,926	\$ 145,210	\$ 810,662	97%	
EXPENDITURES													
Street Maintenance	\$ 868,448	\$ 915,994	\$ 65,291	\$ 855,551	93.4%	868,448	100.0%	\$ 850,176	\$ 849,397	\$ 160,539	\$ 819,796	97%	
Park Maintenance	122,920	122,920	15,421	61,202	49.8%	122,920	100.0%	122,920	122,920	15,839	78,857	64%	
Capital Projects	24,302	24,302		24,302	100.0%	24,302	100.0%	79,057	79,058	79,058	79,058		
Total Expenditures	\$ 1,015,670	\$ 1,063,216	\$ 80,712	\$ 941,055	92.7%	\$ 1,015,670	100.0%	\$ 1,052,153	\$ 1,051,375	\$ 255,436	\$ 977,711	93%	
Total Revenues Over (Under) Exp	\$ (138,055)	\$ (185,601)	\$ 43,864	\$ (126,193)		\$ (138,055)		\$ (213,227)	\$ (212,449)	\$ (110,226)	\$ (167,049)		
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)	\$ (185,601)		\$ (126,193)				\$ (213,227)	\$ (212,449)				
Total Unassigned Fund Balance - BOY	341,246	386,644		386,644				345,652	553,695				
Ending Fund Balance Sept. 30	\$ 203,191	\$ 201,043		\$ 260,451				\$ 132,425	\$ 341,246				
Less: Commitments for Specific Use				-									
Less: Assigned for Specific Use				-									
Ending Fund Balance - Unassigned	\$ 203,191	\$ 201,043		\$ 260,451				\$ 132,425	\$ 341,246				
AVERAGE DAILY EXPENDITURES	2,226	2,362		1,865				2,520	1,946				
NUMBER OF DAYS IN RESERVE	91	85		140				53	175				
FUND BALANCE AS A % OF EXPENDITURES	20.0%	18.9%		27.7%				12.6%	32.5%				

WATER & SEWER FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

100.0%

	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 2019-2020		FY 2019-2020		
	Original Budget	Amended Budget	Sep-21	Sep-21	% Budget	Sep-21	Original Budget	Amended Budget	M-T-D SEP-20	Y-T-D SEP-20	Y-T-D % Budget
REVENUES											
Water Service	\$ 2,128,290	\$ 2,128,290	\$ 325,840	\$ 2,590,774	121.7%	\$ 2,128,290	\$ 1,941,782	\$ 1,941,782	\$ 245,227	\$ 2,456,141	126%
Sewer Service	1,700,194	1,700,194	142,711	1,650,772	97.1%	1,700,194	1,669,203	1,669,203	142,877	1,678,516	101%
Sewer Surcharge	2,705	2,705				2,705	11,978	11,978	-	1,990	17%
Penalties	13,231	13,231				13,231	50,873	14,450	-	9,729	67%
Administrative Fees	3,762	3,762		559	14.9%	3,762	15,150	4,500	90	2,978	66%
Water Tap Fees	2,856	2,856	-	4,000	140.1%	2,856	5,050	5,050	6,787	8,887	176%
Meter Purchase / Install	3,645	3,645	2,546	43,223	1185.8%	3,645	11,933	5,050	(711)	1,969	17%
Sewer Tap Fees	1,768	1,768		(425)	-24.0%	1,768	5,050	5,050	186	1,486	29%
Engineer Review Fees	6,120	6,120	14,730	38,487	628.9%	6,120	6,924	6,924	-	4,500	65%
Sanitation Billing Fees	15,507	15,507	-	14,890	96.0%	15,507	16,798	16,798	7,941	19,344	115%
Other Fees Water / Sewer	1,984	1,984	-	75	3.8%	1,984	10,423	10,423	-	1,534	15%
Sales Tax	139	139	12	141	101.4%	139	101	101	11	135	134%
Arlington Operator Cost	354,500	354,500	64,265	278,211	78.5%	354,500		300,874	154,438	442,347	147%
Investment Income	19,179	19,179	66	1,029	5.4%	19,179	37,814	37,814	209	14,827	39%
Miscellaneous Income	4,911	4,911		165	3.4%	4,911	31,718	31,718	(203)	268	1%
Cash Over/Under						-	-				
Equipment Sale Gain (Loss)									(20,261)	(20,260)	
Sale of Parts/Assets	1,000	1,000				1,000	1,010	37,750	-	40,237	
Transfer In - Water Impact Fund			-	-		-	152,524	152,525	12,710	152,525	100%
Transfer In - Sewer Impact Fund						-	60,000	35,000	-	35,000	
Transfer In - Roadway Impact Fund	187,525	187,525	15,627	187,525	100.0%	187,525					
Total Revenues	\$ 4,447,316	\$ 4,447,316	\$ 565,797	\$ 4,809,426	108.1%	\$ 4,447,316	\$ 4,028,331	\$ 4,293,873	\$ 549,301	\$ 4,852,153	113%
EXPENDITURES											
Utility Billing	\$ 1,460,295	\$ 1,460,295	\$ 162,721	\$ 1,252,052	85.7%	\$ 1,460,295	\$ 1,518,390	\$ 1,719,049	\$ 217,684	\$ 1,582,710	92%
Operations	1,375,369	1,377,223	24,372	1,315,491	95.5%	1,375,369	1,385,154	1,522,435	164,147	1,455,136	96%
Debt Service	358,559	358,559	-	358,572	100.0%	358,559	354,505	354,505	-	354,504	100%
Capital Projects	600,000	600,000	343	32,948	5.5%	600,000	415,000	415,000	(105,512)	-	
Non-Departmental	710,477	710,477	57,532	709,282	99.8%	710,477	677,889	677,889	931,432	1,546,989	228%
Total Expenditures	\$ 4,504,700	\$ 4,506,554	\$ 244,968	\$ 3,668,345	81.4%	4,504,700	\$ 4,350,938	\$ 4,688,878	\$ 1,207,751	\$ 4,939,339	105%
Total Revenues Over (Under) Exp	\$ (57,384)	\$ (59,238)	\$ 320,829	\$ 1,141,081		\$ (57,384)	\$ (322,607)	\$ (395,005)	\$ (658,450)	\$ (87,186)	
Other Funding Sources (Uses):											
Debt Service - Bond Payments											
Non-Cash Transactions:											
Capital Lease Proceeds											
Capital expenditures											
Net Change in Fund Balance	\$ (57,384)	\$ (59,238)		\$ 1,141,081			\$ (322,607)	\$ (395,005)			
Total Unrestricted Fund Balance - BOY	2,076,297	2,946,002		2,946,002			1,682,545	2,471,302			
Total Fund Balance - EOY	\$ 2,018,913	\$ 2,886,764		\$ 4,087,083		\$ -	\$ 1,359,938	\$ 2,076,297			
Less: Commitments for Specific Use				-		-					
Less: Assigned for Specific Use				-		-	-				
Ending Fund Balance - Unrestricted	\$ 2,018,913	\$ 2,886,764		\$ 4,087,083		\$ -	\$ 1,359,938	\$ 2,076,297			
AVERAGE DAILY EXPENDITURES	157	162		(3,126)			884	1,082			
NUMBER OF DAYS IN RESERVE	12,842	17,787		(1,307)			1,539	1,919			
FUND BALANCE AS A % OF EXPENDITURES	44.8%	64.1%		111.4%			31%	44%			

STORMWATER FUND
FOR THE MONTH ENDED SEPTEMBER 30, 2021
FY 2020-21 WITH PRIOR YEAR COMPARISON

100.0%

	CURRENT FISCAL YEAR					
	BUDGET		ACTUAL			FY PROJECTED
	FY 2020-2021		M-T-D	Y-T-D	Y-T-D	FY 2020-2021
	Original Budget	Amended Budget	Sep-21	Sep-21	% Budget	Sep-21 % Budget
REVENUES						
Penalties	\$ 1,200	\$ 1,200				\$ 1,200 100.0%
Grant Revenue						
Drainage Fees	320,952	320,952	22,063	265,391	82.7%	320,952 100.0%
Investment Income	1,000	1,000	8	151	15.1%	1,000 100.0%
Miscellaneous Income						
Total Revenues	\$ 323,152	\$ 323,152	\$ 22,071	\$ 265,542	82.2%	\$ 323,152 100.0%
EXPENDITURES						
Stormwater Utility	561,929	\$ 565,644	\$ 26,865	\$ 150,845	26.7%	\$ 561,929 100.0%
Total Expenditures	\$ 561,929	\$ 565,644	\$ 26,865	\$ 150,845	26.8%	\$ 561,929 100.0%
Total Revenues Over (Under) Exp	\$ (238,777)	\$ (242,492)	\$ (4,794)	\$ 114,697		\$ (238,777)
Other Financing Sources (Uses):						
Capital Grant Contributions	-	-	-	-		
Net Change in Fund Balance	\$ (238,777)	\$ (242,492)		\$ 114,697		
Total Unrestricted Fund Balance - BOY	(151,838)	287,257		287,257		
Total Fund Balance - EOY	\$ (390,615)	\$ 44,765		\$ 401,954		
Less: Commitments for Specific Use	-	-		-		-
Ending Fund Balance - Unrestricted	\$ (390,615)	\$ 44,765		\$ 401,954		

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2019-2020		FY 2019-2020		
Original Budget	Final Budget	M-T-D SEP-20	Y-T-D SEP-20	Y-T-D % Budget
\$ 3,200	\$ 3,200	\$ -	\$ 402	12.6%
-			-	
297,200	265,000	22,045	254,474	96.0%
500	500	36	742	148.4%
-				
\$ 300,900	\$ 268,700	\$ 22,081	\$ 255,618	95%
585,316	\$ 619,316	\$ 18,123	\$ 116,953	18.9%
\$ 585,316	\$ 619,316	\$ 18,123	\$ 116,953	19%
\$ (284,416)	\$ (350,616)	\$ 3,958	\$ 138,665	
-	-	-	-	
\$ (284,416)	\$ (350,616)			
	\$ 198,778			
	\$ (151,838)			
-	-			
\$ -	\$ (151,838)			

**OTHER FUNDS: MONTHLY FINANCIALS
FOR THE MONTH ENDED SEPTEMBER 30, 2021**

FUND		BUDGET					Y-T-D ACTUAL						
		Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year	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	\$ 1,729,424	105%	\$ 1,538,446	100%	\$ 190,978	\$ 573,006	\$ 763,984
OTHER GENERAL FUNDS													
5	Capital Replacement Fund	\$ 98,402	\$ 180,414	\$ (82,012)	\$ 150,817	\$ 68,805	\$ 99,952	102%	\$ 183,679	102%	\$ (83,727)	\$ 150,817	\$ 67,090
12	Court Security Fund	2,300	-	2,300	23,864	26,164	2,019	88%	-	0%	2,019	23,864	25,883
16	Court Technology Fund	1,320	875	445	15,886	16,331	1,828	138%	-	0%	1,828	15,886	17,714
18	Juvenile Case Manager Fund	2,150	-	2,150	(10,367)	(8,217)	638	30%	-		638	(10,367)	(9,729)
21	TIF 1 (New Hope Rd) Fund	162,734	-	162,734	(393,825)	(231,091)	188,403	116%	-		188,403	(393,825)	(205,422)
34	Leose Fund	1,740	1,650	90	2,012	2,102	70	4%	1,700	0%	(1,630)	2,012	382
83	Tree Reforestation Fund	500	-	500	70,923	71,423	31	6%	-	102%	31	70,923	70,954
		\$ 269,146	\$ 182,939	\$ 86,207	\$ (140,690)	\$ (54,483)	\$ 292,941		\$ 185,379		\$ 107,562	\$ (140,690)	\$ (33,128)
CAPITAL FUNDS													
4	Capital Projects Fund	\$ 83,250	\$ 103,157	\$ (19,907)	\$ (58,700)	\$ (78,607)	\$ 134,871	162%	\$ -	0%	\$ 134,871	\$ (58,700)	\$ 76,171
13	Capital Bond Fund	6,008,000	2,991,176	3,016,824	1,187,265	4,204,089	1,047	0%	41,107	1%	(40,060)	1,187,265	\$ 1,147,205
14	Park Dedication Fund	800	170	630	54,885	55,515	546,000	68250%	280	165%	545,720	54,885	\$ 600,605
32	Library Building Fund	160	-	160	(2,489)	(2,329)	285	178%	-		285	(2,489)	\$ (2,204)
45	Roadway Impact Fee Fund	15,000	197,525	(182,525)	489,910	307,385	363,530	2424%	197,525	100%	166,005	489,910	\$ 655,915
61	Water Impact Fee Fund	54,238	-	54,238	(165,667)	(111,429)	180,865	333%	-		180,865	(165,667)	15,198
62	Sewer Impact Fee Fund	18,505	-	18,505	20,306	38,811	121,466	656%	-		121,466	20,306	141,772
		\$ 6,179,953	\$ 3,292,028	\$ 2,887,925	\$ 1,525,510	\$ 4,413,435	\$ 1,348,064		\$ 238,912		\$ 94,811	\$ 1,128,565	\$ 1,223,376
EDC 4B FUNDS													
15	EDC 4B Fund	\$ 723,940	\$ 607,014	\$ 116,926	\$ 770,219	\$ 887,145	\$ 799,175	110%	\$ 559,373	92%	\$ 239,802	\$ 770,219	\$ 1,010,021
		\$ 723,940	\$ 607,014	\$ 116,926	\$ 770,219	\$ 887,145	\$ 799,175		\$ 559,373		\$ 239,802	\$ 770,219	\$ 1,010,021
SPECIAL REVENUE FUNDS													
30	Hotel/Motel Tax Fund	\$ 5,050	\$ -	\$ -	\$ 5,927	\$ 5,927	\$ 10,677		\$ -		\$ 10,677	\$ 5,927	\$ 16,604
35	Disaster Recovery Fund	-	-	-	-	-	1,071,124		75,776		\$ -	\$ -	\$ -
		5,050	-	-	5,927	5,927	1,081,801		75,776		10,677		\$ 16,604

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.5.

SUBJECT

Schedule of Investment Activity for quarter ending September 30, 2021

ORIGINATED BY

Lakeita Sutton, Director of Finance and Information Technology

SUMMARY

In accordance with Public Funds Investment Act (PFIA), investments are reported to the City Council quarterly. This report covers the final quarter of FY20–21. Staff will be available to answer questions.

RECOMMENDATION

ATTACHMENTS

1.	SEPTEMBER 2021 Investment Report	SEPTEMBER 2021 Investment Report.pdf
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CASH AND INVESTMENT REPORT
As of September 30, 2021

CITY OF KENNEDALE, TEXAS
INVESTMENT REPORT
FOR QUARTER SEPTEMBER 30, 2021

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

SUMMARY OF INVESTMENTS FOR THE QUARTER

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

INVESTMENT STRATEGIES

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

INVESTMENT PORTFOLIO ALLOWABLE BREAKDOWN

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

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

CASH BREAKDOWN BY FUND				
Fund	Jul-21	Aug-21	Sep-21	
01- General Fund	\$ 3,446,802.13	\$ 2,947,607.66	\$ 2,637,725.09	
02- Debt Service Fund	\$ 619,153.35	\$ 683,961.96	\$ 685,351.13	
04- Capital Project Fund	\$ 204,917.99	\$ 118,713.50	\$ 132,971.92	
05- Capital Replacement Fund	\$ (26,613.42)	\$ 42,612.55	\$ 31,599.31	
07- Storm Drainage Utility Fund	\$ 379,917.25	\$ 391,183.58	\$ 377,540.15	
10- Water/Sewer Fund	\$ 2,926,208.99	\$ 3,017,451.62	\$ 3,160,876.84	
12- Court Security Fund	\$ 24,869.10	\$ 25,073.94	\$ 25,248.30	
13-CIP Tax Note	\$ 2,303,865.98	\$ 2,303,905.70	\$ 2,303,954.76	
14- Park Dedication Fund	\$ 641,293.56	\$ 641,304.61	\$ 648,518.34	
15- Economic Development Fund	\$ 971,819.05	\$ 1,029,205.31	\$ 1,071,319.86	
16- Court Technology Fund	\$ 14,008.99	\$ 14,179.41	\$ 14,332.09	
17- Streets Improvement Fund	\$ 141,663.66	\$ 46,902.18	\$ 104,139.73	
18- Juvenile Case Manager Fund	\$ 8,081.05	\$ 8,095.99	\$ 8,134.00	
21- TIF #1 New Hope Fund	\$ 487,678.30	\$ 497,686.80	\$ 497,697.40	
30- Hotel/Motel Tax Fund	\$ 24,011.67	\$ 24,012.09	\$ 24,012.61	
31- Police Seizure	\$ 662.93	\$ 662.94	\$ 662.95	
32- Library Building Fund	\$ (2,098.29)	\$ (2,082.79)	\$ (2,075.29)	
34- LEOSE Fund	\$ 1,886.01	\$ 1,886.04	\$ 1,886.08	
35-Disaster Recovery Fund	\$ 787.30	\$ 787.30	\$ 1,071,842.07	
41- Park Rec/Other Donation Fund	\$ 33,003.64	\$ 36,504.24	\$ 36,525.02	
45- Roadway Impact Fee Fund	\$ 371,962.88	\$ 346,341.99	\$ 346,799.48	
61- Water Impact Fee Fund	\$ 37,848.40	\$ 37,849.05	\$ 48,258.97	
62- Sewer Impact Fee Fund	\$ 162,502.04	\$ 162,504.85	\$ 170,068.39	
83- Tree Reforestation Fund	\$ 71,052.02	\$ 71,053.25	\$ 71,054.77	
85- Unclaimed Property Fund	\$ 1,990.24	\$ 1,990.24	\$ 1,990.24	
95- EDC Reserve Fund	\$ 125,719.99	\$ 125,722.16	\$ 125,724.84	
TOTAL ALL FUNDS	\$ 12,972,994.81	\$ 12,575,116.17	\$ 13,596,159.05	

WELLS FARGO ACCOUNTS RECONCILIATION														
Bank Account	June 30, 2021 GL Balance	June 30, 2021 Ending Bank Balance	Add: July Deposits	Less: July Withdrawals	Add: July Interest	Add: August Deposits	Less: August Withdrawals	Add: August Interest	Add: September Deposits	Less: September Withdrawals	Add: September Interest	September 30, 2021 Ending Bank Balance	September 30, 2021 Ending GL Balance	Unreconciled Difference
Consolidated Cash	\$ 920,505.70	\$ 920,505.70	\$ 1,422,416.50	\$ (1,476,932.99)		\$ 1,354,959.14	\$ (1,418,285.45)		\$ 2,018,956.56	\$ (886,524.50)		\$ 1,935,094.96	\$ 1,935,094.96	\$ -
Payroll Clearing	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -
Section 125 Flex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Health Benefit Trust	\$ 43.84	\$ 43.84	\$ 40,678.19	\$ (40,676.27)	\$ 1.92	\$ 68,505.40	\$ (68,504.07)	\$ 1.33	\$ 36,067.11	\$ (36,066.17)	\$ 0.94	\$ 48.03	\$ 48.03	\$ -
TOTAL WELLS FARGO ACCOUNTS	\$ 920,549.54	\$ 920,549.54										1,935,142.99	1,935,142.99	-

TEX STAR INVESTMENTS														
Bank Account	June 30, 2021 GL Balance	June 30, 2021 Ending Bank Balance	Add: July Deposits	Less: July Withdrawals	Add: July Interest	Add: August Deposits	Less: August Withdrawals	Add: August Interest	Add: September Deposits	Less: September Withdrawals	Add: September Interest	September 30, 2021 Ending Bank Balance	September 30, 2021 Ending GL Balance	Unreconciled Difference
Consolidated Cash	\$ 346,428.00	346,428.00			\$ 2.85	\$ -	\$ -	\$ 2.83	\$ -	\$ -	\$ 2.76	\$ 346,436.44	\$ 346,436.44	\$ -
TOTAL TEX STAR ACCOUNTS	\$ 346,428.00	\$ 346,428.00										346,436.44	346,436.44	-

TEX POOL INVESTMENTS														
Bank Account	June 30, 2021 GL Balance	June 30, 2021 Ending Bank Balance	Add: July Deposits	Less: July Withdrawals	Add: July Interest	Add: August Deposits	Less: August Withdrawals	Add: August Interest	Add: September Deposits	Less: September Withdrawals	Add: September Interest	September 30, 2021 Ending Bank Balance	September 30, 2021 Ending GL Balance	Unreconciled Difference
Consolidated Cash	11866.475.50	\$ 11,866,475.50	\$ 127,943.49	\$ (477,534.62)	\$ 190.74	\$ 19,085.34	\$ -	\$ 217.34	\$ 18,656.31	\$ -	\$ 264.46	\$ 11,555,298.56	\$ 11,555,298.56	\$ -
TOTAL TEX POOL ACCOUNTS	11866.475.50	\$ 11,866,475.50										11,555,298.56	11,555,298.56	-

	30-Jun-21	30-Sep-21
TOTAL INVESTMENT POOLS	\$ 12,212,903.50	11,901,735.00

APR %	
Wells Fargo Payroll Clearing	0.04%–0.05%
Wells Fargo Section 125 Flex	0.04%–0.05%

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.C.6.

SUBJECT

Financial Reports and/or Minutes for the EDC

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

The most recently approved minutes and/or financials for the Economic Development Corporation (EDC) are attached for Council's review.

RECOMMENDATION

ATTACHMENTS

1.	2021_05.25 EDC Minutes	2021_05.25 EDC Minutes.pdf
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KENNEDALE
Kennedale Economic
Development Corporation
www.cityofkennedale.com

ECONOMIC DEVELOPMENT CORPORATION MINUTES

**BOARD OF DIRECTORS REGULAR MEETING | MAY 25, 2021 AT 6:00 PM
CITY COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

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

I. CALL TO ORDER

President Mark Yeary called the meeting to order at 6:08 p.m.

II. ROLL CALL

Participating in Person: President Mark Yeary, Place 6; Councilmember Julie Jacobson, Place 1; Darold Tippey, Place 4 Josh Altom, Place 5; **Via Videoconference:** Marcel Terry, Place 2, April Coltharp, Place 7; **Absent:** Andrew Schaffer, Place 3. **Staff Participating in Person:** *City Manager and EDC Executive Director George Campbell, Director of Planning and Economic Development Melissa Dailey, Director of Finance and Information Technology Lakeita Sutton, Board Secretary Rosie Ericson*

Immediately following roll call, President Yeary adjourned into Executive Session at 6:09 p.m.

III. EXECUTIVE SESSION

The Board may consult with its attorney pertaining to any matter in which the duty of its 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. The Board will also meet in closed session pursuant to §551.072 of the Texas Government Code to deliberate the purchase, lease, or value of real property:

- A. Discussion regarding the Development Agreement for TownCenter
- B. Sale of 13-acre EDC-owned property on Linda Road, known as Lot1A2, Block 1 of the Harris Corporation Addition
- C. Lease Agreement regarding 1170 E. Kennedale Pkwy

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

The Board reconvened into open session at 6:50 p.m.

Motion To Approve. Action Authorize the Executive Director to negotiate finalize and recommend the contract of sale 13-acre EDC-owned property on Linda Road and present it to the City Council.

Motion By Altom **Seconded By** Tippey. **Motion passes 4-0-1**, with Councilmember Jacobson abstaining.

V. REPORTS AND ANNOUNCEMENTS

A. Chamber of Commerce Report

Executive Director George Campbell noted that the Chamber Board had not been very active in the past year, but had recently met twice via videoconference and plan to hold a luncheon on June 16 with keynote speaker Victor Vandergriff, TxDOT Transportation Commissioner for North Texas, who has vast knowledge of the transportation infrastructure statewide. Campbell also noted that the annual golf tournament fundraiser on May 24 included 21 teams.

- B. Board member reports and announcements

There were no announcements at this time.

- C. Staff reports and announcements

There were no announcements at this time.

VI. REGULAR ITEMS

- A. Elect a Vice President of the Economic Development Corporation Board

Motion To Approve. Action Appoint Josh Altom as EDC Vice President. **Motion By** Tippey **Seconded By** Coltharp. **Motion passes unanimously**

- B. Consider approval of the minutes from the March 23, 2021 regular meeting

Motion To Approve. Action Approve the minutes from the March 23, 2021 regular meeting. **Motion By** Coltharp and **Seconded By** Altom. **Motion passes unanimously**

- C. Review and accept the KEDC Financial Report for March 2021

Director of Finance Lakeita Sutton stated that the average sales tax received was \$44,334 and that cash available was \$811,000.

Motion To Approve. Action Approve the KEDC Financial Report for March 2021. **Motion By** Tippey **Seconded By** Altom. **Motion passes unanimously.**

- D. Review and accept the KEDC Financial Report for April 2021

Director of Finance Lakeita Sutton stated that for the month of April the average sales tax was \$30,071 and that the ending cash balance was \$854,539 with revenues at 54.4% with expenditures at 68% for the month of April.

Motion To Approve. Action Approve the KEDC Financial Report for April 2021. **Motion By** Tippey **Seconded By** Altom. **Motion passes unanimously.**

- E. Discuss and consider approval of lease extension for Red's Roadhouse 1170 E. Kennedale Parkway

Executive Director George Campbell recommended approval of this fifth lease extension agreement, which expired in November 2020. There was some discussion of the history of this agreement, the options available, and the different parties involved. Councilmember Jacobson requested a copy of the original agreement. Mr. Campbell stated that the Pennington Family had the option to purchase the land, but that the proceeds would benefit the Bloxom Foundation – rather than the EDC. Therefore, the Board has continued to extend the lease year by year so that the EDC would continue to receive revenue from the lease.

Motion To Approve. Action Approve the lease extension for Red's Roadhouse 1170 E. Kennedale Parkway through November 2021. **Motion By** Altom. **Seconded By** Coltharp. **Motion passes 4-1-0**, with Councilmember Jacobson voting against.

- F. Authorize the Executive Director to make an application for the rezoning of the 13-acre EDC on Linda Road, known as Lot 1A2, Block 1 of the Harris Corporation Addition, from Industrial (I) to Neighborhood Village (NV)

Richard Weber, 2703 Crestmoor Ct., Arlington TX 76016, spoke against this item.

Motion To Approve. Action Authorize the Executive Director to make an application for rezoning and submit the application to the City Council for consideration on the 13-acre EDC on Linda Road, known as Lot1A2, Block 1 of the Harris Corporation Addition, from Industrial (I) to Neighborhood Village (NV). **Motion By** Tippey. **Seconded By** Terry. **Motion passes 4-0-1**, with Councilmember Jacobson abstaining.

- G. Authorize the Executive Director to negotiate, finalize and execute a lease agreement with Etron, Inc. for the lease of 201 W Kennedale Parkway, Building 1 in TownCenter, and forward the same to City Council for its approval

Executive Director George Campbell gave an overview of the space vacated by V-Fit that would, under this agreement, be used by Etron for both warehouse and retail purposes at full market rent, with Etron providing the necessary interior renovations.

Motion to Approve. Action Authorize the Executive Director to negotiate finalize and execute a lease agreement with Etron for the lease of 201 W Kennedale Parkway Building 1 in TownCenter upon the approval from the City Council. **Motion By** Councilmember Jacobson **Seconded By** Altom. **Motion passes unanimously.**

VII. ADJOURNMENT

Motion To Adjourn. Action Adjourn. Motion By Coltharp, **Seconded By** Altom. **Motion passes unanimously.**

President Yeary adjourned the meeting at 7:48 p.m.

APPROVED:


EDC PRESIDENT, MARK YEARY

ATTEST:


ROSIE ERICSON, BOARD SECRETARY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.1.

SUBJECT

Approval of the minutes from the August 17, 2021 regular meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_08.17 Minutes_City Council Regular Meeting DRAFT	2021_08.17 Minutes_City Council Regular Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | AUGUST 17, 2021 AT 4:30 PM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 4:30 p.m., noting that there was a quorum present, but that Councilmember Mitchell was absent; and that Place 4 was vacant. The Council recessed to Executive (Closed) Session from 4:31 p.m. to 5:54 p.m.

II. EXECUTIVE SESSION

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any agenda item as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney).

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

1. City Council Place 4
2. City Manager

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

Following Executive Session, the Council took a brief recess before Mayor Rhodes reconvened the open meeting at 6:00 p.m.

Motion Approve. Action Approve the appointment of Austin Degenhart to City Council Place 4, **Moved By Joplin, Seconded By Jacobson. Motion passed unanimously with a vote of 3-0.**

City Secretary Leslie Galloway administered the Statement of Official and the Oath of Office to Councilmember Degenhart, after which he took his place on the dais.

IV. WORK SESSION

A. WORK SESSION REPORTS

1. Recognition of Police Captain Mike Holguin

Police Chief Darrell Hull introduced Captain Mike Holguin and his family before administering the Honor Pledge to Holguin.

2. Fire Department Badge Pinning Ceremony

Mayor Linda Rhodes administered the Firefighter's Oath to Creed Coston and Cliff Clark.

3. Discussion of the FY2021-22 Proposed Budget

Interim City Manager Leslie Galloway noted that a printed copy of the Proposed Budget had been delivered to the Council the previous day. Finance Director Lakeita Sutton then gave a presentation that included an overview of the budget process, a review of the end of year projections for funds, assumptions and highlights used in the budget development process,

new program requests, tax rate impact, and next steps in the budget adoption process.

There was some discussion of proposed fund transfers, the staff proposal to move to purchasing (versus leasing vehicles), staff's proposal to delay hiring of certain positions, an increase in ambulance revenue, and the option to decrease the number of breathing apparatus units from 4 to 2. Sutton noted that each one-cent reduction in the property tax rate equated to about \$90,000 less revenue.

There was also some discussion regarding other financing options for the police vehicles requested, the status of the public safety step plan implementation, the increase in stormwater expenditures, the use of various administrative transfers between funds, the current bond rating status, number of days in reserve based on ending fund balance, and the potential delay of hiring certain positions.

City Manager Leslie Galloway noted that staff appreciated Council input regarding the inclusion or omission of new program requests.

V. REGULAR SESSION

Mayor Rhodes convened the Regular Session at 7:05 p.m.

There was some discussion of the Council's adopted policy that requires that speaker forms be received before the beginning of the meeting. Mayor Rhodes added that if a person wishes to speak, but cannot arrive in time, requests to speak can be emailed to the City Secretary.

A. ROLL CALL

PRESENT: Mayor Pro Tem Jan Joplin, Place 1; Julie Jacobson, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **ABSENT:** Gary Mitchell, Place 2; **STAFF:** Interim City Manager Leslie E. Galloway, Director of Finance and Information Technology Lakeita Sutton, Library Director Amanda King, Interim Public Works Director Stan Rountree, Fire Chief James Brown, Police Chief Darrell Hull, City Attorney Drew Larkin, Accounting Technician Debby Scott; **CONSULTANTS:** Dawn Brinson of Brinson Benefits

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

Councilmember Joplin offered the invocation.

C. VISITOR AND CITIZEN FORUM

- Sara Cotton, 700 Crestview Drive, stated her desire to see the Senior Citizen Center re-opened.

D. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council

- **Councilmember James Connor, Place 5**, had no updates at this time.
- **Councilmember Austin Degenhart, Place 4**, had no updates at this time.
- **Councilmember Julie Jacobson, Place 3**, had no updates at this time.
- **Councilmember Gary Mitchell, Place 2**, was absent.
- **Councilmember Jan Joplin, Place 1**, announced that she attended National Night Out (NNO) presented by KPD and thanked the staff for their work on the event and the first budget meeting; that the deadline for the first Kennedale Citizen Police Academy was Friday; and that the world's biggest steam train traveled through Kennedale over the past weekend; and closed by thanking all citizens who were supporting the staff during this time of transition.

2. Updates from the Mayor

Mayor Linda Rhodes announced that she attended National Night Out (NNO) presented by KPD, the Tarrant County Mayors Council (noting that attendance at these meetings influences CDBG funding allocations), and a meeting with KISD Superintendent Chad Gee (noting that there were plans to establish regular meetings with the Mayor, Superintendent, KISD Board President, and City Manager). Mayor Rhodes then proclaimed September 11, 2021 as a “Day of Remembrance” in the City of Kennedale and announced the ceremony that would be presented at the TownCenter Memorial at 8:46 a.m. on that date.

3. Updates from the Interim City Manager

Interim City Manager Leslie Galloway announced the recent upswing in COVID-19 case counts and urged mask wearing; that the Senior Center was expected to re-open on September 8, that a Community Development consultant had been engaged for the purpose of resuming P&Z and BOA meetings; that interviews for director positions were being scheduled; that open enrollment for employees was next week; gave brief updates on Hammack Creek and the CDBG project on Third Street; announced the top reader from the Summer Reading Club program; and announced upcoming events.

4. Financial Reports for the City

Finance Director Lakeita Sutton noted a correction to page three of the previous month's financials (a cable franchise fee was coded as one for electricity).

E. CONSENT AGENDA

Mayor Linda Rhodes requested the following corrections to the minutes that were included in the packet: on the June 15 minutes (page 2), correct the word ‘none’ under Visitor’s Forum; on the July 20 minutes (page 3) Councilmember Connor’s place number should be 5 under Reports and Announcements; and on the July 20 minutes (page 5), the motion for item 3 is listed twice.

At the request of Council, Interim City Manager Leslie Galloway discussed item E.6.

Motion Approve. Action Approve Consent Agenda, with amendments to the minutes as requested. Moved By Joplin, Seconded By Jacobson. Motion passed unanimously.

1. Approval of the minutes from the June 15, 2021 special meeting at 5:00 p.m.
2. Approval of the minutes from the June 15, 2021 regular meeting at 5:30 p.m.
3. Approval of the minutes from the June 22, 2021 special meeting at 5:30 p.m.
4. Approval of the minutes from the July 13, 2021 special meeting
5. Approval of the minutes from the July 20, 2021 regular meeting
6. Consider approval of a Resolution, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2021 rate review mechanism (RRM) filing
7. Approval of a Sourcwell negotiated contract for the purchase of a fire engine from Metro Fire Apparatus Specialists, Inc. in the amount of \$788,823

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider an appointment to City Council Place 4

THIS ACTION WAS TAKEN UNDER ITEM III. – IMMEDIATELY FOLLOWING EXECUTIVE SESSION BUT BEFORE THE WORK SESSION DISCUSSIONS.

2. Consider appointment of Mayor Pro Tem

Motion Approve. Action Approve appointment of Julie Jacobson as Mayor Pro Tem.

Moved By Joplin, Motion died for lack of a second.

Motion Approve. Action Approve appointment of Jan Joplin as Mayor Pro Tem. **Moved By Jacobson, Seconded By Connor. Motion passed 3-0-1**, with Joplin abstaining.

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

Dawn Brinson, owner of Brinson Benefits, offered a presentation including a history of rates, current health insurance plans offered, the required move from an HMO to a PPO plan, the original bid from the current provider coming in at a 28% increase, the option to increase the max out of pocket amounts to reduce cost, the current self-insurance plan to reduce max out of pocket to \$2,800 by paying the back half of the health reimbursement plan, the proposal from United Health Care, the deductible level, the HRA, pharmacy options and provider networks. Other than health insurance, all other benefits (including dental, telemedicine, supplemental and voluntary coverage, etc.) are being recommended for renewal under the existing rates and plans. The recommendation of staff was to approve Alternate 1 – Negotiated (Blue Cross Blue Shield (BCBS) of Texas).

There was some discussion regarding deductibles, self-insurance, and other costs.

Motion Approve. Action Approve bid award for health, dental, life and accidental death and dismemberment (AD&D), and voluntary life insurances and authorize the Interim City Manager to sign the agreements for all coverages including health insurance option “Alternate 1 – Negotiated”, **Moved By Jacobson, Seconded By Mayor Pro Tem Joplin. Motion passed unanimously.**

THE COUNCIL TOOK A BRIEF RECESS FROM 7:55 TO 8:02 P.M.

4. Consider approval of a renewal and amendment of an interlocal agreement (ILA) with the City of Fort Worth for rabies control services

Police Chief Darrell Hull noted that he was currently negotiating a similar ILA with the City of Everman and that staff would utilize that ILA primarily or solely, with this agreement with the City of Fort Worth serving as a second option when the Everman shelter is at capacity.

There was some discussion of locations of shelters and that both Everman and Fort Worth had “no-kill” policies.

Motion Approve. Action Approve a renewal and amendment of an interlocal agreement (ILA) with the City of Fort Worth for rabies control services, **Moved By Jacobson, Seconded By Connor. Motion passed unanimously.**

5. Discuss and consider approval of a Resolution of the City Council of the City of

Kennedale, Texas, approving the placement of a proposal on the September 21, 2021 City Council Public Meeting agenda to adopt a 2021 tax rate that may exceed the lower of the voter-approval rate or the no-new-revenue tax rate; recording a City Council vote for a proposed tax rate; and calling a public hearing for September 15, 2021

Finance Director Lakeita Sutton noted that adoption of this Resolution was a statutory requirement if the rate to be adopted was, effectively, a tax increase. There was a brief discussion of Senate Bill 2. City Attorney Drew Larkin noted that adoption of this Resolution would set the public hearing date, place an item on the September 21 agenda to consider the tax rate, and that the voter approval tax rate (VATR) had been placed in the Resolution because that was the highest possible rate but that it did not commit the Council to that rate. Finance Director Lakeita Sutton proposed amending the Resolution to reflect the rate in the Proposed Budget (\$0.774085 per \$100.00 of valuation) rather than the VATR.

Motion Amend. Action Amend the Resolution to reflect the tax rate in the City Manager's Proposed Budget (\$0.774085 per \$100.00 of valuation), **Moved By** Jacobson, **Seconded By** Degenhart. **Motion passed unanimously.**

Motion Approve. Action Approve a record vote setting a maximum proposed ad valorem tax rate of \$0.774085 per \$100.00 of valuation, **Moved By** Jacobson, **Seconded By** Connor. **Motion passed unanimously,** with Mayor Pro Tem Joplin, Jacobson, Degenhart, and Connor voting in favor, none voting against, and Mitchell being absent.

Motion Approve. Action Approve the Resolution, as amended, reflecting the tax rate in the City Manager's Proposed Budget (\$0.774085 per \$100.00 of valuation), **Moved By** Jacobson, **Seconded By** Degenhart. **Motion passed unanimously.**

Mayor Rhodes and the Council recessed to Executive Session from 8:18 to 8:48 p.m.

G. PUBLIC HEARINGS

VI. ADJOURNMENT

Mayor Linda Rhodes reconvened the open meeting at 8:48 p.m.

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

Mayor Rhodes adjourned the meeting at 8:49 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.2.

SUBJECT

Approval of the minutes from the August 24, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_08.24 Minutes_City Council Special Meeting DRAFT	2021_08.24 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | AUGUST 24, 2021 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:30 p.m., noting that members of the public had access to a live feed without the option for public comment. No speaker forms had been received at this time.

II. ROLL CALL

Present: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Linda Rhodes, Place 4; James Connor, Place 5; **Absent:** Julie Jacobson, Place 3; **Staff:** Interim City Manager Leslie E. Galloway, Police Chief Darrell Hull, Director of Finance and Information Technology Lakeita Sutton, Fire Chief James Brown, Interim Public Works Director Stan Rountree, Administrative Assistant Rosie Ericson

III. WORK SESSION

A. WORK SESSION REPORTS

1. Continued discussion of the FY2021-22 Proposed Budget

THIS ITEM WAS TAKEN OUT OF ORDER. THE ACTION ITEMS WERE CONSIDERED FIRST.

Finance Director Lakeita Sutton stated that the budget had been previously presented and that staff now sought Council input, adding that if the current tax rate was carried forward, the FY21-22 end-of-year General Fund balance was projected at 11.1 percent. At this time, Sutton requested input from Council.

There was some discussion of the process thus far, American Rescue Plan Act (ARPA) funding, potential uses and/or earmarking of EDC revenues, past projects that the EDC could potentially reimburse other funds in relation to, the need for more aggressive EDC recruitment and business promotion, infrastructure needs, that the EDC is expected to consider repurchase of the land associated with the hotel project, staffing levels, proposed cost of living adjustments for civilian employees, the cost of terminating the City Manager, potential of engaging an economic development consultant, desire to see EDC support the Streets and/or General Funds, franchise fees, the process of integrating the Streets Fund into the General Fund, the percentage of and process for calculating various interfund transfers for administrative services, forthcoming invoices from Arlington Water Utilities, current implementation of the public safety step plan and civilian employee compensation adjustments, the current ad valorem tax rate, costs associated with turnover, the plan to move from leasing to purchasing fleet vehicles, various line items within the Mayor and Council budget, engineering costs, the Police Department request for expanded functionality of the simulator, equipment requested by Public Works, mowing contracts, terms of the School Resource Office (SRO) contract, the possibility of purchasing the requested police radios in the current FY budget, park maintenance fee increase, and the possibility of reducing the Planner position to part

time.

The Council took a brief recess from 7:45 p.m. to 7:55 p.m.

Following the recess, Ms. Sutton discussed the tax rate impact summary, noting that a one penny change to the ad valorem tax rate equated to \$89,336 of revenue. She then summarized those amendments to the proposed budget that staff understood that there was now a consensus among the Council to implement: 1) add \$9800 for certification pay; 2) add additional SRO revenue (according to the contract); 3) wish to see a scenario with a part-time or no Planner position; 4) revenue on commercial franchise fee with Waste Connections; 5) scenario without the two percent increase for civilians; 6) detailed breakout of engineering costs; and 7) inclusion of the less expensive zero turn mower instead.

Mayor Rhodes noted that the next budget workshop would be August 31, at 5:30 p.m.; and that the Public Hearing on the budget and tax rate was scheduled for Wednesday, September 15, at 5:30 p.m.

IV. SPECIAL SESSION

- A. Consider authorizing the Interim City Manager to enter into a professional services agreement with Dunaway for interim municipal planning consulting services at a maximum cost of \$6,000 per month

Interim City Manager Leslie Galloway stated that there were vacancies in the Community Development Department, noting that Chance LeBlanc, a Planner with Dunaway, was available to answer questions from the Council; and that LeBlanc would be assisting with researching and presenting Planning and Zoning and Board of Adjustment cases as well as general planning and platting questions. She added that staff would also have access to Dunaway Associate Barry Hudson, if needed.

There was some discussion of the term of these services, the number of hours available, and LeBlanc's role in P&Z and BOA cases as well as his credentials. Galloway stated that these services are not expected to extend past the end of the calendar year.

Councilmember Austin Degenhart noted that the rates in the contract were competitive.

Motion Approve. **Action** Approve authorizing the Interim City Manager to enter into a professional services agreement with Dunaway for interim municipal planning consulting services at a maximum cost of \$6,000 per month, **Moved By** Joplin, **Seconded By** Degenhart. **Motion passed 3-1**, with Connor voting against.

- B. Consider approval of a Developer's Agreement for the Alta 287 Development, 3100 Joplin Road

Interim City Manager Leslie Galloway stated that this agreement must be executed in order for construction permits to be issued, that staff had answered questions from the Mayor and Councilmember Degenhart, and that the agreement was standard in form to past developer's agreements. Councilmember Joplin stated that she felt more comfortable with a full presentation on the agreement. Galloway stated that this agreement defined those fees and bonds that would be paid by the developer and established a one-year deadline for all improvements to be completed, that the reference to Hillside was in error

and had been omitted, that sidewalk locations had been added to note that the would be installed per the approved plans, that a dateline had been added to the signature page, that the engineers and the attorney had reviewed the document, and that the adopted fee schedule allowed for engineering review fees to be passed onto the developer. Mayor Rhodes stated that she was uncomfortable signing until all fees had been paid and the required bonds were in place, noting that the date of the document was important. She added that the options were to table the item or to authorize the Interim City Manager to execute the agreement after all fees and bonds were in place. Councilmember Degenhart noted that any delay might cause negative contractual obligations for the project due to the current volatility in supply prices. Councilmember Joplin noted that this project was approved by a prior Council, that the development agreement was the responsibility of an administrative position, and that the current consideration was to execute this agreement so that this previously approved project could proceed according to schedule.

Motion Approve. **Action** Approve authorizing the Interim City Manager to, upon receipt of all fees and bonds, execute a Developer's Agreement for the Alta 287 Development, 3100 Joplin Road, **Moved By** Joplin, **Seconded By** Mitchell.

In response to a question from Councilmember Connor, Galloway stated that the current zoning was Multi-Family (MF).

Motion passed unanimously.

V. ADJOURNMENT

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

Motion passed unanimously.

Mayor Rhodes adjourned the meeting at 8:06 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.3.

SUBJECT

Approval of the minutes from the August 31, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_08.31 Minutes_City Council Special Meeting DRAFT	2021_08.31 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | AUGUST 31, 2021 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:30 p.m., noting that members of the public could join in person or access the live feed, but that public comment was not allowed virtually.

II. ROLL CALL

Present: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Linda Rhodes, Place 4; James Connor, Place 5; **Absent:** NONE; **Staff:** *Interim City Manager Leslie E. Galloway, Police Chief Darrell Hull, Director of Finance and Information Technology Lakeita Sutton, Fire Chief James Brown, Interim Public Works Director Stan Rountree, Administrative Assistant Rosie Ericson*

III. EXECUTIVE SESSION

THE COUNCIL DID NOT RECESS TO EXECUTIVE SESSION DURING THIS MEETING.

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

V. REGULAR SESSION

- A. Consider adoption of a Resolution removing and designating the authorized signatories for all city financial transactions with the authorized depository bank and any other instruments necessary in the transaction of the City's financial affairs

Motion Approve. **Action** Approve a Resolution removing and designating the authorized signatories for all city financial transactions with the authorized depository bank and any other instruments necessary in the transaction of the City's financial affairs, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Jacobson. **Motion passed unanimously.**

- B. Discuss and consider a Fifth Amendment to the Lease Purchase Agreement for 1170 E Kennedale Parkway (Red's Roadhouse)

City Attorney Drew Larkin stated that Adlai Pennington had agreed to close within 60 days, that the EDC Board had approved the amended agreement, which required that the closing take place within 60 days of execution of the amendment or the right to purchase would be relinquished. Larkin added that the Council could now either approve or deny this amended lease purchase agreement. Councilmember Mitchell stated his desire to have an option to extend the 60 days if something happened out of Mr. Pennington's control to delay the process. Mr. Pennington was present to answer questions.

Motion Approve. **Action** Approve a Fifth Amendment to the Lease Purchase Agreement for 1170 E Kennedale Parkway (Red's Roadhouse) as presented, **Moved By** Mayor Pro Tem Joplin, **Seconded By** Mitchell. **Motion passed unanimously.**

- C. Discuss and consider action regarding option to repurchase property pursuant to 380

Agreement with Karmali Holdings, Inc. and authorize Executive Director to execute all documents to repurchase

City Attorney Drew Larkin stated that he would request that legal questions be addressed in Executive Session, noting that Karmali Holdings had purchased this land from the EDC, that there were requirements within the contract that had not been fulfilled, that this allowed the EDC the option to repurchase the property for the original purchase price paid by Karmali Holdings, that the EDC had voted to exercise this option, and that Council could now approve or deny that EDC expenditure.

Motion Approve. **Action** Approve the EDC Board to repurchase property pursuant to 380 Agreement with Karmali Holdings, Inc. and authorize Executive Director to execute all documents to repurchase, **Moved By** Connor, **Seconded By** Jacobson. **Motion passed unanimously.**

VI. WORK SESSION

A. Continued discussion of the FY2021-22 Proposed Budget

Interim City Manager Leslie Galloway stated that Finance Director Lakeita Sutton had provided four scenarios that incorporated Council input, that staff had been answering questions via email, and that directors were available to answer any questions. There was some discussion of civilian salary adjustments and public safety step plans, EDC revenues and expenditures, special events budgets, travel and training budgets, seed money for various boards, the potential of leasing the Senior Center, community development and permitting fees, sales tax revenue, property tax rates, salary and staffing levels, and grants. Following this discussion, it was the consensus of the Council to see the following applied to the proposed budget: update SRO revenue to \$118,375 (revenue increase of \$34,951); the addition of fire assignment pay (expenditure increase of \$5,000); reduction of the Planner position to part time (expenditure decrease of \$26,860); maintain the 2 percent cost of living increase for civilians (no effect); an adjustment to the projected sales tax increase from 4% to 5% (revenue increase of \$16,101); sales tax interlocal increased to \$120,000 (revenue increase of \$13,000; an ad valorem tax rate of one cent less (\$0.764085) than the current FY (revenue decrease of \$89,336); and a budgeted General Fund drawdown of \$899,430. There was also a discussion of the potential to apply American Rescue Plan Act (ARPA) funding to budgeted General Fund line items to mitigate the drawdown.

VII. ADJOURNMENT

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

Mayor Rhodes adjourned the meeting at 6:55 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.4.

SUBJECT

Approval of the minutes from the September 15, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_09.15 Minutes_City Council Special Meeting DRAFT	2021_09.15 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | SEPTEMBER 15, 2021 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:30 p.m.

II. ROLL CALL

PRESENT: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **ABSENT:** None; **STAFF:** Interim City Manager Leslie E. Galloway, Finance Director Lakeita Sutton, Fire Chief James Brown, Police Chief Darrell Hull, Financial Analyst Debby Scott, Administrative Assistant Rosie Ericson

III. SPECIAL SESSION

A. PUBLIC HEARINGS

1. Public hearing on the Fiscal Year 2021–2022 Proposed Budget

Mayor Rhodes opened the Public Hearing at 5:31 p.m.

- Sara Johnson, 700Crestview Drive, spoke in favor of funding for the Senior Center budget.

In response, Interim City Manager Leslie Galloway stated that the Senior Center budget was included in the proposal, but without the staffing previously discussed; and that staff was working on meal options.

Mayor Rhodes closed the public hearing at 5:33 p.m., and announced that the vote on the budget would be during the regular meeting on September 21, 2021, at 5:30 p.m.

2. Public hearing on the Fiscal Year 2021–2022 Tax Rate and announce date of vote on tax rate

Mayor Rhodes opened the Public Hearing at 5:33 p.m.

There were no requests to speak.

Mayor Rhodes closed the Public Hearing at 5:34 p.m., and announced that the vote on the tax rate would be during the regular meeting on September 21, 2021, at 5:30 p.m., in these Council Chambers.

IV. EXECUTIVE SESSION

THE COUNCIL RECESSED TO EXECUTIVE (CLOSED) SESSION FROM 5:34 P.M. TO 6:35 P.M.

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

1. City Manager

V. ADJOURNMENT

Mayor Rhodes reconvened into open session at 6:54 p.m.

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

Mayor Rhodes adjourned the meeting at 6:54 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.5.

SUBJECT

Approval of the minutes from the September 21, 2021 regular meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_09.21 Minutes_City Council Regular Meeting DRAFT	2021_09.21 Minutes_City Council Regular Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | SEPTEMBER 21, 2021 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:32 p.m., noting that members of the public could join in person or via a live feed, but that the virtual option did not allow for public input.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Presentation by Tarrant County Clerk Mary Louise Nicholson of the Tarrant County 2020 Coronavirus Pandemic historical book to the Kennedale Public Library

Tarrant County Clerk Mary Louise Nicholson stated that this book was a six-month effort that resulted in an illustrative narrative, capturing the effects of COVID-19 on Tarrant County. To honor the lives of those who were lost to this pandemic, the book is now being placed in libraries across the region as a reference material.

2. Discuss and consider offering staff direction regarding the Economic Development Corporation (EDC) Board priorities, funding, and staffing

Interim City Manager Leslie Galloway stated that this item was added at the request of Mayor Pro Tem Jan Joplin and Councilmember Austin Degenhart. Joplin stated that the importance of the EDC was that they received one-quarter of the City's sales tax revenue, receiving in revenues more than \$16 million.

There was discussion regarding EDC spending, potential amendments to the bylaws to allow for those who are not residents to be appointed, the desire for an updated Comprehensive Plan, allowable EDC projects, the potential of the EDC reimbursing the Water Fund for the property purchased on Linda Road, the partnership and history of contracts with the Chamber of Commerce, EDC-owned land, the potential and unique qualities of Kennedale, and the EDC expenditures included in the FY22 budget.

Mayor Linda Rhodes requested that EDC minutes be included in the Council packet, as required by the bylaws.

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

There was no discussion at this time.

III. EXECUTIVE SESSION

THE COUNCIL RECESSED TO EXECUTIVE (CLOSED) SESSION FROM 6:11 TO 6:47 P.M.

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

1. City Manager

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

Mayor Rhodes reconvened the open meeting at 6:52 p.m. There was neither discussion nor action at this time.

V. REGULAR SESSION

A. ROLL CALL

PRESENT: Mayor Linda Rhodes, Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **ABSENT:** NONE; **STAFF:** Interim City Manager Leslie E. Galloway, Director of Finance and Information Technology Lakeita Sutton, Fire Chief James Brown, Police Chief Darrell Hull, City Attorney Drew Larkin, Financial Analyst Debby Scott, Administrative Assistant Rosie Q. Ericson; **CONSULTANTS:** Andrew Friedman of SAMCO Capital

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

Councilmember Gary Mitchell offered the invocation.

C. VISITOR AND CITIZEN FORUM

- Gail Uranga, 904 Bell Oak Drive, stated that the Senior Discount had still not been applied to her water account.
- Daniel Joe Bennett, 408 Pemberton, White Settlement, spoke regarding concerns about actions by the Tarrant Appraisal District (TAD) Board.

D. REPORTS AND ANNOUNCEMENTS

1. Updates from the City Council

- **Mayor Pro Tem Joplin, Place 1**, announced that she attended the 9/11 Memorial Event and thanked Kenneth Michels, Kimberly Courtney, and Steven Roundtree for their work on the restoration; that the Senior Center has re-opened Monday through Friday from 10:30 a.m. to 1:00 p.m.; invited the public to apply for board places; and that she appreciated seeing our City come together.
- **Gary Mitchell, Place 2**, had no announcements at this time.
- **Julie Joplin, Place 3**, had no announcements at this time.
- **Austin Degenhart, Place 4**, had no announcements at this time.
- **James Connor, Place 5**, announced that he attended a TML event regarding “civility”; and that he attended the 9/11 Day of Remembrance and thanked Kenneth Michels, Kimberly Courtney, and Steven Roundtree for their work on the restoration.

2. Updates from the Mayor

Mayor Rhodes proclaimed September as Senior Center Month; thanked staff and volunteers for the 9/11 memorial event and restoration work; announced that she also

attended the motorcycle club memorial ride organized by Sue West; thanked staff for their work on the Senior Center Re-opening on September 8, followed by a formal ribbon cutting on the 15th; that she attended the TML Region 8 meeting with James Connor and Julie Jacobson and Leslie Galloway; that the extension of Little School Road had been included in the Tarrant County Transportation Bond package for consideration by voters on November 2; and that staff was working with a local business to have former Mayor Brian Johnson's photo added to Council Chambers.

3. Updates from the Interim City Manager

Interim City Manager Leslie Galloway announced upcoming community events and noted the recent positive result for West Nile Virus on a mosquito trap on North Road.

4. Financial Reports for the City and the EDC

Finance Director Lakeita Sutton stated that revenues and expenditures were both on track

There was some discussion of sales and property tax revenue, the stormwater fund; the park dedication fund; the projected drawdown; the proposed tax rate for FY22; the projected fund balance for FY21; and the recent upgrade to a stable outlook from S&P.

E. CONSENT AGENDA

Motion Postpone. **Action** Postpone items V.E.4., V.E.5., and V.E.6., **Moved By** Connor, **Seconded By** Degenhart. **Motion passed unanimously.**

1. Adoption of Amended minutes for the June 15, 2021 Regular Meeting
2. Approval of the minutes from the July 22, 2021 special meeting
3. Approval of the minutes from the August 10, 2021 special meeting
4. Approval of the minutes from the August 17, 2021 regular meeting
5. Approval of the minutes from the August 24, 2021 special meeting
6. Approval of the minutes from the August 31, 2021 special meeting

Motion Approve. **Action** Approve Consent Agenda Items V.E.1., V.E.2., and V.E.3., **Moved By** Jacobson, **Seconded By** Connor.

Mayor Rhodes noted that Item V.E.1. was an amendment to previously approved minutes.

Motion passed unanimously.

F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider adoption of an Ordinance authorizing the issuance, sale and delivery of up to \$6,000,000 in aggregate principal amount of "City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021"; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the City's municipal waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrar agreement, an official statement

and all other instruments and procedures related thereto

Finance Director Lakeita Sutton stated that this item had been discussed at length, and staff was now ready to present final bids to the Council for their consideration of issuance, noting that it would not increase the debt portion of the property tax rate. Andrew Friedman of SAMCO Capital discussed the process that staff had undertaken for this issuance, discussed the negative watch that was placed on the City by their bond rating agency in 2017 (that was recently lifted), that the credit rating was not changed (still AA-), the effect adoption of deficit budgets could have on that rating, the GFOA recommendation to keep a minimum of 25% fund balance, and how these financial aspects affected the bids received – the lowest of which was 20-year financing at rate of 1.61% (among the seven bidders).

There was some discussion of the lack of impact on the tax rate, average ad valorem growth in the last decade, projected growth going forward, capital projects, the amortization of the ambulance over ten years (rather than 20), the cost of the issuance, the ability to pay off the debt ahead of schedule or to refinance, and the dedicated uses for this debt.

Motion Approve. **Action** Approve an Ordinance authorizing the issuance, sale and delivery of up to \$6,000,000 in aggregate principal amount of "City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021"; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the City's municipal waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrar agreement, an official statement and all other instruments and procedures related thereto **Moved By** Connor, **Seconded By** Degenhart.

Mayor Pro Tem Joplin stated that the staff report stated that there had been direction by Council regarding debt issuance, but that the direction was not given by this Council.

Motion passed unanimously.

2. Discuss and consider an Ordinance, adopting the Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022

Finance Director Lakeita Sutton stated that staff was asking the Council to consider adopting the budget for FY21-22, which was originally proposed in August. She noted that all statutory requirements have been met regarding Truth-in-Taxation, that the Ordinance exhibit detailed revenues and expenditures, that the General Fund was supported by a property tax rate of \$0.764085, and that the staff report summarized those items that were updated since the budget was proposed.

There was some discussion of the drawdown potentially being mitigated by the receipt of ARPA Funding and that a budget amendment should be expected due to that funding.

Motion Approve. **Action** Approve an Ordinance, adopting the Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, **Moved By** Connor, **Seconded By** Jacobson. **Motion passed unanimously.**

3. Discuss and consider ratification of property tax increase reflected in FY2021–2022 Adopted Budget

Finance Director Lakeita Sutton stated that this a formality because the effective (no-new-revenue) tax rate was lower than what was reflected in the adopted budget, making it an effective tax increase.

Motion Approve. **Action** Approve the ratification of the property tax increase reflected in the FY21-22 Adopted Budget, **Moved By** Connor, **Seconded By** Jacobson. **Motion passed unanimously.**

4. Discuss and consider approval of an Ordinance, fixing and levying municipal Ad Valorem Taxes for the City of Kennedale, Texas, for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022

Finance Director Lakeita Sutton stated that this was the final step in budget and tax rate adoption, that staff had included a summary of past discussions and statutory requirements fulfilled, and that the tax rate to support the budget was \$0.764085, which is effectively a 0.59 percent increase.

Motion Approve. **Action** Approve that the property tax rate be increased by the adoption of a tax rate of \$0.764085, which is effectively a 0.59 percent increase in the tax rate, **Moved By** Connor, **Seconded By** Jacobson. **Motion passed unanimously**, with a vote of 5-0, with Mayor Pro Tem Jopin voting in favor, Councilmember Gary Mitchell voting in favor, Councilmember Julie Jacobson voting in favor, Councilmember Austin Degenhart voting in favor, and Councilmember James Connor voting in favor.

5. Discuss and consider approval of a three-year renewal of M&R Janitorial Services contract

Interim City Manager Leslie Galloway stated that staff had been very pleased with the services provided, and that the consideration was a three-year extension of this contract at the same level of service and the same pricing.

Motion Approve. **Action** Approve a three-year renewal of M&R Janitorial Services contract, **Moved By** Connor, **Seconded By** Jacobson. **Motion passed unanimously.**

G. PUBLIC HEARINGS

VI. ADJOURNMENT

Motion Adjourn. **Action** Adjourn, **Moved By** Connor, **Seconded By** Jacobson. **Motion passed unanimously.**

Mayor Rhodes adjourned the meeting at 8:08 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.6.

SUBJECT

Approval of the minutes from the September 25, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_09.25 Special CC Meeting	2021_09.25 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | SEPTEMBER 25, 2021 AT 10:00 AM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 10:02 a.m.

II. ROLL CALL

PRESENT: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **STAFF:** Rosie Ericson, Administrative Assistant

III. EXECUTIVE SESSION

THE COUNCIL RECESSED TO EXECUTIVE (CLOSED) SESSION FROM 10:02 A.M. TO 3:40 P.M.

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

1. City Manager

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

V. ADJOURNMENT

Mayor Rhodes reconvened into open session at 3:40 p.m.

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

Mayor Rhodes adjourned the meeting at 3:41 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.7.

SUBJECT

Approval of the minutes from the September 27, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_09.27 Special CC Meeting - WM	2021_09.27 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | SEPTEMBER 27, 2021 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:30 P.M.

II. ROLL CALL

PRESENT: Mayor Linda Rhodes, Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; James Connor, Place 5; **STAFF:** Rosie Ericson, Administrative Assistant

III. EXECUTIVE SESSION

THE COUNCIL RECESSED TO EXECUTIVE (CLOSED) SESSION FROM 5:31 P.M. TO 7:35 P.M.

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

1. City Manager

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

V. ADJOURNMENT

Mayor Rhodes reconvened into open session at 7:35 p.m.

Motion Adjourn. Action Adjourn, Moved By Connor, Seconded By Mitchell. Motion passed unanimously.

Mayor Rhodes adjourned the meeting at 7:36 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.8.

SUBJECT

Approval of the minutes from the October 4, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_10.04 Minutes_City Council Special Meeting DRAFT	2021_10.04 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | OCTOBER 4, 2021 AT 5:30 P.M.
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:30 p.m.

II. ROLL CALL

PRESENT: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; **ABSENT:** James Connor, Place 5; **STAFF:** Rosie Ericson, Administrative Assistant

III. EXECUTIVE SESSION

THE COUNCIL RECESSED TO EXECUTIVE (CLOSED) SESSION FROM 5:30 P.M. TO 6:35 P.M.

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

1. City Manager

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

V. ADJOURNMENT

Mayor Rhodes reconvened into open session at 6:35 p.m.

Motion Adjourn. **Action** Adjourn, **Moved By** Degenhart, **Seconded By** Jacobson. **Motion passed unanimously.**

Mayor Rhodes adjourned the meeting at 6:35 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.9.

SUBJECT

Approval of the minutes from the October 9, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_10.09 Minutes_City Council Special Meeting DRAFT	2021_10.09 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | OCTOBER 9, 2021 AT 9:00 AM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 9:00 a.m.

II. ROLL CALL

PRESENT: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; **ABSENT:** James Connor, Place 5; **STAFF:** Interim City Manager Leslie E. Galloway

III. EXECUTIVE SESSION

The Council recessed to Executive (Closed) Session from 9:00 a.m. to 12:16 p.m.

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

1. City Manager

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

V. ADJOURNMENT

Mayor Rhodes reconvened into open session at 12:16 p.m.

Motion Adjourn. **Action** Adjourn, **Moved By** Mitchell, **Seconded By** Degenhart. **Motion passed unanimously.**

Mayor Rhodes adjourned the meeting at 12:16 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

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

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.D.10.

SUBJECT

Approval of the minutes from the October 11, 2021 special meeting

ORIGINATED BY

Leslie E. Galloway, Interim City Manager

SUMMARY

Minutes are attached for the Council's review and consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2021_10.11 Minutes_City Council Special Meeting DRAFT	2021_10.11 Minutes_City Council Special Meeting DRAFT.pdf
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KENNEDALE CITY COUNCIL MINUTES
SPECIAL MEETING | OCTOBER 11, 2021 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Mayor Linda Rhodes called the meeting to order at 5:30 p.m.

II. ROLL CALL

PRESENT: Mayor Linda Rhodes; Mayor Pro Tem Jan Joplin, Place 1; Gary Mitchell, Place 2; Julie Jacobson, Place 3; Austin Degenhart, Place 4; **VIA PHONE:** James Connor, Place 5; **STAFF:** Rosie Ericson, Administrative Assistant

III. EXECUTIVE SESSION

THE COUNCIL RECESSED TO EXECUTIVE (CLOSED) SESSION FROM 5:30 P.M. TO 6:23 P.M.

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

1. City Manager

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

V. ADJOURNMENT

Mayor Rhodes reconvened into open session at 6:23 p.m.

Motion Adjourn. **Action** Adjourn, **Moved By** Degenhart, **Seconded By** Jacobson. **Motion passed unanimously.**

Mayor Rhodes adjourned the meeting at 6:23 p.m.

APPROVED:

ATTEST:

LINDA RHODES, MAYOR

LESLIE E. GALLOWAY, CITY SECRETARY

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.E.1.

SUBJECT

Consider approval of a FY 2022 Asset Forfeiture Sharing Agreement with local task force participants of the DEA Task Force Group (Fort Worth) and a 2022 Program – Funded State and Local Task Force Agreement with the Drug Enforcement Administration (DEA), and authorize Chief of Police to execute all documents related to same

ORIGINATED BY

Darrell Hull, Police Chief

SUMMARY

KPD seeks to participate in the DEA's Dallas Field Division Taskforce Group (Fort Worth) by dedicating one existing officer to serve on this taskforce. By doing so, KPD will not only be able to better focus on eradicating drug-related criminal activity within our City, but will also become eligible to receive proceeds from asset forfeitures made by the taskforce. These proceeds are in no way guaranteed, however.

There is no cost associated with the contract (outside of the compensation already being provided to the officer). The term of the agreements is one fiscal year (through September 30, 2022).

Chief Hull will be available to answer questions from the Council. Staff recommends approval and appreciates the Council's consideration.

RECOMMENDATION

Approve

ATTACHMENTS

1.	DEA - 2022 PF TFA TFG FT WORTH-KENNEDALE PD	DEA - 2022 PF TFA TFG FT WORTH-KENNEDALE PD.docx
2.	DEA - FY 22 AFSA TFG FT WORTH- KENNEDALE PD	DEA - FY 22 AFSA TFG FT WORTH- KENNEDALE PD.docx
3.	DEA - OJP-KENNEDALE PD	DEA - OJP-KENNEDALE PD.pdf

2022 PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
DALLAS FIELD DIVISION
TASK FORCE GROUP (FORT WORTH)
KENNEDALE POLICE DEPARTMENT

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Kennedale Police Department ORI# TX***** (hereinafter "Kennedale PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Kennedale area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Kennedale, the parties hereto agree to the following:

1. The Task Force Group (Fort Worth) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Kennedale area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the Task Force Group (Fort Worth), the Kennedale PD agrees to detail one (1) experienced officer to the Task Force Group (Fort Worth) for a period of not less than two years. During this period of assignment, the Kennedale PD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The Kennedale PD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The Kennedale PD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Task Force Group (Fort Worth), DEA will assign six (6) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment,

training, and other support items.

6. During the period of assignment to the Task Force, the Kennedale PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Kennedale PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the Kennedale PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The Kennedale PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The Kennedale PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Kennedale PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The Kennedale PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The Kennedale PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Kennedale PD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Kennedale PD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the Kennedale PD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Kennedale PD during the term of this agreement.

For the Drug Enforcement Administration:

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

Date: _____

For the Kennedale Police Department:

Darrell Hull
Chief of Police
Kennedale Police Department

Date: _____

FY 2022 Asset Forfeiture Sharing Agreement
Task Force Group (Fort Worth)
Kennedale Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members (“Participants”), of the DEA Task Force Group (Fort Worth) (“Task Force”), hereby agree to the following terms and conditions of this Memorandum of Understanding (“MOU”) governing the Task Force’s equitable sharing requests and participation in the United States Department of Justice (“DOJ”) Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Arlington Police Department/One (1) officer assigned to the Task Force
- Fort Worth Police Department/Three (3) officers assigned to the Task Force
- Lake Worth Police Department/One (1) officer assigned to the Task Force
- North Richland Hills Police Department/One (1) officer assigned to the Task Force
- Parker County Sheriff’s Office/One (1) officer assigned to the Task Force
- Tarrant County Criminal DAO/One (1) officer assigned to the Task Force
- Weatherford Police Department/One (1) officer assigned to the Task Force
- Department of Public Safety/Two (2) officers assigned to the Task Force
- Kennedale Police Department/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies’ investigative, financial, or administrative contributions to the task force and/or the agencies’ efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is \$500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Fort Worth). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

Eduardo A. Chavez
Special Agent in Charge
Dallas Field Division

Date: _____

Darrell Hull
Police Chief
Kennedale Police Department

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

KENNEDALE POLICE DEPARTMENT, 401 MUNICIPAL DRIVE, KENNEDALE, TEXAS 76060

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

KENNEDALE CHIEF OF POLICE DARRELL HULL

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.1.

SUBJECT

CASE #PZ 21-13 — Conduct a public hearing and consider adoption of an ordinance regarding a request by Mycoskie & Associates for a rezoning from C2 General Commercial, R2 & R3 Residential to R4 Residential for approximately 108 acres located at 299 Jonah Road situated in the C.B. Teague Survey Tract 4, 3780 New Hope Road, located in the Raceway Estates Addition Lots 7A & 7B, 3830 New Hope Road is situated in the Robert C Richey Survey Tract 1B, City of Kennedale, Tarrant County, Texas

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	Rezone from R2, R3 & C2 to R4
Applicant	Mycoskie & Associates, Inc. (Jacob Sumpter)
Location	299 Jonah Rd & 3780 & 3830 New Hope Road
Surrounding Uses	Single-Family Residential, Mobile Homes, ETJ
Surrounding Zoning	R1, R2, R3 & PD-MHD
Future Land Use Plan Designation	Neighborhood Corridor & Neighborhoods
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The tracts located at 299 Jonah Road and 3830 New Hope Road are undeveloped. The lot located at 3780 New Hope Road (former site of Texas Raceway), is now vacant. The subject area is located between Jonah Road and New Hope Road. The majority of the land is currently zoned "General Commercial District (C-2)", which is defined by the Unified Development Code (UDC) to "accommodate commercial activities and businesses that involve the storage of goods, materials, equipment, machinery, and vehicles outside of enclosed buildings, or those with outdoor operations". A smaller portion, 299 Jonah, is zoned R-3 but is mostly comprised of floodplain and/or floodway. There is one small lot in the southeast along New Hope that is zoned R-2.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The surrounding area is characterized by single-family homes and undeveloped land. The future alignment of Little School Road, as identified in the Future Transportation Plan as a Boulevard and a priority bicycle/pedestrian project, as proposed, would extend through the site connecting to Linda Road. As the Council is aware, the extension of Little School Road was recently selected by the Tarrant County Commissioners Court for inclusion in the Transportation Bond Program. Though separate from this proposed zoning change, it is something to keep in mind as the extension of Little would help to alleviate traffic concerns related to an additional 266 homes in the area.

STAFF REVIEW

Future Land Use Plan

The Future Land Use Plan indicates this property as Neighborhood Corridor and Neighborhoods.

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.

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 developer proposes to build a single-family residential community on this 108-acre site (of which 56 acres are developable). There are existing features which limit the developable area of this site, but also serve to create a desirable natural area that will run north-south through the center of the proposed neighborhood where there is an existing creek and the related floodplain as well as Waters of the U.S. in the northern portion of the site. This area would be used to provide pocket parks and amenities. Of note, there is also an existing overhead transmission line within an 80' Oncor easement that runs adjacent to the western property line.

A development agreement (attached) went into effect years ago which encouraged higher density residential development. The proposed zoning, R-4, would allow for such a higher density single family development. The development will be required to meet standards for R-4 zoning, which allows for 50' lot widths and must meet all requirements for single family development. This development would provide quality housing for residents of Kennedale. **Staff believes the development of these lots for single family homes would be compatible and consistent with surrounding development.**

The 2012 Comprehensive Plan designates the subject property as Neighborhoods and Neighborhood Corridors. The request to rezone to R-4 is consistent with the Future Land Use Map.

Staff recommended approval to the Planning and Zoning (P&Z) Commission, as R-4 would better align with both the governing documents and plans currently in place as well as the surrounding uses than does the existing C-2 zoning. However, during their meeting on Tuesday, October 14, the P&Z Commission voted 3-2 to recommend denial of this request. Staff again recommends approval, and reminds the Council that this property is within the TIRZ, meaning that any tax revenue paid to the City, the County, the Hospital District, and the College District related to increases in property values (over the 2013 values when the TIRZ was created) will be earmarked for reinvestment into the TIRZ itself. With 266 homes proposed at a combined value of more than \$79M (over four phases of development), this would result in an estimated \$892,104 of annual revenue to reinvest into infrastructure and other improvements within this area (once the development is completed). The 25-year TIRZ agreement is in effect through 2038 appraisal. As the Council is aware, the ISD does not participate in the TIRZ. Therefore, KISD would receive their standard tax revenue from property values. KISD's 2021 Tax Rate is \$1.2991 (per \$100 of taxable value), which calculates to an estimated \$1M in annual tax revenue upon the completion of the project as proposed.

However, as the Council is aware, the requested action is neither an action to approve nor to deny any proposed development plan. It is simply a decision regarding what zoning is most appropriate for these parcels of land. Staff supports the request to change the zoning to R-4.

RECOMMENDATION

Approve

Based on the above analysis, staff recommends approval.

ACTION BY THE COMMISSION:

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

ATTACHMENTS

1.	Texas Raceway Rezoning	Texas Raceway Rezoning.pdf
----	------------------------	----------------------------

2.	Surrounding Uses - Texas Raceway	Surrounding Uses - Texas Raceway.pdf
3.	Kennedale Raceway-Master Plan	Kennedale Raceway-Master Plan.pdf
4.	Future Land Use Map	FLUP Map - Texas Raceway.pdf
5.	Existing Development Agreement: HM Real Estate / McMillan	Existing Development Agreement HM Real Estate Cynthia McMillan Dragstrip Drag Racing Track.pdf
6.	R426 TIRZ Development Agreement HM Real Estate Cynthia McMillan Dragstrip Drag Racing Track - comp (1)	R426 TIRZ Development Agreement HM Real Estate Cynthia McMillan Dragstrip Drag Racing Track - comp (1).pdf
7.	Kennedale Raceway-PZ Presentation	Kennedale Raceway-PZ Presentation.pdf
8.	PZ21-13	O734 - PZ21-13 Rezoning 299 Jonah, 3780 New Hope Road, 3830 New Hope Road to R4.pdf



LOCATION MAP



civil engineering surveying landscape architecture planning

tbpe registration number: f - 2759

tbpls registration/license number: 10088000

519 east border

arlington, texas 76010

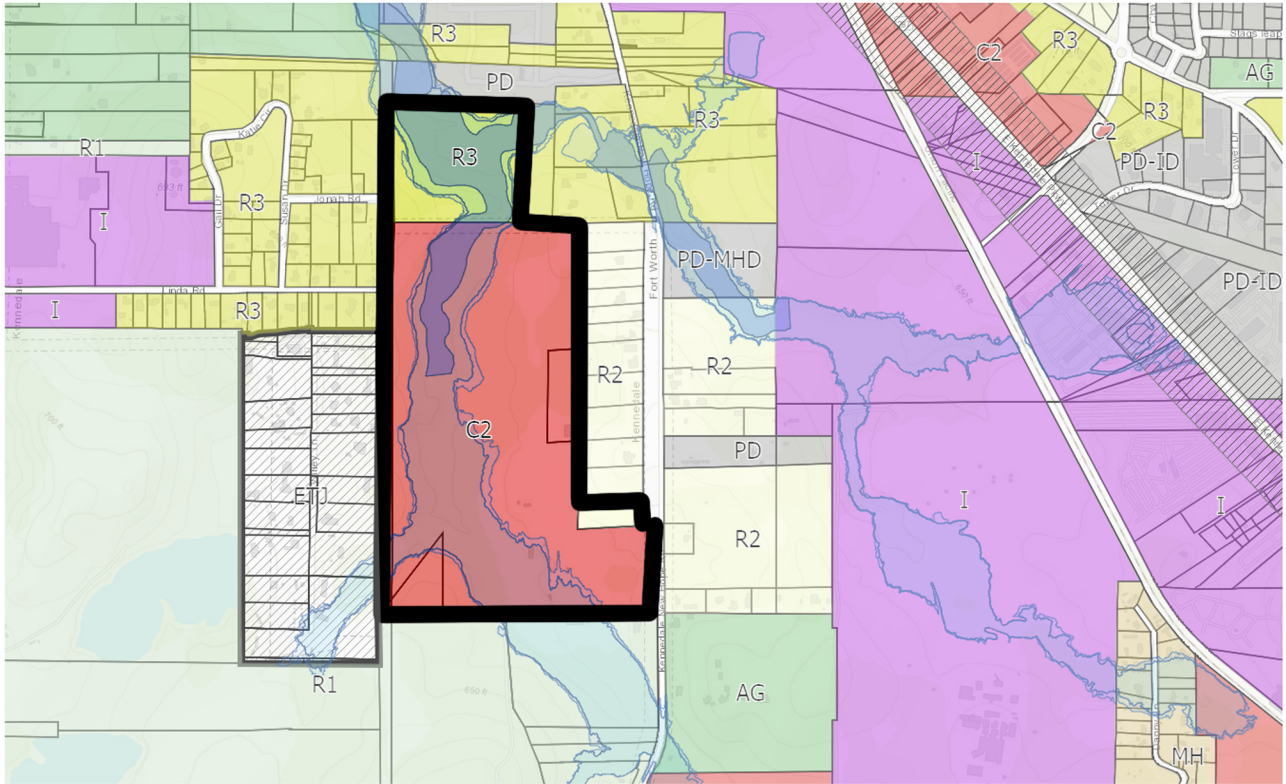
817-469-1671

fax: 817-274-8757

www.mmatexas.com

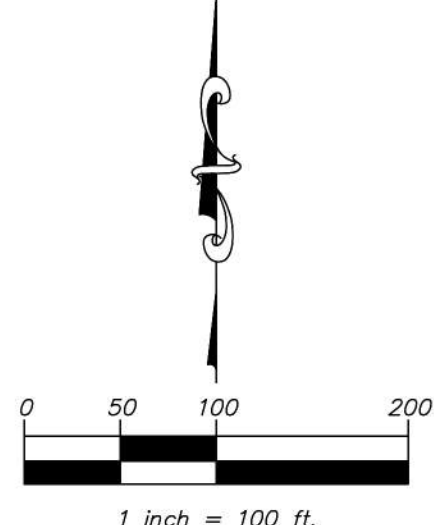
PZ CASE 21-13

299 Jonah, 3780 New Hope, 3830 New Hope





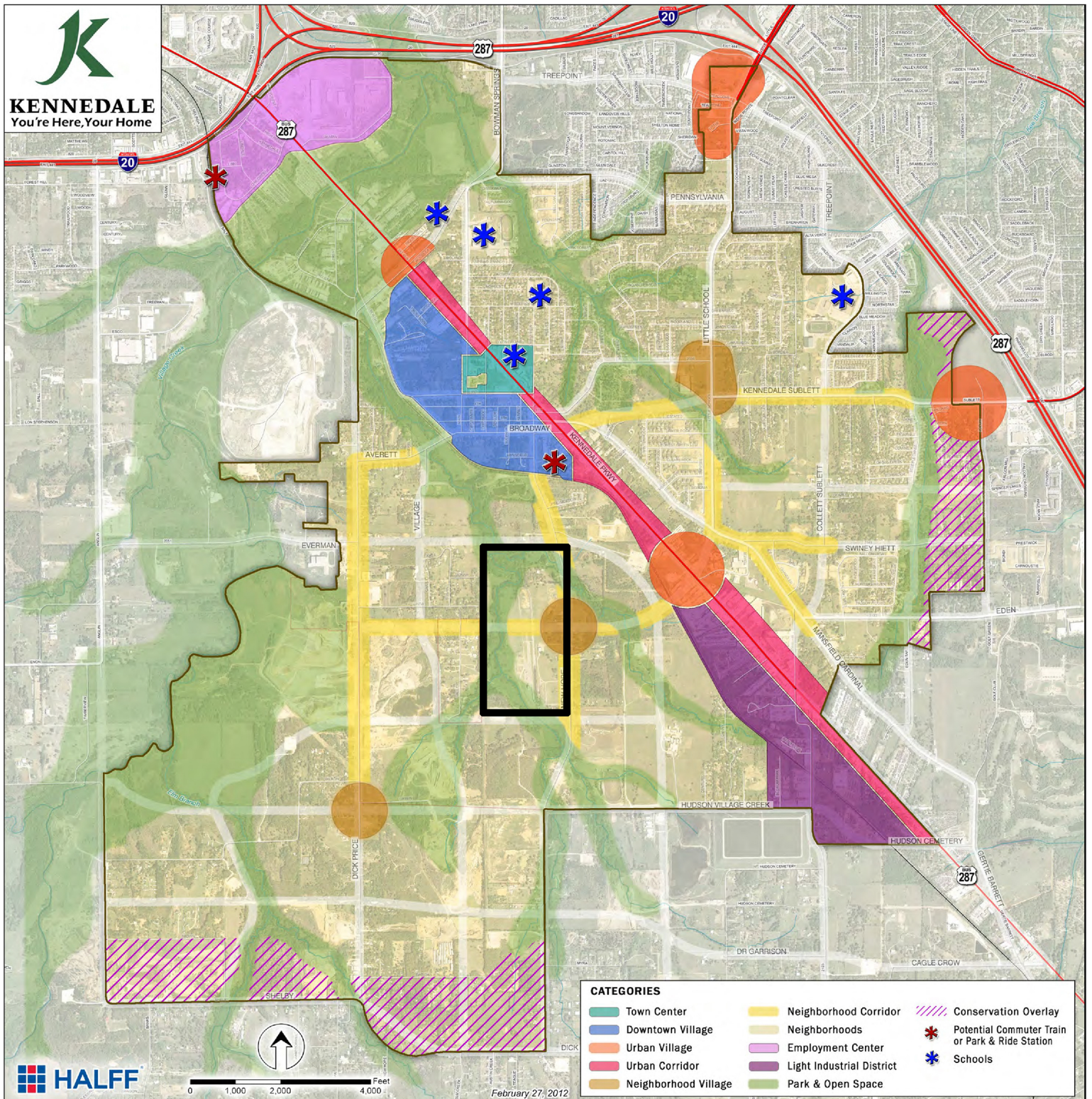
SITE DATA TABLE				
LOT TYPE	PROPOSED LOT COUNT	ACREAGE	LOT %	DENSITY (UNITS/AC)
LOT TYPE 1 (40' X 115')	241	52.6	78%	
LOT TYPE 2 (40' X 100')	29		9%	
LOT TYPE 3 (50' X 115')	41		13%	
LOT TYPE (OPEN SPACE)	9	47.0		
FUTURE LITTLE SCHOOL ROW		4.2		
TOTAL RESIDENTIAL LOTS	311	103.8	100%	3.00



CONCEPT LAND PLAN - 03
KENNEDALE RACEWAY
KENNEDALE, TX



KENNEDALE
You're Here. Your Home



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between HM Real Estate Management, Ltd. and Cynthia McMillan (collectively, the "Owner") and the City of Kennedale, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective June 3, 2014 (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, the City is a home rule municipality; and

WHEREAS, the property governed by this Agreement is an approximately 109.512-acre tract of land described and depicted on Exhibit A (the "Property"); and

WHEREAS, Cynthia McMillan owns the approximately 17.92-acre tract of land described on Exhibit A, and HM Real Estate Management, Ltd. owns the remainder of the Property; and

WHEREAS, the Owner is currently operating on the Property a drag racing track, which is a legally permitted nonconforming use under the City's zoning regulations (the "Nonconforming Use"); and

WHEREAS, under the City's zoning regulations, the Property is subject to amortization and termination of the Nonconforming Use after a reasonable period of time that gives the Owner an opportunity to recover its investment in the Nonconforming Use; and

WHEREAS, the Parties agree that it is reasonable for the Nonconforming Use to terminate by October 31, 2016 in consideration for the City's agreement not to cause, or attempt to cause, the earlier termination of the Nonconforming Use and the City's agreement to construct and fund certain sewer infrastructure improvements, as further described in this Agreement; and

WHEREAS, the City anticipates the development of uses on the Property that could include single family residences, townhomes, and neighborhood village uses, as described by the City's comprehensive land use plan; and

WHEREAS, the City acknowledges that the residential development and densities illustrated on the schematic development plan for the Property attached as Exhibit B conform to the City's comprehensive land use plan; and

WHEREAS, Exhibit B is attached for informational purposes only to illustrate the type of development and density contemplated by the City's comprehensive land use plan, and development in accordance with Exhibit B is not required by this Agreement; and

WHEREAS, the Parties anticipate the future rezoning of the Property consistent with the City's comprehensive land use plan prior to the redevelopment of the Property; however, nothing in this Agreement is intended to require redevelopment of the Property or rezoning of the Property; and

WHEREAS, it is understood and agreed by the Parties that nothing in this Agreement is intended to require the City to construct and fund sewer infrastructure improvements until the Property is redeveloped in accordance with this Agreement; and

WHEREAS, concurrently with the approval and execution of this Agreement, the City Council has approved and entered into that certain TIRZ Development Agreement with the Owner related to reimbursement of certain New Hope Road improvement costs, as well as certain sewer costs as further described below.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II

PROVISIONS RELATING TO USE AND DEVELOPMENT OF THE PROPERTY

2.1 Termination of Nonconforming Use. The Owner's right to operate the Nonconforming Use shall terminate on October 31, 2016. Subject to the Owner not being in default under this Agreement, the City agrees to refrain from taking any action to cause, or attempt to cause, the Nonconforming Use to terminate prior to October 31, 2016. The City shall not require the removal of existing structures on the Property based solely on the termination of the Nonconforming Use. If the Owner applies for the rezoning of all or a portion of the Property, or the City rezones all or a portion of the Property, prior to October 31, 2016, such actions shall not affect the Owner's rights under this Section 2.1. The City agrees that it will not require the Owner to waive its rights under this Agreement in exchange for a rezoning of all or a portion of the Property.

2.2 Water. The future development of the Property will be served by the existing City-owned water lines running through or adjacent to the Property. The City agrees to reserve sufficient capacity in these water lines to serve a minimum of 200 single family equivalent units on the Property for the full term of this Agreement. This reservation shall not expire if the Property is under development at the end of the term of this Agreement. For purposes of this paragraph, the phrase "under development" includes grading and other site work, and construction of infrastructure or buildings, that is directly related to the redevelopment of the Property as contemplated by this Agreement.

2.3 Sewer.

(a) As consideration for the Owner's commitment to terminate the Nonconforming Use pursuant to Section 2.1, the City agrees to construct (to be repaid from the tax increment reinvestment zone that encompasses the Property) a sewer trunk line that is a minimum of ten inches in diameter and any related improvements necessary to connect the Property to the City's existing sewer infrastructure located immediately north of the Property (collectively, the "Sewer Project"), which currently includes a 12-inch diameter sewer line the City plans to upsize to a 15-inch diameter sewer line. The Sewer Project is generally shown on Exhibit C (see the area shown as "project 5" and encompassed by a blue cloud on Exhibit C).

(b) The City agrees to design the Sewer Project with sufficient capacity for the intended development of the Property with a minimum of 200 single family equivalent units, and to reserve such capacity in the Sewer Project for the future development of the Property. The term of the reservation shall be the same term provided for the reservation for water capacity in Section 2.2.

(c) The Owner agrees to complete and deliver to the City Manager a phase two environmental site assessment of the Property prepared by a licensed professional no later than 180 days after the Effective Date of this Agreement. The City agrees that the Owner shall have no liability or responsibility for the information included in the phase two environmental site assessment. If the phase two environmental site assessment demonstrates that the Property is developable, the Owner shall give notice to the City when it is ready to proceed with development of the Property. The City agrees to enter into a contract for the engineering and design of the Sewer Project within ninety (90) days after receipt of the notice. The filing of a preliminary plat application for the Property shall constitute delivery of notice to the City under this paragraph. The City's Engineer will coordinate the design of the Sewer Project with the design of the development of the Property as provided by the Owner's engineer. The City agrees to award a construction contract for the Sewer Project and to cause construction of the Sewer Project to be completed to coincide with the commencement of the development of the Property.

(d) Upon at least 30 days' prior written notice from the City to the Owner but not more than 90 days before the City solicits bids for construction of the Sewer Project, the Owner will dedicate a public sanitary sewer easement that is a minimum of 15 feet in width for the portion of the Sewer Project that will be located within the Property, as well as a temporary construction easement. The permanent easement and temporary construction easement will be located within the floodplain on the western portion of the Property at a location that minimizes impacts to developable portions of the Property and is approved by both Parties, with such approval not to be unreasonably withheld, conditioned, or delayed. The easement shall be in the form attached hereto as Exhibit D unless the City approves another form of easement at the request of the Owner.

(e) No tree mitigation shall be required in connection with the removal of trees to construct the Sewer Project within the Property. The City agrees to exercise all reasonable care to preserve existing trees in the vicinity of the Sewer Project, and will cause its contractor to do the same.

(f) If the City does not timely commence construction of the Sewer Project in accordance with the terms of this Section 2.3, the City agrees the Owner shall have the right, but not the obligation, to construct the Sewer Project in accordance with that certain TIRZ Development Agreement between the Owner and the City dated June 3, 2014 (the "TIRZ Agreement").

2.4 Public Improvement District. Upon petition by the Owner pursuant to Chapter 372 of the Texas Local Government Code, the City agrees to consider the creation of a public improvement district (PID) to reimburse costs eligible under Chapter 372 from annual

assessments on each lot within the Property, including on-site infrastructure costs and other eligible improvements identified by the Owner.

2.5 Linear Park. Subject to the City not being in default of its obligation to enter into an engineering and design contract pursuant to Section 2.3(c) of this Agreement, the following provisions shall apply:

(a) The Owner agrees to donate a minimum 100-foot wide strip of land within the Property to either the City or a third party approved by the City for use as a public linear park. The donation shall occur prior to or concurrently with the City's approval of the first final plat for a portion of the Property. This strip of land shall overlap with the sewer easement described above to the extent possible, and shall be located along the creek within the floodplain and floodway on the western side of the Property. The Owner shall have the sole right to determine the exact location and dimensions of this strip of land, consistent with the requirements of this Section 2.5 and the City's park dedication requirements. It is understood and agreed that the location of this strip of land must allow for the construction of a public hike and bike trail that will connect to other such trails adjoining the Property. If park land is not donated in accordance with the terms of this Section 2.5, the City may deny the final plat.

(b) The deed conveying this strip of land to the City shall be in the form attached hereto as Exhibit E unless the City approves another form of deed at the request of the Owner.

(c) The size of the park land donated within the Property shall meet or exceed the then-current park land dedication acreage requirement based on the number of permitted residential units on the Property pursuant to a City ordinance that is generally applicable to all residential development in the City's corporate limits. Upon the donation of this park land, the City shall be deemed to have waived (i) all park fee requirements that would otherwise apply to the development of the Property; and (ii) all park land dedication requirements that would otherwise apply to the development of the Property.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties agree that the donation of land required by this Section 2.5 shall not be required unless the Property has been rezoned by the City to allow development of a minimum of 200 single family equivalent units within the Property.

ARTICLE III ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall be ten years.

3.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.3 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

With a copy to: City Attorney
City of Kennedale
Attn: Wayne Olson
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To the Owner:

Attn: Cynthia McMillan
PO Box 820576
Fort Worth, Texas 76182

and
3830 New Hope Road
Kennedale, Texas 76060

With a copy to: Attn: Melissa Lindelow
 Shupe Ventura Lindelow & Olson, PLLC
 500 Main Street, Suite 800
 Fort Worth, Texas 76102

3.4 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of the Party who originally drafted the provision.

3.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public

notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.6 Entire Agreement; Binding Obligations; Releases. This Agreement together with the TIRZ Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement and the TIRZ Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. This Agreement shall be recorded in the deed records of Tarrant County, Texas, and shall be binding upon the Parties. The Owner's obligations under this Agreement shall be binding upon the Owner's successors and assigns; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any end-buyer. For purposes of this Agreement, the Parties agree that the term "end-buyer" means any owner, builder, tenant, user, or occupant of a lot included within a City-approved final plat that has been recorded in the deed records. Upon approval of each final plat for all or a portion of the Property, the City agrees to cause the City Manager to execute a release of this Agreement, in recordable form, for the portion of the Property included in the final plat releasing the Owner and its successors and assigns from all obligations under this Agreement that have been performed.

3.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall lie in Tarrant County, Texas.

3.9 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, the Owner has the right to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement and the TIRZ Agreement to the extent this Agreement or the TIRZ Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the

Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. An Assignee shall be considered a "Party" and the "Owner" for the purposes of this Agreement.

3.10 Events of Default; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to cure the alleged failure. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

3.11 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.12 Rough Proportionality. The Owner agrees that all dedications made by the Owner pursuant to this Agreement are roughly proportional to the need created by the development of the Property, and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications required by this Agreement are related both in nature and extent to the impact of the Owner's development. The Owner waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Owner's development, but only to the extent such claims relate to the dedication required by this Agreement.

3.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

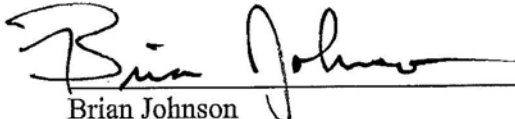
3.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

3.15 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Schematic Development Plan
Exhibit C	Sewer Project Location
Exhibit D	Form of Sewer Easement
Exhibit E	Form of Deed

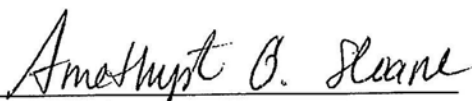
Executed by the Owner and the City to be effective on the Effective Date.

City of Kennedale, Texas



Brian Johnson
Mayor, City of Kennedale

ATTEST:



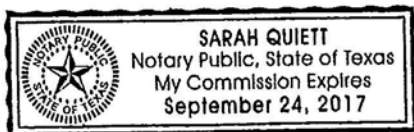
Amethyst G. Sloane
City Secretary, City of Kennedale

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on June 3, 2014 by Brian Johnson, Mayor of the City of Kennedale, Texas on behalf of said city.



Notary Public, State of Texas



HM Real Estate Management, Ltd.

By: Cynthia McMillan
Name: Cynthia McMillan
Title: Pres

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on June __, 2014 by Cynthia McMillan,
_____ of HM Real Estate Management, Ltd., a Texas limited partnership on
behalf of said limited partnership.



Dolores Offner
Notary Public, State of Texas

Cynthia McMillan
Cynthia McMillan

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on June __, 2014 by Cynthia McMillan, an
individual.



Dolores Offner
Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Tract I
2.00 Acres

TRACT I:

A portion of Lot 1, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of said Lot 1;

THENCE North along the west line of said Lot 1, 193.60 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 450.97 feet to a set 1/2" steel rod in the east line of said Lot 1 and the west line of Kennedale-New Hope Road, a public road of variable width right-of-way;

THENCE South along said east line of Lot 1 and said west line of Kennedale-New Hope Road, 193.60 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;

THENCE South 86°14'00" West, along the south line of said Lot 1, passing a found 1/2" steel rod at 10.02 feet, continuing in all 450.97 feet to the Point of Beginning and containing 2.000 acres (87,120 square feet) of land, more or less.

Tract II
85.362 Acres

TRACT II:

Lot 7, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5932, Plat Records, Tarrant County, Texas;

SAVE AND EXCEPT a 3.175 acre tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of Lot 2, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas;

THENCE South 86°14'00" West, 217.43 feet to a set 1/2" steel rod;

THENCE North, 637.49 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 217.43 feet to a set 1/2" rod in the west line of Lot 4, of said RACEWAY ESTATES, and in the east line of said Lot 7;

THENCE South along the west line of Lots 4, 3 and 2 and the east line of said Lot 7, 637.49 to the Point of Beginning and containing 3.175 acres (138,309 square feet) of land, more or less.

Tract III
1.573 Acres

TRACT III:

A 1.573 acre tract of land out of the JOEL SNYDER SURVEY, Abstract No. 1448, in Tarrant County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" steel rod in the center of County Road No. 12025, (Kenheddie-New Hope Road), said point being 425 yards (1180 feet) West of the northeast corner of said Snyder Survey;

THENCE West along the north line of said Snyder Survey, passing a found 1/2" steel rod at the southeast corner of said Lot 7, Raceway Estates, at 55.00 feet and continuing in all, 525.60 feet to a set 1/2" steel rod at the Point of Beginning;

THENCE South 03°12'44" East, 116.99 feet to a set 1/2" steel rod;

THENCE South 88°49'42" West, 557.55 feet to a set 1/2" steel rod;

THENCE North 04°17'04" West, 128.56 feet to a set 1/2" steel rod in the north line of said Snyder Survey;

THENCE East along the north line of said Snyder Survey and the south line of said Lot 7, Raceway Estates, 560.48 feet to the Point of Beginning and containing 1.573 acres (68,520 square feet) of land, more or less.

Tract IV
2.657 Acres

A 2.657-acre tract of land out of the R.C. Richey Survey, Abstract No. 1327, situated in Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Richey Survey and the northwest corner of the Joel Snyder Survey, Abstract No. 1448;

THENCE North 36°52'05" East 694.43 feet to a point;

THENCE South 555.56 feet to a point in the south line of said Richey Survey;

THENCE, West along the south line of said Richey Survey, 416.64 feet to the Point of Beginning, and containing 2.657 acres (115,735 square feet) of land, more or less.

Tract V
17.92 Acres

A 17.92 Acre Tract of Land situated in the C.B. Teague Survey, Abstract 1506, Tarrant County, Texas, and being a part of the Tommy L. Gay Tract, Veteran Purchase, 3035/468, and being particularly described as follows:

BEGINNING at an iron rod in the most Easterly North line of said Gay tract at the Northeast corner of the Texas Electric 1.740 acre tract;

THENCE S 88 degrees 47' 30" E with said North line of said Gay tract a distance of 905.3 feet to the Northwest corner of a 4.00 acre tract;

THENCE S 20' 30" with the west line of said 4.00 acre tract a distance of 844.9 feet to the Southwest corner of said 4.00 acre tract and being in the most Easterly South line of said Gay tract;

THENCE S 89 degrees 0' 30" W with said South line a distance of 905.0 feet to the Southeast corner of the Texas Electric 1.740 acre tract;

THENCE N 0 degrees 20-1/2' W with the East line of said Electric 1.740 acre tract

a distance of 879.6 feet to the PLACE OF BEGINNING and containing 17.92 acres of land.



EXHIBIT B **SCHEMATIC DEVELOPMENT PLAN**

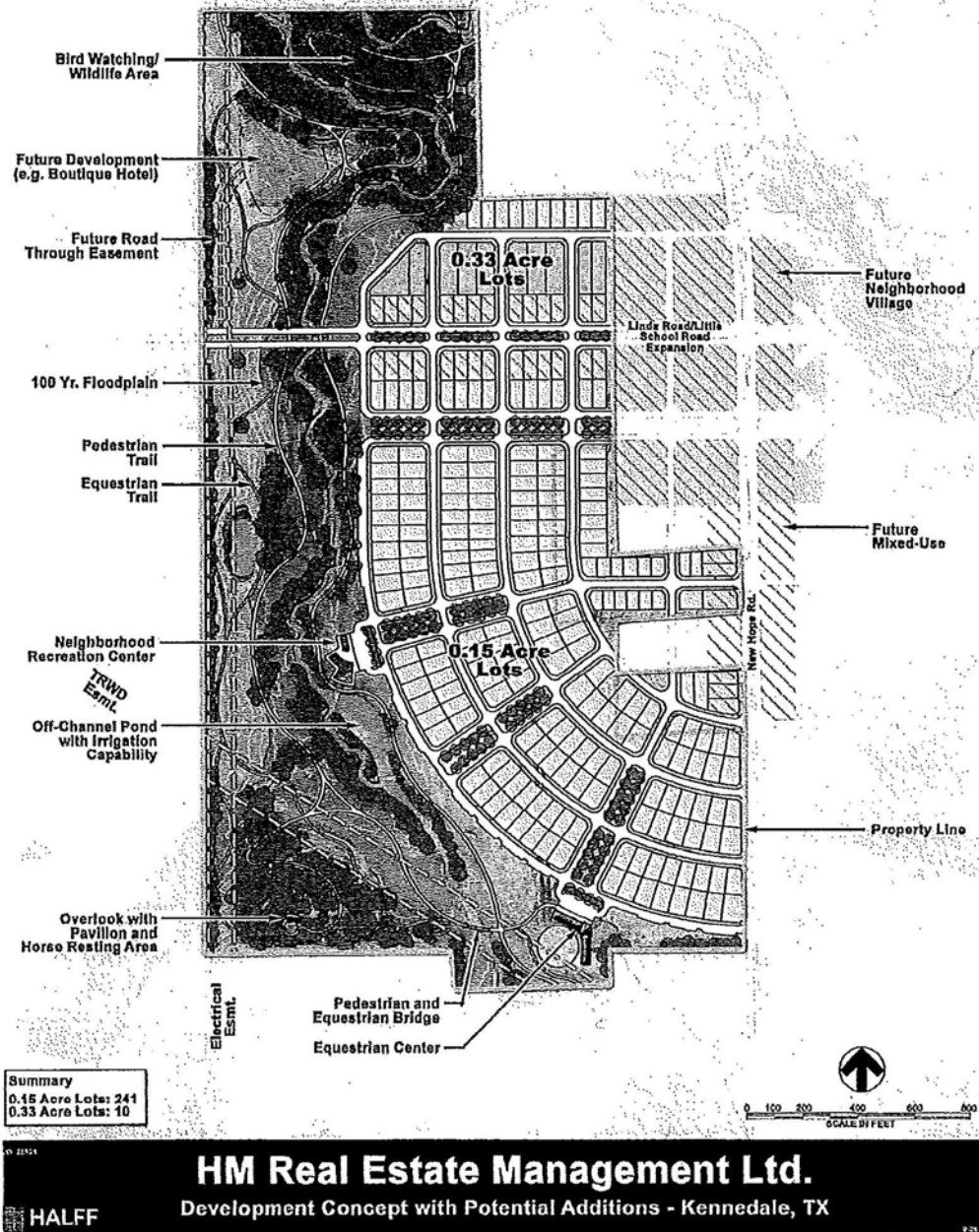
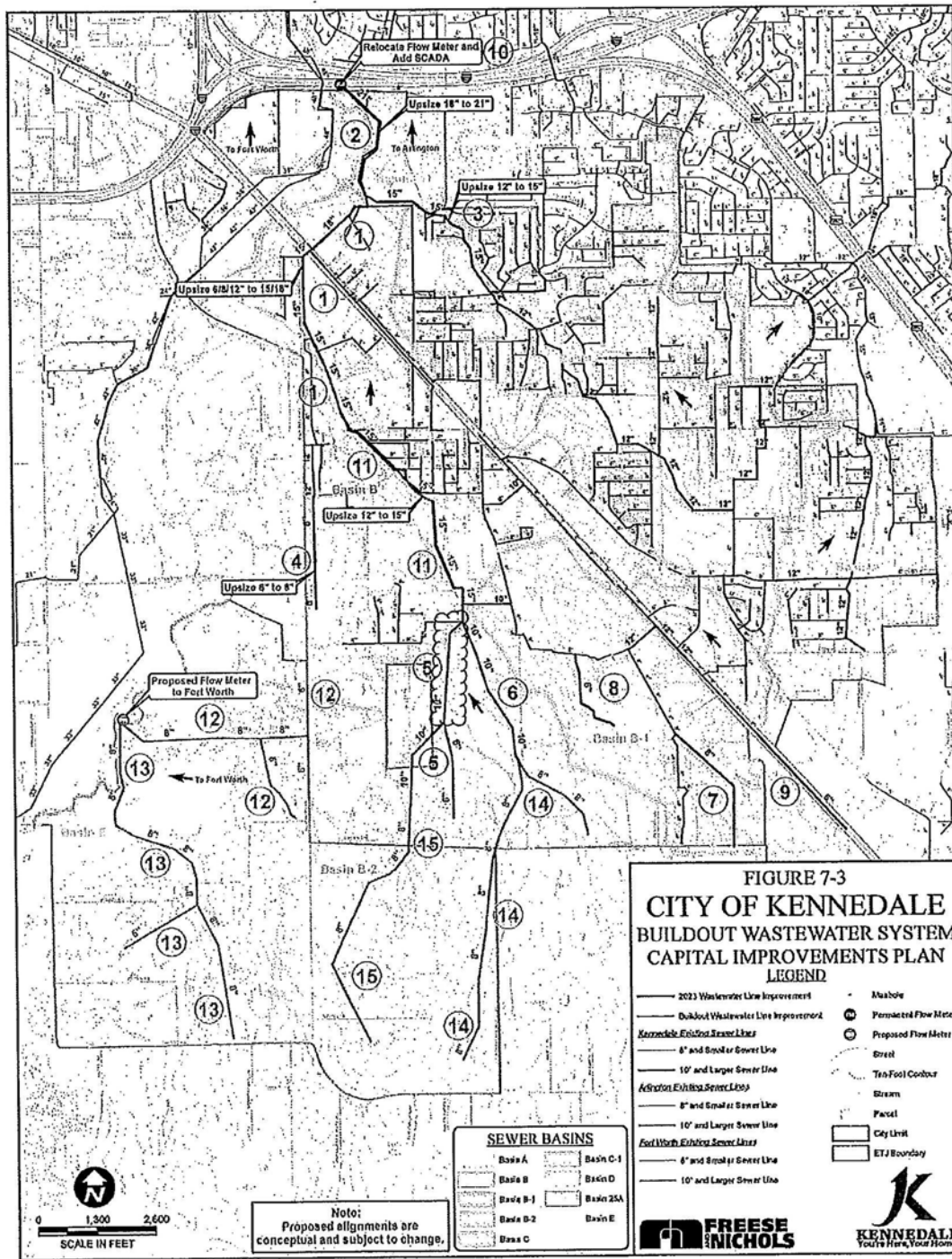


EXHIBIT C **SEWER PROJECT LOCATION**



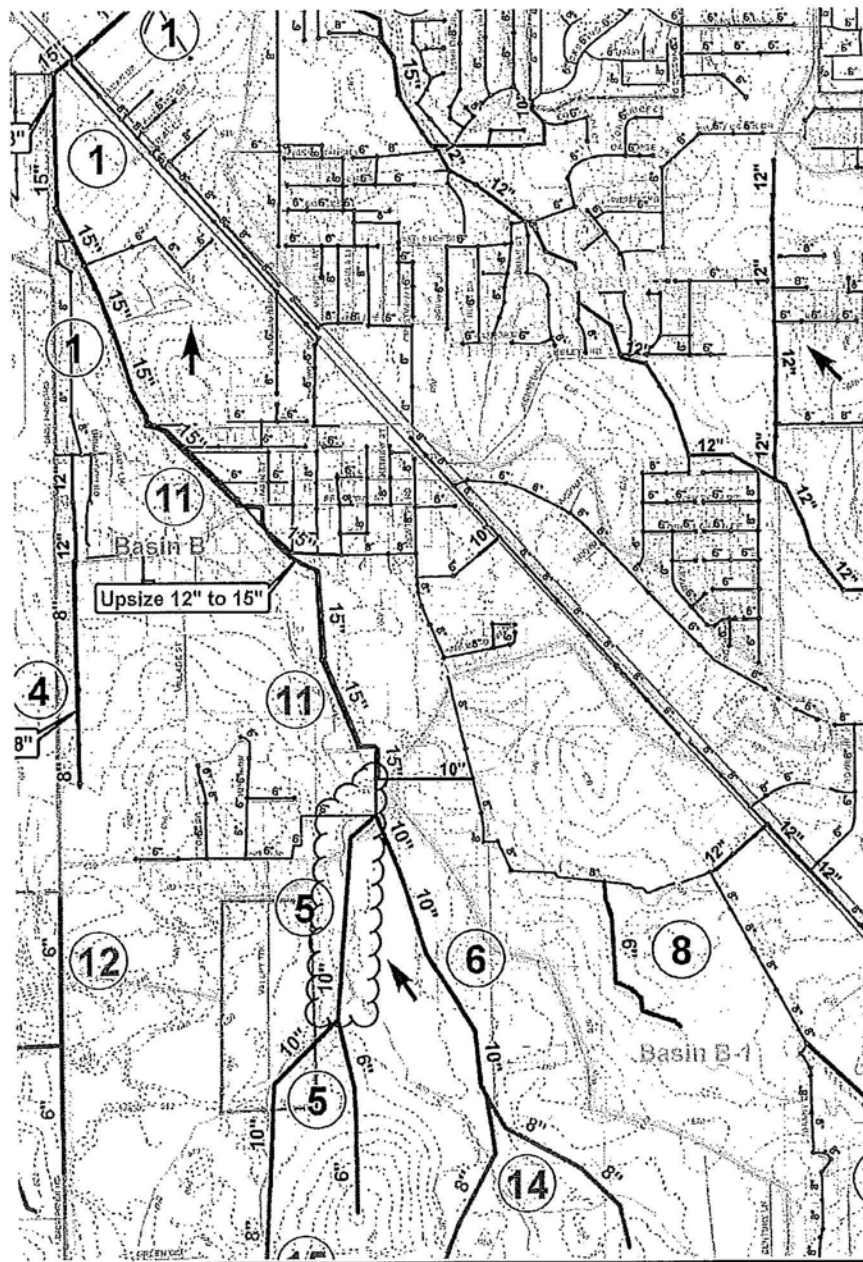


EXHIBIT D
FORM OF SEWER EASEMENT

CITY OF KENNEDALE

SANITARY SEWER EASEMENT

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

THAT _____, GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF KENNEDALE, a home rule municipality in Tarrant County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby grant, sell and convey unto said GRANTEE, a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating sanitary sewer lines and related facilities in, into, upon, over, across, under and through all that land in Tarrant County, Texas, as follows:

A ____-foot wide permanent sanitary sewer easement, as more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, together with the right of ingress and egress as necessary for such purposes.

Additionally, GRANTOR does hereby convey to GRANTEE a contiguous temporary construction easement for the purpose of installing said sanitary sewer lines and related facilities in the above described permanent easement, said temporary construction easement being more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

The temporary construction easement shall terminate 30 days after completion of the sanitary sewer lines, but in no event later than 360 days of the execution of this easement. The temporary construction easement shall include the right to excavate and fill upon the temporary easement.

GRANTEE shall be obligated to restore the surface of the area described on Exhibit "A" and shown on Exhibit "B" to its previous condition, including removal of debris and restoration of any authorized improvements that are removed, relocated, altered, damaged, or destroyed as a result of GRANTEE'S use of such areas, within 30 days after cessation of work; however, GRANTEE shall not be required to replace trees or shrubs that are removed from the easement area. GRANTEE shall maintain the easement area in a neat and clean condition.

2321.002\40061.2

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the permanent easement granted herein any permanent structures, provided, however, it is agreed that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns may (1) construct driveways and parking lots on and across said easement; and (2) construct or place other improvements, other than buildings, on and across said easement that do not interfere with GRANTEE'S use of the easement, including landscaping, irrigation, sidewalks or trails, fencing, lighting, and drainage improvements that do not interfere with GRANTEE'S use. GRANTEE shall erect temporary fencing to prevent livestock from entering areas described on Exhibit "A" that are impacted by GRANTEE'S construction or maintenance activities.

It is further intended that the permanent sanitary sewer easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR's successors and assigns; and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR's chain of title. The permanent sanitary sewer easement, rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above described permanent easement with the right of ingress and egress thereto, together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

GRANTOR:

2321.002\40061.2

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

EXHIBIT E
FORM OF DEED

DEDICATION DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

That _____ ("Grantor") hereby dedicates and grants in fee simple to the City of Kennedale, a Texas municipal corporation ("Grantee"), subject to the mineral reservation and exceptions hereinafter described, that certain tract of land described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

The Property conveyed hereunder is subject to the following: validly existing easements and rights-of-way; all matters of record including, but not limited to, all recorded restrictions, reservations, and covenants; and any discrepancies, conflicts, or shortages in area or boundary lines.

Grantor reserves all of the water, oil, gas and other minerals in and under the Property. Grantor, on behalf of itself and its successors and assigns, as to its mineral ownership and as to all mineral ownership for which it holds exclusive and/or leasing rights, expressly releases and waives all rights to use all or any part of the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in and under the Property. This release and waiver includes the surface and all areas two hundred feet (200 feet) below the surface.

The use of the Property shall be restricted to use as a public park.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee and

Grantee's successors and assigns forever. This donation of the Property is made without warranty, express or implied.

[signature page to follow]

WITNESS GRANTOR'S HAND this _____ day of _____, _____.

[insert Grantor's signature block and acknowledgment]

ACCEPTED:

CITY OF KENNEDALE

By: _____

Name: _____

Title: Mayor of the City of Kennedale

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged on this the _____ day of _____, 20____, by _____, Mayor of the City of Kennedale, a Texas municipality, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A
Description of the Property

CITY OF KENNEDALE, TEXAS

RESOLUTION NO. 426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KENNEDALE, TEXAS, THE BOARD OF DIRECTORS OF "REINVESTMENT ZONE NUMBER ONE, - NONCONTIGUOUS GEOGRAPHIC AREAS, NEW HOPE ROAD AND BLOXOM ROAD, CITY OF KENNEDALE," AND HM REAL ESTATE MANAGEMENT, LTD.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on July 12, 2012, the City Council adopted Ordinance No. 506 designating two noncontiguous geographic areas in the City's corporate limits as Tax Increment Reinvestment Zone Number One - Noncontiguous Geographic Area, New Hope Road and Bloxom Road, City of Kennedale (the "Zone"); and

WHEREAS, pursuant to and as required by the Act the Board of Directors of the Zone approved *Tax Increment Reinvestment Zone Number One - Noncontiguous Geographic Area, New Hope Road, Project Plan* (the "Project and Finance Plan"); and

WHEREAS, on June 3, 2014, the City Council adopted Ordinance No. 548 adopting the Project and Finance Plan; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution, approving the TIRZ Development Agreement authorizing reimbursement of costs incurred by HM Real Estate Management, Ltd. in accordance with the Act and the Project and Finance Plan, is in the best interests of the citizens of the City of Kennedale, Texas.

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

SECTION 1. The recitals, findings, and determinations contained in the preamble to this Resolution are incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

SECTION 2. The City Council hereby approves the TIRZ Development Agreement, a copy of which is attached hereto as Exhibit A, and is incorporated herein for all purposes.

SECTION 3. This Resolution shall take effect immediately upon its passage as provided by law.

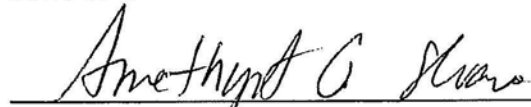
PASSED, APPROVED, AND ADOPTED on the 3rd day of June, 2014.

City of Kennedale, Texas



Brian Johnson
Mayor, City of Kennedale

ATTEST:



Amethyst G. Sloane
City Secretary, City of Kennedale



EXHIBIT A

TIRZ DEVELOPMENT AGREEMENT

This TIRZ Development Agreement (this "Agreement") is entered into among the City of Kennedale, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number One – Noncontiguous Geographic Areas, New Hope Road and Bloxom Road, City of Kennedale (the "Zone"), and HM Real Estate Management, Ltd. ("HM Real Estate") to be effective June 3, 2014 (the "Effective Date"). The City, the Board, and HM Real Estate are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I **RECITALS**

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

WHEREAS, HM Real Estate is a Texas limited partnership; and

WHEREAS, the City is a home rule municipality of the State of Texas; and

WHEREAS, the Zone is a tax increment reinvestment zone created by the governing body of the City (the "City Council") by Ordinance No. 506 adopted July 12, 2012 and in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), the boundaries of the Zone being depicted in Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, in addition to creating the Zone, Ordinance No. 506 created the Board; and

WHEREAS, in accordance with the Act, the Board prepared and adopted a project plan and a reinvestment zone financing plan entitled Tax Increment Reinvestment Zone Number One – Non-contiguous Geographic Area New Hope Road Project Plan (the "Project Plan") which was approved by the City Council on June 3, 2014; and

WHEREAS, the Act authorizes the execution of this TIRZ Development Agreement to implement the Project Plan; and

WHEREAS, the Parties contemplate that certain public improvements described in the Project Plan may be funded or constructed by the City or HM Real Estate, who will be reimbursed pursuant to the terms of this Agreement; and

WHEREAS, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the tax increment fund for the Zone described in Ordinance No. 506 (the "TIRZ Fund"), where the tax increment from the Zone, as described in the Act and Ordinance No. 506 (including the Tax Increment, the County Tax Increment, the Hospital District Tax Increment, and the College District Tax Increment (all as hereinafter defined)), is deposited

for the purpose of funding eligible projects under the Act and described in the Project Plan, including (a) the costs to improve two existing lanes with a center median within New Hope Road between the southern boundary of the Property (hereinafter defined) within the Zone and Kennedale Parkway (Business 287) (the "Road Project"); and (b) the costs to improve New Hope Road, as described in the Project Plan, and to construct an approximately 3,800-foot sewer trunk line extension, as described in the Project Plan and generally depicted on Exhibit B (the "Sewer Project") attached hereto and incorporated herein for all purposes; and

WHEREAS, the costs associated with the Road Project and the Sewer Project (the "Project Costs") are authorized by the Project Plan and are reimbursable costs under this Agreement and pursuant to the Act; and

WHEREAS, the reimbursement of Project Costs authorized by this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the Public Parties have ensured that the public will receive benefits for the reimbursements provided by conditioning any reimbursements under this Agreement on performance by HM Real Estate of certain obligations consistent with the Act and the Project Plan; and

WHEREAS, the City and HM Real Estate entered into that certain Development Agreement (the "Development Agreement") dated June 3, 2014 addressing matters related to the Property.

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

ARTICLE II **DEFINITIONS**

Words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in the recitals, and in this Article II unless the context in which a word or phrase is used clearly requires a different meaning.

1. "Act" is defined in the Recitals.
2. "Agreement" means this TIRZ Development Agreement, as amended.
3. "Assignee" is defined in Section 4.2.
4. "Board" means the Board of Directors of the Zone.

5. "City" is defined in the introductory paragraph.
6. "City Council" is defined in the Recitals.
7. "College District Participation Agreement" means that certain Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) by and between the City and Tarrant County College and signed by Tarrant County College on June 27, 2013 and by the City on June 13, 2013.
8. "College District Tax Increment" means the "Tax Increment" as defined in the College District Participation Agreement.
9. "County" means Tarrant County, Texas.
10. "County Participation Agreement" means that certain Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) by and between the City and Tarrant County, Texas and signed by Tarrant County on March 19, 2013 and by the City on July 11, 2013.
11. "County Tax Increment" means the "Tax Increment" as defined in the County Participation Agreement.
12. "Development Agreement" is defined in the Recitals.
13. "Effective Date" is defined in the introductory paragraph.
14. "HM Real Estate" means HM Real Estate Management, Ltd. or its Assignee, as defined in Section 4.2.
15. "Hospital District Participation Agreement" means that certain Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) by and between the City and Tarrant County Hospital District and signed by Tarrant County Hospital District on March 19, 2013 and by the City on July 11, 2013.
16. "Hospital District Tax Increment" means the "Tax Increment" as defined in the Hospital District Participation Agreement.
17. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.
18. "Project Plan" is defined in the Recitals.
19. "Project Costs" are defined in the Recitals.
20. "Property" means the property owned or managed by HM Real Estate and described on Exhibit C, attached hereto and incorporated herein for all purposes.
21. "Public Parties" are defined in the introductory paragraph to this Agreement.
22. "Public Improvements" include the Road Project and the Sewer Project.

23. "Road Project" is defined in the Recitals.
24. "Sewer Project" is defined in the Recitals.
25. "Tax Increment" means the City's tax increment, as described in Section 6 of the Ordinance No. 506 adopted by the City Council on July 12, 2012.
26. "TIRZ Fund" is defined in the Recitals.
27. "Zone" is defined in the introductory paragraph.

ARTICLE III

REIMBURSEMENT OF PROJECT COSTS

3.1 Deposits into TIRZ Fund. Commencing on the Effective Date, and continuing for the term of the Zone, the Public Parties shall cause to be deposited into the TIRZ Fund: (a) the Tax Increment; (b) the County Tax Increment; (c) the Hospital District Tax Increment; and (d) the College District Tax Increment. Funds in the TIRZ Fund shall be used to reimburse the City and HM Real Estate, in accordance with this Agreement, for the Project Costs until termination of the Zone.

3.2 Developer Construction of Public Improvements. In conjunction with the development of the Property, HM Real Estate shall have the right, but not the obligation, to construct some or all of the Public Improvements and be reimbursed under this Agreement for the actual Project Costs associated with such construction. If HM Real Estate elects to construct some or all of the Public Improvements, the design, and construction, and the inspection and supervision of the construction, of the Public Improvements shall be undertaken in accordance with applicable City standards and regulations.

3.3 City Construction of Public Improvements. The actual **Project Costs** of any Public Improvements constructed by the City pursuant to this Agreement shall be **reimbursed from available TIRZ Funds** in accordance with the order of priority for reimbursement set forth in Section 3.5.

3.4 Developer Reimbursement.

(a) The Public Parties agree to reimburse HM Real Estate from the TIRZ Fund for the actual Project Costs associated with the Public Improvements constructed by HM Real Estate as provided in this Agreement. Only those **Project Costs approved by the City Engineer or City Manager** as being in compliance with the design standards for the Public Improvements will be considered for reimbursement. None of the Public Parties shall take any actions the effect of which would be to reduce or adversely affect the Tax Increment, the County Tax Increment, the Hospital District Tax Increment, or the College District Tax Increment, or otherwise reduce or adversely affect the timely deposit of funds into the TIRZ Fund or held in the TIRZ Fund. The TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement, the Project Plan, and the Act.

(b) Reimbursement of the Project Costs is conditioned on maintaining an average appraised value on the Tarrant County property tax rolls of \$250,000 or greater each year for all lots within the Property improved with single family residential uses (i.e., the combined land value and improvements value for such lots shall average \$250,000 or greater). Reimbursement of Project Costs associated with oversizing the Sewer Project to serve areas outside of the Property shall not be subject to the limitations on reimbursement in this Section 3.4(b). HM Real Estate shall be entitled to reimbursement out of available TIRZ funds for the cost of oversizing the Sewer Project, which shall be that portion of the cost of installing the oversized Sewer Project that is in excess of the cost of installing the size of the Sewer Project that would be required by City regulations to serve only the Property.

(c) Nothing herein shall limit the ability of HM Real Estate to be reimbursed sooner for oversizing costs associated with the Sewer Project from (i) pro rata fees or lot or acreage fees collected from other property owners benefited by the Sewer Project; (ii) available sewer impact fee credits benefiting the Property that are not otherwise designated for other projects or a City grant of sewer impact fee revenue collected from other properties benefited by the Sewer Project pursuant to Chapter 380 of the Texas Local Government Code; or (iii) any other method approved by HM Real Estate and the City.

3.5 Procedure for Reimbursement. Following scheduled inspections and approvals by the City of Public Improvement construction by HM Real Estate, HM Real Estate will present to the City Manager of the City not more frequently than monthly invoices evidencing expenditures for Project Costs associated with those Public Improvements (including supporting documentation and engineering certifications reasonably requested by the City Manager or City Engineer). The City Manager shall review the expenditures and shall approve or deny them on behalf of the Public Parties within thirty (30) days (which approvals shall not be unreasonably withheld). If the City Manager takes no action within such 30-day period, the invoices shall be deemed approved. Invoices that have been approved by the City Manager or that are deemed approved shall be paid to HM Real Estate from the TIRZ Fund within fifteen (15) days after the end of the next calendar month, provided funds are available in the TIRZ Fund. A 10% retainage shall be withheld from each invoice until the City Engineer has accepted the completed Public Improvement. The Parties will use all reasonable efforts to resolve disputes within thirty (30) days, after which time period HM Real Estate may pursue its remedies under this Agreement. Notwithstanding any other provision of this Article III, costs to be paid from the TIRZ Fund will be paid in the following order based on available revenue in the TIRZ Fund at the time of disbursement: first to pay the actual administration costs for the Zone incurred by the City; second to reimburse HM Real Estate for the Project Costs in accordance with this Agreement to the extent HM Real Estate has incurred such costs at the time of any disbursement from the TIRZ Fund; and third to pay all other eligible costs from the TIRZ Fund.

3.6 Limitation on Reimbursement. HM Real Estate agrees to look solely to the TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs incurred by HM Real Estate. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay HM Real Estate for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of the

Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Project Costs that remain un-reimbursed or that remain unpaid, due to lack of availability of funds in the TIRZ Fund, shall no longer be considered Project Costs or obligations of the Zone, and any obligation of the City to provide reimbursement payments to HM Real Estate for Project Costs shall automatically expire and terminate on such date. Nothing in this Agreement shall be construed as a requirement for HM Real Estate to construct or fund any of the Public Improvements.

3.7 Records. If HM Real Estate elects to construct or fund the Public Improvements, HM Real Estate shall at all times keep complete and accurate books and records for such Public Improvements in accordance with generally accepted accounting principles and shall allow any representative of the Public Parties, at all reasonable times and with at least three business days' prior written notice, to examine and copy the books and records of HM Real Estate that relate to the Public Improvements and this Agreement.

3.8 Collection and Payment. The Public Parties shall continuously collect the County Tax Increment pursuant to the County Participation Agreement, the Hospital District Tax Increment pursuant to the Hospital District Participation Agreement, and the College District Tax Increment pursuant to the College District Participation Agreement, all to the maximum extent permitted by the Act. None of the Public Parties will permit a reduction in these three tax increments or an amendment to any of these three participation agreements that would reduce or adversely affect the TIRZ revenue deposited into the TIRZ Fund by the County Participation Agreement, the Hospital District Participation Agreement, and the College District Participation Agreement. The Public Parties will make all payments required by this Agreement directly into the TIRZ Fund, without counterclaim or offset.

3.9 Obligations Absolute. The obligation of the Public Parties to make the payments set forth in this Agreement from the TIRZ Fund are absolute and unconditional if HM Real Estate constructs the Public Improvement in accordance with this Agreement, and the Public Parties shall not suspend or discontinue any deposits or payments provided for in this Agreement.

3.10 Remaining Balance. Any balance remaining in the TIRZ Fund upon expiration of the Term of the Zone that is not otherwise legally committed to pay Project Costs shall be returned to the City and the other taxing entities as required by the Act.

ARTICLE IV **ADDITIONAL PROVISIONS**

4.1 Zone Duration and Boundary. If upon expiration of the term of the Zone, Project Costs have not been reimbursed to HM Real Estate, neither the Public Parties nor the other taxing entities shall have any obligation to pay the shortfall. The boundaries of the Zone may not be reduced without the consent of the City and HM Real Estate unless and until all Project Costs have been reimbursed to HM Real Estate as described herein and in the Project Plan.

4.2 Assignment. Subject to the City reasonably determining that the Assignee has the financial ability to fulfill the terms of this Agreement, HM Real Estate may, from time to time,

assign this Agreement, in whole or in part, including any obligation, right, title, or interest of HM Real Estate under this Agreement, to the following (an "Assignee"): (a) any person or entity that is or will become an owner of or who leases any portion of the Property; or (b) any entity that is controlled by or under common control with HM Real Estate. Each assignment shall be in writing executed by HM Real Estate and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that HM Real Estate shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, HM Real Estate shall not be released until the City receives such assignment. An Assignee shall be considered "HM Real Estate" and a "Party" for the purposes of this Agreement. After receipt of a copy of the assignment, all reimbursements to HM Real Estate required under this Agreement shall be paid to the Assignee.

4.3 Collateral Assignment. HM Real Estate shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of HM Real Estate to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of HM Real Estate to perform under this Agreement. No collateral assignment shall relieve HM Real Estate from any obligations or liabilities under this Agreement.

4.4 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.5 Defaults; Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days from the date of such notice to perform. If a Party is in default, the aggrieved party may seek specific performance.

4.6 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the

Party giving the notice, and shall be effective as follows (a) on the day delivered by courier or a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (b) three days after the notice is deposited with the United States mail service, certified mail, return receipt requested. Notices given pursuant to this section shall be addressed as follows:

To the City:

City of Kennedale
Attn: City Manager
405 Municipal Drive
Kennedale, Texas 76060

To HM Real Estate:

Attn: Cynthia McMillan

PO Box 820576
Fort Worth, Texas 76182

and

3830 New Hope Road
Kennedale, Texas 76060

To the Board:

Tax Increment Reinvestment Zone Number
One - Noncontiguous Geographic Area, New
Hope Road and Bloxom Road, City of
Kennedale
Attn: City Manager, City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

4.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Board represents and warrants that this Agreement has been approved by the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been duly authorized to do so. HM Real Estate represents and warrants that this Agreement has been approved by appropriate action of HM Real Estate, and that the individual executing this Agreement on behalf of HM Real Estate has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions. This Agreement is authorized by the Act and is a contract under Section 271.151, Texas Local Government Code, stating the essential terms of an agreement for providing goods or services to the City.

4.8 Entire Agreement; Severability. This Agreement together with the Development Agreement constitute the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement and the Development

Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall be in Tarrant County, Texas.

4.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.13 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue for the term of the Zone or until all Project Costs are paid, whichever occurs first. Notwithstanding the foregoing, if HM Real Estate does not commence construction of either the Road Project or the Sewer Project by the tenth anniversary of the Effective Date, this Agreement shall automatically terminate.

4.14 Employment of Undocumented Workers. During the term of this Agreement, HM Real Estate agrees not to knowingly employ any undocumented workers described by Chapter 2264 of the Texas Government Code and, if convicted of a violation under 8 U.S.C. Section 1324a (f), HM Real Estate shall repay to the City the funds received by HM Real Estate under this Agreement within 120 days after the date HM Real Estate is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c) of the Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.15 Right of Offset. Subject to the right of HM Real Estate to cure under Section 4.5 above, the City may offset any amount owed to HM Real Estate for reimbursement of Project Costs against any amount which is lawfully due to the City from HM Real Estate and not challenged by HM Real Estate in a court of competent jurisdiction.

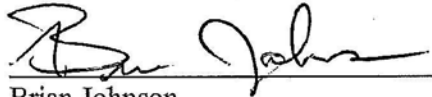
4.16 Rough Proportionality. HM Real Estate waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements

mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of HM Real Estate's development, but only to the extent such claims relate to HM Real Estate's construction of the Road Project or the Sewer Project pursuant to the terms of this Agreement.

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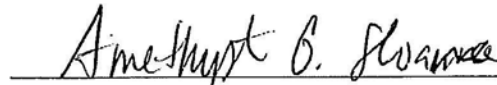
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

City of Kennedale, Texas



Brian Johnson
Mayor, City of Kennedale

ATTEST:



Amethyst G. Sloane
City Secretary, City of Kennedale



BOARD OF DIRECTORS OF THE ZONE



Robert Mundy, Chairman

HM REAL ESTATE:

HM Real Estate Management, Ltd.

By: Cynthia McMillan
Name: Cynthia McMillan
Title: Pres

Exhibit A
Boundaries of the Zone

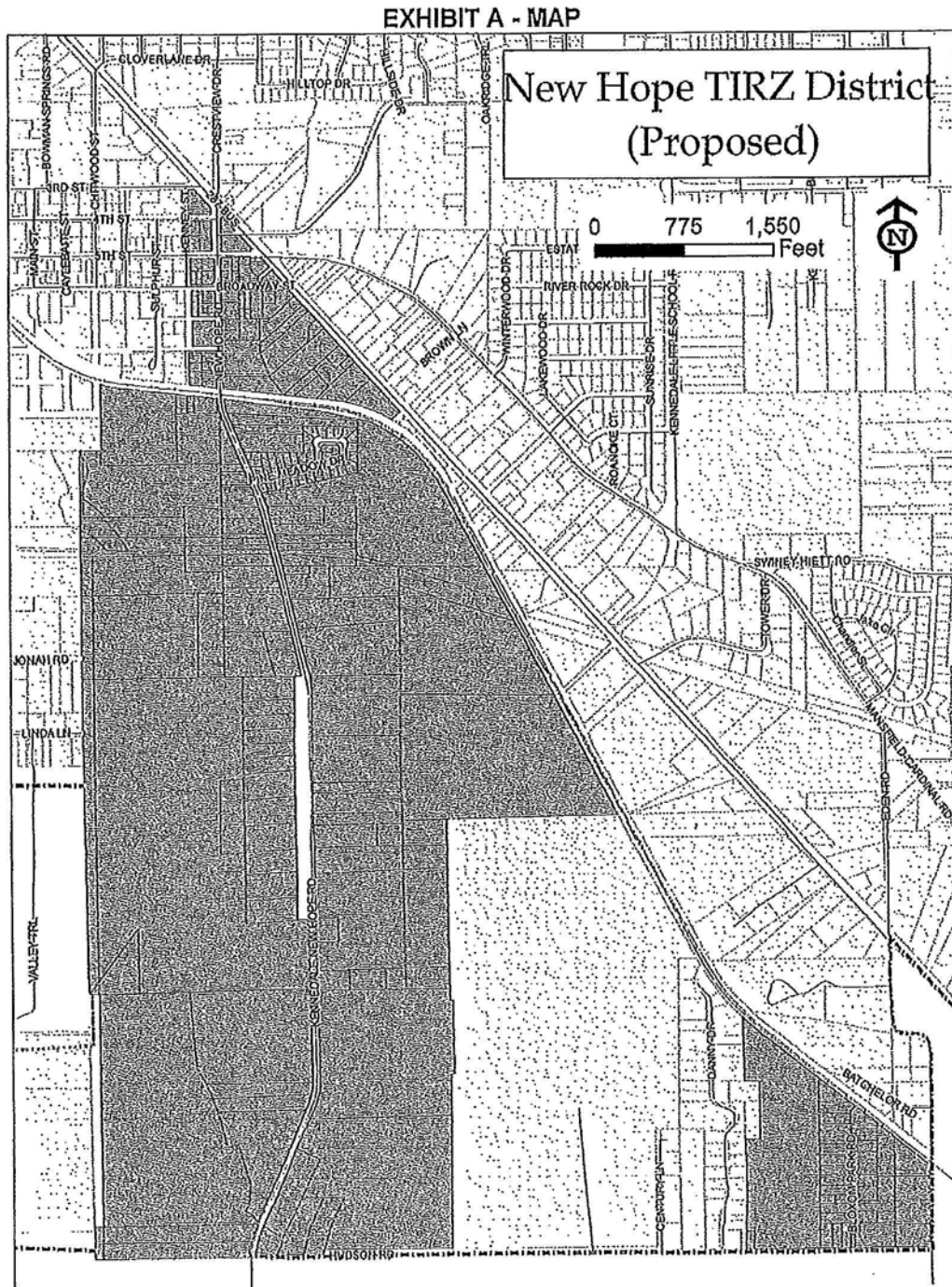


EXHIBIT A - BOUNDARY DESCRIPTION

CA Boaz Subd Of J B Renfro Survey Blk Lots 29, 30, 31, 32B, 32C, 32D2A, 32Dr, 32E, 32R, 33, 34A, 34B, 35A, 35B, 36A, 36A1, 36A2 & NE Pt 37, 36A3, 36A4 & 36D, 36A5 & 36E, 36B, 36C, 37A, 37B, 37B1, 38, 39.

E C Cannon Survey A378 Trs 1J01 & 1Ee.

Wade H Hudson Survey A716 Tr 2, 2C, 2C01, 2C02, 2C03, 2C04, 2C04A, 2C05, 2C06, 2C07, 2C08, 2C09, 2C10, 2C10A, 2C11, 2C12; 2C13; 2C14, 2C15, 2C16, & 2C17 (AKA Bloxom Business Park Lts 26, 27, 28, 29); 2C18, 2C18, 2C19, 2C20, 2C21, 2C22, 2C23, 2C24, 2C25, 2C25A, 2C25B, 2D, 2E.

Kennedale Speedway Park Addn Blk 1 Lot 1.

Kennedale Sub-Station Addn Blk 1 Lot 1 and Blk 2 Lot 1.

City of Kennedale Addn Blk 23 Lot 1A; Blk 44 N100'7 & 8; Blk 44 Lts 1 2 S20'7 & 8; Blk 44 Lots 3 & 4; Blk 44 Lts 5, 6 & Vacated Alley; Blk 45 Lots 5-8 & Pt Closed Alley; Lots 1R & 3R; Blk 45 Lts 9-12 & Pt Closed Alley; Blk 45 Lts 13- 16 & Pt Closed Alley; Blk 66 Lts 1, 2, 15, 16 & Pt Of Closed Alley; Blk 66 Lts 3, 4B, 5B, 6B, 7B, 8B & Pt Of Closed Alley; Blk 66 Lts 4A, 5A, 6A, 7A, 8A & Pt Of Closed Alley; Blk 66 Lts 9, 10, 11, 12, 13A & Pt Of Closed Alley; Blk 66 Lts 13B, 14 & Pt Of Closed Alley; Blk 67 Lts 1-12 & Closed Alley; Blk 88 Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R; Blk 89 Lots 1, 2; Blk90.

Kim Addn Blk 1 Lot 1.

Living Water Baptist Church Blk 1 Lot 1.

Pine Meadow Addn Blk 1, Lots 1-11, 12R, 13R, 14-32; Blk 2 Lots 1-3.

Raceway Estates Addn Blk Lots 1A1, 1A2, 1B, 2, 3, 4, 5A, 5B, 6A, 6B1, 6B2, 6B3, 7A, 7B.

Jesse B Renfro Survey A1260 Trs 1A, 1A01, 1A01A, 1A02, A03B, 1B, 1B01, 1B01A, 1C01, 1C01A, 1C02, 1D, 1E, 1F, 1F01, 1F01A, 1F01A1, 1G, 1G01, 1G01A, 1G02, 1G02A, 1H, 3E, 5E, 5E01, 5E02, 5E03, 5E04, 5E05, 5H, 1A3A & 1A3E, 1A3C & 1A3D, 5F, 5F1, & 5J.

R C Richey Survey A1358, Trs 1, 1A, 1B, 1C, 2, 2A, 2A01, 2A02, 2B1, 2B2, 2B4, 2B5.

R C Richey Survey A1359 Trs 1, 1A, 1B, 1C, 1D, 1E.

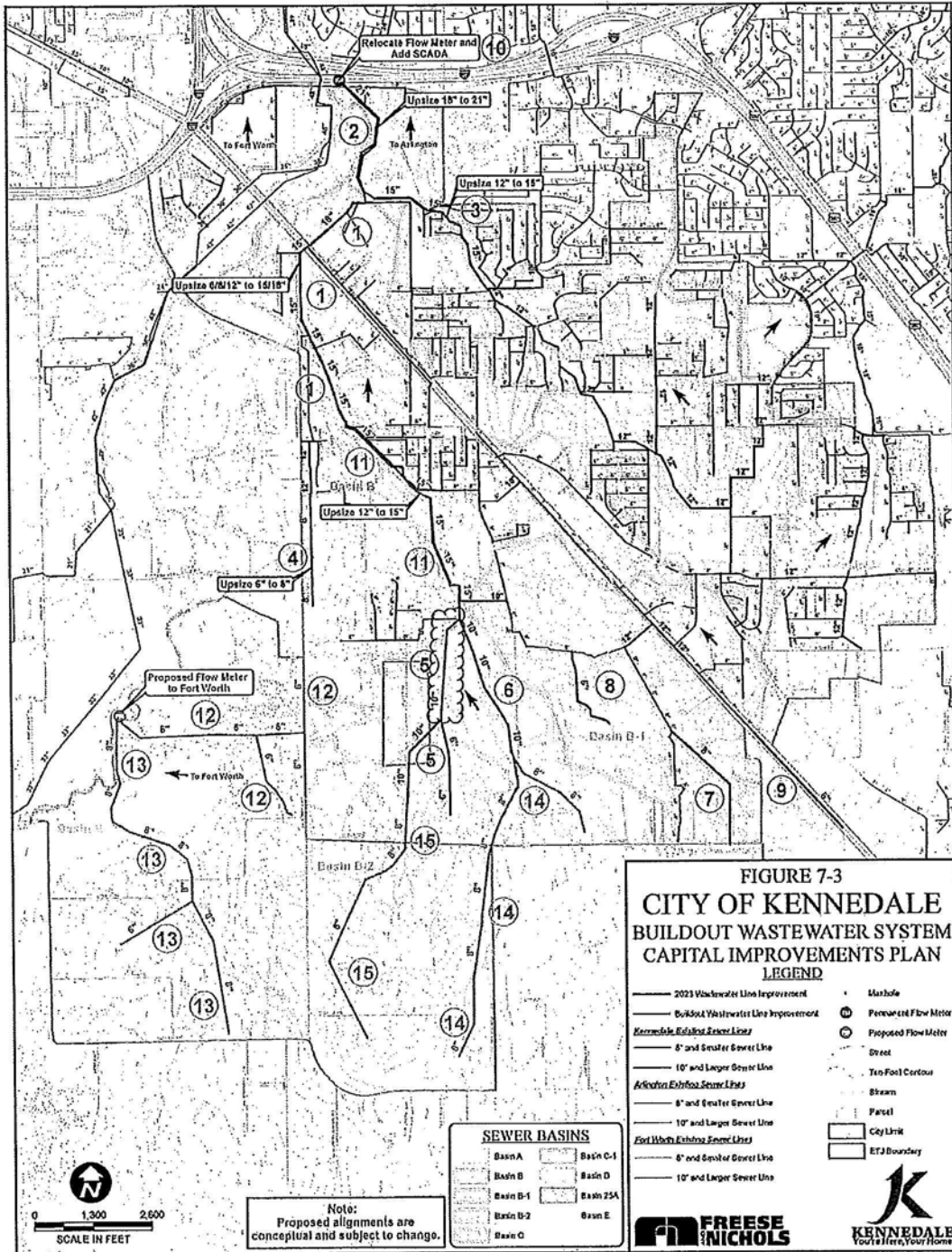
Robert C Richey Survey A1327 Trs 1A01, 1B, 1B01, 1C, 2, 2B, 2B01, 2B2, 2B3, 2B04, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 2L, 2M.

Peter Rouche Survey A1338 Trs 1, 1B, 1C, 2, 2B, 2C.

Joel Snider Survey A1448 Trs 1A, 1B, 1C, 1D, 1D01, 2, 2A, 2B, 2C, 3, 3A, 3A01, 3B, 3B01.

C B Teague Survey A1506, Trs 2, 3, 4, 4A, 4A01, 4A01A, 4A01A1, 4A01B, 4A01C, 4A02, 4B, 4B01, 4B02, 4E, 4F, 5, 5A, 5A01, 5B.

Exhibit B Sewer Project



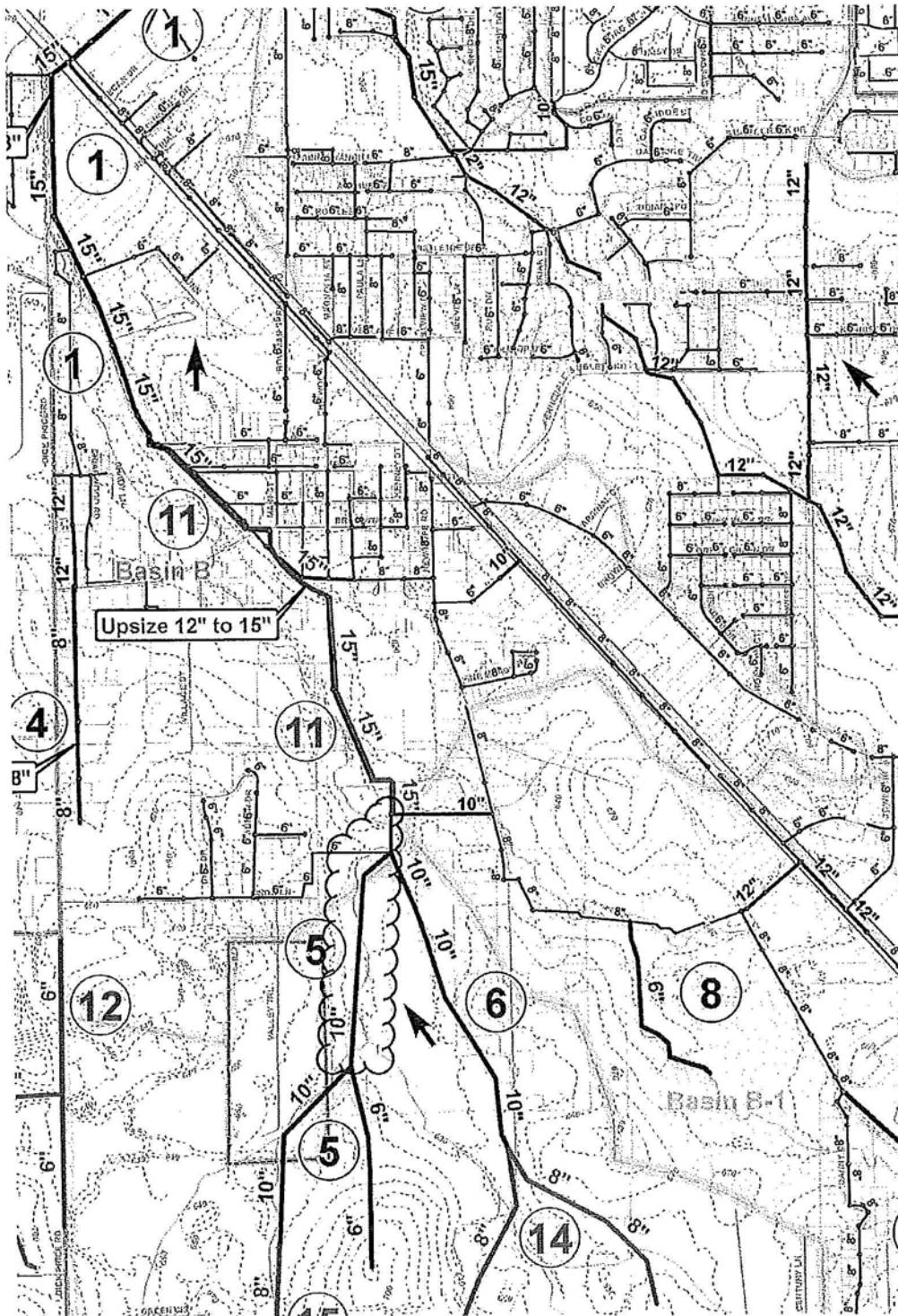


Exhibit C
Description of the Property

Tract I
2.00 Acres

TRACT I:

A portion of Lot 1, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of said Lot 1;

THENCE North along the west line of said Lot 1, 193.60 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 450.97 feet to a set 1/2" steel rod in the east line of said Lot 1 and the west line of Kennedale-New Hope Road, a public road of variable width right-of-way;

THENCE South along said east line of Lot 1 and said west line of Kennedale-New Hope Road, 193.60 feet to a found 1/2" steel rod at the southeast corner of said Lot 1;

THENCE South 86°14'00" West, along the south line of said Lot 1, passing a found 1/2" steel rod at 10.02 feet, continuing in all 450.97 feet to the Point of Beginning and containing 2.000 acres (87,120 square feet) of land, more or less.

Tract II
85.362 Acres

TRACT II:

Lot 7, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5932, Plat Records, Tarrant County, Texas;

SAVE AND EXCEPT a 3.175 acre tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" steel rod at the southwest corner of Lot 2, RACEWAY ESTATES, an Addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 2059, Plat Records, Tarrant County, Texas;

THENCE South 86°14'00" West, 217.43 feet to a set 1/2" steel rod;

THENCE North, 637.49 feet to a set 1/2" steel rod;

THENCE North 86°14'00" East, 217.43 feet to a set 1/2" rod in the west line of Lot 4, of said RACEWAY ESTATES, and in the east line of said Lot 7;

THENCE South along the west line of Lots 4, 3 and 2 and the east line of said Lot 7, 637.49 to the Point of Beginning and containing 3.175 acres (138,309 square feet) of land, more or less.

Tract III
1.573 Acres

TRACT III:

A 1.573 acre tract of land out of the JOEL SNYDER SURVEY, Abstract No. 1448, in Tarrant County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" steel rod in the center of County Road No. 2025 (Kennedle-New Hope Road), said point being 425 yards (1180 feet) West of the northeast corner of said Snyder Survey;

THENCE West along the north line of said Snyder Survey, passing a found 1/2" steel rod at the southeast corner of said Lot 7, Raceway Estates, at 55.00 feet and continuing in all, 525.60 feet to a set 1/2" steel rod at the Point of Beginning;

THENCE South 03°12'44" East, 116.99 feet to a set 1/2" steel rod;

THENCE South 88°49'42" West, 557.55 feet to a set 1/2" steel rod;

THENCE North 04°17'04" West, 128.56 feet to a set 1/2" steel rod in the north line of said Snyder Survey;

THENCE East along the north line of said Snyder Survey and the south line of said Lot 7, Raceway Estates, 560.48 feet to the Point of Beginning and containing 1.573 acres (68,520 square feet) of land, more or less.

Tract IV
2.657 Acres

A 2.657-acre tract of land out of the R.C. Richey Survey, Abstract No. 1327, situated in Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Richey Survey and the northwest corner of the Joel Snyder Survey, Abstract No. 1448;

THENCE North 36°52'05" East 694.43 feet to a point;

THENCE South 555.56 feet to a point in the south line of said Richey Survey;

THENCE, West along the south line of said Richey Survey, 416.64 feet to the Point of Beginning, and containing 2.657 acres (115,735 square feet) of land, more or less.

Tract V
17.92 Acres

A 17.92 Acre Tract of Land situated in the C.B. Teague Survey, Abstract 1506, Tarrant County, Texas, and being a part of the Tommy L. Gay Tract, Veteran Purchase, 3035/468, and being particularly described as follows:

BEGINNING at an iron rod in the most Easterly North line of said Gay tract at the Northeast corner of the Texas Electric 1.740 acre tract;

THENCE S 88 degrees 47' 30" E with said North line of said Gay tract a distance of 905.3 feet to the Northwest corner of a 4.00 acre tract;

THENCE S 20' 30" with the west line of said 4.00 acre tract a distance of 844.9 feet to the Southwest corner of said 4.00 acre tract and being in the most Easterly South line of said Gay tract;

THENCE S 89 degrees 0' 30" W with said South line a distance of 905.0 feet to the Southeast corner of the Texas Electric 1.740 acre tract;

THENCE N 0 degrees 20-1/2' W with the East line of said Electric 1.740 acre tract

a distance of 879.6 feet to the PLACE OF BEGINNING and containing 17.92 acres of land.



KENNEDALE RACEWAY

KENNEDALE, TEXAS

PLANNING AND ZONING HEARING

OCTOBER 14, 2021



DEVELOPER



DOUBLE EAGLE DEVELOPMENT

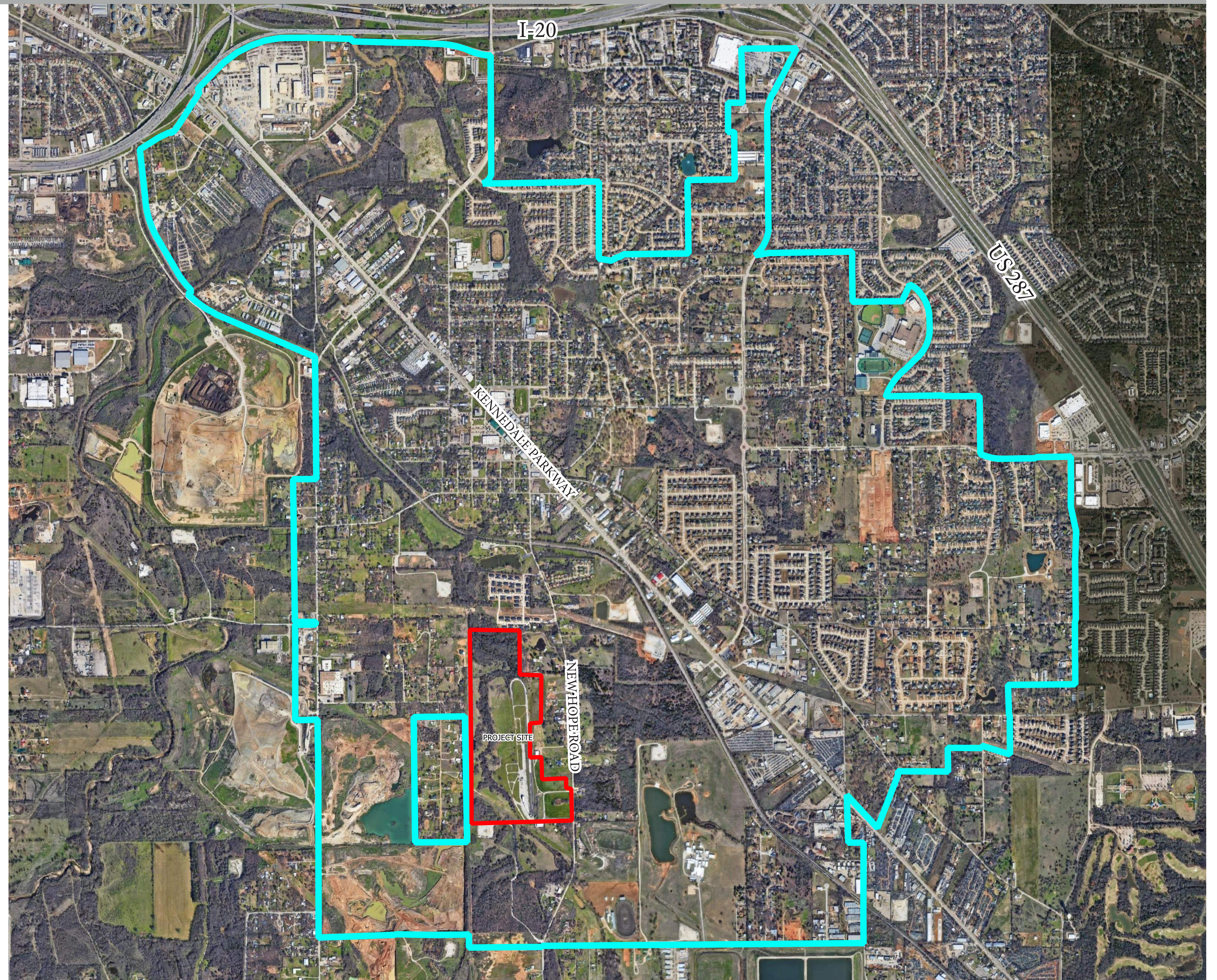
GRAHAM HART

H O M E B U I L D E R

m|m|a

SITE CONTEXT

- KENNEDALE CITY LIMITS (4,237 ACRES / 6.6 SQ MILES)
- KENNEDALE RACEWAY PROPERTY (108 ACRES)



SITE

- KENNEDALE RACEWAY PROPERTY (108 ACRES)
- DRAGSTRIP CEASED OPERATION IN OCT. 2016
- DEVELOPER / TIRZ AGREEMENTS
- ACCESS FROM KENNEDALE NEW HOPE ROAD



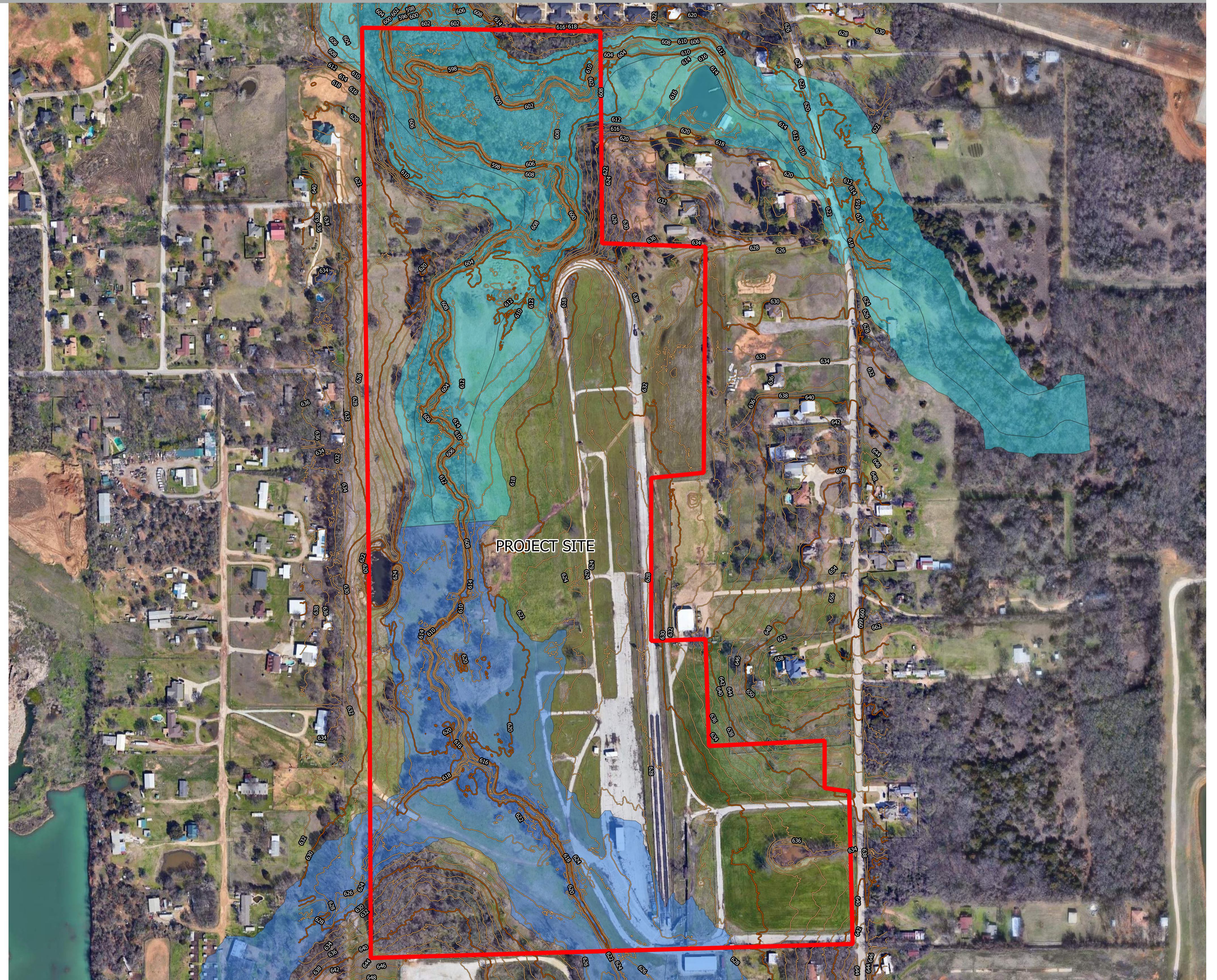
TOPOGRAPHY

- ENCUMBERED BY EXISTING CREEK AND FLOODPLAN



FLOODZONES

- SITE AREA = 108 ACRES
- ENCUMBERED BY EXISTING CREEK AND FLOODPLAIN = 46 ACRES
- DEVELOPABLE AREA = 59 ACRES



PROPOSED ZONING (RS4)

CITY OF KENNEDALE

EXISTING ZONING MAP

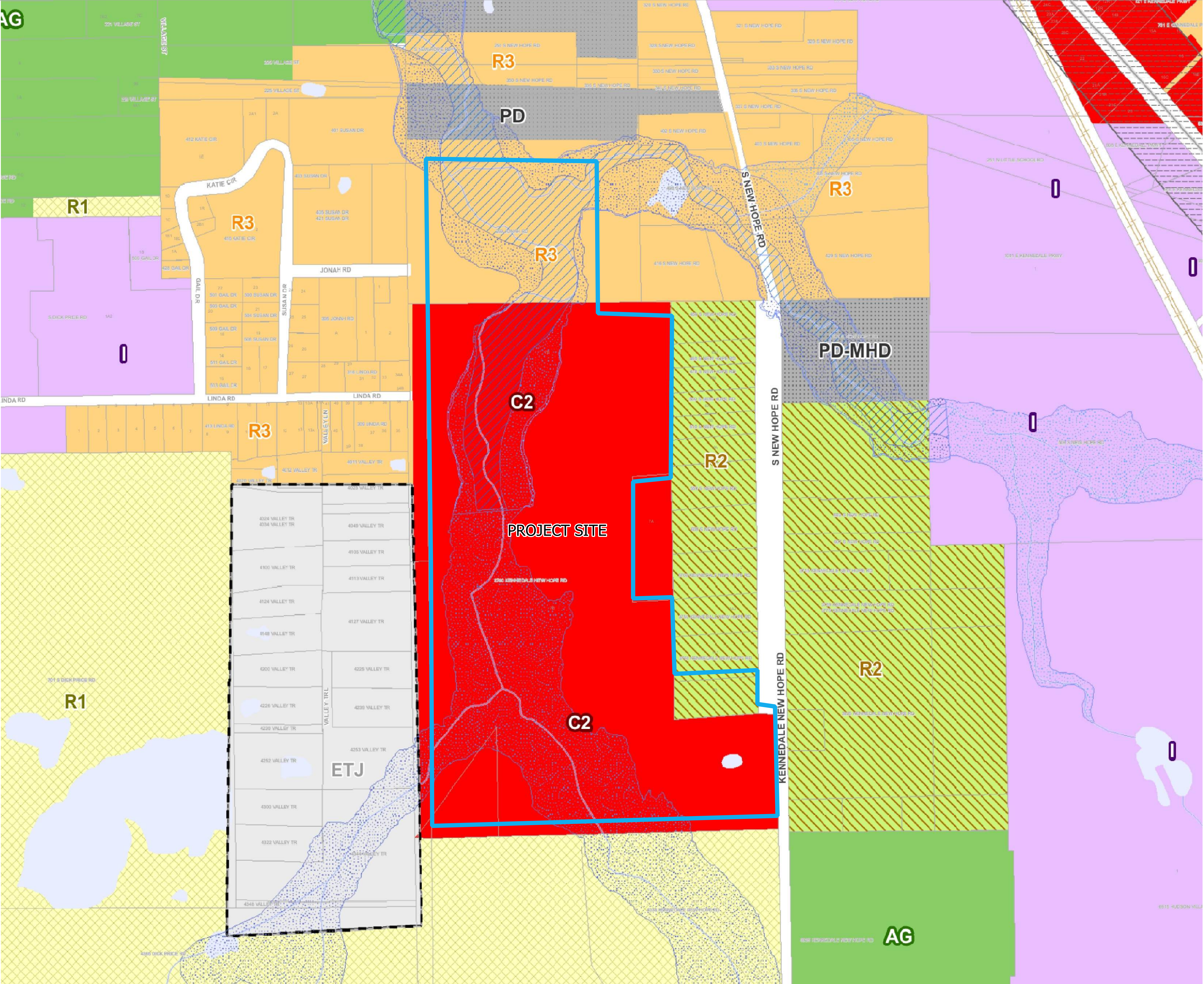
LEGEND

Existing Zoning

- Agricultural District (AG)
- Single Family Residential District (R1)
- Single Family Residential District (R2)
- Single Family Residential District (R3)
- Two-Family (Duplex) District (D)
- Multi-Family District (MF)
- Manufactured Home District (MH)
- Old Town Sub-District 1 (OT-1)
- Old Town Sub-District 2 (OT-2)

- Old Town Sub-District 3 (OT-3)
- Old Town Sub-District 4 (OT-4)
- Retail Commercial District (C0)
- Restricted Commercial District (C1)
- General Commercial District (C2)
- Industrial District (I)
- Employment Center (EC)
- Planned Development District (PD)
- Extraterritorial Jurisdiction (ETJ)
- Business 287 and Interstate 20/820 Overlay District

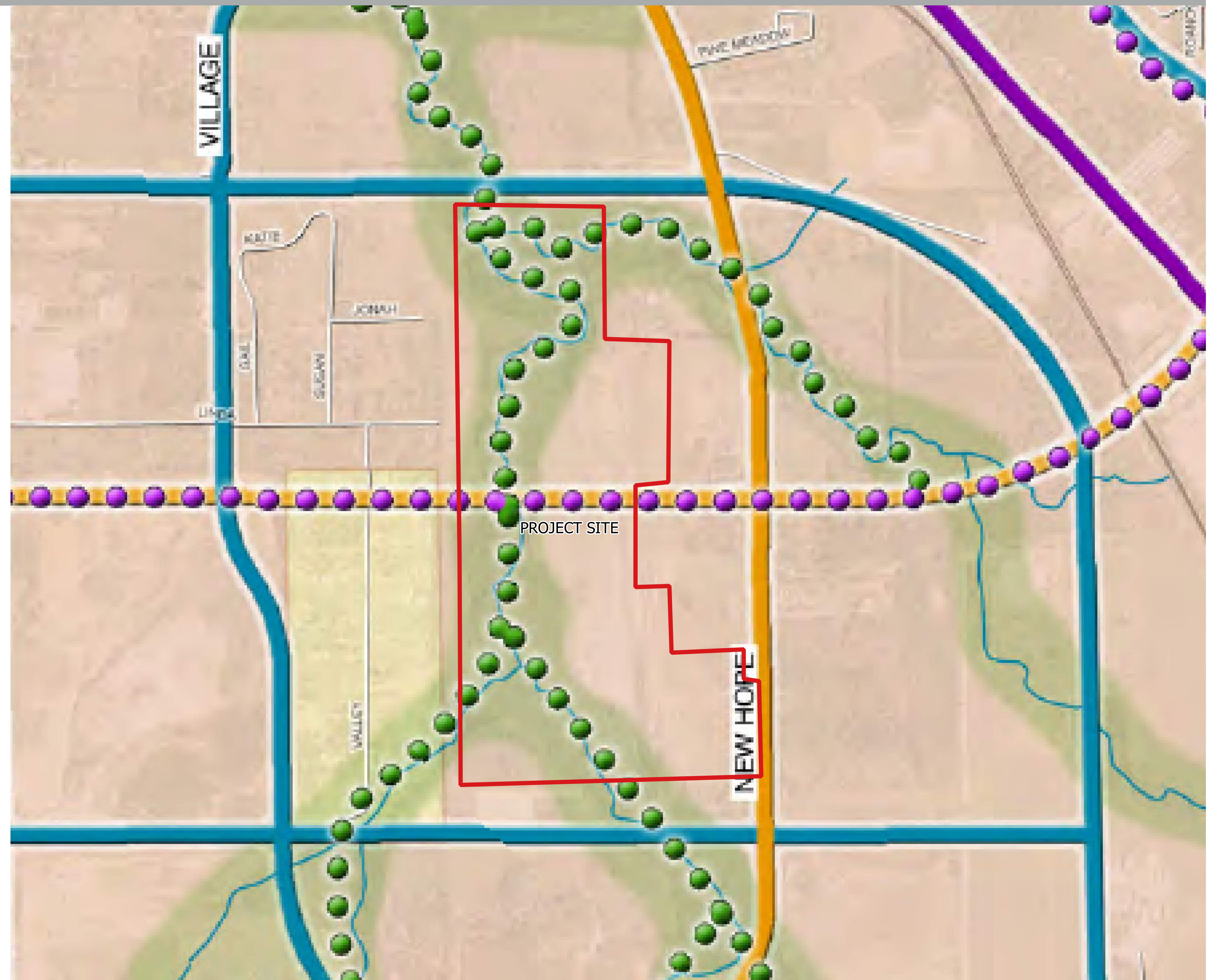
- FEMA Floodway
- FEMA 1% Annual Chance Floodplain
- FEMA 0.2% Annual Chance Floodplain
- Lake/Pond
- Stream
- Parcel
- City Limit
- ETJ Boundary
- Highway
- Railroad



FUTURE MTP

PLANNED THOROUGHFARE TYPE

	Freeway		Rural Road
	Parkway		Street
	Boulevard		Trails
	Avenue		Priority Bicycle/ Pedestrian Projects



FUTURE ALIGNMENT OF LITTLE ROAD



SITE RENDERING

- MULTIPLE PHASE DEVELOPMENT
- PRIMARY ACCESS FROM KENNEDALE NEW HOPE ROAD
- NATURAL PRESERVATION AREA
- POCKET PARKS
- AMENITY AREA



REPRESENTATIVE HOME PRODUCT



TIRZ BOUNDARY

- LOCATED IN TIRZ DISTRICT #1



DEVELOPER AND TIRZ AGREEMENTS

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between HM Real Estate Management, Ltd. and Cynthia McMillan (collectively, the "Owner") and the City of Kennedale, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective June 3, 2014 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, the City is a home rule municipality; and

WHEREAS, the property governed by this Agreement is an approximately 109.512-acre tract of land described and depicted on Exhibit A (the "Property"); and

WHEREAS, Cynthia McMillan owns the approximately 17.92-acre tract of land described on Exhibit A, and HM Real Estate Management, Ltd. owns the remainder of the Property; and

WHEREAS, the Owner is currently operating on the Property a drag racing track, which is a legally permitted nonconforming use under the City's zoning regulations (the "Nonconforming Use"); and

WHEREAS, under the City's zoning regulations, the Property is subject to amortization and termination of the Nonconforming Use after a reasonable period of time that gives the Owner an opportunity to recover its investment in the Nonconforming Use; and

WHEREAS, the Parties agree that it is reasonable for the Nonconforming Use to terminate by October 31, 2016 in consideration for the City's agreement not to cause, or attempt to cause, the earlier termination of the Nonconforming Use and the City's agreement to construct and fund certain sewer infrastructure improvements, as further described in this Agreement; and

WHEREAS, the City anticipates the development of uses on the Property that could include single family residences, townhomes, and neighborhood village uses, as described by the City's comprehensive land use plan; and

WHEREAS, the City acknowledges that the residential development and densities illustrated on the schematic development plan for the Property attached as Exhibit B conform to the City's comprehensive land use plan; and

WHEREAS, Exhibit B is attached for informational purposes only to illustrate the type of development and density contemplated by the City's comprehensive land use plan, and development in accordance with Exhibit B is not required by this Agreement; and

WHEREAS, the Parties anticipate the future rezoning of the Property consistent with the City's comprehensive land use plan prior to the redevelopment of the Property; however, nothing in this Agreement is intended to require redevelopment of the Property or rezoning of the Property; and

CITY OF KENNEDALE, TEXAS

RESOLUTION NO. 426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KENNEDALE, TEXAS, THE BOARD OF DIRECTORS OF "REINVESTMENT ZONE NUMBER ONE, - NONCONTIGUOUS GEOGRAPHIC AREAS, NEW HOPE ROAD AND BLOXOM ROAD, CITY OF KENNEDALE," AND HM REAL ESTATE MANAGEMENT, LTD.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on July 12, 2012, the City Council adopted Ordinance No. 506 designating two noncontiguous geographic areas in the City's corporate limits as Tax Increment Reinvestment Zone Number One - Noncontiguous Geographic Area, New Hope Road and Bloxom Road, City of Kennedale (the "Zone"); and

WHEREAS, pursuant to and as required by the Act the Board of Directors of the Zone approved *Tax Increment Reinvestment Zone Number One - Noncontiguous Geographic Area, New Hope Road, Project Plan* (the "Project and Finance Plan"); and

WHEREAS, on June 3, 2014, the City Council adopted Ordinance No. 548 adopting the Project and Finance Plan; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution, approving the TIRZ Development Agreement authorizing reimbursement of costs incurred by HM Real Estate Management, Ltd. in accordance with the Act and the Project and Finance Plan, is in the best interests of the citizens of the City of Kennedale, Texas.

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

SECTION 1. The recitals, findings, and determinations contained in the preamble to this Resolution are incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

SECTION 2. The City Council hereby approves the TIRZ Development Agreement, a copy of which is attached hereto as Exhibit A, and is incorporated herein for all purposes.

SECTION 3. This Resolution shall take effect immediately upon its passage as provided by law.

FINANCIAL IMPACT

KENNEDALE RACEWAY DEVELOPMENT IMPACT FEE SUMMARY

Table 4-16: Maximum Allowable Impact Fees + Fort Worth (Outside of Oak Crest Area)

Impact Fee Type	City of Fort Worth			City of Kennedale	Combined
	Impact Fee Collection Rate ¹	Percent of Kennedale Demands/Flows Served by Fort Worth	Impact Fee Assessed	Maximum Allowable Impact Fee (3/4" Meter)	
Water	\$2,637	18% ²	\$475	\$1,357	\$1,832
Wastewater	\$1,566	0%	\$0	\$1,837	\$1,837
Total	\$4,203	--	\$475	\$3,194	\$3,669

¹Effective April 1, 2019. Fees are for a ¾" meter. City of Fort Worth impact fees are subject to change based on future updates required by Chapter 395.

²Ratio of the annual amounts of water purchased from Fort Worth to the total annual combined amount of surface water purchased from Fort Worth and Arlington, as specified in the water wholesale agreement. Ratio is the greater of the most recent annual ratio or the most recent 3 year average ratio. City staff provided the fractional ratio of 18% on 12/11/2020.

City of Kennedale Impact Fees

Impact Fee	Fee per service unit
Roadway Impact Fee	\$ 1,269.00
Water/Wastewater	\$ 3,669.00

Kennedale Raceway Development (40'x100'; 40'x115'; 50'x115')

Phase	# Lots	Roadway Impact Fee	Water/Wastewater Impact Fee	TOTAL IMPACT FEE
Phase 1	146	\$ 185,274.00	\$ 535,674.00	\$ 720,948.00
Phase 2	89	\$ 112,941.00	\$ 326,541.00	\$ 439,482.00
Phase 3	53	\$ 67,257.00	\$ 194,457.00	\$ 261,714.00
Phase 4	22	\$ 27,918.00	\$ 80,718.00	\$ 108,636.00
Totals	310	\$ 393,390.00	\$ 1,137,390.00	\$ 1,530,780.00

EXHIBIT B

SCHEDULE OF ASSESSED AND COLLECTED IMPACT FEES

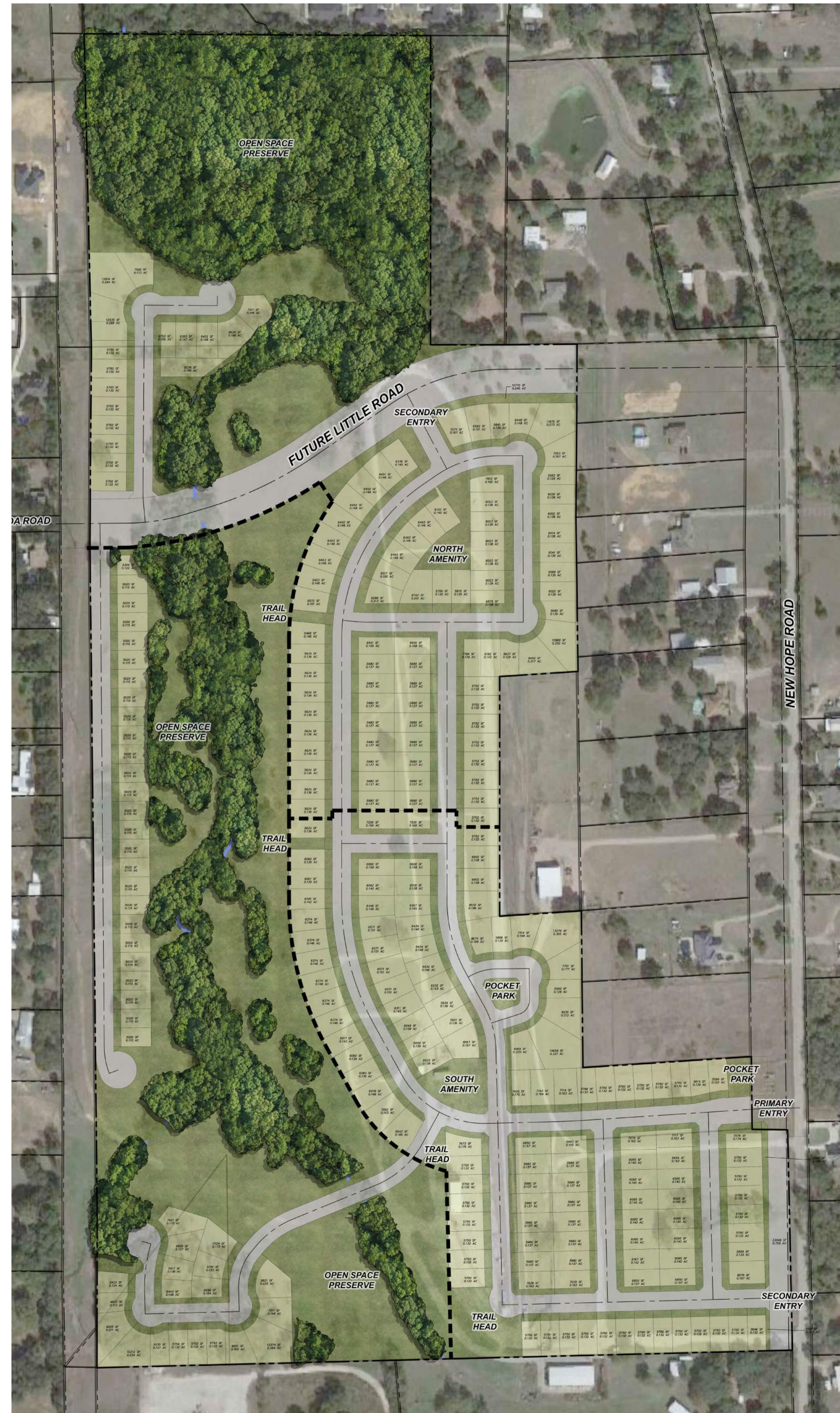
The assessed roadway impact fee per LUE is \$1,269.

The actual amount of impact fee to be collected per LUE is as follows:

Land Use Category	Actual Impact Fee Collection Rate per LUE
Residential	\$1,269.00
Office	\$634.50
Retail / Commercial	\$888.30
Industrial	\$888.30
Institutional	\$420.00

FINANCIAL IMPACT

TIRZ #1 IMPACT (R-4 ZONING)			
Estimated Taxable Value of New Homes			
Avg. Value per Home	\$		300,000
# of New Homes			266
Taxable Value of New Homes	\$		79,800,000
Increase in Taxable Value			
Taxable Value of New Homes	\$		79,800,000
2020 Taxable Value of Property			634,450
Increase in Taxable Value	\$		79,165,550
Increase in Annual Tax Revenue			
Entities	2021 Tax Rate	Participation Rate	Annual Tax Revenue
City of Kennedale	0.774%	100%	\$ 612,809
Tarrant County	0.234%	75%	138,936
Tarrant Hospital	0.224%	50%	88,835
Tarrant College	0.130%	50%	51,525
Increase in Annual Tax Revenue			\$ 892,104



THANK YOU!

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE, BEING AN APPROXIMATELY 108 ACRE TRACT DESCRIBED AS 299 JONAH ROAD SITUATED IN THE C.B. TEAGUE SURVEY TRACT 4, 3780 NEW HOPE ROAD, LOCATED IN THE RACEWAY ESTATES ADDITION LOTS 7A & 7B, 3830 NEW HOPE ROAD SITUATED IN THE ROBERT C RICHEY SURVEY TRACT 1B, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM “C-2” GENERAL COMMERCIAL DISTRICT AND “R-2” AND “R-3” SINGLE-FAMILY RESIDENTIAL DISTRICTS TO “R-4” SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

WHEREAS, the City Council has determined that the “R-4” Single-Family Residential District is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan, and with the standards in the Unified Development Code; and

WHEREAS, the requested change in zoning classification is consistent with the City’s comprehensive plan and any applicable adopted plans and the City Council has weighed plan goals, policies, and strategies and finds that the requested change provides a public benefit; and

WHEREAS, the requested change in zoning classification protects the existing character of neighboring properties and uses, and does not cause significant adverse impacts on surrounding properties; and

WHEREAS, the requested change in zoning classification will not result in significant adverse fiscal or economic impacts on the City; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 14th day of October, 2021 and by the City Council of the City of Kennedale on the 19th day of October, 2021 with respect to the zoning change described herein; and

WHEREAS, all requirements of law dealing with notice to property owner, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City's Unified Development Code as described herein.

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

SECTION 1. The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and/or restricted as shown and described below:

An approximately 108 acre tract described as 299 Jonah Road situated in the C.B. Teague Survey Tract 4, 3780 New Hope Road, located in the Raceway Estates Addition Lots 7A & 7B, 3830 New Hope Road is situated in the Robert C Richey Survey Tract 1B, City of Kennedale, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, is rezoned from "C-2" General Commercial District and "R-2" and "R3" Single-Family Residential Districts to "R-4" Single-Family Residential District.

SECTION 2. The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provisions of transportation water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community. The recitals of this Ordinance are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein, and the City Council further finds that all special review criteria and general review criteria of the Unified Development Code, including section 22.7, have been reviewed and the change in zoning classification complies with all applicable review criteria.

SECTION 3. The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 4. This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 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 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 and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. The City Secretary of the City of Kennedale is hereby directed to publish this ordinance or caption to the extent required by law.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 19TH DAY OF OCTOBER 2021.

APPROVED:

MAYOR LINDA RHODES

[CITY SEAL]

ATTEST:

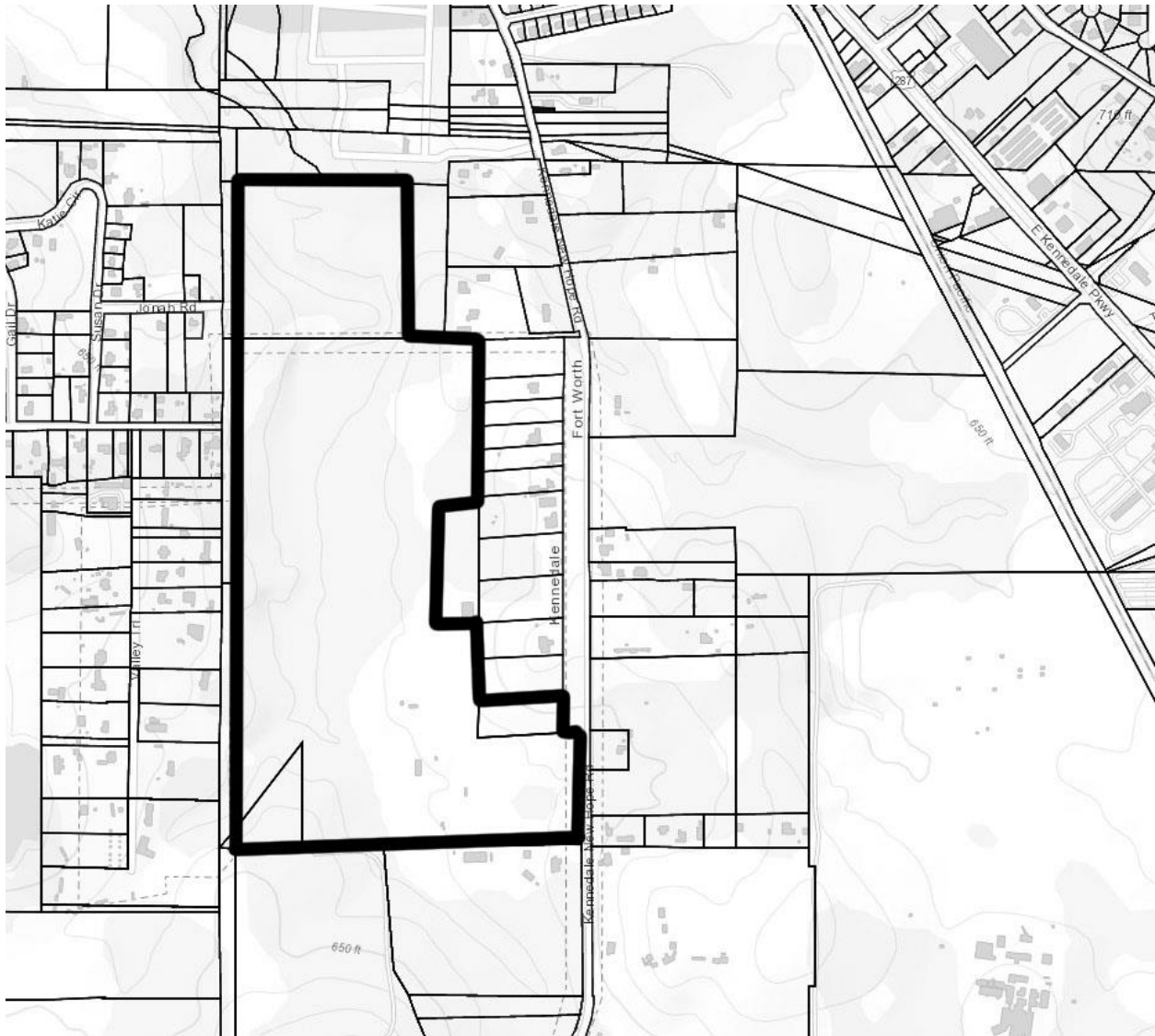
CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. _____
EXHIBIT "A"



MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.2.

SUBJECT

CASE #PZ 21-14 — Conduct a public hearing and consider adoption of an ordinance regarding a request by H. Nemat for a rezoning from R3 Single-Family Residential to R4 Single-Family Residential for approximately 1.474 acres located at 1200, 1220 and 1224 Mansfield Cardinal Road, in the B. Jopling Survey, Abstract 880 and the J. Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	R3 Single-Family Residential to R4 Single-Family Residential
Applicant	H. Nemat
Location	1200, 1220 and 1224 Mansfield Road
Surrounding Uses	Single-Family Residential, General Commercial, Industrial
Surrounding Zoning	R2, R3, C2, I, PD-I
Future Land Use Plan Designation	Neighborhoods & Neighborhood Corridor
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

All three tracts of land are currently vacant.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is located west of the intersection at Mansfield Cardinal Road and S Eden Road. Mansfield Cardinal Road is characterized by a variety of single-family homes. Given the location of these lots, it could be either residential or commercial. The lot across the street to the North is also vacant and currently zoned commercial (C2). The area to the West, along S Eden Road, are industrial uses.

STAFF REVIEW

Future Land Use Plan

The Future Land Use Plan indicates this property as Neighborhoods & Neighborhood Corridor.

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.

City Council Ends Statements and Goals

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

SUMMARY

The property has been vacant for many years. The growth in the area along with the surrounding development in the immediate vicinity has made this property viable for development.

The applicant is proposing to change the zoning from R3 Single-Family Residential to R4 Single-Family Residential. The development will be required to meet standards for R4 zoning, which allows for 50-foot widths and must meet all requirements for single family development. This development would provide quality housing for residents of Kennedale. The proposed residential development is consistent with the surrounding uses, and the proposed zoning is compatible.

The 2012 Comprehensive Plan designates the subject property as Neighborhoods and Neighborhood Corridors. The request to rezone to R4 is consistent with the Future Land Use Map.

Staff recommended approval to the Planning and Zoning (P&Z) Commission; and, during their meeting on Tuesday, October 14, the P&Z Commission voted unanimously to recommend approval of this request.

RECOMMENDATION

Approve

Based on the above analysis, staff recommends approval.

ACTION BY THE COMMISSION:

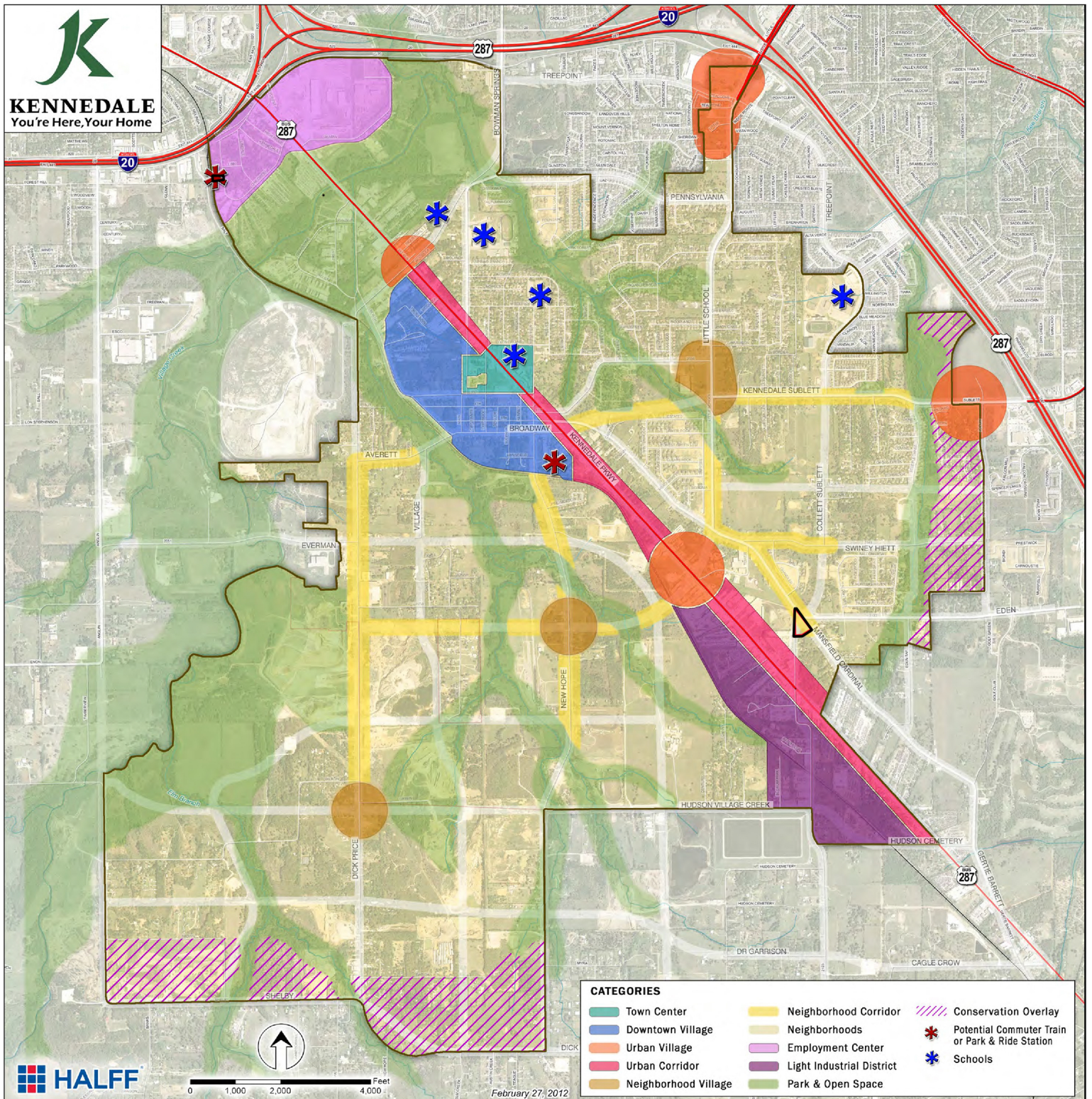
- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny the request

ATTACHMENTS

1.	1200 Map of vicinity - Property Identified	1200 Map of vicinity - Property Identified.pdf
2.	FLUP - 1200	FLUP - 1200.pdf
3.	Surrounding Uses - MC	Surrounding Uses - MC.pdf
4.	PZ21-14	O734 - PZ21-14 Rezoning 1200, 1220 and 1224 Mansfield Road to R4.pdf

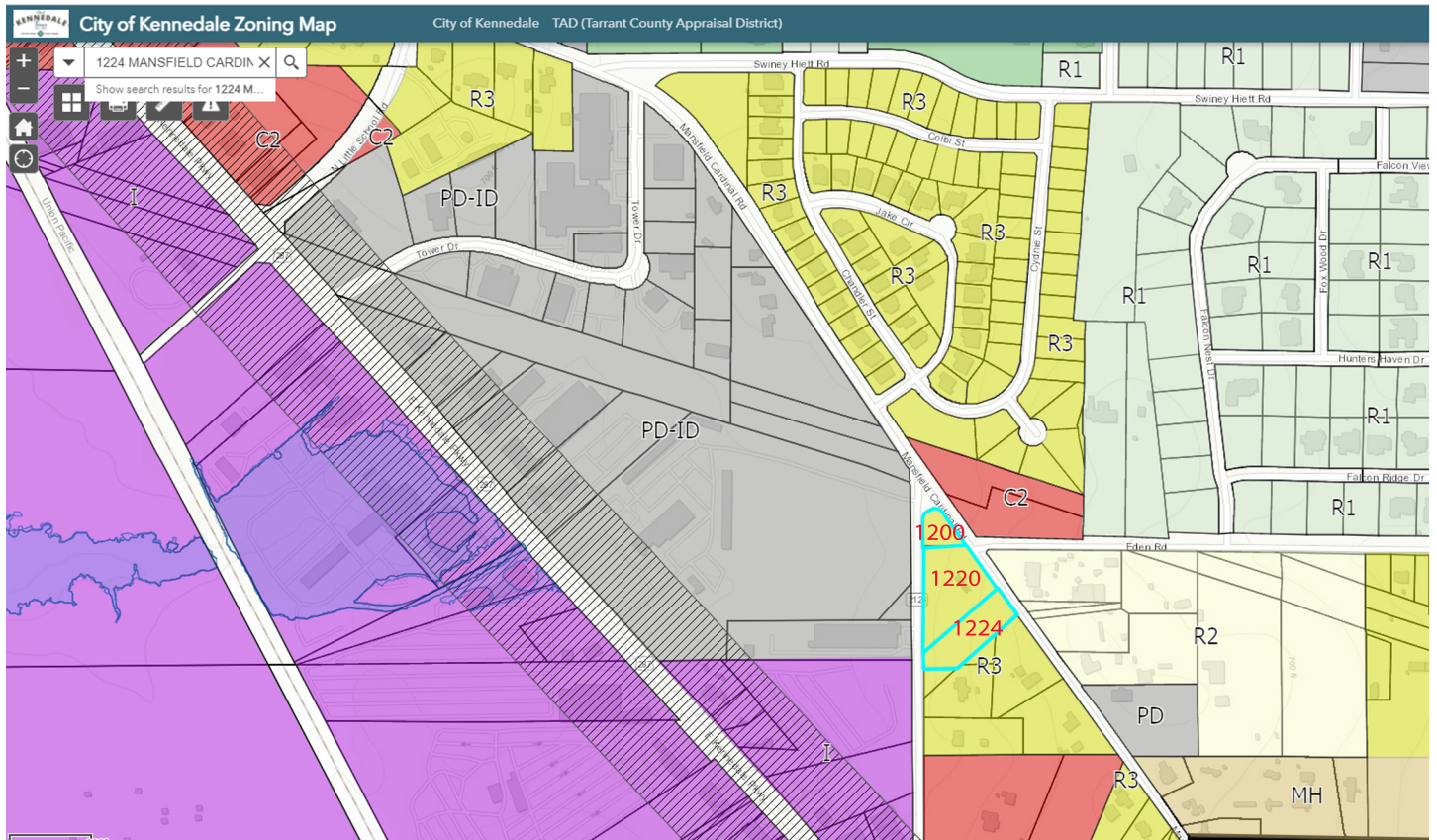


KENNEDALE
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PZ CASE 21-14

1200, 1220, 1224 MANSFIELD CARDINAL



ORDINANCE NO. 734

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE, BEING AN APPROXIMATELY 1.474 ACRE TRACT DESCRIBED AS 1200, 1220 AND 1224 MANSFIELD CARDINAL ROAD SITUATED IN THE B. JOPLING SURVEY, ABSTRACT 880 AND THE J RUSSELL SURVEY, ABSTRACT 1361, TRACTS 1D, 10A AND 10B, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM “R-3” SINGLE-FAMILY RESIDENTIAL DISTRICTS TO “R-4” SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

WHEREAS, the City Council has determined that the “R-4” Single-Family Residential District is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan, and with the standards in the Unified Development Code; and

WHEREAS, the requested change in zoning classification is consistent with the City’s comprehensive plan and any applicable adopted plans and the City Council has weighed plan goals, policies, and strategies and finds that the requested change provides a public benefit; and

WHEREAS, the requested change in zoning classification protects the existing character of neighboring properties and uses, and does not cause significant adverse impacts on surrounding properties; and

WHEREAS, the requested change in zoning classification will not result in significant adverse fiscal or economic impacts on the City; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 14th day of October, 2021 and by the City Council of the City of Kennedale on the 19th day of October, 2021 with respect to the zoning change described herein; and

WHEREAS, all requirements of law dealing with notice to property owner, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City's Unified Development Code as described herein.

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

SECTION 1. The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and/or restricted as shown and described below:

An approximately 1.474 acre tract described as 1200, 1220 and 1224 Mansfield Cardinal Road situated in the B. Jopling Survey, Abstract 880 and the J Russell Survey, Abstract 1361, Tracts 1D, 10A and 10B, City of Kennedale, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, is rezoned from "R3" Single-Family Residential Districts to "R-4" Single-Family Residential District.

SECTION 2. The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provisions of transportation water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community. The recitals of this Ordinance are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein, and the City Council further finds that all special review criteria and general review criteria of the Unified Development Code, including section 22.7, have been reviewed and the change in zoning classification complies with all applicable review criteria.

SECTION 3. The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 4. This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 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 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 and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. The City Secretary of the City of Kennedale is hereby directed to publish this ordinance or caption to the extent required by law.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 19TH DAY OF OCTOBER 2021.

APPROVED:

MAYOR LINDA RHODES

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.3.

SUBJECT

CASE #PZ 21-15 — Conduct a public hearing and consider adoption of an ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6800 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 26, City of Kennedale, Tarrant County, Texas

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	R3 Single-Family District to TH Townhome District
Applicant	FC Designs (Federico Canoura)
Location	6800 Oak Crest Drive W
Surrounding Uses	Single-Family Residential
Surrounding Zoning	R3
Future Land Use Plan Designation	Industrial and Future Transit Station
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is a 0.35-acre vacant lot situated in the Oak Crest Neighborhood.

SURROUNDING PROPERTIES & NEIGHBORHOOD

This property is located Southwest of the intersection at Oak Crest Drive W and Link Street. Oak Crest Drive W is characterized by a combination of single-family homes, some vacant lots, and industrial uses. The lot across the street is the street is a portion of the Oak Crest Church. The West portion of the property abuts the Union Pacific Railroad.

STAFF REVIEW

Future Land Use Plan

The Future Land Use Plan indicates this property as Industrial and Future Transit Station.

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.

City Council Ends Statements and Goals

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

SUMMARY

The property has been vacant for many years. The owner of the property has expressed an intent to develop two townhomes with two units each on the vacant lot. The property will be accessed by a private drive from Oak Street Drive. The development will require a replat to vacate the existing 35' building setback per the existing survey. The development will be required to meet standards for TH zoning. Parking for the residents will be surface parking located in the rear of the property, along the west and north property lines.

The infill development for townhouses is consistent with the surrounding existing residential land use and the proposed zoning is compatible. This development would provide quality housing for the residents of Kennedale.

The 2012 Comprehensive Plan designates the subject property as Industrial with Future Transit Station. The request to rezone to "TH" is a deviation from the Future Land Use Map.

The future transit station is an opportunity to encourage transit supportive land use patterns at these stops, such as locating higher intensity residential units within walking distance.

Staff recommended approval to the Planning and Zoning (P&Z) Commission; and, during their meeting on Tuesday, October 14, the P&Z Commission voted 4-1 to recommend approval of this request.

RECOMMENDATION

Approve

Based on the above analysis, staff recommends approval.

ACTION BY THE COMMISSION:

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

ATTACHMENTS

1.	6800 Oak Crest Dr- Zoning Change Concept - 08-06-21	6800 Oak Crest Dr- Zoning Change Concept - 08-06-21.pdf
2.	6800 Oak Crest Dr - Survey Plat	6800 Oak Crest Dr - Survey Plat.pdf
3.	6800 Oak Crest Aerial	6800 Oak Crest Aerial.pdf
4.	6800- Surrounding Uses	6800- Surrounding Uses.pdf
5.	FLUP -6800	FLUP -6800.pdf
6.	PZ21-15	O736 - PZ21-15 Rezoning 6800 Oak Crest Drive W to TH.pdf

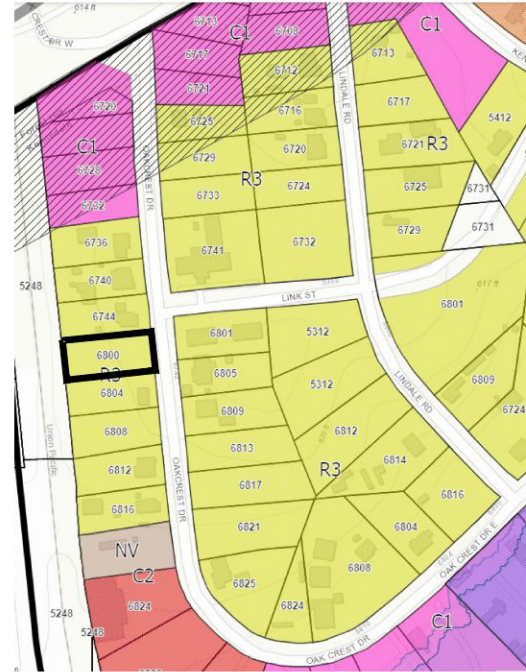
VICINITY MAP - AERIAL VIEW



(PICTURE BY GOOGLE MAPS)



VICINITY MAP - ZONING



(PICTURE BY THE CITY OF KENNEDALE, TX - ZONING MAP)



STREET VIEW



(PICTURE BY GOOGLE MAPS)

GENERAL NOTES

LOT OWNER: WARRIOR ACQUISITIONS, LLC
 LOT ADDRESS: 6800 OAK CREST DR, KENNEDALE, TX 76140
 LOT SIZE: 15,160.0 SF
 CURRENT ZONING: R3
 EXISTING CONDITION: LOT IS EMPTY
 EXISTING SERVICES: ELECTRICITY, 8" WATER LINE, 8" SEWER LINE



FEDERICO CANOURA
 FCANOURA@FCD-DESIGNS.NET
 (862) 407-5770

CLIENT
 WARRIOR
 ACQUISITIONS, LLC

5361 GRENADA DR,
 FORT WORTH, TX 76119

PROJECT
 TOWNHOME
 CONCEPT

6800 OAK CREST DR,
 KENNEDALE, TX 76140

SHEET TITLE:

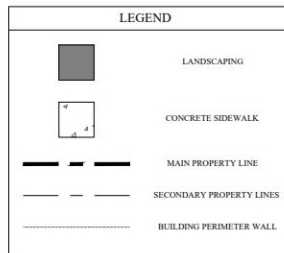
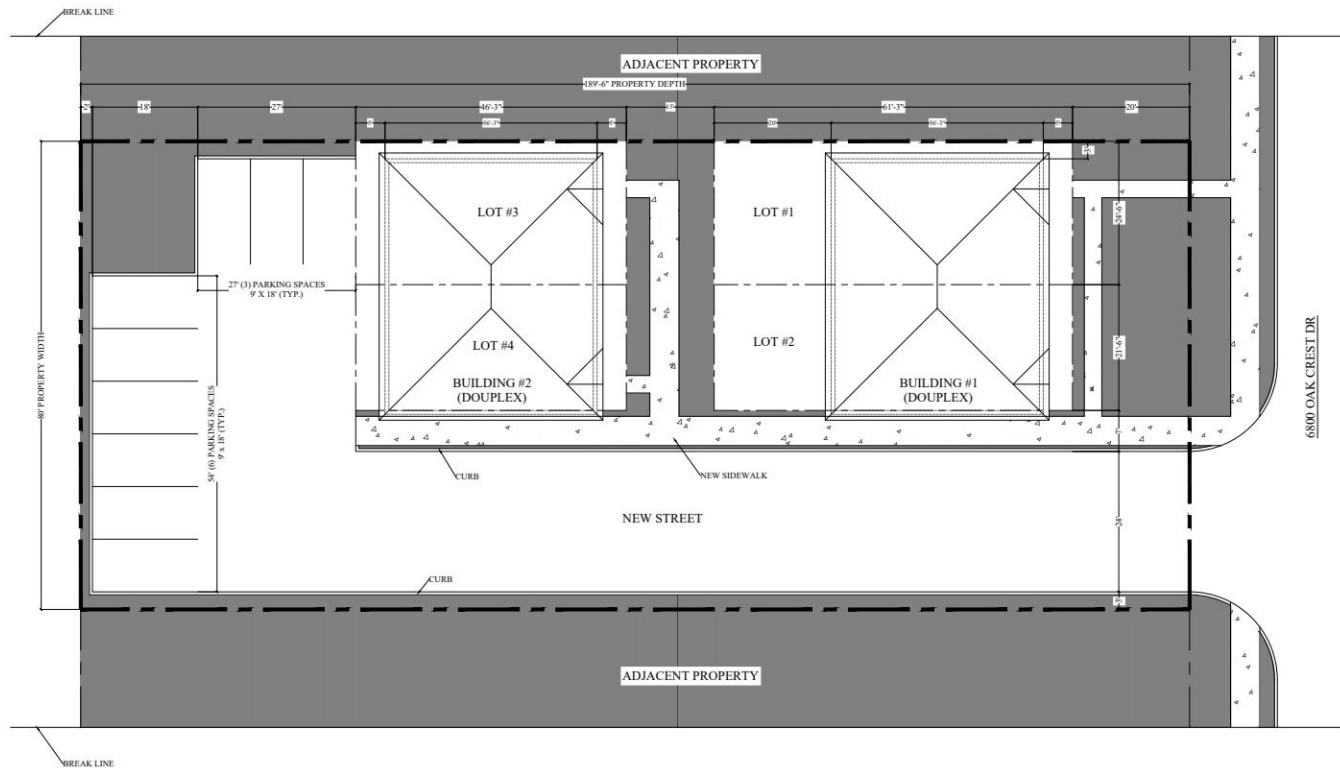
COVER
 SHEET

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA
 CHECKED BY:
 DATE: 08-06-21
 SCALE: AS NOTED

CS1.0

01 OF 04



DESIGN

PROPOSED ZONING CHANGE: TH

OWNER'S INTENT: IS THE INTENT OF THE OWNER TO CHANGE THE LOT'S CURRENT ZONING OF R3 TO TH.

DESIGN APPROACH: THE CONCEPT ABOVE HAS BEEN DESIGN AS PER TOWNHOME ORDINANCE 0799 OF THE CITY OF KENNEDALE, TX.

COMMENTS: IS THE INTENT OF THE OWNER TO CHANGE THE ZONING TO "TH" IN AN EFFORT TO LATER RE-PLAN THE LOT INTO 4 DIFFERENT LOTS. BUILD TWO BUILDINGS WITH TWO UNITS EACH (DOUPLEXES) TO LATER SELL EACH UNIT IN THEIR RESPECTIVE LOTS INDIVIDUALLY. EACH UNITS IS APPROXIMATELY 1,500 SF OF A/C SPACE (4 BEDROOMS, 3 BATHS). A NEW DRIVEWAY WILL LEAD RESIDENTS TO A PARKING LOT AREA IN THE BACK OF THE LOT.



CONCEPT SITE PLAN

SCALE: 1/8" = 1'-0"



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(862) 407-5770

CLIENT
WARRIOR ACQUISITIONS, LLC
5361 GRENADA DR.
FORT WORTH, TX 76119

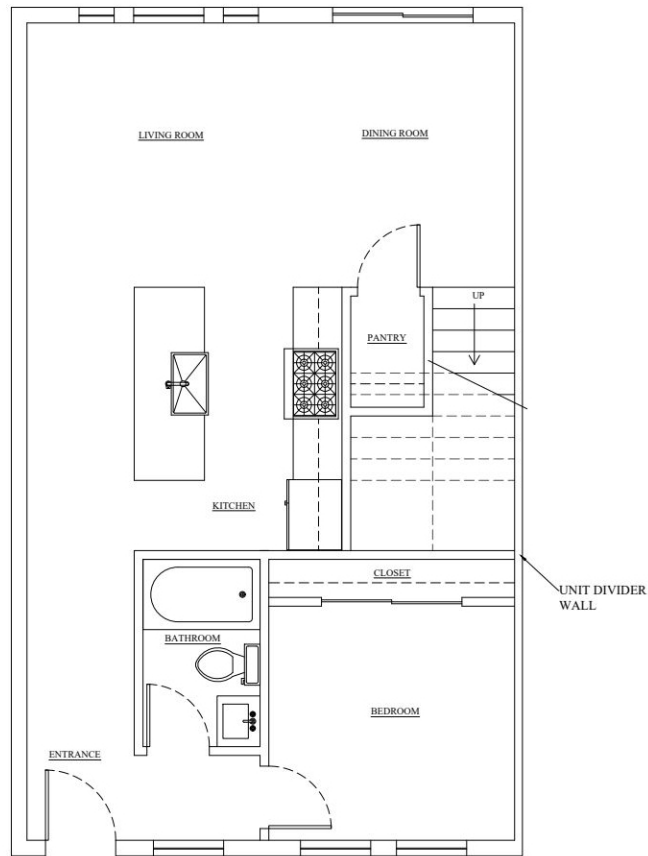
PROJECT
TOWNHOME CONCEPT
6800 OAK CREST DR,
KENNEDALE, TX 76140

SHEET TITLE:
CONCEPT SITE PLAN

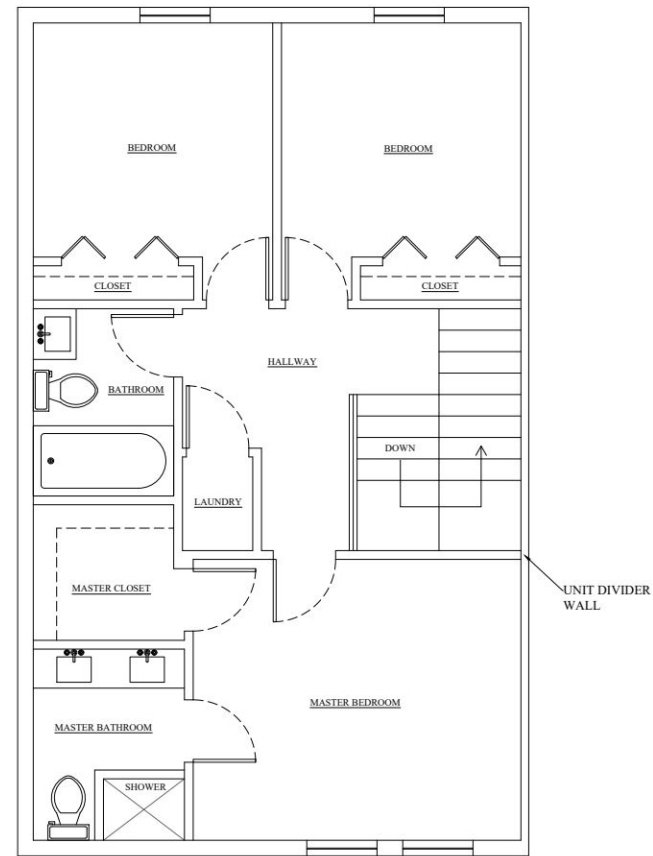
NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA
CHECKED BY:
DATE: 08-06-21
SCALE: AS NOTED

A1.0



01 FIRST FLOOR



02 SECOND FLOOR

CONCEPT FLOOR PLANS

SCALE: 1/2" = 1'-0"



FEDERICO CANOURA
FCANOURA@FCD-DESIGNS.NET
(862) 407-5770

CLIENT
WARRIOR
ACQUISITIONS, LLC

5361 GRENADA DR.
FORT WORTH, TX 76119

TOWNHOME CONCEPT

6800 OAK CREST DR,
KENNEDALE, TX 76140

PROJECT

SHEET TITLE: FLOOR PLANS

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA
CHECKED BY:
DATE: 08-06-21
SCALE: AS NOTED

A3.0

03 OF 04



FEDERICO CANOURA
FCANOURA@FCD-DESIGNS.NET
(862) 407-5770

CLIENT
WARRIOR
ACQUISITIONS, LLC

5361 GRENADA DR.
FORT WORTH, TX 76119

PROJECT
TOWNHOME
CONCEPT

6800 OAK CREST DR,
KENNEDALE, TX 76140

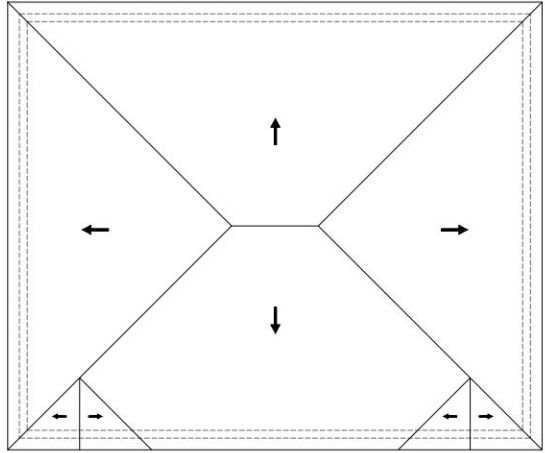
SHEET TITLE:
ROOF PLAN
AND FACADE

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA
CHECKED BY:
DATE: 08-06-21
SCALE: AS NOTED

A3.0

04 OF 04



01 ROOF PLAN



02 FACADE

CONCEPT ROOF PLAN AND FACADE OF DUPLEX

SCALE: 1/4" = 1'-0"

7509 PENNRIDGE CIRCLE
ROWLETT, TX 75088

SURVEY PLAT



FIRM REGISTRATION NO. 10194366

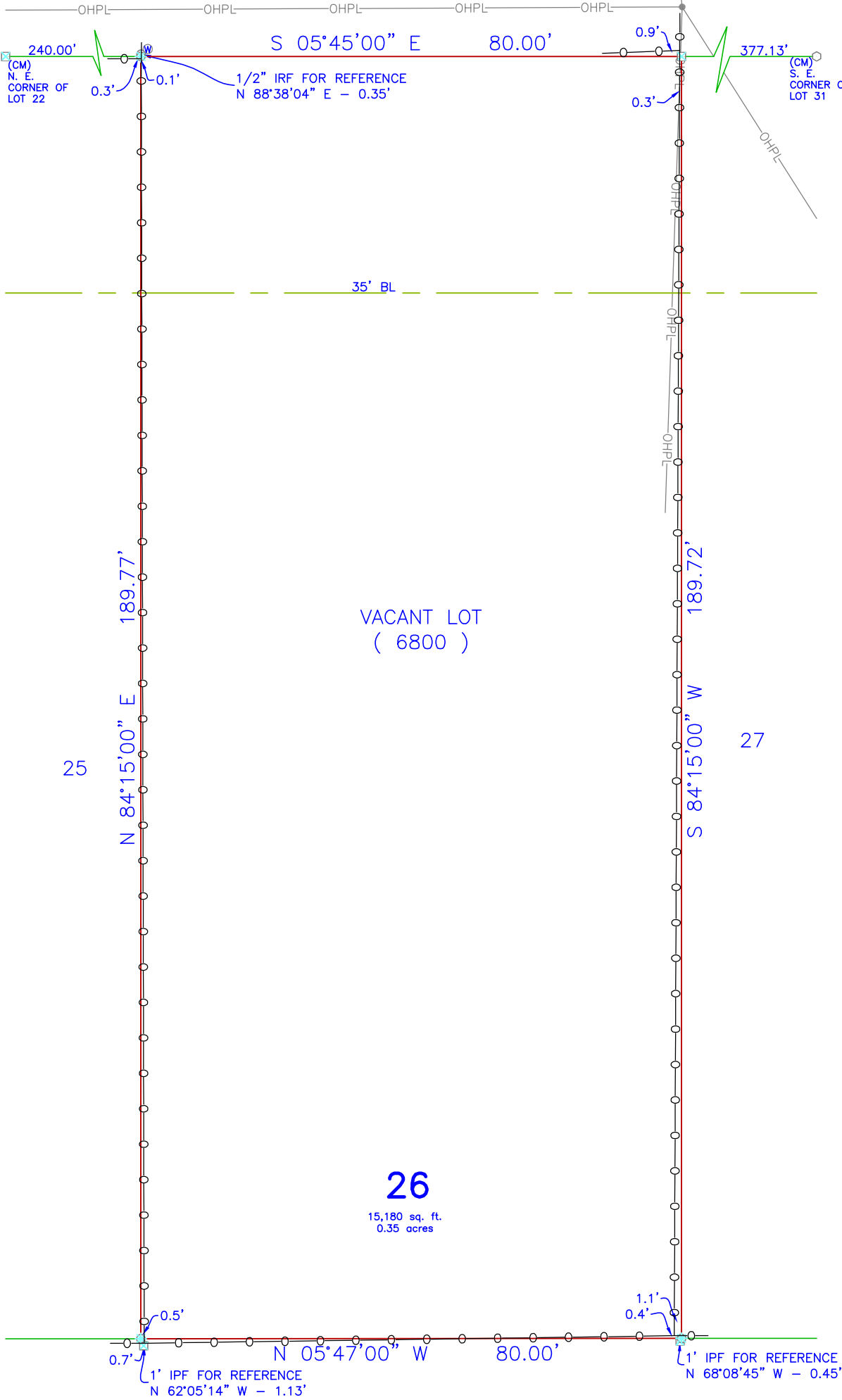
BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 6800 OAK CREST DRIVE WEST, in the city of KENNEDALE Texas.

BEING LOT 26, BLOCK 1, OAK CREST ADDITION, SITUATED IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, AS SHOWN BY A DEED OF RECORD IN VOLUME 4994, PAGE 924, OF THE DEED RECORDS, TARRANT COUNTY, TEXAS.

OAK CREST DRIVE WEST

ASPHALT



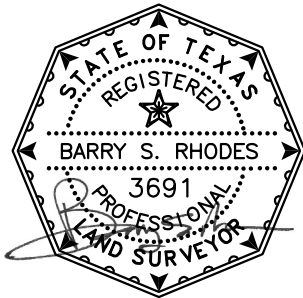
H. & T.C. TY. CO.

CM'S SHOWN HEREON ARE BASIS FOR DIRECTIONAL CONTROL. THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE. The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY WARRIOR ACQUISITIONS, LLC. THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 20'
Date: 05/10/2021
G. F. No.: N/A
Job no.: 202104411
Drawn by: JSR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR WARRIOR ACQUISITIONS, LLC.

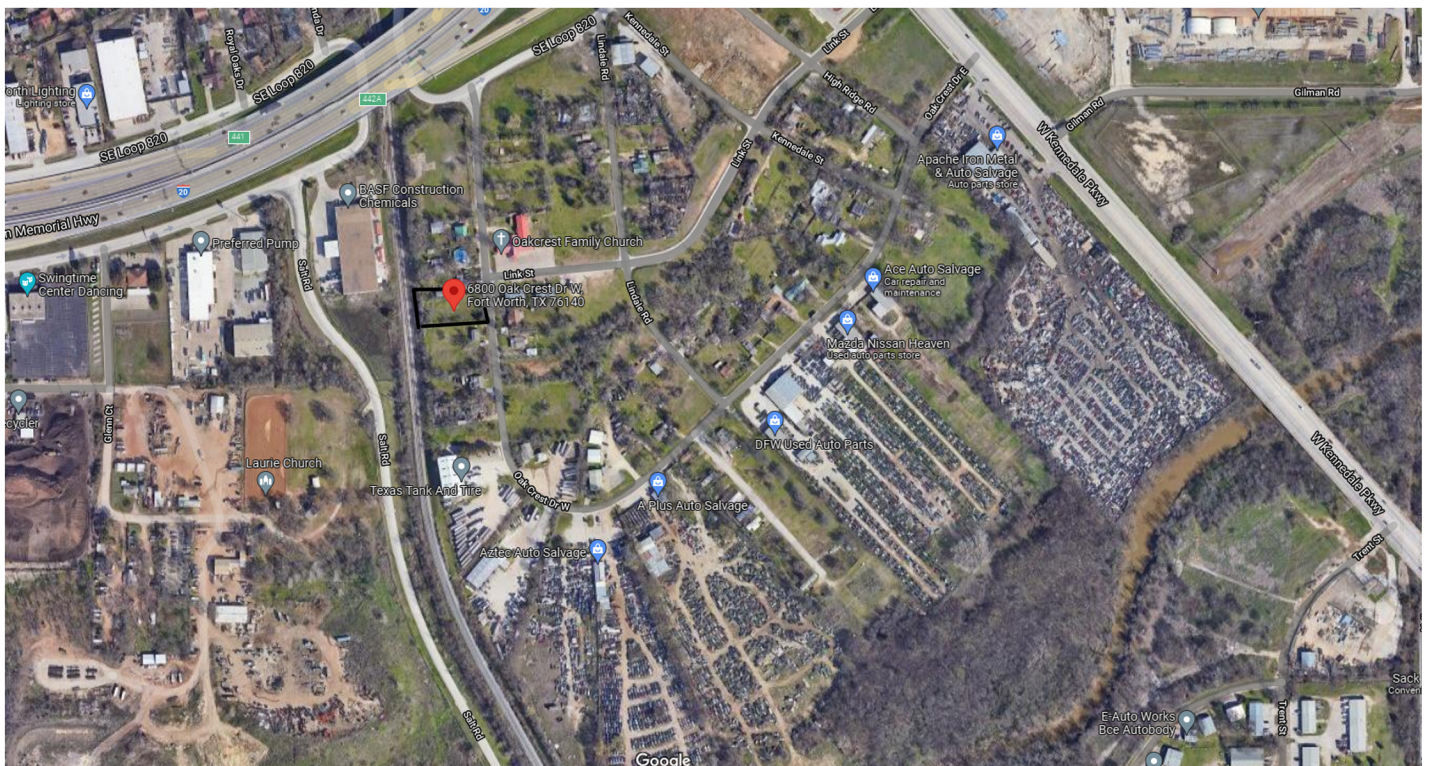
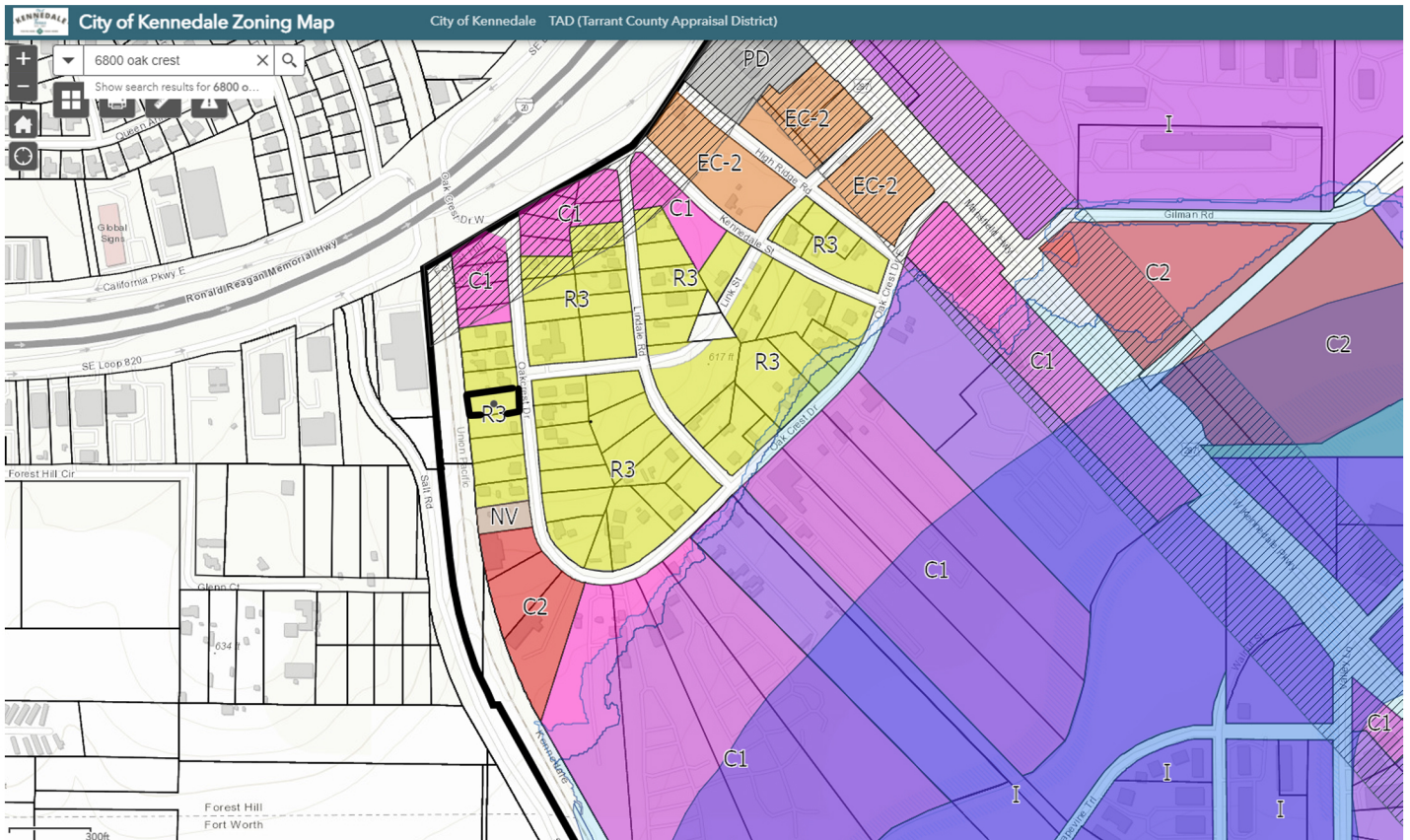
LEGEND	
WOOD FENCE	TEXT
CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE
WIRE FENCE	EASEMENT SETBACK
	RESIDENCE
CM - CONTROLLING MONUMENT	
MRD - MONUMENTS OF RECORD DIGNITY	
1/2" IRON ROD FOUND	
1/2" YELLOW-CAPPED IRON ROD SET	
1" IRON PIPE FOUND	
FOUND 'X'	
2" IRON PIPE FOUND	
POINT FOR CORNER	
C - CABLE	E - ELECTRIC
CL - CLEAN OUT	PE - POOL EQUIP
G - GAS METER	P - POWER POLE
F - FIRE HYDRANT	T - TELEPHONE
L - LIGHT POLE	W - WATER METER
M - MANHOLE	V - WATER VALVE
(UNLESS OTHERWISE NOTED)	





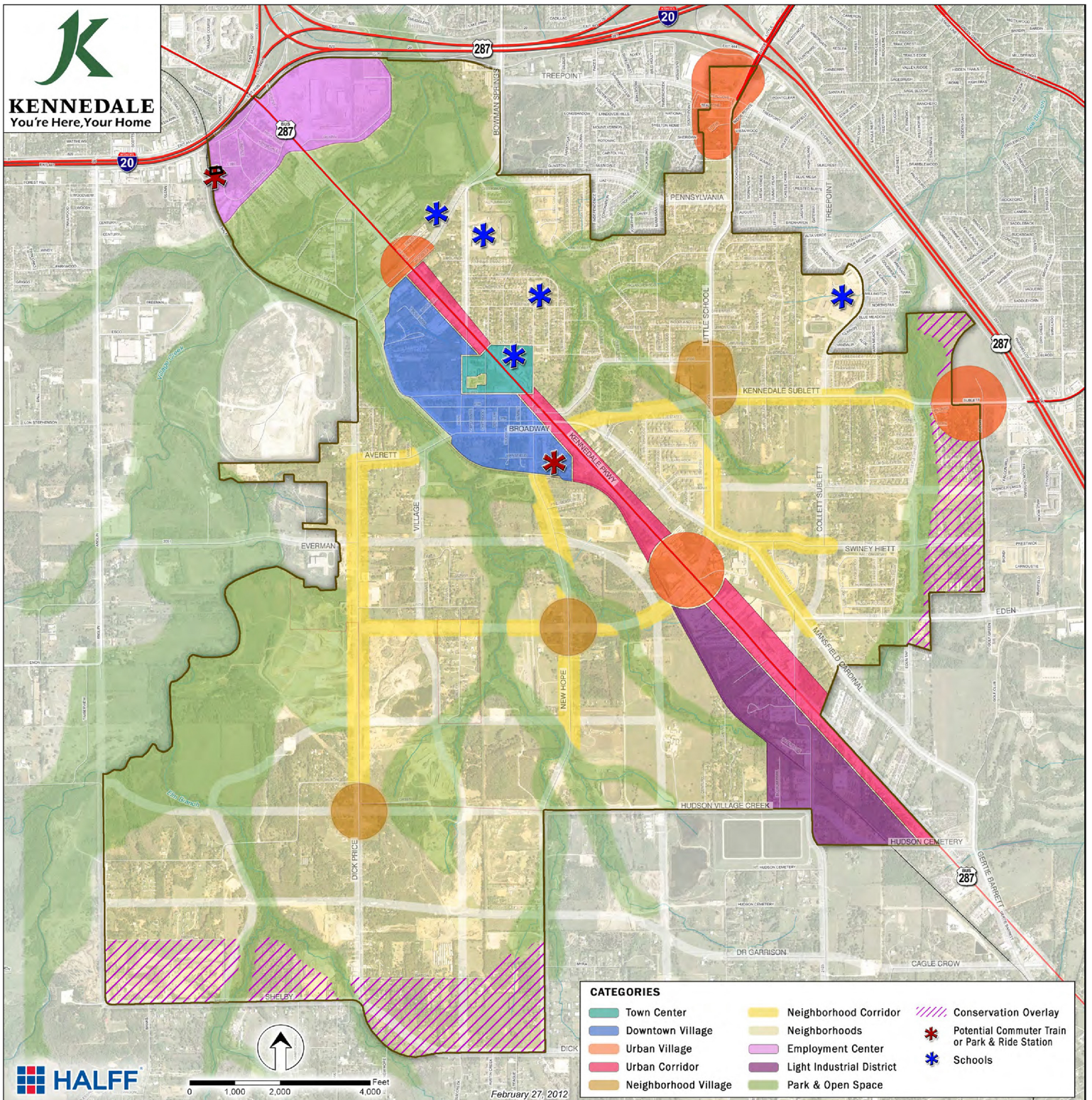
CASE #PZ 21-15

6800 OAK CREST DRIVE W





KENNEDALE
You're Here. Your Home



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE, BEING AN APPROXIMATELY 0.35 ACRE TRACT DESCRIBED AS 6800 OAK CREST DRIVE W, OAK CREST ADDITION, BLOCK 1, LOT 26, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM “R-3” SINGLE-FAMILY RESIDENTIAL DISTRICTS TO “TH” TOWNHOME DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

WHEREAS, the City Council has determined that the “TH” Townhome District is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan, and with the standards in the Unified Development Code; and

WHEREAS, the requested change in zoning classification is consistent with the City’s comprehensive plan and any applicable adopted plans and the City Council has weighed plan goals, policies, and strategies and finds that the requested change provides a public benefit; and

WHEREAS, the requested change in zoning classification protects the existing character of neighboring properties and uses, and does not cause significant adverse impacts on surrounding properties; and

WHEREAS, the requested change in zoning classification will not result in significant adverse fiscal or economic impacts on the City; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 14th day of October, 2021 and by the City Council of the City of Kennedale on the 19th day of October, 2021 with respect to the zoning changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owner, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City’s Unified Development Code as described herein.

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

SECTION 1. The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and/or restricted as shown and described below:

An approximately 0.35 acre tract described as 6800 Oak Crest Drive W, Oak Crest Addition, Block 1, Lot 26, City of Kennedale, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, is rezoned from "R3" Single-Family Residential Districts to "TH" Townhome 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, and to facilitate the adequate provisions of transportation water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community. The recitals of this Ordinance are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein, and the City Council further finds that all special review criteria and general review criteria of the Unified Development Code, including section 22.7, have been reviewed and the change in zoning classification complies with all applicable review criteria.

SECTION 3. The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 4. This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 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 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 and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. The City Secretary of the City of Kennedale is hereby directed to publish this ordinance or caption to the extent required by law.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 19TH DAY OF OCTOBER 2021.

APPROVED:

MAYOR LINDA RHODES

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. _____
EXHIBIT "A"



MEETING DATE: OCTOBER 19, 2021

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM V.F.4.

SUBJECT

CASE #PZ 21-16 — Conduct a public hearing and consider adoption of an ordinance regarding a request by FC Designs for a rezoning from R3 Single-Family Residential to TH Townhome District for approximately 0.35-acre located at 6808 Oak Crest Drive W, Oak Crest Addition, Block 1, Lots 28, City of Kennedale, Tarrant County, Texas

ORIGINATED BY

Chance LeBlanc, Planning Consultant with Dunaway

SUMMARY

BACKGROUND AND OVERVIEW

Request	R3 Single-Family District to TH Townhome District
Applicant	FC Designs (Federico Canoura)
Location	6808 Oak Crest Drive W
Surrounding Uses	Single-Family Residential
Surrounding Zoning	R3
Future Land Use Plan Designation	Industrial and Future Transit Station
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The property is a 0.35-acre vacant lot situated in the Oak Crest Neighborhood.

SURROUNDING PROPERTIES & NEIGHBORHOOD

This property is located Southwest of the intersection at Oak Crest Drive W and Link Street. Oak Crest Drive W is characterized by a combination of single-family homes, some vacant lots, and industrial uses. The lot across the street is the street is an existing single-family home built in the 1950's. The West portion of the property abuts the Union Pacific Railroad.

STAFF REVIEW

Future Land Use Plan

The Future Land Use Plan indicates this property as Industrial and Future Transit Station.

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.

City Council Ends Statements and Goals

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

SUMMARY

The property has been vacant for many years. The owner of the property has expressed an intent to develop two townhomes with two units each on the vacant lot. The property will be accessed by a private drive from Oak Street Drive. The development will require a replat to vacate the existing 35' building setback per the existing survey. The development will be required to meet standards for TH zoning. Parking for the residents will be surface parking located in the rear of the property, along the west and north property lines.

The infill development for townhouses is consistent with the surrounding existing residential land use and the proposed zoning is compatible. This development would provide quality housing for the residents of Kennedale.

The 2012 Comprehensive Plan designates the subject property as Industrial with Future Transit Station. The request to rezone to "TH" is a deviation from the Future Land Use Map.

The future transit station is an opportunity to encourage transit supportive land use patterns at these stops, such as locating higher intensity residential units within walking distance.

Staff recommended approval to the Planning and Zoning (P&Z) Commission; and, during their meeting on Tuesday, October 14, the P&Z Commission voted 3-2 to recommend approval of this request.

RECOMMENDATION

Approve

Based on the above analysis, staff recommends approval.

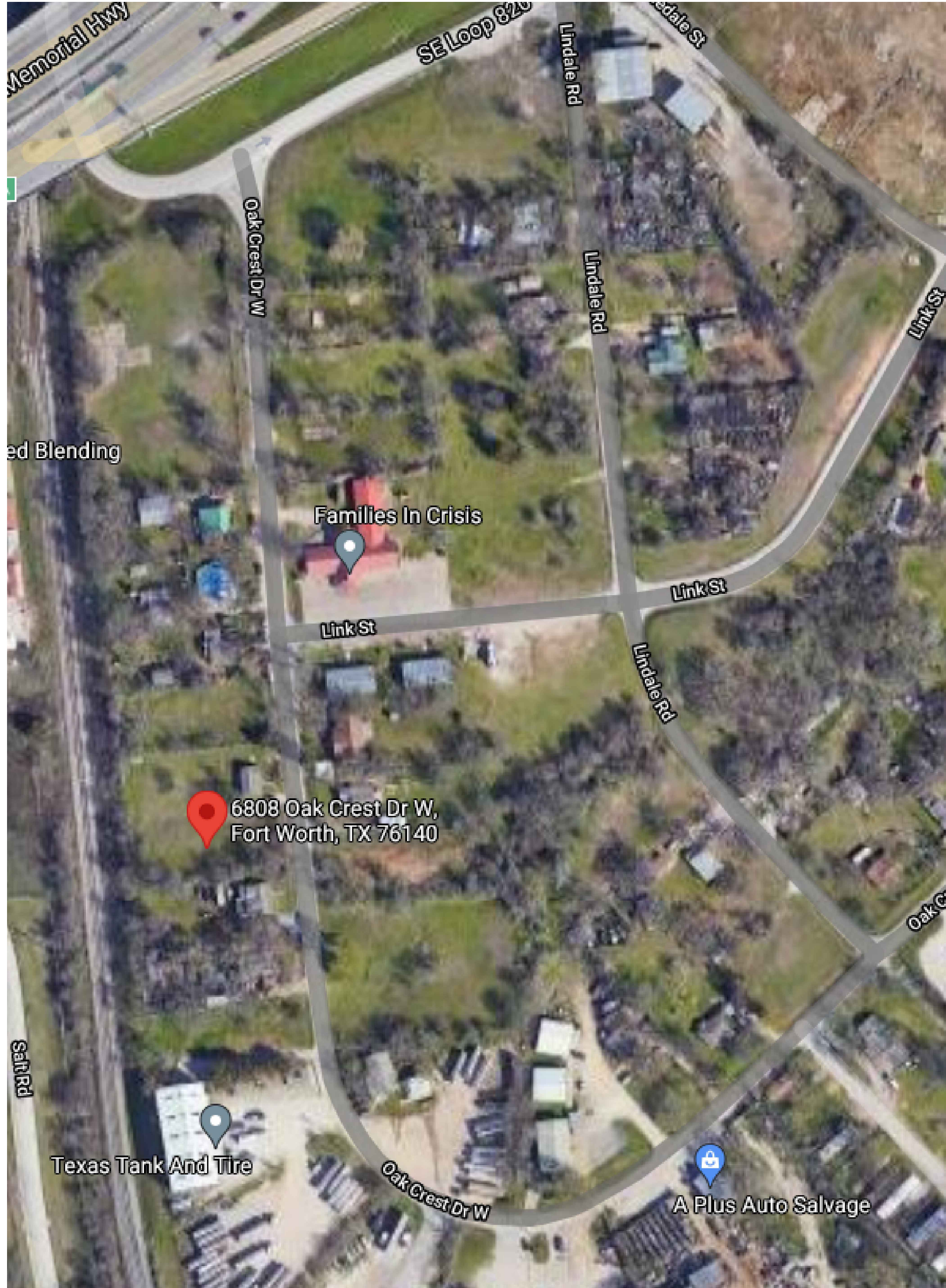
ACTION BY THE COMMISSION:

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

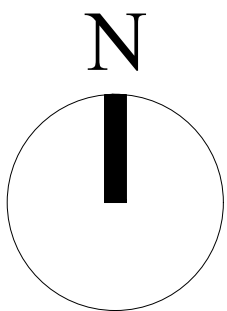
ATTACHMENTS

1.	6808 Oak Crest Dr- Zoning Change Concept - 08-06-21	6808 Oak Crest Dr- Zoning Change Concept - 08-06-21.pdf
2.	6808 Oak Crest Dr - Survey Plat	6808 Oak Crest Dr - Survey Plat.pdf
3.	FLUP -6808	FLUP -6808.pdf
4.	6808- Surrounding Uses	6808- Surrounding Uses.pdf
5.	PZ21-16	O736 - PZ21-16 Rezoning 6808 Oak Crest Drive W to TH.pdf

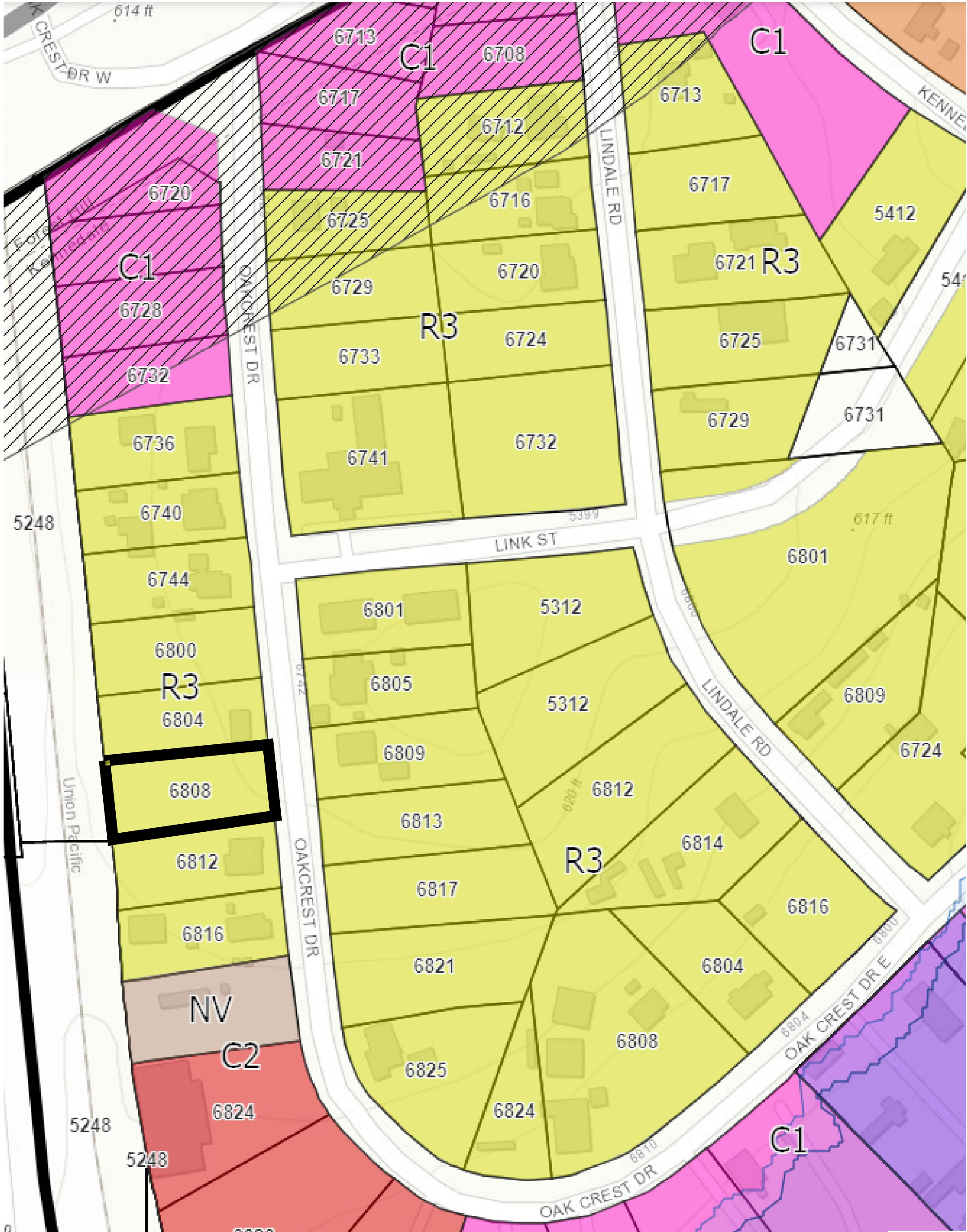
VICINITY MAP - AERIAL VIEW



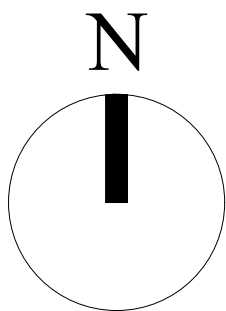
(PICTURE BY GOOGLE MAPS)



VICINITY MAP - ZONING



(PICTURE BY THE CITY OF KENNEDALE, TX - ZONING MAP)



STREET VIEW



(PICTURE BY GOOGLE MAPS)

GENERAL NOTES

LOT OWNER: WARRIOR ACQUISITIONS, LLC
LOT ADDRESS: 6808 OAK CREST DR, KENNEDALE, TX 76140
LOT SIZE: 15,160.0 SF
CURRENT ZONING: R3
EXISTING CONDITION: LOT IS EMPTY
EXISTING SERVICES: ELECTRICITY, 8" WATER LINE, 8" SEWER LINE

CLIENT:
WARRIOR
ACQUISITIONS, LLC

5361 GRENADA DR,
FORT WORTH, TX 76119

PROJECT:
TOWNHOME
CONCEPT

6808 OAK CREST DR,
KENNEDALE, TX 76140

SHEET TITLE:
COVER
SHEET

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

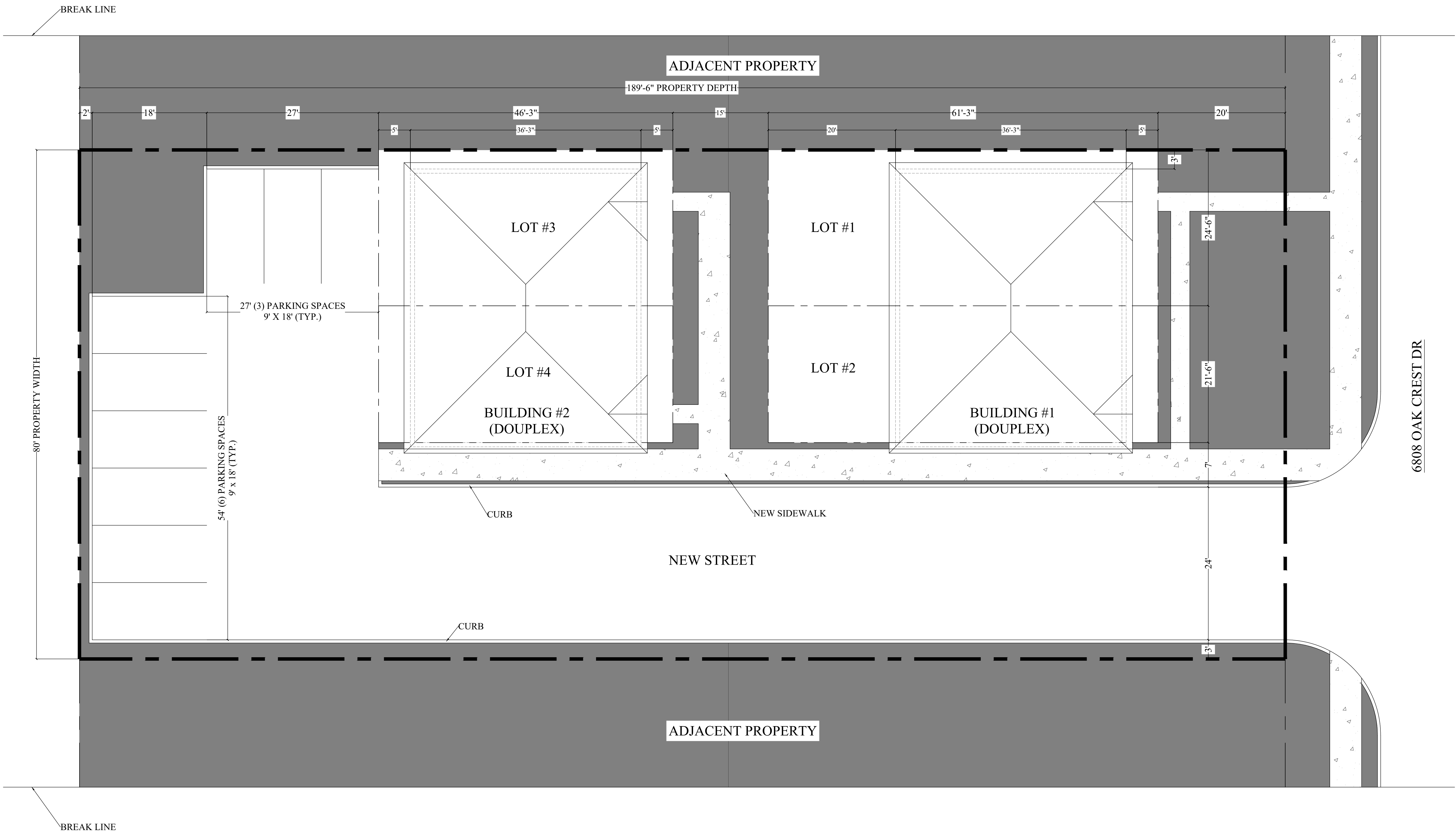
DRAWN BY: F. CANOURA

CHECKED BY:

DATE: 08-06-21

SCALE: AS NOTED

CS1.0



LEGEND	
	LANDSCAPING
	CONCRETE SIDEWALK
	MAIN PROPERTY LINE
	SECONDARY PROPERTY LINES
	BUILDING PERIMETER WALL

DESIGN
PROPOSED ZONING CHANGE: TH
OWNER'S INTENT: IS THE INTENT OF THE OWNER TO CHANGE THE LOT'S CURRENT ZONING OF R3 TO TH.
DESIGN APPROACH: THE CONCEPT ABOVE HAS BEEN DESIGN AS PER TOWNHOME ORDINANCE 0709 OF THE CITY OF KENNEDALE, TX.
COMMENTS: IS THE INTENT OF THE OWNER TO CHANGE THE ZONING TO " TH" IN AN EFFORT TO LATER RE PLAT THE LOT INTO 4 DIFFERENT LOTS, BUILD TWO BUILDINGS WITH TWO UNITS EACH (DUPLXES) TO LATER SELL EACH UNIT IN THEIR RESPECTIVE LOTS INDIVIDUALLY. EACH UNITS IS APPROXIMATELY 1,300 SF OF A/C SPACE (4 BEDROOMS, 3 BATHS), A NEW DRIVEWAY WILL LEAD RESIDENTS TO A PARKING LOT AREA IN THE BACK OF THE LOT.

CONCEPT SITE PLAN

SCALE: 1/8" = 1'-0"

FCD

ARCHITECTURAL DRAFTING AND DESIGNS

FEDERICO CANOURA
FCANOURA@FC-DESIGNS.NET
(682) 407-5770

CLIENT:

WARRIOR
ACQUISITIONS, LLC

5361 GRENADA DR,
FORT WORTH, TX 76119

PROJECT:

TOWNHOME
CONCEPT

6808 OAK CREST DR,
KENNEDALE, TX 76140

SHEET TITLE:

CONCEPT
SITE PLAN

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA

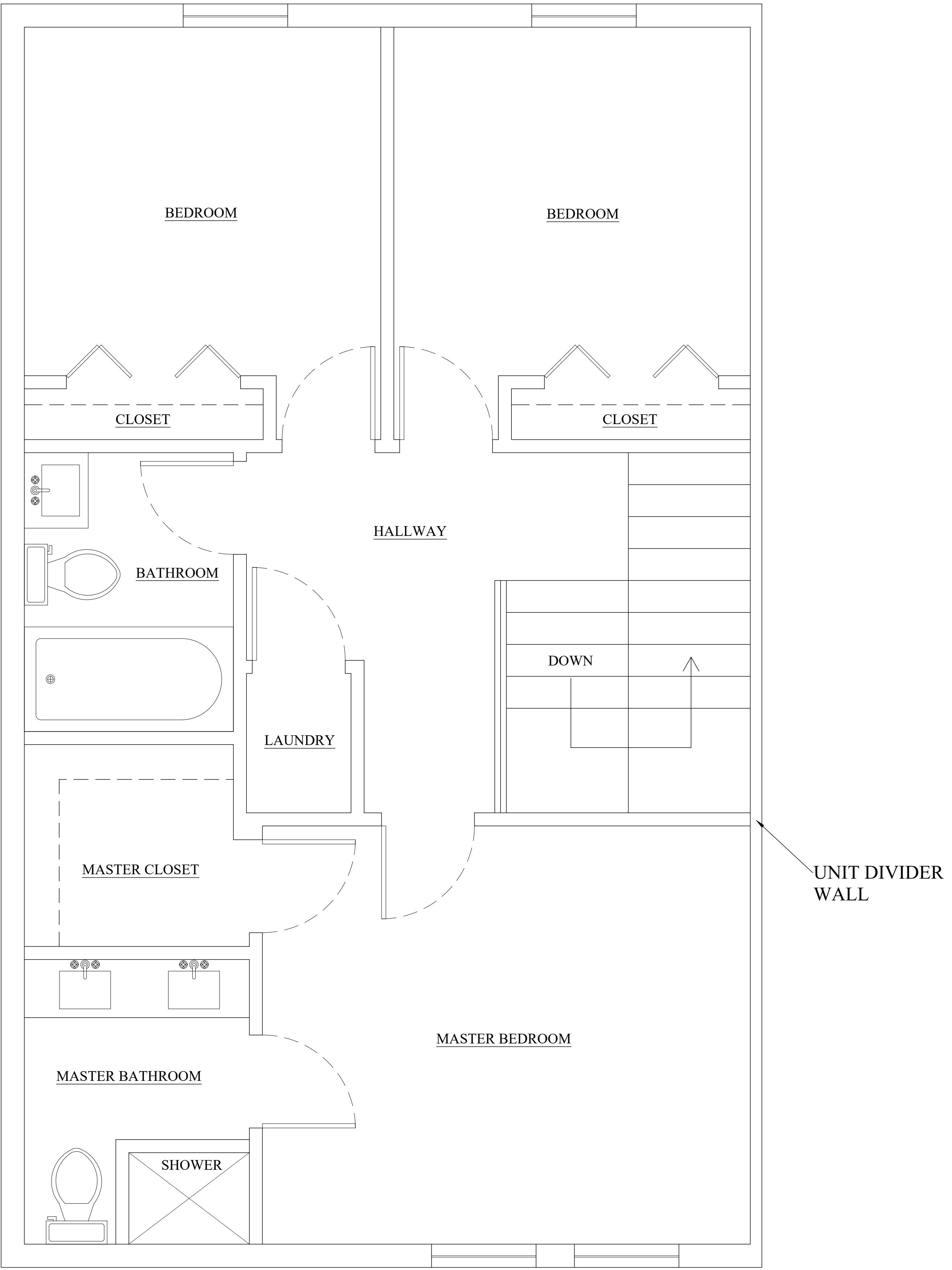
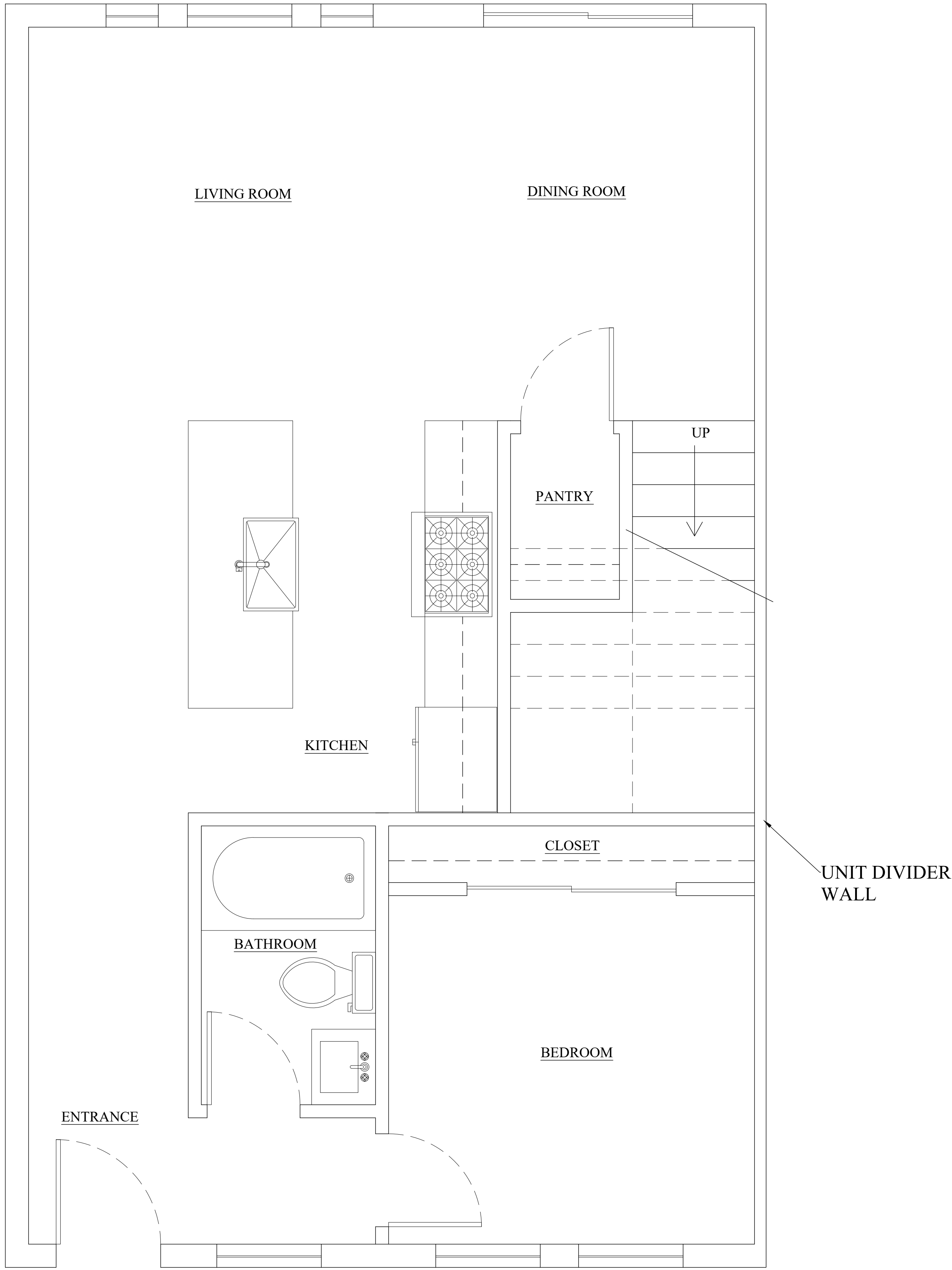
CHECKED BY:

DATE: 08-06-21

SCALE: AS NOTED

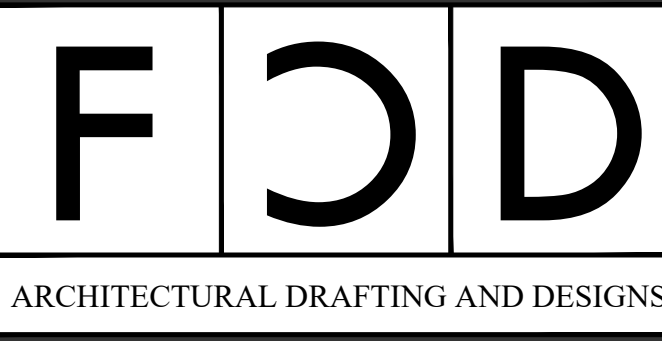
A1.0

02 OF 04



CONCEPT FLOOR PLANS

SCALE: 1/2" = 1'-0"



FEDERICO CANOURA
FCANOURA@FC-DESIGNS.NET
(682) 407-5770

CLIENT: **WARRIOR ACQUISITIONS, LLC**
5361 GRENADA DR,
FORT WORTH, TX 76119

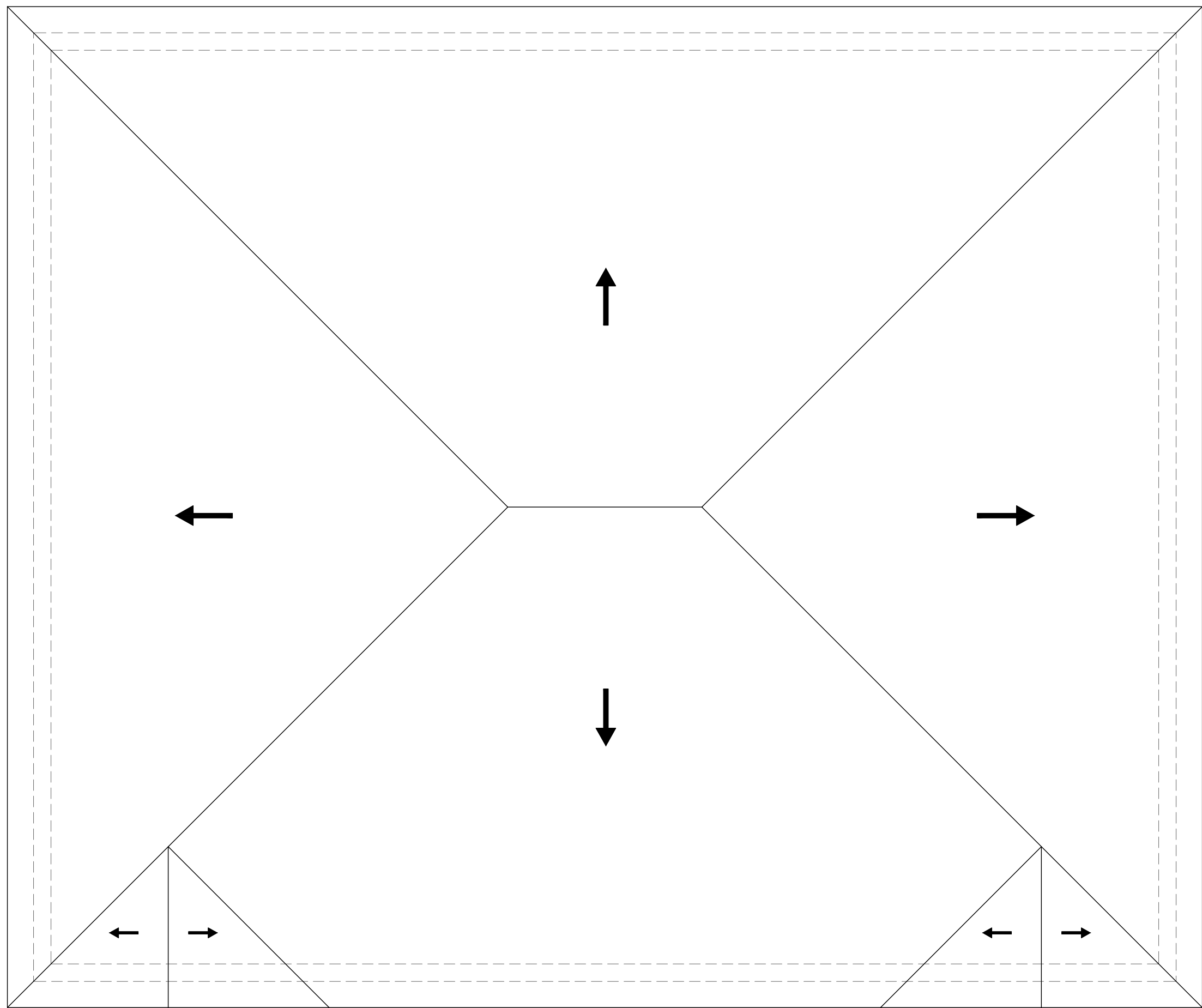
PROJECT: **TOWNHOME CONCEPT**
6808 OAK CREST DR,
KENNEDALE, TX 76140

SHEET TITLE:
FLOOR PLANS

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA
CHECKED BY:
DATE: 08-06-21
SCALE: AS NOTED

A3.0



01 ROOF PLAN



02 FACADE

CONCEPT ROOF PLAN AND FACADE OF DUPLEX

SCALE: 1/4" = 1'-0"

FCD

ARCHITECTURAL DRAFTING AND DESIGNS

FEDERICO CANOURA
FCANOURA@FC-DESIGNS.NET
(682) 407-5770

CLIENT:

WARRIOR
ACQUISITIONS, LLC

5361 GRENADA DR,
FORT WORTH, TX 76119

PROJECT:

TOWNHOME
CONCEPT

6808 OAK CREST DR,
KENNEDALE, TX 76140

SHEET TITLE:

ROOF PLAN
AND FACADE

NO.	REVISION/ISSUED	DATE
1	ZONING CHANGE	08/06/21

DRAWN BY: F. CANOURA

CHECKED BY:

DATE: 08-06-21

SCALE: AS NOTED

A3.0

04 OF 04

7509 PENNRIDGE CIRCLE
ROWLETT, TX 75088

SURVEY PLAT

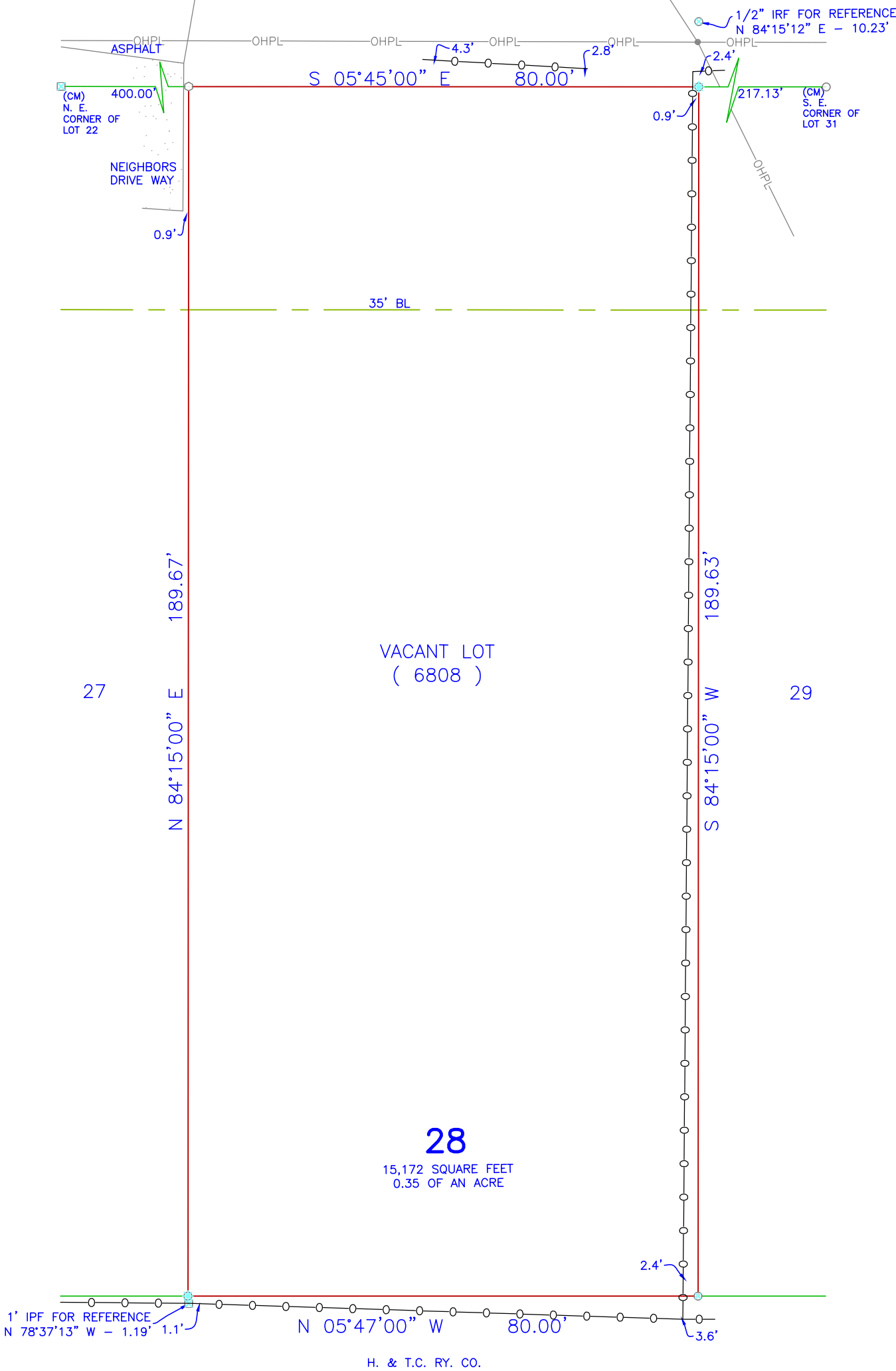


FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 6808 OAK CREST DRIVE WEST, in the city of FORT WORTH Texas.
BEING 28, BLOCK 1, OAK CREST ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS,
ACCORDING TO THE PLAT RECORDS IN VOLUME 388-C, PAGE 81, PLAT RECORDS OF TARRANT COUNTY, TEXAS.

OAK CREST DRIVE WEST

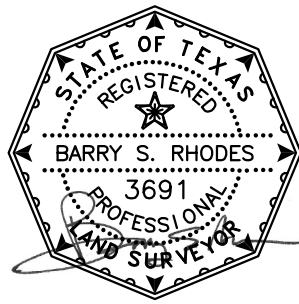


CM'S SHOWN HEREON ARE BASIS
FOR DIRECTIONAL CONTROL
THIS CERTIFICATION DOES NOT
TAKE INTO CONSIDERATION
ADDITIONAL FACTS THAT AN
ACCURATE TITLE SEARCH AND OR
EXAMINATION MIGHT DISCLOSE.
The plat hereon is true, correct, and accurate representation of the property
as determined by survey, the lines and dimensions of said property being as
indicated by the plat: the size, location and type of building and improvements
are as shown, all improvements being within the boundaries of the property, set
back from property lines the distance indicated, or visible and apparent easements.
TITLE AND ABSTRACTING WORK FURNISHED BY WARRIOR ACQUISITIONS, LLC.
THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 20'
Date: 05/10/2021
G. F. No.: N/A
Job no.: 202104410
Drawn by: JSR

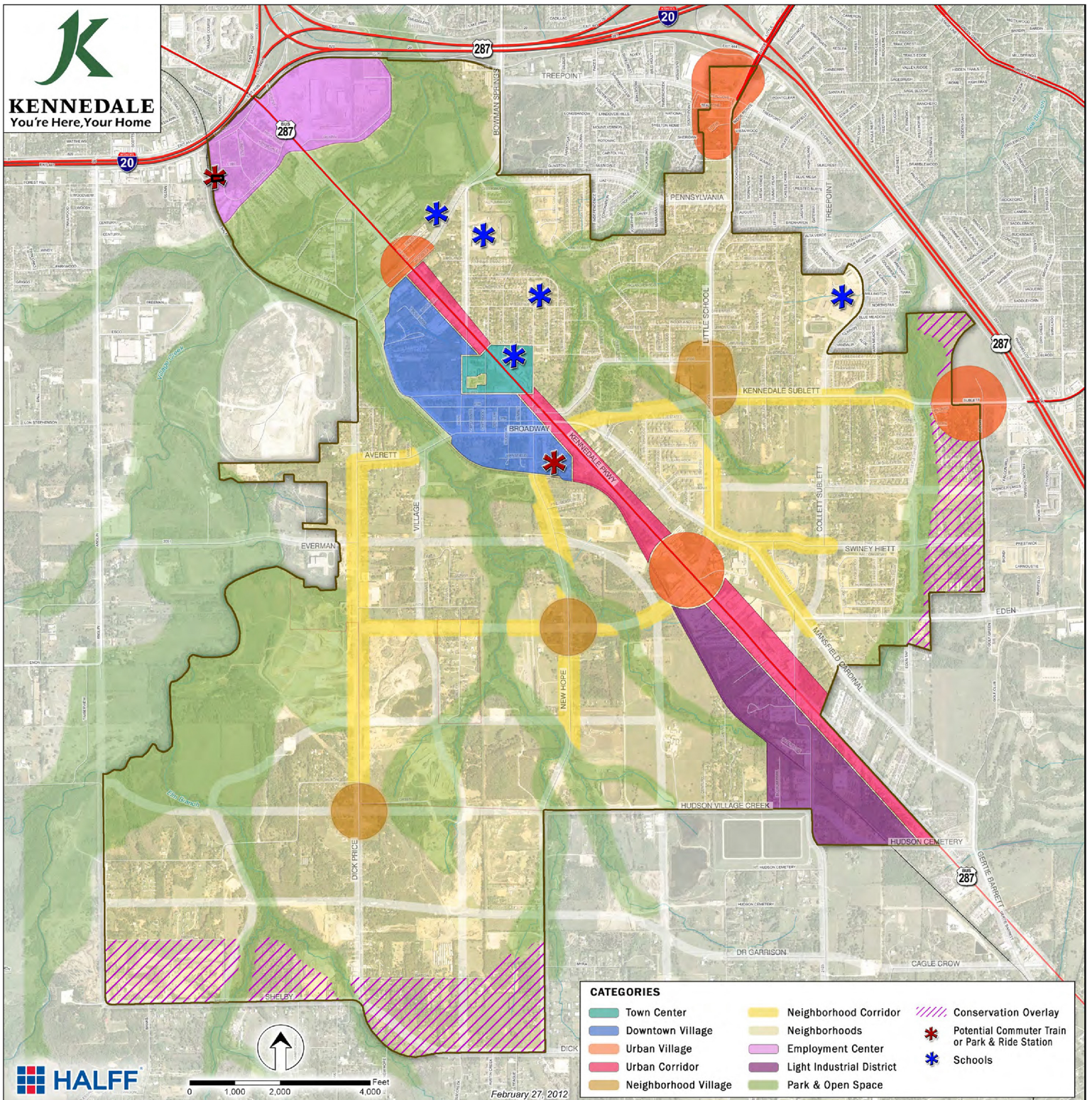
USE OF THIS SURVEY FOR ANY OTHER PURPOSE
OR OTHER PARTIES SHALL BE AT THEIR RISK AND
UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR
ANY LOSS RESULTING THEREFROM.
THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR
WARRIOR ACQUISITIONS, LLC.

LEGEND	
WOOD FENCE	TEXT
CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE
WIRE FENCE	EASEMENT SETBACK
CM - CONTROLLING MONUMENT	RESIDENCE
MRD - MONUMENTS OF RECORD DIGNITY	
1' IRON PIPE FOUND	
1/2" YELLOW-CAPPED IRON ROD SET	
1/2" IRON PIPE FOUND	
FOUND "X"	
3/8" IRON ROD FOUND	
POINT FOR CORNER	
CABLE	ELECTRIC
CLEAN OUT	POOL EQUIP
GAS METER	POWER POLE
FIRE HYDRANT	TELEPHONE
LIGHT POLE	WATER METER
MANHOLE	WATER VALVE
(UNLESS OTHERWISE NOTED)	





KENNEDALE
You're Here. Your Home

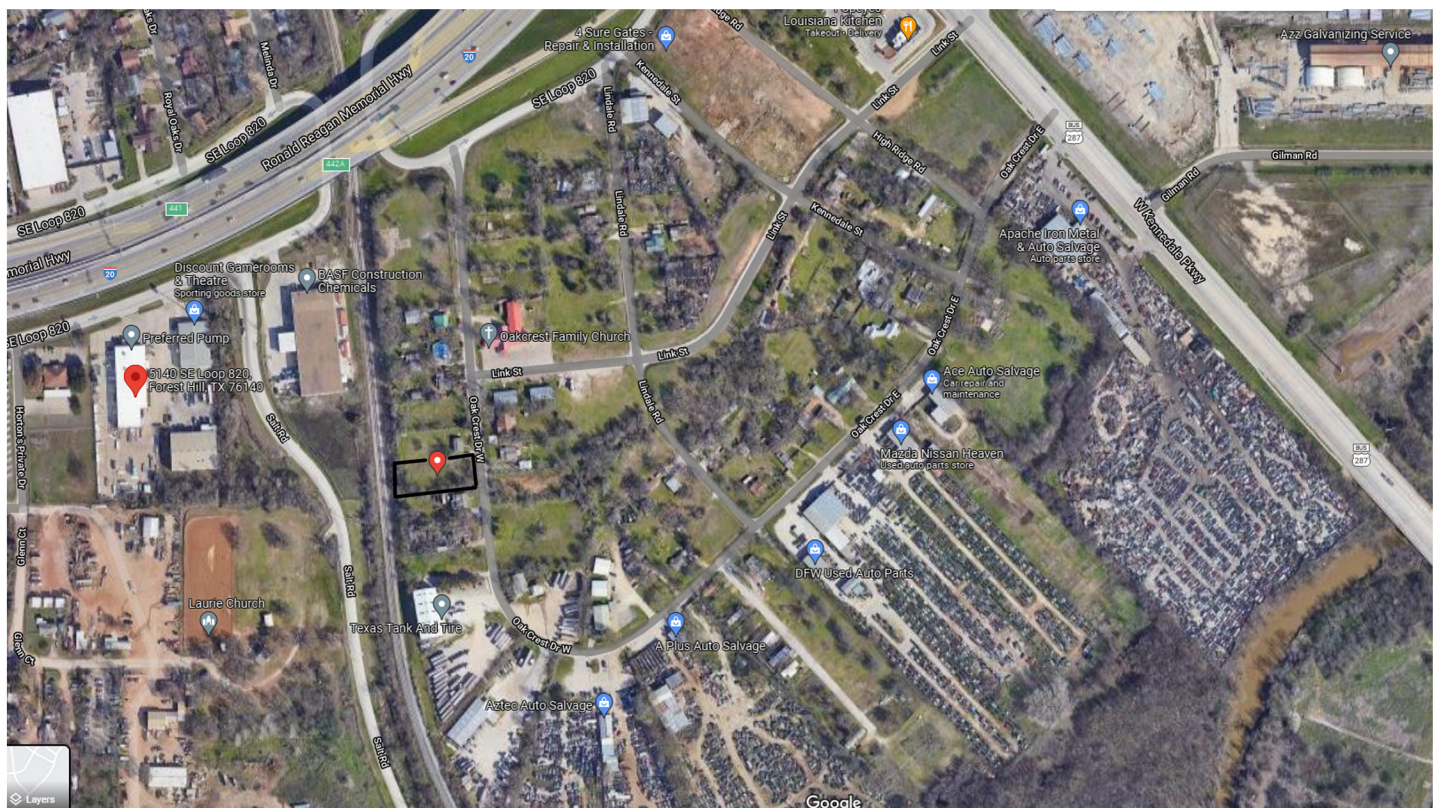
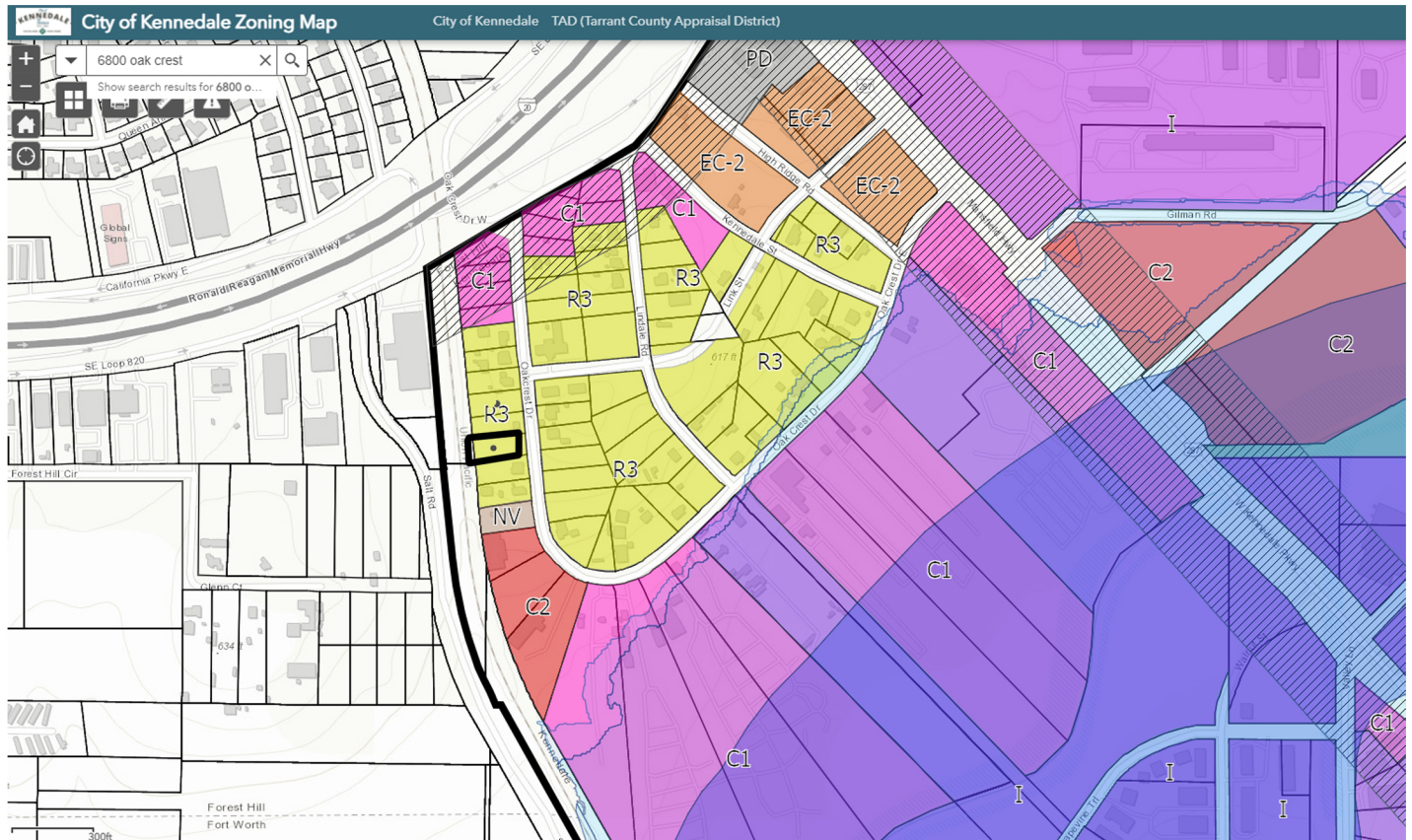


CATEGORIES

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

CASE #PZ 21-16

6808 OAK CREST DRIVE W



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY REZONING CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF KENNEDALE, BEING AN APPROXIMATELY 0.35 ACRE TRACT DESCRIBED AS 6808 OAK CREST DRIVE W, OAK CREST ADDITION, BLOCK 1, LOT 28, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, FROM “R-3” SINGLE-FAMILY RESIDENTIAL DISTRICTS TO “TH” TOWNHOME DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale Texas is a Home Rule municipality acting under its charter adopted by the electorate pursuant to Article XI of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

WHEREAS, the City Council has determined that the “TH” Townhome District is the most suitable zoning district for the property described below, in accordance with the comprehensive land use plan, and with the standards in the Unified Development Code; and

WHEREAS, the requested change in zoning classification is consistent with the City’s comprehensive plan and any applicable adopted plans and the City Council has weighed plan goals, policies, and strategies and finds that the requested change provides a public benefit; and

WHEREAS, the requested change in zoning classification protects the existing character of neighboring properties and uses, and does not cause significant adverse impacts on surrounding properties; and

WHEREAS, the requested change in zoning classification will not result in significant adverse fiscal or economic impacts on the City; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 14th day of October, 2021 and by the City Council of the City of Kennedale on the 19th day of October, 2021 with respect to the zoning changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owner, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend the City’s Unified Development Code as described herein.

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

SECTION 1. The Comprehensive Zoning Ordinance is hereby amended so that the zoning classification and the uses in the hereinafter described area shall be changed and/or restricted as shown and described below:

An approximately 0.35 acre tract described as 6808 Oak Crest Drive W, Oak Crest Addition, Block 1, Lot 28, City of Kennedale, Tarrant County, Texas ("the Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein, is rezoned from "R3" Single-Family Residential Districts to "TH" Townhome 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, and to facilitate the adequate provisions of transportation water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community. The recitals of this Ordinance are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein, and the City Council further finds that all special review criteria and general review criteria of the Unified Development Code, including section 22.7, have been reviewed and the change in zoning classification complies with all applicable review criteria.

SECTION 3. The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

SECTION 4. This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other ordinances of the City of Kennedale affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 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 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 and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. The City Secretary of the City of Kennedale is hereby directed to publish this ordinance or caption to the extent required by law.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, ON THE 19TH DAY OF OCTOBER 2021.

APPROVED:

MAYOR LINDA RHODES

[CITY SEAL]

ATTEST:

CITY SECRETARY LESLIE E. GALLOWAY

APPROVED AS TO FORM AND LEGALITY:

EFFECTIVE DATE:

CITY ATTORNEY DREW LARKIN

ORDINANCE NO. _____
EXHIBIT "A"

